#### San Mateo County Community College District

College of San Mateo North Gateway Project Part II

DSA Application 01-110307

#### **SECTION 00 91 07**

#### **ADDENDUM NO. G7**

#### **SUMMARY**

This Addendum is a Contract Document.

#### <u>General</u>

The following changes, additions and deletions shall be made to the following document(s); all other conditions shall remain the same.

#### I. <u>SPECIFICATIONS</u>

Item	Reference	Description
1.	Table of Contents	Section 00 0110 - Table of Contents: Replace Table of Contents in its entirety
2.	Document 00 11 13	Revise Document 00 11 13, BIDS DUE paragraph:  BIDS DUE: Sealed Bids will be received by SMCCCD Facilities Planning and Operations Department at their office located at College of San Mateo, 1700 W. Hillsdale Boulevard, San Mateo, CA, Building 12, Clifford Conference Room, Room 177 no later than 2:00 pm, on May 22 June 7, 2012. Main contact for this project is Peter Hempel telephone 650-378-7336, facsimile 650-378-7333, and email: plan@smccd.edu.
3.	Document 00 11 19	1. RECEIPT OF BIDS. Sealed Bids will be received by the District at their office (see paragraph 2 below) no later than 2:00 pm, on May 22 June 7, 2012. District will receive Bids from pre-qualified contractors in a sealed envelope that is clearly labeled with the name and number of the bid. Within twenty-four (24) hours of the District's opening of Bid Proposals, the three (3) Bidders submitting the three (3) lowest priced Bid Proposals, and such other Bidders as may be requested by the District, shall submit to the District a second sealed envelope shall also be provided, clearly labeled as Supplemental Qualification: Statement of Bidder's Qualifications. All Bids will be time stamped to reflect their submittal time. District will reject all Bids received after the specified time and will return such Bids to Bidders unopened. Bidders must submit Bids in accordance with this DOCUMENT 00 11 19.
4.	Document 00 11 19	Revise Document 00 11 19, paragraph 3:  3. BID SUBMISSION. Bidder should mark its Bid envelope as BID FOR THE DISTRICT, BID NUMBER 86645, COLLEGE OF SAN MATEO NORTH GATEWAY PART II PROJECT. Bids shall be deemed to include the written responses of the Bidder to any questions or requests for information of District made as part of Bid prior to submission of Bid. Bidder's failure to submit all required documents strictly as required entitles District to reject the Bid as non-responsive. A second sealed envelope shall also be provided within twenty-four (24) hours of the District's opening of Bid Proposals as described in section 1 above, clearly labeled as SUPPLEMENTAL QUALIFICATION: STATEMENT OF BIDDER'S QUALIFICATIONS.
5.	Document 00 11 19	Revise Document 00 11 19, paragraph 19:  19. BIDDER'S QUALIFICATIONS: SUPPLEMENTAL QUALIFICATION. Within twenty-four (24) hours of the District's opening of Bid Proposals, the three (3) Bidders submitting the three (3) lowest priced Bid Proposals, and such other Bidders as may be requested by the District, shall submit to the District Each

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		Bidder shall submit with its Bid Proposal the form of Bid Form Exhibit "A" – Project Specific Supplemental Statement of Bidder's Qualifications (in a separately sealed and marked envelope), which is included within the Contract Documents
6.	Document 00 41 00	Revise Document 00 41 00, paragraph 2:
		2. Bidder accepts all of the terms and conditions of the Contract Documents, Section 00 11 13 (Advertisement for Bids), and Section 00 11 19 (Instructions to Bidders), including, without limitation, those dealing with the disposition of Bid Security. This Bid will remain subject to acceptance for [seventy five (75) ninety (90)] Days after the day of Bid opening.
7.	Document 00 52 00	Revise Document 00 52 00, paragraph 2.1:
		2.1 District has designated Swinerton Management & Consulting Josè D. Nuñez, Vice Chancellor of Facilities Maintenance and Operations to act as District's Representative(s), who will represent District
8.	Document 00 52 00	Revise Document 00 52 00, paragraph 2.4:
		2.4 All notices or demands to District under the Contract Documents shall be submitted to the District's Representative at:
		Peter Hempel, Swinerton Management & Consulting - Construction Project Manager
		1700 W. Hillsdale Blvd, Building 12, Room 181
		3401 CSM Drive San Mateo, CA 94402
9.	Document 00 52 00	Revise Document 00 52 00, paragraph 3.1:
		The District expects to issue Notice to Proceed on or about July 10 September 19, 2012
10.	Document 00 71 00	Revise Document 00 71 00, section 9, A, 2:
		2. Extended Warranties/Guarantees: Any warranty or guaranty exceeding one year provided by the supplier or manufacturer of any equipment or materials used in the Project shall be in addition to, and not in lieu of, the Contractor's warranty obligations and shall be extended for such warranty term as specified within the project manual sections, and as provided by the supplier, manufacturer or as prescribed or imposed by law. Contractor expressly agrees to act as ee guaranter of such equipment and materials that as a condition precedent to the District's final payment, it and shall supply District with all warranty and guaranty documents relative to equipment and materials incorporated in the Project and warrantied or guaranteed by their Contractor's suppliers and/or manufacturers.
11.	Section 00 73 17	Revise Section 00 73 17 Insurance: REPLACE section in its entirety, including the "Insurance Qualification Form" on page 8 of the section, which is a required bid form. See attachment.
12.	Section 00 91 07	Section 00 91 07 – Addendum No. G7 – NEW SECTION. See attachment.
13.	Section 02 41 16	Revise Section 02 41 16 - Structure Demolition, paragraph 1.8, C: Add new Article 3:
		3. Contractor shall remove, demolish and off-haul all items within, on and surrounding the buildings, including but not limited to: existing cabinets, wall and floor partitions, framing, stairs, plywood, roofing, doors and frames, hardware, windows, gypsum board, flooring, acoustical tiles, ceramic tiles, benches, trash cans, bollards, tack boards, white boards, mirrors, toilet accessories, toilet partitions, fencing, plumbing

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		fixtures, plumbing, mechanical piping, compressors and air tanks, louvers, fire sprinkler piping, heaters, electrical fixtures and equipment, conduit, hangers, struts and straps, piping, etc.
14.	Section 11 12 16	Revise Section 11 12 16: Revise Article 2.2 D to read "PAY AND DISPLAY"
15.	Section 32 84 00	Revise Section 32 84 00 - Planting Irrigation, Article 1.7 B Irrigation As-Builts, add the following: "Contractor shall be responsible for preparation of all final as-built drawings required by the District".

#### II. **DRAWINGS**

Item	Reference	Description
1.	G0.3	Key Note #12: Delete "NIC".
2.	A1.01	Revise Keynote 5 to read as follows: 5. Remove existing concrete utility trench, below grade structures, and joint trench utilities. Asbestos containing materials may be present
3.	A1.02 and A1.03	Add Sheet Note 5: 5. Prior to demolition, remove all components such as wood, insulation, glass, aluminum, and other debris which does not meet specified requirements for materials to be re-used on site.
4.	C1.01	Sheet C1.01, Delta G1-Note"Building Recycled Concrete Volume Quantities": Correct units to (CY) Cubic Yards
5.	C1.03	PARKING COUNT: Correct Parking Lot 10A to 56 standard stalls
6.	C6.01 through C6.04 and C14.01	Add NOTE: Contractor shall mark all storm drain curb inlets legibly labeled with the words "NO DUMPING! FLOWS TO BAY" in accordance with the San Mateo Countywide Stormwater Pollution Prevention Program and City of San Mateo storm drain stencil standards.
7.	Sheet L1.03 and L1.04, C8.03, C12.01	Plan parking ticket dispensers: Increase size of concrete pad for pay station to 4 ft wide by 5 ft deep. Narrow dimension to face east-west walkway
8.	C9.03	Delete "NIC" at retaining wall
9.	MP1.01	Revise Sheet Note 3 to read as follows:  3. Remove all site HWS and HWR piping serving buildings to be demolished. All existing site HWS and HWR piping insulation is known to contain asbestos. Contractor shall excavate and expose all piping to allow District's separate abatement contractor to abate the hazmat materials. Contractor shall schedule this work and expose piping such that no more than one to three mobilizations are required by the abatement contractor. Contractor shall provide a safe, orderly and accessible area surrounding the piping such that the abatement contractor may access the piping and safely work. Contractor shall coordinate with District and include within the project cost and the schedule time for this abatement. No other workers will be allowed within 20 feet of the piping abatement area while the abatement work is performed.
10.	L1.01 through L1.04 and L2.01 through L2.04	<ul> <li>Add notes 6 and 7:</li> <li>6. Keynote B – Concrete color and finish of curbs shall match adjacent pavement.</li> <li>7. Concrete rebar – All areas of concrete where pattern ends in a triangular point, to have additional rebar reinforcement placed at tip of each triangle. Two 18" bars to be place parallel to concrete edge - 3" clear</li> </ul>
11.	L7.01.1	Delete Detail 7/L7.01.1

