Yosemite Fire Protection Phase I Project
MAJ 15-MJ0062

ADDENDUM #1

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DATE: January 6, 2016

Submittal Date: January 14, 2016 before 2:00 p.m.

The following additions, deletions, and revisions to the Drawings and Project Manual are a part of the Contract Documents.

Each Bidder shall:

- Submit the information contained in this addendum to their subcontractors and suppliers.
- Acknowledge receipt of addenda on the Bid Form.

Note: Failure to acknowledge addenda in the space provided on the Bid Form may subject the Bidder to disqualification.

Item 1-1 Division 0, Section 00 07 01 Part B – Contract General Conditions, Article 2.06 Bidding Documents, c. Bidder’s Security, Second Paragraph

DELETE SECOND PARAGRAPH OF ARTICLE 2.06-c:

2.06-c.

For bids that are submitted electronically, Bidders shall present their bidder’s security in electronic form when tendering their bids, and then only the lowest three bidders shall submit original bidder’s security within 24 hours of bid opening, or their bids will be deemed nonresponsive.

Item 1-2 Division 0, Section 00 08 01 Part C – Supplementary General Conditions, Item 12. Article 4.06 Insurance Requirements

DELETE ITEM 12. AND REPLACE WITH THE FOLLOWING:
12. Article 4.06 Insurance Requirements

This Project shall not be enrolled in the Trustees’ Owner Controlled Insurance program. Contractor shall disregard the provisions of Article 4.06-b.

Item 1-3 Division 0, Section 00 08 01 Part C – Supplementary General Conditions, Item 19. Article 4.06-b, Owner Controlled Insurance Program; Subsections 6-11

DELETE ITEM 19. IN ITS ENTIRETY:

49. Article 4.06-b, Owner Controlled Insurance Program; Subsections 6-11 as follows:

• Subsection (6). Contractor’s OCIP Obligations; item (g), delete and replace with the following:
  (g) Provide, within five (5) days of Trustees or OCIP Administrator’s request, all documents or information as requested of Contractor or its subcontractors. Such information may include, but may not be limited to, payroll records, certified copies of insurance coverages, declaration pages of coverages, policy rate pages, certificates of insurance, underwriting data, prior loss history information, safety records or history, OSHA citations, construction cost estimates for this Project, or such other data or information as Trustees, the OCIP Administrator, or OCIP Insurers may request in the administration of the OCIP, to verify the accuracy of the Insurance Credit. All such records shall be maintained through the term of the Contract and for a period of one (1) year thereafter.

• Subsection (7). All Bids Net of OCIP Insurance Costs, delete and replace with the following:
  (7) Identification of OCIP Insurance Credit
  (a) Contractor shall include within its bid the full cost of all insurance required under the insurance requirements set forth in Article 4.06-a. All subcontractors shall also include within any proposal or bid submitted to Contractor their full cost of all insurance required under the insurance requirements set forth in Article 4.06-a, or under their subcontract requirements.

  (b) Contractor and all subcontractors shall provide all information necessary for enrollment in the OCIP via the Alliant WrapX website, including completing the Insurance Cost Worksheet via Alliant WrapX, for the purpose of allowing Trustees, through the OCIP Administrator, to identify the OCIP Insurance Credit (“Insurance Credit”) for Contractor and all subcontractors. The Insurance Credit as applicable to Contractor shall be defined as Contractor’s reduction in insurance cost due to eligibility for, and enrollment in the OCIP, as determined by using the Insurance Cost Worksheet. The Insurance Credit as applicable to a subcontractor shall be defined as the subcontractor’s reduction in insurance cost due to eligibility for, and enrollment in the OCIP. The Insurance Credit shall include the reduction in insurance premiums, related taxes and assessments, mark-up on the insurance premiums and losses retained through the use of the self-funded program, self-insured retention, or deductible program, and expected losses within any retained risk.

