

ADDENDUM NO. 2

Date: March 21, 2019

for

**Building B200-Chemistry Classroom Project
Irvine Valley College - BID No. 343**

South Orange County Community College District

General-All project documents including contract documents, drawings, and specifications, shall remain unchanged with the exception of those elements added, revised, deleted, or clarified by this addendum.

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2-1 Questions and Answers

Q1. I have a Question about what to include in our bid for the project. Please see attached 2 pages:

C. Coordinate use of the premises under the direction of Owner.

D. Assume full responsibility for the protection and safekeeping of materials, products, and equipment under this Contract, stored on the site.

E. Move any stored materials, products, and equipment under Contractor's control which interfere with the operations of Owner or a separate contractor.

F. Obtain and pay for the use of additional storage or work areas needed for Contractor's operations.

G. Contractor shall be aware of and abide by local Noise Ordinance and Owner's noise prevention requirements. Contractor to verify Owner's requirements.

H. Contractor shall not permit the use of portable or fixed radios or other types of sound producing devices such as ipods or similar devices.

1.5 WORK BY OWNER

A. Coordinate with the Owner for the Owner's removal of any items prior to start of the Work.

B. Owner will relocate projector and projection screen under separate contract.

C. Owner will install data cabling under separate contract.

D. Owner will install computer desks (Line of Sight by ISE) but electrical connections will be made under this (BSTIC 117) contract.

1.6 OWNER-FURNISHED AND CONTRACTOR-INSTALLED (OFDBI) ITEMS (NOT APPLICABLE)

A. Owner-Furnished and Contractor-Installed (OFDBI) Items. Any OFDBI items, if any, will be determined jointly with the Owner during the Design Phase of this contract.

B. Owner's Responsibilities:

C. Owner will furnish products as jointly determined with the Contractor. Owner will arrange and pay for delivery of Owner-furnished items to Project site according to approved Construction Schedule.

D. Owner will arrange for and deliver Owner-reviewed Shop Drawings, Product Data, and Samples to Contractor.

E. After delivery, Owner will inspect delivered items for damage, jointly with Contractor.

F. If Owner-furnished items are damaged during transportation and delivery or found deficient, Owner will replace damaged, defective or deficient items.

G. Owner will arrange for manufacturers' warranties, inspections, and field service.

H. Contractor's Responsibilities:

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01 11 00- 5

DIVISION 27 - COMMUNICATIONS	
27 1000	STRUCTURED CABLING SYSTEM - Spec. Section - 24 pages
DIVISION 28 - ELECTRONIC SAFETY AND SECURITY	
28 0000	FIRE ALARM SYSTEM

1. Summary of Work section 011100 states the Owner is providing the Data scope of work.
2. Section 271000 Structured Cabling System is included as one of our Spec Sections to bid.

Structured Cabling and Data is considered one in the same in the construction industry. Who is providing this scope of work?

- A1. Specifications Section 01 11 00 SUMMARY OF WORK has been replaced in its entirety and is attached herein. The section in question, 1.5 WORK BY OWNER is no longer applicable. Hence, Structured Cabling Systems are part of contractor's scope of work and per Electrical Spec. Sections 26 & 27.
- Q2. a. On the IVC Building B200 Chemistry Classroom project is the district accepting pre-bid product substitution requests? I am proposing casework by ICI Scientific/Campbell Rhea and "or equal" is not included on the list of approved manufacturers in specification 12 3553. This manufacturer meets the requirements specified.
- A2. a. Acceptable.
- Q3. b. Also, can you please confirm that a new snorkel per 115314 is to be provided at each box shown in elevation G4/A551?
- A3. b. Confirmed. There are 10-snorkels at each island.
- Q4. At the job walk, bidders were wondering whether the College had any concerns about presence of asbestos in project space.
- A4. As mentioned in previously issued Addendum 1, the results for additional samples came back negative, confirming no presence of asbestos or lead in project space.

2-2 Revised Bid Documents

- 1.2.1 The initial bid documents included Specifications prepared by Perkins-Eastman Dougherty, dated 09/11/2018.

