



**CITY OF RIDGECREST**

Telephone 760 499-5083  
100 West California Avenue, Ridgecrest, California 93555-4054  
Public Works Department

### **ADDENDUM #3**

#### **Sgt. John Pinney Memorial Pool Replacement, Project No. MF 24-02 September 25, 2025**

To: All Plan and Specification Holders of the Referenced Project  
From: City of Ridgecrest  
**Note: Please read, SIGN IMMEDIATELY, and attach to bid documents!!! Bids submitted without signed addenda WILL be rejected.**

The following additions and/or corrections shall become a part of the Contract Documents and Specifications for the above-named project. **ALL BIDDERS SHALL ACKNOWLEDGE RECEIPT OF THIS ADDENDUM IN THEIR BID PROPOSAL.**

#### **A. Bid Date Changes**

The bid opening date is hereby amended to October 16, 2025 at 11 AM.

The deadline for Pre-Bid RFIs is hereby amended to October 2, 2025.

The date for issuance of Final Pre-Bid Addendums is hereby amended to October 9, 2025.

The deadline for submission of 1) the "Attachment A - Bid Pricing List" and 2) the subcontract amounts portion of the "Bidder's List of Subcontractors" form shall be October 20, 2025 at 5 PM.

#### **B. Responses to Bidder Questions**

1. **Question:** Per planting notes 3 sheet L2.01, trees planted within 7' of hardscape shall require deep root planter. However, per detail 2B sheet L4.01 and specs 329000/2.7/A, trees planted within 7.5' of hardscape shall require deep root planter. Please clarify which shall take precedence.

**Response:** Trees within 7' of hardscape shall require deep root planter per planting note 3 sheet L2.01.

2. **Question:** Per sheet L4.01, planting details 1 and 2A mulch around shrub, trees shall be 3" thick, per detail 2D mulch around palm tree shall be 2" thick. However, per specs 329000/3.2/K mulch layer at all water wells shall be 2". Please clarify depth of mulch at water well.

**Response:** Bark mulch in all planters and at all water wells shall be 3" thick per details 1 & 2A, sheet L4.01.

3. **Question:** Per detail 2D sheet L4.01, palm tree is "SKINNED OR MULTI-TRUNK AS SPEC'D". However, CHAMAEROPS HUMILIS palm and WASHINGTONIA FILIFERA palm shown on plant legend sheet L2.01 does not specify which trunk type. Please clarify trunk type for palm tree.

**Response:** Chamaerops humilis and Washingtonia filifera shall both be skinned.

4. **Question:** Irrigation Note J on sheet L3.01 requires emitters for 1G, 5G, 15G containers and 24" box trees. However, the plan shows bubblers at these plant locations. Please confirm if emitters are still required. If so, kindly provide the model and installation details.

**Response:** Irrigation Note J on sheet L3.01 can be eliminated, as it is not applicable to this project. There is no drip irrigation in this project.

5. **Question:** Per details 12 and 13 on sheet L4.01, thrust block is required for MAINLINE size 1-1/2" or greater. However, per specs 328000/3.2/H, ALL LINE sizes 1-1/2" or greater shall have thrust block. Please clarify whether thrust block is required for MAINLINE only, or for both MAINLINE and LATERAL LINE with sizes 1-1/2" and larger.

**Response:** Only mainline sizes 1-1/2" or greater require thrust blocks per details 12 & 13, sheet L4.01.

6. **Question:** Please provide a detail for the attachment of tile to CMU at the outdoor showers detail 7 on page A1.08. Can it be applied directly or will it need lath and plaster, similar to the veneer at the concrete pilasters per detail 8 on A1.09?

**Response:** The wall tile located at the outdoor showers indicated in the RFI below can be attached to the CMU wall per the project specifications section 09 31 00. No detail is necessary.

7. **Question:** Please confirm that there is no base tile at the exterior showers shown in detail 7 on page A1.08

**Response:** There is no coved base tile located at the exterior showers indicated in the RFI question. Vertical wall tile to terminate at the finished floor per the project specifications section 09 30 00 and 09 31 00 unless otherwise indicated on the plans.

8. **Question:** Is the base bid alone the basis of award?

**Response:** Yes.

9. **Question:** Per Addendum 1 pre-bid meeting minutes is noted that agronomic testing will be required. Will this type of testing be paid for by the owner/City?

**Response:** Testing agency to be selected by the City and paid for by the Contractor per Spec Section 01 41 00 & 01 41 50.

10. **Question:** Can Attachment A – Bid Pricing List be submitted within 24 hours after the bid due date?

**Response:** It will be acceptable for Attachment A – Bid Pricing List to be submitted until 5 PM on October 20, 2025. Bidders shall include their Total Bid on Page 2 of the Bid Form by the bid deadline. If the Bid Pricing List is not received by this time/date, the bid will be rejected.

11. **Question:** Regarding the Bidder's List of Subcontractors, at time of bid can we submit the name and location, description, license and DIR at the time of bid and the rest of the items 24 hours later?

**Response:** See the enclosed Attachment 1 to this Addendum, Revised Bidder's List of Subcontractors form, to be submitted with the bids. The columns for % of Bid Item Subcontracted, DBE (Y/N), DBE Cert Number, & Annual Gross Receipts will not be required. The City will allow the Subcontract Amounts portion of the Bidder's List of Subcontractors to be submitted until 5 PM on October 20, 2025. If the subcontract amounts are not received by this time/date, the bid will be rejected.

12. **Question:** Please provide insurance limits, values for general conditions, auto and workers compensation.

**Response:** See the enclosed Attachment 2 to this Addendum, AIA Document A101-2017 Exhibit A and Supplemental City General Conditions.

13. **Question:** Can the owner/city consider changing the bid date for one week? Due to the project location, it's been tough to confirm subcontractors bidding on this project.

**Response:** Pursuant to Item A of this Addendum 3, the bid opening date is hereby amended to October 16, 2025, at 11 AM.

14. **Question:** Please confirm metal decking steel grade (60 or 90), Construction Drawings for the steel deck specify a Grade 60 coating and Special Provisions Section 05 30 00 specify a Grade 90 zinc coating.

**Response:** Steel deck shall conform to ASTM A653, SS Grade 33 (Minimum) per IAPMO UES 2018 and shall be galvanized in accordance with ASTM A924 Grade 60 coating minimum. Provide G90 coating for exposed exterior application.



SGT PINNEY MEMORIAL POOL  
JOB: 23195E1  
9/22/25  
S0.01  
RFI

**STEEL DECK (NON-COMPOSITE):**

1. STEEL DECK SHALL BE MANUFACTURED BY VERCO MANUFACTURING, INC., OF THE TYPE AND GAUGE AS SHOWN ON THE DRAWING OR AN APPROVED EQUAL.
2. STEEL DECK SHALL CONFORM TO ASTM A653, SS GRADE 33 (MINIMUM) PER TAPMO UES 2018 AND SHALL BE GALVANIZED IN ACCORDANCE WITH ASTM A924 G60 COATING MINIMUM. PROVIDE G90 COATING FOR EXPOSED EXTERIOR APPLICATION.
3. ATTACHMENT TO SUPPORTS AND AT SIDE LAPS SHALL BE AS SHOWN ON THE DRAWINGS.
4. DECKING CONTRACTOR SHALL SUPPLY SHOP DRAWINGS SHOWING LOCATION, GAUGE, AND SIZE OF EACH PIECE OF DECKING. SHOP DRAWINGS SHALL ALSO SHOW CLOSURE CONDITIONS, WELDS TO SUPPORTS, AND SIDE LAP DETAILS.

