Merritt College Science Building Site Paving

PROJECT NO. 2353, BID NO. 14-15/20

Peralta Community College District

333 East 8th Street, Oakland, CA 94606

March 17, 2015

ADDENDUM No. 1

This addendum supersedes items of the original contract documents wherein it is inconsistent with it. All other conditions remain unchanged. The following changes, modifications, corrections, additions or clarifications shall apply to the contract documents and shall be made a part of and subject to all of the requirements thereof as if originally specified or shown. It is the responsibility of the bidder to review the list of attachments to ensure that the addendum is full and complete. This Addendum modifies the original Bid Documents for the above Bid.

Acknowledgement receipt of this addendum in the space provided on the BID FORM. Failure to do so may subject Bidder to disqualification.

Revisions

1. Document 00 5200 Agreement was missing from the originally published bid documents. Find it attached herein.
2. The engineer’s estimate was originally stated as $750,000. It has since been corrected to be $900,000.
3. The four drawings attached and listed below are to be added to the List of Drawings.

• Site Survey
• Drawing Page: A1.4
• Drawing Page: A1.6
• Detail Page: 14/A9.1.1

END OF ADDENDUM ONE
THIS AGREEMENT, dated this [date] day of [Month], [201____], by and between [Name of Contractor] whose place of business is located at [Address of Contractor] (“Contractor”), and Peralta Community College District acting under and by virtue of the authority vested in Owner by the laws of the State of California.

WHEREAS, Owner, by its Resolution No. [insert number] adopted on the [date] day of [Month, Year] awarded to Contractor the following Contract:

Project No. 2353, Bid No. 14-15/20

Merritt College Science Building Site Paving
at
12500 Campus Drive, Oakland, CA 94619

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

ARTICLE 1 - SCOPE OF WORK OF THE CONTRACT

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

1.02 Price for Completion of the Work
A. Owner shall pay Contractor the following Contract Sum (Contract Sum) for completion of Work in accordance with Contract Documents as set forth in Contractor’s Bid, attached hereto.
B. The Contract Sum includes all allowances (if any).

ARTICLE 2 - COMMENCEMENT AND COMPLETION OF WORK

2.01 Commencement of Work
A. Contractor shall commence Work on the date established in the Notice to Proceed.
B. Owner reserves the right to modify or alter the Commencement Date.

2.02 Completion of Work
A. Contractor shall achieve Substantial Completion of the entire Work within 66 Days from the Commencement Date.
B. Contractor shall achieve Final Completion of the entire Work 90 Days from the Commencement Date.

ARTICLE 3 - PROJECT REPRESENTATIVES

3.01 Owner’s Project Manager
The Chancellor (or his/her designee) shall act as Owner’s Representative in all matters relating to the Contract Documents.

3.02 Owner’s Chancellor on behalf of its Board of Trustees, and in accordance with District Board Policies and Administrative Procedures, shall have final authority over all matters pertaining to the Contract Documents and shall have sole authority to modify the Contract Documents on behalf of
Owner, to accept work, and to make decisions or actions binding on Owner, and shall have sole signature authority on behalf of Owner. The Chancellor, at his/her discretion, may delegate some portion of Chancellor’s authority to Owner’s Vice Chancellor of General Services or other representative.

3.03 Contractor’s Project Manager
A. Contractor has designated [________ or other] as its Project Manager to act as Contractor’s Representative in all matters relating to the Contract Documents.

3.04 Architect/Engineer
A. JK Architects furnished the Plans and Specifications and shall have the rights assigned to Architect/Engineer in the Contract Documents.
B. Architect/Engineer has designated Brandon Rachac as its project manager, to act as its representative for receiving and making communications authorized under the Contract Documents.

