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

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### Questions and Responses #2

**PROJECT MANAGER:**

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**ARCHITECT/ENGINEER:**

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**DATE:** July 27, 2009

**Submittal Date:** **July 30, 2009**  
***before 2:00 p.m.***

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The following information is provided for the convenience of the bidders, and is not a part of the Addenda. Questions and requests for clarifications received to date are repeated for all those who have the plans and specifications followed by the response.

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**2-1 Question:**

Please clarify the standard warranty period. No clear indication is given in the front end documents, is this to be a typical one year with specific extensions as indicated by division?

**Response:**

*Please review the entirety of the Contract Documents in order to ascertain applicable warranty periods. Also, please see Article 8.06 of the Contract General Conditions, which states, in part:*

*Contract Bonds shall remain in full force and effect during the one-year guarantee period, unless a longer bond period is stipulated in the Contract Documents.*

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**2-2 Question:**

To what extent shall the Contractor be prepared to remove and repair blow outs at the Utilidor walls? Are photos of the previous construction available from Facilities or prior projects? To what extent is this situation know (sp)? It is difficult to be competitive with such a large unknown. Perhaps this should be excluded and added as a T&M.

**Response:**

See Article 2.04 of the Contract General Conditions, which states:

**2.04 Necessity for Careful Examination of Site, Plans, and Specifications**

The Bidder shall carefully examine the Site and the Plans and Specifications for the project. The Bidder shall also investigate, and be satisfied as to the conditions to be encountered, the character and quantity of surface and subsurface materials or obstacles to be encountered, rights of way and easements at or near the site, the work to be performed, and materials to be furnished and as to the requirements of the proposal, Plans, and Specifications for the project (see Article 4.11, Responsibility to Secure and Pay for Permits, Licenses, Utility Connections, Etc.). Bidder certifies that Bidder has complied with the requirements of this provision by the submission of its bid.

Any failure by the Bidder to acquaint itself with information that is available or with reasonable investigation may be available will not relieve it from responsibility to properly estimate the difficulty or cost to perform the work. Such examination does not require independent underground soils borings unless required elsewhere.

- a. Subsurface Investigations. Where the Trustees has made investigations of subsurface conditions, and that information is made available to the Bidder, such information is limited in scope to that which has been actually encountered in the investigations, and is included only for the convenience of the Bidder.

The Trustees assume no responsibility whatsoever in respect to the sufficiency or accuracy of borings or of the log of test borings or other preliminary investigations or any interpretation of the above. There is no guarantee or warranty, either expressed or implied that the conditions indicated are representative of those that exist throughout the site or that unforeseen conditions or developments may not occur. Making such information available to the Bidder is not to be construed in any way as a waiver of this provision. The Bidder must satisfy itself through its own investigations as to the actual conditions to be encountered.

- b. Differing Site Condition. During the progress of the work, if the Contractor encounters a subsurface or latent condition at the site that is substantially different from those indicated in the Contract Documents or made available for examination, a differing site condition may exist. The Contractor shall immediately notify the Architect and the Construction Inspector in writing of the differing site condition. The Architect shall investigate the assertion of a differing site condition by collecting the facts and applying the facts as expressed by the Architect to the appropriate provisions of the Contract Documents. If the Architect in the exercise of reasonable discretion determines that a differing site condition exists and that the differing site condition directly results in extra work, and if the Trustees concur, the Contractor shall be entitled to a change order that shall compensate the Contractor for the extra work.

See Article 6.02 of the Contract General Conditions, which states:

**6.02 Emergency Changes**

Changes in the work agreed by the Trustees to be necessary due to unforeseen site conditions, discovery of errors in Plans or Specifications requiring immediate clarification in order to avoid a serious work stoppage, changes of a kind where the

*extent cannot be determined until completed, or under any circumstances whatsoever when deemed necessary by the Trustees are kinds of emergency changes which may be authorized by the Trustees in writing to the Contractor. The Contractor shall commence performance of the emergency change immediately upon receipt of written direction from the Trustees.*

*If agreement is reached as to compensation and/or time adjustment for the purpose of any emergency change, then compensation and/or time extension, as appropriate, will be as provided in Article 6.01 relating to ordinary changes. If agreement is not reached as to compensation and/or time adjustment at the time of commencing the emergency change, then compensation and/or time extension, as appropriate, will be as provided in Article 6.01-c, that is, time and materials records and summaries shall be witnessed and maintained until either a lump sum payment and/or a time extension, as provided in Article 6.01-d, is agreed upon, or the changed work is completed.*

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