

## COLLEGE OF THE REDWOODS

Creative Arts Building

7351 Tompkins Hill Rd., Eureka, California 95501

### ADDENDUM #3

Date: September 24, 2021

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#### NOTICE TO ALL PRE-QUALIFIED CONTRACTORS:

You are hereby notified of the following changes, clarifications and/or modifications to the original Contract Documents, Project Manual, Drawings, Specifications and/or previous Addenda. This Addendum shall supersede the original Contract Documents and previous Addenda wherein it contradicts the same, and shall take precedence over anything to the contrary therein. All other conditions remain unchanged.

This Addendum forms a part of the Contract Documents and modifies the original Contract Documents issued as part of the Bid Set dated **August 12, 2021, Addendum #1, dated September 2, 2021 and Addendum #2, dated September 17, 2021**. Acknowledge receipt of this Addendum in space provided on the Bid Proposal Form. Failure to acknowledge may subject Bidder to disqualification.

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#### A. GENERAL INFORMATION

ADD: Bidders' Requests For Information (RFIs) and District Responses, Questions #49 - #77 (attached – remaining questions will be responded in final addendum on Monday, 9/27/21).

#### B. SPECIFICATIONS – Div. 0 & 1

1. **DELETE: SECTION 00 54 00 BIM EXHIBIT**
2. **REVISE: SECTION 01 11 00 SUMMARY OF WORK**
  - a. **Delete item 1.6.A.4 BIM Coordinator**
3. **REPLACE: SECTION 00 52 00 AGREEMENT FORMS** (attached)  
Replace the existing SECTION 00 52 00 AGREEMENT FORMS, in its entirety, with the attached SECTION 00 52 00 AGREEMENT FORMS, in its entirety. (Correction to item 1.4.2 duration)

#### C. SPECIFICATIONS – Divisions 02 - 41

1. **REVISE: SECTION 02 41 00 DEMOLITION**
  - a. **Item 1.3.A references Specification Section 01 74 19 Construction Waste Management; correct reference is 01 74 00 Cleaning and Waste Management**

**D. DRAWINGS - None**

For questions regarding this Addendum, please contact:

**Steve McKenzie, Director – Facilities & Planning**

Redwoods Community College District

7351 Tompkins Hill Rd., Eureka, CA 95501

**Email:** [Steven-Mckenzie@redwoods.edu](mailto:Steven-Mckenzie@redwoods.edu), [julia-morrison@redwoods.edu](mailto:julia-morrison@redwoods.edu), and [ericka-barber@redwoods.edu](mailto:ericka-barber@redwoods.edu) with a Cc to [robm@csipm.com](mailto:robm@csipm.com).

***Include the question in the body of the email.*** Questions will only be accepted from pre-qualified Contractors.

All other terms and conditions of BID are to remain the same.

**ATTACHMENTS:**

Bidders' Requests For Information (RFIs) and District Responses

SECTION 00 52 00 AGREEMENT FORMS

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**tBP/Architecture**

1777 Oakland Boulevard, Suite 320

Walnut Creek, CA 94596

925.246.6419

Architect of Record: Philip J Newsom

**END OF ADDENDUM #3**

**PRE-BID**

**REQUESTS FOR INFORMATION**

**Creative Arts Building**

College of the Redwoods

7351 Tompkins Hill Rd., Eureka, California 95501

**REDWOODS COMMUNITY COLLEGE DISTRICT**

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**49) Question:**

Spec Section 281600 Intrusion Detection System does not appear to note the manufacturer, nor do the plans. Please provide the manufacturer.

**Response:** STRIKE 28 16 00 Intrusion Detection System. The project shall not include such system.

**50) Question:**

The document requests BIM modeling for all trades on the project. As this is project has 5 single story, individual buildings, will this BIM modeling, and the related expenses be necessary on a single-story project such as this one?

**Response:** The BIM modeling requirement can be eliminated. However, this does not relieve the contractor of any other requirements. Most pertinently, the Contractor shall coordinate the effort of its subs, submit coordinated shop drawings, maintain as-builts, and provide record drawings in an agreed, legible electronic format (IE CAD or Bluebeam/PDF)

**51) Question:**

Existing site paving curbs and roadways are brittle and unraveling. Does the selected contractor have any obligation to overlay or grind and repave dated areas, or inadequate original roadway sections?

**Response:** Document existing conditions. Take necessary precautions to protect the roadway and return in original condition at the end of construction. Refer to the Contract Documents, including but not limited to, Section 01 45 00 Quality Control and Section 01 50 00 Temporary Facilities and Controls.

**52) Question:**

Do the art formations behind the Creative Arts building get removed and disposed of? If so, all of them? Does the asbestos and lead survey apply to these art formations?

**Response:** Contract shall include protecting three off-building art installations in place.

Contract shall also include removal and disposal of all in-building and on-building Art installations which remain when building is turned over for demolition.

**53) Question:**

Are the plans, specifications, and details provided considered 100% designed?

**Response:** The 3/23/2020 DSA Approved drawings along with all addenda and associated contract documents form the complete Bid Set.

**54) Question:**

In the Quality Assurance section of the metal paneling specifications (074113 & 074213) it is mandated that the installed is certified by the panel manufacturers. Most Metal Panel suppliers do not certify there installers anymore. Please clarify that the need for a certification in writing from any metal panel manufacturer may be voided by 5 or 10 years' experience in the relative field of work.

**Response:** Should the Metal Panel Manufacturer not offer Installer Certification, The following can be substituted.

- Letter from Manufacturer stating as such AND
- List of five installed projects of similar scope and magnitude that have been in service for a minimum of two years with satisfactory performance of the roof system.