  (c) Contractor agrees that Trustees, through its Program Administrator, shall be permitted to review all OCIP enrollment forms, and the Insurance Cost Worksheets submitted by Contractor and any subcontractor of any tier, to verify the accuracy of the Insurance Credit. Upon verification of the Insurance Credit, 85% of the Insurance Credit (Initial Insurance Credit) will be deducted from each Contract Amount by way of deductive change order. Contractor shall be responsible for entering into deductive change orders with each of its subcontractors to reflect the Initial Insurance Credit applicable to each enrolled Subcontractor. Change order proposals that arise during performance of the Work shall be submitted with all Article 4.06-a insurance costs included. Contractor shall be responsible for entering into deductive change orders with each of its subcontractors at the closeout of each contract to adjust the Initial Insurance Credit based on final
contract values and loss rates. At the end of the Work a final deductive change order may be issued by Trustees based on Contractor’s final contract audit to adjust the Initial Insurance Credit based on final contract values and loss rates.

(d) In the event Trustees and Contractor or any subcontractor cannot agree on the accuracy of the Insurance Credit, the credit shall be deemed to be 2.5% of that contract or subcontract of any tier. In this case the 15% discount reflected in the Initial Insurance Credit shall not apply, and that contract shall be charged 100% of the Insurance Credit.

(e) Upon completion of each contract or subcontract of any tier, if the contract losses for that contract or subcontract under the OCIP are above 1.2225% of final reported payroll, the 15% discount reflected in the Initial Insurance Credit shall not apply, and that contract shall be charged 100% of the Insurance Credit.

Subsection (8), Contractor’s Representations and Warranties to Trustees, Item (c), delete and replace with the following:

(c) At any time during the course of the contract any cost of insurance included, or anticipated to be included, within the Insurance Credit shall not be billed to Trustees directly or indirectly, and shall not be included in any application for payment, invoice, or change order request.

Subsection (9), Audits, delete and replace with the following:

Contractor agrees that Trustees, the OCIP Administrator, and/or any OCIP Insurer may audit Contractor’s or any of its subcontractors’ payroll records, books and records, insurance coverage, insurance cost information, bid estimates, pricing for any cost in the Contract Amount or any subcontracted Work, or any information that Contractor provides to Trustees, the OCIP Administrator, or the OCIP Insurers to confirm their accuracy, and to ensure the accuracy of the Insurance Credit. If a project audit discloses any part of the Insurance Credit has been improperly billed to Trustees, the Trustees shall debit those amounts from the Contract Amount with a credit change order.

Subsection (10), Trustees’ Election to Modify or Discontinue the OCIP, delete and replace with the following:

For any reason, Trustees may modify the OCIP Coverage, discontinue the OCIP, or request that Contractor or any of its Subcontractors of any tier withdraw from the OCIP upon thirty (30) days written notice. Upon such notice Contractor and/or one or more of its subcontractors, as specified by Trustees in such notice, shall obtain and thereafter maintain during the performance of the Work, all (or a portion thereof as specified by Trustees) of the OCIP Coverage. The form, content, limits of liability, cost, and the insurer issuing such replacement insurance shall be subject to Trustees’ approval. The cost of the replacement coverage shall be at Trustees’ expense, but only to the extent of the applicable Insurance Credit.

Subsection (11), Withholding Payments, delete and replace with the following:

Trustees may withhold from any payment owed or owing to Contractor or its subcontractors of any tier any portion of the Insurance Credit improperly included in a request for payment. In the event a Trustees’ audit of Contractor’s records and information as permitted under the Contract Documents reveals a discrepancy in the insurance, payroll, safety, or any other information required by the Contract Documents to be provided by Contractor to Trustees, or to the OCIP Administrator, or reveals the inclusion of costs reflected in the Insurance Credit in any application for payment for the Work, Trustees shall have the right to a full deduction of any improperly billed costs from the Contract Amount and recovery of all audit costs. Audit costs shall include, but shall not be limited to, the fees of the OCIP Administrator, and the fees of attorneys and accountants conducting the audit and review. If the Contractor or its subcontractors fail to timely comply with the provisions of Contract General Conditions Article 4.06-b, and Supplementary General Conditions Article 4.06-b, Trustees may withhold any payments due to Contractor and/or its subcontractors of any tier until such time as they do comply. Such withholding by Trustees shall not be deemed to be a default under the Contract Documents.
Item 1-4 Division 1, Section 01510 Temporary Utilities

DELETE SECTION 01510 TEMPORARY UTILITIES IN ITS ENTIRETY AND REPLACE WITH THE ATTACHED:

Refer to attached Section 01510 Temporary Utilities (ADD #01a).

