November 20, 2012

ADDENDUM No. 2
Bid No.: 12-13/07
Merritt College
Building “A” Heating Upgrade Project

This Addendum modifies the original Bid Documents for the above Bid. Acknowledge receipt of this addendum in the space provided on the BID FORM. Failure to do so may subject Bidder to disqualification.

The original Bid Documents are updated by the information as follows:

CHANGES TO THE PROJECT MANUAL:

DOCUMENT 000730 - SMALL LOCAL BUSINESS ENTERPRISE and SMALL EMERGING LOCAL BUSINESS ENTERPRISE PROGRAM
A. Add new section (see attached).

DOCUMENT 000810 - ENVIRONMENTALLY SUSTAINABLE PROCUREMENT--CONSTRUCTION
A. Add new section (see attached).

DOCUMENT 000821 - SUPPLEMENTARY CONDITIONS - INSURANCE
A. Add new section (see attached).

DOCUMENT 004313 - BOND ACCOMPANYING BID
A. Delete existing Document and replace with new section (see attached).

DOCUMENT 007316 - SUPPLEMENTARY CONDITIONS – INSURANCE AND INDEMNIFICATION
A. Add new section (see attached).

All other terms and conditions of BID No. 12-13/07 to remain the same.
SMALL LOCAL BUSINESS ENTERPRISE and
SMALL EMERGING LOCAL BUSINESS ENTERPRISE PROGRAM

The District is committed to ensure equal opportunity and equitable treatment in awarding and managing its public contracts and has established an annual overall program goal of twenty-five percent participation for small local businesses. To facilitate opportunities for small local business, the District will use a maximum 5% bidding preference for SLBE and SELBE firms. The preference is only used for computation purposes to determine the winning bidder, the contract is awarded at the actual bid amount. Please review the following guidelines to see if your firm qualifies for the preference.

The 5% bidding preference for an SLBE and SELBE firms are for construction, personal and professional services, goods and services, maintenance, repairs, and operations where responsibility and quality are equal. The preference will be 5% of the bid amount of the lowest responsive responsible bidder, and may not exceed $50,000.00 for any bid.

A Non-SLBE/SELBE Prime Contractor who utilizes 25% of total bid amount, with SLBE or SELBE subcontractors (who meet the District’s Definition of an SLBE and SELBE), can also receive a maximum of 4% bidding preference, not to exceed $50,000.00 for any bid. (See below Subcontractors section.)

Definitions:

SLBE: A Small Local Business Enterprise is a business that has not exceeded gross annual revenue of 8.5 million dollars for a construction firm, or 6 million dollars for goods and non-professional services firm, or 3 million dollars for architecture, engineering and professional services firm, for the past three consecutive years and meets the below geographic location requirements.

SELBE: A Small Local Emerging Business Enterprise is a business that has not exceeded gross annual revenue of 1.5 million dollars for the past three consecutive years and meets the below geographic location requirements.

Commercially Useful Function: Shall mean a business is directly responsible for providing the materials, equipment, supplies or services to the District as required by the contract solicitation. The business performs work that is normal for its business services and carries out its obligation by actually performing, managing, or supervising the work involved. The business is not Commercially Useful if its 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 SLBE or SELBE participation.

Geographic Location Requirements:

- The business must be located at a fixed, established commercial address located in the District’s market area of Albany, Alameda, Berkeley, Emeryville, Oakland, or Piedmont, and not a temporary or movable office, a post office box, or a telephone answering service.

- If the business has an office outside of the District’s market area as well as an office within the market area, the office within the District’s market area must be staffed on a full time permanent basis with someone employed by the business.