15. **Question:** Please specify the installation length required for the Deep Root Barrier.

**Response:** Deep root barrier panels shall be 8 feet in length, centered on the tree trunk.

16. **Question:** Refer to Specs section 328000, subsection 2.9: tracer wire shall be installed with non-metallic mainlines. However, subsection 3.2, G, 7 of the same section states that tracer wire shall follow the mainline and the branch line, and terminate in an irrigation valve box. Please confirm whether tracer wire shall be installed above the mainline only as per subsection 2.9, or above both the mainline and lateral line as per subsection 3.2.

**Response:** Tracer wire shall follow the mainline and the branch line, and terminate in an irrigation valve box per subsection 3.2, G, 7.

17. **Question:** Instructions to Bidders, Article 8, pages 7 and 8 lists the following attachments that are not included in the bid documents provided:

- AIA Document A101-2017 Standard Form of Agreement
- AIA Document A101-2017 Exhibit A Insurance and Bonds
- AIA Documents E203-2013, Building Information Modeling and Digital Data Exhibit

Please provide said documents.

**Response:** -AIA Document *A101-2017 Standard Form of Agreement* – See the enclosed Attachment 2 to this Addendum, AIA Document A101-2017 Exhibit A and Supplemental City General Conditions.

-AIA Document *A101-2017 Exhibit A Insurance and Bonds* – See the enclosed Attachment 3 to this Addendum, AIA Document A101-2017 Exhibit A and Supplemental City General Conditions.

-AIA Document *E203-2013 Building Information Modeling and Digital Data Exhibit* has been retired from AIA documents and will not be included as part of this project's contract documents.

18. **Question:** Bid Form Attachment A Bid Pricing List, Division 1 states to "Provide fee percentage (%) for coordination of all design-build work to be completed by the design-build entity. (fire sprinklers, fire alarm, and data network). Is the general contractor responsible for including the listed design-build scope in this contract or are the systems by Owner? Is Division 1 one lump sum price? Additionally, Divisions 21, 26 and 28 also state to "provide % for coordination of design-build work". How are we to approach these four divisions? Please clarify.

**Response:** Preliminary design for the Fire Sprinklers and Fire Alarm systems have been produced by the design team. Using the current system design is acceptable as a basis. The general contractor awarded is responsible for including the listed design-build scope in this contract. The general contractor awarded is responsible for providing further documentation including but not limited to detailed shop drawings required to obtain permitting and local fire authority approval. Bid Form Attachment A Bid Pricing List has been revised to omit design-build items from Division 1. Design-build items have been allocated to their respective Divisions to "provide \$ for completion of design-build work".

See the enclosed Attachment 4 to this Addendum, Revised Attachment A – Bid Pricing List.

19. **Question:** Bid Form Attachment A Bid Pricing List, Division 26 includes 'Data Networking'. Is the data scope to be included in Division 26 or Division 27?

**Response:** Data networking to be included under Division 27. See the enclosed Attachment 4 to this Addendum, Revised Attachment A – Bid Pricing List.

20. **Question:** Sheet T0.01, Deferred Submittals lists 'PV System'. Please confirm the general contractor is to include the PV System. If so, where does the PV System go in Attachment A Bid Pricing List?

**Response:** The Contractor awarded is responsible for including all of the listed design-build scopes in this contract. In the Attachment A Bid Pricing List, PV system listed under Division 26. See the enclosed Attachment 4 to this Addendum, Revised Attachment A – Bid Pricing List.

**Contractor shall sign this addendum to acknowledge receipt of Addendum #3 and enclose the signed copy of this addendum with the bid schedule in the bid proposal package.**

\_\_\_\_\_  
Contractor's Signature

\_\_\_\_\_  
Date

# ATTACHMENT 1

## *REVISED BIDDER'S LIST OF SUBCONTRACTORS FORM*

### Bidder's List of Subcontractors

As of March 1, 2015, Contractors (and subcontractors) wishing to bid on public works contracts shall be registered with the State Department of Industrial Relations and certified to bid on Public Works contracts.

In accordance with Title 49, Section 26.11 of the Code of Federal Regulations and Section 4104 of the California Public Contract Code, the following information is required for each subcontractor that will perform work amounting to more than one-half of one percent (0.5%) of the Total Base Bid or \$10,000, whichever is greater. **Photocopy this form for additional firms.**

**The subcontract Amount to be submitted by October 20, 2025 at 5 pm.**

Subcontractor Name and Location	Line Item & Description	Subcontract Amount	Contractor License Number and DIR Reg. Number
Name:			
City, State:			
Name:			
City, State:			
Name:			
City, State:			
Name:			
City, State:			
Name:			
City, State:			

**END OF SECTION**

# ATTACHMENT 2

## *AIA DOCUMENT A101-2017 STANDARD FORM OF AGREEMENT*



# AIA® Document A101® – 2017

## **Standard Form of Agreement Between Owner and Contractor** where the basis of payment is a Stipulated Sum

**AGREEMENT** made as of the  day of September in the year 2025  
(In words, indicate day, month and year.)

**BETWEEN** the Owner:  
(Name, legal status, address and other information)

and the Contractor:  
(Name, legal status, address and other information)

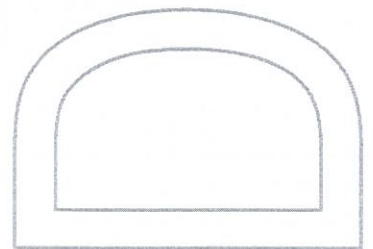
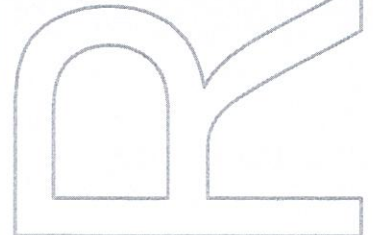
for the following Project:  
(Name, location and detailed description)

The Architect:  
(Name, legal status, address and other information)

The Owner and Contractor agree as follows.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

The parties should complete A101®–2017, Exhibit A, Insurance and Bonds, contemporaneously with this Agreement. AIA Document A201®–2017, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.



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## TABLE OF ARTICLES

- 1 THE CONTRACT DOCUMENTS
- 2 THE WORK OF THIS CONTRACT
- 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION
- 4 CONTRACT SUM
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## EXHIBIT A INSURANCE AND BONDS

### ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary, and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. An enumeration of the Contract Documents, other than a Modification, appears in Article 9.

### ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor shall fully execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others.

### ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 3.1 The date of commencement of the Work shall be:  
(Check one of the following boxes.)

