

UNIVERSITY OF CALIFORNIA, SANTA BARBARA

BERKELEY • DAVIS • IRVINE • LOS ANGELES • MERCED • RIVERSIDE • SAN DIEGO • SAN FRANCISCO



SANTA BARBARA • SANTA CRUZ

OFFICE OF DESIGN & CONSTRUCTION SERVICES and PHYSICAL FACILITIES

CONTRACTING SERVICES
Building 439
Santa Barbara, California 93106-1030
Telephone (805) 893-3356
Fax (805) 893-8592

SENT VIA: FAX ON THIS DATE
 HAND DELIVERY ON THIS DATE
 FEDERAL EXPRESS ON THIS DATE
 UNITED PARCEL SERVICE ON THIS DATE

HOLDERS OF PLANS AND SPECIFICATIONS:

ESSB Communications Inside Wiring, Bldgs 275, 276, &
277
Project No. FM090203S/981240
Addendum No. One

December 4, 2008

Enclosed is **ADDENDUM NO. One** to the Construction Documents on the above-captioned project.

Bid date is Thursday, December 18, 2008 at 2:30PM to be held at:

CONTRACTING SERVICES
Facilities Management, Bldg. 439,
Door #E, Reception Counter
University of California, Santa Barbara
Santa Barbara, CA 93106-1030.

Late arrivals shall be disqualified. Please allow time for unforeseen traffic delays, securing a parking permit and potential parking problems.

Anna Galanis
Director, Contracting Services

ADDENDUM NUMBER ONE

to the

Construction Documents

December 4, 2008

GENERAL

The following changes, additions or deletions shall be made to the following document(s) as Indicated; all other conditions shall remain the same.

I. CERTIFICATION PAGE

Item No.

1. **Replace** Certification in it's entirety with attached "Revised Certification, Revised per Addendum One".

II ADVERTISEMENT

Item No.

1. **Replace** Advertisement for Bids in it's entirety with attached "Advertisement for Bids, *** Modified per Addendum Number 1***, Revised per Addendum One".

III SUPPLEMENTARY INSTRUCTIONS TO BIDDERS

Item No.

1. **Replace** Supplementary Instructions to Bidders in it's entirety with attached "Revised Supplementary Instructions to Bidders, Revised per Addendum One".

IV BID FORM

Item No.

1. **Replace** Bid Form in it's entirety with attached "Revised Bid Form, Revised per Addendum One". Any bids not submitted on the "Revised Bid Form, Revised per Addendum One", will be rejected.

V SUPPLEMENTARY CONDITIONS

Item No.

1. **Replace** Supplementary Conditions in it's entirety with attached "Revised Supplementary Conditions, Revised per Addendum One".

VI SPECIFICATIONS

Item No.

1. Table of Contents **Replace** Table of Contents in it's entirety with attached "Revised Table of Contests, Revised per Addendum One".

Item No.

2. Section 01012, Information & Procedures Instructions (RFI); **Replace** in it's entirety with attached "Revised Section 01012, Information & Procedures Instructions (RFI), Revised per Addendum One".

Item No.

3. Section 01310, Contract Schedules **Replace** in it's entirety with attached "Revised Section 01310, Contract Schedules, Revised per Addendum One".

Item No.

4. Section 01565, Hazardous Material Procedures; **Replace** in it's entirety with attached "Revised Section 01565, Hazardous Material Procedures, Revised per Addendum One".

END OF ADDENDUM NO. ONE

REVISED CERTIFICATION
Revised per Addendum One

NAME OF PROJECT: ESSB Communications Inside Wiring, Bldgs 275, 276, & 277

BIDDING DOCUMENTS PREPARED BY:

UCSB Communication Services
Public Safety Bldg. 574
Santa Barbara, CA 93106-1020
805/893-4030
805/893-7373

ADVERTISEMENT FOR BIDS

MODIFIED PER ADDENDUM NUMBER 1

Subject to conditions prescribed by the University of California, Santa Barbara, sealed bids for a Lump Sum Contract are invited for the following Work:

Project Name: ESSB Communications Inside Wiring, Bldgs 275, 276 & 277

University Project No. FM090203S/981240

Facilities Management Building 439
University of California, Santa Barbara
Santa Barbara, California 93106

DESCRIPTION OF WORK:

Provide, install, test and document all internal communications cabling for the Educations and Social Sciences Building project. Work includes build-out of 18 communications main and subterminals, placement of four (4) riser cable systems, and placement of approximately 1,550 workstation wiring packages using Category 5e cabling, multi-mode fiber, .500P3 coax and fiber innerduct.

