ADDENDUM TO RFP DOCUMENTS

ADDENDUM #02

Project:
Solano Community College District
Building 100 Generator Project
(Project # 18-003)

Date: November 7, 2017

Addendum #02 – The following clarifications are provided based on questions received and must be added/considered when completing your submittal: Acknowledgement of receipt of this ADDENDUM is required in the proposal’s cover letter of introduction. Please clearly note the addendum date and number.

ITEM:

ITEM NO. 1 – Revised Section 00 52 13 – Agreement
Revision to Section 00 52 13 – Agreement, to change project completion date to May 27, 2018. Revised Section 00 52 13 – Agreement, attached below, shall supersede all prior versions.

ITEM NO. 2 – Revised Section 00 55 00 – Notice to Proceed
Revision to Section 00 55 00 – Notice to Proceed, to change project completion date to May 27, 2018. Revised Section 00 55 00 Notice to Proceed, attached below, shall supersede all prior versions.

ITEM NO. 3 – Revised Section 00 71 00 – Special Conditions
Revision to Section 00 71 00 – Special Conditions. Revised Section 00 71 00 – Special Conditions, attached below, shall supersede all prior versions. Revisions include the following:
- Change to include testing and commissioning during power shut down (revised in Addendum 01).
- Change available power shut down dates referenced in section 1. Power Shut Down to May 26, 2018 or May 27, 2018.
- Change to project completion date referenced in sections ‘1. Power Shut Down’ and ‘2. Equipment Procurement’ to May 27, 2018.
- Change to include section ‘9. Fuel’ to require Contractor to provide a full tank of diesel fuel at the completion of all testing and commissioning.
ITEM NO. 4 – Answers to Submitted Questions

Question – The project is required to be complete within 115 calendar days or by April 4. The project will not be awarded until December 6. Generator submittals typically require a 2 week lead time. After that it is typically 2 weeks for review and generator lead times are currently running 16 weeks. That time line puts us at about 134 days for delivery of the generator. If you add 15 days for final install, testing and start up that puts us at 149 days. This would make completion around May 6 2017 if all goes well. It should also be considered that within the time line of this project the recent California wildfires may begin to affect time lines. Please revise the time requirements to something more workable.

Answer – Project completion date has been changed to May 27, 2018. See revised specification sections above and attached to this addendum.

Question – Will the low voltage wires be allowed in the conduit and vault with the current carrying conductors?

Answer – No, low voltage wires will not be allowed in the same conduit or vault.

Question – Sheet E1.1 details 2, 3 and 4 are unclear. Are the splices to be made in all four pull boxes?

Answer – Detail 2 is a picture of the 3 existing pull boxes at Building 200. Details 3 and 4 are pictures of the same pull box that are tagged by Sheet Note 14 on Sheet E1.1. The pictures are of different angles. Plan sheets E0.1, E1.1 and E1.1A with legible photos is included at the bottom of this addendum.

Question – Section 00 72 13 6.5.1 calls for a field office to be provided by the contractor. Will this be required for this small project?

Answer – No, field office will not be required for this project.

Question – What permits will be required for this work and who will pay the fees?

Answer – Permits will be paid by the District.

Question – Who pays the fee for the air quality management permit?

Answer – The District will be responsible for permit and fees required by the Bay Area Air Quality Management District.

Question – There is a day care within 50 feet of the generator install site. Will a particulate filter be required on the generator?

Answer – Yes, contractor shall include in their proposals installation of a particulate filter.

Question – Section 00 72 13 1.6 calls for pollution insurance policy and calls for the policy to be maintained for three years following completion of the project. It seem this requirement is not appropriate for this scope of work as the risk of pollution is minimal. Furthermore it is unlikely a company will write a policy that offers coverage for three years after the diesel
fueled unit has been turned over to the owner for operation. Please consider waiving this requirement.

**Answer** – Pollution liability will not be required for this project.

**Question** – There are numerous conflicts in the specifications regarding the warranty period. Is the warranty one year or two years?