The following Specifications are revised or new:

Attached herein is the **(Revised)** Specification Section 01 11 00 SUMMARY OF WORK:

SECTION 01 11 00 - SUMMARY OF WORK

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. Project Information
- B. Documents Summarizing Work
- C. Contractor's use of site and premises.
- D. Work by Owner.
- E. Owner-furnished, Contractor-installed (OFCl) items.
- F. Owner's occupancy requirements
- G. Environmental Management
- H. Hazardous Material (HAZMAT) – Requirements, Identification and Procedures
- I. Materials and Workmanship
- J. Accident Prevention and Protection of Lives and Health
- K. Utilities
- L. Protection of Existing Facilities
- M. Overloading
- N. Manufacturer's Instructions
- O. Responsibility for Theft and Damage
- P. Fire Protection
- Q. Emergency Conditions
- R. Specification Formats and Conventions

1.2 PROJECT INFORMATION

- A. Project Information: Irvine Valley College B200 Building-Chemistry Classroom
- B. Project Location: 5500 Irvine Center Drive, Irvine CA 92618
- C. Owner: Irvine Valley College, South Orange County Community College District
- D. Scope of Work: The Contractor's Work includes conversion of a standard Classroom B230 into a Chemistry Classroom with a Balance Room. Scope of work includes but is not limited to finishes, casework, mechanical, plumbing and electrical upgrades,

pursuant to work delineated in the attached Drawings by Perkins-Eastman Dougherty, dated 09/11/2018.

1. The Contractor shall mobilize within 2-days of receipt of the Notice to Proceed.
- E. Project Duration: Time for Completion is sixty (65) calendar days. The planned, estimated start date for this project is June 1, 2019.
- F. DIR Registration of Contractor and Subcontractors. A contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, as defined in the Labor Code, unless currently registered and qualified to perform public work pursuant to Section 1725.5. It is not a violation of this section for an unregistered contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or by Section 10164 or 20103.5 of the Public Contract Code, provided the contractor is registered to perform public work pursuant to Section 1725.5 at the time the contract is awarded.
- G. This Project is a public works project as defined in Labor Code section 1720. Each contractor bidding on this Project and all subcontractors (of any tier) performing any portion of the Work must comply with the Labor Code sections 1725.5 and 1771.1 and must be properly and currently registered with DIR and qualified to perform public works pursuant to Labor Code section 1725.5 throughout the duration of the Project. For more information and up to date requirements, contractors are recommended to periodically review the DIR's website at www.dir.ca.gov. Contractor shall be solely responsible for ensuring compliance with Labor Code section 1725.5 as well as any requirements implemented by DIR applicable to its services or its subcontractors throughout the term of the Agreement and in no event shall contractor be granted increased payment from the District or any time extensions to complete the Project as a result of CONTRACTOR'S efforts to maintain compliance with the Labor Code or any requirements implemented by the DIR. Failure to comply with these requirements shall be deemed a material breach of this Agreement and grounds for termination for cause. The contractor and all subcontractors shall furnish certified payroll records as required pursuant Labor Code section 1776 directly to the Labor Commissioner in accordance with Labor Code section 1771.4 on at least on a monthly basis (or more frequently if required by the District or the Labor Commissioner) and in a format prescribed by the Labor Commissioner. The District reserves the right to withhold contract payments if the District is notified, or determines as the result of its own investigation, that contractor is in violation of any of the requirements set forth in Labor Code section 1720 et seq. at no penalty or cost to the District. Monitoring and enforcement of the prevailing wage laws and related requirements will be performed by the Labor Commissioner/ Department of Labor Standards Enforcement (DLSE).
- H. Anti-Discrimination. In connection with all work performed under this Project, there shall be no unlawful discrimination against any prospective or active employee engaged in the work because of race, color, ancestry, national origin, religious creed, sex, age, marital status, physical disability, mental disability, or medical condition. The successful bidder agrees to comply with applicable Federal and State laws including, but not limited to, the California Fair Employment and Housing Act, beginning with Government Code Section 12900 and Labor Code Section 1735. In addition, the successful bidder agrees to require like compliance by any subcontractors employed on the Project by such bidder.

