
Simpson Strong-Tie Materials Demonstration Lab Project MAJ 07-0039

ADDENDUM # 3

PROJECT MANAGER:

Perry Judd
Project Manager
Facilities Planning & Capital Projects
pjudd@calpoly.edu

ARCHITECT/ENGINEER:

Omni Design Group
689 Tank Farm Road, Suite 140
San Luis Obispo, CA 93401

DATE: August 5, 2009

**Submittal
Date:**

**August 27, 2009
before 2:00 p.m.**

The following additions, deletions, and revisions to the Drawings and Project Manual are a part of the Contract Documents.

Each Bidder shall:

- Submit the information contained in this addendum to their subcontractors and suppliers.
- Acknowledge receipt of addenda on the Bid Form.

Note: Failure to acknowledge addenda in the space provided on the Bid Form may subject the Bidder to disqualification.

Item 3-1 Division 0, Part A, Notice to Contractors, Invitation to Bid

REPLACE IN ITS ENTIRETY

Refer to attached Division 0, Notice to Contractors, Invitation to Bid (**ADD#3a**).

Item 3-2 Division 0, Part A, Sample Bid Proposal Forms, Bid Proposal Form

REPLACE IN ITS ENTIRETY

Refer to attached Division 0, Bid Proposal Form (**ADD#3b**).

Item 3-3 Division 0, Part A, DVBE Transmittal Form

REPLACE DVBE TRANSMITTAL FORM INCL. ATTACHMENTS 1-3 IN THEIR ENTIRETY

Refer to attached Division 0, DVBE Transmittal Form including Attachments 1 and 2 (**ADD#3c**).

Item 3-4 Division 0, Part C, Supplementary General Conditions

REPLACE IN ITS ENTIRETY

Refer to attached Division 0, Supplementary General Conditions (**ADD#3d**).

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NOTICE TO CONTRACTORS, INVITATION TO BID

THE TRUSTEES OF THE CALIFORNIA STATE UNIVERSITY SIMPSON STRONG-TIE MATERIALS DEMONSTRATION LAB PROJECT - MAJ 07-0039

CALIFORNIA POLYTECHNIC STATE UNIVERSITY, SAN LUIS OBISPO
Facilities Planning & Capital Projects - Bldg. 70
San Luis Obispo, CA 93407

The Trustees of The California State University will receive sealed **bid proposals** in the Facilities Training Room, Building 70, at the address above, **before 2:00 p.m., on Thursday, August 27, 2009**, for furnishing all labor and materials for the construction of the **SIMPSON STRONG-TIE MATERIALS DEMONSTRATION LAB PROJECT**, Project Number **MAJ 07-0039**, at which time bid proposals will be publicly opened and read.

In general, the work consists of new construction of a Type II-B fully sprinklered high bay facility housing approximately 5,000 square feet of demonstration space with an approximately 1,950 square foot mezzanine. The exterior wall assembly is cast in place concrete with a translucent glazing cladding system supported by a timber frame structure, on the California Polytechnic State University campus in San Luis Obispo, California as shown on the Contract Documents. The project is naturally ventilated and no heat is provided.

All work shall be in accordance with the plans and specifications prepared by Omni Design Group, 689 Tank Farm Road, Suite 140, San Luis Obispo, CA 93401. Contact: Thomas Reay, Project Architect at Ph: 805/544-9700, Fx: 805.544.4327. Plans and specifications may be seen at plan rooms and the University. The construction budget for this project is **\$1,880,000.00**.

Plans and specifications will be available on compact disc (CD) format only at no cost to the contractor and are available on or before **July 9, 2009**. Paper copies are not available. Distribution of the plans and specifications on CD will be done by Cal Poly. To receive a CD of the construction documents, FAX your request to 805.756.7566. Requests may also be mailed to: MAJ 07-0039, Simpson Strong-Tie Materials Demonstration Lab Project, Facilities Planning & Capital Projects, Building 70, Cal Poly, San Luis Obispo, CA 93407, Attention: Rory O'Donnell. Requests should include: project name, project number, firm name, mailing address, phone/fax numbers, contact name & email address.