Estimated Construction Cost: \$525,000.00

Bidding Documents will be available to Bidders on Wednesday, December 3, 2008 at 1:30 PM, and will be issued at:

Tri-Co Blue Print & Supply
513 Laguna Street
Santa Barbara, California 93101
Ph: (805) 966-1701 Fax: (805) 966-9484

FAX your request for Contract Documents to Stephanie at Tri-Co (805) 966-9484. Prospective bidders will receive 1 set at no charge. Additional sets will require a non-refundable fee of the actual cost of reproduction per set of Bidding Documents. Arrangements for payment and receipt of all sets should be made directly to Tri-Co.

NOTE: It is the sole responsibility of prime contractors to register with Tri-Co Blue Print & Supply or Contracting Services at Facilities Management, University of California, Santa Barbara to acknowledge receipt of the Bidding Documents for the Project.

A **mandatory** Pre-Bid Conference and **mandatory** Pre-Bid Job Walk will be conducted on Thursday, December 11, 2008 beginning promptly at 1:30 PM. (There is no grace period.) Participants shall meet at

Facilities Management, Building 594 – Learning Center
University of California, Santa Barbara
Santa Barbara, California

Only bidders who participate in both the Conference and the Job Walk in their entirety, will be allowed to bid on the Project as prime contractors.

Please note: Bidders are advised that there may be traffic congestion and parking may be difficult. Bidders should allow ample time to drive to the above location in heavy traffic, find a parking space, walk to the building, and arrive in the designated Meeting Room prior to the required time. Any prospective Bidder arriving after the above designated starting time shall be disqualified from submitting a bid for this project.

For further information, contact University's Representative Karl Burrelsman at 805/893-7986.

Bid Deadline: Sealed bids must be received on or before 2:30 P.M. on Thursday, December 18, 2008.

Sealed Bids will be received only at: Contracting Services
Facilities Management, Building #439
Door #E, Reception Counter
University of California, Santa Barbara
Santa Barbara, California 93106-1030

Bid Security in the amount of 10% of the Lump Sum Base Bid shall accompany each Bid. The Surety issuing the Bid Bond shall be, on the Bid Deadline, an admitted surety insurer (as defined in California Code of Civil Procedure Section 995.120).

The successful Bidder and its Subcontractors will be required to follow the nondiscrimination requirements set forth in the Bidding Documents and to pay prevailing wage rates at the location of the Work. A copy of the general prevailing per diem wage rates will be on file at University's principal Facilities office and will be made available to any interested party upon request. For this project, the University has initiated and shall enforce a labor compliance program ("LCP") in conformance with Labor Code sections 1771.5(b) and 1771.7. A pre-construction conference will be held with the successful Bidder and its Subcontractors to discuss federal and state labor law requirements to this project.

The successful Bidder will be required to have the following California current and active contractor's license at the time of submission of the Bid:

Low Voltage Systems
License

C-7
License Code

OR

Electrical Contractor
License

C-10
License Code

THE REGENTS OF THE UNIVERSITY OF CALIFORNIA

12/3/2008
12/10/2008 – Addendum Ad

Please visit our website at <http://facilities.ucsb.edu>

REVISED SUPPLEMENTARY INSTRUCTIONS TO BIDDERS

1. Contract Time: Ninety (90) calendar days.
2. Requests for clarification or interpretation of the Bidding Documents shall be addressed only to:

Karl Burrelsman
Facilities Management, Bldg 479
University of California, Santa Barbara
Santa Barbara, CA 93106-1030
Ph: 805/893-7986 Fax: 805/893-2848

3. The Pre-Bid Conference will be conducted on Thursday, December 11, 2008 starting at 1:30 PM, at:

Facilities Management
Facilities Management Learning Center, Building 594
University of California, Santa Barbara
Santa Barbara, California 93106-1030

Attendance at the Pre-Bid Conference is mandatory.

Please note that any prospective Bidder arriving after the above-designated starting time shall be disqualified from submitting a bid for this project.

