

**DOCUMENT 00900**

**Bid Package 6.60 - Landscaping – ADDENDUM NO. 2 (03/12/2010)**

**1. Summary**

A. This Addendum forms a part of the Subcontract Documents and modifies the original Bidding Documents as noted below. In the case of difference with previous addenda, this addendum takes precedence. It is the responsibility of the Subcontractor to notify all parties from whom he accepts proposal for all changes in the Contract Documents covering this project. All other conditions remain unchanged. Acknowledge receipt of this addendum in the space provided on the Bid Form. Failure to do so may subject the Bidder to disqualification.

B. Addendum Issued by:

**Jessica Vass**  
Bovis Lend Lease, Inc.  
71 Stevenson Street,  
San Francisco, CA 94105

Phone: (415) 693-9982

Fax (415) 693-9983

**2. REVISIONS TO THE BID DOCUMENTS:**

**NEW BID DATE: This bid package will be bidding on  
Tuesday, March 23, 2010 at 2:00pm.**

**A) Revised Specific Scope **B.1** in its entirety (10 pages, dated 03/12/2010, attached herein). Revisions made in **red bold** and ~~strikethrough~~-lettering.**

**End of Addendum # 2**

BID FORM – Package 6.60

**Landscaping and Irrigation**

FOR: **CHINATOWN/ NORTH BEACH CAMPUS, Main Building and Annex  
Building CCSF Project 107A**

DISTRICT:  
Facilities Planning and Construction  
CITY COLLEGE OF SAN FRANCISCO  
50 Phelan Ave., S-142 (BIDS TO BOVIS OFFICE)  
San Francisco, CA 94112

CONTRACTOR: Bovis Lend Lease, Inc.  
71 Stevenson, Street, Suite 800  
San Francisco, CA 94105

**BIDS DUE: Tuesday, March 23, 2010 at 2:00 PM at Bovis Lend Lease 71 Stevenson  
Street Office.**

BID FROM:

\_\_\_\_\_  
(Name of Bidder)

\_\_\_\_\_  
(Address)

\_\_\_\_\_, \_\_\_\_\_  
(City) (State) (Zip Code)

\_\_\_\_\_  
(Telephone Number) (Fax)

License Classification # C-27 (Note: License numbers indicated on the Invitation to Bid form represent a minimum requirement and are presented for information only. Bidders are instructed to inquire and comply with all State of California requirements. All bidders must be familiar with the current labor agreements which may or may not be included in Attachment A of the Project Labor Agreement.)

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 will result in the Bid being rejected as non-responsive.

**1.0 BIDDER'S REPRESENTATIONS**

Bidder, in executing this Bid Form, represents that a) it, and all Subcontractors, regardless of tier, have the appropriate current and active Contractor's license required by the State of California and the Bidding Documents; b) it has carefully read and examined the Bid 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; e) it agrees to comply with and fulfill all requirements of the Bid Documents including but not limited to those of the Project Labor Agreement, the Labor Compliance Program and the SBE program. 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 120 days after the Bid Deadline, and that, if it is selected as the apparent responsive and responsible low Bidder, that it will, within 10 days after receipt of notice of award, sign and deliver to CM/Contractor the Agreement in triplicate and furnish to District all items required by the Bidding Documents. If awarded the Contract, Bidder agrees to complete the proposed Work within the number of days identified in the District's Schedule 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 District's Facility at the appropriate address stated on Page 1 of this Bid Form. Bidder therefore agrees to be bound by all Addenda that have been issued for this Bid.

Bidder acknowledges receipt of the following addenda (list numbers and dates):

Addendum No. \_\_\_\_\_ Date \_\_\_\_\_  
Addendum No. \_\_\_\_\_ Date \_\_\_\_\_  
Addendum No. \_\_\_\_\_ Date \_\_\_\_\_  
Addendum No. \_\_\_\_\_ Date \_\_\_\_\_  
Addendum No. \_\_\_\_\_ Date \_\_\_\_\_  
Addendum No. \_\_\_\_\_ Date \_\_\_\_\_  
Addendum No. \_\_\_\_\_ Date \_\_\_\_\_  
Addendum No. \_\_\_\_\_ Date \_\_\_\_\_

**3.0 SUBCONTRACT SUM**

The sum of the Bid Items listed shall include all cost related to the scope of work identified in the Bid Documents for this Bid Package.

ITEM	BID ITEM DESCRIPTION	Amount in US dollars
A	All Landscape and Irrigation work as described in Exhibit B.1 and the Contract Documents. <u>This will be the basis of award if awarded.</u>	\$
B	Approximate total premium cost of Performance and Labor and Materials Payment Bonds for above work. A Change Order will be issued to reconcile this amount to the actual bond premiums paid based on actual premiums noted on the bonds (ref. Exhibit B.1)	\$

1.	Value of Lot 9/10 Main building (For accounting purpose only)	\$
2.	Value of Lot 5 Annex building (For accounting purpose only)	\$
3.	Total of 1 and 2 to match line A above	\$

Name of the Bonding Company is:

---

**3.1 ALTERNATES (from Contract Documents and Exhibit B.1)**

1.	<u>None currently in the bid</u>	\$
----	----------------------------------	----

**3.2 UNIT PRICES**

NO.	UNIT PRICE DESCRIPTION	UNIT	Amount in dollars
1.	<u>None currently in the bid</u>		\$

**4.0 BASIS FOR DETERMINATION OF APPARENT LOW BID**

The basis for determination of the apparent low bidder shall be the sum of all Bid Items, as adjusted by SBE Bid Discount if applicable. The District's policy is to give a Bid Discount to firms whose "Yes" answer to one of the following questions is determined to be valid:

For Bid Packages where a **"SBE participation goal" is stated:**

- a. For Bid Packages where a "SBE participation goal" is stated **(34% for this package)**, Bidder hereby attests that he meets the goal stated and is eligible for the Bid Discount.