Non-mandatory Pre-Bid Conference and Site Visit: Contractors should attend the **non-mandatory pre-bid conference and site visit** scheduled for **9:00 a.m., on Tuesday, July 14, 2009**. Contractors should meet at the designated time at the project site, north of the Construction Innovations Center, Building No. 186, Room B202, off of South Perimeter Road on the Cal Poly campus. Parking on campus is by paid permit only. Obtain daily parking permit, campus map, and directions at the Grand Avenue Information Center.

Familiarity with the Site: Each bidder must be familiar with the site (Contract General Conditions Article 2.04 *et seq.*).

Plan Holders List: A list of all plan rooms and contractors who have received the plans and specifications is available at the Facilities Planning website. The list is updated weekly. Click on 'Campus Projects,' then on 'Construction Projects Currently Bidding.'
http://www.facilities.calpoly.edu/campusprojects/campus_proj.htm

Prequalification: Each bidder offering a proposal must comply with bidding provision of Article 2.00 *et seq.* of the Contract General Conditions. The bidder should familiarize himself/herself with all the provisions of the Contract General Conditions, especially Article 2.02, regarding the necessity to **prequalify with the Trustees (completed forms must be filed at least five days prior to the date for opening of bids and approved not less than one day prior to the date set for opening bids)**. From the website shown below, download, complete and submit the ‘Prequalification of Prospective Bidders – Standard Form of Questionnaire and Financial Statement, Form 703.11’ forms to the address indicated on page 1 of the forms. <http://www.calstate.edu/cpdc/CM/>

Prevailing Wages: This project is a public works project and is subject to prevailing wage rate laws (see Contract General Conditions, Article 4.02-c). Bidders should familiarize themselves with all the provisions of the Contract General Conditions and Supplementary General Conditions, including prevailing wage rates.

Small Business Preference: Preference will be granted to bidders properly approved as “Small Business” in accordance with Title 2, California Code of Regulations, Section 1896 *et seq.* and the application of the five percent small business bidding preference is also extended to any non-small business that commits to subcontracting at least 25% of its net bid price to California certified small businesses and/or microbusinesses (Contract General Conditions Article 2.11).

DVBE Participation: The Trustees require the successful bidder to achieve a minimum goal of three percent (3%) DVBE participation in contracting construction projects as established in the bidding documents. Bidders can find California certified DVBE's and additional DVBE information at the DGS's Small Business and DVBE Services webpage at: <http://www.pd.dgs.ca.gov/smbus/default.htm>.

Bid Proposal Package: It will be the responsibility of each bidder to obtain a bid proposal package in sufficient time to fulfill requirements therein. Bid Proposal Packages are obtainable only by prequalified contractors, licensed in the State of California with a **B (General Building)** license. The Bid Proposal Packages must be requested from the Bid Coordinator. Contractors requesting a Bid Proposal Package should fax a written request along with a copy of their CSU Prequalification letter to the Bid Coordinator, Rory O'Donnell, Facilities Planning & Capital Projects, Cal Poly, San Luis Obispo, CA 93407. Fax: 805.756.7566.

Bonds: A bid security in an amount equal to at least 10% of the amount of the bid (see Article 2.06(c) of the Contract General Conditions) is required. Contractor must use Bid Bond Form supplied by the University without alteration. Payment and Performance Bonds in the amount of 100% of the awarded contract price will be required of the successful bidder.

Contract Time: The time period for completion of the overall project shall be **330 calendar days** from the date of the Notice to Proceed.

Liquidated Damages: Liquidated damages shall be **\$500.00** for each calendar day completion is delayed beyond the time prescribed for the project.

BIDDER'S NAME _____

BID PROPOSAL FORM

**THE TRUSTEES OF THE CALIFORNIA STATE UNIVERSITY
SIMPSON STRONG-TIE MATERIALS DEMONSTRATION LAB
PROJECT
MAJ 07-0039**

**California Polytechnic State University, San Luis Obispo
One Grand Avenue
San Luis Obispo, CA 93407**

To: California Polytechnic State University, San Luis Obispo, CA 93407 for
The Trustees of The California State University, on behalf of the State of California
(hereinafter called The Trustees):

The undersigned bidder hereby offers, in the amount stated below, to furnish all labor, materials, tools, equipment, apparatus, facilities, transportation, and permits for the construction of the **SIMPSON STRONG-TIE MATERIALS DEMONSTRATION LAB PROJECT**, at California Polytechnic State University, San Luis Obispo, and hereby agrees to enter into a contract for Project Number **MAJ 07-0039** if this offer is accepted by The Trustees.