**55) Question:**

Specification 02 41 00 – Demolition: Section 1.3 A. refers to a specification section 01 74 19 “Construction Waste Management”, this section is not in the table of contents or the Division 1 specification sections pdf. Please advise.

**Response:** 1.3.A should refer to Section 01 74 00 Cleaning and Waste Management

**56) Question:**

In the specifications it describes a security system to include door contacts, but nothing is shown on the drawings. Is a security system desired to be installed?

**Response:** Please see response #49

**57) Question:**

Please advise all locations security and intrusion detection is desired in Creative arts buildings 100,200,300,400.

**Response:** Please see response #49

**58) Question:**

Please advise if EMS system is to monitor intrusion detection system.

**Response:** Please see response #49

**59) Substitution Request:**

Standing seam and metal siding substitution request.

**Response:** Morin SWL-18. Substitution for Metal Standing Seam Roof and Wall is conditionally approved provided all requirements in the contract documents are met.

**60) Question:**

It says reads- shelf fence is “ CRSL-Satin Chrome” This either points to CSRL the manufacturer or possibly Rev-A-Shelf product for “shoe rail” for closets which would come in fairly short lengths. Please clarify or provide a specific manufacturer and product number for the shelf fence.

**Response:** Manufacturer is “Rev-a-Shelf”, model is “CSRSL” (shoe rail) color is Satin Chrome. It comes in different sizes provide full length of shelf (does not need to be continuous). Leaving 1” space between the rails is acceptable.

**61) Question:**

Specifications 1.4, A 3,b state to indicate the method of seismic construction by “WI seismic test code number” , 3.3,A states “comply with requirements of WI, and code for seismic attachment and bracing”. Is this job to be WI CSIP compliant?

**Response:** this is a WI Certified Compliance label Project and will follow the requirement of WI seismic construction method. It’s not a Certified Seismic Installation Program (CSIP)

**62) Question:**

PA system specification seems to be missing. Device “ADA8” from functional diagram missing from specification. Please provide this missing info so we may complete your bid. “SG” speakers from PA functional diagram do not appear on the RCPs, please clarify.

**Response:** PA System is hardware based as part of the IP clock system, and is Owner furnished / Owner installed. Contractor responsibility for PA/Clock is the clock network receptacles already shown on the plans

**63) Question:**

We have searched the bid documents for that project and have only found performance and payment bonds that are specified. Do you have a bid bond you want to be used? If not, can you please confirm that a general AIA Bid Bond form will comply with the requirements for the bid?

**Response:** Standard AIA Bid Bond form is acceptable.

**64) Question:**

a) Please advise if it is acceptable to use an R21 un-faced insulation at the exterior walls.

**Response:** This would be a substitution and should be submitted as such. Refer to Section 07 21 00 Thermal Bldg Insulation and Division 0 & 1 for substitution requirements. We are aware that there is a current shortage of faced insulation, providing unfaced w/ a sheet product by same manufacturer could be an acceptable alternative.

b) Please also advise if it is acceptable to install an R15, 3.5" insulation for sound absorption within interior walls.

**Response:** This would be a substitution and should be submitted as such. Refer to Section 09 80 00 Acoustical insulation requirements for Sound Rated Walls and Division 0 & 1 for substitution requirements.

**65) Question:**

E221-2 shows (2) types of walker Duct please advise type of data and power outlets needed in walker duct. Please indicate how often they should be provided in the duct.

**Response:** #2 Walker Duct (power) – provide (4) activations, (1) at each row of desks, with a duplex 20A power receptacle in each. Provide wiring for all (3) power circuits noted at the junction box at the end of the walker duct, and extend all 3 circuits the entire length of the duct, marked with circuit number at each activation. Alternate circuits at each row (1 circuit used twice)

#4 Walker Duct (data) - provide (4) activations, (1) at each row of desks, with a 6-jack data receptacle in each. Provide (24) cat-6A in duct to wall, then up to ceiling space and on to telecom room. Tie each jack to a separate cable.

**66) Question:**

Does a project specific Bid Bond Form exist or can a generic form from the Bidder's Surety Company be used?

**Response:** Related to Question 63. Use AIA Bid Bond form or equivalent

**67) Question:**

In specifications page 27 00 00-2, section 1.2 it states work not included are Hubs, switches, routers, transceivers and other active network equipment. This is in conflict with drawing E503 Detail 3 and 4. It mentions to supply (2) Cisco 9200 Series POE switches per building. Are the switches to be included or not in bid?

**Response:** (2) Cisco 9200 48-port PoE switches for each building are to be included in the Bid per the details

**68) Question:**

Please advise the height of light standards to be provided with Light Fixture N.

**Response:** Provide 20' round straight aluminum pole (5-in OD, 0.156-in minimum thickness, min EPA 1.5 at 100-MPH), Valmont Model R-200050505S4-D1-DNA or equal

**69) Question:**

If a conflict is found between the plans and specs, which supersedes?

**Response:** Refer to Section 00 70 00, 1.2, 1.2.1.3

**70) Question:**

Mixing stations require 120v power for controls and is not shown on E sheets. Please clarify if Div. 26 provides power.

**Response:** Per mechanical design, mixing stations do not require power.

**71) Question:**

I am Requesting Information on the College of the Redwoods Creative Arts Building Project. In the specifications it describes a security system to include door contacts, but nothing is shown on the drawings. Is a security system desired to be installed?

**Response:** Please see response #49

**72) Question:**

Please note the attached substitution request received from a supplier (Marker Boards). Is this substitution acceptable?