- If requested, the business that has an office outside of the District’s market area must provide proof of one or more past contracts citing the business address (such as contracts to perform work, to rent space or equipment, or for other business services) was within the District’s market area at least one (1) year prior to the date of contract award. The one-year requirement does not apply to businesses whose sole establishment is located within the District’s market area.
Subcontractors:

Non-SLBE/SELBE Prime Contractors who use subcontractors, who meet the district definitions of SLBE and SELBE, may receive a maximum of 4% bidding preference if the following conditions are met:

1. 25% of total bid amount is with Subcontractors who meet the District’s definition of an SLBE and SELBE. The Prime Contractor must list each Subcontractor on the Subcontractor List form, clearly identifying the SLBE and SELBE status and the Dollar Amount of work each subcontractor will perform.

2. The Subcontractors must provide a Commercially Useful Function.

3. The Prime Contractor must maintain the Subcontractor percentages (based on the quoted dollar amounts) indicated in the Subcontractor List form at the time the Contract is awarded and throughout the term of the Contract.

4. The Prime Contractor must fill out sign the SLBE/SELBE Self Certification Affidavit and return it with the bid documents, and 48 hours after the bid opening the Prime Contractor must submit signed SLBE/SELBE Self Certification Affidavit from each of the SLBE and SELBE subcontractors listed in the Subcontractor form. The Subcontractor must agree to provide the requested documentation to verify the SLBE/SELBE status.

5. No Substitutions can be made to the SLBE and SELBE subcontractor without the prior written approval of the District. The District will approve a subcontractor substitution on the following conditions:

   a. A written statement from the subcontractor agreeing to the substitution.
   
   b. When the subcontractor has been given a reasonable opportunity to execute the subcontract, yet fails to, or refuses to execute the subcontract, or refuses to satisfy contractual obligations.
   
   c. When the subcontractor becomes insolvent.
   
   d. When the District determines the work performed by the subcontractor is not in accordance with the contract agreement, or the subcontractor is substantially and unduly delaying or disrupting the progress of work.

Firms that meet the District criteria for an SLBE and SELBE can complete the below self-certification affidavit signed under penalty of perjury. Firms claiming SLBE and SELBE status in the self-certification affidavit will be required to submit proof of residency and revenue 48 hours after bid opening. Such proof shall consist of a copy of a contract to perform work, to rent space or equipment, or for other business services, executed from their local address, and the firm’s tax returns for the past three consecutive years.
SLBE/SELBE SELF CERTIFICATION AFFIDAVIT

I certify under penalty of perjury that my firm meets the District’s definition of a Small Local Business Enterprise or a Small Emerging Local Business Enterprise and resides in the geographic location of the District’s market area and qualifies for the below preference. The maximum preference will be five percent of the bid amount of the lowest responsible bidder, and may not exceed $50,000.00 for any bid. The preference is only used for computation purposes to determine the winning bidder; the contract is awarded at the actual bid amount. The District’s Contract Compliance Office will determine whether this requirement has been fulfilled. Bidders may only claim one of the below preferences.

<table>
<thead>
<tr>
<th>Certification Status</th>
<th>Preference</th>
<th>Preference Claimed (check only one)</th>
</tr>
</thead>
<tbody>
<tr>
<td>SLBE</td>
<td>5% of lowest bid</td>
<td></td>
</tr>
<tr>
<td>SELBE</td>
<td>5% of lowest bid</td>
<td></td>
</tr>
<tr>
<td>25% of Subcontractors are</td>
<td>4% of lowest bid</td>
<td></td>
</tr>
<tr>
<td>SLBE/SELBE</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Not Applicable</td>
<td>None</td>
<td></td>
</tr>
</tbody>
</table>

1. I acknowledge and am hereby advised that upon a finding of perjury with the claims made in this self certification affidavit the District is authorized to impose penalties which may include any of the following:
   a) Refusal to certify the award of a contract
   b) Suspension of a contract
   c) Withholding of funds
   d) Revision of a contract for material breach of contract
   e) Disqualification of my firm from eligibility for providing goods and services to the Peralta Community College District for a period not to exceed five (5) years

2. I acknowledge and have been advised and hereby agree that my firm will be required to provide proof (and if applicable, my SLBE and SELBE Subcontractors will provide proof) of the status claimed on this self-certification affidavit 48 hours after bid opening. Proof of status claimed includes tax returns from the previous three years and past contracts to determine the size and geographical location of my firm.