SPECIFY THE NUMBER OF EACH ADDENDUM YOU HAVE RECEIVED ON THE LINE BELOW (write in the number of each and every addendum that you have received)

→ _____ ←

TOTAL AMOUNT OF BASE BID: \$ _____ LUMP SUM
(use figures only)

The above Base Bid amount is to be stated in figures only and is the total amount bid for the entire contract work including all applicable taxes. Any alteration, erasure, or change must be clearly indicated and initialed by the bidder. The bidder agrees that if there are any discrepancies or questions in the figures, the Trustees will use the lower figure despite the bidder's intent. The Trustees reserve the right to reject any and all bids and to waive any irregularities. The construction budget for this project is \$1,880,000. Award of the contract, if awarded, shall be based on the following: The lowest bid shall be determined as the lowest total of the bid prices of the Base Bid plus Additive Alternative No. 1 (PCC 10780.5(b)). This methodology does not preclude the Trustees from adding to or deducting from the contract any of the additive (including Additive Alternative No. 1) or deductive items after the lowest responsible bidder has been determined.

ADDITIVE ALTERNATIVES--The following additive alternatives are an integral part of this proposal, and to be responsive, the bidder shall quote for the Base Bid and also for the following listed additive alternatives.

Additive Alternative No. 1: Add all work related to the Mezzanine and Bridge as depicted in Division 1, Section 01030 Alternatives and on Construction Drawings and Specifications.	\$ _____ (use figures only)	Lump Sum
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Additive Alternative No. 2: Add all work related to the Green Roof as depicted in Division 1, Section 01030 Alternatives and on Construction Drawings and Specifications.	\$ _____ (use figures only)	Lump Sum
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Additive Alternative No. 3: All work related to supply of materials as depicted in Division 1, Section 01030 Alternatives and on Construction Drawings and Specifications.	\$ _____ (use figures only)	Lump Sum
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Additive Alternative No. 4: All work related to supply of materials as depicted in Division 1, Section 01030 Alternatives and on Construction Drawings and Specifications.	\$ _____ (use figures only)	Lump Sum
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Additive Alternative No. 5: All work related to supply of materials as depicted in Division 1, Section 01030 Alternatives and on Construction Drawings and Specifications.	\$ _____ (use figures only)	Lump Sum
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Additive Alternative No. 6: All work related to supply of materials as depicted in Division 1, Section 01030 Alternatives and on Construction Drawings and Specifications.	\$ _____ (use figures only)	Lump Sum
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The above amounts are to be stated in figures only, and are the total amounts bid for all of the alternatives including all applicable taxes. Any alterations, erasures, or changes must be clearly indicated and initialed by the bidder. The bidder agrees that if there are any discrepancies or questions in the additive alternative figures, the Trustees will use the lower figure despite the bidder's intent.

The bidder shall hold the lump sum prices for all listed alternatives for 90 calendar days after the start date of the Notice to Proceed. The Trustees reserve the right, within 90 calendar days after the start date of the Notice to Proceed, to add into the awarded contract amount by change order, any or all listed alternatives that were not previously awarded, without any delay or impact to the project and with no mark-up or mark-down. The Trustees reserve the right to competitively bid the work contained in the additive alternatives as separate projects, at any time.

The bid is subject to the provisions contained in the Contract General Conditions (note especially Article 2.00 *et seq.*) regarding instructions to bidders, and the bidder agrees that failure to comply with the conditions thereof may be the basis for rejection of this bid. The bid must be submitted on Forms provided by the University, completely filled out and in a sealed envelope, and delivered to Facilities Planning & Capital Projects, Building 70, at California Polytechnic State University, San Luis Obispo, **before 2:00 p.m., on Thursday, August 27, 2009** or it will be disregarded. Only bids from prequalified contractors with a **B (General Building)** license will be accepted.

Bid Security: Bidder shall enclose with this Bid Proposal Form bidder's security in the amount equal to at least ten (10%) percent of the amount of bid (see Article 2.06(c) of the Contract General Conditions). If the bidder is awarded the contract and then fails to execute the contract, this bidder's security shall be forfeited to the State.

