

## DOCUMENT 00 91 00

**ADDENDA****PART 5 - ADDENDUM NO. 5**, issued Nov. 14, 2013.**1.1 PRE-PROPOSAL RFI QUESTIONS AND RESPONSES**

- A. **RFI:** The language in the contract is leading the bonding companies to assume that their performance bond obligates them for a period ten years, which is problematic. Therefore, would the college be willing to revise language to accommodate bonding company concerns?
1. **Response:** Document 00 65 99 Guarantee and Warranty is revised and completely replaced with a modified document, hereby attached and made a part of this Addendum. Clarifications have been made to this document, including an additional section #7 to address the sureties concern.
- B. **RFI:** Has the District considered extending the bid due date, now that the new timeline for DSA has been moved up 4 months?
1. **Response:** The District clarifies that per Addendum # 2, item 1.2, this project will NOT be fully reviewed by DSA; the Design-Build Entity shall utilize the solar ground mount review exclusions as outlined in DSA IR 16-8. DSA IR documents may be found at the DSA website: <http://www.dgs.ca.gov/dsa/Resources/IRManual.aspx>. So the time of 4 months we had originally anticipated to allow for DSA to do a full review of the design will not be needed, and that is why in Addendum #2, item 1.1.D, we stated the project completion should be able to occur 4 months sooner.
  2. In the interest of providing more time for the Design-Build Entities, the District hereby revises the Proposal due date to now be Thursday November 21, 2013 at 2:00pm. See corresponding revisions to the Project Manual below. Any proposal packages that might have already been mailed, and if received by the District, will NOT be opened until the Due Date and will be returned to the Design-Build Entity if they so request.

**1.2 REVISIONS TO THE PROJECT MANUAL**

- A. Revise DOCUMENT 00 11 13, NOTICE TO DESIGN-BUILD ENTITIES
1. Revise the Proposal Due date as follows:

**PROPOSALS DUE:** Proposals will be received by the Facilities Department of the San Mateo County Community College District at their office located at 3401 CSM Drive, San Mateo, CA 94402 **no later than** 2:00 p.m. on ~~Friday~~ **Thursday** November ~~15~~ **21**, 2013. The main contact for this project is Peter Hempel, Swinerton Management and Consulting, telephone 650-378-7336 and email: [hempelp@smccd.edu](mailto:hempelp@smccd.edu).

- B. Revise DOCUMENT 00 11 19 REQUEST FOR PROPOSAL
1. Revise section 1.3 to now state: "Proposal Submittal Deadline is 11/21/13".
  2. Revise section 2.1.2 to now state: "Proposals must be received at the following address by 2:00 p.m. (California Standard Time) on November ~~15~~ **21**, 2013."

END OF DOCUMENT

DOCUMENT 00 65 99

**GUARANTY AND WARRANTY**  
*(modified by Addendum #5)*

TO THE SAN MATEO COUNTY COMMUNITY COLLEGE DISTRICT for design and construction of  
**Cañada College Solar Photovoltaic System**

By signing below, Design-Build Entity hereby warrants and guaranties to District all construction performed on this Project, including all material and equipment incorporated therein, as set forth below:

1. Pursuant to this Document 00 65 99, Design-Build Entity agrees to unconditionally guaranty the quality and adequacy of all of Work provided under this Contract including, without limitation, all labor, materials and equipment provided by Design-Build Entity and its Subcontractors (of all tiers) in connection with the Work. The Guaranty provided hereunder shall become effective on the first day following District’s issuance of a written Notice of Final Completion of the Project; or where applicable, the Guaranty shall become effective on the first day following District’s issuance of a written Notice of Completion of a specifically defined Phase of the Project; or on such other date as may be specified elsewhere in the Contract Documents; and once effective, the Guaranty shall remain operative and shall bind Design-Builder as further described herein for a period of ten (10) years or the period explicitly stated in this Document 00 65 99.

2. Design-Build Entity shall provide a comprehensive ten (10) year warranty on all system components against defects in materials and workmanship under normal application, installation, and use and service conditions.

