

**ADDENDUM #2**

**SKYLINE COLLEGE  
TCOM CLASSROOM RENOVATION PROJECT  
BUILDING 2  
SAN BRUNO, CALIFORNIA**

TSG #06-044  
DSA File #41-C1; DSA Appl. #01-108576  
April 11, 2007

**SUMMARY**

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

General

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

**CHANGES TO THE PROJECT MANUAL**

<u>Item</u>	<u>Agreement</u>	<u>Description</u>
AD2.1	Section 00520	<p>1. Article 3.1, <u>Contract Time</u>:</p> <p>Change first sentence in second paragraph to read: "Contractor shall achieve Substantial Completion of the entire Work within <u>62</u> days from the date when the Contract Time commences to run as provided in Section 00700 (General Conditions)."</p> <p>2. Article 3.1, <u>Schedule</u>:</p> <ul style="list-style-type: none"><li>• Change "Site Mobilization of Contractor" date to <u>May 29, 2007</u>.</li><li>• Change "Substantial Completion" date to <u>August 10, 2007</u>.</li><li>• Change "Final Completion" date to <u>August 24, 2007</u>.</li></ul>
AD2.2	Section 00500 Notice to Proceed	<p>Change second sentence in first paragraph to read: "Contractor shall achieve Substantial Completion of the entire Work with <u>62</u> days from the date when the Contract Time commences."</p>

**CLARIFICATIONS**

<u>Item</u>	<u>Clarifications</u>
AD2.3	The following are responses to questions from the Pre-Bid Walk, April 10, 2007.
Question 1:	Will there be any electrical connections required from the new power pole to the lab stations?
Answer:	Yes, electrical connections will be required from power pole to each Owner provided workstation. Each workstation will have plug molds.
Question 2:	Confirm 40 working days vs. calendar days for the construction duration.
Answer:	The construction schedule has been based on Business calendar days, Monday through Friday. To clarify the schedule: <ul style="list-style-type: none"><li>• Bids will be due on April 26, 2007.</li><li>• Board Approval is May 9, 2007.</li><li>• Notice of Award/NTP will be issued on May 11, 2007.</li><li>• Submittal process can begin May 11, 2007.</li><li>• All Construction Activities can begin May 29, 2007 through August 13, 2007.</li><li>• Substantial Completion will be no later than August 13, 2007.</li><li>• Total construction duration is 62 days.</li></ul>
Question 3:	Will the computer lab adjacent to room 2108 be vacated during construction of the new mechanical ducts?
Answer:	The computer lab will be closed to Students during the summer session. All existing computer and lab tables will be removed by others.
Question 4:	Can you confirm if there are any classrooms above or adjacent to construction activities?
Answer:	This building is occupied. There are no classes above the construction areas, but there are offices and miscellaneous support spaces.
Question 5:	Confirm location of MDF closet for Building.
Answer:	MDF closet is located on the first floor electrical closet which is accessed from outside the building, grid line L. The MDF racks are between grid lines 1 to 2 and approximately grid K.9.

END OF ADDENDUM

SECTION 00520

AGREEMENT

THIS AGREEMENT, dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between \_\_\_\_\_ [Name of Contractor] whose place of business is located at \_\_\_\_\_, \_\_\_\_\_ [Address of Contractor] (“Contractor”), and the SAN MATEO COUNTY COMMUNITY COLLEGE DISTRICT (“District”) acting under and by virtue of the authority vested in the District by the laws of the State of California.

WHEREAS, District, by action of its Board of Trustees on the \_\_\_\_\_ day of \_\_\_\_\_, 200X awarded to Contractor the following contract:

**BID NUMBER 86547**

**THE TCOM CLASSROOM ALTERATION BUILDING 2 PROJECT**

NOW, THEREFORE, in consideration of the mutual covenants hereinafter set forth, Contractor and District agree as follows:

**Article 1. Work**

1.1 Contractor shall complete all Work specified in the Contract Documents, in accordance with the Specifications, Drawings, and all other terms and conditions of the Contract Documents.

**Article 2. District’s Representative, Architect/Engineer and Construction Manager**

2.1 District has designated Swinerton Management and Consulting to act as District’s Representative(s), who will represent District in performing District’s duties and responsibilities and exercising District’s rights and authorities in Contract Documents. District may change the individual(s) acting as District’s Representative(s), or delegate one or more specific functions to one or more specific District’s Representatives, including without limitation engineering, architectural, inspection and general administrative functions, at any time with notice and without liability to Contractor. Each District’s Representative is the beneficiary of all Contractor obligations to District, including without limitation, all releases and indemnities.