- ☐ The date of this Agreement.
- ☐ A date set forth in a notice to proceed issued by the Owner.
- ☐ Established as follows:  
(Insert a date or a means to determine the date of commencement of the Work.)

If a date of commencement of the Work is not selected, then the date of commencement shall be the date of this Agreement.

§ 3.2 The Contract Time shall be measured from the date of commencement of the Work.

#### § 3.3 Substantial Completion

§ 3.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall achieve Substantial Completion of the entire Work:  
(Check one of the following boxes and complete the necessary information.)

[ ] Not later than [ ] ( [ ] ) calendar days from the date of commencement of the Work.

[ ] By the following date:

§ 3.3.2 Subject to adjustments of the Contract Time as provided in the Contract Documents, if portions of the Work are to be completed prior to Substantial Completion of the entire Work, the Contractor shall achieve Substantial Completion of such portions by the following dates:

Portion of Work	Substantial Completion Date

§ 3.3.3 If the Contractor fails to achieve Substantial Completion as provided in this Section 3.3, liquidated damages, if any, shall be assessed as set forth in Section 4.5.

#### ARTICLE 4 CONTRACT SUM

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be [ ] (\$ [ ] ), subject to additions and deductions as provided in the Contract Documents.

#### § 4.2 Alternates

§ 4.2.1 Alternates, if any, included in the Contract Sum:

Item	Price

§ 4.2.2 Subject to the conditions noted below, the following alternates may be accepted by the Owner following execution of this Agreement. Upon acceptance, the Owner shall issue a Modification to this Agreement. (Insert below each alternate and the conditions that must be met for the Owner to accept the alternate.)

Item	Price	Conditions for Acceptance

§ 4.3 Allowances, if any, included in the Contract Sum:  
(Identify each allowance.)

Item	Price

§ 4.4 Unit prices, if any:  
(Identify the item and state the unit price and quantity limitations, if any, to which the unit price will be applicable.)

Item	Units and Limitations	Price per Unit (\$0.00)

§ 4.5 Liquidated damages, if any:  
(Insert terms and conditions for liquidated damages, if any.)

§ 4.6 Other:  
(Insert provisions for bonus or other incentives, if any, that might result in a change to the Contract Sum.)

## ARTICLE 5 PAYMENTS

### § 5.1 Progress Payments

§ 5.1.1 Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

§ 5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

§ 5.1.3 Provided that an Application for Payment is received by the Architect not later than the    day of a month, the Owner shall make payment of the amount certified to the Contractor not later than the    day of the    month. If an Application for Payment is received by the Architect after the application date fixed above, payment of the amount certified shall be made by the Owner not later than    (    ) days after the Architect receives the Application for Payment.

*(Federal, state or local laws may require payment within a certain period of time.)*

§ 5.1.4 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form, and supported by such data to substantiate its accuracy, as the Architect may require. This schedule of values shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 5.1.5 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

§ 5.1.6 In accordance with AIA Document A201™-2017, General Conditions of the Contract for Construction, and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

§ 5.1.6.1 The amount of each progress payment shall first include:

- .1 That portion of the Contract Sum properly allocable to completed Work;
- .2 That portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction, or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing; and
- .3 That portion of Construction Change Directives that the Architect determines, in the Architect's professional judgment, to be reasonably justified.

§ 5.1.6.2 The amount of each progress payment shall then be reduced by:

- .1 The aggregate of any amounts previously paid by the Owner;
- .2 The amount, if any, for Work that remains uncorrected and for which the Architect has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A201-2017;
- .3 Any amount for which the Contractor does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Contractor intends to pay;
- .4 For Work performed or defects discovered since the last payment application, any amount for which the Architect may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A201-2017; and
- .5 Retainage withheld pursuant to Section 5.1.7.

### § 5.1.7 Retainage

§ 5.1.7.1 For each progress payment made prior to Substantial Completion of the Work, the Owner may withhold the following amount, as retainage, from the payment otherwise due:

*(Insert a percentage or amount to be withheld as retainage from each Application for Payment. The amount of retainage may be limited by governing law.)*

§ 5.1.7.1.1 The following items are not subject to retainage:  
(Insert any items not subject to the withholding of retainage, such as general conditions, insurance, etc.)

§ 5.1.7.2 Reduction or limitation of retainage, if any, shall be as follows:  
(If the retainage established in Section 5.1.7.1 is to be modified prior to Substantial Completion of the entire Work, including modifications for Substantial Completion of portions of the Work as provided in Section 3.3.2, insert provisions for such modifications.)

§ 5.1.7.3 Except as set forth in this Section 5.1.7.3, upon Substantial Completion of the Work, the Contractor may submit an Application for Payment that includes the retainage withheld from prior Applications for Payment pursuant to this Section 5.1.7. The Application for Payment submitted at Substantial Completion shall not include retainage as follows:  
(Insert any other conditions for release of retainage upon Substantial Completion.)

§ 5.1.8 If final completion of the Work is materially delayed through no fault of the Contractor, the Owner shall pay the Contractor any additional amounts in accordance with Article 9 of AIA Document A201-2017.

§ 5.1.9 Except with the Owner's prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

## § 5.2 Final Payment

§ 5.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when

- .1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Article 12 of AIA Document A201-2017, and to satisfy other requirements, if any, which extend beyond final payment; and
- .2 a final Certificate for Payment has been issued by the Architect.

§ 5.2.2 The Owner's final payment to the Contractor shall be made no later than 30 days after the issuance of the Architect's final Certificate for Payment, or as follows:

## § 5.3 Interest

Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.

(Insert rate of interest agreed upon, if any.)

%

## ARTICLE 6 DISPUTE RESOLUTION

### § 6.1 Initial Decision Maker

The Architect will serve as the Initial Decision Maker pursuant to Article 15 of AIA Document A201-2017, unless the parties appoint below another individual, not a party to this Agreement, to serve as the Initial Decision Maker.  
(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)



## § 6.2 Binding Dispute Resolution

For any Claim subject to, but not resolved by, mediation pursuant to Article 15 of AIA Document A201–2017, the method of binding dispute resolution shall be as follows:

*(Check the appropriate box.)*

☐ Arbitration pursuant to Section 15.4 of AIA Document A201–2017

☐ Litigation in a court of competent jurisdiction

☐ Other *(Specify)*

If the Owner and Contractor do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.

## ARTICLE 7 TERMINATION OR SUSPENSION

§ 7.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201–2017.

§ 7.1.1 If the Contract is terminated for the Owner's convenience in accordance with Article 14 of AIA Document A201–2017, then the Owner shall pay the Contractor a termination fee as follows:

*(Insert the amount of, or method for determining, the fee, if any, payable to the Contractor following a termination for the Owner's convenience.)*

§ 7.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201–2017.

## ARTICLE 8 MISCELLANEOUS PROVISIONS

§ 8.1 Where reference is made in this Agreement to a provision of AIA Document A201–2017 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 8.2 The Owner's representative:

*(Name, address, email address, and other information)*

§ 8.3 The Contractor's representative:

*(Name, address, email address, and other information)*

§ 8.4 Neither the Owner's nor the Contractor's representative shall be changed without ten days' prior notice to the other party.

