



August 16, 2013

SUBJECT: ADDENDUM NO. 2
Mare Island Building 655 Demolition & Abatement Project
(File Number 9819.14.02)

To Prospective Bidders:

The following are changes to the contract specifications and plans for the above referenced project:

This addendum is hereby made a part of the contract documents to the same extent as if they were originally included therein. Receipt of this addendum shall be acknowledged with the bid for Mare Island Building 655 Demolition & Abatement Project.

BID OPENING:

1. Bid opening was changed to August 22, 2013.

SPECIFICATIONS:

2. Reference: **NOTICE TO CONTRACTORS**, Page 1;

Delete the 6th paragraph.

~~Time of completion of the work is 30 working days from the date of issuance of the Notice to Proceed work by the City.~~

And replace with the following.

Time of completion of the work is **40 working days** from the date of issuance of the Notice to Proceed work by the City.

3. Reference: **BID SHEET**, Page 14;

Delete the 8th paragraph.

~~Bidder agrees to complete all work required of Contractor by the Contract Documents, within **30 working days** of the City's issuance of the Notice to Proceed. Note that the "cure time" shall be excluded from the number of working days. If the Contractor fails to complete all work within the time specified, the Contractor shall pay to the City, as Liquidated Damages, the sum of **ONE THOUSAND FIVE HUNDRED DOLLARS (\$1,500.00)** for each consecutive calendar day the work remains uncompleted beyond the time specified for completion.~~

And replace with the following.

Bidder agrees to complete all work required of Contractor by the Contract Documents, within **40 working days** of the City's issuance of the Notice to Proceed. If the Contractor fails to complete all work within the time specified, the Contractor shall pay to the City, as Liquidated Damages, the sum of **ONE THOUSAND FIVE HUNDRED DOLLARS (\$1,500.00)** for each consecutive calendar day the work remains uncompleted beyond the time specified for completion.

4. Reference **SECTION A – GENERAL CONDITIONS, Sub-Section 20 - INSURANCE**, Page 52;

Delete Sub-Section 20 – Insurance..

And insert the following:

20 INSURANCE

Insurance shall conform to the following requirements: The Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his/her agents, representatives, employees or SUBCONTRACTORS. Such insurance shall not be construed to relieve the Contractor of any liability in excess of such coverage. The cost of such insurance shall be included in the Contractor's bid.

A.. Minimum Scope of Insurance Coverage shall be at least as broad as:

1. Comprehensive General Liability Insurance Services.
2. Automobile Liability insurance.

3. Umbrella/Excess Liability insurance.
4. Workers' Compensation insurance as required by the Labor Code of the State of California and Employers Liability insurance.
5. Pollution Liability Insurance.

B. Minimum Limits of Insurance

Contractor shall maintain limits no less than:

1. General Liability: **\$1,000,000** per occurrence. **\$2,000,000** general aggregate for bodily injury, personal injury, and property damage including blanket contractual liability. **\$2,000,000** completed operations aggregate that shall extend a minimum of three (3) years' beyond project completion..
2. Automobile Liability: **\$1,000,000** per occurrence, including owned, non-owned and hired vehicles.
3. Umbrella/Excess Liability: **\$4,000,000**; for bodily injury, personal injury and property damage liability coverage at least as broad as the primary coverages above, including commercial general liability and employer's liability, to include the following terms and conditions:
 - a. A drop down feature requiring the policy to respond in the event that any primary insurance that would otherwise have applied proves to be uncollectable in whole or in part for any reason;
 - i. Pay on Behalf of Insured" wording (NOT reimbursement)
 - ii. Concurrency of effective dates with primary policies; and
 - iii. Policies shall follow form to the underlying primary policies.
4. Workers' Compensation and Employers Liability: Workers' compensation limits as required by the Labor Code of the State of California and Employers Liability limits of **\$1,000,000** per accident for bodily injury or disease.
5. Pollution Liability Insurance: **\$1,000,000** per claim and in the aggregate.

C. Deductibles and Self Insured Retention

Any deductibles or self - insured retention must be declared to and accepted by the City. At the option of the City, either: the insurer shall reduce or eliminate such deductibles or self - insured retention as respects the City, its officers, officials, employees and volunteers; or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

D. Other Insurance Provisions

The policies are to contain, or be endorsed to contain the following provisions:

1. General Liability and Automobile Liability Coverage

- a. The City, its officers, officials, employees and volunteers are to be covered as insured as respects: liability arising out of activities performed by or on behalf of the Contractor, including the insured's general supervision of the Contractor; products and completed operations of the Contractor, premises owned, occupied or used by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the City, its officers, officials, employees or volunteers and the Engineer, its officers, directors, employees and subconsultants.
- b. The Contractor's insurance coverage shall be primary insurance as respects the City, its officers, officials, employees, and volunteers. Any insurance or self - insurance maintained by the City, its officers, officials, employees or volunteers and the Engineer, its officers, directors, employees and subconsultants shall be excess of the Contractor's insurance and shall not contribute with it.
- c. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the City, its officers, officials, employees or volunteers and the Engineer, its officers, directors, employees and subconsultants.
- d. The Contractor's coverage applies separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

2. Workers' Compensation and Employers Liability Coverage

The insurer shall agree to waive all rights of subrogation against the

City, its officers, officials, employees and volunteers for losses arising from work performed by the Contractor for the City and the Engineer, its officers, directors, employees and subconsultants.

3. All Coverage

Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice has been given to the City.

