

SECTION 00 91 02

**ADDENDUM NO. 2**

**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 3 dated January 08, 2009 (attached hereto) supersedes Version 2 of that same document. Changes incorporated into Version 3 include:
  - i. A. 4. a. \$10,000,000 Each Loss/Annual Aggregate
  - ii. A. 5. Not Applicable.
- b. Replacement Section 00 41 00 Bid Form Version 2 dated January 8, 2009 (attached hereto) supersedes Version 1 of that same document. Changes incorporated into Version 2 include:
  - i. 1. A. Schedule of Bid Prices: 2. aa. Empty Storage Tanks
- c. Replacement Section 00 01 10 Table of Contents Version 3 dated January 8, 2009 (attached hereto) supersedes Version 2 of the same document. Table of contents Version 3 includes reference to:
  - i. This new Section 00 91 02 Addendum No. 2 dated January 8, 2009.
  - ii. Replacement Section 00 73 17 Contractor-Provided Insurance Version 3 dated January 8, 2009.
  - iii. Replacement Section 00 41 00 Bid Form Version 2 dated January 8, 2009.

**2. RFIs**

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

- a) *Not knowing what scaffold requirements may be needed in the future, is this an item that can be billed independent from the unit pricing?*

It is the District's intention to eliminate a separate billing for scaffolding and to have scaffolding included in set scopes of work. Specifically, the District defined scopes of work on the bid form that call for work in excess of 8 feet. Contractors should consider these scopes of work inclusive of any required scaffolding.

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. \$10,000,000 Each Loss/Annual Aggregate
  5. All-Risk Builders' Risk  
NOT APPLICABLE.
  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 41 00

**BID FORM  
TO BE EXECUTED BY ALL BIDDERS AND SUBMITTED WITH BID**

To be submitted as part of bid by the time and date specified in Section 00 11 19 (Instructions to Bidders), paragraph 1, Receipt of Bids.

**TO THE HONORABLE BOARD OF TRUSTEES OF THE SAN MATEO COUNTY COMMUNITY COLLEGE DISTRICT**

THIS BID IS SUBMITTED BY:

\_\_\_\_\_  
(Firm/Company Name)

**Re: BID NUMBER 86598, DISTRICT-WIDE HAZARDOUS MATERIALS ABATEMENT UNIT PRICE CONTRACT PROJECT**

- 1. The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an agreement with the San Mateo County Community College District ("District") in the form included in the Contract Documents, Section 00 52 00 (Agreement), to perform and furnish all Work as specified or indicated in the Contract Documents for the Contract Sum and within the Contract Time indicated in this Bid and in accordance with all other terms and conditions of the Contract Documents.
- 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 sixty (60) Days after the day of Bid opening.
- 3. In submitting this Bid, Bidder represents:
  - (a) Bidder has examined all of the Contract Documents and the following Addenda (receipt of all of which is hereby acknowledged).

| Addendum No. | Addendum Date | Signature of Bidder |
|--------------|---------------|---------------------|
|              |               |                     |
|              |               |                     |
|              |               |                     |

- (b) Bidder has visited the Site and performed tasks, reviews, examinations, and analysis and given notices, regarding the Project and the Site, as set forth in Section 00 52 00 (Agreement), Article 5.
- (c) Not Used.
- (d) Bidder has given District prompt written notice of all conflicts, errors, ambiguities, or discrepancies that it has discovered in or among the Contract Documents and as-built drawings and actual conditions and the written resolution thereof through Addenda issued by District is acceptable to Contractor.

4. Based on the foregoing, Bidder proposes and agrees to fully perform the Work within the time stated and in strict accordance with the Contract Documents for the following sums of money listed in the following Schedule of Bid Prices:

All Bid items must be filled in completely. Section 01 10 00 (Summary of Work) describes the scope of work to be performed under this contract. Quote in figures only, unless words are specifically requested.