**Response:** Substitution for 10 11 00 Visual Display Surfaces (NACO Series 1000) is conditionally approved provided all requirements in the contract documents are met.

**73) Question:**

Specified carpet is stiff material and won't be able to bend over a riser. We recommend using a Tarkett VCD-XX 1/4" stair nose at each lecture hall step. Please advise if this is acceptable.

**Response:** provide Tarkett VCD-XX @ each elevation change in rooms 251 Music Lab and 301 Lecture.

**74) Question:**

"Please confirm quantity of Cisco 9200 POE Switches required and if all switches will be 48-Port? "

**Response:** Total of (8) 48-port switches required, 2 per building as noted in the elevations.

**75) Question:**

"Regarding RFI question an answer #24:

Response: Provide 12-strand FO between LRC and MDF, Provide 6-strand FO between MDF and each IDF, assume 1800-ft of FO in existing conduit for run to LRC

Per spec section: Drawing page E503, detail 2 calls for armored 6 and 12-strand fiber. Is Armored Fiber optical cable required? Many Armored outdoor fibers have minimum order quantities - for example (to maintain Panduit warranty through-out) General Indoor/Outdoor SM, Riser Armored Cable has a minimum order quantity of 3,281'"

**Response:** FO cable to the MDF and between MDF and IDF's shall be armored cable as noted in the drawings. Corning 012E8F-31131-A1 or equal.

**76) Question:**

Please advise if the BIM system is to be included in the project. If so, should the cost for BIM be a break out number on the bid form.

**Response:** Please see response #50

**77) Question:**

It is not typical for us to quote these SS tops. Will our bid be disqualified if we cannot include a quote for these? We will include sub base for SS tops.

**Response:** These tops are part of the Work. They cannot be excluded.

**SECTION 00 52 00  
AGREEMENT FORMS**

**CONSTRUCTION AGREEMENT**

**CONTRACT NO.** \_\_\_\_\_  
(Construction Agreement)

=====  
**This Agreement shall not be enforceable until ratified and approved by the Redwoods Community College District’s Governing Board. The estimated board meeting is October 5, 2021.**

(§1.1) Parties: (Public Agency) **REDWOODS COMMUNITY COLLEGE DISTRICT**  
7351 Tompkins Hill Rd., Eureka, CA 95501

(Contractor) \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_

(§1.2) Effective Date: \_\_\_\_\_

(§1.3) The Work: **Creative Arts Building**

(§1.4) Substantial Completion Time (for Creative Arts Building): **521 Calendar Days** from the Notice to Proceed.

(§1.4.1) Final Completion Milestone for Creative Arts Building: **45 Calendar Days** from Substantial Completion.

(§1.4.2) Contract Final Completion: **105 Calendar Days** from 1.4.1 Final Completion Milestone

(§1.5) The Bidder acknowledges that this project contains a Final Completion Milestone and bidder agrees that this milestone must be substantially completed and accepted by the Owner before a written “Notice to Proceed” is issued for the demolition of the existing Art Building. Bidder also agrees to pay, as liquidated damages the amounts specified below for each consecutive calendar day after the expiration of the consecutive calendar days allowed for each phase.

(§1.5.1) Liquidated Damages, Substantial Completion **\$2,000/** per calendar day Work is delayed

(§1.5.2) Liquidated Damages, Remaining Work and Final Completion: **\$1,000 /** per calendar day Remaining Work is delayed for 1) Final Completion Milestone of the Creative Arts Complex and 2) Final Completion of demolition of the existing Creative Arts Building.

(§1.6) Public Agency's Agent: **REDWOODS COMMUNITY COLLEGE DISTRICT (“District”)**

(§1.7) Contract Sum: **MILLION, THOUSAND, HUNDRED DOLLARS and NO CENTS**  
**(\$00,000,000.00)**



**2. SCOPE OF WORK:**

The Work consists of abatement and demolition of an existing Creative Arts Building and the construction of (5) new one story, wood framed buildings, utilities, storm drain, landscape, irrigation & other site development. Interior alterations to an existing boiler room that is part of the Physical Education Building, and other Work indicated in the Contract Documents.

**3. WORK CONTRACT, CHANGES**

- (a) By their signatures below, effective on the above date, these parties promise and agree as set forth in this Agreement, incorporating by these references labor and materials contained in Section 2, Scope of Work.
- (b) Contractor shall, at Contractor's own cost and expense, and in a workmanlike manner, fully and faithfully perform and complete the work; and will furnish all materials, labor, services, equipment, and transportation necessary, convenient and proper in order fairly to perform the requirements of this contract, all strictly in accordance with the Public Agency's plans, drawings and specifications.
- (c) The work can be changed only with Public Agency's prior written order specifying such change and its cost agreed to by the parties; and the Public Agency shall never have to pay more than specified in Section 1.7 without such an order.