## § 8.5 Insurance and Bonds

§ 8.5.1 The Owner and the Contractor shall purchase and maintain insurance as set forth in AIA Document A101™–2017, Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum, Exhibit A, Insurance and Bonds, and elsewhere in the Contract Documents.

§ 8.5.2 The Contractor shall provide bonds as set forth in AIA Document A101™–2017 Exhibit A, and elsewhere in the Contract Documents.

§ 8.6 Notice in electronic format, pursuant to Article 1 of AIA Document A201–2017, may be given in accordance with a building information modeling exhibit, if completed, or as otherwise set forth below:  
(If other than in accordance with a building information modeling exhibit, insert requirements for delivering notice in electronic format such as name, title, and email address of the recipient and whether and how the system will be required to generate a read receipt for the transmission.)

§ 8.7 Other provisions:

## ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 This Agreement is comprised of the following documents:

- .1 AIA Document A101™–2017, Standard Form of Agreement Between Owner and Contractor
- .2 AIA Document A101™–2017, Exhibit A, Insurance and Bonds
- .3 AIA Document A201™–2017, General Conditions of the Contract for Construction
- .4 Building information modeling exhibit, dated as indicated below:  
(Insert the date of the building information modeling exhibit incorporated into this Agreement.)

.5 Drawings

Number	Title	Date

.6 Specifications

Section	Title	Date	Pages

.7 Addenda, if any:

Number	Date	Pages

Portions of Addenda relating to bidding or proposal requirements are not part of the Contract Documents unless the bidding or proposal requirements are also enumerated in this Article 9.

.8 Other Exhibits:

(Check all boxes that apply and include appropriate information identifying the exhibit where required.)

☐ AIA Document E204™–2017, Sustainable Projects Exhibit, dated as indicated below:  
(Insert the date of the E204–2017 incorporated into this Agreement.)

[ ] The Sustainability Plan:

Title	Date	Pages

[ ] Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages

.9 Other documents, if any, listed below:

*(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201™-2017 provides that the advertisement or invitation to bid, Instructions to Bidders, sample forms, the Contractor's bid or proposal, portions of Addenda relating to bidding or proposal requirements, and other information furnished by the Owner in anticipation of receiving bids or proposals, are not part of the Contract Documents unless enumerated in this Agreement. Any such documents should be listed here only if intended to be part of the Contract Documents.)*

This Agreement entered into as of the day and year first written above.

OWNER (Signature)

(Printed name and title)

CONTRACTOR (Signature)

(Printed name and title)



# ATTACHMENT 3

*AIA DOCUMENT A101-2017 EXHIBIT A AND  
SUPPLEMENTAL CITY GENERAL CONDITIONS*

# **AIA® Document A101® – 2017 Exhibit A**

## **Insurance and Bonds**

This Insurance and Bonds Exhibit is part of the Agreement, between the Owner and the Contractor, dated the  day of  in the year   
(In words, indicate day, month and year.)

for the following **PROJECT**:  
(Name and location or address)

**THE OWNER:**  
(Name, legal status and address)

**THE CONTRACTOR:**  
(Name, legal status and address)

### **TABLE OF ARTICLES**

#### **A.1 GENERAL**

#### **A.2 OWNER'S INSURANCE**

#### **A.3 CONTRACTOR'S INSURANCE AND BONDS**

#### **A.4 SPECIAL TERMS AND CONDITIONS**

#### **ARTICLE A.1 GENERAL**

The Owner and Contractor shall purchase and maintain insurance, and provide bonds, as set forth in this Exhibit. As used in this Exhibit, the term General Conditions refers to AIA Document A201™-2017, General Conditions of the Contract for Construction.

#### **ARTICLE A.2 OWNER'S INSURANCE**

##### **§ A.2.1 General**

Prior to commencement of the Work, the Owner shall secure the insurance, and provide evidence of the coverage, required under this Article A.2 and, upon the Contractor's request, provide a copy of the property insurance policy or policies required by Section A.2.3. The copy of the policy or policies provided shall contain all applicable conditions, definitions, exclusions, and endorsements.

##### **§ A.2.2 Liability Insurance**

The Owner shall be responsible for purchasing and maintaining the Owner's usual general liability insurance.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

This document is intended to be used in conjunction with AIA Document A201®-2017, General Conditions of the Contract for Construction. Article 11 of A201®-2017 contains additional insurance provisions.

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### § A.2.3 Required Property Insurance

§ A.2.3.1 Unless this obligation is placed on the Contractor pursuant to Section A.3.3.2.1, the Owner shall purchase and maintain, from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located, property insurance written on a builder's risk "all-risks" completed value or equivalent policy form and sufficient to cover the total value of the entire Project on a replacement cost basis. The Owner's property insurance coverage shall be no less than the amount of the initial Contract Sum, plus the value of subsequent Modifications and labor performed and materials or equipment supplied by others. The property insurance shall be maintained until Substantial Completion and thereafter as provided in Section A.2.3.1.3, unless otherwise provided in the Contract Documents or otherwise agreed in writing by the parties to this Agreement. This insurance shall include the interests of the Owner, Contractor, Subcontractors, and Sub-subcontractors in the Project as insureds. This insurance shall include the interests of mortgagees as loss payees.

§ A.2.3.1.1 **Causes of Loss.** The insurance required by this Section A.2.3.1 shall provide coverage for direct physical loss or damage, and shall not exclude the risks of fire, explosion, theft, vandalism, malicious mischief, collapse, earthquake, flood, or windstorm. The insurance shall also provide coverage for ensuing loss or resulting damage from error, omission, or deficiency in construction methods, design, specifications, workmanship, or materials. Sub-limits, if any, are as follows:

*(Indicate below the cause of loss and any applicable sub-limit.)*

Causes of Loss	Sub-Limit

§ A.2.3.1.2 **Specific Required Coverages.** The insurance required by this Section A.2.3.1 shall provide coverage for loss or damage to falsework and other temporary structures, and to building systems from testing and startup. The insurance shall also cover debris removal, including demolition occasioned by enforcement of any applicable legal requirements, and reasonable compensation for the Architect's and Contractor's services and expenses required as a result of such insured loss, including claim preparation expenses. Sub-limits, if any, are as follows:

*(Indicate below type of coverage and any applicable sub-limit for specific required coverages.)*

Coverage	Sub-Limit

§ A.2.3.1.3 Unless the parties agree otherwise, upon Substantial Completion, the Owner shall continue the insurance required by Section A.2.3.1 or, if necessary, replace the insurance policy required under Section A.2.3.1 with property insurance written for the total value of the Project that shall remain in effect until expiration of the period for correction of the Work set forth in Section 12.2.2 of the General Conditions.

§ A.2.3.1.4 **Deductibles and Self-Insured Retentions.** If the insurance required by this Section A.2.3 is subject to deductibles or self-insured retentions, the Owner shall be responsible for all loss not covered because of such deductibles or retentions.