3. I declare that the above provisions are attested to under penalty of perjury under the laws of the State of California.

Bid Number: __________________ Bid Name: __________________

Signed ___________________________ Date ___________________________

Printed or typed name __________________ Title ____________________

Name of Company __________________ Telephone __________________ Fax __________________

Small Local Business Enterprise 00730
and Emerging Enterprise Program
Peralta Community College District

VENDOR'S QUESTIONNAIRE AND CERTIFICATE BY COMPLIANCE

The following information is requested for information purposes only. It will not be used in determining bid award.

Date

<table>
<thead>
<tr>
<th>Firm Name</th>
<th>Telephone</th>
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<tr>
<th>Business Fax</th>
<th>Email Address</th>
<th>Website</th>
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<tr>
<th>Street Address</th>
<th>City/State</th>
<th>Zip Code+ 4®</th>
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<thead>
<tr>
<th>Mailing Address</th>
<th>City/State</th>
<th>Zip Code + 4®</th>
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</thead>
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</tbody>
</table>

Type of Organization (Check one) Individual □ Partnership □ Corporation □

Name of Owner(s) State of Incorporation (if applicable)

Name of Partners (I) Indicate (G) General (L) Limited

Local Address

Amount of Annual Business

The District is identifying vendor ownership as follows:

<table>
<thead>
<tr>
<th></th>
<th>Asian-American (Chinese, Japanese, Korean, Vietnamese)</th>
<th>Black or African-American</th>
<th>Era American</th>
<th>Latina other than Mexican or Mexican-American</th>
<th>Mexican or Mexican-American</th>
<th>Native American</th>
<th>Pacific Islander, other Asian</th>
<th>White</th>
<th>Disabled</th>
<th>Veteran</th>
<th>Women</th>
<th>Subcontractor</th>
<th>Employee</th>
<th>Apprentice</th>
</tr>
</thead>
<tbody>
<tr>
<td>Total #</td>
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</table>

The District is identifying vendor workforce as follows:

<table>
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<tr>
<th></th>
<th>Asian-American (Chinese, Japanese, Korean, Vietnamese)</th>
<th>Black or African-American</th>
<th>Era American</th>
<th>Latina other than Mexican or Mexican-American</th>
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<td>Total #</td>
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</tbody>
</table>
Explain whether current workforce is racially and ethnically proportionate to the area from which the workforce is drawn (national, state, or local). Use separate sheet if necessary.


Detail steps taken by vendor since inception to assure non-discriminatory recruiting, hiring, and apprenticeship, placement, promotion, demotion, layoff and termination practices. Use separate sheet if necessary.


What are you interested in providing the District? (e.g., construction, consulting, goods or services).


| Main Headquarters Office(s) Address/Telephone | 1. |
| (List all as applicable) | 2. |
| | 3. |

Total # of Employees

| Local Office(s) Address/Telephone | 1. |
| (List all as applicable) | 2. |
| | 3. |

Total # of Employees

| Name and list residential zip code for each employee, subcontractor, or apprentice for awarded contract | 1. |
| (Please use the Zip+4®) Use separate sheet as necessary | 2. |
| | 3. |
| | 4. |
| | 5. |
| | 6. |
ENVIRONMENTALLY SUSTAINABLE PROCUREMENT--CONSTRUCTION

It is the policy of the Peralta Community College District (Board Policy 2.40, Environmental Sustainability), to purchase products or services that help to minimize the adverse effects on human health and the environment, when compared to other products and services that serve the same purpose with comparable efficacy. The District recognizes that environmentally responsible purchasing will help create and sustain markets for environmentally sustainable products, and is committed to encouraging the procurement of products with high recycled content, FSC certified lumber, Energy Star rated equipment, low and no VOC paints, low-toxicity cleaning supplies and Green Seal approved chemicals, and will promote contracting with businesses in close proximity, to reduce our carbon footprint and to promote the District's SLBE program.