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12.	L7.02	Revise all references to type PLI 2 to type R8
13.	L7.01	At detail 2/L7.01 note "Sign Type R1 Similar"

#### III. **CLARIFICATIONS**

Item	Reference	Description
1.	Section 00 11 13 and Section 00 11 19	Question: Do you anticipate a Bid Date postponement? Response: Date revised; please see Section I Specifications above.
2.		Question: Please provide an engineer's estimate for this project. This information is required by our surety when requesting a bid bond. Response: Engineer's estimate is \$7 million.
3.	Document 00 44 00 Bid Form - Exhibit "A"	Question: Bid Form Exhibit "A" states that "Bidder shall successfully demonstrate adequate previous experience in all four areas to be awarded the maximum points in grading their experience. Points will be awarded by the District for each applicable experience listed by the Bidder, up to a maximum level of points" Neither number of points available per section, the maximum number of points available in total, nor the required minimum score required to pass the pre-qualification requirements are listed. Please clarify the grading system and required passing score.  Response: Each Question requests you to list past Project experience. Each Project you list will be graded with a maximum of 100 points possibly awarded per Project listed, with a maximum of 3 projects evaluated per Question. Therefore the maximum number of points for each Qualification Question is 300 points per Question (max 100 points per project listed, times 3 projects evaluated). Because there are 4 Questions, the maximum total points possible is 300 x 4 = 1,200 points. The District will evaluate each bidder (if multiple evaluations are required) with the same grading scale equally.
4.	Document 00 44 00 Bid Form - Exhibit "A"	Question: Bid Form Exhibit "A" Question #1 refers to a "occupied campus for a public institution of higher education beyond level K-12" I certainly understand that the District wants to contract with a qualified, responsible, experienced Contractor for the CSM North Gateway Project. Question #1 then goes on and asks the Contractor to address how they effectively managed the following six items on the previous contracts.  1. Isolate the work area and implement safety measures 2. Protect and minimize the impacts to students, faculty, staff, public, neighbors etc 3. Engaged in proactive communications 4. Avoid disturbance to any operating utilities 5. Provide environmental protections 6. Effectively plan, communicate and respond to concerns and disruptions to neighbors  It would appear to me that the important previous experience requirements are the ability and previous experience implementing the six management tools identified by the District, whether this previous experience took place at a High School, Airport, Industrial facility etc. seems to be of much less importance. Contractor's that have proven that they can effectively manage and supervise a complicated project inside of a complex and ongoing facility without disruption to it would seem to be highly qualified for this project. I would request that the previous work experience is not held to be solely at a

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	College campus, doing so seems to unnecessarily narrow the pool of qualified contractors for the project without adding any perceived benefit to the District.  Response:  Previous work experience that demonstrates affective management of the concerns listed will be awarded points for question #1, even if they are not on a College Campus.
	However, because the North Gateway Part 2 project is on a college campus, some additional points will be awarded for each Project experience you list that is also on a college campus as described in the Supplemental Qualification.
Document 00 44 00 Bid Form - Exhibit "A"	Question: Bid Form Exhibit "A" Questions 2-4 ask questions pertaining to both the Prime Contactor's experience as well as the applicable listed Subcontractors experience with concrete structures, demolition of concrete structures and lastly recycling concrete. Can you please clarify if experience is required by both the Prime Contractors as well as the listed specialty Subcontractor for the specialty work, or if only one of the two parties needs to have the required experience. As long as the firm performing the specialty work had the required experience, it would appear that the District's concerns of quality workmanship and previous work experience would be satisfied. Response:
	The best response (most highly graded) to Questions 2 to 4 would be for the Prime Bidder to demonstrate their previous experience directly managing a project as the Prime Contractor with the listed aspects of each question, and to also demonstrate either 1.) their experience with successful self-performance of the listed aspects, or 2.) the listed Subcontractor's successful experience performing the listed aspects.
Document 00 44 00 Bid Form - Exhibit "A"	Question: Bid Form Exhibit "A" Project Specific Supplemental Statement of Bidder's Qualifications; Questions 1 through 4. Is it acceptable to list projects that the bidder completed as a subcontractor or should bidders only list projects performed as a prime or general contractor?
	Response: The Supplemental Qualification is seeking previous experience as a Prime Contractor, because the awarded contractor for North Gateways Part 2 will be acting as the Prime Contractor. Therefore, previous experience as a subcontractor would receive some points for demonstrating successful experience of the various requested aspects, but it would not receive the maximum number of points for each item.
Document 00 44 00 Bid Form - Exhibit "A"	Question: You request Document 00 44 00 Bid Form - Exhibit "A", be submitted with the bid. The bid is a "Lump Sum Bid" and closure will be very difficult. And these documents will be difficult to attach to the submitted bid. Can you amend to submit these documents to within 48 hours of the bid opening? Response: Specifications are amended to submit the Exhibit "A" within 24 hours after the bid opening. Please see Section I Specifications above.
Document 00 71 00 General Conditions	Question: It appears the contactor is required to act as a co-guarantor on any long-term warranty per section 9, A, 2 of the General Conditions. It has been our experience that having the Contractor act as a co-guarantor of supplier and manufacturer pass through warranties is not a typical requirement. Would the District consider revising this requirement?  Response: Revised; please see Section I Specifications above.
Civil	Question: Can you clarify who will provide "Survey Control"? Response: Survey Control will be provided by BKF to the winning bidder and their surveyor upon bid
	Document 00 44 00 Bid Form - Exhibit "A"  Document 00 44 00 Bid Form - Exhibit "A"  Document 00 71 00 General Conditions

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		bidder to verify and confirm provided BKF survey control with proposed site design.
10.	Section 01 51 10 SWPPP Requirements	Question: According to the Construction General Permit (CGP) adopted September 2, 2009, Risk Determination must be made as part of the project planning and prior to the submittal of Project Registration Documents (PRDs). Is this project a Risk Level 1, 2 or 3? Response: It is the Contractor QSD's responsibility to determine the project Risk Level per the General Permit requirements. Refer to Specification 015110,1.4,F.
11.	Section 01 51 10 SWPPP Requirements	Question: Please confirm that all Project Registration Documents (PRDs) will be developed, submitted and amended or revised by an agent or employee of the Owner (QSD). Response: PRD's are to be developed, provided, amended or revised and electronically filed to the State SMARTS system by the Contractor on behalf of the District. The District shall certify the documents in the SMARTS system. Refer to Specification 015110,1.4,C.
12.	Section 01 51 10 SWPPP Requirements	Question: According to the Construction General Permit (CGP) adopted September 2, 2009, a Discharger is defined as the Legally Responsible Person (LRP). A LRP is defined as the person who possesses title on the land. Accordingly, we assume that all compliance actions required of a Discharger will be executed by the owner. Please confirm. Response: The Contractor shall be responsible for compliance actions per the General Permit and project SWPPP as developed by the Contractor's QSD. The Contractor shall ensure all elements of the project SWPPP as developed by the Contractor's QSD is implemented by the Contractor's QSP. Both the QSD and QSP must meet the General Permit certification requirements. Refer to Specification 015110,1.4,E.
13.	Section 01 51 10 SWPPP Requirements	Question: If the project is a Risk Level 2 or Risk Level 3 the Qualified SWPPP Practitioner (QSP) will develop a Rain Event Action Plan (REAP). The plan is to be developed for all phases of construction 48 hours prior to any likely precipitation event. Please confirm that the REAP will be completed by an agent or employee of the owner (QSP).  Response: Contractor's QSP shall develop a Rain Event Action Plan as required by the requirements, and Contractor shall bear the costs of all Likely Precipitation Events, and all Qualifying Rain Events. It is the responsibility of the Contractor to be prepared for a rain event in the non-rainy and rainy season, and to be aware of weather predictions.
14.	Section 01 51 10 SWPPP Requirements	Question: If the project is a Risk Level 2 or Risk Level 3, how many Likely Precipitation Events should be included in the bid? Response: Contractor's QSP shall develop a Rain Event Action Plan as required by the requirements, and Contractor shall bear the costs of all Likely Precipitation Events, and all Qualifying Rain Events.
15.	Section 01 51 10 SWPPP Requirements	Question: If the project is a Risk Level 2 or Risk Level 3, how many Qualifying Rain Events should be included in the bid? Response: Contractor's QSP shall develop a Rain Event Action Plan as required by the requirements, and Contractor shall bear the costs of all Likely Precipitation Events, and all Qualifying Rain Events.
16.	Section 01 51 10 SWPPP Requirements	Question: Will all costs for maintenance, protection, and implementation of the RAIN EVENT ACTION PLAN, as developed by the QSP, be completed on a time and materials basis?  Response:

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		Contractor's QSP shall develop a Rain Event Action Plan as required by the requirements, and Contractor shall bear the costs of all Likely Precipitation Events, and all Qualifying Rain Events. Costs shall be included in Contractor's bid.
17.	Section 01 58 00 Article 2,A & 2,C.2	Question: Under the Section 01 58 00/2A, you request two signs be provided (48sf) – In Sec 01 58 00/2C.2, you indicate to use plywood (4x8) sheet? Please clarify.  Response: Each sign surface shall be 4' x 8' single plywood sheet.
18.	Section 01 58 00 Article 2,A & 2,C.2	Question: Also, in Section 01 58 00/2.3, "Bronze Plaque" – You request Contractor to provide. Can you provide a manufacturer or a detail sheet of what the plaque is to look like?  Response: See attached a sample cut-sheet of a bronze plaque previously provided on a CSM project.
19.	Geotechnical Reports	<ul> <li>Question: Your document website has (8) Geo-Tech Reports – But none specific to this project. Do you have one that is specific to the North Gate Project? Can You post to the doc's site? The latest is dated Jan 20, 2010 and is for the "Edison Parking Lot" –Should we use those conclusions and recommendations? Response: North Gateway Project documents are in accordance with the following Geotechnical Reports and are as listed in the Project Specifications: Geotechnical Report titled "Preliminary Geotechnical Investigation, Improvements at College of San Mateo, San Mateo, California", prepared by TRC, dated June 8, 2007.</li> <li>Supplemental Geotechnical Report titled "Supplemental Pavement Recommendations, College of San Mateo, San Mateo, California" prepared by Cornerstone Earth Group, dated May 22, 2008.</li> <li>Supplemental Geotechnical Report titled "Soil Sampling Analysis Stockpile Material on Parking Lot 10A, San Mateo Community College", prepared by Advance Soil Technology, Inc. dated October 2010.</li> </ul>
20.	Reference Documents	Question: Some reference documents (like folder I. Original Construction Drawings for Buildings 21 through 29) are in DWG format. Will the District convert these and provide them as PDF files?  Response: Some files are only posted as DWG files on the District sharepoint site. The District will not be converting files. Bidders can download a free DWG file viewer, TrueView from Autodesk and convert files to PDF, see their website: <a href="http://usa.autodesk.com/adsk/servlet/pc/index?id=6703438&amp;siteID=123112">http://usa.autodesk.com/adsk/servlet/pc/index?id=6703438&amp;siteID=123112</a>
21.	Pre-Bid Conference Sign-In Sheet Info	Question: Where might I find the sign-in sheets for the two mandatory pre-bid meetings for the referenced project?  Response: The District website has the bidding information, including those who attended the two conferences. Please see this link: http://www.smccd.edu/accounts/smccd/departments/facilities/CSMBusOps.shtml The North Gateway Project Part II is listed at the top of the page. Click on the Pre-Bid Conference Sign In Sheets links to open the pdf documents.  There you can also click on the project name to get the project website: http://www.smccd.edu/accounts/smccd/departments/facilities/CSM_NorthGateway_02.shtml And at the bottom of that page is a link to the other online project documents.

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22	Caption 04 74 00	Quartien
22.	Section 01 74 20 Concrete and Asphalt Recycling, Article 1.4, A	Question: Spec 01 74 20 Concrete and Asphalt Recycling, 1.4, A. states "Provide and remove temporary on-site plant to recycle concrete and asphalt for re-use on site." It is required of the contractor to recycle on-site? Would Contractor be allowed to off-haul demolished materials and import materials as needed?  Response: Contractor is required to provide and remove temporary on-site plant to recycle concrete and asphalt for re-use on site as per specification 01 74 20.
23.	Section 11 12 16 Parking Ticket Dispensers	Question: Pay Stations – I've found one to be removed and re-installed (Lot 10) and one new one to be provided and installed (Lot 9/11). Is there any more? Response: Correct, one relocated and one new.
24.	Section 11 12 16 Parking Ticket Dispensers	Question: The Manufacture's catalog for the Pay Station "Model 400" shows the pay unit only – There is no Shelter/Canopy/Bollards shown. Are we to provide only the pay unit? Are we to install bollards? Is there a shelter required? Can you provide more detail on the installation of these units? Response: Specification 11 12 16, 2.2 lists the options and features required. One new and one unit to reinstall. Units are located out of path of vehicles. No bollards or shelter required. See L1.04 for concrete pad and utilize manufacturer's template for installation.
25.	Section 11 12 16 Parking Ticket Dispensers	<ul> <li>Question: Regarding the Parking Ticket Dispensers: 1.) Is the solar power option required? 2.) Is the unit to be "Pay by space" as indicated on spec 11 12 16, 2.2, D? There are no space numbers on the striping plan for this. 3.) Are bollards required? 4.) Is an enclosure required for the Dispensers?</li> <li>Response: 1.) No, the solar power option is not required. 2.) The unit is to be "Pay and display" type, as indicated by spec 11 12 16, 2.2, F, which requires the ticket printer option. Revise section 2.2, D to say "Pay and display". 3.) Bollards are not required as units are located in landscaping areas protected by curbs. 4.) Enclosure is not required.</li> </ul>
26.		Question: Within and surrounding the existing buildings to be demolished are many miscellaneous items like piping, mechanical units, compressed air tanks, trash cans, etc. Is the Contractor required to demolish all of those items, or will the District strip the site further?  Response: Contractor is responsible to remove all existing miscellaneous items in, on and around the buildings and on the site. Please see Section I Specifications revisions above.
27.		Question: Can bidders obtain AutoCAD drawings of all grading sheets along with any X-references. This would make calculating the volumes in Earthwork 3D a lot easier since this is a large, and fairly complex site.  Response: AutoCAD drawings will be provided after the contract is awarded. See Sheet C1.01 for Engineer's estimate of recycled material as well and grading earthwork volumes for each phase with engineering assumptions
28.	Sheet G0.3, C9.03	Question: Sheet G0.3, Key Note #12 – Site walls are "NIC" (Not in Contract). Also, Sheet C9.03

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		indicates that the Retaining wall is "NIC" (Not in Contract). Can you confirm or clarify which walls are "NIC"?  Response:
		Retaining wall noted as NIC (not in contract) on Sheets G0.3 and C9.03 is incorrect and the retaining wall shall be included in the project scope of work. Design of retaining wall is as shown on Sheet C5.03 and related Structural Plans. Reference to NIC at retaining wall does not apply.
29.	Sheet A1.01	Question: Sheet A1.01, Note 5 –Indicates we are to provide "Cost" for restoration and restriping of the "Demolition Staging Area". Phase 1 removes these lots. Can you provide clarification to this note? Is this cost needed? Response: The areas indicated as staging do not need to be restored to their old condition. As noted on C1.02, the costs for demolition of pavement and materials recycling of this area are part of Phase 1 costs and those costs should be included as a part of Bid Item 1. The costs for new pavement and markings in this area are a part of Phase 2 costs and should be included in Bid Item 4.
30.	Sheet C1.01	Question: Sheet C1.01, Delta G1-Note"Building Recycled Concrete Volume Quantities" –The units (CF-Cubic Feet) seem in error. Are the unit (CY) Cubic Yards? Response: "Building Recycled Concrete Volume Quantities" are the unit (CY) Cubic Yards.
31.	Sheet C1.03 and C18.01	Question: Page C1.03 refers to Lot 10A being completed in (Phase 4 with 56 parking stalls), and also in (Alternate bid 2 with 64 parking stalls). Lot 10A is only referenced on Page C18.01 with a total of 56 parking stalls. Is 10A part of Phase 4 or Alternate bid 2?
		Also was wondering the difference between the two phases, if any.  Response:  Sheet C1.03 reference to Alternate Bid 2 with 56 parking stalls is correct, (disregard Alternate Bid 2 with 64 parking stalls). Phase 4 Base Bid scope of work at Lot 10A consists of removing existing stockpile, pulverizing and scarifying existing AC pavement below, and placing stockpile as engineered fill back onto Lot with erosion control measures (No parking). Phase 4 Alternate Bid 2 consists of the additional scope or work to provide paving, pavement markings, curbs, lighting, signage, etc to provide a paved and lighted parking lot with 56 stalls at Lot 10A. Refer to Sheet C1.02 for Phase 4 Base Bid and Alternate Bid 2 scopes of work.
32.	Sheet L1.01, Sheet L2.01	Question: At Building 36, the border of the circular sidewalk to the West of the stairs, has two different description from one page to another. Sheet L1.01, shows this border as a #11 "Concrete Retaining Wall" (02/L4.03) Sheet L2.01, Shows this border as a #4 "Custom Concrete Curb" (04/L4.03) Please clarify. Also, TOW and BOW Grades are not shown on Civil Drawings as indicated – Can you provide?  Response: The border of the circular sidewalk to the West of the stairs is a "Custom Concrete Curb" per detail 04/L4.03. Top of curb grades have been provided as shown on C5.01 at the beginning and end points of the curb, to provide a straight grade and maintaining a 2% maximum cross slope across the sidewalk. Quarter top of curb points may be provided at the time of construction.
33.	Sheet L2.01	Question: Sheet L2.01, Details #11 & X –Shows a (3) sided enclosure with Telecom/AV equipment. Can you provide more detail on the Enclosure dimensioning? Response: Plan dimensions are shown on L2.01. C5.01 indicates TOW and BOW plus FG at sidewalk.