ARTICLE 4 - LIQUIDATED DAMAGES FOR DELAY IN COMPLETION OF WORK
4.01 Liquidated Damage Amounts
A. As liquidated damages for delay Contractor shall pay Owner one thousand dollars ($1,000.00) for each Day that expires after the time specified herein for Contractor to achieve Substantial Completion of the entire Work, until achieved.
B. As liquidated damages for delay Contractor shall pay Owner One Thousand Hundred dollars ($1,000.00) for each Day that expires after the time specified herein for Contractor to achieve Final Completion of the entire Work, until achieved.

4.02 Scope of Liquidated Damages
A. Measures of liquidated damages shall apply cumulatively.
B. Limitations and stipulations regarding liquidated damages are set forth in Document 00 7200 (General Conditions).

ARTICLE 5 - CONTRACT DOCUMENTS
5.01 Contract Documents consist of the following documents, including all changes, Addenda, and Modifications thereto:

<table>
<thead>
<tr>
<th>Division</th>
<th>Section</th>
<th>Title</th>
</tr>
</thead>
<tbody>
<tr>
<td>INTRODUCTORY INFORMATION</td>
<td>00 01 01</td>
<td>Title Page</td>
</tr>
<tr>
<td></td>
<td>00 01 10</td>
<td>Table of Contents</td>
</tr>
<tr>
<td></td>
<td>00 01 15</td>
<td>Drawing List</td>
</tr>
<tr>
<td>BIDDING REQUIREMENTS</td>
<td>00 11 13</td>
<td>Notice Inviting Bids</td>
</tr>
<tr>
<td></td>
<td>00 21 13</td>
<td>Instructions to Bidders</td>
</tr>
<tr>
<td>BID FORMS AND BID SUBMITTALS</td>
<td>00 41 13</td>
<td>Bid Form</td>
</tr>
<tr>
<td></td>
<td>00 43 13</td>
<td>Bond Accompanying Bid</td>
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<td></td>
<td>00 43 14</td>
<td>Bidder Registration Form</td>
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<td></td>
<td>00 43 30</td>
<td>Subcontractors List</td>
</tr>
<tr>
<td></td>
<td>00 45 13</td>
<td>Statement of Qualifications</td>
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<tr>
<td></td>
<td>00 45 19</td>
<td>Non-Collusion Affidavit</td>
</tr>
<tr>
<td></td>
<td>00 45 46</td>
<td>Bidder Certifications</td>
</tr>
</tbody>
</table>
CONTRACT FORMS

00 51 00 Notice of Award
00 52 00 Agreement
00 61 13.13 Construction Performance Bond
00 61 13.16 Construction Labor and Material Payment Bond
00 62 90 Escrow Agreement for Security Deposits in Lieu of Retention
00 63 25 Substitution Request Form
00 65 00 Release of Claims
00 65 36 Guaranty

CONDITIONS OF THE CONTRACT

00 72 00 General Conditions
00 73 00 Labor Compliance Program
00 73 16 Supplementary Conditions
00 73 39 Small Local Business Enterprise
00 73 80 Apprenticeship Program
00 82 50 Project Labor Agreement
00 91 13 Addenda

DIVISION 01 - GENERAL REQUIREMENTS

01 11 00 Summary of the Work
01 20 00 Measurement and Payment
01 26 00 Modification Procedures
01 31 19 Project Meetings
01 32 30 Progress Schedules and Submittals
01 33 00 Submittals
01 35 44 LEED Requirements
01 41 00 Regulatory Requirements
01 42 00 References and Definitions
01 50 00 Temp Facilities and Controls
01 57 02 Storm Water Pollution Prevention
01 77 00 Commissioning and Contract Closeout
01 81 13 Environmentally Sustainable Procurement Construction

DIVISION 05 – 32 TECHNICAL SPECIFICATIONS

05 50 00 Metal Fabrications
26 05 26 Grounding and Bonding
26 05 31 Conduit
26 05 43 Underground Ducts and Structures
32 12 16 Asphalt Paving
32 13 13 Concrete Paving – 1
32 14 23 Pavement Markings
### LIST OF DRAWINGS