Additionally, the Design-Build Entity agrees to guarantee:

- PV Modules: The PV modules are to be warranted against degradation of power output of greater than 15% of the original minimum rated power in the first ten (10) years and greater than 20% in the first twenty (20) years of operation.
- Inverter: The inverter shall carry an extended warranty of at least twenty (20) years.
- Meters: At minimum, meters shall have a one (1) year warranty. For meters integrated in inverters, the meter warranty period must match the inverter.
- Mounting system: Mounting systems shall have a twenty (20) year warranty, covering at least structural integrity and corrosion.
- Balance of system components: the remainder of system components shall carry manufacturer warranties that conform to industry standards, but in no case shall be less than a one (1) year warranty.

All work performed by Design-Build Entity must not render void, violate, or otherwise jeopardize any preexisting District facility or building warranties or the warranties of system components.

3. Neither final payment nor use or occupancy of the Work performed by the Design-Build Entity shall constitute an acceptance of Work not done in accordance with this Guaranty or relieve Design-Build Entity of liability in respect to any express warranties or responsibilities for faulty materials or workmanship. Design-Build Entity shall remedy any defects in the Work and pay for any damage resulting therefrom, which shall appear within one year, or longer as specified above, from the date of Final Completion.

4. If within ten years after the date of Completion of the Work (or the Phase of the Work), or such longer period of time as may be prescribed by laws or regulations, or by the terms of Contract Documents, any Work is found to be defective, Design-Build Entity shall promptly, without cost to District and in accordance with District’s written instructions, correct such defective Work. Design-Build Entity shall remove any defective Work rejected by District and replace it with Work that is not defective, and satisfactorily correct, or remove and replace any damage to other Work or the work of others resulting therefrom. If Design-Build Entity fails to promptly comply with the terms of such instructions, or in an emergency where delay would cause serious risk of loss or damage, District may have the

defective Work corrected or the rejected Work removed and replaced. Design-Build Entity shall pay for all claims, costs, losses and damages caused by or resulting from such removal and replacement. Where Design-Build Entity fails to correct defective Work, or defects are discovered outside the correction period, District shall have all rights and remedies granted by law.

5. Inspection of the Work shall not relieve Design-Build Entity of any of its obligations under the Contract Documents. Even though equipment, materials, or Work required to be provided under the Contract Documents have been inspected, accepted, and estimated for payment, Design-Build Entity shall, at its own expense, replace or repair any such equipment, material, or Work found to be defective or otherwise not to comply with the requirements of the Contract Documents up to the end of the guaranty period.

6. All abbreviations and definitions of terms used in this Guaranty shall have the meanings set forth in the Contract Documents, including without limitation Section 01 42 00 (References and Definitions). This Guaranty is in addition to any other warranties of Design-Build Entity contained in the Contract Documents, and not in lieu of, any and all other liability imposed on Design-Build Entity under the Contract Documents and at law with respect to Design-Build Entity’s duties, obligations, and performance under the Contract Documents. In the event of any conflict or inconsistency between the terms of this Guaranty and any warranty or obligation of the Design-Build Entity under the Contract Documents or at law, such inconsistency or conflict shall be resolved in favor of the higher level of obligation of the Design-Build Entity.

7. The performance and payment bonds as specified in Documents 00 61 00 and 00 62 00 shall cover the installation period and workmanship warranty for a 1-year period and shall be released in accordance with California law; one year beginning with the date following District’s issuance of a written Notice of Final Completion of the Project. The responsibility for procurement and delivery to the Customer of any maintenance guarantees required under this Contract (including but not limited to manufacturer warranties and pass through warranties) beyond the one year term of the 1-year workmanship warranty shall be the sole obligation of the Contractor. The surety having provided the performance and payment bonds covering the installation period shall assume no liability to Contractor, the Customer or any third parties, should Contractor fail for any reason, to deliver acceptable warranties as required by the terms of this Contract beyond the one year maintenance period. In addition, the delivery of any Performance Guarantees required under this Contract shall be the sole obligation of the Contractor. The surety shall assume no liability to Contractor, the Customer or any third parties, should the Contractor fail for any reason, to deliver acceptable efficiency guarantees as required by the terms of this Contract.

\_\_\_\_\_  
Design-Build Entity’s Name

\_\_\_\_\_  
Address

\_\_\_\_\_  
City/State/Zip

\_\_\_\_\_  
Date

END OF DOCUMENT