ADDENDUM #002

SCCD BID: #14-014-A

Project:
Solano Community College District
Building 1200 Theater Renovation Increment 1

Date: April 9, 2015

Addendum # 002 – The following clarifications are provided based on questions received and must be added/considered when completing your bid: Acknowledgement of receipt of this ADDENDUM is required in the project documents.

ITEM:
Specifications
1. Replace cover sheet for Addendum #001 with revised cover sheet, correcting the project number to 14-014-A only.
2. Complete replacement of section 00 52 13 Agreement in the project specifications.

Architectural Drawings
No Changes

Other
1. Question and answers submitted by potential bidders.
2. Copies of Mandatory Pre-Bid Sign in Sheets identifying qualified bidders.

NOTE: You must acknowledge this addendum(s) on your bid sheet.
Bid Addendum No. 001

Date of Issuance: March 20, 2015
Project Name: Solano Community College – Theater Renovation Bldg. 1200
Project Number: 14-014-A
Client: Solano Community College

This addendum has been prepared to clarify, modify, delete, or add to the drawings and/or specifications for the above referenced project. The items listed herein supersede descriptions prior to the date listed above. All conditions not specifically referenced here shall remain the same. It is the obligation of the general contractor to make subcontractors aware of any items herein that may affect bids.

Specifications
- Divisions 00 and 01 replaced in entirety.

Architectural Drawings
Sheet AD0.11
- Removed HAZ.03 for index.

Sheet AD0.20
- Revised plans to allow for accessible parking access
- Legend: Updated to include new hatch patterns

Sheet AD2.00
- Sheet gridlines 6E: Slab Demolition Plan was modified to include slab demolition for choral rise.
- Demolition Keynotes: modified notes 211, 212, 216 and 217.

Sheet AD2.10
- Removed all exterior door from scope of Inc. 1. (does not include storefront at main entry)
- Demolition Keynotes: modified notes 210, 213, 216, 217, and 222.

Sheet AD2.20
- Demolition Keynotes: modified note 222.

Sheet AD2.30
- Sheet gridlines 9G: removed Keynote 210 and removed wall opening from Inc. 1 scope.

Sheet AD2.50
- Sheet gridlines 8G: Modified Keynote 261 to 253.
• Demolition Keynotes: modified notes 252, 253, 258, 259, 260 and 263.

Sheet AD3.11
• Removed all exterior door from scope of Inc. 1.
• Demolition Keynotes: Modified keynote 201, 227 and 301.

Sheet AD3.12
• Removed all exterior door from scope of Inc. 1.
• Demolition Keynotes: Modified keynote 201, 227 and 301.

Sheet AD3.21
• Sheet gridlines 8A: Modified Keynote 261 to 253.
• Demolition Keynotes: Modified keynotes 212, 213, 217, 252, 253, 255, 258 and 259.

Sheet AD3.22
• Demolition Keynotes: Modified keynotes 212, 213, 217, 252, 253, 255, 258 and 259.

Sheet AD3.23
• Sheet gridline 3A: Modified Keynote 261 to 253.
• Sheet gridlines 4G: Modified building demolition section H1 - Deleted choral riser.
• Demolition Keynotes: Modified Keynote 253 and 255.

Sheet AD6.01
• Demolition Keynotes: Modified keynotes 252.

Sheet AD8.10
• Detail D3: Modified note that reads ‘remove existing roof down to existing plywood’
• Added detail F7.

Sheet PD1.3
• Revised note at roof drain from “(E) ROOF DRAIN AND DOWN SPOUT TBR” to “(E) ROOF DRAIN AND DOWN SPOUT TO REMAIN”.

Sheet HAZ.03
• Sheet removed from set.

End of Addendum No. 001
THIS AGREEMENT IS MADE AND ENTERED INTO THIS _____ DAY OF __________
______, 20____, by and between the Solano Community College District ("District") and ___
___________________________________________ ("Contractor")
("Agreement").