4. Bids will be received on or before the Bid Deadline: 2:30 P.M., Thursday, December 18, 2008, and only at:

Contracting Services
Facilities Management, Building 439
Door E, Reception Counter
University of California, Santa Barbara
Santa Barbara, California 93106-1030

5. Bids will be opened at:

Facilities Management
Building 439
University of California, Santa Barbara
Santa Barbara, California 93106-1030

6. Contractor will be assessed as liquidated damages the sum of Two hundred Dollars (200.00) for each day the Work remains incomplete beyond the expiration of the Contract Time.

After Substantial Completion, the rate for liquidated damages shall be reduced to the sum of Fifty dollars (\$50) per day.

See Article 5 of the Agreement for detailed requirements.

7. INSTRUCTIONS TO BIDDERS (ARTICLE 3 - "BIDDING DOCUMENTS"):

Amend paragraph 3.4.1 to read as follows:

"Each Bidder shall list in the Bid Form all first-tier Subcontractors that will perform work, labor or render such services as defined in Article 9 of the Bid Form. The Bid Form contains spaces for the following information when listing Subcontractors: (1) portion of the Work; (2) name of Subcontractor; (3) city of Subcontractor's business location; and (4) License No. of Subcontractor. Failure to list, on the Bid Form, any one of the first three (3) items set forth above will result in the University treating the Bid as if no Subcontractor was listed for the Work Activity and Bidder will thereby represent to University that Bidder agrees that it is fully qualified to perform that portion of the Work and shall perform that Work."

8. NOT USED

9. INSTRUCTIONS TO BIDDERS (ARTICLE 6- "CONSIDERATION OF BIDS"):

A. Amend paragraph 6.3.5 to read as follows:

".1 **Two** originals of the Agreement signed by Bidder."

".2 **Two** originals of the Payment Bond."

".3 **Two** originals of the Performance Bond."

B. Amend paragraph 6.3.7 to read as follows:

" 6.3.7 If Bidder submits two originals of the signed Agreement and all other items required to be submitted to University within 10 days after receipt of notice of selection as the apparent lowest responsible Bidder, and if all such items comply with the requirements of the Bidding Documents and are acceptable to University, University will award the Contract to Bidder by signing the Agreement and returning a signed copy of the Agreement to Bidder."

10. PARKING OF CONTRACTOR'S AND EMPLOYEE'S VEHICLES:

The applicable parking fees shall be paid by the Contractor for each space. Parking permits shall be obtained from the Parking Services Office. The Contractor shall fence or barricade assigned areas to designate the area to be used for construction personnel parking (where/if applicable). The Contractor may park material delivery vehicles at or near the buildings as required to handle removed or new materials. Vehicles shall not be parked where they will block or interfere with normal pedestrian or vehicular traffic. Parking fees are subject to change.

Personal vehicles of Contractor's employees shall not be parked in established parking lots or space without payment of established parking fees. Vehicles without proper parking passes or Contractor's temporary passes will be issued tickets by University parking service. Park in assigned areas only.

REVISED BID FORM

FOR: ESSB Communications Inside Wiring, Bldgs 275, 276, & 277

UNIVERSITY OF CALIFORNIA
SANTA BARBARA
SANTA BARBARA, CALIFORNIA

BID TO:

Facilities Management, Building 439
Door E, Reception Counter
University of California, Santa Barbara
Santa Barbara, CA 93106
(805)893-3298

BID FROM:

(Name of Bidder)

(Address)

(City) (State) (Zip)

(Telephone Number)

(Fax Number)

(Email Address)

DATE BID SUBMITTED

(Date)

Note: All portions of this Bid Form must be completed and the Bid Form must be signed before the Bid is submitted. Failure to do so may result in the BID being rejected as non-responsive.

1.0 BIDDER'S REPRESENTATIONS

Bidder, represents that a) Bidder and all Subcontractors, regardless of tier, has the appropriate current and active Contractor's licenses required by the State of California and the Bidding Documents; b) it has carefully read and examined the Bidding Documents for the proposed Work on this Project; c) it has examined the site of the proposed Work and all Information Available to Bidders; d) it has become familiar with all the conditions related to the proposed Work, including the availability of labor, materials, and equipment. Bidder hereby offers to furnish all labor, materials, equipment, tools, transportation, and services necessary to complete the proposed Work on this Project in accordance with the Contract Documents for the sums quoted. Bidder further agrees that it will not withdraw its Bid within 60 days after the Bid Deadline, and that, if it is selected as the apparent lowest responsive and responsible Bidder, that it will, within 10 days after receipt of notice of selection, sign and deliver to University the Agreement in triplicate and furnish to University all items required by the Bidding Documents. If awarded the Contract, Bidder agrees to complete the proposed Work within Ninety (90) calendar days after the date of commencement specified in the Notice to Proceed.