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34.	Sheet L3.01	Question: Section 03 and 05/L3.01: This retaining wall refers to 17/L4.02 and this reference does not include any information for the retaining wall?  Response: Detail 17/L4.02 references details 01/L4.03 and 03/L4.03, which refer to detail 07/S1.01, which all provide information for the retaining wall. Grading information (wall heights) is shown on C17.03.
35.	Sheet L3.01	Question: Section 04/L3.01: This retaining wall refers to structural sheets but do not contain details information. Please confirm: is this wall at the overlook a pier / wall design as shown in 13, 18, and 20 on Sheet S1.01? Response: This retaining wall design is per details 13, 17, 18 and 20 on S1.01. Add this specific reference to 04/L3.01.
36.	9/L4.01	Question: Detail 9/L4.01, Drinking Fountain is missing – Can you provide? Response: See L2.01 to the northeast of the circular planter that is west of the sun plaza. See C6.01 for water and sewer. See attached detail LSK-1
37.	17/L4.01	Question: Plastic Header shown on Detail 17/L4.01 – Is this a "Trex" Material? Response: Refer to Specification 32 9300 Section 2.7 E. "Trex" or "Epic" shall be used.
38.	01/L4.01	Question: Please provide the aggregate base depths for the vehicular and pedestrian concrete sections on 01/L4.01. Response: Upon review of the Geotech Reports regarding pavement base, the proposed vehicular concrete pavement shall be 6" PCC over 4" Class II AB per the Supplemental Geotechnical Report titled "Supplemental Pavement Recommendations, College of San Mateo, San Mateo, California" prepared by Cornerstone Earth Group, dated May 22, 2008.
39.	02/L4.03	Question: Detail 02/L4.03, Concrete Retaining Wall – Can you provide more detail dimensioning and rebar requirements? Response: Additional information will be provided at a later date
40.	L5.01	Question: On sheet L5.01 – Irrigation Plan, the trees located in front of Building 36 and at the plaza below the amphitheater are shown without a bubbler symbol. On the other hand, the trees in the parking medians/islands are shown with a bubbler symbol. The irrigation legend indicates "two bubblers per tree". Should we add bubblers and extend lateral lines to the trees located in front of Building 36 and at the plaza below the amphitheater? Please verify.  Response: Irrigation bubblers are only required in the parking median islands, as shown in the plans.
41.		Question: Please provide the depth of (E) asphalt and aggregate base in Lot 10? Response: Existing asphalt and aggregate base in Lot 10 is unknown. Any information regarding existing pavement section would be available on the District's website. Plans call for Lot 10 to include grinding of the existing AC into the existing AB, compact grindings in place, cement treat in accordance with Geotechnical recommendations, and place 3" AC over

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		compacted grindings.
42.	C8.03	Question: Please provide a detail for the curb cuts shown on C8.03 Response: Please see attached detail CSK-1 for curb cuts (gutter channel detail) as indicated on Sheet C8.03.
43.	L7.01.1	Question: I see two drawings in the package labeled HCW.2 (Page L7.01.1 details 7 and 9) Which drawing is correct  Response: Please use Detail 9
44.		Question: I did not see any drawings in the package for sign type PLI 2 (Reg: Visitor Designation) Response: Please use Type R8
45.		Question: I did not see drawings in the package for sign type R1 (Parking Regulatory) Response: Type R1 is the same as sign type R2 with a different message.
46.		Question: Sign Type FSB (Free Speech Boards) are not listed in the Sign Summary, but are shown in the Message Schedule and Drawings section. I assume these are in the scope and were just left off the summary.  Response: Provide two type FSB units. Locations are to be determined.

#### IV. **ATTACHMENTS**

Item	Reference	Description
1.	Table of Contents	Section 00 0110 - Table of Contents
2.	Section 00 73 17	Section 00 73 17 – Insurance, including "Insurance Qualification Form"
3.	Section 00 91 07	Section 00 91 07 – Addendum No. G7
4.	Section 01 58 00	Bronze Plaque cut-sheet example
5.	C8.03	CSK -1: Gutter Channel Detail
6.	L4.01	LSK-1: Drinking Fountain

END OF ADDENDUM G7

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	00 43 10	Indemnity and Release Agreement
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G3	00 91 03	Addendum No. G3
G4	00 91 04	Addendum No. G4
G5	00 91 05	Addendum No. G5
G6	00 91 06	Addendum No. G6
<b>G7</b>	00 91 07	Addendum No. G7

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A1\* Note: This Section is part of **DSA Application #01 110308** College of San Mateo Load Center and Site Walls

#### END OF DOCUMENT

#### SECTION 00 73 17 INSURANCE

#### **PART 1 GENERAL**

#### 1.0 Section Includes

- 1. Introduction and Owner-Controlled Insurance Program (OCIP) Overview
- 2. District-Provided Insurance
- 3. Required Contractor-Provided Insurance Coverage
- 4. Additional Requirements
- Forms

#### 1.1 Introduction and Owner-Controlled Insurance Program (OCIP) Overview

The District has elected to implement an Owner Controlled Insurance Program ("OCIP"). The District agrees to pay all premiums associated with the OCIP and will be the sole recipient of any dividend(s) and/or return premium(s) generated by the OCIP. Contractor's / Subcontractor's bid shall exclude any and all costs for insurance coverage provided under the OCIP.

The OCIP will provide Workers' Compensation, Employer's Liability, General Liability, Excess Liability, Contractors' Pollution Liability, and Builders Risk insurance for eligible Contractors/Subcontractors providing direct, **on-site** labor to the District's Project, hereinafter called the "Project". Coverage provided by the OCIP is project site specific. The Project Site consists of any and all projects that are endorsed to this policy, which includes the:

- 1. Ways and means adjoining the endorsed project site.
- 2. Adjacent locations to the endorsed projects sites where incidental operations are being performed, excluding permanent locations.

<u>Off-site locations, labor and operations are not covered by the OCIP.</u> It will be the responsibility of each contractor / subcontractor to maintain off-site insurance, as identified in Paragraph 3.0, which specifies coverage types and minimum limits. <u>Contractors/subcontractors are also required to provide Automobile Liability coverage for both on-site and off-site activities.</u>

**Keenan & Associates**, herein after called "Program Administrator", shall administer the OCIP on behalf of the District. All Contractors/Subcontractors are required to cooperate with the District and its Program Administrator in all aspects of administering the OCIP. The Program Administrator's contact information is as follows:

#### **Keenan & Associates**

SEWUP Department 2355 Crenshaw Blvd., Ste. #200 Torrance, CA. 90501

Attention: Ms. Sandy Nottingham, OCIP Administrator Phone: (310)212-3344 ext. 2006, Fax: (310)787-8838

E-mail: snottingham@keenan.com

#### 1.2 APPLICABILITY OF THE OCIP

#### A. Eligibility

Eligible Contractors/Subcontractors includes those providing direct, on-site labor on the Project. Temporary labor services and leasing companies are to be treated as Eligible Contractors.