WITNESSETH: That the parties hereto have mutually covenanted and agreed, and by
these presents do covenant and agree with each other, as follows:

1. **The Work:** Contractor agrees to furnish all tools, equipment, apparatus, facilities, labor, and material necessary to perform and complete in a good and workmanlike manner, the work of the following project:

   PROJECT: **Project 14-014-A, Building 1200 Theater – Increment One**
   
   ("Project" or "Contract" or "Work")
   
   It is understood and agreed that the Work shall be performed and completed as required in the Contract Documents including, without limitation, the Drawings and Specifications and submission of all documents required to secure funding or by the Division of the State Architect for close-out of the Project, under the direction and supervision of, and subject to the approval of, the District or its authorized representative.

2. **The Contract Documents:** The complete Contract consists of all Contract Documents as defined in the General Conditions and incorporated herein by this reference. Any and all obligations of the District and Contractor are fully set forth and described in the Contract Documents. All Contract Documents are intended to cooperate so that any Work called for in one and not mentioned in the other or vice versa is to be executed the same as if mentioned in all Contract Documents.

3. **Interpretation of Contract Documents:** Should any question arise concerning the intent or meaning of Contract Documents, including the Drawings or Specifications, the question shall be submitted to the District for interpretation. If a conflict exists in the Contract Documents, modifications, beginning with the most recent, shall control over this Agreement (if any), which shall control over the Special Conditions, which shall control over any Supplemental Conditions, which shall control over the General Conditions, which shall control over the remaining Division 0 documents, which shall control over Division 1 Documents which shall control over Division 2 through Division 18 documents, which shall control over figured dimensions, which shall control over large-scale drawings, which shall control over small-scale drawings. In no case shall a document calling for lower quality and/or quantity material or workmanship control. The decision of the District in the matter shall be final.
4. **Time for Completion:** It is hereby understood and agreed that the work under this contract shall be completed within Forty-Five (45) consecutive calendar days ("Contract Time") from the date specified in the District's Notice to Proceed.

5. **Completion-Extension of Time:** Should the Contractor fail to complete this Contract, and the Work provided herein, within the time fixed for completion, due allowance being made for the contingencies provided for herein, the Contractor shall become liable to the District for all loss and damage that the District may suffer on account thereof. The Contractor shall coordinate its work with the Work of all other contractors. The District shall not be liable for delays resulting from Contractor's failure to coordinate its Work with other contractors in a manner that will allow timely completion of Contractor's Work. Contractor shall be liable for delays to other contractors caused by Contractor's failure to coordinate its Work with the work of other contractors.

6. **Liquidated Damages:** Time is of the essence for all work under this Agreement. It is hereby understood and agreed that it is and will be difficult and/or impossible to ascertain and determine the actual damage that the District will sustain in the event of and by reason of Contractor's delay; therefore, Contractor agrees that it shall pay to the District the sum of One Thousand dollars ($1000.00) per day as liquidated damages for each and every day's delay beyond the time herein prescribed in finishing the Work.

   It is hereby understood and agreed that this amount is not a penalty.

   In the event that any portion of the liquidated damages is not paid to the District, the District may deduct that amount from any money due or that may become due the Contractor under this Agreement. The District's right to assess liquidated damages is as indicated herein and in the General Conditions.

   The time during which the Contract is delayed for cause as hereinafter specified may extend the time of completion for a reasonable time as the District may grant. This provision does not exclude the recovery of damages for delay by either party under other provisions in the Contract Documents.

7. **Loss Or Damage:** The District and its authorized representatives shall not in any way or manner be answerable or suffer loss, damage, expense, or liability for any loss or damage that may happen to the Work, or any part thereof, or in or about the same during its construction and before acceptance, and the Contractor shall assume all liabilities of every kind or nature arising from the Work, either by accident, negligence, theft, vandalism, or any cause whatever; and shall hold the District and its authorized representatives harmless from all liability of every kind and nature arising from accident, negligence, or any cause whatever.

8. **Insurance and Bonds:** Before commencing the Work, Contractor shall provide all required certificates of insurance, and payment and performance bonds as evidence thereof.

9. **Prosecution of Work:** If the Contractor should neglect to prosecute the Work properly or fail to perform any provisions of this contract, the District, may, pursuant
to the General Conditions and without prejudice to any other remedy it may have, make good such deficiencies and may deduct the cost thereof from the payment then or thereafter due the Contractor.