For Operation and Construction services the District is committed to:

- **Utilizing LEED (Leadership in Energy and Environmental Design) or equivalent certification criteria as follows:**
  - All new building projects shall qualify for at least LEED NC Silver certification and shall strive for higher levels of certification, especially where overall long-term building operations, student learning, and worker productivity savings can be realized through doing so.
  - All renovation projects over 10,000 square feet shall meet basic “LEED Existing Building” certification standards.
- **Maximizing energy efficiency** throughout the District, in particular, heating, cooling, lighting, information technology, mechanical, and water systems. It is the goal of the District to reduce dramatically our energy consumption for existing buildings and for all new buildings to exceed the State of California Building Code Title 24 energy efficiency requirements by no less than 35%.
- **Reduction of water consumption** for all uses, including for irrigation and domestic purposes.
- **Waste source reduction** and the re-use of materials. The District encourages all contractors to re-use and recycle as much construction and demolition debris as possible, and only when it is not feasible to do so, dispose of it in a landfill. All contractors must adhere to the District's Construction Debris Reporting Requirements.
- **Sustainable landscaping and grounds design**, construction and maintenance practices which promote integrated pest management and use of drought tolerant, fire safe, and native vegetation types.

All public work projects must adhere to the District Environmental Sustainability Policy 2.40. The formal policy is available for download at www.peralta.edu; click on the District Services Center tab and then Purchasing to view the environmentally sustainable purchasing policy.

**Signature**

I acknowledge and agree to adhere to the District’s Environmental Sustainability policy.

Contractor Name: ___________________________ Title: ___________________________

Authorized Signature: ___________________________ Date: ___________________________
1. SUMMARY

A. This document includes requirements that supplement the paragraphs of Document 00700 (General Conditions).

2. SUPPLEMENTS

A. Add new paragraph 4.2 “Insurance Requirements”:

4.2.A. At or before the date specified in Document 00200 (Instructions to Bidders), Contractor shall furnish to District satisfactory proof that Contractor has taken out for the entire period covered by the Contract the following classes of insurance in the form and with limits and deductibles specified below:

1. Comprehensive General Liability Insurance covering claims for personal injury, bodily injury and property damage arising out of the Work and in a form providing coverage not less than that of a Standard Commercial General Liability Insurance policy (“Occurrence Form”). Such insurance shall provide for all operations and include independent contractors, products liability, completed operations for one year after Final Completion and acceptance of the final payment for the Work, contractual liability, and coverage for explosion, collapse, and underground hazards. The limits of such insurance shall not be coverage of less than [Insert Amount e.g. $1,000,000] each occurrence, [Insert Amount e.g. $2,000,000] general aggregate limit, and [Insert Amount e.g. $2,000,000] aggregate for products and completed operations. The policies shall be endorsed to provide Broad Form Property Damage Coverage.

2. Comprehensive Automobile Liability Insurance covering all owned, non-owned, and hired vehicles. Such insurance shall provide coverage not less than the standard Comprehensive Automobile Liability policy with limits not less than [Insert Amount e.g. $1,000,000] each person Bodily Injury, [Insert Amount e.g. $1,000,000] each occurrence Bodily Injury, and [Insert Amount e.g. $1,000,000] each occurrence Property Damage.

3. All-Risk Course of Construction Insurance including damage to property owned by District, Contractor or third parties caused by fire. Insurance shall be in the amount of 100 percent of the completed value of the Work to be performed under this Contract. Deductible shall not exceed [Insert Amount e.g. $10,000]. Each loss shall be borne by Contractor.

4. Workers’ Compensation Insurance for all persons whom the Contractor may employ in carrying out Work contemplated under Contract Documents, in accordance with the Act of Legislature of State of California, known as “Workers’ Compensation Insurance and Safety Act,” approved May 26, 1913, and all acts amendatory or supplemental thereto, in the statutory amount.