Ineligible Contractor includes, but is not limited to, consultants; suppliers who do not perform or do not subcontract installation; demolition that includes abatement and hazardous materials removal; vendors; materials dealers; guard services; non-construction janitorial services; and truckers, including trucking to the Project where delivery is the only scope of work performed. However, if contracted with an on-site installer, suppliers/vendors should be enrolled in the OCIP only for General Liability, as it pertains to the contractual relationship of the installer's on-site work.

Any questions regarding a Contractor's status as "Eligible" or "Ineligible" should be referred to the Program Administrator.

#### B. Participation

Participation in the OCIP is mandatory but not automatic. Document 00 11 19 "Instructions to Bidders" and Document 00 41 00 "Bid Form" require submission of a completed *Insurance Qualification Form* from the Prime Bidder at the time bids are submitted to the District.

#### 1. Bidder's Qualification

Pursuant to Government Code Section 4420.5, a Bidder must meet certain minimum standards at the time of bid for Bidder's Bid Proposal to be deemed responsive:

- a. The *Bidder shall have no more than one (1)* Serious and Willful violation finding (Labor Code Section 6300) against the Bidder by the Workers Compensation Appeals Board in the past five (5) years.
  - b. *Bidder* must provide *a copy of the Table of Contents for its* Injury and Illness Prevention Program (IIPP)
  - c. Bidder's current published Workers' Compensation Experience Modification Factor (EMR) at bid opening shall not be greater than 1.25 averaged over the last three published years. *Under no circumstances will a Prime Bidder with an EMR of greater than 1.25 be allowed to enroll in the OCIP.*

#### 2. Subcontractors' Qualification

Pursuant to Government Code Section 4420.5, all of the Bidder's Subcontractors, whether or not listed on the Prime Bidder's Subcontractor List, must also meet certain minimum standards. All Subcontractors must establish compliance with such minimum standards within thirty (30) days of the District's Notice of Award, or before working on site, whichever comes first:

- a. The number of combined allowable Serious and Willful violation findings (Labor Code Section 6300) against the Bidder and Bidder's Subcontractors by the Workers Compensation Appeals Board in the past five (5) years shall not exceed:
- 0 1 to 3 Contractor/Subcontractors a maximum of 1 Serious and Willful Violation
- 4 to 6 Contractor/Subcontractors a maximum of 2 Serious and Willful Violations
- o 7 or more Contractor/Subcontractors a maximum of 3 Serious and Willful Violations
- b. 100% of the Subcontractor firms must submit a copy of the Table of Contents for their Injury and Illness Prevention Program (IIPP)
- c. 75% of the listed Subcontractors must have an EMR of 1.25 or less averaged over the last three published years.

#### 3. Enrollment and Acceptance

Neither the Contractor nor its Subcontractors shall be enrolled until the Program Administrator receives and approves a completed Contract Enrollment Form, for each awarded contract and subcontract. Evidence of Insurance for work performed off-site is a requirement (see Section 4.1, C and D of the SEWUP Project Insurance Manual) and must be submitted with the completed Contract Enrollment Form. Any Contractor and/or Subcontractor who enrolls in the OCIP after their start date will have to provide a No-Known-Loss Letter to the Program Administrator, along with the enrollment documentation. Enrollment is not guaranteed until acceptance of the enrollment documentation by the insurance carrier. The Program Administrator will provide evidence of OCIP coverage to the Contractor/Subcontractor, as noted in Section 3.0 OCIP Coverages, OCIP Certificates and Policies, of the SEWUP Project Insurance Manual.

#### 4. Subcontractor Disqualification

Failure of prospective bidders to participate in the mandatory insurance qualification process pursuant to Government Code Section 4420.5 shall disqualify them from participating in the Project as a Contractor/Subcontractor. To avoid disqualification of Subcontractors due to Subcontractor's failure to meet the minimum standards for enrollment in the OCIP, the Prime Bidder by executing the

completed Insurance Qualification Form shall certify Subcontractors' compliance with the minimum standards. The District shall assume no responsibility or liability for increased Project costs due to the disqualification of one or more Subcontractors for failure to meet the minimum standards for enrollment in the OCIP.

#### C. Post- Contract Award Enrollment

Document 00 51 00 "Notice of Award" requires submission of a completed *Contract Enrollment Form* and a *Certificate of Insurance* as referenced in Section 1.5 and 1.6. An eligible contractor/subcontractor is not enrolled in the OCIP until the Program Administrator validates the *Contract Enrollment Form* and *certificates* by issuing a written notification to contractor/subcontractor.

Any Contractor/Subcontractor who enrolls in the OCIP after their start date will have to provide a No-Known-Loss Letter to the Program Administrator, along with the enrollment documentation. Enrollment is not guaranteed until acceptance of the enrollment documentation by the insurance carrier.

#### D. Reporting Requirements

- 1. Payroll Reporting
  - ➤ Workers' Compensation Insurance Rating Bureau Requirements

Once an Eligible Contractor/Subcontractor is enrolled into the OCIP, the Program Administrator will issue a separate Workers' Compensation Policy. All Enrolled Contractors/Subcontractors will need to comply with the rules and regulations of the California Workers Compensation Insurance Rating Bureau (WCIRB).

#### Project Site Monthly Payroll Report

Project Site Monthly Payroll Reports must be submitted to the Program Administrator on a monthly basis, until the completion of the contract. This report must summarize the unburdened payroll by Workers' Compensation Class Code. Certified payroll is not a requirement of the OCIP and cannot be accepted. If the Project Site Monthly Payroll Report is not submitted to Program Administrator on a monthly basis, the Construction Manager and/or District can withhold payment until the report is received. Contractor agrees to keep and maintain accurate and classified records of their payroll for operations at the Project Site. This payroll information is submitted to the OCIP Insurance Carrier. At the end of each contract, a carrier audit may be performed using the reported payroll.

#### 2. Contractor's Completion Notice

Contractor's Completion Notice must be submitted to the Program Administrator upon completion of work at the Project Site, which includes punch list items, but not warranty work. This form evidences all enrolled Contractors'/Subcontractors' actual start and completion dates, per each contract. This information is used to confirm that each Workers' Compensation Policy was issued with correct policy term dates, covering the Contractors/Subcontractors for the duration of their Work at the Project Site. This information is subsequently submitted to the WCIRB.

#### 1.3 DISTRICT-PROVIDED INSURANCE (OCIP)

- A. Workers' Compensation and Employer's Liability Insurance, will be provided by the Program Administrator, in accordance with applicable state laws, to all enrolled Contractors/Subcontractors reflecting the following Limits of Liability:
  - ▶ Workers' Compensation California Statutory Benefits
  - ▶ Employer's Liability

- \$1,000,000 Bodily Injury each Accident
- \$1,000,000 Bodily Injury by Disease Policy Limit
- \$1,000,000 Bodily Injury by Disease Each Employee
- Deductible: None
- B. **General Liability Insurance**, placed by the Program Administrator, will be provided on an "Occurrence" form under a master liability policy. Certificates of Insurance will be provided to all enrolled Contractors/Subcontractors reflecting the following Limits of Liability:
  - \$5,000,000 Bodily Injury and Property Damage Liability
  - \$10,000,000 General Aggregate
  - ▶ \$5,000,000 Products and Completed Operations
  - ▶ 10 Years Completed Operations
  - ▶ Limits are per Project
  - ▶ Deductible: None
- C. Excess Liability Insurance, placed by the Program Administrator, will be provided on an "Occurrence" form under a master liability policy. Certificates of Insurance will be provided to all enrolled Contractors/Subcontractors reflecting the following Limits of Liability:
  - \$25,000,000 Bodily Injury and Property Damage Liability
  - **▶** \$25,000,000 General Aggregate
  - \$25,000,000 Products and Completed Operations
  - ▶ 10 Years Completed Operations
  - ▶ Deductible: None
- D. **Contractor's Pollution Liability**, placed by the Program Administrator, will be provided on a "Claims Made" form under a master liability policy. Certificates of Insurance will be provided to all enrolled Contractors/Subcontractors reflecting the following Limits of Liability:
  - \$25,000,000 Each Loss/Annual Aggregate
    - Claims expense, including defense cost, within limits
  - ▶ \$10,000 Deductible, Per Claim
    - The party legally responsible for any loss or damage shall, to the extent of such responsibility, pay
      the deductible
- E. **Builders Risk,** property insurance purchased and maintained by the District, during the course of construction, at the Project Site. The coverage is maintained until Final Completion has been achieved. Such property insurance shall be written on a repair or replacement cost basis, subject to standard exclusions, property limitations and conditions. Such insurance shall include the interests of the District and Contractors/Subcontractors during the Course of Construction and shall provide broad coverage.