Disabled Veteran Business Enterprise: The Trustees require the successful bidder to achieve a minimum goal of 3% DVBE participation in contracting construction projects as established in the bidding documents. Achieving the minimum goal must occur prior to the bid opening. The DVBE participation documentation must be submitted within two (2) business days following the bid opening date. Failure to submit full and accurate documentation within two (2) business days following the bid opening date will result in the Trustees deeming your firm nonresponsive, and thus ineligible for award of the Contract.

Construction Time: The time period for completion of the work is **330** calendar days from the construction start date specified in the Notice to Proceed.

Liquidated Damages: Liquidated damages shall be **\$500.00** for each calendar day completion is delayed beyond the time prescribed for the project./

[Final page consists of Bid Proposal Form Signature Page (Form 701.06).]

**DISABLED VETERAN BUSINESS ENTERPRISE (DVBE)
PARTICIPATION REQUIREMENT**

DVBE TRANSMITTAL FORM

The DVBE Transmittal Form is to be attached and used as a cover sheet for the required DVBE documentation that must be submitted within two (2) business days following the bid opening date.

Campus: _____

Project Name: _____

Project Number: _____

Bid Date: _____

Name of Contractor Submitting Bid: _____

Please check off the following to insure you have included them in your documentation:

_____ Attachment 1: Summary of DVBE Participation

_____ Attachment 2: Bidder's Certification of DVBE Status of Subcontractors and Suppliers

_____ Attachment of Any Additional Supporting Documentation

BIDDER'S CERTIFICATION

**DISABLED VETERAN BUSINESS ENTERPRISE
STATUS OF SUBCONTRACTORS AND SUPPLIERS**

I hereby certify that I have made a diligent effort to ascertain the facts with regard to the representations made herein and, to the best of my knowledge and belief, each firm set forth in this bid as a disabled veteran business enterprise complies with the relevant definition set forth in law. In making this certification, I am aware of Section 12650 *et seq.* of the Government Code providing for the imposition of treble damages for making false claims against the State, Section 10115.10 of the Public Contract Code making it a crime to intentionally make an untrue statement in this certificate, and the provisions of the Military and Veterans Code, Section 999.9.

Date

Signature of Authorized Agent

Title

Supplementary General Conditions for Contract General Conditions for Major Capital Outlay Projects

1. Article 2.05, Clarification during Bidding, 2nd paragraph, delete and replace with the following:

Bidders are advised that the time for submitting a proposed product as “an equal” is no later than ten (10) days prior to bid opening (Public Contract Code Section 3400). Refer to Article 5.04-c, Alternatives or Equals.

2. Article 2.13, Disabled Veteran Business Enterprise Participation Requirement and Incentive, delete and replace with the following:

California state law requires that its state agencies achieve a goal of three (3) percent participation for disabled veteran business enterprises (DVBE) in state contracts. Failure of the Bidder to comply with the DVBE requirement will cause the Trustees to deem the bid nonresponsive and the Bidder to be ineligible for award of Contract.

a. Special Definitions

(1) “Disabled veteran” as used herein, means a veteran of the military, naval or air service of the United States with at least a ten (10) percent service-connected disability and who is domiciled in the State of California.

(2) “Disabled veteran business enterprise contractor, subcontractor, or supplier” means any person or entity that has been certified by the Office of Small Business & DVBE Services and that performs a “commercially useful function,” as defined below, in providing services or goods that contribute to the fulfillment of the contract requirements:

(a) A person or an entity is deemed to perform a “commercially useful function” if a person or entity does all of the following:

(i) (A) Is responsible for the execution of a distinct element of the work of the contract;

(B) Carries out the obligation by actually performing, managing, or supervising the work involved;

(C) Performs work that is normal for its business services and functions.

(ii) Is not further subcontracting a portion of the work that is greater than that expected to be subcontracted by normal industry practices.

(b) A contractor, subcontractor, or supplier will not be considered to perform a “commercially useful function” if the contractor’s, subcontractor’s, or supplier’s role is limited to that of an extra participant in a transaction, contract, or project through which funds are passed in order to obtain the appearance of disabled veteran business enterprise participation.