Yes  No  Percent Achieved \_\_\_\_\_%

**OR**

- b. For Bid Packages where "SBE participation goal" reads **"No Goal"**, Bidder hereby attests that he is eligible for the Bid Discount because Bidder has achieved 10% participation.

Yes  No

**5.0 LIST OF SUBCONTRACTORS**

Whether or not Bidder will use Subcontractors for the work included in this Bid, Bidder is required to attach a completed List of Subcontractors Form 00435 listing subcontractors whose contract value exceeds 1/2 of 1% of Initial Contract Sum. If there will be no subcontracts, submit the form and state "NA" on the list.

**6.0 CONFIRMATION OF TERMS (please initial your understanding of each item)**

1. The Bidder is familiar with BLL's Safety Program, including, but not limited to, Falls Mandate, pre-task planning, drug testing, and site orientation, and hereby includes all labor, material, and equipment costs necessary to ensure participation and compliance with the Program. \_\_\_\_\_
2. The Bidder is familiar with all insurance and bonding requirements for this Project, including Bidder's carrier's rating requirements. \_\_\_\_\_
3. If successful, the Bidder agrees to execute Bovis' contract **WITHOUT EXCEPTION.** \_\_\_\_\_
4. The Bidder agrees to the terms of the Project Labor Agreement (PLA) and further agrees to execute the Letter of Assent in Section 01395. \_\_\_\_\_
5. The Bidder is familiar with the College's policy as outlined in PLA Article III to encourage the training and employment of apprentices who are, or have been students of City College and to hire construction workers from among the residents of San Francisco and to make a particular effort to employ workers living in the impacted Chinatown/North Beach neighborhood and the surrounding zip codes of 94102, 94104, 94108, 94109 and 94133. Additionally Bidder acknowledges that the San Francisco Community College District seeks to strengthen enforcement of local hiring provisions by \_\_\_\_\_

recognizing the 35% local hiring goal developed by the PLA Joint Administrative Committee. \_\_\_\_\_

6. The Bidder has included completed Pre-qualification forms and understands, at the discretion of City College of San Francisco and / or Bovis Lend Lease, Inc., that an inability to demonstrate financial stability, previous experience, or Safety performance may be cause for disqualification as non-responsive. As outlined in 7.0 below, the completed pre-qualification forms shall be submitted on bid day in a separate sealed envelope. \_\_\_\_\_

7. The Bidder is familiar with the College's "Small Local Business" and "Small Business" Enterprise programs and understands that failure to comply or offer a "good faith effort" may be cause for disqualification as non-responsive. \_\_\_\_\_

8. The Bidder has included all the allowances defined in Exhibit B.1 from the bid package in the Lump Sum Bid amount in section 3 above. \_\_\_\_\_

**7.0 BID ATTACHMENTS (please initial your transmittal of the following bid documents)**

**ENVELOPE # 01 (SEALED ENVELOPE)**

- 1. CCSF Prequalification Form – Ref. Section 00460 of the bid package. \_\_\_\_\_
- 2. Bovis Prequalification Form – Ref. Section 00465 of the bid package. \_\_\_\_\_

**ENVELOPE # 02 (SEPARATE SEALED ENVELOPE)**

- 1. Bid Form - 00415 \_\_\_\_\_
- 2. Bid Bond \_\_\_\_\_
- 3. List of Subcontractors - Ref. Section 00435 \_\_\_\_\_
- 4. Non-Collusion Affidavit - Ref. Section 00450 \_\_\_\_\_
- 5. SBE Rules, Regulations, and Forms – Ref. Section 01375; Form 1, 2, 3, 4, 5 \_\_\_\_\_

**8.0 BIDDER INFORMATION**

TYPE OF ORGANIZATION:

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

If a corporation, corporation is organized under the laws:

STATE OF \_\_\_\_\_  
(State)

NAME OF PRESIDENT OF THE CORPORATION:

\_\_\_\_\_  
(Insert Name)

NAME OF SECRETARY OF THE CORPORATION:

\_\_\_\_\_  
(Insert Name)

If A PARTNERSHIP, NAMES AND TITLES OF PERSONS SIGNING THE BID ON BEHALF OF BIDDER AND ALL GENERAL PARTNERS:

PERSONS SIGNING ON BEHALF OF BIDDER:

\_\_\_\_\_  
(Insert Names and Titles)

ALL GENERAL PARTNERS:

\_\_\_\_\_  
(Insert Names)

\_\_\_\_\_

CALIFORNIA CONTRACTORS LICENSE(S):

\_\_\_\_\_  
(Classification)

\_\_\_\_\_  
(License Number)

\_\_\_\_\_  
(Expiration Date)

**9.0 REQUIRED COMPLETED ATTACHMENTS**

**The documents listed as required as part of the Bid in Section 00210 Instructions to Bidders are submitted with and made a part of this Bid. To be considered responsive Contractor shall submit the required additional documents following receipt of Bids.**