2.0 ADDENDA

Bidder acknowledges that it is Bidder's responsibility to ascertain whether any Addenda have been issued and if so, to obtain copies of such Addenda from University's facility at the appropriate address stated on Page 1 of this Bid Form. Bidder therefore agrees to be bound by all Addenda that has been issued for this Bid.

3.0 NOT USED**4.0 LUMP SUM BASE BID**

\$, , .

5.0 SELECTION OF APPARENT LOW BIDDER

Refer to the Instructions to Bidders for selection of apparent low bidder.

6.0 UNIT PRICES NOT USED

7.0 DAILY RATE OF COMPENSATION FOR COMPENSABLE DELAYS (Used As Basis

For Award)

Bidder shall determine and provide below the daily rate of compensation for any Compensable Delay caused by University at any time during the performance of the Work:

DAILY RATE: \$

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 x 20
(Amount in Figures) (Multiplier)

University will perform the extension of the daily rate times the multiplier.

The daily rate shown above will be the total amount of Contractor entitlement for each day of Compensable Delay caused by University at any time during the performance of the Work and shall constitute payment in full for all delay costs, direct or indirect (including, without limitation, compensation for all extended home office overhead and extended general conditions), of the Contractor and all subcontractors, suppliers, persons, and entities under or claiming through Contractor on the Project. The number of days of Compensable Delay shown as a "multiplier" above is not intended as an estimate of the number of days of Compensable Delay anticipated by the University. The University will pay the daily rate of compensation only for the actual number of days of Compensable Delay, as defined in the General Conditions; the actual number of days of Compensable Delay may be greater or lesser than the "multiplier" shown above.

8.0 ALTERNATES NOT USED

10.0 NOT USED

11.0 BIDDER INFORMATION

TYPE OF ORGANIZATION:

(Corporation, Partnership, Individual, Joint Venture, etc.)

IF A CORPORATION, THE CORPORATION IS ORGANIZED UNDER THE LAWS OF THE STATE OF _____

NAME OF PRESIDENT OF THE CORPORATION:

(Insert Name)

NAME OF SECRETARY OF THE CORPORATION:

(Insert Name)

IF A PARTNERSHIP, NAMES OF ALL GENERAL PARTNERS:

(Insert Names)

CALIFORNIA CONTRACTORS LICENSE(S):

(Classification)

(License Number)

(Expiration Date)

(For Joint Venture, list Joint Venture's license and licenses for all Joint Venture partners.)

EMPLOYER IDENTIFICATION NUMBER (EIN):

12.0 REQUIRED COMPLETED ATTACHMENTS

The following documents are submitted with and made a condition of this Bid:

1. Bid Security in the form of _____
(Bid Bond or Certified Check)

13.0 DECLARATION

I, _____, hereby declare that I am
(Printed Name)

the _____ of _____
(Title) (Name of Bidder)

submitting this Bid Form; that I am duly authorized to execute this Bid Form on behalf of Bidder;
and that all information set forth in this Bid Form and all attachments hereto are, to the best of my
knowledge, true, accurate, and complete as of its submission date.

I declare, under penalty of perjury, that the foregoing is true and correct and that this declaration
was

executed at: _____
(Name of City if within a City, otherwise Name of County)

in the State of _____,

on _____
(Date)

(Signature)

REVISED SUPPLEMENTARY CONDITIONS

1. 2.1 "INFORMATION AND SERVICES PROVIDED BY UNIVERSITY," revise paragraph 2.1.3 to read as follows:

"Contractor will be furnished, free of charge, 3 copies of the Contract Documents for execution of the Work."
2. 3.8 "SUPERINTENDENT," revise paragraph 3.8.4 to read as follows:

The Superintendent may perform the Work of any trade, pick-up materials, or perform any Work not directly related to the supervision and coordination of the Work at the Project site when Work is in progress.
3. 7.3 "CHANGE ORDER PROCEDURES" revise 2nd sentence of paragraph 7.3.2.7 to read as follows:

"Such rental charges shall be at rates, as approved by University Representative, not exceeding competitive rates obtainable from unrelated third parties in the area in which the Work is performed."
4. 7.3 "CHANGE ORDER PROCEDURES" revise paragraph 7.3.9.2.1 to read as follows:

"1 An error or omission in the Contract Documents which does not result in any Extra Work for which Contractor is compensated pursuant to Subparagraph 7.3.5; or . . ."
5. 7.3 "CHANGE ORDER PROCEDURES" revise paragraph 7.3.9.2.2 to read as follows:

"2 University's decision to change the scope of the Work, where such decision is not the result of any default or misconduct of Contractor, and where the change in the scope of the Work does not result in any Extra Work for which Contractor is compensated pursuant to Subparagraph 7.3.5; or . . ."
6. 8.3 "DELAY" add paragraph 8.3.2 to read as follows:

"8.3.2 Unscheduled Power Outages:

 - a. The University may be subject to power outages during the performance of the contract. The Contractor should plan its schedule accordingly and take such other steps as it deems necessary to provide temporary power should outages occur. Any plan to provide temporary power shall be coordinated with and approved, in advance, by the University's Representative.
 - b. The Contractor agrees to bear the risk of any delays to the completion of the Work, or increase costs, attributable to such power outages."

7. NOT USED

8. NOT USED

9. 8.5 "COMPENSATION FOR DELAY" add paragraph 8.5.3 to read as follows:

"8.5.3 Contractor shall not be entitled to receive any compensation for delay for Contract Time extensions resulting from Extra Work. Where Contract Time extensions result from or are granted in change orders which authorize Extra Work, payment by University to Contractor in consideration of any such Extra Work, payment by University to Contractor in consideration of any such Extra Work, pursuant to Subparagraph 7.3.5, shall constitute compensation in full for delay, interruption or disruption resulting from or arising out of any such Extra Work."

10. 8.5 "COMPENSATION FOR DELAY" add paragraph 8.5.4 to read as follows:

"8.5.4 Compensation Delay damages, if any, will be paid to Contractor by University as part of the final payment."

11. MODIFICATION OF GENERAL CONDITIONS, ARTICLE 11 – INSURANCE AND BONDS

Contractor shall furnish and maintain insurance in the amounts below.

The insurance required by 11.1.2.1 and 11.1.2.2 shall be (i) issued by companies with a Best rating of A- or better, and a financial classification of VIII or better (or an equivalent rating by Standard & Poor or Moody's) or (ii) guaranteed, under terms consented to by the University (such consent to not be unreasonably withheld), by companies with a Best rating of A- or better, and a financial classification of VIII or better (or an equivalent rating by Standard & Poor or Moody's). Such insurance shall be written for not less than the following:

Minimum Requirement

| | | |
|----------|---|-----------------------|
| 11.1.2.1 | Commercial Form General Liability Insurance-Limits of Liability | |
| | Each Occurrence-Combined Single Limit for Bodily Injury and Property | <u>\$1,000,000.00</u> |
| | Products-Completed Operations Aggregate | <u>\$1,000,000.00</u> |
| | Personal and Advertising Injury | <u>\$1,000,000.00</u> |
| | General Aggregate | <u>\$2,000,000.00</u> |
| 11.1.2.2 | Business Automobile Liability Insurance-Limits of Liability | |
| | Each Accident-Combined Single Limit for Bodily Injury and Property Damage | <u>\$1,000,000.00</u> |

Insurance required by Paragraph 11.1.2.3 shall be issued by companies (i) that have a Best rating of B+ or better, and a financial classification of VIII or better (or an equivalent rating by Standard & Poor or Moody's); or (ii) that are acceptable to the University. Such insurance shall be written for not less than the following:

11.1.2.3 WORKER'S COMPENSATION AND EMPLOYER'S LIABILITY –
(as required by Federal and State of California law).

12. MODIFICATIONS OF GENERAL CONDITIONS, ARTICLE 14 – STATUTORY REQUIREMENTS

14.3 "PREVAILING WAGE RATES." revise paragraph 14.3.2 to read as follows:

"14.3.2 Contractor shall comply and shall ensure that all subcontractors comply with Section 1770, and the applicable sections that follow, including Sections 1771 and 1775 of the State of California Labor Code. Additionally, Contractor shall comply and shall ensure that all Subcontractors comply with Labor Code Sections 1811 and 1815."

14.3 "PREVAILING WAGE RATES." add paragraph 14.3.4 to read as follows:

"14.3.4 In accordance with Labor Code Sections (1771.5(b) and 1771.7, the University has initiated and shall enforce a labor compliance program ("LCP") for this project as generally described in Labor Code Section 1771.5(b). Any questions regarding the payment of prevailing wages, or enforcement thereof, should be directed to the University Representative."