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- I. Hold Harmless and Indemnification. The successful bidder awarded the contract will be required to indemnify and hold harmless the DISTRICT, its Governing Board, officers, agents, and employees as set forth in the Agreement.
- J. Substitutions. Should the bidder wish to request any substitution for the materials, process, service, or equipment specified, the bidder shall be required to comply with Article 30 of the General Conditions.
- K. Surety Qualifications for Bonds. Bidders shall ensure all surety companies have a minimum rating of "A-VIII," as rated by the current edition of Best's Key Rating Guide, published by A.M. Best Company, Oldwick, New Jersey 08858. Only California admitted surety insurers will be acceptable for the issuance of all bonds (bid, payment and performance bonds). (Code of Civil Procedure Section 995.311) DISTRICT shall verify the status of the surety by printing out information from the website of the California Department of Insurance confirming the surety is an admitted surety insurer and attaching it to the bond. If a California-admitted surety insurer issuing bonds does not meet these requirements, the insurer will be considered qualified if it is in conformance with Section 995.660 of the California Code of Civil Procedure and proof of such is provided to the District.
- L. Liquidated Damages. All work must be completed within the time limits set forth in the Project Documents. It is agreed that damages for the failure to complete the Project described herein within the time limits required are impossible to ascertain. Should the work not be completed within the specified time for completion, the successful bidder awarded the contract shall be liable for liquidated damages, payable to the DISTRICT, in an amount of Five Hundred Dollars (\$500.00) for each consecutive calendar day of delay in completion. Such damages shall be deducted from any payments due or to become due to the successful bidder. Government Code Section 53069.85, Civil Code Section 1671.
- M. Drug Free Workplace Certification. Pursuant to Government Code Sections 8350, et seq., the successful bidder will be required to execute a Drug Free Workplace Certification upon execution of the Agreement. The bidder will be required to take positive measures outlined in the certification in order to ensure the presence of a drug free workplace. Failure to abide with the conditions set forth in the Drug Free Workplace Act could result in penalties including termination of the Agreement or suspension of payment thereunder.
- N. Non-collusion Declaration. In accordance with the provisions of Section 7106 of the Public Contract Code, each bid must be accompanied by the non-collusion declaration.
- O. Escrow Agreement. Public Contract Code Section 22300 permits the substitution of securities for any monies withheld by a public agency to ensure performance under a contract. At the request and expense of the successful bidder awarded the contract, securities equivalent to the amount withheld as retention shall be deposited with the DISTRICT, or with a state or federally chartered bank in California as the escrow agent, who shall then pay such monies to the successful bidder. The DISTRICT retains the sole discretion to approve the bank selected by the successful bidder to serve as escrow agent. Upon satisfactory completion of the contract, the securities shall be returned to the successful bidder. Securities eligible for investment shall include those listed in Government Code Section 16430 or bank or savings and loan certificates of deposit.

The successful bidder shall be the beneficial owner of any securities substituted for monies withheld and shall receive any interest thereon.

In the alternative, under Section 22300, the successful bidder may request DISTRICT to make payment of earned retentions directly to the escrow agent at the expense of the successful bidder. Also at the successful bidder's expense, the successful bidder may direct investment of the payments into securities, and the successful bidder shall receive interest earned on such investment upon the same conditions as provided for securities deposited by successful bidder. Upon satisfactory completion of the contract, successful bidder shall receive from the escrow agent all securities, interest and payments received by escrow agent from DISTRICT pursuant to the terms of Section 22300.

The successful bidder wishing to utilize Public Contract Code Section 22300 and enter into an Escrow Agreement shall complete and execute the form Escrow Agreement included in the Project Documents and submit it to the DISTRICT.