**10.0 DECLARATION**

I, \_\_\_\_\_, hereby declare that I am the  
(Printed name)

\_\_\_\_\_ 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 City, otherwise Name of County),  
State of \_\_\_\_\_, on \_\_\_\_\_.  
(State) (Date)

\_\_\_\_\_  
(Signature)

**END OF SECTION**

## EXHIBIT B.1

### Bid Package 6.60 Landscaping and Irrigation

#### ADDENDUM #2

**This scope includes all drawings and specifications issued up to and including Bulletin #3 dated February 22, 2010 for both the Main (Lots 9 & 10) Building and the Annex (Lot 5) Building.**

### BID PACKAGE SUBCONTRACTOR'S SPECIFIC SCOPE OF WORK

#### **A) General Project Description:**

Lot 5, the Annex Building is a new construction 4 story building with a basement and 3 elevators located in Chinatown/North Beach between Kearny Street and Columbus Avenue off Washington Street. The Annex Building consists of an auditorium, laboratories, culinary laboratory and classrooms. The structure consists of a poured in place mat slab, elevated concrete slabs with concrete columns and shear walls. The exterior façade incorporates GFRC panels with a window wall system.

Lots 9 & 10, the Main Building is a new construction 14 story building with a basement with 6 elevators located in Chinatown/North Beach at the intersection of Kearny Street and Washington Street. The Main Building consists of administrative offices, library, lounge, classrooms, work stations, faculty offices, and laboratories. The structure consists of poured in place sub-grade footers and grade beams, slab on grade, elevated concrete slabs with concrete columns and shear walls, and a structural steel supported roof. The exterior façade incorporates GFRC panels with a window wall system with designated areas for customized frit glazing panels.

The construction area will typically be segregated from public areas and deliveries and access are to be as indicated on the project logistics plan. Further details of the existing site and project logistics are given in **Exhibit J.1 – Logistics Plan**

#### **1.1 GENERAL SCOPE OF WORK**

Unless specifically noted otherwise, this scope applies to all work including the Lots 9 & 10 Main Building and the Lot 5 Annex Building

Summary: The intent of the Contract Documents is that this scope of Work shall include all work, both necessary and incidental, to install the **Landscaping** for the City College of San Francisco, Chinatown / North Beach Campus, Main Building and Annex Building.

This Scope of Work is intended to define, but not limit, the scope of work to be performed by the Subcontractor. The Scope of Work shall include all necessary labor, materials, accessories, equipment, hardware, fasteners, tools, layout, supervision, coordination, hoisting, scaffolding, submittals, shop drawings, samples, mockups, packaging, trucking, freight, delivery, off-site parking for crews, permits, lane closure permits, and certified flagmen, insurance, overhead, profit, fringe benefits, taxes and all other services and charges, and shall be in accordance with the Contract Documents, complete in every respect, for the referenced scope and related work for this project.

The Drawings and Specifications are to be treated by Subcontractor as “scope” documents which indicate the general scope of the project in terms of the architectural design concept, the overall dimensions, the type of structure and other systems. The Drawings and Specifications do not indicate or describe all items required for the proper completion of the Work and are intended to delineate systems, indicate intent, with specific inference that the systems outlined are intended to be fully operational systems totally furnished, supplied with necessary basics and auxiliaries and be fully ready for Owner's acceptance and use. The below listed items in this scope of work are not intended to exclude any other items of work required by the Architect, Engineer, MEPF consultant, Department of State Architect Inspection, code consultant, acoustic consultant and/or Contractor or which may be required by local code or good construction practice. At a minimum, the best commercial trade practices will be required throughout the work. All **Landscaping** at both buildings is to be complete and finished in every respect.

- A) Bidder, if successful, shall enter into a Subcontract with Bovis Lend Lease, Inc. as provided in the sample Subcontract format in Section 00530, without modification. No subcontractor riders, subcontractor terms and conditions, etc. will be accepted or allowed. Through-out the course of this exhibit, the bidder may be referenced as the Subcontractor, Bovis Lend Lease, Inc. as the Contractor and City College of San Francisco (CCSF) as the owner.
- B) Per the Agreement with the District, all change order overhead is limited to 10% on direct work and 5% profit. All lower tier work is limited to 10% overhead and 5% profit, with a first tier profit of 5% (no additional overhead). Labor costs will be based on current prevailing wages. Reference Exhibit D for additional information on labor/unit rates.
- C) The District's Builder's Risk policy allows for a \$25,000 deductible on all occurrences. If the Subcontractor is found to have contributed to an action that gives rise to a claim against the Owner's Builder's Risk (BR) policy, requiring the District to seek reimbursement from Contractor for the deductible, Subcontractor will in turn reimburse Contractor the full or pro-rated amount of the deductible cost paid to the District on their behalf. Should the work of this Subcontractor be damaged due to no fault of this Subcontractor or of another entity from which the deductible may be recovered, the amount reimbursed to this Subcontractor for the **Landscaping and Irrigation** shall be reduced by the full or pro-rated amount of the deductible.
- D) All work shall be in compliance with the Project Labor Agreement (PLA). Subcontractor acknowledges this project's Project Labor Agreement, along with the requirement for certified payrolls (Reference Subcontract Exhibit P and specification section 01385 for details on certified payroll requirements). Any penalty assessed by the District or the State against Contractor for this Subcontractor's failure to comply with required payments or recordings will be charged against this subcontract, including all processing costs and additional penalties.
- E) The Chinatown / North Beach project is scheduled to be a LEED Gold facility. Provide all documentation necessary to support recycling content quantities or other sustainable information in a timely manner and no later than the time that the standard project literature submittals for the **Landscaping and Irrigation** are submitted. Any construction debris generated by the work shall be processed in accordance with Specification Section 01505 and other LEED requirements.
- F) The prime contract with the District outlines strict durations for notifications and change order pricing requirements. Subcontractor understands these requirements and agrees that failure to respond within the time requirements as detailed or requested by Contractor will void Subcontractor's ability to recover under the terms of the agreement.
- G) Subcontractor understands and has reviewed the Bovis Lend Lease, Inc.'s Insurance Requirements per **Exhibit C** and includes all insurance premium costs in the base subcontract amount to provide all insurance coverage as outlined in the Exhibit including the **\$5 million coverage** for commercial general liability insurance.