§ A.2.3.2 **Occupancy or Use Prior to Substantial Completion.** The Owner's occupancy or use of any completed or partially completed portion of the Work prior to Substantial Completion shall not commence until the insurance company or companies providing the insurance under Section A.2.3.1 have consented in writing to the continuance of coverage. The Owner and the Contractor shall take no action with respect to partial occupancy or use that would cause cancellation, lapse, or reduction of insurance, unless they agree otherwise in writing.

### § A.2.3.3 Insurance for Existing Structures

If the Work involves remodeling an existing structure or constructing an addition to an existing structure, the Owner shall purchase and maintain, until the expiration of the period for correction of Work as set forth in Section 12.2.2 of the General Conditions, "all-risks" property insurance, on a replacement cost basis, protecting the existing structure against direct physical loss or damage from the causes of loss identified in Section A.2.3.1, notwithstanding the undertaking of the Work. The Owner shall be responsible for all co-insurance penalties.

### § A.2.4 Optional Extended Property Insurance.

The Owner shall purchase and maintain the insurance selected and described below.

*(Select the types of insurance the Owner is required to purchase and maintain by placing an X in the box(es) next to the description(s) of selected insurance. For each type of insurance selected, indicate applicable limits of coverage*

or other conditions in the fill point below the selected item.)

- ☐ § A.2.4.1 **Loss of Use, Business Interruption, and Delay in Completion Insurance**, to reimburse the Owner for loss of use of the Owner's property, or the inability to conduct normal operations due to a covered cause of loss.

- ☐ § A.2.4.2 **Ordinance or Law Insurance**, for the reasonable and necessary costs to satisfy the minimum requirements of the enforcement of any law or ordinance regulating the demolition, construction, repair, replacement or use of the Project.

- ☐ § A.2.4.3 **Expediting Cost Insurance**, for the reasonable and necessary costs for the temporary repair of damage to insured property, and to expedite the permanent repair or replacement of the damaged property.

- ☐ § A.2.4.4 **Extra Expense Insurance**, to provide reimbursement of the reasonable and necessary excess costs incurred during the period of restoration or repair of the damaged property that are over and above the total costs that would normally have been incurred during the same period of time had no loss or damage occurred.

- ☐ § A.2.4.5 **Civil Authority Insurance**, for losses or costs arising from an order of a civil authority prohibiting access to the Project, provided such order is the direct result of physical damage covered under the required property insurance.

- ☐ § A.2.4.6 **Ingress/Egress Insurance**, for loss due to the necessary interruption of the insured's business due to physical prevention of ingress to, or egress from, the Project as a direct result of physical damage.

- ☐ § A.2.4.7 **Soft Costs Insurance**, to reimburse the Owner for costs due to the delay of completion of the Work, arising out of physical loss or damage covered by the required property insurance: including construction loan fees; leasing and marketing expenses; additional fees, including those of architects, engineers, consultants, attorneys and accountants, needed for the completion of the construction, repairs, or reconstruction; and carrying costs such as property taxes, building permits, additional interest on loans, realty taxes, and insurance premiums over and above normal expenses.

#### § A.2.5 Other Optional Insurance.

The Owner shall purchase and maintain the insurance selected below.

(Select the types of insurance the Owner is required to purchase and maintain by placing an X in the box(es) next to the description(s) of selected insurance.)

- ☐ § A.2.5.1 **Cyber Security Insurance** for loss to the Owner due to data security and privacy breach, including costs of investigating a potential or actual breach of confidential or private information.  
(Indicate applicable limits of coverage or other conditions in the fill point below.)

[ ] § A.2.5.2 Other Insurance

(List below any other insurance coverage to be provided by the Owner and any applicable limits.)

Coverage

Limits

ARTICLE A.3 CONTRACTOR'S INSURANCE AND BONDS

§ A.3.1 General

§ A.3.1.1 **Certificates of Insurance.** The Contractor shall provide certificates of insurance acceptable to the Owner evidencing compliance with the requirements in this Article A.3 at the following times: (1) prior to commencement of the Work; (2) upon renewal or replacement of each required policy of insurance; and (3) upon the Owner's written request. An additional certificate evidencing continuation of commercial liability coverage, including coverage for completed operations, shall be submitted with the final Application for Payment and thereafter upon renewal or replacement of such coverage until the expiration of the periods required by Section A.3.2.1 and Section A.3.3.1. The certificates will show the Owner as an additional insured on the Contractor's Commercial General Liability and excess or umbrella liability policy or policies.

§ A.3.1.2 **Deductibles and Self-Insured Retentions.** The Contractor shall disclose to the Owner any deductible or self-insured retentions applicable to any insurance required to be provided by the Contractor.

§ A.3.1.3 **Additional Insured Obligations.** To the fullest extent permitted by law, the Contractor shall cause the commercial general liability coverage to include (1) the Owner, the Architect, and the Architect's consultants as additional insureds for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's operations; and (2) the Owner as an additional insured for claims caused in whole or in part by the Contractor's negligent acts or omissions for which loss occurs during completed operations. The additional insured coverage shall be primary and non-contributory to any of the Owner's general liability insurance policies and shall apply to both ongoing and completed operations. To the extent commercially available, the additional insured coverage shall be no less than that provided by Insurance Services Office, Inc. (ISO) forms CG 20 10 07 04, CG 20 37 07 04, and, with respect to the Architect and the Architect's consultants, CG 20 32 07 04.

§ A.3.2 Contractor's Required Insurance Coverage

§ A.3.2.1 The Contractor shall purchase and maintain the following types and limits of insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located. The Contractor shall maintain the required insurance until the expiration of the period for correction of Work as set forth in Section 12.2.2 of the General Conditions, unless a different duration is stated below:  
(If the Contractor is required to maintain insurance for a duration other than the expiration of the period for correction of Work, state the duration.)

§ A.3.2.2 Commercial General Liability

§ A.3.2.2.1 Commercial General Liability insurance for the Project written on an occurrence form with policy limits of not less than [ ] (\$ [ ]) each occurrence, [ ] (\$ [ ]) general aggregate, and [ ] (\$ [ ]) aggregate for products-completed operations hazard, providing coverage for claims including

- .1 damages because of bodily injury, sickness or disease, including occupational sickness or disease, and death of any person;
- .2 personal injury and advertising injury;
- .3 damages because of physical damage to or destruction of tangible property, including the loss of use of such property;
- .4 bodily injury or property damage arising out of completed operations; and
- .5 the Contractor's indemnity obligations under Section 3.18 of the General Conditions.

§ A.3.2.2.2 The Contractor's Commercial General Liability policy under this Section A.3.2.2 shall not contain an exclusion or restriction of coverage for the following:

- .1 Claims by one insured against another insured, if the exclusion or restriction is based solely on the fact that the claimant is an insured, and there would otherwise be coverage for the claim.