5. [Option] Environmental Impairment Liability Insurance covering bodily injury and property damage utilizing an occurrence policy form, in an amount no less than [Insert Amount e.g. $1,000,000] combined single limit for each occurrence.
4.2.B. All policies of insurance shall be placed with insurers acceptable to District. The insurance underwriter(s) for all insurance policies except Workers’ Compensation shall have an A. M. Best Company rating of [Insert rating e.g. A-, VIII] or better. Required minimum amounts of insurance may be increased should conditions of Work, in opinion of District, warrant such increase. Contractor shall increase required insurance amounts upon direction by District.

4.2.C. Required Endorsements: The policies required under paragraphs 4.2.A.1 and 4.2.A.2 [Option: and 4.2.A.5] of this Document 00700 shall be endorsed as follows:

1. Name District, its Board of Directors, and their employees, representatives, consultants, and agents, and Project Manager as additional insureds, but only with respect to liability arising out of the activities of the named insured.

2. Each such policy shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limit of the insurance company’s liability required under paragraphs 4.2.A.1 and 4.2.A.2 [Option: and 4.2.A.5] of this Document 00700.

3. Insurance shall be primary to District and no other insurance or self-insured retention carried or held by District shall be called upon to contribute to a loss covered by insurance for the named insured.

4.2.D. [Option] Additional Endorsement: The policy required under paragraph 4.2.A.1 of this Document 00700 shall be endorsed as follows:

1. Name the State of California, its officers, agents, employees, and servants as additional insured, but only with respect to liability arising out of the activities of the named insured.

4.2.E. Certificates of insurance and endorsements shall have clearly typed thereon District Contract Number and title of Contract Documents. Written notice of cancellation, non-renewal, or reduction in coverage of any policy shall be mailed to District (Attention: Contract Administration/Inspection) at the address listed in Document 00520 (Agreement), 60 Days in advance of the effective date of the cancellation, non-renewal, or reduction in coverage. Written notice of cancellation for non-payment shall be mailed within 10 Days of cancellation. Contractor shall maintain insurance in full force and effect during entire period of performance of Contract Documents. Contractor shall keep insurance in force during warranty and guarantee periods, except that Contractor may discontinue All-Risk Course of Construction Insurance after Final Payment. At time of making application for extension of time, and during all periods exceeding the Contract Time resulting from any cause, Contractor shall submit evidence that insurance policies will be in effect during requested additional period of time. Upon District’s request, Contractor shall submit to District, within 30 Days, copies of the actual insurance policies or renewals or replacements.

4.2.F. Contractor shall pay all insurance premiums, including any charges for required waivers of subrogation or the endorsement of additional insureds. If Contractor fails to maintain insurance, District may take out comparable insurance, and deduct and retain amount of premium from any sums due Contractor under Contract Documents.

4.2.G. If injury occurs to any employee of Contractor, Subcontractor or sub-subcontractor for which the employee, or the employee’s dependents in the event of employee’s death, is
entitled to compensation from District under provisions of the Workers’ Compensation Insurance and Safety Act, as amended, or for which compensation is claimed from District, District may retain out of sums due Contractor under Contract Documents, amount sufficient to cover such compensation, as fixed by the Act, as amended, until such compensation is paid, or until it is determined that no compensation is due. If District is compelled to pay compensation, District may, in its discretion, either deduct and retain from the Contract Sum the amount so paid, or require Contractor to reimburse District.

4.2.H. Nothing in paragraph 4.2 of this Document 00700 shall be construed as limiting in any way the extent to which Contractor or any Subcontractor may be held responsible for payment of damages resulting from their operations.

4.2.I. Except for [insert exceptions, if applicable], all Subcontractors shall maintain the same insurance required to be maintained by Contractor with respect to their portions of the Work, and Contractor shall cause the Subcontractors to furnish proof thereof to District within ten Days of District’s request.