- H) License numbers indicated on the Invitation to Bid are presented for information only. Bidders/Subcontractors are instructed to inquire and comply with all State requirements.
- I) All bidders must be familiar with current labor agreements which may or may not be included in Attachment A of the Project Labor Agreement. Subcontractor is required to sign and return the Letter of Assent no later than 10 days of the Notice of Award of this Subcontract acknowledging the Project Labor Agreement.
- J) The work at the Main Building and Annex Building may, depending on the development of the project schedule, occur concurrently or may not occur contiguously. This subcontract includes all costs associated with either possibility, i.e. the Subcontractor needs to crew up to work both buildings simultaneously or needs to demobilize after completing work at one building and then remobilize to do the work at the other building. Refer to Exhibit G for additional schedule detail.
- K) The base subcontract amount does not include the performance and payment bond premiums. Once the subcontractor submits the bonds per the format included in Exhibit F, then the Contractor shall issue a change order to the Subcontractor for the premium amount depicted on the bond form. No mark-ups allowed on the bond premium costs. Upon request by the Contractor, Subcontractor shall provide performance and payment bonds with dual obligees, the Contractor and the Owner.
- L) All work shall be completed in accordance with the Construction Schedule (Exhibit G) distributed as part of the Bid Documents. Subcontract price also specifically includes all labor wage increases that may occur through the duration of this project. The costs of any overtime required to meet the activity durations as outlined in the Exhibit G schedule is included in the subcontract price.
- M) This Subcontractor is familiar with the College's policy as outlined in PLA Article III to encourage the training and employment of apprentices who are, or have been students of City College and to hire construction workers from among the residents of San Francisco and to make a particular effort to employ workers living in the impacted Chinatown/North Beach neighborhood and the surrounding zip codes of 94102, 94104, 94108, 94109 and 94133. **Additionally Subcontractor acknowledges that the San Francisco Community College District seeks to strengthen enforcement of local hiring provisions by recognizing the 40% local hiring goal developed by the PLA Joint Administrative Committee.** Subcontractor shall submit a plan within 2 weeks of Subcontract award that outlines Subcontractor's methods using existing forces or through new hires to achieve this goal.

## 1.2 SPECIFIC SCOPE OF WORK

1. Provide all labor materials, supervision, detailing, tools, equipment and appurtenances as required to perform the work per the Division 0 – Project Requirements and Division 1 General Requirements –Inclusive. In addition to the requirements of the Project Manual, all of the work shall be performed pursuant to the contract Drawings. All subcontract specification sections and drawings are listed in Subcontract Exhibit A.
2. Note that the drawing & specification references below are intended as examples only to clarify the work of this scope. This does not relieve the Subcontractor from reviewing all the documents and including all of the work for a full scope, even if the drawing & specification is not referenced in this Exhibit. All items are supply and install unless noted otherwise. In addition to Exhibit "A" which lists all drawings, specifications and reference documents which are part of this bid package, the following lists drawings and specifications that the Bid Package Contractor is to pay particular attention to:

Spec Section	Description	Main Bldg	Annex Bldg
02518	Concrete Pavers		X
02810	Irrigation	X	X
02870	Site Accessories (and related specification Section 03300, Concrete)	X	X
02900	Planting	X	X
Drawing	Description	Main Bldg	Annex Bldg
A2.01	Lot 5: Ground Level Plan		X
A1.01	Planting Plan	X	
A1.02	Irrigation Plan	X	
<b>A4.02</b>	<b>Enlarge Plan (Revised in Bulletin #3)</b>		<b>X</b>
A8.03	Sidewalk and Landscape Details	X	<del>X</del>
<b>A8.16</b>	<b>Lot 5: Slab Details: details 17 and 19 (Revised in Bulletin #3)</b>		<b>X</b>
A8.76	Terrace Details	X	

