

**City of Carmel-by-the-Sea  
Police Department  
Junipero Street between 4<sup>th</sup> and 5<sup>th</sup> Avenues  
Carmel-by-the-Sea, CA  
City Project No. 20-20-007**

**Addendum No. 02, dated March 10, 2020**

The following changes and/or modifications are hereby incorporated into the Drawings and Project Manual for the project listed above, prepared by Kasavan Architects.

**GENERAL INFORMATION**

**ADD 2:01 PERMIT FEES**

- A. **CLARIFICATION:** The Contractor is required to pull the building permit. The City will not charge the contractor for the permit.

**ADD 2:02 EMPLOYEE BACKGROUND CHECKS**

- A. **CLARIFICATION:** Employee background checks shall be required.

**PROJECT MANUAL**

**ADD 2:03 PART II: BID PROPOSAL**

- A. Page 5, Section "Bid Clarification", **CLARIFICATION:** The term "quantities" refers to unit costs and does not apply to Lump Sums. The reference to 25% pertains to unit prices and is not an owner contingency.

**ADD 2:04 PART IV: SPECIAL PROVISIONS**

- A. Page 7, Section "Minimum Scope and Limits of Insurance", **CHANGE** item 2. Automobile Liability from "no less than \$2,000,000 per accident" to "no less than \$1,000,000 per accident."
- B. **CLARIFICATION** Builders Risk Insurance is at the option of the Contractor.

**ADD 2:05 APPENDIX B: SAMPLE CONTRACT**

- A. Page 6, Section 12. "Insurance", **CHANGE** General Liability limits as follows:

General Liability:

a. General Aggregate	\$4,000,000
b. Products Comp/Op Aggregate	\$4,000,000
c. Personal & Advertising Injury	\$2,000,000
d. Each Occurrence	\$1,000,000
e. Fire Damage (any one fire)	\$ 50,000
f. Medical Expense (any one person)	\$ 5,000

**ADD 2:06 SECTION C – SPECIAL CONDITIONS**

- A. **DELETE** Section C “Special Conditions” and replace with the attached specification Section C “Special Conditions” included in this addendum and marked Addendum #2.

**ADD 2:07 SECTION 013200 – CONSTRUCTION PROGRESS DOCUMENTATION**

- A. Paragraph 1.5.A.a **CLARIFICATION**, documentation shall include a list of public projects of a similar size, or greater, for which the individual provided the schedule consulting that have been completed within the last three (3) years. Include the project name, project construction cost, contractual construction completion time, actual construction completion time and reference name and contact information for the project’s Owner.

**ADD 2:08 SECTION 013233 – PHOTOGRAPHIC DOCUMENTATION**

- A. **DELETE** specification section 013233 “Photographic Documentation” in its entirety.

**ADD 2:09 SECTION 014000 – QUALITY REQUIREMENTS**

- A. Paragraph 1.11.K.8 **CHANGE** to read:
- a. Guardrail. (ref. A8.2) Two typical support rails *including horizontal rails, end return condition and associated hardware*. Minimum 4 ft on center X specified height.
- B. **ADD** Paragraph 1.11.K.8.b as follows:
- b. Paint. See Paragraph 1.6, section 099113 Exterior Painting and Paragraph 1.7, section 099123 Interior Painting.
- C. **ADD** Article 1.11.K.8.c as follows:
- c. High Performance Coatings. See Paragraph 1.7, section 099600 High Performance Coatings.

**ADD 2:10 SECTION 073129 – WOOD SHINGLES AND SHAKES**

- A. **DELETE** Paragraph 1.9.C “Mockups.”

**ADD 2:11 SECTION 084113 – ALUMINUM-FRAMED ENTRANCES AND STOREFRONTS**

- A. Paragraph 1.7.E, **CHANGE** to read “Accessible Entrances: Comply with the applicable provisions in the 2016 California Building Code.”
- B. **DELETE** Paragraph 1.7.F “Deferred Approval.”

**ADD 2:12 SECTION 092900 – GYPSUM BOARD**

- A. **DELETE** Paragraph 1.4 “Quality Assurance.”

**ADD 2:13 SECTION 093013 – CERAMIC TILING**

- A. **DELETE** Paragraph 1.8.B “Mockups.”

**ADD 2:14 SECTION 095113 – ACOUSTICAL PANEL CEILINGS**

- A. **DELETE** Paragraph 1.8.B “Mockups.”

**ADD 2:15 SECTION 095123 – ACOUSTICAL TILE CEILINGS**

- A. **DELETE** Paragraph 1.8.B “Mockups.”