**Answer** – The warranty period is two (2) years.

**Question** – Is a project sign required for this project?

**Answer** – No, project sign will not be required.

**Question** – Are autocad as builts required for this project?

**Answer** – Contractor at the end of the project shall provide the District one (1) hard color copy (full size, 24”x36” sheets) and one (1) electronic color copy in pdf format. Autocad as-built drawings will not be required for this project.

**Question** – Section 00 72 13 26.6.4 discusses apprentices and makes the following statement “Only apprentices, as defined in section 3077 of the Labor Code, who are in training under apprenticeship standards and written apprentice agreements under chapter 4 (commencing at section 3070), division 3, of the Labor Code, are eligible to be employed. The employment and training of each apprentice shall be in accordance with the provisions of the apprenticeship standards and apprentice agreements under which he/she is training.” Coastal Mountain Electric employs certified journeyman electricians and California State registered electrician trainees per state law. Is it acceptable to use California state registered electrician trainees on this project?

**Answer** – Under the apprenticeship laws, the contractor is obligated to use apprentices who are indentured into a State approved apprentice program. If by “trainee”, the contractor means “apprentice”, then it must be confirmed that the apprentice is indentured in a State approved program. This can be checked on the Department of Industrial Relations website. Contractor shall verify that apprentices to be used on the project are indentured in a State approved apprentice program prior to submitting a proposal.

**Question** – Is the contractor required to pay for parking on campus during the project?

**Answer** – Contractor will not be required to purchase daily passes. Daily parking passes will be provided to the contractor after award.

**Question** – Section 01 50 00 1.04 D 3 says Contractor shall not park trucks, store materials, perform Work or cross over landscaped areas. Since the construction area is in the middle of a lawn this presents an issue. Please clarify that it is acceptable to reach the project by driving trucks and equipment across the lawn.

**Answer** – Yes, it is acceptable to reach the project location by driving trucks and equipment across lawn, but contractor shall protect to the best of their ability and repair damage of
landscaped areas caused by its construction activities. In general, existing areas disturbed will need to be returned back to its original state, or to the satisfaction of the District.

**Question** – The specifications require all excavation in the drip line of the trees to be done by hand. Nearly the entire project could be construed to be in the drip line of the trees. Will machine excavation be allowed on this project?

**Answer** – The desire of the District is to protect all trees on campus. Yes, machine excavation will be acceptable, however, contractor shall not harm any trees or jeopardize their health as a result of construction activities. All routes for underground pathways shall be reviewed with the District prior to commencing with work.

**Question** – Section 01 73 29 3.03 B 2 calls for the original installer of sight exposed surface to be called in to patch these surfaces after construction. Please confirm that that does not apply to the concrete patching and possible wall patching on this project.

**Answer** – Disregard requirement for the original installer to perform concrete and wall patching on the project. All patching necessary shall be performed by a licensed contractor and shall match the existing adjacent surfaces.

**Question** – Section 00 30 00 2.02 H discusses a wax sealer for the concrete. Please clarify that this will not be required for the equipment pads.

**Answer** – Disregard requirement to apply wax sealer on concrete equipment pads.

**Question** – Section 26 05 26 3.1 N calls for ground rods to be installed in each pull box. There is no detail however shown for this work. Please provide detail or clarify that this requirement does not apply to this project.

**Answer** – The ground rod reference is an indoor requirement and is not applicable.

**Question** – Section 26 32 13 1.1 A list Caterpillar as the specified product. It also says that Kohler and Onan are acceptable. Since Kohler and Onan are acceptable do we have to submit substitution requests for these units prior to bid?

**Answer** – Substitution requests will not be required for Kohler or Onan.

**Question** – Would Cummins be an acceptable alternate for the generator and transfer switch?

**Answer** – Yes, Cummins is acceptable and a substitution request will not be required.

**Question** – Would Generac be an acceptable alternate for the generator and transfer switch?

**Answer** – Yes, Generac is acceptable and a substitution request will not be required.

**Question** – The written specs call out 2” mesh chain link fence with privacy slats inserted. Can a pre-inserted slatted chain link fence such as industrial link (eprivacylink.com) be
used? It is not a 2” mesh, it is 3.5”x5” diamonds. It’s the standard for industry now. It’s what Caltrans call for on slatted chain link jobs.