**A. INCLUSIONS, FOR MAIN BUILDING**

1. Provide all labor, materials, supervision, detailing, engineering, apparatus, tools, equipment, transportation, security, storage and appurtenances as required to perform the Miscellaneous Flooring per the Contract Drawings and Specifications (Project Manual). Project Manual includes Division 0 (Project Requirements) and Division 1 (General Requirements) complete.
2. **IRRIGATION:** Subcontractor to provide and install all irrigation lines from the points of connection to the planters with all associated bubblers and controllers. Included are the following details (see details on Sheet A8.03 which are included in this scope):
  - a. Subcontractor includes a complete irrigation system including, but not limited to the following: PVC piping, controllers, rain switch, rain sensors, low voltage control wiring and related conduits and J-box, valves, concrete boxes and vaults, thrust blocks, enclosure for backflow assembly, and sub-drainage per plans and specifications. Make final connection to the irrigation back flow assembly and any accessories required for a complete installation of the system. Subcontractor is responsible for providing a single point of connection for the irrigation electrical system.
  - b. Subcontractor to provide and install entire irrigation system per drawing A1.02 of the Main Building as well as in details 2, 7, and 11 on sheet A8.75, including but not limited to all piping, fittings, emitter devices, pressure regulators, and staking.
  - c. See Main building plumbing drawings PFS2.01 and PFS2.04 as reference for irrigation points of connection. Coordinate with Plumbing Subcontractor for all Points of Connection. Per drawing A1.02, the backflow preventer will be furnished and installed by the Plumbing Subcontractor.
  - d. Subcontractor to provide and install all irrigation controls, control panel and wiring. Final electrical connection to all controllers by others. Coordinate location of controllers with the Contractor. Subcontractor to include a locked security enclosure for all irrigation controllers. Subcontractor to coordinate with electrical Subcontractor who will be providing the power.
  - e. Subcontractor to include in scope the possible requirement that all copper piping to be installed by a Union plumber.
3. **4<sup>th</sup> LEVEL TERRACE, MAIN BUILDING:** Subcontractor to provide and install entire 4<sup>th</sup> Floor Terrace landscaping, including but not limited to GFRC planters, planter liner, planting, irrigation, permeable base, soil, and drainage as shown in details on sheet A8.75 for a complete planter and planting system for the Main building, 4<sup>th</sup> Level. Subcontractor to coordinate with adjacent subcontractor for installation of all these

systems. Subcontractor to provide a California engineer's stamp on the drawing of the planter and steel angle assembly to support code required loads on the seat per this detail and per RFI 164 attached and as described below in 4a.

4. **PLANTERS and PLANTING:** Subcontractor to provide and install all planters, planting, soil, irrigation, water reservoir, drainage, fertilizer, soil modification, watering and all accessories as needed for a complete installation on the interior of the ground (1<sup>st</sup> level), 5<sup>th</sup>, 7<sup>th</sup>, 9<sup>th</sup>, 11<sup>th</sup>, and 13<sup>th</sup> levels as well as on the exterior of the ground (1<sup>st</sup> level) and the 4<sup>th</sup> level terrace of the Main Building.
  - a. For the exterior 4<sup>th</sup> terrace level, Subcontractor to provide and install GFRC planter per detail 2/A8.75 including but not limited to steel angle bench support, angle attachments, drain hole, protection pads at base of planter, irrigation equipment, and from the points of connection to the planters with all associated bubblers and controllers. Wood seat by others.
  - b. For the exterior ground level of the Main building, provide all exterior trees, soil, fertilizer, etc. as described in the contract drawings and specifications.
  - c. For the interior planters, see details 4 and 8/A9.61. Subcontractor to coordinate with adjacent subcontractor's work including stone, mastic and cement board. Subcontractor to provide and install all plates, anchors, stainless carriage bolts, silicone caulking, planter, planter liner (waterproofing), soil, rock cover, and plants.
  - d. Subcontractor to provide and install everything shown in detail 9/A9.63
  - e. Subcontractor to provide and install the concrete planter and waterproofing shown in detail 12/A9.63 including the ½" compression joint, backer rod and sealant. Coordinate with adjacent subcontractor. Subcontractor to shim pre-cast concrete planter for a true, level, and stable planter installation.
5. **SCHOLARS (WISDOM) ROCK PLANTER:** Subcontractor provide and install the Scholars Rock planter per detail 1/A8.37. Subcontractor to provide and install the rock bed over the waterproofing. The actual SCHOLAR (WISDOM) ROCK itself, it's installation and it' support structure to be excluded.
6. Patch asphalt paving, concrete sidewalk, concrete curb and gutter, and restore landscape areas disturbed or trenched through as a result of the contract work. Include all paving, base rock, concrete and landscaping work required. This is a temporary patch until sidewalk subcontractor can complete his/her work.
7. Include the loading, trucking, off-haul and disposal of all trench spoils, concrete spoils, asphalt paving spoils and all other spoils resulting from the work of this contract. Include engineered fill for all trench backfill. All trench spoils will be removed and disposed of by this subcontractor.

#### B. INCLUSIONS, FOR ANNEX BUILDINGS

1. Subcontractor to provide and install 4 planter boxes, liners, all plants, soil, drain rock, and appurtenances for these landscape items per drawing A2.01 and A4.02 in the outdoor Café Area. Plants are not irrigated, and there is a drain hole at the bottom of each. Pavers and bollards by others. ~~Subcontractor to assume the four planters in the outdoor café seating area adjacent to the Annex Building to be 4 ft x 8 ft x 24" high, precast concrete planter, with integral color, with self draining holes, waterproof liner, similar to Main building details 4 and 8/A9.61, without the attached bench.~~ **Subcontractor to provide and install the planters in Ils Lane, adjacent to the Annex, shown in drawing A4.02 and detailed in 17 & 19/A8.16, per Bulletin #3 dated 2/22/10.** Subcontractor to include organic soil, rock cover and bamboo plants in these planters. Irrigation is not required for these planters. **for these planters is per details 17 & 19/A8.16.**
2. The soil, drain rock, ~~and planting~~ for the planters in the outdoor café area adjacent to the Annex Building to be the same as those to be installed in the Main Building, level 4 Terrace.

