



**Request for Bid
Manhole Adjustments – Group 3 Addendum # 2 to
RFB No. 193289.71.0400
August 31, 2016**



The following information encompasses Addendum # 2 for the above referenced RFB. Bidders shall fully consider and acknowledge this Addendum in the preparation and submittal of its formal Bid. Failure to do so may result in the rejection of the Bid.

Section 1 – Additional Questions

Section 2 – Updated Request For Bid

Section 3 – Updated Bid Form

All other conditions and requirements remain unchanged.

Section 1 - Additional Questions

Q1: What are the liquidated damages for the Contract?

SARP10: Liquidated Damages are addressed in section 00571.5 of the RFB.

Q2: What is the Contract Time for the contract?

SARP10: The Contract does not have a defined end date but the Subcontractor is required to meet Milestone Completion Dates with liquidated damages associated as defined in Section 00370.7 Schedule Compliance.

Section 2 -Updated Request For Bid

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00574 – Jobsite Operations Terms and Conditions

00574.1 Subcontractor Scope of Work

Except as expressly provided in this Subcontract, Subcontractor shall furnish all materials, tools, equipment, vehicles, supplies, services, labor and supervision required to perform the Work. Unless otherwise stated in this Subcontract, the Work includes unloading, off transport, hauling, receiving, storing, maintaining, protecting, erecting, installing, cleaning, adjusting, and all other work required to make the Work ready for use.

00574.2 Safety Requirements

00574.2.1 Subcontractor shall conduct all operations under this Subcontract in a manner that avoids the risk of bodily harm and damage to property. At a minimum, Subcontractor shall comply with the requirements of this Article 00574.2, Section 00575, the Loss Control Manual, and Owner's safety requirements. Subcontractor's failure to comply with the requirements of this Article 00574.2, Section 00575, the Loss Control Manual, or Owner's safety requirements constitutes a material breach of this Subcontract.

00574.2.2 When at the jobsite, Subcontractor shall continuously inspect all Work and conduct surveys of all Work areas to identify any unsafe condition and shall immediately take adequate precautions against any unsafe condition identified. Subcontractor is solely and exclusively responsible for the discovery and correction of such conditions. Subcontractor agrees that nothing contained in this Article 00574.2, Section 00575, the Loss Control Manual, or Owner's safety requirements shifts responsibility for bodily harm or damage to property sustained resulting from violation of those provisions from Subcontractor to Owner or Purchaser. Subcontractor remains solely and exclusively responsible for compliance with all safety requirements.

00574.2.3 Subcontractor shall immediately correct any unsafe condition identified by Purchaser. If, in Purchaser's sole discretion, Subcontractor has not taken sufficient precautions for the avoidance of bodily harm and damage to property, or in response to Purchaser's identification of an unsafe condition, Purchaser may stop the Work at Subcontractor's expense or implement suitable precautions at Subcontractor's expense, or both. Purchaser's right to stop the Work and to implement suitable precautions does not impose on Purchaser a duty to exercise those rights and does not relieve Subcontractor of responsibility for damage resulting from violation of this Article 00574.2, Section 00575, the Loss Control Manual, or Owner's safety requirements.

00574.2.4 Compliance with this Article 00574.2, Section 00575, the Loss Control Manual, and Owner's safety requirements is the minimum standard required of Subcontractor. Subcontractor is responsible for examining all Work-related requirements and determining whether additional or more stringent health and safety provisions are required or appropriate for the Work. Subcontractor shall notify Purchaser promptly in writing if a charge of noncompliance with this Article 00574.2, Section 00575, the Loss Control Manual or Owner's safety requirements has been filed against Subcontractor or a Sub-subcontractor in connection with the performance of the Work.

00574.3 Labor

Subcontractor shall designate a supervisor at the jobsite who has the authority to act on behalf of and to bind Subcontractor in all matters relating to or arising out of this Subcontract. The supervisor must be fluent in English. Subcontractor agrees to replace, at no cost to Purchaser, any Sub-subcontractor or any personnel of Subcontractor or Sub-subcontractor who Purchaser reasonably requests be replaced.

00574.4 Work Hours

Typical Work days consist of a Monday through Friday schedule with a 7am start at the earliest, and a 6pm finish at the latest. Saturday Work may be permitted as necessary. Sunday Work will not be permitted, unless deemed by the Program Manager to be of a critical or emergency nature. No Work is



permitted on Memorial Day, Independence Day, Labor Day, Thanksgiving Thursday and Friday, Christmas Eve, Christmas and New Year's Day, during the Subcontract duration.

For weekend operations, requests must be submitted in writing by Thursdays at NOON.

In cases where the Program Manager does not have the resources available to observe Saturday, Sunday, and/or night work, the request will be denied and no time extension or impact will be considered.

Night Work, when deemed necessary by the Program Manager; will be permitted as requested (48-hour advance notice required). Noise attenuated equipment for night work is required when working in residential neighborhoods.

00574.5 Protection and Restoration of Property

00574.5.1 Subcontractor shall, at its expense, protect the Work, the environment, and all other property from hazards arising out of or relating to the Work and from natural elements. Subcontractor shall, at its expense, promptly repair or remove and replace any damage or loss and, to the extent practicable, restore property affected by the Work to its original condition, as determined by Purchaser. Subcontractor is solely responsible for protection of the Work until Final Completion.

00574.5.2 At the completion of the Work, Subcontractor shall remove all Subcontractor-furnished items that are not intended to become a permanent part of the project from the jobsite and shall remove and deposit in Subcontractor-furnished waste facilities all scrap, trash, waste materials, and debris resulting from the Work. Subcontractor shall thoroughly remove all accumulations of dust, scraps, waste, oil, grease, weld spatter, insulation, paint, and other foreign substances resulting from performance of the Work and shall restore all surfaces affected by those substances.



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Section 3 - Updated Bid Form

00370.7 Schedule Compliance
State any exceptions in 00370.6.1.

00370.7.1 Construction Milestone Completion Dates and Applicable Liquidated Damages

Item	Milestone Description	Construction Milestone Completion Date	*LDs Apply?	Bidder Complies? (Yes/No)
1	Work will be released in groups of ten (10) manholes. The Subcontractor shall complete the Work within thirty (30) days once released by Purchaser.	30 days after receiving manholes from Purchaser.	Yes	
2	Once an adjustment is started, the Subcontractor shall complete the asphalt repair within ten (10) days of the start of the asphalt cutting.	10 days after start of asphalt cutting	Yes	

*LD indicates that completion of the Work after the "Construction Milestone Completion Date" is subject to liquidated damages per applicable Articles of Section 00571.

*Note Subcontractor performance will directly impact future procurements for the SARP10 Program, schedule is critical and must be maintained.