A deductible of \$10,000-\$25,000 (\$50,000 on structural renovation work), which shall be determined by the type of construction, will apply to each occurrence. The deductible amount will be paid by the party or parties responsible for the loss or damage and will not be reimbursed by the OCIP Insurance Program.

#### 1.4 OCIP CERTIFICATES AND POLICIES

The OCIP Program Administrator will provide each enrolled Contractor/Subcontractor their own Workers' Compensation policy. Certificates of Insurance will be furnished for the General Liability, any Excess Liability, Contractor's Pollution Liability, and Builders Risk coverage. These policies are available for review by the Contractor/Subcontractor, upon request to the District or the Program Administrator. Such policies or programs may be amended from time to time and the terms of such policies or programs are incorporated herein by reference. Contractors/Subcontractors hereby agree to be bound by the terms of coverage, as contained in such insurance policies and/or self-insurance programs.

#### 1.5 REQUIRED CONTRACTOR-PROVIDED INSURANCE COVERAGE UNDER AN OCIP

For any work under this contract, and until completion and final acceptance of the work by the District, the Contractors/Subcontractors shall, at their own expense provide the following coverage for off-site locations, labor, and operations before commencing work on the Project Site. Automobile Liability Insurance must be maintained for both on-site and off-site operations. See Paragraph 1.6 for Certificate Holder specification. Furthermore, the policies shall provide not less than sixty (60) days prior written notice to the Program Administrator, of any material change in the insurance, cancellation, or non-renewal.

**A. General Liability Insurance,** minimum limits of liability are as follows:

		<u>Prime</u> Contractor	<b>Subcontractor</b>
•	Bodily Injury and Property Damage	\$2,000,000	\$1,000,000
•	Per Occurrence	\$2,000,000	\$1,000,000
•	General Aggregate	\$2,000,000	\$1,000,000
•	Products/Completed Operations Aggregate	\$2,000,000	\$1,000,000
•	Personal/Advertising Injury Aggregate	\$2,000,000	\$1,000,000

The policy shall be endorsed to exclude the Project.

Note: If an enrolled participant in the OCIP chooses to have the policy endorsed to include the Project site during the construction period, coverage should be excess and/or difference in conditions (DIC) of the OCIP. This cost is not permitted to be passed back to Owner. Inclusion of the Project site on such insurance policies shall not replace the OCIP coverage or otherwise affect the cost identification requirement in Section 1.1.2.

**B. Automobile Liability Insurance**, must cover all vehicles owned by, hired by, or used on behalf of the Contractors/Subcontractors with the following limits of liability:

	Prime Contractor	<u>Subcontractor</u>
Bodily Injury and Property Damage	\$2,000,000	\$1,000,000

- C. Workers' Compensation and Employer's Liability Insurance (off-site)
  - Workers' Compensation –Statutory Benefits All States
  - ▶ Employer's Liability
    - \$1,000,000 Bodily Injury each Accident
    - \$1,000,000 Bodily Injury by Disease Policy Limit
    - \$1,000,000 Bodily Injury by Disease Each Employee

The policy shall be endorsed to exclude the Project.

- D. Professional Liability Insurance, if Contractor's work requires design and/or design-assist services, Contractor shall purchase and maintain, at its sole cost and expense Professional Liability (Errors and Omissions) insurance for all professional services provided. This Professional Liability insurance shall include full prior acts coverage sufficient to cover the services under this Agreement, the limits of which shall not be less than the following:
  - \$2,000,000, Per Claim/Aggregate
  - ▶ Deductible or self-insured retention amount must not be greater than \$100,000, including coverage of contractual liability.

Professional Liability Insurance is to be maintained during the term of the contract and for so long as the insurance is reasonably available as provided herein, for a period of ten (10) years after completion of the services.

- **E. Environmental and Asbestos Abatement Coverages**, if the Contractor's/Subcontractor's scope of work involves the removal of asbestos, the removal/replacement of underground tanks, or the removal of toxic chemicals and substances, the Contractor/Subcontractor shall be required to provide coverage, with limits not less than \$1,000,000 per claim basis, for such exposures subject to requirements and approval of the District.
- **F.** Aircraft or Watercraft Liability Insurance, if any Contractor/Subcontractor, requires the use of Aircraft, including helicopters, or Watercraft at the Project Site, the Contractor/Subcontractor shall purchase and maintain, or cause the operator of the Aircraft or Watercraft to purchase and maintain, Aircraft or Watercraft liability insurance. This must insure passengers and the General Public against personal injury, bodily injury or property damage arising out of the maintenance, use or entrustment to others. It includes Aircraft or Watercraft owned or operated by or rented or loaned to any insured. Use includes operation and "loading or unloading". Contractor/Subcontractor shall be required to provide coverage, with limits not less than \$1,000,000 per claim basis, for such exposures subject to requirements and approval of the District.
- **G. Personal Property:** All Contractors'/Subcontractors' shall be solely responsible for any loss or damage to their personal property including, without limitation, their tools and equipment, mobile construction equipment, scaffolding, and temporary structures, whether owned, borrowed, used, leased or rented by any Contractor/Subcontractor. Contractors/Subcontractors may at their sole discretion, purchase and maintain insurance or self-insure such equipment and property, and any deductible in relation thereto shall be their sole responsibility. Any insurance, including self-insurance, shall be the Contractors'/Subcontractors' sole source of recovery in the event of a loss.
- **H.** The OCIP is intended to provide broad coverages and high limits to all Enrolled Contractors/Subcontractors. The Owner does not warrant or represent that the OCIP coverages constitute an insurance program that adequately addresses the risks of the Contractors/Subcontractors.

Prior to the commencement of work under the contract, it is the responsibility of all Contractors/Subcontractors to ensure that the OCIP coverages provided sufficiently address their insurance needs. Any type of insurance or any increase of limits of liability not described in this Section, which the Contractors/Subcontractors require for their own protection or on account of any statute, will be their own responsibility and expense.

#### 1.6 REQUIRED CONTRACTOR-PROVIDED CERTIFICATES OF INSURANCE

- A. Required Endorsements:
  - 1. Certificate shall name San Mateo County Community College District, its Board of Trustees, and their employees, representatives, consultants, agents and Architect/Engineer as additional insured, but only with respect to liability arising out of the activities of the Named Insured for Auto Liability.
  - 2. Each such policy shall apply separately to each insured against which claim is made or suit is brought, except with respect to the limit of the insurance company's liability.
  - Insurance shall be primary and no other insurance or self-insured retention carried or held by District shall be called upon to contribute to a loss covered by insurance for the named insured, except when covered by the OCIP.
  - 4. Insurance shall contain a provision requiring the insurance carriers to waive their rights of subrogation against District and all additional insured, as well as other insurance carriers for the Work
  - 5. Insurance certificates shall be addressed to:

San Mateo County Community College District c/o Statewide Educational Wrap Up Program (SEWUP) 2355 Crenshaw Blvd., Suite 200 Torrance, CA 90501

B. Certificates of insurance and endorsements shall have clearly typed thereon District Bid Number and title of Contract Documents. Written notice of cancellation, non-renewal, or reduction in coverage of any policy shall be mailed to District (Attention: Contract Administration/Inspection) at the address listed in Section 00 52 00 (Agreement), sixty (60) Days in advance of the effective date of the cancellation, non-

renewal, or reduction in coverage. Contractor shall maintain insurance in full force and effect during entire period of performance of Contract Documents. Contractor shall keep insurance in force during warranty and guarantee periods. At time of making application for extension of time, and during all periods exceeding the Contract Time resulting from any cause, Contractor shall submit evidence that insurance policies will be in effect during requested additional period of time. Upon District's request, Contractor shall submit to District, within thirty (30) Days, copies of the actual insurance policies or renewals or replacements.

#### 1.7 ADDITIONAL REQUIREMENTS

#### A. Waiver of Subrogation and District Indemnification

With respect to their work on the Project Site:

- District waives all rights of subrogation and recovery against the Contractors/ Subcontractors to the extent of any loss or damage, which is insured under the OCIP.
- Contractors/Subcontractors waive all rights of subrogation and recovery against the District
  and other Contractors/Subcontractors to the extent of any loss or damage, which is insured
  under the OCIP.
- The Contractors/Subcontractors are obligated to indemnify the District for damages or claims not covered by the OCIP.

#### B. No Release

The provision of the OCIP, by the District, will in no way be interpreted as relieving the Contractors/Subcontractors of any other responsibility or liability under this agreement or any applicable law, statute, regulation, or order.