10. **Authority of Architect, Project Inspector, and DSA:** Contractor hereby acknowledges that the Architect(s), the Project Inspector(s), and the Division of the State Architect have authority to approve and/or stop Work if the Contractor's Work does not comply with the requirements of the Contract Documents, Title 24 of the California Code of Regulations, and all applicable laws. The Contractor shall be liable for any delay caused by its non-compliant Work.

11. **Assignment of Contract:** Neither the Contract, nor any part thereof, nor any moneys due or to become due thereunder, may be assigned by the Contractor without the written approval of the District, nor without the written consent of the Surety on the Contractor's Performance Bond (the "Surety"), unless the Surety has waived in writing its right to notice of assignment.

12. **Classification of Contractor’s License:** Contractor hereby acknowledges that it currently holds valid Type B Contractor’s license(s) issued by the State of California, Contractor’s State Licensing Board, in accordance with division 3, chapter 9, of the Business and Professions Code and in the classification called for in the Contract Documents.

13. **Registration as Public Works Contractor:** The Contractor and all Subcontractors currently are registered as public works contractors with the Department of Industrial Relations, State of California, in accordance with Labor Code section 1771.4.

14. **Payment of Prevailing Wages:** The Contractor and all Subcontractors shall pay all workers on all Work performed pursuant to this Contract not less than the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work as determined by the Director of the Department of Industrial Relations, State of California, for the type of work performed and the locality in which the work is to be performed within the boundaries of the District, pursuant to sections 1770 et seq. of the California Labor Code.

15. This Project is subject to labor compliance monitoring and enforcement by the Department of Industrial Relations pursuant to Labor Code section 1771.4 and Title 8 of the California Code of Regulations. Contractor specifically acknowledges and understands that it shall perform the Work of this Agreement while complying with all the applicable provisions of Division 2, Part 7, Chapter 1, of the Labor Code, including, without limitation, the requirement that the Contractor and all of its Subcontractors shall timely submit complete and accurate electronic certified payroll records as required by the Contract Documents, or the District may not issue payment.

16. Section 71028 of the Education Code and Public Contract Code section 10115 require community college districts using funds allocated pursuant to the State of California School Facility Program for the construction and/or modernization of school building(s) to have a participation goal for disabled veteran business enterprises ("DVBE") of at least three percent (3%) per year of the overall dollar amount expended on projects that receive state funding or demonstrate its good faith effort
to solicit DVBE participation in this Contract. In order to meet this requirement by
demonstrating a good faith effort, Bidder must advertise for DVBE-certified
subcontractors and suppliers before submitting its Bid. For any project that is at least
partially state-funded, the lowest responsive responsible Bidder awarded the
Contract must submit certification of compliance with the procedures for
implementation of DVBE contracting goals with its signed Agreement. DVBE
Certification Participation Forms are attached. Do not submit these forms with your
Bid.

17. **Contract Price:** In consideration of the foregoing covenants, promises, and
agreements on the part of the Contractor, and the strict and literal fulfillment of each
and every covenant, promise, and agreement, and as compensation agreed upon for
the Work and construction, erection, and completion as aforesaid, the District
covenants, promises, and agrees that it will well and truly pay and cause to be paid
to the Contractor in full, and as the full Contract Price and compensation for
construction, erection, and completion of the Work hereinafore agreed to be
performed by the Contractor, the following price:

\[
\begin{align*}
\text{Dollars} &\quad ($\text{\$\,\ldots}) \\
\text{\ldots} &\quad \text{in lawful money of the United States, which sum is to be paid according to the}
\text{schedule provided by the Contractor and accepted by the District and subject to}
\text{additions and deductions as provided in the Contract. This amount supersedes any}
\text{previously stated and/or agreed to amount(s).}
\end{align*}
\]

18. **Severability:** If any term, covenant, condition, or provision in any of the Contract
Documents is held by a court of competent jurisdiction to be invalid, void or
unenforceable, the remainder of the provisions in the Contract Documents shall
remain in full force and effect and shall in no way be affected, impaired, or
invalidated thereby.

19. Contractor specifically acknowledges and understands that it shall perform the Work
of the Project while complying with all requirements of the Department of Industrial
Relations [and with all requirements of the Project Labor Agreement Document 00
0103].