- .2 Claims for property damage to the Contractor's Work arising out of the products-completed operations hazard where the damaged Work or the Work out of which the damage arises was performed by a Subcontractor.
- .3 Claims for bodily injury other than to employees of the insured.
- .4 Claims for indemnity under Section 3.18 of the General Conditions arising out of injury to employees of the insured.
- .5 Claims or loss excluded under a prior work endorsement or other similar exclusionary language.
- .6 Claims or loss due to physical damage under a prior injury endorsement or similar exclusionary language.
- .7 Claims related to residential, multi-family, or other habitational projects, if the Work is to be performed on such a project.
- .8 Claims related to roofing, if the Work involves roofing.
- .9 Claims related to exterior insulation finish systems (EIFS), synthetic stucco or similar exterior coatings or surfaces, if the Work involves such coatings or surfaces.
- .10 Claims related to earth subsidence or movement, where the Work involves such hazards.
- .11 Claims related to explosion, collapse and underground hazards, where the Work involves such hazards.

**§ A.3.2.3** Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Contractor, with policy limits of not less than █ (\$ █ ) per accident, for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles along with any other statutorily required automobile coverage.

**§ A.3.2.4** The Contractor may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella insurance policies result in the same or greater coverage as the coverages required under Section A.3.2.2 and A.3.2.3, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

**§ A.3.2.5** Workers' Compensation at statutory limits.

**§ A.3.2.6** Employers' Liability with policy limits not less than █ (\$ █ ) each accident, █ (\$ █ ) each employee, and █ (\$ █ ) policy limit.

**§ A.3.2.7** Jones Act, and the Longshore & Harbor Workers' Compensation Act, as required, if the Work involves hazards arising from work on or near navigable waterways, including vessels and docks

**§ A.3.2.8** If the Contractor is required to furnish professional services as part of the Work, the Contractor shall procure Professional Liability insurance covering performance of the professional services, with policy limits of not less than █ (\$ █ ) per claim and █ (\$ █ ) in the aggregate.

**§ A.3.2.9** If the Work involves the transport, dissemination, use, or release of pollutants, the Contractor shall procure Pollution Liability insurance, with policy limits of not less than █ (\$ █ ) per claim and █ (\$ █ ) in the aggregate.

**§ A.3.2.10** Coverage under Sections A.3.2.8 and A.3.2.9 may be procured through a Combined Professional Liability and Pollution Liability insurance policy, with combined policy limits of not less than █ (\$ █ ) per claim and █ (\$ █ ) in the aggregate.

**§ A.3.2.11** Insurance for maritime liability risks associated with the operation of a vessel, if the Work requires such activities, with policy limits of not less than █ (\$ █ ) per claim and █ (\$ █ ) in the aggregate.

**§ A.3.2.12** Insurance for the use or operation of manned or unmanned aircraft, if the Work requires such activities, with policy limits of not less than █ (\$ █ ) per claim and █ (\$ █ ) in the aggregate.

### **§ A.3.3 Contractor's Other Insurance Coverage**

**§ A.3.3.1** Insurance selected and described in this Section A.3.3 shall be purchased from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located. The

Contractor shall maintain the required insurance until the expiration of the period for correction of Work as set forth in Section 12.2.2 of the General Conditions, unless a different duration is stated below:

*(If the Contractor is required to maintain any of the types of insurance selected below for a duration other than the expiration of the period for correction of Work, state the duration.)*

**§ A.3.3.2** The Contractor shall purchase and maintain the following types and limits of insurance in accordance with Section A.3.3.1.

*(Select the types of insurance the Contractor is required to purchase and maintain by placing an X in the box(es) next to the description(s) of selected insurance. Where policy limits are provided, include the policy limit in the appropriate fill point.)*

- ☐ **§ A.3.3.2.1** Property insurance of the same type and scope satisfying the requirements identified in Section A.2.3, which, if selected in this section A.3.3.2.1, relieves the Owner of the responsibility to purchase and maintain such insurance except insurance required by Section A.2.3.1.3 and Section A.2.3.3. The Contractor shall comply with all obligations of the Owner under Section A.2.3 except to the extent provided below. The Contractor shall disclose to the Owner the amount of any deductible, and the Owner shall be responsible for losses within the deductible. Upon request, the Contractor shall provide the Owner with a copy of the property insurance policy or policies required. The Owner shall adjust and settle the loss with the insurer and be the trustee of the proceeds of the property insurance in accordance with Article 11 of the General Conditions unless otherwise set forth below:

*(Where the Contractor's obligation to provide property insurance differs from the Owner's obligations as described under Section A.2.3, indicate such differences in the space below. Additionally, if a party other than the Owner will be responsible for adjusting and settling a loss with the insurer and acting as the trustee of the proceeds of property insurance in accordance with Article 11 of the General Conditions, indicate the responsible party below.)*

- ☐ **§ A.3.3.2.2 Railroad Protective Liability Insurance**, with policy limits of not less than  (\$  ) per claim and  (\$  ) in the aggregate, for Work within fifty (50) feet of railroad property.

- ☐ **§ A.3.3.2.3 Asbestos Abatement Liability Insurance**, with policy limits of not less than  (\$  ) per claim and  (\$  ) in the aggregate, for liability arising from the encapsulation, removal, handling, storage, transportation, and disposal of asbestos-containing materials.

- ☐ **§ A.3.3.2.4** Insurance for physical damage to property while it is in storage and in transit to the construction site on an "all-risks" completed value form.

- ☐ **§ A.3.3.2.5** Property insurance on an "all-risks" completed value form, covering property owned by the Contractor and used on the Project, including scaffolding and other equipment.

- ☐ **§ A.3.3.2.6 Other Insurance**

*(List below any other insurance coverage to be provided by the Contractor and any applicable limits.)*

Coverage

Limits

#### **§ A.3.4 Performance Bond and Payment Bond**

The Contractor shall provide surety bonds, from a company or companies lawfully authorized to issue surety bonds in the jurisdiction where the Project is located, as follows:

*(Specify type and penal sum of bonds.)*

Type

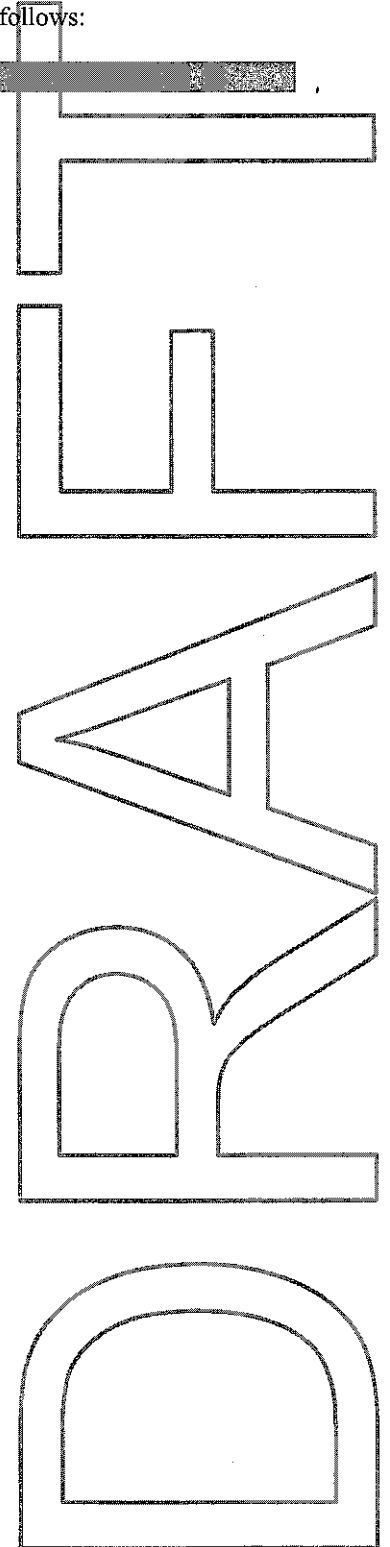
Penal Sum (\$0.00)

Payment Bond

Payment and Performance Bonds shall be AIA Document A312™, Payment Bond and Performance Bond, or contain provisions identical to AIA Document A312™, current as of the date of this Agreement.