4.2.J. The following provisions apply to any licensed professional engaged by Contractor to perform portions of the Work (“Professional”).

1. Each Professional shall maintain the following insurance:
   a. Professional Liability Insurance, insuring against professional errors and omissions arising from Professional’s Work on the Project, in an amount not less than [Insert Amount e.g. $1,000,000] combined single limit for each occurrence. If Professional cannot provide an occurrence policy, Professional shall provide insurance covering claims made as a result of performance of Work on this Project and shall maintain such insurance in effect for not less than two years following Final Completion of the Project.

   b. All insurance required by paragraphs 4.2.A.1, 4.2.A.2, and 4.2.A.4 of this Document 00700. Professional shall satisfy all other provisions of paragraph 4.2 of this Document 00700 relating to that insurance, including without limitation providing required insurance certificates (containing the required endorsements) before commencing its Work on the Project.

END OF DOCUMENT
DOCUMENT 00 4313

BOND ACCOMPANYING BID

KNOW ALL BY THESE PRESENTS:

That the undersigned

__________________________________________________________
(Name of Contractor)

as Principal and the undersigned as Surety are held and firmly bound unto Owner, the Peralta
Community College District, as obligee, in the penal sum of ________________________
(Dollar Amount In Words)

Dollars ($_________________) lawful money

of the United States of America being at least ten percent (10%) of the aggregate amount of said

Principal _________________________________________'s base Bid, for the payment of

which, well and truly to be made, we bind ourselves, our successors, executors, administrators, and

assigns, jointly and severally, firmly by these presents.

WHEREAS, the said Principal is submitting a Bid for Owner Project No. 2741e, Bid No. 12-
13/ 07 Merritt College Building “A” Heating Upgrade

THE CONDITION OF THIS OBLIGATION IS SUCH that if the Bid submitted by the said Principal
be accepted and the Contract be awarded to said Principal and said Principal shall within the required
periods enter into the Contract so awarded and provide the required Construction Performance Bond,
Construction Labor and Material Payment Bond, insurance certificates, Guarantee, and all other
endorsements, forms, and documents required under Document 00 2000 (Instructions to Bidders), then
this obligation shall be void, otherwise to remain in full force and effect.

IN WITNESS WHEREOF, the above bounden parties have executed this instrument this _____
day of ____________________________, 20____.

(Month)

(Corporate Seal)  By _________________________________
Principal

By _________________________________
Surety

(Corporate Seal)  By _________________________________
Attorney in Fact

END OF DOCUMENT
DOCUMENT 00 7316

SUPPLEMENTARY CONDITIONS – INSURANCE AND INDEMNIFICATION

ARTICLE 1 - INSURANCE

1.01 At or before the date specified in Document 00 2000 (Instructions to Bidders), Contractor shall furnish to Peralta Community College District (“Owner”) satisfactory proof that Contractor has taken out for the entire period covered by the Contract the following classes of insurance in the form and with limits and deductibles specified below, unless otherwise specified in Contract Documents:

A. Comprehensive General Liability Insurance covering claims for personal injury, bodily injury and property damage arising out of the Work and in a form providing coverage not less than that of a Standard Commercial General Liability Insurance policy (“Occurrence Form”). Such insurance shall provide for all operations and include independent contractors, products liability, completed operations for one year after Final Completion and acceptance of the final payment for the Work, contractual liability, and coverage for explosion, collapse, and underground hazards. The limits of such insurance shall not be coverage of less than $1,000,000 each occurrence, $2,000,000 general aggregate limit, and $2,000,000 aggregate for products and completed operations. The policies shall be endorsed to provide Broad Form Property Damage Coverage.

B. Comprehensive Automobile Liability Insurance covering all owned, non-owned, and hired vehicles. Such insurance shall provide coverage not less than the standard Comprehensive Automobile Liability policy with limits not less than $1,000,000 each person Bodily Injury, $1,000,000 each occurrence Bodily Injury, and $1,000,000 each occurrence Property Damage.