###
PART 1 - GENERAL

1.01 SUMMARY

A. Section includes:
   1. Temporary utilities:
      a. Temporary power
      b. Temporary lighting
      c. Telephone service
      d. Water service
      e. Sanitary facilities
      f. Heating and cooling
      g. Ventilation during construction
      h. Fire Protection
   2. Removal of temporary utilities

B. Related Specification Sections
   1. Section 01330 - Submittal Procedures
   2. Section 01730 - Cutting and Patching

1.02 REFERENCES

A. ANSI-A10  Safety Requirements for Construction and Demolition
B. CEC  California Electric Code
C. CFPA 70  National Electric Code
D. CPC  California Plumbing Code
E. NECA  Temporary Electrical Facilities
F. NFPA 10  Standard for Portable Fire Extinguisher
G. NFPA 241  Standard for Safeguarding Construction, Alterations and Demolition Operations

1.03 SUBMITTALS

A. Refer to Section 01330 - Submittal Procedures.

B. Temporary Utilities: Submit reports of tests, inspections, applicable meter readings and similar procedures performed on temporary utilities.

1.04 QUALITY ASSURANCE

A. Regulations: Comply with industry standards and applicable laws and regulations of the authorities having jurisdiction, including, but not limited to:
   1. Cal OSHA
2. Building Code requirements
3. Health and safety regulations
4. Utility company regulations

B. Standards:
2. ANSI-A10 Series standards for “Safety Requirements for Construction and Demolition,” and
   a. Refer to “Guidelines for Bid Conditions for Temporary Job Utilities and Services,” prepared jointly by AGC and ASC, for industry recommendations.
   b. Electrical Service: Comply with NEMA, NECA and UL standards and regulations for temporary electric service. Install service in compliance with National Electric Code (CFPA 70).
4. California Plumbing Code (CPC)

C. Inspections: Arrange for authorities having jurisdiction to inspect and test temporary utility before use. Obtain required certifications and permits.

### 1.05 PROJECT CONDITIONS

**A. Conditions of Use:**
1. Keep temporary services and facilities clean and neat in appearance.
2. Operate in a safe and efficient manner.
3. Take necessary fire prevention measures.
4. Do not allow hazardous, dangerous, or unsanitary conditions, or public nuisances to develop or persist on the site.

### 1.06 TEMPORARY UTILITIES

**A. General:**
1. Pay all the costs associated with the installation of temporary utilities.
2. Engage appropriate personnel to install temporary or connect to existing service. All connections to existing services must be done under the direction and supervision of the University.

### 1.07 TEMPORARY POWER:

**A.**
- Electricity may be taken from the University’s system, if available.
  1. Exception: When electricity is not available, arrange and pay for portable power.

**B.**
- Provide **electric meter and** equipment to extend the utility lines, including branch wiring and distribution boxes.
  1. Provide temporary feeder at location determined by Contractor and approved by Trustees Representative.
  2. Provide conduit, raceways, fittings, conductors, panels, connections, disconnects, overcurrent and ground-fault circuit protection, outlets and meters.
  3. Provide weatherproof enclosures for power components.

**C.**
- Option: Use of Permanent Electricity System with Trustees Representative approval.
1. Complete, test and inspect system, and obtain Trustees Inspector and Trustees Representative approvals.
2. Relamp fixtures immediately prior to Contract Completion (punch list) review.
D. Comply with University requirements, NECA Electrical Design Library – Temporary Electrical Facilities and California Electric Code (CEC).
E. Service Disruptions: Coordinate installation with the Trustees Representative. Schedule transfers at times convenient to University and occupants, and minimize disruption of service.
F. Contractor will be billed directly for electricity charges.

