

SECTION 00 91 01

ADDENDUM NO. 1

SUMMARY

This document includes requirements that clarify or supersede portions of the Request for Proposal. This Addendum is a Contract Document.

1. CONTRACT DOCUMENTS

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

- a. Replacement Section 00 73 17 Contractor-Provided Insurance Version 2 dated January 06, 2009 (attached hereto) supersedes Version 1 of that same document. Changes incorporated into Version 2 include:
 - i. A. 3. a. \$10,000,000 Bodily Injury and property Damage Liability
 - ii. A. 3. b. \$10,000,000 General Aggregate
 - iii. A. 3. c. \$10,000,000 Products and Completed Operations
- b. Replacement Section 00 01 10 Table of Contents Version 2 dated January 06, 2009 (attached hereto) supersedes Version 1 of the same document. Table of contents Version 2 includes reference to:
 - i. This new Section 00 91 01 Addendum No. 1 dated January 6, 2009.
 - ii. Replacement Section 00 73 17 Contractor-Provided Insurance Version 2 dated January 6, 2009.
 - iii. Replacement Section 00 31 19 Reports, Surveys and Existing Conditions Version 2 dated January 6, 2009.

2. RFIs

The following requests for information were received. These questions and answers are being shared with everyone.

- a. *Under Document 00 41 00 Bid Form A. Schedule of Bid Prices... Page 3 of 5 Item # 4 a & b. Could you please explain what you mean under Multiplier and Unit of Measures for these two items? It is not quite clear on how we are suppose to multiply by 10 with tonnage or our labor rates?*

The contractor should enter the cost of off hauling debris and non-hazardous items encountered during abatement and simply multiply that dollar figure by 10. For labor rate, the contractor should enter the dollar amount the District will be charged for removing non-hazardous materials encountered during abatement and multiply that dollar amount by the multiplier of 10.

- b. *May we have a copy of the bid results from the previous bid round?*

A copy of The San Mateo County Community College District Districtwide Asbestos Abatement Project 2003 Bid Results Log has been added as a reference document, listed in Section 00 31 19 Reports, Surveys and Existing Conditions Version 2 dated January 6, 2009, and posted to the Districtwide Hazardous Materials Abatement Unit Price Contract, Project Documents page.

END OF ADDENDUM

SECTION 00 73 17
CONTRACTOR-PROVIDED INSURANCE

- A. At or before the date specified in Section 00 11 19 (Instructions to Bidders), Contractor shall furnish to District satisfactory proof that Contractor has taken out for the entire period covered by the Contract the following classes of insurance in the form and with limits and deductibles specified below:
1. Workers' Compensation Insurance for all persons whom the Contractor may employ in carrying out Work contemplated under Contract Documents, in accordance with the Act of Legislature of State of California, known as "Workers' Compensation Insurance and Safety Act," approved May 26, 1913, and all acts amendatory or supplemental thereto, in the statutory amount. Employers Liability Limit shall be not less than \$1,000,000.
 2. Comprehensive General Liability Insurance covering claims for personal injury, bodily injury and property damage arising out of the Work and in a form providing coverage not less than that of a standard Commercial General Liability Insurance policy ("Occurrence Form"). Such insurance shall provide for all operations and include independent contractors, products liability, completed operations for one year after Final Completion of the last Phase to be completed and acceptance of the final payment for the Work, contractual liability, and coverage for explosion, collapse and underground hazards. The limits of such insurance shall be not less than **[\$5,000,000]** each occurrence, **[\$10,000,000]** general aggregate limit, and **[\$5,000,000]** aggregate for products and completed operations. The policies shall be endorsed to provide Broad Form Property Damage Coverage.
 3. Excess Liability Insurance, on an "Occurrence" form Coverage should apply and follow form over primary coverages shown above. Limits must apply per any one occurrence and general aggregate annually; and Annual Aggregate Products and Completed Operations. The following are required excess limits of liability:
 - a. \$10,000,000 Bodily Injury and Property Damage Liability
 - b. \$10,000,000 General Aggregate
 - c. \$10,000,000 Products and Completed Operations
 4. Contractor's Pollution Liability, on a "Claims Made" or "occurrence"
 - a. \$25,000,000 Each Loss/Annual Aggregate
 5. All-Risk Builders' Risk aka 'Course of Construction' Insurance for physical loss or damage to the Work, temporary buildings, false work, and materials and equipment in transit, and shall insure against at least the following perils or causes of loss: fire, lightning, extended coverage, theft, vandalism and malicious mischief, damage to adjacent buildings, partial or total collapse of structure(s), debris removal, demolition occasioned by enforcement of Laws, water damage, damage caused by frost and freezing in the amount of 100 percent of the completed value of the Work to be performed under this Contract. Each loss shall be borne by Contractor.
 6. Comprehensive Automobile Liability Insurance covering all owned, non-owned, and hired vehicles. Such insurance shall provide coverage not less than the standard Comprehensive Automobile Liability policy with limits not less than **[\$1,000,000]** each person Bodily Injury, **[\$1,000,000]** each occurrence Bodily Injury, and **[\$1,000,000]** each occurrence Property Damage.
- B. All policies of insurance shall be placed with insurers acceptable to District. The insurance underwriter(s) must have an A. M. Best Company rating of **[A-IX]** or better. Required minimum amounts of insurance may be increased should conditions of Work, in opinion of District, warrant such increase. Contractor shall increase required insurance amounts upon direction by District.