C. All-Risk Course of Construction Insurance including damage to property owned by Owner, Contractor or third parties caused by fire. Insurance shall be in the amount of 100 percent of the completed value of the Work to be performed under this Contract. Deductible shall not exceed $10,000.00. Each loss shall be borne by Contractor.

D. Workers’ Compensation Insurance for all persons whom the Contractor may employ in carrying out Work contemplated under Contract Documents, in accordance with the Act of Legislature of State of California, known as “Workers’ Compensation Insurance and Safety Act,” approved May 26, 1913, and all acts amendatory or supplemental thereto, in the statutory amount.

E. [Option] Environmental Impairment Liability Insurance covering bodily injury and property damage utilizing an occurrence policy form, in an amount no less than $1,000,000 combined single limit for each occurrence.

1.02 All policies of insurance shall be placed with insurers acceptable to Owner. The insurance underwriter(s) for all insurance policies except Workers’ Compensation shall have an A. M. Best Company rating of [A-, VIII] or better, unless otherwise specified in Contract Documents. Required minimum amounts of insurance may be increased should conditions of Work, in opinion of Owner, warrant such increase. Contractor shall increase required insurance amounts upon direction by Owner.

1.03 Required Endorsements: The policies required under Document 00 7200 (General Conditions) and this Document 00 7316 shall be endorsed as follows:

A. Name Owner, its elected and/or appointed governing body and boards, employees, representatives, consultants, and agents, and Project Manager as additional insureds, but only with respect to liability arising out of the activities of the named insured.

B. Each such policy shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limit of the insurance company’s liability required hereunder.

C. Insurance shall be primary to Owner and no other insurance or self-insured retention carried or held by Owner shall be called upon to contribute to a loss covered by insurance for the named insured.
1.04 Certificates of insurance and endorsements shall have clearly typed thereon Owner Contract Number and title of Contract Documents. Written notice of cancellation, non-renewal, or reduction in coverage of any policy shall be mailed to Owner (Attention: Owner Risk Manager / Purchasing Agent) at the address listed in Document 00 5200 (Agreement), 60 Days in advance of the effective date of the cancellation, non-renewal, or reduction in coverage. Written notice of cancellation for non-payment shall be mailed within 10 Days of cancellation. Contractor shall maintain insurance in full force and effect during entire period of performance of Contract Documents. Contractor shall keep insurance in force during warranty and guarantee periods, except that Contractor may discontinue All-Risk Course of Construction Insurance after Final Payment. At time of making application for extension of time, and during all periods exceeding the Contract Time resulting from any cause, Contractor shall submit evidence that insurance policies will be in effect during requested additional period of time. Upon Owner’s request, Contractor shall submit to Owner, within 30 Days, copies of the actual insurance policies or renewals or replacements.

1.05 Contractor shall pay all insurance premiums, including any charges for required waivers of subrogation or the endorsement of additional insureds. If Contractor fails to maintain insurance, Owner may take out comparable insurance, and deduct and retain amount of premium from any sums due Contractor under Contract Documents.

1.06 If injury occurs to any employee of Contractor, Subcontractor or sub-subcontractor for which the employee, or the employee’s dependents in the event of employee’s death, is entitled to compensation from Owner under provisions of the Workers’ Compensation Insurance and Safety Act, as amended, or for which compensation is claimed from Owner, Owner may retain out of sums due Contractor under Contract Documents, amount sufficient to cover such compensation, as fixed by the Act, as amended, until such compensation is paid, or until it is determined that no compensation is due. If Owner is compelled to pay compensation, Owner may, in its discretion, either deduct and retain from the Contract Sum the amount so paid, or require Contractor to reimburse Owner.

1.07 Nothing herein shall be construed as limiting in any way the extent to which Contractor or any Subcontractor may be held responsible for payment of damages resulting from their operations.