**A. SCHEDULE OF BID PRICES: AGGREGATE OF CALCULATION OF UNIT PRICES**

In the coming years, the District anticipates the need for Hazardous Materials Abatement, including the scopes of work listed in the table below, on a range of projects at its three campuses. The multipliers in the worksheet below are meant to be representative of a composite scope of work and represents the scope of work associated in future projects. This worksheet will be used to calculate the low bid for bid 86598 and will be used solely for this purpose.

| Item No. | Description  | Multiplier | Unit of measure          | Cost per unit | Sub-total |
|----------|--|------------|--------------------------|---------------|-----------|
| <b>1</b> | <b>Mobilization/Demobilization</b>   |            |                          |               |           |
| a.       | For projects where work established by unit prices totals \$0 to \$10,000          | 10         | Lump Sum, ea. occurrence | X \$          | =         |
| b.       | For projects where work established by unit prices is between \$10,000 & \$100,000 | 10         | Lump Sum, ea. occurrence | X \$          | =         |
| c.       | For projects where work established by unit prices exceeds \$100,000               | 10         | Lump Sum, ea. occurrence | X \$          | =         |
| d.       | Occupied Space Premium   | 10         | Lump Sum, ea. occurrence | X \$          | =         |
| <b>2</b> | <b>Materials to be Abated including disposal</b>                                   |            |                          |               |           |
| a.       | ACM Pipe Insulation up to 12" outside diameter (O.D.)                              | 600        | Per linear foot          | X \$          | =         |
| b.       | ACM Pipe Insulation > 12" diameter O.D.  | 400        | Per linear foot          | X \$          | =         |
| c.       | ACM Elbow or "T"   | 250        | Per each                 | X \$          | =         |
| d.       | ACM Tank Insulation  | 300        | Per square foot          | X \$          | =         |
| e.       | ACM Duct Insulation  | 500        | Per square foot          | X \$          | =         |
| f.       | ACM Acoustical ceiling material from concrete deck or partition wall (<8 ft.)      | 10,000     | Per square foot          | X \$          | =         |
| g.       | ACM Acoustical ceiling material on gypsum board surface (<8 ft.)                   | 10,000     | Per square foot          | X \$          | =         |
| h.       | Suspended plaster ceiling with ACM acoustic plaster finish (<8 ft.)                | 2,500      | Per square foot          | X \$          | =         |
| i.       | ACM Acoustical ceiling material from concrete deck or partition wall (>8 ft.)      | 7,500      | Per square foot          | X \$          | =         |
| j.       | ACM Acoustical ceiling material on gypsum board surface (>8 ft.)                   | 7,500      | Per square foot          | X \$          | =         |
| k.       | Suspended plaster ceiling with ACM acoustic plaster finish (>8 ft.)                | 3,500      | Per square foot          | X \$          | =         |
| l.       | ACM acoustical ceiling tile with ACM mastic (<8 ft.)                               | 3,500      | Per square foot          | X \$          | =         |