(3) (a) “Disabled veteran business enterprise” (DVBE) as used herein, means a business concern certified by the Office of Small Business & DVBE Services as meeting all of the following:

(i) The business is at least 51 percent owned by one or more disabled veterans, or in the case of a publicly owned business, at least 51 percent of its stock is owned by one or more disabled veterans; a subsidiary that is wholly owned by a parent corporation, but only if at least 51 percent of the voting stock of the parent corporation is owned by one or more

disabled veterans; or a joint venture in which at least 51 percent of the joint venture's management and control and earnings are held by one or more disabled veterans.

- (ii) One or more disabled veterans manage and control the daily business operations. The disabled veterans who exercise management and control are not required to be the same disabled veterans as the owners of the business concern.
 - (iii) A sole proprietorship, corporation, or partnership with its home office located in the United States, which is not a branch or subsidiary of a foreign corporation, foreign firm, or other foreign-based business.
- (b) Notwithstanding subdivision (3)(a), after the death or the certification of a permanent medical disability of a disabled veteran who is a majority owner of a business that qualified as a disabled veteran business enterprise prior to that death or certification of a permanent disability, and solely for purposes of any contract entered into before that death or certification, that business shall be deemed to be a disabled veteran business enterprise for a period not to exceed three years after the date of that death or certification of a permanent medical disability, if the business is inherited or controlled by the spouse or child of that majority owner, or by both of those persons.
- b. Goal Attainment. In order to satisfy and be responsive to this requirement, the Bidder must meet the three (3) percent DVBE Participation Goal which is attained when:
- (a) The Bidder is not a DVBE and is committed to use DVBEs for not less than three (3) percent of the Contract dollar amount; or
 - (b) The Bidder is a DVBE and is committed to performing not less than three (3) percent of the Contract dollar amount with its own forces or in combination with those of other DVBEs.
- c. Documentation Requirements. The Bidder must document its satisfaction of the DVBE participation goal requirement. Final determination of DVBE Participation Goal Attainment by the Bidder shall be at the Trustees' sole discretion.
- (1) Required Documentation. The DVBE documentation forms that must be completed are as follows, and instructions for completing the required forms correctly are included to assist the Bidder.
- (a) DVBE Transmittal Form. Bidders must fill out the DVBE transmittal form as a cover sheet to the required documents, attach and submit it and the additional required documentation within two (2) business days following the bid opening date. All requested DVBE documentation must be completed on the forms provided and submitted with the DVBE Transmittal Form.
 - (b) Summary of Disabled Veteran Owned Business Participation (Attachment 1). Summary of Disabled Veteran Owned Business Participation, Attachment 1, must be completed showing the type of work and company proposed for DVBE participation, their subcontractors (if any), and other related information. Complete the form providing the information as follows:
 - (i) Company Name: list the name of the company proposed for DVBE participation. If the prime contractor is a DVBE, its name must also be listed to receive participation credit.
 - (ii) Nature of Work: identify the proposed work or service to be provided by the listed company.

- (iii) Contracting With: list the name of the department or company with which the company listed is contracting.
- (iv) Tier: the contracting tier should be indicated with the following level designations:
 0=Prime contractor;
 1=First tier subcontractor/supplier;
 2=Second tier subcontractor/supplier of first tier subcontractor/supplier;
 3=Third tier subcontractor/supplier of second tier subcontractor/supplier;
 etc.
- (v) Claimed DVBE Value: the total dollar amount of the value claimed by a disabled veteran business enterprise.
- (vi) Percentage of Contract: compute the percentage (%) of the claimed DVBE value of the total Contract dollar amount.
- (vii) DVBE Certification: The Bidder must include one copy of the DVBE certification letter from the Office of Small Business & DVBE Services for each DVBE firm listed on the Summary of Disabled Veteran Owned Business Participation.

(c) Bidder's Certification (Attachment 2). The Bidder must sign and include the Bidder's Certification, certifying that each firm listed on the Summary of Disabled Veteran Owned Business Participation (Attachment 1) complies with the legal definition of DVBE.