**4. TIME: NOTICE TO PROCEED AND ACCEPTANCE**

- (a) Contractor shall start this work as directed in the specifications or the Notice to Proceed and shall complete it as specified in Section 1, Completion Time.
- (b) Remaining Work after Substantial Completion. If the Architect or District determines that the work required by the Contract is Substantially Complete during any inspection conducted pursuant to this Agreement or Specification Section 01 77 00, Closeout Procedures, the Contractor shall be notified of that determination and the District shall determine if there is Remaining Work. A list of Remaining Work shall be issued only by the District or the Architect and only after the District has certified Substantial Completion. The District or Architect shall give the Contractor the necessary instructions for correction or completion of the Remaining Work, and the Contractor shall immediately comply with and execute such instructions within the Contract Time. Upon completion of the Remaining Work, another inspection shall be made that shall constitute the Final Inspection, provided the Remaining Work has been completed to the satisfaction of the District. If the remaining work has been completed to the satisfaction of the District, the District shall make the final acceptance and notify the Contractor in writing of this acceptance as of the date of Final Inspection.
- (c) Final Acceptance – Upon due notice from the Contractor of completion of the entire project, the District shall make an inspection. If all construction provided for and contemplated by the contract is found to be completed to the District's satisfaction, then that inspection shall constitute the Final Inspection and the District shall notify the Contractor in writing of final acceptance effective as of the date of the Final Inspection.
- (d) Default for failure to Complete Remaining Work In the event the Contract Time expires before the Remaining Work is completed to the satisfaction of the District, the District may provide notice to the

Contractor that the Remaining Work shall be completed by Contractor to the satisfaction of the District within ten consecutive calendar days from the date of such notice. The failure of the Contractor to satisfactorily complete the Remaining Work within the ten days shall entitle to District to declare Contractor in default and thereafter terminate the Contract. The ten-day notice provided under this paragraph shall not be construed as adding any time to the Contract Time and is a time period solely for the purposes of providing notice of default.

- (e) Application for Final Payment. After the Contractor has completed all Remaining Work to the satisfaction of the District and delivered all maintenance and operating instructions, schedules, guarantees, warranties, bonds, certificates of inspection, marked-up record documents and other documents as required by the Contract, and after the District or Architect has indicated that the work is acceptable, Contractor may make application for final payment following the Payments Procedures for progress payments. The final application for payment shall be accompanied by all documentation called for in the Contract Documents, together with complete and legally effective releases or waivers (satisfactory to the District) of all liens arising out of or filed in connection with the work on the project.
- (f) Final Payment and Acceptance. If the Architect determines that the work has been completed and the Contractor’s other obligations under the Contract have been fulfilled, the Architect shall, within ten working days after receipt of the final application for payment, indicate in writing the Architect’s recommendation of payment and present the application to District for payment. Thereupon the Architect shall prepare a Certificate of Final Completion. Otherwise, Architect shall return the application to Contractor indicating in writing the reasons for refusing to recommend final payment. Contractor shall make the corrections identified in the Architect’s refusal to recommend final payment. Thirty days after presentation to District of the application and accompanying documentation, with the Architect’s recommendation and notice of acceptability of the work, the amount recommended by Architect shall be come due and payable by District to Contractor.

**5. LIQUIDATED DAMAGES**

**5.1 LIQUIDATED DAMAGES - SUBSTANTIAL COMPLETION**

If the Contractor fails to complete this contract and this Work within the time fixed therefore, allowance being made for contingencies as provided herein, Contractor becomes liable to the Public Agency for all its loss and damage there from; and because, from the nature of the case, it is and will be impracticable and extremely difficult to ascertain and fix the Public Agency's actual damage from any delay in performance hereof, it is agreed that Contractor will pay as liquidated damages to the Public Agency the reasonable sum specified in Section 1, the result of the parties' reasonable endeavor to estimate fair average compensation therefore, for each calendar day's delay in finishing said Work or Phase of Work; and if the same be not paid, Public Agency may, in addition to its other remedies, deduct the same from any money due or to become due Contractor under this Contract. If the Public Agency for any cause authorizes or contributes to a delay, suspension of work or extension of time, its duration shall be added to the time allowed for completion, but it shall not be deemed a waiver nor be used to defeat any right of the Agency to damages for non-completion or delay hereunder. Pursuant to Government Code Section 4215, the Contractor shall not be assessed liquidated damages for delay in completion of the work, when such delay was caused by the failure of the Public Agency or the owner of a utility to provide for removal or relocation of existing utility facilities.

**5.2 LIQUIDATED DAMAGES-THE REMAINING WORK.**

The Remaining Work, as such work is determined by the Public Agency or Public Agency’s Representative, shall be completed within the Contract Time or any proper extension thereof granted by Public Agency. If the Contractor shall neglect, fail or refuse to complete the Remaining Work within the Contract Time or any proper extension thereof granted by the Public Agency, then the Contractor does hereby agree, as part consideration for the awarding of this Contract, to pay to the Public Agency the amount specified in the Contract, not as a penalty but as liquidated damages for the Remaining Work for each such breach of Contract set forth herein for each and every consecutive calendar day that the Contractor shall be in default after expiration of the Contract Time.

**6. INTEGRATED DOCUMENTS**

The plans, drawings and specifications and special provisions of the Public Agency's Invitation to Bid, and Contractor's accepted bid for this work are hereby incorporated into this Contract; and they are intended to cooperate, so that anything exhibited in the plans or drawings and not mentioned in the specifications or special provisions, or vice versa, is to be executed as if exhibited, mentioned and set forth in both, to the true intent and meaning thereof when taken all together; and differences of opinion concerning these shall be finally determined by the Public Agency.

**7. PAYMENT**

- (a) For strict and literal fulfillment of these promises and conditions, and full compensation for all this work, the Public Agency shall pay the Contractor the sum specified in Section 1, except that in unit price contracts the payment shall be for finished quantities at unit bid prices.
- (b) On or about the first day of each calendar month, the Contractor shall submit to the Public Agency a verified application for payment, supported by a statement showing all materials actually installed during the preceding month, the labor expended thereon, and the cost thereof; whereupon, after checking, the Public Agency shall issue to Contractor a certificate for the amount determined to be due, minus five (5%) percent thereof pursuant to the Public Agency’s General Terms and Conditions, but not until defective work and materials have been removed, replaced and made good.