IN WITNESS WHEREOF, accepted and agreed on the date indicated above:

**CONTRACTOR**

By: ____________________________

Title: ____________________________

**DISTRICT**

SOLANO COMMUNITY COLLEGE DISTRICT

By: ____________________________

Title: ____________________________

NOTE: If the party executing this Contract is a corporation, a certified copy of the by-laws,
or of the resolution of the Board of Directors, authorizing the officers of said corporation to
execute the Contract and the bonds required thereby must be attached hereto.

END OF DOCUMENT
### MANDATORY PRE-BID CONFERENCE SIGN-IN SHEET

**DATE:** March 27, 2015  
**PLACE:** Solano Community College Building 1200 Theater  
**TIME:** 9:00 AM

**PROJECT:** SCCD Capital Improvement Program  
Pre-bid Conference  
Building 1200 Theater Increment 1  
Project Number: 14-014-A

<table>
<thead>
<tr>
<th>Print Name</th>
<th>Company / Firm</th>
<th>Phone No.</th>
<th>Email Address</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Steve Quick</strong></td>
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<tr>
<td>Print Name</td>
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<tr>
<td><strong>KEVIN BUSSARD</strong></td>
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</tr>
</tbody>
</table>
# MANDATORY PRE-BID CONFERENCE SIGN-IN SHEET

**PLEASE WRITE CLEARLY AND PLEASE LEAVE A BUSINESS CARD**

**DATE:** April 3, 2015  
**PLACE:** Solano Community College Building 1200 Theater  
**TIME:** 9:00 AM

**PROJECT:** SCCD Capital Improvement Program  
Pre-bid Conference  
Building 1200 Theater Increment 1  
Project Number: 14-014-A

<table>
<thead>
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</thead>
<tbody>
<tr>
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<td>707-427-2234</td>
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<tr>
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<tr>
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<td>707-333-4030</td>
<td><a href="mailto:BESPINOZ@CM4000.COR">BESPINOZ@CM4000.COR</a></td>
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**ADDENDUM TO PROJECT DOCUMENTS**

<table>
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<tr>
<td>Date: April 9, 2015</td>
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Addendum #002 – The following clarifications are provided based on questions received and must be added/considered when completing your bid: Acknowledgement of receipt of this **ADDENDUM** is required in the project documents.

Questions and Answers:

1. **What is the engineer’s estimate?**
   **Answer:** $875,000

2. **Is the project subject to a labor compliance program?**
   **Answer:** No, the project does not have a labor compliance program. All contractors are required to comply with DIR regulations as outlined in the project specifications.

3. **Is this project subject to a Project Labor Agreement (PLA)?**
   **Answer:** Yes, the project is subject to a PLA. A copy of the PLA is part of addendum #001.

4. **Does the drywall above the catwalk contain asbestos?**
   **Answer:** The干wall throughout building 1200 is asbestos containing.

5. **Is there drywall behind the wood paneling in the Theater?**
   **Answer:** Yes.

6. The abatement trade is signatory to the local 67 not the local 16. Please explain why we have to sign with the local 16? I believe we have to hire certified union employees for the Theatrical dismantling of the stage equipment.
   **Answer:** The contractor is required to execute Addendum A to the Solano Community College District Project Labor Agreement (“Project Agreement”). By executing the Addendum A, the contractor is bound to all of the provisions of the Project Agreement and all of the unions that have also signed the Project Labor Agreement for work on any project covered by the Project Labor Agreement. The contractor is not required to sign any other labor agreement with any of the unions.

7. **When is the approximate start date?**
   **Answer:** Tentative start date is scheduled for June 1, 2015.

8. There is a requirement to save some of the mansard tiles. However in project past, the
asbestos caulking is spread over different joints of the tile and impossible to figure out where the tile is not caulked. Please confirm that the contractor is still required to save?

Answer: Yes, the contractor is required to abate all hazardous material from the tiles and save 50 square foot.

9. Is the contractor required to have a construction trailer for the project?

Answer: There is no requirement to provide office trailer or office space for the owner. Contractor shall provide office space it requires to properly manage the project.

End of Document