14.4 "PAYROLL RECORDS." revise paragraph 14.4.2 to read as follows:

"14.4.2 Contractor and all Subcontractors shall keep an accurate payroll record, showing the name, address, social security number, job classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyworker, apprentice, worker, or other employee employed in connection with the Work. All payroll records shall be verified as true and correct by Contractor or Subcontractors keeping such records by a written declaration that is made under penalty of perjury, stating (1) that the information contained in the certified payroll and (2) the employer has complied with the requirements of sections 1771, 1811, and 1815 for any work performed by his or her employees on the public works project. The payroll records shall be available for inspection at all reasonable hours at the principal office of Contractor on the following basis:

- .1 A certified copy of an employee's payroll record shall be made available for inspection or furnished to such employee or the employee's authorized representative on request.
- .2 A certified copy of all payroll records shall be made available for inspection upon request to University, the State of California Division of Labor Standards Enforcement, and the Division of Apprenticeship Standards of the State of California Division of Industrial Relations.
- .3 A certified copy of all payroll records shall be made available upon request by the public for inspection or copies thereof made; provided, however, that the request by the public shall be made to either University, the Division of Apprenticeship Standards, or the Division of Labor Standards Enforcement.

The public shall not be given access to such records at the principal offices of Contractor or Subcontractor. Any copy of the records made available for inspection as copies and furnished upon request to the public or any public agency by University shall be marked or obliterated in such a manner as to prevent disclosure of an individual's name, address, and social security number. The name and address of Contractor awarded the Contract or performing the Contract shall not be marked or obliterated."

14.4 "PAYROLL RECORDS," add paragraph 14.4.4 to read as follows:

"14.4.4 "In addition to the requirements of subparagraphs 14.4.2 and 14.4.3, Contractor shall, within 10 days following the end of the preceding month, furnish a certified copy of each weekly payroll for the preceding month for its workers and the workers of all subcontractors (Labor Code Section 1771.7(c)). Each certified copy shall contain a statement of compliance by Contractor or Subcontractors keeping such records signed under penalty of perjury stating (1) that the information contained in the certified payroll is true and correct and (2) the employer has complied with the requirements of sections 1771, 1811, and 1815 for any work performed by his or her employees on the public works project.

- .1 Contractor and every Subcontractor required to submit certified payrolls and labor compliance documentation shall use the FM International Labor Compliance Program software "LCPtracker™" provided by the University. The software is a web-based system, accessed by a web browser. Contractor and each Subcontractor will be provided a Log On identification and password to access the University's reporting system. Use of the system may entail additional data entry of weekly payroll information including, but not limited to: employee identification, labor classification, total hours worked and hours worked on this project, wage and benefit rates paid, etc. The required software shall be used regardless of the ability to interface with the contractor's or Subcontractor's payroll and accounting software or system. On-line training in the use of the system is available via the Internet. The University may elect to schedule training classes in the use of the LCPtracker™ and Contractor shall have all necessary personnel attend and shall require attendance by all Subcontractors."

14.4 "PAYROLL RECORDS," add paragraph 14.4.5 to read as follows:

"14.4.5 The University may withhold contract payments when payroll records are delinquent or inadequate."

14.4 "PAYROLL RECORDS," add paragraph 14.4.6 to read as follows:

"14.4.6 The University may withhold contract payments equal to the amount of underpayment and applicable penalties when, after investigation, it is established that underpayment has occurred."

14.5 "APPRENTICES," Page revise paragraph 14.5.4 to read as follows:

"14.5.4 When Contractor or Subcontractors employ workers in any apprenticeship craft or trade on the Work, Contractor or Subcontractor shall apply to the

joint apprenticeship committee, which administers the apprenticeship standards of the craft or trade in the area of the Project site, for a certificate approving Contractor or Subcontractors under the apprenticeship standards for the employment and training of apprentices in the area of the Project site. The committee will issue a certificate fixing the number of apprentices or the ratio of apprentices to journeyworkers who shall be employed in the craft or trade on the Work. The ratio may not exceed that stipulated in the apprenticeship standards under which the joint apprenticeship committee operates; but in no case shall the ratio be less than 1 hour of apprentice work for every 5 hours journeyman work, except as permitted by law. Subject to the foregoing, Contractor or Subcontractors shall, upon the issuance of the approval certificate in each such craft or trade, employ the number of apprentices or the ratio of apprentices to journeyworkers fixed in the certificate issued by the Division of Apprenticeship Standards.”