Required Endorsements:

1. Name San Mateo County Community College District, its Board of Trustees, and their employees, representatives, consultants, agents and Architect/Engineer as additional insured ATIMA (As Their Interest May Appear) on the Commercial General Liability Policy and Automobile Policy but only with respect to liability arising out of the activities of the Named Insured..
2. Commercial General Liability additional insured endorsement shall be ISO version CG 20 10 (11/85 edition) or its equivalent.

3. 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 required under paragraphs A.1, A3 & A6 of this Section 00 73 17.
 4. 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.
 5. 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.
 6. Insurance certificates shall be addressed to: San Mateo County Community College District, 3401 CSM Drive, San Mateo, 94402, Attention Facilities Planning and Operations Department.
- C. 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, except that Contractor may discontinue All-Risk Course of Construction Insurance after Final Payment. 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.
- D. Contractor shall pay all insurance premiums, including any charges for required waivers of subrogation or the endorsement of additional insured. If Contractor fails to maintain insurance, District may take out comparable insurance, and deduct and retain amount of premium from any sums due Contractor under Contract Documents.
- E. If injury occurs to any employee of Contractor, Subcontractor or sub-subcontractor for which the employee, or the employee's dependents in the event of employee's death, is entitled to compensation from District under provisions of the Workers' Compensation Insurance and Safety Act, as amended, or for which compensation is claimed from District, District may retain out of sums due Contractor under Contract Documents, amount sufficient to cover such compensation, as fixed by the Act, as amended, until such compensation is paid, or until it is determined that no compensation is due. If District is compelled to pay compensation, District may, in its discretion, either deduct and retain from the Contract Sum the amount so paid, or require Contractor to reimburse District.
- F. Nothing in this Section 00 73 17 shall be construed as limiting in any way the extent to which Contractor or any Subcontractor may be held responsible for payment of damages resulting from their operations.
- G. Except that Subcontractors need obtain only **[\$1,000,000]** of Comprehensive General Liability insurance, all Subcontractors shall maintain the same insurance required to be maintained by Contractor with respect to their portions of the Work, and Contractor shall cause the Subcontractors to furnish proof thereof to District within ten (10) Days of District's request.
- H. The following provisions apply to any licensed professional engaged by Contractor to perform portions of the Work ("Professional").
1. Each Professional shall maintain the following insurance at its sole cost and expense:
 - a. Provided such insurance is customarily required by District when professionals engaged in the profession practiced by Professional directly contract with District, Professional Liability Insurance, insuring against professional errors and omissions arising from Professional's work on the Project, with a limit of not less than **[\$1,000,000]** for each claim. If Professional cannot provide an occurrence policy, Professional shall provide insurance covering claims made as a result of performance of Work on this Project and shall maintain such insurance in effect for not less than two years following Final Completion of the Project.
 - b. All insurance required by paragraphs A.1, A.2 and A.6 of this Section 00 73 17. Professional shall satisfy all other provisions of paragraphs A, B, C, D, E and F of this Section 00 73 17 relating to that insurance, including without limitation providing required insurance certificates (containing the required endorsements) before commencing its Work on the Project.

END OF SECTION

DOCUMENT 00 01 10

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00 11 19	Version 1	Instructions to Bidders
00 21 14	Version 1	Bid Submittal Vicinity Map
00 21 15	Version 1	Project Site Campus Map
00 31 19	Version 2	Reports, Surveys and Existing Conditions
00 41 00	Version 1	Bid Form
00 43 10	Version 1	Indemnity and Release Agreement
00 43 13	Version 1	Bond Accompanying Bid
00 43 25	Version 1	Substitution Request
00 43 36	Version 1	Subcontractors List
00 43 45	Version 1	Escrow Agreement for Security Deposit
00 45 00	Version 1	Bidder Certifications
00 45 14	Version 1	Key Personnel
00 45 19	Version 1	Non-Collusion Affidavit