**8. PAYMENTS WITHHELD**

- (a) The Public Agency or its agent may withhold any payment, or because of later discovered evidence nullify all or any certificate for payment, to such extent and period of time only as may be necessary to protect the Public Agency from loss because of:
  - (1) Defective work not remedied, or work not completed, or
  - (2) Claims filed or reasonable evidence indicating probable filing, or
  - (3) Failure to properly pay subcontractors or for material or labor, or
  - (4) Reasonable doubt that the work can be completed for the balance then unpaid, or
  - (5) Damage to another contractor, or

- (6) Damage to the Public Agency, other than damage due to delays.
- (b) The Public Agency shall use reasonable diligence to discover and report to the Contractor, as the work progresses, the materials and labor which are not satisfactory to it, so as to avoid unnecessary trouble or cost to the Contractor in making good any defective work or parts.
- (c) Thirty-five (35) calendar days after Public Agency files its notice of completion of the entire work, it shall issue a certificate to the Contractor and pay the balance of the contract price after deducting all amounts withheld under this contract, provided the Contractor shows that all claims for labor and materials have been paid, no claims have been presented to the Public Agency based on acts or omissions of the Contractor, and no liens or withhold notices have been filed against the work or site, and provided there are not reasonable indications of defective or missing work or of late-recorded notices of liens or claims against Contractor.

**9. INSURANCE**

**Contractor’s Liability Insurance:** Before the commencement of the Work, the Contractor shall purchase from and maintain in a company or companies lawfully authorized to do business in California as admitted carriers with a financial rating of at least A status as rated in the most recent edition of Best’s Insurance Reports or as amended by the Supplementary General Conditions, if any, such insurance as will protect the Public Agency from claims set forth below, which may arise out of or result from the Contractor’s operations under the Contract and for which the Contractor may be legally liable, whether such operations are by the Contractor, by a Subcontractor, by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable.

- (a) Claims for damages because of bodily injury, sickness, disease, or death of any person. District would require indemnification and coverage for employee claim;
- (b) Claims for damages insured by usual personal injury liability coverage, which are sustained by a person as a result of an offense directly or indirectly related to employment of such person by the Contractor or by another person;
- (c) Claims for damages because of injury or destruction of tangible property, including loss of use resulting therefrom, arising from operations under the Contract Documents;
- (d) Claims for damages because of bodily injury, death of a person, or property damage arising out of the ownership, maintenance, or use of a motor vehicle, all mobile equipment, and vehicles moving under their own power and engaged in the Work;
- (e) Claims involving contractual liability applicable to the Contractor’s obligations under the Contract Documents, including liability assumed by and the indemnity and defense obligations of the Contractor and the Subcontractors; and
- (f) Claims involving Completed Operations, Independent Contractors’ coverage, and Broad Form property damage, without any exclusions for collapse, explosion, demolition, underground coverage, and excavating. (XCU)
- (g) Claims involving sudden or accidental discharge of contaminants or pollutants.

**Subcontractor Insurance Requirements:** The Contractor shall require its Subcontractors to take out and maintain similar public liability insurance and property damage insurance as required under the above

paragraph, titled "Contractor's Liability Insurance, in amounts commensurate with the value of the subcontract. A "claims made" or modified "occurrence" policy shall not satisfy the requirements of the above paragraph, titled "Contractor's Liability Insurance, without prior written approval of the District.

**Additional Insured Endorsement Requirement:** The Contractor shall name, on any policy of insurance, the District, Architect, Construction Manager, Inspector, the State of California, their officers, employees, agents and independent contractors as Additional Insured. Subcontractors shall name the Contractor, the District, Architect, Construction Manager, Inspector, the State of California, their officers, employees, agents and independent contractors as Additional Insured.

The Additional Insured Endorsement included on all such insurance policies shall be on a CG 2010 11 85 form, CG2033 07 04 (Operations) and a CG2037 07 04 (Completed Operations) or their equivalent, and shall state that coverage is afforded the additional insured with respect to claims arising out of operations and Completed Operations performed by or on behalf of the insured. If the Additional Insured have other insurance which is applicable to the loss, such other insurance shall be on an excess or contingent basis. The insurance provided by the Contractor must be designated in the policy as primary to any insurance obtained by the Public Agency. The amount of the insurer's liability shall not be reduced by the existence of such other insurance.

**Workers' Compensation Insurance:** During the term of this Contract, the Contractor shall provide workers' compensation insurance for all of the Contractor's employees engaged in Work under this Contract on or at the Site of the Project and, in case any of the Contractor's Work is subcontracted, the Contractor shall require the Subcontractor to provide workers' compensation insurance for all the Subcontractor's employees engaged in Work under the subcontract. Any class of employee or employees not covered by a Subcontractor's insurance shall be covered by the Contractor's insurance. In case any class of employees engaged in Work under this Contract on or at the Site of the Project is not protected under the Workers' Compensation laws, the Contractor shall provide or cause a Subcontractor to provide adequate insurance coverage for the protection of those employees not otherwise protected. The Contractor shall file with the District certificates of insurance as required under Section 00 70 00, Article 11.6, and in compliance with Labor Code § 3700.