**ADD 2:16 SECTION 096813 – TILE CARPETING**

- A. Paragraph 2.1.B **CHANGE** to read:

- B. Product (*Where Indicated*)

- 1. “TX: Style Collection”

- 2. Accepted Equal (*including substantial match to specified color and pattern*).

**ADD 2:17 SECTION 099600 – HIGH PERFORMANCE COATINGS**

- A. **CHANGE** Paragraph 1.7.A.1.a to read:

- “a. *Exterior Sheet Metal and Decorative Metal Railing: Provide 2 samples each of actual sections, 12” min. long.*”

- B. **DELETE** Paragraph 1.7.A.1.b and Article 1.7.A.1.c.

**ADD 2:18 SECTION 260500 – GENERAL ELECTRICAL REQUIREMENTS**

- A. **CLARIFICATION** Paragraph 3.2.D Structural Work

- a. Proposed locations for cuts, cores or bolt anchors are to be submitted for review and approval by Architect.

**DRAWINGS****ADD 2:19 SHEET A1.3 – TEMPORARY STAGING PLAN**

- A. **CHANGE** Key Note 6 to read, “TEMPORARY CLOSED RISER, WOOD STAIRS AND HANDRAILS. PROVIDE CONTRASTING NON-SLIP RISERS AND NOSING MARKINGS PER CBC 2016. MEET ALL EXIT LIVE LOAD REQUIREMENTS.”

**ADD 2:20 SHEET A2.10 – SCHEDULES**

- A. **CLARIFICATION** Rooms listed in Room Finish Schedule with values reading “(E)/K3” shall have all existing painted surfaces painted, as well as new surfaces.

- B. Question: Confirm painting scope at Lower Floor / Second Basement is limited to Room 302, PAINT ALL items per Spec 099123-4, 3.3., E. and 099123-6, 3.6, INTERIOR PAINT SCHEDULE (to include walls & ceiling).

**CLARIFICATION:** scope to include the items listed above and any touch up paint required as a result of the work.

- C. Question: Confirm painting scope at Intermediate Floor / First Basement to be paint at telephone board per Sheet Note 1/E4.1; and Rooms 210, 208 - PAINT ALL items per Spec 099123-4, 3.3., E. and 099123-6, 3.6, INTERIOR PAINT SCHEDULE (to include walls & ceiling).

**CLARIFICATION:** scope to include the items listed above and any touch up paint required as a result of the work.

**ADD 2:21 SHEETS A3.1 and A3.2 – EXTERIOR ELEVATION**

A. Question: Please confirm paint at building exterior and site walls of both the Police Department and Public Works and garage buildings only and does not include site components.

**CLARIFICATION:** Per General Notes, Paint all (E) painted exterior surfaces.

B. Question: Confirm Alternate #4 to include deduct for all painted surfaces referred to in Item 2:20 A, above, as well as all exterior items per spec section 099113, 3.3, E.

**CLARIFICATION:** Deduct Alternate #4 is only to include all painted surfaces referred to in Item 2:20 A, above. Spec section 099113, 3.3. E. shall apply to all new or patched exterior surfaces, as noted in Spec Section 012300, Paragraph 3.1.D.

**ADD 2:22 SHEET A7.2 – DOOR AND WINDOW DETAILS**

A. Detail 1.3, DELETE “& DTL. 4/A7.6” from note.

-----END OF ADDENDUM 02-----



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Peter Kasavan, FAIA - President

## SECTION C - SPECIAL CONDITIONS

### PART I - GENERAL

#### 1.1 STARTING AND COMPLETION DATES

- A. Start Date: Contractor shall commence the work on the date indicated in the Owner-Contractor Agreement.
- B. Completion Date: Contractor shall complete the work within the number of days listed in the Instruction to Bidders.

#### 1.2 DOCUMENT DISCREPANCIES - PRIORITIES

- A. In the event of conflicts or discrepancies among the Contract Documents, interpretations will be based on the following priorities.
  - 1. The Agreement.
  - 2. Addenda, with those of later date having precedence over those of earlier date.
  - 3. The Special Conditions.
  - 4. The Special Provisions.
  - 5. The General Provisions.
  - 6. Codes and Standards per section 1.10 below.
  - 7. Drawings and Specifications.
- B. In the case of an inconsistency between Drawings and Specifications or within either Document not clarified by addendum, the better quality or greater quantity of work shall be provided in accordance with the Architect's interpretation.

#### 1.3 NOT USED

#### 1.4 CONTRACTOR'S SUPERINTENDENT

- A. See Part III General Provisions, "REPRESENTATIVE." The Contractor shall employ a competent superintendent, experienced in similar type & scale projects and necessary assistants who shall be in attendance at the Project site during the progress of the work. The Superintendent shall be satisfactory to both the Architect and the Owner's Representative and shall not be changed except with the consent of the Architect and the Owner's Representative. The Superintendent shall represent the Contractor and all communications given by or to the Superintendent shall be binding as if given to the Contractor. Important communications will be confirmed in writing. For the purposes of this section the term Superintendent means the person at the site that is in charge of the construction project and who represents the contractor at project meetings.