CONTRACTING REQUIREMENTS

Document		Title
00 50 00	Version 1	Notice to Proceed
00 51 00	Version 1	Notice of Award
00 51 01	Version 1	Notice of Intent to Award for Construction
00 52 00	Version 1	Agreement
00 61 00	Version 1	Construction Performance Bond
00 62 00	Version 1	Construction Labor and Material Payment Bond
00 65 36	Version 1	Guaranty
00 65 73	Version 1	Agreement and Release of Any and All Claims

CONDITIONS OF THE CONTRACT

Section		Title
00 71 00	Version 1	General Conditions
00 73 00	Version 1	Supplementary Conditions
00 73 05	Version 1	Supplementary Conditions – Hazardous Materials
00 73 17	Version 2	Contractor Provided Insurance
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00 91 01	Version 1	Addendum No. 1

Division 1 - General Requirements

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01 26 00	Version 1	Modification Procedures
01 29 00	Version 1	Measurement and Payment
01 31 19	Version 1	Project Meetings
01 32 16	Version 1	Progress Schedules and Reports
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01 35 00	Version 1	Special Procedures
01 41 00	Version 1	Regulatory Requirements
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01 45 23	Version 1	Testing and Inspection
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01 56 00	Version 1	Site Security and Safety
01 58 00	Version 1	Project Identification and Signs
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01 74 00	Version 1	Cleaning
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01 77 00	Version 1	Contract Closeout
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Division 2 and Above – Technical Requirements

02 80 00	Version 1	Hazardous Materials Remediation
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END OF DOCUMENT

DOCUMENT 00 31 19

REPORTS, SURVEYS AND EXISTING CONDITIONS**1. REPORT AND INFORMATION**

1.1 **Existence of Reports and utility surveys:** San Mateo County Community College District, its consultants, and prior contractors may have collected documents providing a general description of the Site and conditions of the Work. These documents may consist of geotechnical reports for and around the Site, contracts, contract specifications, tenant improvement contracts, as-built drawings, utility drawings, and information regarding Underground Facilities. These reports, documents and other information are not part of the Contract Documents and do not show new work to be constructed, rather, show existing conditions that Contractor will have to address as part of its construction planning and operations.

1.2 **Inspection of Reports:** Contractor may inspect reports and information regarding existing conditions at the three campuses. These documents are available for review on the District's Facilities web page located at: http://www.smccd.edu/accounts/smccd/departments/facilities/DW_AsbestosAbatement_01.shtml

These reports, documents and other information, are not part of the Contract Documents. Nevertheless, by submitting a Proposal, Contractor accepts full responsibility for reviewing, knowing and understanding the contents of all of these materials.

1.3 **Inclusion in Project Manual:** Hazardous Materials reports may be included in the Project Manual and information regarding existing conditions may also be included in the Project Manual, but neither shall be considered part of the Contract Documents, but rather "for information only."

1.4 Available Documentation:

- a) San Mateo County Community College District Districtwide Asbestos Abatement Project 2003 Bid Results Log.

2. USE OF INFORMATION ON EXISTING CONDITIONS AND REQUIRED PRE-PROPOSAL INVESTIGATIONS

2.1 Contractor's attention is directed to Document 00 71 00 (General Conditions) including but not limited to, its Article 2 "Proposal Period Investigations" and Article 14 "Modifications of Contract Documents" [Paragraph G "Differing Site Conditions" and Paragraph H "Change Orders Related to Underground Conditions"].

3. ACCESS TO SITE FOR INVESTIGATIONS

3.1 During the Pre-Proposal Site Visit(s), District will provide each Contractor access to the Site to conduct such examinations, investigations, explorations, tests, and studies, as each Contractor deems necessary for submission of a Proposal. Contractor must fill all holes and clean up and restore the Site to its former conditions upon completion of such explorations, investigations, tests, and studies. Such investigations may be performed only under the provisions of Document 00 11 13 (Advertisement for Bids) and Document 00 71 00 (General Conditions) including, but not limited to, proof of insurance and obligation to indemnify against claims arising from such investigation work. Each Contractor shall supply all equipment required to perform any investigations as each Contractor deems necessary. District has the right to limit the number of pieces of machinery operating at one time due to safety concerns.

END OF DOCUMENT



**San Mateo County Community College District
Districtwide Asbestos Abatement Project**

CONTRACTOR	Bid Form (p.1-6)	Bid Security	SubForm	Collusion Affidavit	ADDENDUM #1	ADENDUM #2	Phase 1	Basis For Award Total
Bayview Environmental Services, Inc	X	X	X	X	X	X	\$87,500.00	\$95,065.00
Performance Abatement Services	x	x	x	x	x	x	\$88,394.00	\$98,800.00
Sterling Environmental	x	x	x	x	x	x	\$111,065.00	\$118,640.00
CST Environmental, Inc.	x	x	x	x	x	x	\$112,148.00	\$125,028.00
Southwest Hazard Control	x	x	x	x	x	x	\$148,020.00	\$152,343.00