**Answer** – Yes, it is acceptable. All fencing fabric, posts and accessories shall meet or exceed specifications, in regards to material thickness, gage, diameter, quality, installation, etc. Contractor shall provide material submittals for District review and approval after award.
AGREEMENT

THIS AGREEMENT IS MADE AND ENTERED INTO THIS 6th DAY OF December, 2017, 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: Building 100 Generator Project

   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 ONE HUNDRED FIFTEEN (115) ONE HUNDRED SEVENTY (170) consecutive calendar days (“Contract Time”) from the date of contract award notification. Contractor affirms by submitting a proposal, included in the amount are any fees or additional costs from the manufacturer to expedite fabrication and delivery of all material and equipment, to ensure project completion
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 Five Hundred dollars ($500.00) 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 **C-10** and/or **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. **[If Project is funded in whole or in part with federal funds,** the Contractor and all Subcontractors shall comply with the Davis Bacon Act, applicable reporting requirements, and any other applicable requirements for federal funding. If a conflict exists, the more stringent provision shall control over this Agreement.]

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. **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 hereinabove agreed to be performed by the Contractor, the following price:

$ ____________________

in lawful money of the United States, which sum is to be paid according to the schedule provided by the Contractor and accepted by the District and subject to additions and deductions as provided in the Contract. This amount supersedes any previously stated and/or agreed to amount(s).

17. 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.

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

CONTRACTOR     DISTRICT

SOLANO COMMUNITY COLLEGE DISTRICT

By: __________________________    By: __________________________
Title: __________________________    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
DOCUMENT 00 55 00

NOTICE TO PROCEED

Dated: ____________________________, 20___

TO: ________________________________
    ("Contractor")

ADDRESS: ________________________________

________________________________________________________________________

________________________________________________________________________

________________________________________________________________________

PROJECT: Building 100 Generator Project

PROJECT/CONTRACT NO.: 18-003 between the Solano Community College District and Contractor ("Contract").

You are notified that the Contract Time under the above Contract will be 115 170 days from date of contract award notification. By that date, you are to start performing your obligations under the Contract Documents. IN NO CIRCUMSTANCE SHALL THE PROJECT BE COMPLETE PAST APRIL 4, 2018 May 27, 2018.

You must submit the following documents by 5:00 p.m. of the (TENTH (10th) calendar day following the date of this Notice to Proceed:

a. Contractor’s preliminary schedule of construction.

b. Contractor’s preliminary schedule of values for all of the Work.

c. Contractor’s preliminary schedule of submittals, including Shop Drawings, Product Data, and Samples submittals

d. Contractor’s Safety Plan specifically adapted for the Project.

e. A complete subcontractors list, including the name, address, telephone number, facsimile number, California State Contractors License number, classification, and monetary value of all Subcontracts.

Thank you. We look forward to a very successful Project.

SOLANO COMMUNITY COLLEGE DISTRICT

BY: ________________________________

NAME: ________________________________
SOLANO COMMUNITY COLLEGE DISTRICT
Building 100 Generator Project (Addendum 02)

SPECIAL CONDITIONS

1. **Power Shut Down.**

   1.1. If it is determined a power shut down will be required for Building 100 or Substation #4 (currently feeding multiple buildings on campus, including Building 100) to, **test, commission**, make splice connections and terminations, Contractor shall schedule activities to minimize impact to be a one-time shutdown for six (6) eight (8) consecutive hours on a single day. Contractor will be expected to have all preparatory work complete, including but not limited to, installation of all underground boxes, pathways and conductors, construction of concrete pad, setting and placement of transfer switch and generator on concrete pad, and shall only have final splice connections, and terminations, **and testing and commissioning**, remaining during the shutdown. Contractor shall schedule power shut down while classes are not in session for Spring Break vacation. Exact dates available for shut down are currently unknown, but Contractor shall assume any day on or between March 31, 2018 through April 3, 2018 will be available **plan for a shutdown to be scheduled on May 26, 2018 or May 27, 2018**. Contractor shall coordinate power shut down with the District well in advance of the actual date, including providing a detailed schedule of activities during the shutdown.