For the Architect's consideration the Contractor's Superintendent candidate shall provide sufficient documentation within ten (10) calendar days after the date of the Notice of Award. This documentation shall provide data substantiating candidates qualifications and experience including a typical resume with job experience, education, certifications or other credentials and a list of similar projects listing employer, project names, dates and construction values on which the candidate has served as the prime Superintendent for the duration of those projects. For the Architect to accept the candidate this documentation shall clearly demonstrate the proposed Superintendent has the following experience and capabilities and will be able to fulfill these duties among the others normally required of a Construction Superintendent for the duration of the project.

1. Has experience as a Superintendent serving as the key professional responsible for overseeing the entire project on other jobs of comparable size and complexity for no less than ten (10) years.
2. Proactively manages, coordinates, prioritizes, oversees and takes responsibility for all activities, trades and personnel working for the contractor and keeps track of everything that goes on in the construction site.
3. Proactively maintains the time schedule and responsible to effectively stay on the project schedule while monitoring the critical path of the schedule and maintaining bar-chart, look-ahead and other scheduling tools.
4. Communicates and forwards directives provided by the Architect to construction personnel and subcontractors
5. Understands and implements the Quality Requirements including assuring standards and protocols included in the Quality Control Plan are met and exercised
6. Determines what constitutes a justifiable RFI and has ability to provide the specified due diligence before submitting any RFI including presenting complete documentation, references and preparation of contractor's recommended solutions and shall reject non-justifiable or frivolous RFIs
7. Proactively anticipates and avoid problems and for problems that do arise is able to effectively participate in identifying and developing solutions.
8. Determines what constitutes a Contract Modification and Change in the Work including Contractor-Initiated Proposals and can initiate such proposals in conformance with the Contract Documents.
9. Organize and manage the construction site office keeping orderly readily accessible hard file copies of all project documentation including emails, correspondence, submittals, RFIs, Pre--Installation Conference minutes, Project Progress minutes
10. Organize as-built information and assure Record Drawings for all disciplines are complete, accurate, graphically compliant and fully up to date on a monthly basis
11. Understanding that the Contract Documents are fully inclusive of the scope of work and the contractor, through the Superintendent is responsible for coordinating and conducting all the work, wherever indicated in the Contract Documents
12. Determine critical product lead times and tracks schedule to assure timely submittals, ordering and delivery of all products, services and systems
13. Fully understands and conforms with all specification Division 1 requirements and assure subcontractors also understand and conform to same
14. Understands roles and duties of the Owner, Architect, Architect's consultants, Inspector of Record (IOR), California Division of the State Architect (DSA) field engineer.
15. Serves as primary point of contact for the Inspector of Record and understands and takes responsibility to coordinate and scheduled timely inspections, mockups, field certifications, pre-installation conferences, pre-installation inspections by Manufacturer's Technical Representative.
16. Monitors and tracks the delivery of all materials to the site by suppliers, subcontractors or others and assures such materials are alignment with Contract Documents and approved submittals before allowing their use and/or storage on site.
17. Assures all materials are stored properly and in alignment with the Moisture Protection Plan and installations occur within specified environmental conditions
18. Maintains control of the work and takes primary responsibility for all contractor's jobsite duties under the Contract.

19. Able to fulfill these duties for the duration of the project up to and including Substantial Completion
20. Completion of interview with the Architect and the Owner's Representative.

If, in the Architect's opinion, the superintendent fails to provide the specified level of competency the Architect will inform the Contractor, in writing, that they must replace the superintendent. The Architect's decision in matters relating to this will be final if consistent with the intent of the Contract Documents

- B. The Contractor's superintendent is required to be on site anytime work occurs, whether it is by the Contractor's own forces or those of their sub-contractors.

## 1.5 COMMUNICATIONS

- A. Communications on the site:

1. Between the Contractor and the Owner: Shall be through the Architect.
2. Between Subcontractors and Suppliers and all other parties: Shall be through the General Contractor.
3. Between Consultants to the Architect and all other parties: Shall be through the Architect.
4. The Inspector of Record (IOR) may communicate directly with the Owner, Contractor and/or Architect. All written communications from the IOR will be sent to all parties.
5. The Testing Lab of Record may communicate directly with the Owner, Contractor, IOR and/or Architect. All written communications from the Testing Lab will be sent to all parties.