<table>
<thead>
<tr>
<th>Code</th>
<th>Description</th>
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<tbody>
<tr>
<td>G0.2.1</td>
<td>CAMPUS PLAN</td>
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<tr>
<td>C2.1</td>
<td>DEMOLITION PLAN</td>
</tr>
<tr>
<td>C3.1</td>
<td>HORIZONTAL CONTROL PLAN</td>
</tr>
<tr>
<td>C4.1</td>
<td>GRADING PLAN</td>
</tr>
<tr>
<td>C4.2</td>
<td>DEMOLITION, HORIZONTAL CONTROL &amp; GRADING PLAN</td>
</tr>
<tr>
<td>C5.1</td>
<td>STORM DRAIN &amp; SANITARY SEWER PLAN</td>
</tr>
<tr>
<td>C6.1</td>
<td>DOMESTIC WATER PLAN</td>
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<td>C7.1</td>
<td>CIVIL DETAILS</td>
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<td>A1.0</td>
<td>EXTERIOR EGRESS PLAN</td>
</tr>
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<td>A1.1</td>
<td>ENLARGED SITE PLAN – WEST</td>
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<tr>
<td>A1.2</td>
<td>ENLARGED SITE PLAN – NORTH &amp; SOUTH</td>
</tr>
<tr>
<td>A1.3</td>
<td>ENLARGED SITE PLAN – EAST</td>
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<td>A1.5</td>
<td>SITE DETAILS</td>
</tr>
<tr>
<td>ED1.0.1</td>
<td>SITE LIGHTING DEMOLITION PLAN</td>
</tr>
<tr>
<td>E1.0.1</td>
<td>SITE LIGHTING PLAN</td>
</tr>
</tbody>
</table>

5.02 There are no Contract Documents other than those listed above. The Contract Documents may only be amended, modified or supplemented as provided in Document 00 7200 (General Conditions).

### ARTICLE 6 - MISCELLANEOUS

6.01 Terms and abbreviations used in this Agreement are defined in Document 00 7200 (General Conditions) and Section 01 4200 (References and Definitions) and will have the meaning indicated therein.

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

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

6.04 Copies of the general prevailing rates of per diem wages for each craft, classification, or type of worker needed to execute the Contract, as determined by Director of the State of California Department of Industrial Relations, are deemed included in the Contract Documents and on file at Owner’s Office, and shall be made available to any interested party on request. Pursuant to California Labor Code §§ 1860 and 1861, in accordance with the provisions of Section 3700 of the Labor Code, every contractor will be required to secure the payment of compensation to his employees. Contractor represents that it is aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers’ compensation or to undertake self-insurance in accordance with the provisions of that Code, and Contractor shall comply with such provisions before commencing the performance of the Work of the Contract Documents.
6.05 This Agreement and the Contract Documents shall be deemed to have been entered into in the County of [___], State of California, and governed in all respects by California law (excluding choice of law rules). The exclusive venue for all disputes or litigation hereunder shall be in the Superior Court for the County of [___].

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

CONTRACTOR: [CONTRACTOR’S NAME]

By: ______________________________
    (Signature)

Its: _______________________________
    (Signature)

Title: (If Corporation: Chairman, President or Vice President)

OWNER: Peralta Community College District

By: ______________________________
    (Signature)

________________________________
    (Print Name)

________________________________
    (Title)

Attest: ___________________________
    Secretary

________________________________
    (Print Name)

APPROVED AS TO FORM AND LEGALITY
THIS ____ DAY OF ________, 20____

By: ______________________________
    Attorney for Owner

________________________________
    (Print Name)

RESOLUTION NO. ____________________

END OF DOCUMENT
SLAB ON GRADE TO TOPPING SLAB

1/2" = 1'-0"

NOTE: SEE DETAIL 15/A9.1.1 FOR BELOW GRADE DRAINAGE AND WATERPROOFING