1.08 TEMPORARY LIGHTING:

A. Provide branch wiring from power source to distribution boxes with lighting conductors, pigtails, and lamps.
   1. Maintain lighting and provide routine repairs.
   2. Provide weatherproof enclosures for lighting components.
B. Option: Use of Permanent Lighting System with Trustees Representative approval.
   1. Complete, test and inspect system, and obtain Trustees Inspector and Trustees Representative approvals.
C. Lighting Criteria: Light areas to provide for proper performance of construction activities and inspection of Work.

1.09 TELEPHONE SERVICE:

A. Request and pay for telephone/data and fax facilities available for the duration of contract where the Contractor and its superintendent may be contacted.
B. Connect to and use University’s phone system.
   1. Request and pay for phone/data installation through the Trustees Representative. Approximate costs are as follows:
      a. Tele/data lines to each trailer $1,000 each
      b. Phone connection $85 each
      c. Telephone instrument $350 each
   2. Pay for phone sets, connection, and use costs.
   3. Contractor will be billed directly for actual Telecommunications charges.
C. Option: Use of cellular telephone, pagers and NEXTEL radio service with Trustees Representative approval.
   1. Include voice message and paging services.
   2. Contractor shall provide for cost of services.

1.10 WATER SERVICE:

A. Water may be taken from the University’s systems in such quantities and at such times, as it is available.
B. Provide water meter and temporary materials to extend branch piping with outlets located so water is available by use of hoses.
C. Temporary water service piping, valves, fittings and meters: Comply with requirements of water utility and California Plumbing Code (CPC).
D. Option: Use of Permanent Water System with Trustees Representative approval.
   1. Complete, sterilize, test and inspect system, and obtain Trustees Inspector and Trustees Representative approvals.
E. Coordinate installation with the Trustees Representative.
F. Contractor will be billed directly for water charges.

1.11 SANITARY FACILITY:

A. Provide and maintain adequate temporary sanitary facilities and enclosures adjacent to field trailer.
   1. Provide number of temporary toilets suitable for number of workers.
   2. Provide wash-up sink with soap, towels and waste disposal.

B. Use of Permanent Sanitary Facilities:
   1. Do not use, unless approved by Trustees Representative.
   2. Immediately prior to Contract Completion, clean and sanitize facilities used during construction.

1.12 HEATING AND COOLING:

A. Temporary heating and cooling devices and fuel to provide and maintain ambient temperature required for proper performance of construction activities.

B. Install and test systems, and obtain approval from Trustees Inspector.
   1. Prior to operation, verify installation is approved for operation, equipment is lubricated and filters are in place.

C. Provide for operation, maintenance and regular replacement of filters and worn and consumed parts.
   1. Immediately prior to Contract Completion, change disposable filters and clean permanent filters.

D. Interior Ambient Temperature Criteria:
   1. 50 degrees F, minimum.
   2. 80 degrees F, maximum.

1.13 VENTILATION DURING CONSTRUCTION:

A. Temporary ventilation devices, energy and related services.

B. Option: Use of Permanent Ventilation Systems with Trustees Representative approval.
   1. Prior to operation of equipment, verify equipment is lubricated and filters are in place.

C. Provide for operation, maintenance and regular replacement of filters and worn and consumed parts.
   1. Immediately prior to Contract Completion, change disposable filters and clean permanent filters.

D. Ventilation Criteria: Vent enclosed areas to assist cure of materials, to dissipate humidity and to provident accumulation of dust, fumes, vapors and gases for proper performance of Work.

1.14 TERMINATION AND REMOVAL:

A. Unless the Trustees requires that it be maintained longer, remove each temporary facility when the need has ended, or when replaced by authorized use of a permanent facility, or by Completion.