#### ARTICLE A.4 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Insurance and Bonds Exhibit, if any, are as follows:





## **Supplemental City General Conditions**

These City General Conditions are intended to supplement the contractual requirements stipulated in AIA Document A201-2017. In the event of a conflict between AIA A201-2017 and these requirements, the more stringent requirement shall govern.

### ***GC-31 Contract Security***

The contractor shall furnish a surety bond in an amount equal to one hundred percent (100%) of the contract price as security for the faithful performance of this contract and shall furnish a separate bond in an amount at least equal to one hundred percent (100%) of the contract price as security for the payment of all persons performing labor and furnishing materials in connection with this contract. The aforesaid bonds shall be in form satisfactory to the City and with good and sufficient surety acceptable to the City.

### ***GC-32 Bondsmen's Waiver of Right to Notification***

The bondsmen shall have familiarized themselves with all conditions and provisions of these specifications, and they waive the right of special notification of any change or modification of this contract, of extension of time, of decreased or increased work, of the cancellation of the contract or of any other act or acts by the City or their authorized agents under the terms of this contract. Failure to so notify bondsmen of changes shall in no way relieve the bondsmen of their obligation under this contract.

### ***GC-33 Insurance***

- (a) In addition to such other insurance that may be required under this contract, the contractor shall provide adequate Workmen's Compensation Insurance for all employees employed under this contract on the project who may come within the protection of the Workmen's Compensation Laws.
- (b) The insurance required by this section shall be written for not less than limits of liability specified in the contract documents or required by law, whichever coverage is greater. The insurance shall be purchased from a company or companies lawfully authorized to do business in the jurisdiction in which the project is located. Coverages shall be written on an occurrence basis without interruption from the date of commencement of the work until date of final payment and termination of any coverage required to be maintained after final payment. Certificates of insurance acceptable to the City shall be filed with the

City in triplicate prior to the commencement of work by the contractor. If any of the insurance coverages are required to remain in force after final payment and are reasonably available, an additional certificate evidencing continuation of such coverage shall be submitted with the final application for payment. Information concerning reduction of coverage shall be furnished by the contractor with reasonable promptness in accordance with the contractor's information and belief.

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- (c) The contractor shall be responsible for proper and adequate Workmen's Compensation coverage for all his subcontractor's operations, and in the event that the contractor's insurance does not cover each and every subcontractor, certificates of insurance issued on policies by companies that may be acceptable to the City covering each and every subcontractor shall be filed with the City prior to the commencement of such subcontract operations.
- (d) If the contractor has fully satisfied the City of his responsibility and capacity under the applicable Workmen's Compensation Laws, if any, to act as self-insurer, he may so act and in such a case the insurance required by Article (a) of this section need not be provided.
- (e) The contractor shall obtain insurance against loss by fire, earthquake or other hazards and, when required by the Special Conditions, shall furnish certificates of such insurance to the City.
- (f) In the event that the form of any policy or certificate, the amount of the insurance or the companies writing same are not satisfactory to the City, the contractor shall furnish other policies or certificates in form and amount, with companies satisfactory to the City. The contractor shall not cause any policy to be canceled, or permit it to lapse, and all policies shall include a clause to the effect that the policy or certificate shall not be subject to cancellation or to a reduction in the required limits of liability or amounts of insurance until notice has been mailed to the City not less than thirty (30) days thereafter stating when such cancellation or reduction shall be effective. All certificates of insurance, authenticated by the proper officer of the insurer, shall state in particular those insured, the extent of the insurance, the location and operations to which the insurance applies, the expiration date and the above mentioned notice of cancellation clause.

***GC-34 Public Liability and Property Damage Insurance***

- (a) The contractor shall take out and maintain during the life of this contract such Public Liability and Property Damage Insurance as shall protect him and the City, and all officers, agents and employees of the City, from all claims for personal injury including accidental death as well as from all claims for property damage arising from operations under this contract. The amounts of such insurance shall be as hereinafter set forth.
- (b) The contractor shall require the subcontractors, if any, to take out and maintain similar Public Liability and Property Damage Insurance. The amounts of such insurance shall be as hereinafter set forth.
- (c) In case any of the work under this contract is to be performed on or at the site of the project by a subcontractor, the contractor shall also take out and maintain such Contingent or Protective Insurance and will protect him and the City and all officers, agents and employees of the City from damage claims arising from the operations of any subcontractor. The amounts of such insurance shall be as hereinafter set forth.

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- (d) If any subcontractor shall subcontract any portion of his subcontract, the contractor shall require him to take out and maintain such Contingent or Protective Insurance as will protect such subcontractors from damage claims arising from the operations of the second subcontract. Such contingent or protective insurance shall be in the same amount as the primary subcontractor's insurance.
- (e) As above provided, the contractor shall take out and maintain:

For a contract bid of less than \$50,000:

Public Liability Insurance for injuries, including accidental death to any person, in an amount not less than	\$500,000
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Subject to the same limit for each person on account of one accident in an amount not less than	\$500,000
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For a contract bid of equal to or greater than \$50,000 and less than \$150,000:

Public Liability Insurance for injuries, including accidental death to any person, in an amount not less than	\$1,000,000
---	-------------

Subject to the same limit for each person on account of one accident in an amount not less than	\$1,000,000
---	-------------

For a contract bid equal to or greater than \$150,000 and less than \$250,000:

Public Liability Insurance for injuries, including accidental death to any person in an amount not less than	\$1,500,000
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Subject to the same limit for each person on account of one accident in an amount not less than	\$1,500,000
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For a contract bid equal to or greater than \$250,000:

Public Liability Insurance for injuries,  
including accidental death, in an amount not  
less than \$3,000,000

Subject to the same limit for each person on  
account of one accident in an amount not less  
than \$3,000,000

Property Damage Insurance in an amount not  
less than \$250,000

Contractor's Contingent or Protective Insurance for Public Liability and Property  
Damage in the amount not less than the respective amounts noted above.