2.2 District has designated Swinerton Management and Consulting to act as Construction Manager. District may assign all or part of the District Representative’s rights, responsibilities and duties to Construction Manager. District may change the identity of the Construction Manager at any time with notice and without liability to Contractor.

**District has designated Ron Saiki from Steinberg Architects to act as Architect on the project..** All notices or demands to District under the Contract Documents shall be submitted to the District’s Representative at:

Swinerton Management and Consulting – Capital Improvement Program Manager

**TCOM Classroom Alteration Building 2**

**3300 College Drive, Building 12**

**San Bruno, CA 94066**

or to such other person(s) and address(es) as District shall provide to Contractor.

**Article 3. Contract Time and Liquidated Damages**

3.1 Contract Time.

Contractor shall commence Work at the Site on the date established in the Notice to Proceed. District reserves the right to modify or alter the Commencement Date of the Work.

Contractor shall achieve Substantial Completion of the entire Work within **62** days from the date when the Contract Time commences to run as provided in Section 00700 (General Conditions). Contractor shall achieve Final Completion of the entire Work and be ready for Final Payment in accordance with Section 01770 (Contract Closeout) within **10** days from the date of acceptance of Substantial Completion to run as provided in Section 00700 (General Conditions).

Milestone Event	Latest Date for Completion of Milestone
Site Mobilization of Contractor	May 29, 2007
Shop Drawing Submittals Due to AE	12 working days from date of Notice to Proceed
Shop Drawing Revised Submittals Due to AE	16 working days from date of Notice to Proceed
Material Ordered	25 working days from date of Notice to Proceed
Substantial Completion	August 10, 2007
Final Completion	August 24, 2007

3.2 Liquidated Damages.

District and Contractor recognize that time is of the essence of this Agreement and that District will suffer financial loss in the form of contract administration expenses (such as project management and consultant expenses), if all or any part of the Work is not completed including consequential loss of use and disruption of normal operations within the times specified above, plus any extensions thereof allowed in accordance with the Contract Documents. Consistent with Article 15 of Section 00700 (General Conditions), Contractor and District agree that because of the nature of the Project, it would be impractical or extremely difficult to fix the amount of actual damages incurred by District because of a delay in completion of all or any part of the Work. Accordingly, District and Contractor agree that as liquidated damages for delay Contractor shall pay District:

3.2.1 **\$700** for each Day that expires after the time specified herein for Contractor to achieve Substantial Completion of the entire Work, until achieved.

3.2.2 **\$300** for each Day that expires after the time specified herein for Contractor to achieve Final Completion of the entire Work, until achieved.

These measures of liquidated damages shall apply cumulatively and except as provided below, shall be presumed to be the damages suffered by District resulting from delay in completion of the Work.

3.3 Liquidated damages for delay shall only cover administrative, overhead, interest on bonds, and general loss of public use damages suffered by District as a result of delay or costs of substitute facilities. Liquidated damages shall not cover the cost of completion of the Work, damages resulting from defective Work, lost revenues or damages suffered by others who then seek to recover their damages from District (for example, delay claims of other contractors, subcontractors, tenants, or other third-parties), and defense costs thereof.

**Article 4. Contract Sum**

4.1 District shall pay Contractor the Contract Sum for completion of Work in accordance with Contract Documents as follows:

**[PM- WILL ENTER FINAL CONTRACT AWARD PRICE HERE]**

**Article 5. Contractor's Representations**

In order to induce District to enter into this Agreement, Contractor makes the following representations and warranties:

- 5.1 Contractor has visited the Site and has examined thoroughly and understood the nature and extent of the Contract Documents, Work, Site, locality, actual conditions, as-built conditions, and all local conditions, and federal, State and local laws and regulations that in any manner may affect cost, progress, performance or furnishing of Work or which relate to any aspect of the means, methods, techniques, sequences or procedures of construction to be employed by Contractor and safety precautions and programs incident thereto.
- 5.2 Contractor has examined thoroughly and understood all reports of exploration and tests of subsurface conditions, as-built drawings, drawings, products specifications or reports, available for Bidding purposes, of physical conditions, including Underground Facilities, which are identified in Section 00320 (Reports, Surveys and Existing Conditions), or which may appear in the Drawings. Contractor accepts the determination set forth in these Sections and Section 00700 (General Conditions) of the extent of the information contained in such materials upon which Contractor may be entitled to rely.
- 5.3 Contractor has correlated its knowledge and its review of those items with the terms and conditions of the Contract Documents.
- 5.4 Contractor has given District prompt written notice of all conflicts, errors, ambiguities, or discrepancies that it has discovered in or among the Contract Documents and the written resolution thereof through Addenda issued by District is acceptable to Contractor.
- 5.5 Contractor is duly organized, existing and in good standing under applicable state law, and is duly qualified to conduct business in the State of California.
- 5.6 Contractor has duly authorized the execution, delivery and performance of this Agreement, the other Contract Documents and the Work to be performed herein. The Contract Documents do not violate or create a default under any instrument, agreement, order or decree binding on Contractor.
- 5.7 Contractor has listed the following Subcontractors pursuant to the Subcontractor Listing Law, California Public Contracting Code §4100 et seq.