(2) Time Frame for Submitting Documentation. The DVBE participation documentation must be submitted within two (2) business days following the bid opening date. Failure to submit full and accurate documentation within two (2) business days following the bid opening date will result in the Trustees deeming your firm nonresponsive, and thus ineligible for award of the Contract.

d. Use of Proposed DVBE. If awarded the Contract, the successful Bidder must use the DVBE suppliers and/or subcontractors proposed in its bid proposal unless it has requested substitution and has received approval of the Trustees in compliance with the Subletting and Subcontracting Fair Practices Act. See Article 4.04, Substitution of Subcontractors.

e. Trustees' Reporting of DVBE Participation. Responsive to direction from the State Legislature, the Trustees are seeking to report increased statewide participation of DVBE in contract awards. To this end, the successful Bidder shall inform the Trustees of any contractual arrangements with subcontractors, consultants or suppliers that are certified DVBE.

f. Additional DVBE Information Sources. For more information regarding DVBE certification, copies of directories or for general DVBE information, contact:

State of California, Department of General Services, Procurement Division
 Small Business & DVBE Services Branch
 P.O. Box 989052, West Sacramento, CA 95798-9052 (mailing address)
 707 Third Street, First Floor, Room 400, West Sacramento, CA 95605 (physical address)
 Telephone number: (800) 559-5529 or (916) 375-4940; Fax number: (916) 375-4950

Email: osdchelp@dgs.ca.gov Or, via the Internet at www.pd.dgs.ca.gov/smbus.

g. Incentives: In accordance with Government Code section 14838(f), and Military and Veterans Code sections 999.5(a) and 999.5(d), the Trustees **may** grant a bid incentive for bid evaluation purposes only to Bidders that exceed the three percent DVBE participation requirement. The level of DVBE incentive will correlate to the level of participation; that is, the more DVBE participation proposed, the higher the incentive. The combination of preferences (Small Business Preference, for example) with a DVBE incentive may not exceed ten percent or \$100,000, whichever is less. A non-small business cannot displace a California certified small business from the top ranked position due to application of preferences or incentive. If the Trustees grant a bid incentive to Bidders that exceed the three percent DVBE participation requirement, the Trustees will provide details for this incentive in the Supplementary General Conditions.

The Trustees will not be granting a bid incentive to Bidders that exceed the three percent DVBE participation requirement. Bidders are still required to comply with Article 2.13.

3. Article 4.02-c, Prevailing Wage, add the following:

Contained in Part C are copies of the general State of California prevailing wage rates for the County of this Project as determined by the Director of Industrial Relations on file with The California State University at the time of first advertising.

4. Article 4.03-a, Environmental Requirements, note that:

The appropriate agency for San Luis Obispo is the Air Pollution Control District.

5. Article 4.04, Substitution of Subcontractors, renumber current subsection "c" to "d"; add new subsection 'c' as follows:

c. Substitution of a Disabled Veteran Business Enterprise. After award of the contract, the Contractor shall use the Disabled Veteran Business Enterprise (DVBE) subcontractor(s) and/or suppliers listed in its bid proposal unless a substitution is requested in writing to the Trustees, and the Trustees approve the substitution in writing before the commencement of any work. The substitution request must include at least the following:

(1) An explanation of the reason for the substitution.

(2) A written description of the business enterprise to be substituted, including its business status as a sole proprietorship, partnership, corporation or other entity, and the DVBE certification status of the firm, if any.

(3) The Contractor must substitute a DVBE with another DVBE. If the DVBE substitution cannot occur, the Contractor must include a written justification and the steps that were taken to try to acquire a new DVBE subcontractor and how that portion of the contract will be fulfilled.

(4) A description of the work to be performed, identified both as a task(s) and as a dollar amount or percentage of the overall contract that the substituted business will perform.

The request for substitution of a DVBE and the Trustees' approval or disapproval cannot be used as an excuse for noncompliance with any other provision of law, including, but not limited to, the Subletting and Subcontracting Fair Practices Act (Sections 4100 et seq., Public Contract Code) or any other contract requirements relating to substitution of subcontractors..

6. Article 4.06-a (2), Contractor's Insurance, delete and replace with the following:

Verification of Coverage. The Contractor shall submit original certificates of insurance and endorsements to the policies of insurance required by the Contract to the Trustees as evidence of

the insurance coverage. The scope of coverage and deductible shall be shown on the certificate of insurance. Renewal certifications and endorsements shall be timely filed by the Contractor for all coverage until the work is accepted as complete pursuant to Article 8.01, Acceptance. The Trustees reserve the right to require the Contractor to furnish the Trustees complete, certified copies of all required insurance policies.