- (f) As above provided, the contractor shall require all subcontractors, whether primary or  
secondary, to take out and maintain Public Liability and Property Damage Insurance  
in amounts not less than the following:

<i>Subcontracts</i>	<i>Public Liability Insurance</i>		<i>Property Damage Insurance</i>
	<i>Injury to 1 Person</i>	<i>Aggregate</i>	
Less than \$1,000	\$ 40,000	\$ 40,000	\$ 20,000
1,000 to 5,000	100,000	200,000	50,000
5,000 to 20,000	150,000	300,000	75,000
20,000 to 50,000	200,000	400,000	100,000
50,000 and above	1,000,000	2,000,000	200,000

- (g) *Indemnification* - The contractor shall indemnify and save the City, its officer, agents,  
and employees, free and harmless from any and all costs, damages, or liability,  
including attorney's fees, arising out of any act or omission to act including any  
negligent act or omission to act of contractor, its officers, agents, subcontractors, and  
employees with respect to the performance of the work or of any of the contractor's  
obligations under this contract, except when such loss or damage was caused by the  
sole negligence or willful misconduct of the City, its officers, agents, or employees.

In addition to the foregoing, Contractor shall reimburse the City all costs, including  
attorney's fees, incurred by the City in handling, responding to, or litigating stop notice  
claims or other demands against funds due to the contractor or against the contractor's  
payment bond by contractor's officers, agents, or employees, including  
subcontractors.

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- (h) *No Personal Liability* - Neither the Mayor, City Council, Engineer, nor any other officer or authorized assistant or agent shall be personally responsible for any liability arising under the contract.
- (i) *Responsibility of City* - The City of Ridgecrest shall not be held responsible for the care or protection of any materials or parts of the work prior to final acceptance, except as expressly provided in these specifications.
- (j) *Insurance Certificate* - All insurance certificates submitted shall name the City of Ridgecrest, its officers, agents, and employees as additional insured.

# ATTACHMENT 4

## *REVISED ATTACHMENT A - BID PRICING LIST*

**ATTACHMENT A - BID PRICING LIST**

Project No. MF24-02

**NOTE TO BIDDERS:**

Provide pricing to include all the required material and labor to complete indicated scope of work on the plans and specifications. Bidders shall provide total lump sum price for each listed division indicated below. Unit pricing to be provided by contractor in schedule of values upon award of bid.

WORK IDENTIFICATION: Sgt. John Pinney Memorial Pool Replacement, Project No. MF24-02

**NAME OF BIDDER:**

Division	Specification Section							Total Lump Sum
<b>Division 1</b>	<b>General Requirements</b>							
	Shall include all contents of Division 1 Specifications.							
<b>Division 2</b>	<b>Site Work</b>							
	Rough Grading (Include costs for all associated work i.e. erosion control, drainage control, etc...)							
	Finish Grading (Include costs for all associated work i.e. erosion control, drainage control, etc...)							
	Excavation and Backfill for Structures.							
	Excavating, Backfilling and Compacting for Utilities.							
	Base Course							
	Termite Control							
	Asphaltic Concrete Paving							
	Portland Cement Concrete Paving							
	Pavement Markings and Precast Concrete Bumpers							
	Surface Mounted Detectable Warning Surfaces							
	<b>Total</b>							
<b>Division 3</b>	<b>Concrete</b>							
	Concrete Foundation							
	Concrete Slab-On-Grade							
	Concrete Site Retaining Walls (Include associated guard railings)							
	Concrete Stairs and Ramps (Include stair and ramp railings with this amount)							
	<b>Total</b>							
<b>Division 4</b>	<b>Masonry</b>							
	Concrete Unit Masonry (CMU)							
	Adhered Masonry Veneer							
	Architectural Concrete Masonry							
	<b>Total</b>							
<b>Division 5</b>	<b>Division 5: Metals</b>							
	Structural Steel							
	Metal Decking							
	Metal Fabrications							
	Miscellaneous Metals							
	<b>Total</b>							
<b>Division 6</b>	<b>Division 6: Wood and Plastics</b>							
	Rough Carpentry							
	Wood I Joists							
	Finish Carpentry							
	Custom Casework							
	Solid Surfacing Fabrications							
	Fiberglass Reinforced Panels							
	<b>Total</b>							





<b>Division 13</b>	<b>Special Construction</b>						
	Swimming Pool General Requirements						
	Swimming Pool Excavation						
	Swimming Pool Concrete						
	Swimming Pool Shotcrete						
	Swimming Pool Ceramic Tile						
	Swimming Pool Plaster						
	Swimming Pool Equipment						
	Swimming Pool Mechanical						
	Swimming Pool Electrical						
	<b>Total</b>						
<b>Division 21</b>	<b>Fire Suppression</b>						
	Provide \$ for Design-Build work						
	<b>Total</b>						
<b>Division 22</b>	<b>Plumbing</b>						
	Rough Plumbing						
	Finish Plumbing						
	Common Work Results for Plumbing						
	Basic Plumbing Materials and Methods						
	Plumbing Identification						
	Plumbing Insulation						
	<b>Total</b>						
<b>Division 23</b>	<b>Heating, Ventilating, and Air Conditioning</b>						
	HVAC						
	Common Work Results for HVAC						
	Hangers and Supports						
	HVAC Sound Vibration Seismic Control						
	HVAC Identification						
	TAB						
	HVAC Insulation						
	HVAC Systems Commissioning						
	HVAC Instrumentation Controls						
	Air Distribution						
	Diffusers, Registers, and Grilles						
	HVAC Equipment						
	Heat Pump Variable Refrigerant Flow Equipment						
	Heat Recovery Variable Refrigerant Flow Equipment						
	<b>Total</b>						
<b>Division 26</b>	<b>Electrical</b>						
	Rough Electrical						
	Finish Electrical						
	Low Voltage Wires						
	Grounding and Bonding						
	Raceways, Boxes, Fittings and Supports						
	Electrical Systems Commissioning						
	Lighting Control Systems						
	Service Entrance						
	Low Voltage Transformers						
	Switchboards						
	Panel Boards Signal Terminal Cabinets						
	Electric Vehicle Chargers						
	Solid State (LED) Lighting						
	PV System - Provide \$ for Design-Build work						
	Parking Lot LED and Site Lighting						
	<b>Total</b>						
<b>Division 27</b>	<b>Low Voltage</b>						
	Low Voltage Requirements						
	Data Networking - Provide \$ for Design-Build work						
	<b>Total</b>						

<b>Division 28</b>	<b>Electronic Safety and Security - Fire Alarm</b>						
	Provide \$ for Design-Build work						
	<b>Total</b>						
<b>Division 31</b>	<b>Earthwork</b>						
	Site Clearing						
	Earthwork						
	Trenching and Backfilling						
	<b>Total</b>						
<b>Division 32</b>	<b>Exterior Improvements</b>						
	Aggregate Base Course						
	Asphalt Concrete Paving						
	Curbs, Gutters, Sidewalks						
	Ornamental Metal Fences and Gates						
	Landscape Irrigation						
	Landscape Planting						
	Turf Sodding						
	Hydroseeding						
	<b>Total</b>						
<b>Division 33</b>	<b>Utilities</b>						
	Water Utilities						
	Sanitary Sewerage Utilities						
	Storm Drainage Utilities						
	<b>Total</b>						
<b>Special Provisions</b>	<b>Signing, Striping, and Pavement Markers</b>						
	<b>Total</b>						
<b>Appendices</b>	<b>PPB Assembly</b>						
	Pedestrian Hybrid Signal (HAWK) Pedestrian Crosswalk System						
	<b>Total</b>						