2. **Equipment Procurement.**

   2.1. By submitting a bid, Contractor affirms that all material and equipment, including transfer switch and generator can be fabricated, delivered and installed in order to meet a final project completion date of April 4, 2018 **May 27, 2018**. Contractor shall include in their bid proposal any additional costs or fees required by the manufacturer to expedite fabrication and delivery to ensure project completion by April 4, 2018 **May 27, 2018**. Under NO circumstance shall the project be completed past April 4, 2018 **May 27, 2018**.

3. **Modernization Projects**

   3.1. **Access.** Access to the school buildings and entry to buildings, classrooms, restrooms, mechanical rooms, electrical rooms, or other rooms, for construction purposes, must be coordinated with District and onsite District personnel before Work is to start. Unless agreed to otherwise in writing, only a school custodian will be allowed to unlock and lock doors in existing building(s). The custodian will be available only while school is in session. If a custodian is required to arrive before 7:00 a.m. or leave after 3:30 p.m. to accommodate Contractor’s Work, the overtime wages for the custodian will be paid by the Contractor, unless at the discretion of the District, other arrangements are made in advance.

   3.2. **Master Key.** Upon request, the District may, at is own discretion, provide a master key to the school site for the convenience of the Contractor. The Contractor agrees to pay all expenses to re-key the entire school site and all other affected District buildings if the master key is lost or stolen or if any unauthorized party obtains a copy of the key or access to the school.
3.3. **Maintaining Services.** The Contractor is advised that Work is to be performed in spaces regularly scheduled for instruction. Interruption and/or periods of shutdown of public access, electrical service, water service, lighting, or other utilities shall be only as arranged in advance with the District. Contractor shall provide temporary services to all facilities interrupted by Contractor’s Work.

3.4. **Maintaining Utilities.** The Contractor shall maintain in operation during duration of Contract, drainage lines, storm drains, sewers, water, gas, electrical (see requirements of electrical shut down above), steam, and other utility service lines within working area.

3.5. **Confidentiality.** Contractor shall maintain the confidentiality of all information, documents, programs, procedures and all other items that Contractor encounters while performing the Work. This requirement shall be ongoing and shall survive the expiration or termination of this Contract and specifically includes, without limitation, all student, parent, and employee disciplinary information and health information.

3.6. **Work During Instructional Time.** By submitting its bid, Contractor affirms that Work may be performed during ongoing instruction in existing facilities. If so, Contractor agrees to cooperate to the best of its ability to minimize any disruption to the school up to, and including, rescheduling specific work activities for weekends and off-hours, at no additional cost to District.

3.7. **No Work During Student Testing.** Contractor shall, at no additional cost to the District and at the District’s request, coordinate its Work to not disturb District students including, without limitation, not performing any Work when students at the Site are taking State-required tests, and rescheduling specific work activities for weekends and off-hours, at no additional cost to District.

4. **Substitution for Specified Items**

4.1. Whenever in the Specifications any materials, process, or article is indicated or specified by grade, patent, or proprietary name, or by name of manufacturer, that Specification shall be deemed to be followed by the words “or equal.” Contractor may, unless otherwise stated, offer any material, process, or article that shall be substantially equal or better in every respect to that so indicated or specified.

4.1.1. If the material, process, or article offered by Contractor is not, in the opinion of the District, substantially equal or better in every respect to that specified, then Contractor shall furnish the material, process, or article specified in the Specifications without any additional compensation or change order.

4.1.2. This provision shall not be applicable with respect to any material, product, thing or service for which District made findings and gave notice in accordance with Public Contract Code section 3400(c); therefore, Contractor shall not be entitled to request a substitution with respect to those materials, products or services.

4.2. A request for a substitution shall be submitted as follows:

4.2.1. Contractor shall notify the District in writing of any request for a substitution at least ten (10) days prior to bid opening as indicated in the Instructions to
Bidders. Within ten (10) days prior to bid opening, Contractor shall provide data substantiating a request for substitution of “an equal” item, including but not limited to the following:

4.2.1.1. All variations of the proposed substitute from the material specified including, but not limited to, principles of operation, materials, or construction finish, thickness or gauge of materials, dimensions, weight, and tolerances;

4.2.1.2. Available maintenance, repair or replacement services for proposed substitution and how they differ from specified product;

4.2.1.3. Detailed analysis of difference in cost between the proposed substituted product and the product listed;

4.2.1.4. Increases or decreases in operating, maintenance, repair, replacement, and spare parts costs;

4.2.1.5. Whether or not acceptance of the substitute will require other changes in the Work (or in work performed by the District or others under Contract with the District); and

4.2.1.6. The time impact on any part of the Work resulting directly or indirectly from acceptance of the proposed substitute.

