



ADDENDUM NO. 1

**TO
BID PROPOSAL
AND SPECIFICATIONS
FOR
SIDEWALK AND PEDESTRIAN IMPROVEMENTS
in
Antioch, California
FEDERAL AID NO. SRTS 5038 (024)**

P.W. 409-3

ISSUED: January 28, 2015

This Addendum No. 1 must be signed by the bidder and attached to the CONTRACT PROPOSAL PACKAGE for consideration by the City. The City reserves the right to disregard any proposal, which does not include this Addendum. The City may waive this requirement at its sole discretion.

SEE ATTACHED ADDENDUM ITEMS

Prepared By:


Ahmed Abu-Aly, P.E.

BIDDER'S CERTIFICATION

I acknowledge receipt of this Addendum No. 1 and accept all conditions contained herein.

Bidder's Signature

Date

Name of Company

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Item 1: SECTION SP8-04 TIME OF COMPLETION AND LIQUIDATED DAMAGES
shall be amended as follows:

"Contractor's attention is directed to Section 8-10, "Liquidated Damages", of the General Provisions of the Standard Specifications. Liquidated damages shall be assessed as follows: the Contractor shall pay to the City of Antioch **the sum of \$1,000 per day**, for each and every calendar day's delay in finishing the work in excess of the number of working days prescribed above."

Item 2: SECTION SP-6 LEGAL RELATIONS AND RESPONSIBILITIES, shall be amended as follows:

INDEMNIFICATION AND INSURANCE. Section 7-1.12, "Indemnification and Insurance," of the Standard Specifications is hereby deleted and replaced with the following:

RESPONSIBILITY / INDEMNIFICATION PROVISIONS. The Contractor shall indemnify and save harmless the City and its representatives (as defined below) from any and all claims, suits or actions of every name, kind and description, brought for, or on account of, injuries to or death of any person (including but not limited to employees of Contractor and its subcontractors) or damage to property from any cause whatsoever arising out of, connected to, or in any way related to the Contractor's work (including the work of its subcontractors) or performance of this Contract, except to the extent that such claims, suits or actions were caused by the sole negligence, active negligence or willful misconduct of the City or such indemnification is otherwise prohibited under applicable law. The duty of the Contractor to indemnify and save harmless includes the duties to defend as set forth in Section 2778 of the Civil Code. This indemnification shall survive termination of the Contract.

The Contractor's indemnity obligation shall not extend to claims to the extent they arise from any defective or substandard condition of the roadway which existed at or prior to the time the Contractor commenced work, unless this condition has been changed by the work or the scope of the work requires the Contractor to maintain existing roadway facilities and the claim arises from the Contractor's failure to maintain.

The Contractor waives any and all rights to any type of express or implied indemnity against the City and its representatives. It is expressly understood and agreed that the Contractor shall indemnify and save harmless the City and its representatives from the type of claims, suits, or actions specified above regardless of the existence of the passive negligence of the City and/or its representatives.

As used herein, the term "representatives" shall refer to the City's Council members, City Manager, City Attorney, City Clerk, Treasurer, other officers, employees, agents, insurers, successors, assigns, and consultants. Contractor's obligations hereunder to the City and its representatives are independent and severable obligations. It is

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expressly understood and agreed that any consultants working for the City are independent contractors to the City, and any active negligence of such consultants shall not affect the Contractor's indemnification responsibilities to the City.

The Contractor's obligation to defend and indemnify shall not be excused because of the Contractor's inability to evaluate liability or because the Contractor evaluates liability and determines that the Contractor is not liable to the claimant. The Contractor will respond within 30 days to the tender of any claim for defense and indemnity by the City and its representatives, unless this time has been extended by the City and its representatives. If the Contractor fails to accept a tender of defense and indemnity within 30 days, in addition to any other remedy authorized by law, so much of the money due the Contractor under and by virtue of the Contract as shall reasonably be considered necessary by the City, may be retained by the City until disposition has been made of the claim or suit for damages, or until the Contractor accepts the tender of defense, whichever occurs first.

Nothing in the Contract is intended to make the public or any person a third party beneficiary under this Contract, nor is any term and condition or other provision of the Contract intended to establish a standard of care owed to the public or any member thereof.

INSURANCE PROVISIONS. The Contractor shall not commence work under this Contract until evidence has been furnished of the insurance coverage of the types and amounts specified in these Special Provisions. Such insurance shall provide adequate protection for the City of Antioch, its Council members, City Attorney, City Clerk, Treasurer, other officers, employees, agents, while acting in such capacity, and their successors or assignees, as they now or as they may hereinafter be constituted singly, jointly or severally, the United States of America, the State of California against all claims, liability damages and accidents of any kind.