**Specific Insurance Requirement:** Contractor shall take out and maintain and shall require all subcontractors, if any, whether primary or secondary, to take out and maintain:

- (a) Workers' Compensation Insurance: \$1,000,000.00; Contractor is aware of and complies with Labor Code Section 3700 and the Worker's Compensation Law.
- (b) Comprehensive General Liability Insurance with a combined single limit per occurrence of not less than \$5,000,000.00 and \$10,000,000.00 project specific aggregate, or Commercial General Liability Insurance (including automobile insurance) which provides limits of not less than:
 

(1)	Per occurrence (combined single limit)	\$5,000,000.00
(2)	Project Specific Aggregate (for this project only)	\$10,000,000.00
(3)	Products and Completed Operations	\$5,000,000.00
- (c) Insurance Covering Special Hazards

The following Special hazards shall be covered by riders or riders to above mentioned public liability insurance or property damage insurance policy or policies of insurance, in amounts as follows:

- (1) Automotive and truck where operated in amounts \$1,000,000.00
- (2) Material Hoist where used in amounts \$1,000,000.00
- (3) Explosion, Collapse and Underground (XCU coverage) \$1,000,000.00

- (d) In addition, provide Excess Liability Insurance coverage in the amount of Two Million Dollars (\$2,000,000.00).
- (e) There shall be no endorsements or exclusions related to soils movement or subsidence including: soil erosion, freezing or thawing, improperly compacted soil or construction defects, roots of trees or shrubs, collapse of storm or sewer drains, or natural occurring shrink or swell soil.

**Builder’s Risk/ “All Risk” Insurance/** Course-of-Construction Insurance Requirements: The Contractor, during the progress of the Work and until final acceptance of the Work by District upon completion of the entire Contract, shall maintain Builder’s Risk, Course of Construction or similar first party property coverage issued on a replacement cost value basis consistent with the total replacement cost of all insurable Work and the Project included within the Contract Documents. Coverage is to insure against all risks of accidental direct physical loss, and must include, by the basic grant of coverage or by endorsement, the perils of vandalism, malicious mischief (both without any limitation regarding vacancy or occupancy), fire, sprinkler leakage, civil authority, sonic boom, earthquake, flood, collapse, wind, lightning, smoke and riot. The coverage must include debris removal, demolition, increased costs due to enforcement of building ordinance and law in the repair and replacement of damage and undamaged portions of the property, and reasonable costs for the Architect’s and engineering services and expenses required as a result of any insured loss upon the Work and Project which is the subject of the Contract Documents, including completed Work and Work in progress, to the full insurable value thereof. Such insurance shall include the District and the Architect as additional named insureds, and any other person with an insurable interest as designated by the District. The **maximum deductible** for this policy shall be **no greater than \$25,000** unless approved by the District.

The Contractor shall submit to the District for its approval all items deemed to be uninsurable. The risk of the damage to the Work due to the perils covered by the “Builder’s Risk/All Risk” Insurance, as well as any other hazard which might result in damage to the Work, is that of the Contractor and the surety, and no claims for such loss or damage shall be recognized by the District nor will such loss or damage excuse the complete and satisfactory performance of the Contract by the Contractor.

**10. BONDS**

**Bond Requirements:** Prior to commencing any portion of the Work, the Contractor shall furnish separate payment and performance bonds for its portion of the Work which shall cover 100% faithful performance of and payment of all obligations arising under the Contract Documents and/or guaranteeing the payment in full of all claims for labor performed and materials supplied for the Work. All bonds shall be provided by a corporate surety authorized and admitted to transact business in California as sureties.

To the extent, if any, that the Contract Price is increased in accordance with the Contract Documents, the Contractor shall, upon request of the Public Agency, cause the amount of the bonds to be increased accordingly and shall promptly deliver satisfactory evidence of such increase to the Public Agency. To the extent available, the bonds shall further provide that no change or alteration of the Contract Documents (including, without limitation, an increase in the Contract Price, as referred to above), extensions of time, or modifications of the time, terms, or conditions of payment to the Contractor will release the surety. If the Contractor fails to furnish the required bonds, the Public Agency may terminate the Contract for cause.

On signing this contract, Contractor shall deliver to Public Agency for approval good and sufficient bonds with sureties, in amount(s), specified in the specifications or special provisions, guaranteeing faithful performance of this contract and payment for all labor and materials hereunder.

**11. FAILURE TO PERFORM**

If the Contractor at any time refuses or neglects, without fault of the Public Agency or its agent(s), to supply sufficient materials or workers to complete this agreement and work as provided herein, for a period of ten days or more after written notice thereof by the Public Agency, the Public Agency may furnish same and deduct the reasonable expenses thereof from the contract price.

**12. LAWS APPLY: General**

Both parties recognize the applicability of various federal, state and local laws and regulations, especially Chapter 1 of Part 7 of the California Labor Code (beginning with Section 1720, and including Sections 1735, 1777.5, 1777.6, forbidding discrimination) and intend that this agreement complies therewith. The parties specifically stipulate that the relevant penalties and forfeitures provided in the Labor Code, especially in Sections 1775, 1776, and 1813, concerning prevailing wages and hours, shall apply to this agreement as though fully stipulated herein.

**13. SUBCONTRACTORS**

Public Contract Code Sections 4100-4113 are incorporated herein.

**14. WAGE RATES**

- (a) Pursuant to Labor Code Section 1773, the Director of the Department of Industrial Relations has ascertained the general prevailing rates of wages per diem, and for holiday and overtime work, in the locality in which this work is to be performed, for each craft, specified in the call for bids for this work and are on file with the Public Agency, and are hereby incorporated herein.
- (b) This schedule of wages is based on a working day of eight (8) hours unless otherwise specified; and the daily rate is the hourly rate multiplied by the number of hours constituting the working day. When less than that number of hours are worked, the daily wage rate is proportionately reduced, but the hourly rate remains as stated.
- (c) The Contractor, and all subcontractors, must pay at least these rates to all persons on this work, including all travel, subsistence, and fringe benefit payments provided for by applicable collective bargaining agreements. All skilled labor not listed above must be paid at least the wage scale

established by collective bargaining agreement for such labor in the locality where such work is being performed. If it becomes necessary for the Contractor or any subcontractor to employ any person in a craft, classification or type of work (except executive, supervisory, administrative, clerical or other non-manual workers as such) for which no minimum wage rate is specified, the contractor shall immediately notify the Public Agency which shall promptly determine the prevailing wage rate therefore and furnish the Contractor with the minimum rate based thereon, which shall apply from the time of the initial employment of the person affected and during the continuance of such employment.