**C. INCLUSIONS, FOR BOTH BUILDINGS**

1. Excavation and off-haul to achieve rough grade is by others. Excavation and off-haul for treewells and plantwells is included in this scope of work. Achieving finish grade with imported or amended soil is included in this scope of work.
2. All trees, street trees, vines, plants, shrubbery, planting material, soil, mulch, sand, etc is included as shown on the plans and specifications.
3. All provided planting and trees shall be nursery grown from a nursery approved by Contractor.
4. Subcontractor shall provide all finished grades for all planting areas with proper sloping for drainage.
5. Soil testing indicated in the plans and specifications is included in this scope of work.
6. Filter fabric as shown in the plans and specifications is included in this scope of work.
7. Subcontractor shall include all necessary accessories required to complete the installation, including but not limited to equipment, hoisting, soil, sand, rock, gravel, fertilizer, soil amending agents, plants, stakes, testing, etc. Operated Crane may be provided by the Contractor, off hours and on weekends.
8. All trees, restraint for trees, stakes, dbl-stakes, etc. are included as required in the plans and specifications.
9. All pebble and rock beds are included as shown in the plans and specifications.
10. All soil is to be imported; there is no existing soil (native).
11. Subcontractor is responsible for protecting the existing waterproofing membrane at all times during the execution of this scope of work. Any and all damage to waterproofing membrane shall be repaired by others at a direct cost to this subcontractor.
12. Subcontractor to provide all hand watering and maintenance of all plants from the time they are brought on site through Substantial completion. Assume that this period is to be 6 months. Subcontractor will provide their own water at a single location at each building. Replace any dead plants immediately during this period.
13. **MAINTENANCE:** A 120-day maintenance period of all planting work is included in this scope of work. Maintenance period begins upon substantial completion of planting work; a written letter stating substantially completed area and date of substantial completion must be submitted for review and approval to Contractor for maintenance period to begin. Maintenance between beginning of installation and substantial completion is also included (as described above). Subcontractor to maintain plants, water them and replace as required by the Contractor and Architect from the time they are brought onsite to the end of the required maintenance period as described above. Replace any dead plants immediately during this period.
14. Subcontractor is responsible for coordinating all shipping, receiving, hoisting (using Subcontractor's hoist or crane), rigging, spreading and stocking of materials with Contractor and other subcontractors. Subcontractor is directed to Exhibit "B", section "Hoisting" with regard to material hoisting. Contractor reserves the right to relocate the personnel/material hoist at its discretion at no additional cost from Subcontractor. Subcontractor is responsible for providing a crane and soil hooper (or other means as necessary as approved by the Contractor) to lift planter and soil into place on the 4<sup>th</sup> level and upper level interior planters of Main Building. This movement of materials to be off hours and during weekends.
15. Subcontractor's work shall meet and/or exceed all code, regulatory, and contract document requirements. The most stringent authority shall govern in the event of a discrepancy.
16. Subcontractor shall protect delivered and stocked material as required from damage at all times until installed and accepted by Contractor.
17. Subcontractor shall protect at all times the work, the work of others, adjacent properties, overhead obstructions, temporary utilities, and permanent utilities.
18. Subcontractor acknowledges visiting the project site to determine existing conditions, site access and existing improvements that pertain to this scope of work.
19. Subcontractor to sweep and vacuum all extra soil and debris off the surrounding pavers and finished floor, without scratching or damaging floor and without clogging roof drains. Subcontractor is responsible for cleaning out drains if they are clogged during this work.
20. Stored materials and/or debris shall not encumber floor areas nor block access and egress.
21. Material substitutions will not be allowed without prior written approval.

22. It is the subcontractor's responsibility to coordinate with other trades to incorporate such items as the flashing, waterproofing, concrete, stub-ups, accessories, etc.
23. Subcontractor includes all dust control and SWPPP for areas released to this subcontractor.
24. Multiple mobilizations are included to stage the installation of this scope of work. Anticipate (4) mobilizations for street level work, three (3) for interior work and (3) mobilization for terrace level work. Each mobilization to be approved by the Contractor.
25. Qualifications and exclusions contained in Subcontractor's proposal for this work are not accepted or agreed to unless specifically incorporated in this scope of work.
26. Subcontractor to provide written responses and corrections to all punchlist notices, as submitted by any Authority Having Jurisdiction, within a timely manner to provide time for correction..
27. **LEED CREDITS:** Subcontractor to provide all submittal material to substantiate their adherence to all LEED Credits, in particular to those listed above, for submittal to the Green building Council. Subcontractor is responsible for replacing and reinstalling all material, installed or otherwise, that does not meet the LEED criteria.