- P. Change Orders. All change order requests must be submitted in the form set forth in the Project Documents and pursuant to Article 60 of the General Conditions. The amount of allowable charges submitted pursuant to a change order shall be limited to the charges allowed under Article 60 of the General Conditions. Indirect, consequential and incidental costs, project management costs, extended home office and field office overhead, administrative costs and profit and other charges not specifically authorized under Article 60 of the General Conditions will not be allowed.
- Q. Tobacco-Free Policy. The successful bidder shall agree to enforce a tobacco-free work site in accordance with SOCCCD Board Policy 2150 as a Smoke Free District.
- R. Lead. Pursuant to the Lead-Safe Schools Protection Act (Education Code Sections 32240, et seq.) and other applicable law, the successful bidder shall not use lead-based paint, lead plumbing and solders, or other potential sources of lead contamination in the construction of any new school facility or the modernization or renovation of any existing school facility.
- S. The number of executed copies of the Agreement, the Faithful Performance Bond, and the Payment Bond required is TWO (2).

1.3 DOCUMENTS SUMMARIZING WORK (CONTRACT DOCUMENTS):

- A. Contracting and Bidding Manual, March 4, 2019
- B. Drawings, dated September 11, 2018

1.4 CONTRACTOR'S USE OF SITE AND PREMISES

- A. Vehicle access to Project site shall be held to a minimum. Vehicle access will be on one specific route approved by Owner; no exceptions will be allowed.
- B. Work hours are limited to 7am through 5pm, Monday through Friday.
- C. Coordinate use of the premises under the direction of Owner.

- D. Assume full responsibility for the protection and safekeeping of materials, products, and equipment under this Contract, stored on the site.
- E. Move any stored materials, products, and equipment under Contractor's control which interfere with the operations of Owner or a separate contractor.
- F. Obtain and pay for the use of additional storage or work areas needed for Contractor's operations.
- G. Contractor shall be aware of and abide by local Noise Ordinance and Owner's noise prevention requirements. Contractor to verify Owner's requirements.
- H. Contractor shall not permit the use of portable or fixed radios or other types of sound producing devices such as ipods or similar devices.

1.5 WORK BY OWNER

- A. Coordinate with the Owner for the Owner's removal of any items prior to start of the Work.

1.6 OWNER-FURNISHED AND CONTRACTOR-INSTALLED (OFDBI) ITEMS

- A. Not Used

1.7 OWNER'S OCCUPANCY REQUIREMENTS

- A. Cooperate with Owner to minimize conflicts, and to facilitate Owner's operations.
- B. Verify occupancy requirements with Owner, and schedule the Work to accommodate Owner's requirements.
- C. Maintain access to existing walkways, and other adjacent occupied or used facilities. Do not close or obstruct walkways, or other occupied or used facilities without written permission from Owner and authorities having jurisdiction.
- D. Provide not less than 72 hours' notice to Owner of activities that will affect Owner's operations.

1.8 ENVIRONMENTAL MANAGEMENT

- A. Spills: Contractor shall clean up all fluid spills caused by leaks in the equipment or generated while Contractor is performing the work under this Contract. Contractor shall provide drip catch pans for all equipment that drips or leaks oils or other fluids. Spills generated by Contractor's operation shall be cleaned up by Contractor at no cost to Owner.
- B. Dust and Noise Control: See plastic sheeting requirement under Scope of Work.
- C. Precaution shall be exercised at all times to control dust and excessive noise created as a result of any operations during the construction period.

- D. If serious problems and/or complaints arise due to airborne dust and excessive noise, and when directed by Owner's Representative, operations causing such problems shall be temporarily discontinued until a suitable remedy is established. The remedy shall be approved by Owner before implementation, and shall be considered part of Contractor's normal effort to maintain safety and cleanliness without cause for further payment.