B. Complete or, if necessary, restore permanent construction that may have been delayed because of interference with the temporary facility.
C. Repair damaged Work, clean exposed surfaces and replace construction that cannot be satisfactorily repaired.

D. At Completion, clean and renovate permanent facilities that have been used during the construction period.

PART 2 - PRODUCTS

2.01 MATERIALS

A. Provide new materials.
   1. Exception: If approved by the Trustees Representative, undamaged previously used materials in serviceable condition may be used.

B. Provide materials suitable for intended use. Do not create unsafe conditions or violate requirements of applicable codes and standards.

2.02 EQUIPMENT

A. Provide new equipment.
   1. If approved by the Trustees, undamaged, previously used equipment in serviceable condition.
   2. Provide equipment suitable for intended use.

2.03 REMOVAL OF UTILITIES, FACILITIES, AND CONTROLS

A. Remove temporary above grade or buried utilities, equipment, facilities, materials, prior to final application for payment inspections.

B. Clean and repair damage caused by installation or use of temporary work.

C. Restore existing facilities used during construction to original condition.

D. Restore permanent facilities used during construction to specified condition.

PART 3 - EXECUTION

3.01 TEMPORARY UTILITIES INSTALLATION

A. General:
   1. Engage the appropriate local utility company or personnel to install temporary service or connect to existing service.
      a. Use Charges: Cost or use charges for temporary facilities are the Contractor's responsibility.
      b. Allowance for Utilities Charges: When Contract includes an allowance for metering of utility services unused amount shall be returned to the Trustees by deductive change order.

B. Water Service: Water may be taken from the University's system in such quantities and at such times as they are available. Provide temporary materials necessary to extending the utility. Install a meter and reimburse the University for water usage.
C. Temporary Electric Power Service: Electricity may be taken from the University's system if available. Provide equipment, including connections, and other materials necessary for extending the utility lines. Coordinate installation with University's Representative. Install meter and reimburse University for power usage. Where sub-metering is not possible or practical, a flat fee may be established by the University.
   1. When not available from the University, arrange and pay for electric service through the local utility or furnish portable power.

D. Temporary Telephones: Provide telephone facility at business office for the duration of contract where Contractor and its superintendent may be contacted.

   1. Locate fire extinguishers where convenient and effective for intended purpose, but not less than one extinguisher on each floor at or near each usable stairwell.
   2. Store combustible materials in containers in fire-safe locations.
   3. Maintain unobstructed access to fire extinguishers, fire hydrants, temporary fire protection facilities, stairways and other access routes for fighting fires.
   4. Smoking is prohibited on Campus except in designated smoking areas.
   5. Provide supervision of welding operations, combustion type temporary heating units, and similar sources of fire ignition.

F. Maintenance of Temporary Utilities and Services: Maintain temporary utilities and services in good operating condition until removal. Protect utilities and services from environmental and physical damage.

3.02 TERMINATION AND REMOVAL OF TEMPORARY UTILITIES AND SERVICES

A. Termination and Removal of Temporary Utilities and Services:
   1. Unless Trustees require that it be maintained longer, remove each temporary facility when:
      a. Need has ended, or
      b. Replaced by authorized use of a permanent facility, or
      c. No later than Completion.
   2. Complete or restore permanent construction that may have been delayed because of interference with the temporary facility.
   3. At Completion, clean and renovate permanent facilities that have been used during the construction.

B. Removal of Temporary Underground Utilities and Restoration: Remove temporary underground utility installations to a minimum depth of two-feet below utility services. Contractor shall:
   1. Backfill, compact and regrade site as necessary to restore areas or to prepare for indicated paving and landscaping.
   2. Restore paving damaged by temporary utilities. Refer to requirements specified in Section 01730- Cutting and Patching.
C. Cleaning and Repairs:
1. Clean exposed surfaces and repair damage.
2. Where determined by University's Representative that repair of damage is unsatisfactory, replace construction with matching finishes. Refer to requirements specified in Section 01730- Cutting and Patching.

END OF SECTION