#### D. CLARIFICATIONS

1. Bovis Lend Lease will provide the General Building Permit. Bid Package Contractor to obtain and pay for any and all other permits required for the work including submittal process (as applicable) required by the City, State or other authority having jurisdiction over the work. This includes street and lane closure permits. Subcontractor to coordinate with Contractor for closure time and location.
2. Subcontractor to provide for all temporary closures, lighting, barricades, signaling, enclosures, signage, storage, or other support systems necessary to transport and install your work. This includes street and lane closure coordinated with the Contractor.
3. Subcontractor shall provide separate submittal for each building. Subcontractor to provide electronic copies of all submittals whenever appropriate. Shop drawings containing a large number of pages or large samples can be submitted in hard copies but all others should be emailed to Bovis Lend Lease.
4. Include all overtime, multiple crews, shift work and multiple mobilizations required to meet the durations indicated for the completion of the work per Bovis Lend Lease's Performance Schedule (Exhibit G). Subcontractor acknowledges that schedule is preliminary in nature and may be revised at the Contractor's sole discretion. Include premium time labor for all required off-hours work.
5. Subcontractor acknowledges that he has reviewed the Performance Construction Schedule and has included in his bid all necessary material, expediting costs, and overtime or shift work required to meet that schedule.
6. Provide all sales taxes and use fees as needed to perform your work. Include all trade specific permit fees as applicable.
7. Per the City's Requirements, the delivery of large equipment and materials cannot occur between 7:00am and 9:00am or between 3:00pm and 5:00pm. Provide Bovis Lend Lease team with 48 hours written notice before any large deliveries. Subcontractor is cognizant of the pedestrian and vehicular traffic issues surrounding the Campus.
8. Facilitate all shop and field testing as indicated to be performed by others. Make inspection requests in adequate time as to not delay the project. Subcontractor to provide travel and other expenses for 3 members of the Architect, College and Contractor team to tag plants at the nursery before they are brought to site. Subcontractor to provide at least 2 (two) weeks to arrange this visit. Include multiple visits to different nurseries.
9. Subcontractor shall clean up their work debris and materials, along with trash and dirt generated by your field crews, on a daily basis, or as needed to keep the work area safe and presentable.
10. Any construction debris generated by the work shall be processed in accordance with Specification Section 01505 Construction Waste Management.
11. Subcontractor is familiar with the project site and surrounding area and has included any costs that may be required for offsite parking and transportation.
12. No on-site parking is allowed. Subcontractor to provide for the potential for parking costs within the scope.
13. Subcontractor to include at minimum 2 meetings to train the College staff on the use of the irrigation system.

## E. SCHEDULE

1. Reference Subcontract Exhibit G for schedule details. There shall be no claims for delays or labor or material cost increases for work falling within this time frame shown in the schedule. Installation of ALL upper floor interior and exterior planters per the schedule and in sequence with all other work on each floor.
2. Subcontractor will submit their proposed Site Specific Safety Plan (SSSP) for the entire scope of work, including any required shop drawings, sketches and/or load distribution diagrams to Contractor 28 days after the signing of the Subcontract. All other required submittals (most notably shop drawings showing layout of all in-wall backing (installed by others)) shall be submitted to Contractor no later than 56 days after the signing of the Subcontract.
3. Subcontractor acknowledges that Subcontractor has reviewed the Project Construction Schedule Exhibit G and has included in Subcontractors bid all necessary material, expediting costs, and overtime or shift work required to meet that schedule. This overtime work does not include the overtime work added in the allowances.

## G. REQUESTS FOR INFORMATION: See attached responses to the following RFI's. These responses are to be included in Subcontractor's bid:

1. RFI 159 – seat planter
2. RFI 164 – Steel support for planter seating.
3. RFI 231 – Annex Landscaping

## H. SAFETY

Subcontractor is responsible for compliance with all safety measures described in Exhibit J at a minimum, and is also responsible for compliance with the following additional safety rules. The following rules are part of the Bovis Lend Lease, Inc. Global Minimum Requirements (GMR) which apply to all Bovis projects.

1. **Ladders (GMR 1.6) - The use of all types of ladder should be minimized** as far as reasonably practicable by effective work planning and employing safer means of working at height, e.g. by using equipment such as scissor lifts, scaffold towers and podium steps. Effective measures must be in place to manage the use of all ladders, ensuring that they are structurally sound (not just nailed together on site), used safely, workers are instructed on their safe use, they are regularly inspected and all defective ladders are immediately removed from site. Step ladders should only be used for short duration work where safer means for conducting work at heights (e.g. access platform with guardrail such as scissor lifts and podium steps) are not practical.
  - i. **Any/ all types of ladders can only be utilized on the project site after the following considerations have been reviewed and completed:**
    - i. Safe alternatives are "not reasonable and practicable".
    - ii. Type of task is scheduled for short duration of time (less than 10 minutes) and must require 3 points of contact (1 hand and 2 feet) or ladder supported by spotter at all times.
    - iii. Works positioned near an area where there is an additional fall hazard where an employee is exposed to a fall greater than the working height of the ladder (i.e. leading building/ floor edge, elevator shaft, hole penetration, etc.) - NOTE: unless façade is complete, full height protection is already in place, and/ or floor penetrations are fully decked/ covered and with guardrails.
    - iv. Job safety analysis must be completed by the contractor and reviewed/ approved by the Bovis Lend Lease project team, prior to the start of their works.
  - ii. Regarding if ladders are used, the following items shall apply on all Bovis Lend Lease projects:
    - i. All employees utilizing ladders shall be trained. Their training shall enable the employee