| Item No. | Description  | Multiplier | Unit of measure          |   | Cost per unit |   | Sub-total |
|----------|--|------------|--------------------------|---|---------------|---|-----------|
| m        | ACM acoustical ceiling tile with ACM mastic (>8 ft.)                                 | 3,500      | Per square foot          | X | \$            | = |           |
| n        | ACM gypsum board with ACM joint compound (>8 ft.)                                    | 3,500      | Per square foot          | X | \$            | = |           |
| o        | ACM Floor tile with ACM mastic   | 50,000     | Per square foot          | X | \$            | = |           |
| p        | ACM Sheet Flooring with ACM mastic   | 300        | Per square foot          | X | \$            | = |           |
| q        | ACM Vinyl base with ACM mastic   | 1,000      | Per linear foot          | X | \$            | = |           |
| r        | ACM mastic only  | 100        | Per square foot          | X | \$            | = |           |
| s        | ACM Roofing materials  | 45,000     | Per square foot          | X | \$            | = |           |
| t        | Asbestos-lined Fume Hoods  | 2          | Per each                 | X | \$            | = |           |
| u        | PCB Containing Light Ballasts  | 130        | Per each                 | X | \$            | = |           |
| v        | PCB/Mercury containing Fluorescent Light Tubes (4 foot)                              | 200        | Per each                 | X | \$            | = |           |
| x        | PCB/Mercury containing Fluorescent Light Tubes (8 foot)                              | 30         | Per each                 | X | \$            | = |           |
| y        | Lead-based Paint   | 10,000     | Per square foot          | X | \$            | = |           |
| z        | Mercury containing thermostats and switches  | 25         | Per each                 | X | \$            | = |           |
| aa       | Empty Storage Tanks  | 15         | Per cubic foot           | X | \$            | = |           |
| ab       | Petroleum based products   | 50         | Per gallon               | X | \$            | = |           |
| ac       | Fire Doors   | 15         | Per Each                 | X | \$            | = |           |
| <b>3</b> | <b>Close-out</b>   |            |                          |   | \$            |   |           |
| a.       | For projects where work established by unit prices totals \$0 to \$10,000            | 10         | Lump Sum, ea. occurrence | X | \$            | = |           |
| b.       | For projects where work established by unit prices is between \$10,000 & \$100,000   | 10         | Lump Sum, ea. occurrence | X | \$            | = |           |
| c.       | For projects where work established by unit prices exceeds \$100,000                 | 10         | Lump Sum, ea. occurrence | X | \$            | = |           |
| d.       | Occupied Space Premium   | 10         | Lump Sum, ea. occurrence | X | \$            | = |           |
| <b>4</b> | <b>Labor &amp; Hauling Rates</b>   |            |                          |   |               |   |           |
| a.       | Off-haul Non-hazardous construction and demolition debris disturbed during abatement | 10         | Per tonnage              | X | \$            | = |           |
| b.       | Removal of Non-hazardous building materials impeding abatement                       | 10         | Labor Rates              | X | \$            | = |           |
|          |  |            |                          |   |               |   |           |
|          | <b>Sum of all Sub-totals (written in numbers)</b>                                    |            |                          |   |               | = | -         |

5. The method of calculation used to determine lowest bid is performed by extending the representative multiplier by the unit cost proposed by Contractor. Each row is then added up to determine Contractor total price for the composite. The bid will be awarded to the responsive and responsible bidder with the lowest "Sum of All Subtotals" for Sections 1, 2, 3, and 4, as determined by District calculation.
6. Subcontractors for work included in all Bid items are listed on the attached Document 00 43 36 (Subcontractors List).
7. The undersigned Bidder understands that District reserves the right to reject this Bid.
8. If written notice of the acceptance of this Bid, hereinafter referred to as Notice of Award, is mailed or delivered to the undersigned Bidder within the time described in paragraph 2 of this Section 00 41 00 or at any other time thereafter before it is withdrawn, the undersigned Bidder will execute and deliver the documents required by Section 00 11 19 (Instructions to Bidders) within the times specified therein. These documents include, but are not limited to, Section 00 52 00 (Agreement), Section 00 61 00 (Construction Performance Bond), and Section 00 62 00 (Construction Labor and Material Payment Bond).