1.08 All Subcontractors shall maintain the same insurance required to be maintained by Contractor with respect to their portions of the Work unless otherwise indicated in Contract Documents, and Contractor shall cause the Subcontractors to furnish proof thereof to Owner within ten Days of Owner’s request.

1.09 The following provisions apply to any licensed professional engaged by Contractor to perform portions of the Work (“Professional”).

A. Each Professional shall maintain the following insurance, unless otherwise specified in Contract Documents:

1. Professional Liability Insurance, insuring against professional errors and omissions arising from Professional’s Work on the Project, in an amount not less than \([$1,000,000]\) combined single limit for each occurrence. If Professional cannot provide an occurrence policy, Professional shall provide insurance covering claims made as a result of performance of Work on this Project and shall maintain such insurance in effect for not less than two years following Final Completion of the Project.

2. Professional shall satisfy all other provisions of this Document 00 7316 relating to that insurance, including without limitation providing required insurance certificates (containing the required endorsements) before commencing its Work on the Project.

ARTICLE 2 - RESPONSIBILITY OF CONTRACTOR AND INDEMNIFICATION

2.01 Owner and each of its officers, employees, consultants and agents including, but not limited to, the Board, Project Manager and each Owner’s Representative, shall not be liable or accountable in any manner for loss or damage that may happen to any part of the Work; loss or damage to materials or other things used or employed in performing the Work; injury, sickness, disease, or
death of any person; or damage to property resulting from any cause whatsoever except their
sole negligence, willful misconduct or active negligence, attributable to performance or character
of the Work, and Contractor releases all of the foregoing persons and entities from any and all
such claims.

2.02 To the furthest extent permitted by law (including without limitation California Civil Code §2782),
Contractor shall assume defense of, and indemnify and hold harmless, Owner and each of its
officers, employees, consultants and agents, including but not limited to the Board, Project
Manager and each Owner’s Representative, from claims, suits, actions, losses and liability of
every kind, nature and description, including but not limited to claims and fines of regulatory
agencies and attorney’s fees and consultant’s fees, directly or indirectly arising out of, connected
with or resulting from performance of the Work, failure to perform the Work, or condition of the
Work which is caused in whole or part by any act or omission of Contractor, Subcontractors,
anyone directly or indirectly employed by any of them or anyone for whose acts any of them may
be liable, resulting from any cause whatsoever except their sole negligence, willful misconduct or
active negligence.

2.03 With respect to third-party claims against Contractor, Contractor waives any and all rights to any
type of express or implied indemnity against Owner and each of its officers, employees,
consultants and agents including, but not limited to Owner, the Board, Project Manager and each
Owner’s Representative. Owner shall provide timely notice to Contractor of any third-party claim
relating to the Contract Documents, in accordance with Section 9201 of the California Public
Contract Code.

2.04 Approval or purchase of any insurance contracts or policies shall in no way relieve from liability
nor limit the liability of Contractor, its Subcontractors of any tier, or the officers or agents of any of
them.

2.05 To the furthest extent permitted by law (including, without limitation, Civil Code §2782), the
indemnities, releases of liability and limitations of liability, claims procedures, and limitations of
remedy expressed throughout Contract Documents shall apply even in the event of breach of
Contract, negligence (active or passive), fault or strict liability of the party(ies) indemnified,
released, or limited in liability, and shall survive the termination, rescission, breach,
abandonment, or completion of the Work or the terms of the Contract Documents. If Contractor
fails to perform any of these defense or indemnity obligations, Owner may in its discretion back
charge Contractor for Owner’s costs and damages resulting therefrom and withhold such sums
from progress payments or other Contract moneys which may become due.

2.06 The indemnities in the Contract Documents shall not apply to any indemnified party to the extent
of its sole negligence or willful misconduct; nor shall they apply to Owner or other indemnified
party to the extent of its active negligence.

END OF DOCUMENT