1.9 HAZARDOUS MATERIAL (HAZMAT) – REQUIREMENTS , IDENTIFICATION AND PROCEDURES

- A. Existing conditions and Work to be accomplished under this Contract deal with the possible or actual existence of hazardous materials (Hazmat), such as asbestos-containing materials, lead-based paint, PCBs, etc. as identified in the hazardous material report provided by the Owner. Removal, abatement, and disposal of hazardous materials shall be accomplished by a company trained and licensed in the removal of such hazardous materials contracted and paid for by the Contractor.
- B. Should materials suspected of containing hazardous substances as defined in Section 25117 of the California Health and Safety Code (Hazmat) not identified in the hazardous materials report provided by the Owner be encountered during execution of Work under this Contract, Contractor shall suspend Work in that area, and said materials shall be kept undisturbed until tested by a testing agency. Immediately abate the identified hazardous material using a company trained and licensed in the testing and removal of such hazardous materials, contracted and paid for by the Contractor. A change order shall be executed to compensate the Contractor for the cost of testing and remediation.

1.10 MATERIALS AND WORKMANSHIP

- A. Except as otherwise specified all materials and equipment incorporated in the Work under the Contract shall be new. All workmanship shall be first-class and by persons qualified in the respective trades.

1.11 ACCIDENT PREVENTION AND PROTECTION OF LIVES AND HEALTH

- A. Precaution shall be exercised at all times for protection of all personnel and occupants, including employees of Contractor and Owner, and property. Contractor is advised that school will be in session during performance of the Work.
- B. The California Department of Industrial Relations, Division of Occupational Safety and Health (DOSH, also known as Cal/OSHA) requirements for safety and health protection of workers and public apply. Other requirements not covered by Cal/OSHA, shall be in accordance with U.S. Department of Labor, Occupational Safety and Health Administration (OSHA) requirements.
- C. Comply with safety requirements of California Code of Regulations, Title 8, Division 1, Chapter 4, "Division of Industrial Safety," and Title 8, Division 1, Chapter 3.2, "Cal/OSHA Regulations"; California Code of Regulations, Title 24, California Building Code; and other applicable building and construction codes. Machinery, equipment, openings, power lines, and all other safety hazards shall be guarded or eliminated in accordance with safety requirements of Title 8, and Manual of Accident Prevention in Construction published by the Associated General Contractors of America.

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- D. Contractor shall secure building entrances, exits and Work areas with locking device as required to ensure safety. Fencing locks shall be “daisy-chained” so that opening of individual locks permit access.

1.12 UTILITIES

- A. Excavation at the project site requires a call to Underground Service Alert Southern California by calling 811
- B. Contractor shall call Underground Service Alert Southern California at least 7 days prior to commencing excavation work. Obtain a ticket number and confirm service date for marking underground facilities (utilities).
- C. Prior to placing the call, Contractor shall mark the outline of excavation with chalk, paint, or stakes, to enable representatives (locators) of Service Alert Southern California members to map the area for existing underground facilities (utilities).
- D. Existing Utility Interruptions: Do not interrupt utilities serving facilities occupied by Owner or others unless permitted under the following conditions and then only after providing temporary utility services necessary to serve those facilities.
- E. Notify Owner not less than three days in advance of proposed utility interruptions.
- F. Obtain Owner's written permission before proceeding with utility interruptions.
- G. Provide necessary protection to existing utility services and repair work damaged as a result of operations under this Contract.

1.13 PROTECTION OF EXISTING FACILITIES

- A. Contractor shall take appropriate measures to prevent damage to existing facilities, site work, landscaping, and adjoining property. Should damage occur, such facilities, site work, landscaping, and property shall be restored to original condition, at no cost to Owner.
- B. Contractor shall arrange for protection of existing buildings at all times. Contractor shall furnish, install, and maintain, necessary barricades, temporary coverings, etc., as required for protection, and remove them at completion of the Work. When all Work is complete, damaged areas of the premises shall be restored to original undamaged condition that existed prior to installation of temporary protection.
- C. Housekeeping: The premises shall be kept in a clean, safe condition at all times. Rubbish shall be removed as indicated in section 01 74 19.
- D. Burning: Burning of refuse, debris, and construction waste at Project site will not be permitted.