- 9. Notice of Award or request for additional information may be addressed to the undersigned Bidder at the address set forth below.
- 10. The undersigned Bidder herewith encloses cash, a cashier's check, or certified check of or on a responsible bank in the United States, or a corporate surety bond furnished by a surety authorized to do a surety business in the State of California, in form specified in Section 00 11 19 (Instructions to Bidders), in the amount of ten percent (10%) of the total of "Bid items 1 through 4" and made payable to "San Mateo County Community College District".
- 11. The undersigned Bidder agrees to commence Work under the Contract Documents on the date established in Section 00 71 00 (General Conditions) and to complete all work within the time specified in Section 00 52 00 (Agreement). The undersigned Bidder acknowledges that District has reserved the right to delay or modify the commencement date. The undersigned Bidder further acknowledges District has reserved the right to perform independent work at the Site, the extent of such work may not be determined until after the opening of the Bids, and that the undersigned Bidder will be required to cooperate with such other work in accordance with the requirements of the Contract Documents.
- 12. The undersigned Bidder agrees that, in accordance with Section 00 71 00 (General Conditions), liquidated damages for failure to complete all Work in the Contract within the time specified shall be as set forth in Section 00 52 00 (Agreement).
- 13. The names of all persons interested in the foregoing Bid as principals are:

(IMPORTANT NOTICE: If Bidder or other interested person is a corporation, give the legal name of corporation, state where incorporated, and names of president and secretary thereof; if a partnership, give name of the firm and names of all individual co-partners composing the firm; if Bidder or other interested person is an individual, give first and last names in full).

**NAME OF BIDDER:** \_\_\_\_\_

Licensed in accordance with the act for the registration of Contractors, and with

License Number: \_\_\_\_\_

Expiration: \_\_\_\_\_

\_\_\_\_\_  
Where incorporated, if applicable

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Principals

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

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

NOTE: If Bidder is a corporation, set forth the legal name of the corporation together with the signature of the officer or officers authorized to sign contracts on behalf of the corporation. If Bidder is a partnership, set forth the name of the firm together with the signature of the partner or partners authorized to sign contracts on behalf of the partnership.

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

Officers authorized to sign contracts:

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Telephone Number(s):

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Fax Number(s):

---

---

E-Mail address:

---

Federal ID Number:

---

Date of Bid:

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END OF DOCUMENT



## DOCUMENT 00 01 10

**TABLE OF CONTENTS**

## INTRODUCTORY INFORMATION

| Document |           | Title             |
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| 00 01 01 | Version 1 | Title Page        |
| 00 01 10 | Version 3 | Table of Contents |

## BIDDING REQUIREMENTS

| Document |           | Title                                    |
|----------|-----------|--|
| 00 11 13 | Version 1 | Advertisement for Bids                   |
| 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 2 | 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 3 | Contractor Provided Insurance                  |
| 00 73 37 | Version 1 | Apprenticeship Program                         |
| 00 91 01 | Version 1 | Addendum No. 1                                 |
| 00 91 02 | Version 1 | Addendum No. 2                                 |

## Division 1 - General Requirements

| Section  |           | Title   |
|----------|-----------|---|
| 01 10 00 | Version 1 | Summary of Work                               |
| 01 26 00 | Version 1 | Cost Proposal Form                            |
| 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                |
| 01 32 19 | Version 1 | Submittal Procedures                          |
| 01 35 00 | Version 1 | Special Procedures                            |
| 01 41 00 | Version 1 | Regulatory Requirements                       |
| 01 41 01 | Version 1 | Regulatory Requirements – Hazardous Materials |
| 01 42 00 | Version 1 | References and Definitions                    |
| 01 45 23 | Version 1 | Testing and Inspection                        |
| 01 51 00 | Version 1 | Temporary Facilities and Controls             |
| 01 56 00 | Version 1 | Site Security and Safety                      |
| 01 58 00 | Version 1 | Project Identification and Signs              |
| 01 60 00 | Version 1 | Product Requirements                          |
| 01 74 00 | Version 1 | Cleaning                                      |
| 01 76 01 | Version 1 | Existing Underground Facilities               |
| 01 77 00 | Version 1 | Contract Closeout                             |
| 01 78 39 | Version 1 | Project Record Documents                      |

## Division 2 and Above – Technical Requirements

|          |           |                                 |
|----------|-----------|---------------------------------|
| 02 80 00 | Version 1 | Hazardous Materials Remediation |
|----------|-----------|---------------------------------|

END OF DOCUMENT