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REVISED SECTION 01012

INFORMATION & PROCEDURES INSTRUCTIONS (RFI)

PART 1. GENERAL

1.01 DESCRIPTION

- A. This SECTION contains the procedures to be followed by Contractor upon discovery of any apparent conflicts, omissions, or errors in the Contract Documents or upon having any question concerning interpretation.

1.02 PROCEDURES

A. Notification by Contractor:

1. Submit all requests for clarification or additional information in writing to University's Representative using the Request For Information (RFI) form provided by University's Representative or a similar form approved by University's Representative.
2. Number RFIs sequentially. Follow RFI number with sequential alphabetical suffix as necessary for each resubmission. For example, the first RFI would be "001". The second RFI would be "002". The first resubmittal of RFI "002" would be "002a".
3. Limit each RFI to one subject.
4. Submit a RFI if one of the following conditions occur:
 - a) Contractor discovers an unforeseen condition or circumstance that is not described in the Contract Documents.
 - b) Contractor discovers an apparent conflict or discrepancy between portions of the Contract Documents that appears to be inconsistent or is not reasonably inferred from the intent of the Contract Documents.
 - c) Contractor discovers what appears to be an omission from the Contract Documents that cannot be reasonably inferred from the intent of the Contract Documents.
5. Contractor shall not:
 - a) Submit an RFI as a request for substitution.
 - b) Submit an RFI as a submittal.
 - c) Submit an RFI under the pretense of Contract Documents discrepancy or omission without thorough review of the documents.

- d) Submit an RFI in a manner that suggests that specific portions of the Contract Documents are assumed to be excluded or by taking an isolated portion of the Contract Documents in part rather than whole.
 - e) Submit an RFI in an untimely manner without proper coordination and scheduling of Work of related trades
- 6. If Contractor submits an RFI contrary to the above, Contractor shall pay the cost of any review, which cost shall be deducted from the contract sum.
 - 7. Contractor shall submit request for information or clarification immediately upon discovery. Contractor shall submit RFIs within a time frame so as not to delay the Contract Schedule while allowing the full response time described below.

1.03 RESPONSE TIME

- A. University's Representative, whose decision will be final and conclusive, shall resolve such questions and issue instructions to Contractor within a reasonable time frame. In most cases, RFIs will receive a response within 6 working days. If in the opinion of University's Representative more than 6 working days is required to prepare a response to an RFI, Contractor will be notified in writing.
- B. Should Contractor proceed with the Work affected before receipt of a response from University's Representative, within the response time described above, any portion of the Work which is not done in accordance with University's Representative's interpretations, clarifications, instructions, or decisions is subject to removal or replacement and Contractor shall be responsible for all resultant losses.
- C. Failure to agree: In the event of failure to agree as to the scope of the contract requirements, Contractor shall follow procedures set forth in Article 4 of the General Conditions.

END OF SECTION

REVISED SECTION 01310

CONTRACT SCHEDULES.

PART 1. GENERAL

1.01 PRELIMINARY CONTRACT SCHEDULE

A. Submission

1. Within 10 days after receipt of Notice of Selection as Apparent Lowest Responsible Bidder or with the agreement.
2. Within 7 days after receipt of the preliminary Contract Schedule, University's Representative will notify Contractor of its acceptance of, or its review comments about the schedule so that appropriate adjustments may be made by Contractor in the development of the Contract Schedule.

B. Form

1. Prepare the preliminary contract schedule as a bar chart showing continuous flow left to right. Specific calendar dates shall be clearly and legibly shown for the start and finish of each Work activity.
2. Prepare the Preliminary Contract Schedule in sufficient detail to demonstrate preliminary planning for the Work and to represent a practical plan to complete the Work within the Contract Time.
3. Identify the following milestone events on the Preliminary Contract Schedule:
 - a) All holidays and non-Working days.
 - b) Submittals and identify "Means & Methods".
 - c) Mobilization.
 - d) Comm Rooms
 - e) Risers
 - f) Station Cabling
 - g) Testing
 - h) Punchlist.