1.14 OVERLOADING

- A. Contractor shall not overload any part or parts of structures beyond their safe calculated carrying capacities by placing materials, equipment, tools, machinery or any other item thereon. No loads shall be placed on floors or roofs before they have attained their permanent and safe strength.

1.15 MANUFACTURER'S INSTRUCTIONS

- A. Where required in the Technical Criteria that materials, products, equipment, and processes be installed or applied in accordance with manufacturer's instructions, directions, or specifications, or stated in words to that effect, it shall be construed to mean that said installation or application shall be in strict accordance with printed instructions furnished by manufacturer of the specified item and is suitable for use under conditions similar to those at the jobsite. Three copies of such instructions shall be included in the applicable submittal and furnished to Owner for review. Obtain Owner's acceptance prior to commencement of the Work.

1.16 RESPONSIBILITY FOR THEFT AND DAMAGE

- A. Owner will not be responsible for the loss or theft of Contractor's tools, equipment and materials.

1.17 FIRE PROTECTION

- A. Contractor shall at all times maintain good housekeeping practices to reduce the risk of fire and water damage. All scrap materials, rubbish and trash shall be removed daily from jobsite, inside and around the buildings or structures, as applicable, and shall not be scattered on adjacent property.
- B. Suitable storage space shall be provided outside immediate building areas during construction for temporary storage of flammable materials and paints, as required by CFC Chapter 14 and NFPA 241. Excess flammable liquids being used inside the building shall be kept in closed metal containers and be removed from the building during unused periods.
- C. Contractor shall provide temporary fire extinguishers during construction in accordance with the recommendations of CBC Chapter 33, CFC Chapter 14, and NFPA Bulletins Nos. 10 and 241. However, in all cases a minimum of one fire extinguisher shall be available for use.
- D. Under provisions of CFC Chapters 14 and 26, provide a fire extinguisher at each location where cutting, soldering, or welding is being performed. Where electric or gas welding or cutting work is done, interposed shields of noncombustible material shall be used to protect against fire damage due to sparks and hot metal. When temporary heating devices are used, a watchman shall be present to cover periods when other workmen are not on the premises.

1.18 EMERGENCY CONDITIONS

- A. Emergency condition shall be any condition at the Project site which has the actual or potential for significant adverse effects to persons or property, whether or not resulting from Contractor's operations.
- B. Immediate action shall be taken by Contractor by whatever means necessary to alleviate the condition and to prevent damage or injury to persons or property. Owner shall be

notified of the existence of such a condition, but shall not be called upon to perform emergency service.

- C. Owner may not respond to the emergency condition, which shall not be used as an excuse by Contractor to neglect immediate action; Owner will not be responsible or liable for any resulting conditions. Absence of Contractor's Representative during emergency conditions at jobsite shall not relieve Contractor from contractual responsibility of providing an immediate response to the situation, for restoration of conditions to normalcy.
- D. If the emergency conditions are not caused by Contractor's fault or neglect, the Contract Sum shall be adjusted to reflect the actual direct field costs of labor and materials to perform and complete emergency measures.
- E. The Contract Time shall also be adjusted to reflect the actual direct effect of such actions to the then critical path of the Construction Progress Schedule. The foregoing notwithstanding, adjustments of the Contract Sum or the Contract Time for actions taken by Contractor in response to emergency circumstances shall be subject to Contractor's strict compliance with all other applicable provisions of the Contract Documents relating to notices and time for delivery of notices.

1.19 SPECIFICATION FORMATS AND CONVENTIONS

- A. Criteria Format: The Technical Criteria are organized into Divisions and Sections using the 50-division format and numbering system of CSI "MasterFormat, 2004 Edition.
- B. Division 01 Sections govern the execution of the Work of all Sections in the Technical Criteria.
- C. Criteria Conventions: Singular words shall be interpreted as plural and plural words shall be interpreted as singular, where applicable, as the context of the Contract Documents indicates.
- D. These technical criteria are written in imperative mood and streamlined form. This imperative language is directed to the Contractor, unless specifically noted otherwise. The words "shall be" are included by inference where a colon (:) is used within sentences or phrases.

END OF SECTION