4.3. No substitutions shall be made until approved, in writing, by the District. The burden of proof as to equality of any material, process, or article shall rest with Contractor. The Contractor warrants that if substitutes are approved:

4.3.1. The proposed substitute is equal or superior in all respects to that specified, and that such proposed substitute is suitable and fit for the intended purpose and will perform adequately the function and achieve the results called for by the general design and the Contract Documents;

4.3.2. The Contractor provides the same warranties and guarantees for the substitute that would be provided for that specified;

4.3.3. The Contractor shall be fully responsible for the installation of the substitute and any changes in the Work required, either directly or indirectly, because of the acceptance of such substitute, with no increase in Contract Price or Contract Time. Incidental changes or extra component parts required to accommodate the substitute will be made by the Contractor without a change in the Contract Price or Contract Time;

4.3.4. The Contractor shall be responsible for any re-design costs occasioned by District’s acceptance and/or approval of any substitute; and

4.3.5. The Contractor shall, in the event that a substitute is less costly than that specified, credit the District with one hundred percent (100%) of the net difference between the substitute and the originally specified material. In this event, the Contractor agrees to execute a deductive Change Order to reflect that credit.
4.4. In the event Contractor furnishes a material, process, or article more expensive than that specified, the difference in the cost of that material, process, or article so furnished shall be borne by Contractor.

4.5. In no event shall the District be liable for any increase in Contract Price or Contract Time due to any claimed delay in the evaluation of any proposed substitute or in the acceptance or rejection of any proposed substitute.

4.6. Contractor shall be responsible for any costs the District incurs for professional services or delay to the Project Schedule, if applicable, while professional consultant reviews changes for the convenience of Contractor and/or to accommodate Contractor’s means and methods. District may deduct those costs from any amounts owing to the Contractor for the review of the request for substitution, even if the request for substitution is not approved. District, at its sole discretion, shall deduct from the payments due to and/or invoice Contractor for all the professional services and/or DSA fees or delay to the Project Schedule, if applicable, while DSA reviews changes for the convenience of Contractor and/or to accommodate Contractor’s means and methods arising herein.

5. **As-Builds and Record Drawings**

5.1. When called for by Division 1, Contractor shall submit As Built Drawings pursuant to the Contract Documents.

6. **Construction Manager**

6.1. The District will use a Construction Manager on the Project that is the subject of this Contract. Jason Yi, Kitchell CEM, jason.yi@solano.edu, (707) 864-7189 is the Construction Manager for this Project.

7. **Program Manager**

7.1. Kitchell CEM, (707) 864-7189 is the Program Manager designated for the Project that is the subject of this Contract.

8. **Preliminary Schedule of Values**

8.1. The preliminary schedule of values shall include, at a minimum, the following information and the following structure:

Replace provision in the General Conditions with the following provisions:

10.1.1.2.3. The preliminary schedule of values shall not provide for values any greater than the following percentages of the Contract value:

10.1.1.2.3.1. Mobilization and layout combined to equal not more than [1]%;
10.1.1.2.3.2. Submittals, samples and shop drawings combined to equal not more than [3]%;
10.1.1.2.3.3. Bonds and insurance combined to equal not more than [2]%. 

SOLANO COMMUNITY COLLEGE DISTRICT
Building 100 Generator Project (Addendum 02)  
SPECIAL CONDITIONS 00 73 13-4
9. **Fuel**

9.1. *In addition to the requirement in Section 26 32 13b – Emergency Generator and Transfer Switch (subsection 1.3.2 Fuel System), the Contractor shall also provide the District a full tank (both primary and secondary, if applicable) of diesel fuel at the completion of all testing and commissioning.*

END OF DOCUMENT