C. Activities

1. Identify all Work activities which constitute the critical path.

1.02 CONTRACT SCHEDULE

A. Submission

1. Submit the Contract Schedule, in the form and having general content acceptable to University's Representative within 10 days following Notice To Proceed and prior to submitting the first Application For Payment.
2. University's Representative will determine acceptability of the Contract Schedule within 7 days after its receipt.
3. No Application For Payment will be processed nor shall any progress payment become due until the Contract Schedule is accepted by University's Representative.

B. Form

1. The Contract Schedule shall be a bar chart showing continuous flow from left to right. Specific calendar dates shall be clearly and legibly shown for the start and finish of each Work activity.
2. The Contract Schedule shall be suitable for monitoring progress of the Work, in sufficient detail to demonstrate adequate planning for the Work, and represent a practical plan to complete the Work within the contract time.

C. Activities

1. Identify all Work activities in correct sequence for the completion of the Work. Work activities shall include the following:
 - a) Major Contractor-furnished equipment, materials, and building elements, and scheduled activities requiring submittals or University's prior approval.
 - b) Show dates for the submission, review, and approval of each submittal. Dates shall be shown for the procurement, fabrication, delivery, and installation of major equipment, materials, and building elements, and for scheduled activities designated by University.
 - c) A minimum of 7 days shall be allotted for University's Representative to review each submittal.
 - d) Dates Contractor requests designated Working spaces, storage areas, access, and other facilities to be provided by University.
 - e) Scheduled inspections as required by codes, or as otherwise specified.
2. Identify all Work activities that constitute the critical path.
3. Critical Work activities are defined as Work activities which, if delayed or extended, will delay the scheduled completion of one or more the milestones specified in this SECTION or the scheduled completion of the Work, or both. All other Work activities are defined as non-critical Work activities and are considered to have float.

4. Float is defined as the time that a non-critical Work activity can be delayed or extended without delaying the scheduled completion of milestones specified in this SECTION or the scheduled completion of the Work, or both. Neither Contractor nor University shall have an exclusive right to the use of float. The party using float shall document the effect on the updated Contract Schedule.
5. Delays of any non-critical Work activity shall not be the basis for an extension of contract time until the delays consume the float associated with that non-critical Work activity and cause the Work activity to become critical.
6. The presentation of each Work activity on the Contract Schedule shall include a brief description of the Work activity, the duration of the Work activity in days, and a responsibility code identifying the organization or trades performing the Work activity.
7. Contractor shall furnish cost estimates for each Work activity which cumulatively equal the total contract cost. Mobilization costs may be shown separately; however, other costs, i.e., profit and bond shall be pro-rated throughout all activities.

1.03 UPDATING

- A. Review the Contract Schedule with University's Representative once each week to incorporate in the Contract Schedule all changes in the progress, sequences, and scope of Work activities.
- B. Prepare and submit to university's representative an updated contract schedule as mutually agreed.
 1. The updated Contract Schedule shall accurately represent the as-built condition of all completed and in-progress Work activities as of the date of the updated Contract Schedule.
 2. Contractor shall perform the Work in accordance with the updated Contract Schedule. Contractor may change the Contract Schedule to modify the order or method of accomplishing the Work only with prior agreement by University.
- C. Contractor shall submit the updated Contract Schedule, in the form acceptable to University's Representative, at least 7 days prior to submitting the Application For Payment.
 1. University's Representative will determine acceptability of the updated Contract Schedule within 7 days after its receipt.
 2. No Application For Payment will be processed nor shall any progress payments become due until updated Contract Schedules are accepted by University's Representative.
 3. The accepted, updated Contract Schedule shall be the Contract Schedule of record for the period it is current and shall be the basis for payment during that period.

END OF SECTION

REVISED SECTION 01565

HAZARDOUS MATERIAL PROCEDURES

PART 1. GENERAL

1.01 HAZARDOUS MATERIALS PROCEDURES

- A. Except as otherwise specified, in the event Contractor encounters on the project site material reasonably believed to be asbestos, polychlorinated biphenyl (pcb), or other hazardous materials which have not been rendered harmless, Contractor shall immediately stop Work in the area affected and report the condition to University and University's' Representative in writing. The Work in the affected area shall not thereafter be resumed except by written agreement of University and Contractor if in fact the material is asbestos, pcb, or other hazardous materials and has not been rendered harmless. The Work in the affected area shall be resumed in the absence of asbestos, pcb, or other hazardous materials, or when such materials have been rendered harmless.

END OF SECTION