E. Acceptability of Insurers

Insurance is to be placed with insurers with a Best's rating of no less than A:VII.

F. Verification of Coverage

Contractor shall furnish the City with certificates of insurance and with original endorsements effecting coverage required by this section. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates and endorsements are to be received and accepted by the City before work commences. The City reserves the right to require complete, certified copies of all required insurance policies, at any time.

Include insurer's NAIC numbers on ACCORD form.

G. Subcontractors

Contractor shall include all subcontractors as insured under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverage for subcontractors shall be subject to all of the requirements stated herein.

~~H. Builder's Risk Insurance~~

~~Upon commencement of construction, contractor shall obtain and maintain builder's risk insurance as specified below:~~

- ~~i) Completed Operations Coverage: \$2,000,000 which shall extend three (3) years beyond project completion.~~

I. Exclusions

This insurance does not cover tools owned by mechanics, any tools,

equipment, scaffolding, staging, towers, and forms rented or owned by the Contractor, the capital value of which is not included in the cost of the work or any shanties or other structures erected for the sole convenience of the workers.

J. Cancellation or Non-Renewal

Policies must provide that notice of cancellation or non-renewal must be received by the City at least thirty days prior to such event.

5. Reference: **SECTION A – GENERAL PROVISIONS, Sub-Section 73 – Guarantee**, Page 86

Delete Sub-Section 73 – Gurantee.

6. Reference: **SECTION D.7520 – ABATEMENT OF ASBESTOS CONTAINING MATERIALS (ACM) & ASBESTOS CONTAINING CONSTRUCTION MATERIALS (ACCM)**, Part 1.0 – Description, Page D-10

Add the following paragraph after Table 1 – Asbestos Survey Results.

Roofing material is friable due to fire damage and is considered Regulated Asbestos Containing Material (RACM).

7. Reference: **SECTION D.7520 – ABATEMENT OF ASBESTOS CONTAINING MATERIALS (ACM) & ASBESTOS CONTAINING CONSTRUCTION MATERIALS (ACCM)**, Part 1.1 – Schedule, Paragraph A, Page D-11

Delete the words “within thirty (30) calendar days.”

And insert the following: “as stated in the Notice to Contractors.”

8. Reference: **SECTION D.7520 – ABATEMENT OF ASBESTOS CONTAINING MATERIALS (ACM) & ASBESTOS CONTAINING CONSTRUCTION MATERIALS (ACCM)**, Part 3.3 – Asbestos Removal, Paragaraph I, Page D-29

Add the following to Paragraph I.

3. Roofing Materials

- a. Use removal methods that will keep the tearing and fraying of the roof membrane to a minimum. If sawing tools are used, they must be factory equipped with HEPA filtering devices, or perform in a manner that will not release visible dust emissions. Roofing debris made friable shall be misted before transportation to dumpsters and also mist roofing debris if necessary when the roofing debris is in the dumpster. **“CONTAINED” WORK AREA IS NOT REQUIRED DURING THE REMOVAL OF FRIABLE ROOFING MATERIALS.**
 - b. Use dust control methods to hold dust generation to a minimum.
 - c. The Work Area shall be kept orderly, clean and clear of work materials.
 - d. Package roofing materials in labeled double six (6) mil lined containers or bags, or in with the disposal facilities requirements.
9. Reference: **SECTION D.7520 – ABATEMENT OF ASBESTOS CONTAINING MATERIALS (ACM) & ASBESTOS CONTAINING CONSTRUCTION MATERIALS (ACCM)**, Part 3.3 – Asbestos Removal, Paragraph J, sub part 1. Roofing Materials, Page D-29

Delete Paragraph J, sub part 1. Roofing Materials

10. Reference: **SECTION D.7521 – ABATEMENT OF LEAD BASED PAINT & LEAD CONTAINING PAINT MATERIALS**, Part 1.5 – DRESS AND EQUIPMENT, Paragraph C., Page D-48

Delete the 1st sentence from the paragraph.

~~C. Disposable protective clothing shall be disposed of as lead waste every time the wearer exists from the work space/equipment room to the shower room while proceeding to the clean area.~~

And replace with the following.

- C. Disposable protective clothing shall be disposed of as lead waste every time the wearer **exits** from the work space/equipment room to the shower room while proceeding to the clean area.

11. Reference: **SECTION D.7522 – ABATEMENT OF BALLASTS AND LIGHT TUBES, PCB CONTAINING BALLAST AND MERCURY CONTAINING FLOURESCENT TUBES**, Part 1.6 – DRESS AND EQUIPMENT, Paragraph C, Page D-61

Delete the paragraph.

~~C. Disposable protective clothing shall be disposed as waste every time the wearer exists from the space to a clean area.~~

And replace with the following:

C. Disposable protective clothing shall be disposed as waste every time the wearer **exits** from the space to a clean area.

12. Reference **SECTION E – PLANS & DETAILS**, page E-1

Insert the attached pages.

13. Reference: **SECTION F – INSPECTION REPORT**, page 3 of report.

Remove page 3. And replace with the attached.

If you have any questions regarding this addendum, please contact Allan A. Panganiban, Senior Civil Engineer at (707) 648-4686.

Sincerely,



FOR JILL A. MERCURIO
Assistant Public Works Director/ City Engineer

AAP/aap

Attachments

Acknowledgment of Receipt

Bidder's Signature

Date

THIS ADDENDUM NO. 2 MUST BE SIGNED AND ATTACHED TO THE BID DOCUMENTS

cc: PW Chron. file