- to recognize/ minimize hazards related to ladders and include manufacturer's guidelines.
- ii. Ladders manufactured of aluminum shall not be utilized on any Bovis Lend Lease project.
  - iii. No person shall stand on top of an "A" framed ladder or the next step below.
  - iv. All defective ladders shall be removed from the project immediately.
  - v. Workers shall inspect each ladder for damage prior to each use.
  - vi. Workers shall maintain three points of contact with the ladder at all times.
  - vii. Never use an "A" frame ladder to commute to another level.
  - viii. Never use a ladder to hoist objects.
  - ix. Do not use a ladder to carry objects that would prevent a three-point contact (1 hand, 2 feet) at all times or ladder supported by spotter.
  - x. Extension ladders shall be secured top and bottom and shall extend 36" above the upper work surface.
  - xi. Never use an extension ladder beyond its intended range.
2. Housekeeping must be effectively managed on all projects to maintain a clean and tidy work site, e.g. by having dedicated service gangs and/or a system (**composite crew clean-up teams**) for dealing with poor performing contractors (contra-charging) (**GMR 2.7**).
  3. **Deliveries (GMR 2.1 – Section 2.6):**
    - a) All deliveries must be documented (including vehicle details, drivers/ passengers) must sign in and out as visitors. Non-essential passengers should remain outside the site, whenever possible.
    - b) Drivers must be briefed on site rules, including emergency procedures and receive a visitors card and badge. This must include the statement that unloading work must be performed by workers who have received and orientation.
    - c) Drivers must be provided specific direction (through a site plan) to delivery drop off point and met by a worker/ supervisor who will receive the delivery. Flaggers/ spotters must be provided where necessary to ensure safe passage to drop off point.
  4. **Aerial/Scissor Lifts (Elevating Work Platforms):** All elevated working platforms shall be designed and operated in accordance with all applicable standards, including OSHA, ANSI, and Manufacturers Guidelines. Additionally, all such platforms shall be certified, by a qualified third party, and that they are in safe operating condition. Any modifications / alterations must be certified by the manufacturer (**GMR 1.7 – Section 5.2**).
  5. **Trained flaggers** must be used in heavy construction areas for short durations (maximum, one 8 hours shift) until appropriate controls can be implemented. Any personnel working in close proximity to vehicle traffic must wear high visibility apparel. Where delivery traffic interacts with personnel, a flagger (with appropriate high visibility apparel) must be provided. Specifically where reversing operations may occur. Heavy equipment operations must be segregated from pedestrians and appropriate exclusion zones employed. (**GMR 2.4 – Section 5.0, 6.0, & 7.5**).
  6. **Operator Competence (GMR 2.5)**
    - a) All vehicle operators must be competent (certified/licensed) to operate the equipment and vehicles they are assigned to and be trained on their use and particular hazards associated with the site. Checks must be made to ensure the competence of drivers. All operators must follow the manufacturers' instructions and site rules - while operating, seatbelts must be worn and mobile phones turned off. Vehicles must be braked/stabilized during loading/unloading and checks made to ensure loads are adequately secured before leaving the site.
    - b) All operators must provide appropriate documentation, meeting all federal state local and company requirements including (**GMR 2.5 – Section 1.2**):
      - i. Drivers license
      - ii. Operators card/ license

- iii. Operators training/ history/ experience
  - iv. Training certificates specific to equipment
  - c) **Seat Belts** - All persons operating equipment on site must wear a seat belt at all times. Passengers in any vehicle on site must wear a seat belt. No person should ride a vehicle as a passenger on site unless a seat and a seat belt is provided and the operator is authorized to carry passengers on site (**GMR 2.5 – Section 2.1 to 2.3**).
  - d) **Mobile Phones** - Mobile phones must not be used by persons operating equipment on site. Operators using mobile phones can only do so if the vehicle is switched off and is parked in an authorized area. Operators who continue to use their mobile phone while operating equipment and who have been previously warned should be removed from the site (**GMR 2.4 – Section 3.0 to 3.3**).
7. **Powered Mobile Equipment (GMR 2.6)** - All powered mobile equipment and vehicles must be suitable by design and adequately maintained to enable them to conduct their assigned tasks safely. Regular checks by competent persons must be carried out and recorded to ensure all mobile equipment and vehicles are maintained in a safe condition following the manufacturers' instructions (Ref: to Global Safety Alert on Quick Hitch Systems). All powered vehicles (excluding scissor/aerial lifts and other work equipment not designed for use on public highways) must be in good condition fitted with effective brakes, horn, lights, reflectors, seat belts, visibility aids (e.g. mirrors or CCTV) and visual or audible warning systems (lights or alarms).
8. All construction materials that might be blown or swept off of roofs, exposed floors or scaffolds must be effectively secured when work has ceased and/or high winds are predicted (**GMR 1.7**).

#### I. EXCLUSIONS

- a. Tree grates
  - b. Trench at IIs Lane
  - c. Misc Steel at transformer vault...including sidewalk lift out panel for the Main building
  - d. Manhole covers and ladders
  - e. Chain link fences and gates
  - f. Paver system on 4<sup>th</sup> Level, Main Building Terrace
  - g. Pavers, asphalt, concrete and bollards for IIs Lane
  - h. Bike racks throughout the project.
  - i. Final MEP connections to irrigation system.
  - j. Waterproofing
  - k. The Scholar/Wisdom Rock and it's support
  - l. **Aluminum benches in IIs Lane per Bulletin #3 Annex drawing A4.02.**
- J. **SMALL BUSINESS ENTERPRISE PARTICIPATION GOAL: 34%**