The Contractor shall maintain such insurance in force during the life of this Contract. The Contractor shall furnish the City with satisfactory proof of insurance coverage as specified in these Special Provisions, and all policies shall provide for thirty days' written notice to the City by mail prior to cancellation, reduction in coverage, or expiration.

Neither approval by the City, nor a failure to disapprove insurance furnished by the Contractor, shall release the Contractor of full responsibility for all claims, liability, damages and accidents as set forth herein.

The Contractor shall not violate or permit to be violated any conditions or provisions of said policies of insurance, and at all times shall satisfy requirements of the insurers for the purpose of maintaining said insurance in effect.

If any claim is made by any third person against the Contractor or any subcontractor on account of any accident, the Contractor shall promptly report the fact in writing to the Insurance Carrier and the Engineer, giving full details of the claim.

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MINIMUM SCOPE AND LIMITS OF INSURANCE. Coverage shall be at least as broad as the following:

- A. Commercial General Liability (CGL): Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than \$5,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
- B. Automobile Liability: Insurance Services Office Form Number CA 0001 covering Code 1 (any auto), with limits no less than \$5,000,000 per accident for bodily injury and property damage.
- C. Workers' Compensation: Insurance as required by the State of California, with Statutory Limits, and Employers' Liability insurance with a limit of no less than \$1,000,000 per accident for bodily injury or disease.

If the contractor maintains higher limits than the minimums shown above, the City requires and shall be entitled to coverage for the higher limits maintained by the contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the Entity.

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DEDUCTIBLES AND SELF-INSURED RETENTIONS. Any deductibles or self-insured retentions must be declared to and approved by the City in writing. At the option of the City, either: the contractor shall cause the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its officers, officials, employees, and volunteers; or the Contractor shall provide a financial guarantee satisfactory to the City guaranteeing payment of losses and related investigations, claim administration, and defense expenses.

OTHER INSURANCE PROVISIONS. The insurance policies are to contain, or be endorsed to contain, the following provisions:

- A. Additional Insureds: The Entity, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations and automobiles owned, leased, hired, or borrowed by or on behalf of the Contractor. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO Form CG 20 10, CG 11 85 or both CG 20 10 10 01 and CG 20 37 10 01 forms if later revisions used).
- B. Project Claims: For any claims related to this project, the Contractor's insurance coverage shall be primary insurance as respects the City, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.
- C. Coverage Cancellation: Each insurance policy required by this clause shall provide that coverage shall not be canceled, except with notice to the Entity.

CLAIMS MADE POLICIES. If any coverage required is written on a claims-made coverage form:

- A. The retroactive date must be shown, and this date must be before the execution date of the contract or the beginning of contract work.
- B. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of contract work.
- C. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the contract effective, or start of work date, the Contractor must purchase extended reporting period coverage for a minimum of five (5) years after completion of contract work.
- D. A copy of the claims reporting requirements must be submitted to the City for review.
- E. If the services involve lead-based paint or asbestos identification/remediation, the Contractors Pollution Liability policy shall not contain lead-based paint or asbestos exclusions. If the services involve mold identification/remediation, the Contractors Pollution Liability policy shall not contain a mold exclusion, and the definition of Pollution shall include microbial matter, including mold.

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ACCEPTABILITY OF INSURERS. Insurance is to be placed with insurers with a current A.M. Best rating of no less than A:VII, unless otherwise acceptable to the Entity.

WAIVER OF SUBROGATION. Contractor hereby agrees to waive rights of subrogation which any insurer of Contractor may acquire from Contractor by virtue of the payment of any loss. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the Entity for all work performed by the Contractor, its employees, agents and subcontractors.

VERIFICATION OF COVERAGE. Contractor shall furnish the City with original certificates and amendatory endorsements, or copies of the applicable insurance language, effecting coverage required by this contract. All certificates and endorsements are to be received and approved by the City before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The Entity reserves the right to require complete, certified copies of all required insurance policies, including endorsements, required by these specifications, at any time.

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SUBCONTRACTORS. Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that City is an additional insured on insurance required from subcontractors. For CGL coverage subcontractors shall provide coverage with a format least as broad as CG 20 38 04 13.

SPECIAL RISKS OR CIRCUMSTANCES. City reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other circumstances.