Contractor hereby assumes a contractual obligation in requiring its insurance broker or insurer, on every policy required by this Contract, to provide: (A) at least thirty (30) days prior written notice to California Polytechnic State University, San Luis Obispo in the event that the insurance coverage required for this Contract is changed and/or modified, except for cancellation or non-renewal (which is governed by subsection (B) below), at any time during the term of this Contract (such notice to be provided at least thirty (30) days prior to the effective date of such change or modification); and (B) at least ten (10) days prior written notice to California Polytechnic State University, San Luis Obispo in the event that the insurance coverage required for this Contract is cancelled or not renewed at any time during the term of this Contract. Any notification required by subsection (A) and (B) shall be sent to the Trustees via United States Postal Service certified mail, return receipt requested, addressed to California Polytechnic State University, Attn: Contracts, Procurement and Risk Management, One Grand Avenue, San Luis Obispo, California 93407, or sent via facsimile to the attention of Contracts, Procurement and Risk Management at (805) 756-6500, or sent via email to slacaro@calpoly.edu to the attention of Suzanne LaCaro. If notification is sent via facsimile or email, it is the Contractor's obligation to assure that the Trustees have received such notification by contacting Contracts, Procurement and Risk Management within one (1) day of submission of such facsimile or email at (805) 756-2232 to confirm the date, time, and name of the individual acknowledging receipt. Any breach of these notification obligations shall be deemed a material breach by Contractor of this Contract.

7. Article 4.06-a (3) (c), Contractor's Insurance, delete the paragraph below and renumber the remaining paragraphs.

Each insurance policy required by this Article shall state that coverage shall not be canceled by either the Contractor or the insurance carrier, except after thirty days prior written notice by certified mail, return receipt requested, has been given to the Trustees.

8. Article 4.08-c, Contractor's Responsibility for the Work, note that:

The appropriate agency for San Luis Obispo is the Air Pollution Control District.

9. Article 4.20, Drawings Reflecting Actual Construction, retain the existing text and identify it as subsection (a) by inserting "(a)" in front of it and add the following additional subsections thereafter:

(b) In the context of Contractor performing its duties under this Agreement, there may be portions of Work which involve the Contractor developing final construction drawings or plans pursuant to the design documents provided by the Trustees. For example (but without limitation), fire alarm systems typically involve the fire alarm system constructor developing final drawings and plans for construction design and implementation. Contractor is obligated to obtain copies of all such design documents (including CAD files) from its Subcontractors, Suppliers, and Vendors, and to provide these to the Trustees.

(c) Contractor shall provide a complete functional electronic copy of all computer aided design (CAD) files developed by Contractor, its Subcontractors, Suppliers, and Vendors for the Project. Contractor shall enter into written agreements with such Subcontractors, Suppliers, and Vendors to provide for the ownership and use of such files by the Trustees as more fully described below in this Article 4.20.

(d) Contractor agrees that designs, drawings, specifications, electronic equivalents and other technical data produced in the performance of this Agreement shall become the property of the Trustees. However, The Trustees grant Contractor the right to reuse *aspects* (i.e. details and design elements) of any final construction design work prepared by Contractor for this project in other designs for other future projects including those with other clients. For clarity, this right to reuse aspects applies only to design work prepared by Contractor (e.g. specific fire alarm system drawings, plans, and designs), and not any design work prepared or provided by the Trustees or the Architect.

(e) Contractor agrees that the Trustees shall have access at reasonable times to inspect and make copies of notes, designs, drawings, specifications, electronic files, calculations and other technical data pertaining to the Work.

(f) The Trustees retain the right to utilize documents prepared under this Agreement regardless of whether the Agreement is terminated or the project is suspended or abandoned. This right allows the Trustees to use these documents in the future for the same project, a modified version of it, or for one that is similar.

(g) Reusing the documents on *another* project without the approval of Contractor relieves the Contractor of liability resulting from their use on such other project, but shall not relieve the Contractor from any liability arising from the project for which such documents were originally prepared.

10. Article 5.04-c (1), delete and replace with the following:

The bidder shall submit its proposal to the Architect for an alternative as an "equal" in writing no later than ten (10) days prior to bid opening (Public Contract Code Section 3400). In exceptional cases where the best interests of the Trustees so require, the Construction Administrator may give written consent to a submittal or re-submittal received after the expiration of the time limit designated. The bidder is responsible for timely submittal of its proposed "or equal."

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/End of Supplementary General Conditions/