**15. HOURS OF LABOR**

Eight hours of labor in one calendar day constitutes a legal day's work, and no worker employed at any time on this work by the Contractor or by any subcontractor shall be required or permitted to work longer thereon except as provided in Labor Code Sections 1810-1815.

**16. APPRENTICES**

Properly indentured apprentices may be employed on this work in accordance with Labor Code Sections 1777.5 and 1777.6, forbidding discrimination.

**17. PREFERENCE FOR MATERIALS**

The Public Agency desires to promote the industries and economy of Humboldt County, and the Contractor therefore promises to use the products, workers, laborers and mechanics of this County in every case where the price, fitness and quality are at least equal.

**18. ASSIGNMENT**

This agreement binds the heirs, successors, assigns, and representatives of the Contractor; but Contractor cannot assign it in whole or in part, nor any monies due or to become due under it, without the prior written consent of the Public Agency and the Contractor's surety or sureties, unless they have waived notice of assignment.

**19. NO WAIVER BY PUBLIC AGENCY**

Inspection of the work and/or materials, or approval of work and/or materials inspected, or statement by any officer, agent or employee of the Public Agency indicating the work or any part thereof complies with the requirements of this contract, or acceptance of the whole or any part of said work and/or materials, or payments therefore, or any combination of these acts, shall not relieve the Contractor of Contractor's obligation to fulfill this contract as prescribed; nor shall the Public Agency be thereby stopped from bringing any action for damages or enforcement arising from the failure to comply with any of the terms and conditions hereof.



**20. HOLD HARMLESS AND INDEMNITY**

- (a) Contractor promises to and shall hold harmless and indemnify from the liabilities as defined in this section.
- (b) The Indemnitees benefited and protected by this promise are the Public Agency and its elective and appointive boards, commissions, officers, agents and employees.
- (c) The liabilities protected against are any liability or claim for damage of any kind allegedly suffered, incurred or threatened because of actions defined below, including personal injury, death, property damage, inverse condemnation, or any combination of these, regardless of whether or not such liability, claim or damage was unforeseeable at any time before the Public Agency approved the improvement plan or accepted the improvements as completed, and including the defense of any suit(s) or action(s) at law or equity concerning these.
- (d) The actions causing liability are any act or omission (negligent or non-negligent) in connection with the matters covered by this contract and attributable to the contractor, subcontractor(s), or any officer(s), agent(s), or employee(s) of one or more of them.
- (e) Non-conditions: The promise and agreement in this section is not conditioned or dependent on whether or not any Indemnities has prepared, supplied, or approved any plan(s), drawing(s), specifications(s) or special provision(s) in connection with this work, has insurance or other indemnification covering any of these matters, or that the alleged damage resulted partly from any negligent or willful misconduct of any Indemnities.

**21. EXCAVATION**

Contractor shall comply with the provisions of Labor Code Section 6705, if applicable, by submitting to Public Agency a detailed plan showing the design of shoring, bracing, sloping, or other provisions to be made for worker protection from the hazard of caving ground during trench excavation.

**22. Not Used**

**23. WARRANTY**

- (a) In addition to any other warranties or guaranties in the Contract Documents, the Contractor warrants, except as provided in paragraph (i) of this clause, that work performed under this contract conforms to the contract requirements and is free of any defect in equipment, material, or design furnished, or workmanship performed by the Contractor or any subcontractor or supplier at any tier.
- (b) (This warranty shall continue for a period of 1 year from the date of final acceptance of the Work, unless otherwise provided or extended in the Contract Documents. If the District takes possession of any part of the work before final acceptance, this warranty shall continue for a period of 1 year from the date the District takes possession.
- (c) The Contractor shall remedy at the Contractor’s expense any failure to conform, or any defect. In addition, the Contractor shall remedy at the Contractor’s expense any damage to District-owned or controlled real or personal property, when that damage is the result of—

- (1) The Contractor’s failure to conform to contract requirements; or
  - (2) Any defect of equipment, material, workmanship, or design furnished.
- (d) The Contractor shall restore any work damaged in fulfilling the terms and conditions of this clause. The Contractor’s warranty with respect to work repaired or replaced will run for 1 year or as otherwise provided or extended from the date of repair or replacement.
- (e) The District shall notify the Contractor, in writing, within a reasonable time after the discovery of any failure, defect, or damage.
- (f) If the Contractor fails to remedy any failure, defect, or damage within a reasonable time after receipt of notice, the District shall have the right to replace, repair, or otherwise remedy the failure, defect, or damage at the Contractor’s expense.
- (g) With respect to all warranties, express or implied, from subcontractors, manufacturers, or suppliers for work performed and materials furnished under this contract, the Contractor shall—
- (1) Obtain all warranties that would be given in normal commercial practice;
  - (2) Require all warranties to be executed, in writing, for the benefit of the District, if directed by the District; and
  - (3) Enforce all warranties for the benefit of the District, if directed by the District.
- (h) In the event the Contractor’s warranty under paragraph (b) of this clause has expired, the District may bring suit at its expense to enforce a subcontractor’s, manufacturer’s, or supplier’s warranty.
- (i) Unless a defect is caused by the negligence of the Contractor or subcontractor or supplier at any tier, the Contractor shall not be liable for the repair of any defects of material or design furnished by the District nor for the repair of any damage that results from any defect in District-furnished material or design.
- (j) This warranty shall not limit the District’s rights under the Inspection and Acceptance clause of this contract with respect to latent defects, gross mistakes, or fraud.