#### C. Coverage to be Provided by Contractor/Subcontractor During Warranty Period

OCIP coverage terminates on the Project's Final Acceptance Date. Contractors/subcontractors who return to the Project Site after this date, for any reason, do so under their own insurance coverage.

#### D. Change Order Pricing

Change Order pricing shall exclude any costs relating to insurance coverage afforded under the OCIP.

#### E. Duties in the Event of a Loss

Contractors/Subcontractors are required to report any and all losses, which include potential losses, promptly to the Insurance Company, Program Administrator and District. A full description and details of the incurred loss are also required.

The Contractor/Subcontractor shall assist the District, its agents, and the Program Administrator, by providing the utmost cooperation in the adjustment of claims arising out of the operations conducted under, or in connection with, the Project and shall cooperate with the District's Insurers in claims and demands that arise out of the Work and that the Insurers are called upon to adjust.

#### F. Safety Program Requirements

Contractor/Subcontractors are required to adhere to the requirements outlined in Section 01 56 00 "Site Security and Safety".



#### STATEWIDE EDUCATIONAL WRAP-UP PROGRAM INSURANCE QUALIFICATION FORM

#### TO BE EXECUTED BY ALL PRIME BIDDERS AND SUBMITTED WITH PROPOSAL

As described in the bidding documents, the District has elected to implement an Owner Controlled Insurance Program (OCIP) for this Project. Pursuant to Government Code Section 4420.5, the District must conduct a bid evaluation to assess whether prospective bidders, including Contractors and Subcontractors of all tiers, meet minimum occupational, sofety, and health qualifications established by the

Dis	ict. In order to complete this evaluation, all prospective bidders must submit the following information, and all Contractors and ontractors of every tier must satisfy the minimum standards established by the District for inclusion in the Program.
1.	Current Year Workers' Compensation Experience Modifier:
	Workers' Compensation Bureau ID #:
2.	Number of Serious and Willful violations (Labor Code Section 6300 et seq) that have been actually awarded against you in the last:
	Five (5) Years?
3.	Attach a copy of the following as evidence of your Injury & Illness Prevention Program (IIPP)
	(Labor Code Section 6401.7 and Cal OSHA regulation: CCR Title 8, #3203) Sample IIPP Programs can be obtained on the Cal
	OSHA web site at <a href="https://www.dir.ca.gov/title8/3203.html"><u>www.dir.ca.gov/title8/3203.html</u></a>
	Table of Contents of your Safety Program
	<ul> <li>A full copy of the IIPP is not required at time of bid submission</li> </ul>
Pur	ant to Government Code Section 4420.5, CONTRACTORS AND SUBCONTRACTORS of every tier must meet certain minimum
star	ards to enable the District to use an OCIP. The District and its SEWUP JPA have determined that the Contractors/Subcontractors
mu	meet the following minimum standards.
	The number of allowable Serious and willful violations (Labor Code Section 6300 et seq) awarded against the
	Contractor/Subcontractors in the past Five (5) Years shall not exceed:

- 1 to 3 Contractors/Subcontractor maximum of 1 Serious and Willful Violations maximum of 2 Serious and Willful Violations
- 4 to 6 Contractors/Subcontractor
- 7 or more Contractors/Subcontractor maximum of 3 Serious and Willful Violations
- 100% of the firms must provide evidence Injury & Illness Prevention Program (IIPP)
- 75% of the Subcontractors must have a Workers' Compensation Experience Modification Factor (EMR) of 1.25 or less averaged over the last three published years. Under no circumstances will a Prime Contractor with an EMR of greater than 1.25 be allowed to enroll in the OCIP.

IMPORTANT: BIDDING PRIME CONTRACTORS SHALL COMPLETE AND RETURN the Insurance Qualification Form and evidence of IIPP to the DISTRICT with bid submission, on or before the date and time specified in the Notice to Bidders as part of your bid package. PRIME BIDDING CONTRACTORS certify with this submission their listed subcontractors of all tiers comply with the above listed requirements.

Failure of prospective bidders to timely submit the required information or to satisfy the minimum occupational safety and health qualifications shall disqualify them from participation in the Project. Any bid submitted by a Contractor that has not satisfied the minimum occupational safety and health qualifications established to bid on the Project, as set forth in Project Specification Section 00 73 17, Insurance, section 1.2 B.1., shall render the bid non-responsive.

I declare under penalty of perjury, under the laws of the State of California, that the information provided on and with this form is true, correct, and complete.

Contractor Name:	Contractor License #:
Address, City, State,	
Zip:	
Phone:	Fax #:
	•
Contact Person Name:	Title:
Signature:	

Administrator: Keenan & Associates, SEWUP Dept., 2355 Crenshaw Blvd., Ste. #200, Torrance, CA 90501



Ph (310) 212-3344, Fax (310) 787-8838 License #0451271

### Statewide Educational Wrap-Up Program CONTRACTOR ENROLLMENT FORM

### TO BE EXECUTED BY AWARDED CONTRACTOR AND SUBMITTED WITH EXECUTED CONTRACT (Do not submit with Bid)

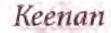
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SEWUP)		CONTRA	ACTOR ENR	OLLMENT FORM	-
District Name;		San Mateo County	y Community C	ollege District	
Project I	vame:				
			Contractor Ini	ormation	*
Contractor/Subcontractor (	Legal Na	ame):			
If you are a subsidiary and	ordivis	ion of another compan	y, please indicate	the name on file with th	e bureau
					A
Address					
City:				State:	2m:
Name & Title Of					A
Person(S) To Contact:				E-Mail Address:	
Phone Number:	6	i e		Fax:	
Confractor Libense #:			- 0	Federal Id #	
Entity: Sole Prop	nathreh	in: [] Parter	ship: 🗆	and the second second	net IT
			arup.	1000 100	161-
Payroll/Accounting Conta	es (IV-CM)	ner Inan Above):	A	4 5	1.0
Phone: ( )		Fax L M	100	E-Mail Appress:	
			*******	100	Sale .
A TOTAL OF A STATE OF THE STATE		- Darie N	Contract I	Marie Tolland	District Control
Your status on this Project:	- 19	(a) Seneral/Prime	e Contractor	(b) S	Subcontractor
		(c) Tier/Subcont	ractor	(d) (d)	Other
you checked (b), (c) or (d)		ive name of the contra	ctor for		
nom you are under contrac	t with:	1.4	De 3	6	
iid package = (*applicable)	-	- 1	Total	al Contract Amount	5
iontract Award Date:	14	, I	The second secon	tract amount for Performed Work:	5
	1	78.	200		
stimated Start Date*: This will be the effective date	et war	Y Pinnuarana I Hilber I		mated Completion Date	¥ 1
- 1		A CONCRETE SHIPS	Carrey Corner Milate		
escription of work performs	138	1			
		W IN	(5)		
For this project, will you be	doing of	reste work?	Yes 🔲	No	
If yes, please describe?					
		Mort	ers' Compens	office Ecotion	
		of every tier is require	d to submit a list	of job/WC classification	ns and their respective estimated payrolls ar
	se conta	ct the SEWUP Departn	nent for a Suppler	nental Contractor Enrol	mitted for each contract /bid package. If the liment Form. Payroll Records are subject to
Description of Work	audit	by the Owner's Worker	rs' Compensation On-Site Man-hour	and General Liability in	nsurance carrier On-Site Straight Time Payroll
cample: Carpenter <\$22/hou	T.	5403	160	-	\$3,040
and supplied registron		5500	1,360		1900,00700
		Totals			