**[PM- TYPE IN SUBCONTRACTOR LIST USING TABLE BELOW]**

Name of Subcontractor and Location of Mill or Shop	Description of Work: Reference To Bid Items	Subcontractor's License No.

### **Article 6. Contract Documents**

6.1 Contract Documents consist of the following Sections, including all changes, addenda, and modifications thereto:

Section 00510	Notice of Award
Section 00520	Agreement
Section 00550	Notice to Proceed
Section 00610	Construction Performance Bond
Section 00620	Construction Labor and Material Payment Bond
Section 00630	Guaranty
Section 00650	Agreement and Release of Any and All Claims
Section 00660	Substitution Request Form
Section 00670	Escrow Bid Documents
Section 00680	Escrow Agreement for Security Deposit in Lieu of Retention
Section 00700	General Conditions
Section 00800	Supplementary Conditions
Section 00801	Supplementary Conditions – Naturally Occurring Asbestos (if included)
Section 00805	Supplementary Conditions – Hazardous Materials (if included)
Section 00821	Insurance
Section 00822	Apprenticeship Program
Section 00910	Addenda
Section 01320	Project Schedules and Reports
Section 00015	Drawings as listed and referenced
Section 00015	Drawings as listed and referenced
Specifications -	Divisions 0 through 16

6.2 There are no Contract Documents other than those listed in this Section 00520, Article 6. Section 00320 (Reports, Surveys and Existing Conditions), and the information supplied therein, are not Contract Documents. The Contract Documents may only be amended, modified or supplemented as provided in Section 00700 (General Conditions).

### **Article 7. Miscellaneous**

7.1 Terms used in this Agreement are defined in Section 00700 (General Conditions) and Section 01420 (References and Definitions) and will have the meaning indicated therein.

7.2 It is understood and agreed that in no instance are the persons signing this Agreement for or on behalf of District or acting as an employee, agent, or representative of District, liable on this Agreement or any of the Contract Documents, or upon any warranty of authority, or otherwise, and it is further understood and agreed that liability of the District is limited and confined to such liability as authorized or imposed by the Contract Documents or applicable law.

7.3 Contractor shall not assign any portion of the Contract Documents, and may subcontract portions of the Contract Documents only in compliance with the Subcontractor Listing Law, California Public Contracting Code §4100 *et seq.*

7.4 In entering into a public works contract or a subcontract to supply goods, services or materials pursuant to a public works contract, Contractor or Subcontractor offers and agrees to assign to the awarding body all rights, title and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. §15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services or materials pursuant to the public works contract or the subcontract. This assignment shall be made and become effective at the time District tenders final payment to Contractor, without further acknowledgment by the parties.

- 7.5 Copies of the general prevailing rates of per diem wages for each craft, classification, or type of worker needed to execute the Contract, as determined by Director of the State of California Department of Industrial Relations, are available through the Department of Industrial Relations and are deemed included in the Contract Documents by reference. See <http://www.dir.ca.gov/dir/databases.html> Upon request, District will make available copies to any interested party. Pursuant to Section 1861 of the Labor Code, Contractor represents that it is aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that Code, and Contractor shall comply with such provisions before commencing the performance of the Work of the Contract Documents. In addition, Contractor shall post the applicable prevailing wage rates at the Site.
- 7.6 Contractor and each of Contractor's subcontractors agrees to complete and verify construction reports on a form prescribed by the Division of the State Architect and to file the reports no less than quarterly during construction as required by Title 24; at the completion of the Work; at the suspension of work for a period of more than one month; whenever the services of Contractor or any of Contractor's subcontractors are terminated for any reason; and at any time a special verified report is required by the Division of the State Architect.
- 7.7 Should any part, term or provision of this Agreement or any of the Contract Documents, or any document required herein or therein to be executed or delivered, be declared invalid, void or unenforceable, all remaining parts, terms and provisions shall remain in full force and effect and shall in no way be invalidated, impaired or affected thereby. If the provisions of any law causing such invalidity, illegality or unenforceability may be waived, they are hereby waived to the end that this Agreement and the Contract Documents may be deemed valid and binding agreements, enforceable in accordance with their terms to the greatest extent permitted by applicable law. In the event any provision not otherwise included in the Contract Documents is required to be included by any applicable law, that provision is deemed included herein by this reference (or, if such provision is required to be included in any particular portion of the Contract Documents, that provision is deemed included in that portion).
- 7.8 This Agreement and the Contract Documents shall be deemed to have been entered into in the County of San Mateo, State of California, and governed in all respects by California law (excluding choice of law rules). The exclusive venue for all disputes or litigation hereunder shall be in San Mateo County. Contractor accepts the Claims Procedure in Section 00700, Article 12, established under the California Government Code, Title 1, Division 3.6, Part 3, Chapter 5.