## 1.6 ARTISTIC EFFECT

- A. The Architect's decision in matters relating to artistic effect will be final if consistent with the intent of the Contract Documents.

## 1.7 TIME EXTENSIONS

- A. A request for a time extension will be considered only if it is occasioned by an event which can be measured and demonstrated by the Critical Path network to have caused a delay in job completion; and only then, in accordance with the provisions of Part IV Special Provisions. See Division 1 Section, Construction Progress Documentation, for additional information on the Critical Path of the project. Concurrent delays will not be allowed.
- B. Approved time extensions will include no associated costs unless the contractor is still mobilized and working on the site during the approved extension and after the original contract duration has expired.
- C. Weather: No extension of time will be allowed for delays caused by Contractor's failure or neglect to construct and maintain all weather approaches & access roads or to provide specified pumping and drainage. No extension of time will be allowed for "normal" monthly weather (Historic monthly average based on weather statistics nearest the job site, plus 10%) conditions for the particular month.

## 1.8 CHANGES IN WORK

- A. Reasonable Allowance for Overhead and Profit:

See Part III General Provisions. Overhead and Profit shall be computed as a percentage addition of the cost to the contractor doing the work of the Labor and Materials necessary to accomplish a change, exclusive of job overhead and profit.

1. For Work Done Directly by General Contractor: Shall be allowed 20% of the cost of the work, if the total is less than or equal to \$2,000.00 and 10% of the cost of the work if the total exceeds \$2,000.00.
  2. For Work Done Directly by Subcontractor or Sub-Subcontractor:
    - a. That Subcontractor shall be allowed 20% of the cost of the work, if the total is less than or equal to \$2,000.00 and 10% of the cost of the work if the total exceeds \$2,000.00.
    - b. In addition, the General Contractor shall be allowed 05% of the cost of work, as a handling charge, for work done directly by a Subcontractor or Sub-Subcontractor.
- B. Time limits for submission of changes:
1. For Work done on a "Time and Materials" basis: The Contractor shall submit all required documents for a specific change within ten (10) days of completing the work.
  2. Requests for Proposals, during the course of construction, shall be submitted within ten (10) days of the date requested or the need is discovered.
  2. Outstanding proposals at the end of the project: The Contractor shall submit all outstanding proposals, in the specified format, within ten (10) days of the date established as "Substantial Completion". The Owner and Architect reserve the right to not process any proposals received after that date unless specifically agreed in advance.

## 1.9 INSURANCE AND BONDS

- A. See Part IV Special Provisions and the Agreement.

## 1.10 CODES AND STANDARDS

- A. This project shall conform to applicable requirements prescribed by governmental bodies having jurisdiction and is to be in accordance with:
1. 2016 California Administrative Code (CAC), Part 1, Title 24, CCR.
  2. 2016 California Building Code (CBC), Volumes 1 & 2, Part 2, Title 24 CCR.
  3. 2016 California Electrical Code (CEC), Part 3, Title 24 CCR
  4. 2016 California Mechanical Code (CMC), Part 4, Title 24 CCR
  5. 2016 California Plumbing Code (CPC), Part 5, Title 24 CCR
  6. 2016 California Energy Code, Part 6, Title 24 CCR
  7. 2016 California Fire Code (CFC), Part 9, Title 24 CCR
  8. 2016 California Referenced Standards Code, Part 12, Title 24, CCR.
  9. 2016 California Green Building Standards Code
- B. Should any part of the design fail to comply with such requirements, the discrepancy shall be called to the attention of the Architect as quickly as possible.
- C. Should there be any direct conflict between the Drawings and/or Specifications and the codes and standards indicated herein or in force, the codes and standards shall take precedence. However, when the indicated materials, workmanship, arrangement or construction is of a superior quality or capacity to that required by the codes and standards, the Drawings and/or Specifications shall take precedence. Rulings and interpretations of enforcing agencies shall be considered as part of the regulations.
- E. Standards
1. Any material specified by reference to the number, symbol, or title of a specific standard such as a Commercial Standard, American National Standard, a Federal Specification, Industry or Government Code, a trade association code or standard, or other similar standard, shall comply with the requirements in the latest revisions thereof and any amendments or supplements thereto



in effect on the date of these Specifications, except as limited to type, class or grade, or modified in such reference.

The standard referred to, except as modified in the Specifications, shall have full force and effect as though printed in these Specifications. These standards are not furnished to Bidders since manufacturers and trades or manufacturers involved assumed to be familiar with their requirements. The Architect shall furnish, upon request, information as to how copies of the standards referred may be obtained.

PART II - PRODUCTS (NOT APPLICABLE)

PART III - EXECUTION (NOT APPLICABLE)

**END OF SECTION C**