Project Name:	v	Contractor Name:		
	17.			
Expected Subcontractors: If an Subcontractor: Use additional		ed under this Contract, please	complete the following info	rmation for each
Company Manag		Contact Person:		
Company Name: ADDR	'	Contact Ferson,		
City/State/Zip Code				
Phone:			E Mail:	
Scope of Work			C Wall,	
Contractor License		Contract Value	46	
Est. Start Date:		Est, Completion Date		
SE CHEY DESC.		Est, completion pass		
Company Name:		Contact Person:		
Address:	-	Contact Elact		
City/State/Zip Code:			700	
Phone:	1,7 11	1	E Mail:	-
Scope of Work:	J= -4P	-		
Contractor Libense		Contract Value	7	
Est. Start Date:		Est. Completion Date		
	- 4	T. Compension Cons	- N. F.	
Company Name		Contact Person:	F	
Address:		Comact eraon.		
City/State/Zip Code:	70.	-	30"	
Phone:	7794		E Mail:	
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Est. Start Date:	A. Cont	Contract value		
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46	1.00	9		
Company Name	1 4	Contact Person:		
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Dity/State/Zip Code:	A			
Phone	/ Y		E Mait:	
Scope of Work:		·		
Contractor License	V 2	Contract Value	r e	
Est, Start Date:	1	Est, Completion Date		
DECLARE UNDER PENALTY OF THIS DOCUMENT IS TRUE AT ACCEPTANCE OF THIS FORM. FIRM WILL NOT BE ENROLLED	ND CORRECT: I HEREBY SHOULD I SUBMIT AN INCO	AWS OF THE STATE OF CALIFO UNDERSTAND THAT ENROLL IMPLETE FORM, KEENAN'S SEV	ORNIA THAT THE INFORMAT LIMENT IS CONTINGENT UI WUP DEPARTMENT WILL CO	PON RECEIPT A
Print Name:		Title:		_
Signature:		Date:		
Fax or Mail Completed Form keenan & Associates, 2355 On Attn: SEWUP Department Phone (310) 212-3344, Fax (31 License No. 0451271	enshaw Blvd., Ste. #200, To	orrange, CA 90501	Kee	el a v
DELIDE TYD, DYOTAL			neer	LEITI

		PROJECT SITE MON	THLY PAYROLL RE	PORT	
District Name:	San Mat	teo County Community (	College District	Bid Pk	g. #.
Project Name:				REPOR	
				(Silvou S	(COST USA)
Reporting Month			Example:	Februa	ry 2006
Company Name			Dba Name:	76. V	1.1
Under Contract V	Vith:		SEWUP Site Code*:		
			The old Line Only) To be	essigned by the SEALF	donataicr
			700		9.1
Workers' Comp Class Co		Work Description	Total Monthly M	an-hours	Payrol!*
		The same of	X	Y	
		100	Y		
0	1	TOTAL	S 5		
PAYROLL INFOR	MATION CO	MATION REPORTED ABOV DULD AFFECT YOUR EX INSURANCE RATING BUR	MOD - EXPERIENCE		
Signature:		K	Title:		
Section 19 ft 1	No. 13				

Fax or Mail Completed Form To: Keenan & Associates, 2365 Crenshaw Blvd., Ste. #200, Tomance, CA 90501 Attn: SEWUP Department Phone (310) 212-3344, Fax (310) 767-8838

License No. 0451271



SEWUP)	STATEWIDE EDUCA	TIONAL WRAP	UP PROGRAM	
	Contractor's	Completion No	tice	
District Name:	San Mateo County Community College District			
Project Name:	11 12		A	
Associates upo Please include,	n completion or termina	complete this for ation of work act	E READ  n and return to Keenan &  tivities under this contract,  s for final contact value (ii	
Initial Contract			- X	
Final Contract  Last Day on Si	100		1	
*This would include	work performed on final bloseou	t or punch-list items and	should <u>not</u> include warranty work.	
Contractor/Sub	contractor Legal Name:	V 7		
Contractor/Subo	contractor dba Name:	. 7		
Contractor Lice	nse Number:	1		
Address:	V		~	
Representative Name (Print):	s	Title:		
Signature:	1	Date:		

Fax or Mail Completed Form To: Keenan & Associates, 2355 Crenshaw Blvd., Ste. #200, Tomance. CA 90501 Attn: SEWUP Department Phone (310) 212-3344, Fax (310) 787-8838

License No. 0451271



Rev. 04/05

PART 2 PRODUCTS - Not Used

**PART 3 EXECUTION - Not Used** 

END OF SECTION

# COLLEGE OF SAN MATEO

### SCIENCE BUILDING

**Dedicated September 8, 2006** 

San Mateo County Community College District Board of Trustees

Dave Mandelkern, President
Helen Hausman, Vice President-Clerk
Richard Holober
Patricia Miljanich
Karen Schwarz
Richael Young, Student Trustee

Ron Galatolo, Chancellor

Shirley J. Kelly, President College of San Mateo

> McCarthy / LPA Design-Builder

3/4" x 24" high x 20" long cast bronze background/ dark. Brown texture/ pebbled





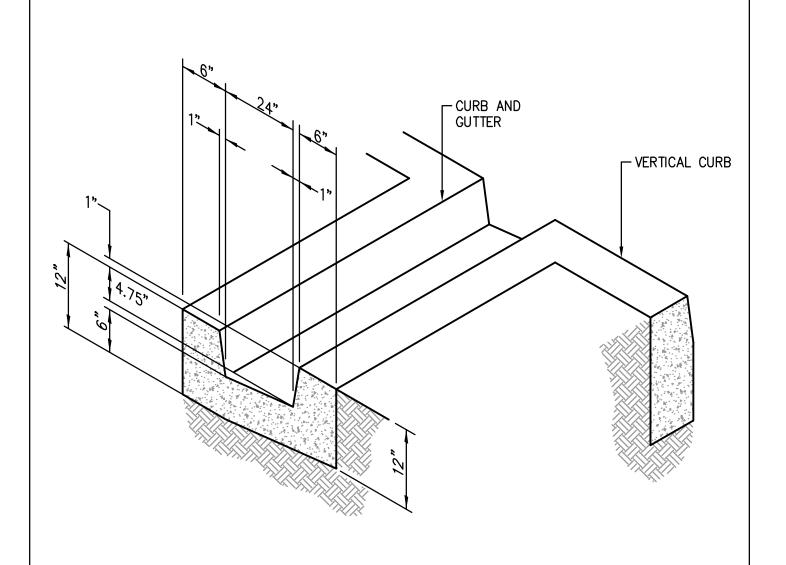
#### BAY BRONZE INC.

Phone 800.611.7117 Fax 800.611.7601 info@baybronze.com I have received this artwork for layout, spelling, spacing and all graphic attributes. Further, I have reviewed the specifications at the bottom of this artwork,

I AGREE TO ALL DESCRIPTIONS AND CALLOUTS.

MY SIGNATURE WILL RELEASE THIS ARTWORK FOR PRODUCTION.

SIGNATURE: DATE:



### **GUTTER CHANNEL DETAIL**

NTS

### Noll & Tam **Architects**

729 Heinz Avenue Berkeley, California 94710 tel 510.649.8295 fax 510.649.3008



### CSM North Gateway Part II

DSA FILE NO. 41 - C1 APPLICATION NO. 01 - 110307

**REVISION NO. G7** 

REFERENCES:

CSK-1

DRAWING

SCALE: NONE

DT02WF01X 1/2" =1'-0"

SCALE: NONE

DRINKING FOUNTAIN SEE SITE FURNISHINGS LEGEND.

CONCRETE PAD ® FOUNTAIN - FINISH AND COLOR TO MATCH ADJACENT CONCRETE 2

FINISH GRADE.

5

4

REMOTELY LOCATE GREEN PLASTIC VALVE BOX. LOCATE IN ADJACENT PLANTER @ A LOCATION TO BE DETERMINED IN THE FIELD BY THE LANDSCAPE ARCHITECT. EXTEND PIPING AS

MDF CONTROL VALVE. SIZE PER MANUFACTURER.

S

1 1/2" WATERLINE SEE CIVIL PLANS. 9

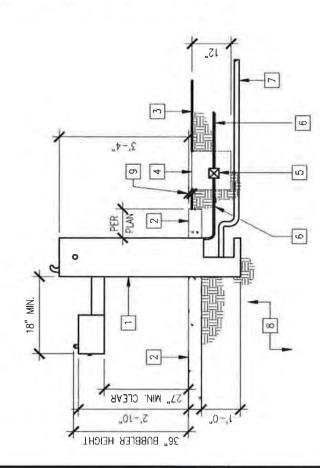
DRAINLINE, PER CIVIL PLANS

UPPER 2'-0" (TWO FEET) OF SOIL DIRECTLY BENEATH FOOTING SHOULD BE COMPACTED TO A RELATIVE COMPACTION OF 90% 00

1 1/2" @ SHRUB/GROUNDCOVER 1" @ TURF 6

1 REFER TO SITE FURNISHINGS LEGEND SHEET LO.01

2. REFER TO MANUFACTURER INSTALLATION PROCEDURES.



Noll & Tam Architects 729 Heinz Avenue Berkeley, California 94710 tel 510.649.8295

fax 510.649.3008





### CSM North Gateway Part II

DSA FILE NO. 41 - C1 APPLICATION NO. 01 - 110307

REVISION NO. G7

REFERENCES: Detail 9/L4.01 DATE: May 15, 2011

**DRAWING** 

LSK-1