IN WITNESS WHEREOF the parties have executed this Agreement in duplicate the day and year first above written.

**DISTRICT:**

SAN MATEO COUNTY COMMUNITY  
COLLEGE DISTRICT

By: \_\_\_\_\_

James W. Keller  
Executive Vice Chancellor

**CONTRACTOR:**

\_\_\_\_\_  
[Contractor's name]

By: \_\_\_\_\_

Signature

END OF DOCUMENT

SECTION 00550

**NOTICE TO PROCEED**

Dated: \_\_\_\_\_, 20\_\_

To: \_\_\_\_\_  
(Contractor)

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

**CONTRACT FOR:**

**BID NUMBER 86547**  
**THE TCOM CLASSROOM ALTERATION PROJECT**

You are notified that the Contract Time under the above Contract will commence to **start on \_\_\_\_\_**. Contractor shall achieve Substantial Completion of the entire Work **within [ 62 ] days** from the date when the Contract Time commences. Contractor shall achieve Final Completion within **10** days from the date of acceptance of Substantial Completion.

**Before you may start any Work at the Site, you must:**

1. Submit certified Safety Program and related information, and comply with all requests of/by **José Nuñez**, the District's safety officer.
2. Submit copies of applicable permits.
3. Submit approved fire protection plan, as required. (Required for all modernization and remodel projects.)
4. Attend preconstruction conference. The preconstruction conference shall be arranged by the Construction Manager.
5. Per Section 01375, Contractor shall establish an account with the District's selected web based project management program and attend training.
6. Submit four copies of Initial Project Schedule and four copies of four-week look-ahead schedules.
7. Submit four copies of:
  - a. Schedule of Values
  - b. Submittal Schedule
  - c. Long Lead Item Submittals
  - d. Shop Drawings
  - e. Submittals
8. Emergency Contact Information for Contractor's Site Safety Officer, Contractor's and Sub-Contractor's Project Managers, Superintendent and Lead Foremen, i.e. home phone numbers, cellular phone numbers, pager numbers, home addresses, and order of contact priority in case of emergency.
9. Submit four copies of Relocation Safety Plan and related information.
10. Submit four copies of Project Phasing Plan.
11. Submit four copies of Site Utilization Plan. Indicate location of site office in trailer location East/ South of Building 2, temporary sanitary facilities at each area of work, storage area, local daily materials staging area(s) adjacent to immediate work area(s), indication of time periods of effected facilities storage and local storage areas within overall project schedule. Indicates overnight equipment parking/storage area in Construction Parking lot behind Pac Heights, indicate number of contractor parking spaces needed in and proposed locations, indicate construction signage locations – both permanent for project and temporary immediate



- work area signs, traffic control, flagmen locations, tree protection, SWWPP and dust/erosion control measures, temporary construction fencing and gates, tree protection measures, existing signs to be removed and replaced, road closures, and parking lot closures, if required.
12. List of Requested Utility Shutdown Dates/Time Durations.
  13. List of Access Interruption/Pedestrian and Traffic Impact locales, dates and time periods of limited duration within project schedule.
  14. Asbestos Removal Work Plan, evidence/identification of Licensed Subcontractor and/or certified/trained personnel to perform the work.
  15. List of Contractor's Testing/Inspection/Engineering SubContractors.
  16. Submittals for long lead items.
  17. Attend preconstruction conference. The preconstruction conference may be arranged through **Bernard Rottner, Project Manager. Please reserve Wednesday, May 16, 2007 1:30-3:30pm, at the 3300 College Drive, Building 12, Swinerton Conference Room.** Include attendance of General Contractor's Project Manager, Superintendent, project manager for all major sub-trades, and lead foremen for all major sub-trades.

SAN MATEO COUNTY COMMUNITY COLLEGE DISTRICT

By :

\_\_\_\_\_  
Bernard Rottner  
Project Manager  
SWINERTON MANAGEMENT & CONSULTING

END OF SECTION