**24. CONSEQUENTIAL DAMAGES**

The Contractor and Public Agency waive Claims against each other for consequential damages arising out of or relating to this Contract. This mutual waiver includes:

- (a) Damages incurred by the Public Agency for rental expenses, for losses of use, income, profit, financing, business and reputation, and for loss of management or employee productivity or of the services of such persons; and
- (b) Damages incurred by the Contractor for principal office expenses including the compensation of personnel stationed there, for losses of financing, business and reputation, and for loss of profit except anticipated profit arising directly from the Work.

This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination. Nothing contained in this subparagraph shall be deemed to preclude an award of liquidated direct damages, when applicable, in accordance with the requirements of the Contract Documents.

## **25. HAZARDOUS MATERIALS**

- (a) If reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including but not limited to asbestos, lead or polychlorinated biphenyl (PCB), encountered on the site by the Contractor, the Contractor shall, upon recognizing the condition, immediately stop Work in the affected area and report the condition to the Public Agency in writing.
- (b) The Public Agency shall obtain the services of a licensed laboratory to verify the presence or absence of the material or substance reported by the Contractor and, in the event such material or substance is found to be present, to verify that it has been rendered harmless. The Public Agency shall furnish in writing to the Contractor the names and qualifications of persons or entities who are to perform tests verifying the presence or absence of such material or substance or who are to perform the task of removal or safe containment of such material or substance. When the material or substance has been rendered harmless, Work in the affected area shall resume upon written notification from the Public Agency and Contractor. The Contract Time shall be extended appropriately.

## **26. SAFETY**

- (a) **Safety Programs.** In addition to and as required by other Sections of the Contract Documents, the Contractor shall be solely responsible for initiating, maintaining and supervising all safety programs required by applicable law, ordinance, regulation or governmental orders in connection with the performance of the Contract, or otherwise required by the type or nature of the Work. The Contractor's safety program shall include all actions and programs necessary for compliance with California or federally statutorily mandated workplace safety programs, including without limitation, compliance with the California Drug Free Workplace Act of 1990 (California Government Code §§8350 et seq.). Without limiting or relieving the Contractor of its obligations hereunder, the Contractor shall require that its Subcontractors similarly initiate and maintain all appropriate or required safety programs. Prior to commencement of Work, the Contractor shall meet with the campus Buildings and Grounds Manager, Project Manager, and Construction Manager to review Contractor's safety precautions and implementation of safety programs during the Work.
- (b) **Safety Precautions.** In addition to and as required by other Sections of the Contract Documents, the Contractor shall be solely responsible for initiating and maintaining reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury or loss to: (i) employees on the Work and other persons who may be affected thereby; (ii) the Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody or control of the Contractor or the Contractor's Subcontractors or Sub-subcontractors; and (iii) other property or items at the site of the Work, or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction. The Contractor shall take adequate precautions and measures to protect existing roads, sidewalks, curbs, pavement, utilities, adjoining property and improvements thereon (including

without limitation, protection from settlement or loss of lateral support) and to avoid damage thereto. Without adjustment of the Contract Price or the Contract Time, the Contractor shall repair, replace or restore any damage or destruction of the foregoing items as a result of performance or installation of the Work.

- (c) **Safety Signs, Barricades.** In addition to and as required by other Sections of the Contract Documents, the Contractor shall erect and maintain, as required by existing conditions and conditions resulting from performance of the Contract, reasonable safeguards for safety and protection of property and persons, including, without limitation, posting danger signs and other warnings against hazards, promulgating safety regulations and notifying Districts and users of adjacent sites and utilities.
- (d) **Safety Notices.** In addition to and as required by other Sections of the Contract Documents, the Contractor shall give or post all notices required by applicable law and comply with applicable laws, ordinances, rules, regulations and lawful orders of public authorities bearing on safety of persons or property or their protection from damage, injury or loss.

**27. Not Used**

**28. SIGNATURES AND ACKNOWLEDGEMENT**

**Public Agency, By:** \_\_\_\_\_  
Steve McKenzie, Director – Facilities and Planning

**Note to Contractor:** (1) Execute acknowledgement form below, and (2) if a corporation, affix Corporate Seal.

**Contractor,** hereby also acknowledging awareness of and compliance with Labor Code S1861 concerning Worker's Compensation Law.

**Contractor:**  
By: \_\_\_\_\_ (CORPORATE SEAL)  
(Designate Official Capacity – **COMPANY NAME**)

\_\_\_\_\_  
Print NAME and TITLE

\_\_\_\_\_  
License Number

\_\_\_\_\_  
Federal ID Number

**NOTARY PUBLIC**

=====

State of California )ss. ACKNOWLEDGEMENT (By Corporation, Partnership or Individual)  
County of Humboldt )

The person(s) signing above for Contractor, known to me in individual and business capacity as stated, personally appeared before me today and acknowledged that he/she/they executed it and that the corporation or partnership named above executed it.

Dated: \_\_\_\_\_

\_\_\_\_\_  
(NOTARIAL SEAL)

END OF SECTION 00 52 00