

## 7. CONTRACT APPENDIX, SUBPART B

### SUPPLEMENTARY GENERAL CONDITIONS

- A. The terms “OWNER” and “District” as used herein shall both be deemed to mean the Chaffey Community College District and Chaffey College or its representatives and Governing Board.
- B. The terms “CONTRACTOR” and “Bidder” as used herein shall both be deemed to mean the person or firm submitting the bid, his employees, representatives or agents.
- C. The terms “Construction Manager,” “Project Manager,” and “Program Manager” shall all be deemed to mean the person or firm providing Construction Management services to the Owner, his employees, representatives, or agents.
- D. The Work shall be completed within 182 calendar days (the “Completion Time”) per the Contract and OWNER’S Notice to Proceed.
- E. The agreed liquidated damages, as provided in Article 8.4.1 of the General Conditions, shall be \$1,000.00 (One-Thousand Dollars) per calendar day.
- F. The number of copies of Construction Documents furnished, per Article 2.2.9 of the General Conditions, shall be **2 (two)**.
- G. The number of executed copies the successful CONTRACTOR shall provide of the Contract is 4 (four) and the number of PERFORMANCE and PAYMENT BONDS is 4 (four) each.
- H. Paragraphs 11.1 – 11.3 of the General Conditions, shall not apply; instead, the insurance requirements set forth below shall apply.
  - 1. Contractor must, at its expense, purchase and maintain in full force and effect such insurance as will protect itself and OWNER from claims which may arise from the Work required by the Contract Documents, whether such Work is done by Contractor, by any subcontractor, by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable. The coverages required by these Supplementary General Conditions shall not in any way limit the liability of Contractor. All insurance purchased pursuant to these Supplementary General Conditions shall be in policies subject to the prior written approval of the OWNER as to form, content, liability limits, cost and issuing company. The requirements in these Supplementary General Conditions apply to the Contractor, subcontractors and sub-subcontractors performing Work on the Project. Contractor and all subcontractors shall furnish

Certificates of Insurance, as required below, evidencing said coverage before commencing work on the Project.

- a. COMMERCIAL GENERAL LIABILITY INSURANCE covering operations. The policy form must be nothing less than the standard Commercial General Liability insurance policy (Occurrence Form”) with limits no less than those specified in these Supplementary General Conditions.
- b. AUTOMOBILE LIABILITY INSURANCE covering the use of all owned, non-owned and hired vehicles and with limits no less than those specified in these Supplementary General Conditions.
- c. WORKERS’ COMPENSATION AND EMPLOYER’S LIABILITY INSURANCE as required by Federal and State of California law.

2. Contractor Construction Equipment Insurance:

Any policies maintained by the Contractor and subcontractors on their owned and/or rented equipment and materials shall contain a provision requiring the insurance carriers to waive their rights of subrogation against the OWNER and all other indemnities named in the contract.

3. Professional Liability Insurance (Errors & Omissions)

In the event any contract specification requires the performance of professional services, such as but not limited to, architectural, engineering, construction management, surveying, design, etc., a certificate of insurance must be provided prior to commencing work evidencing such coverage with a limit of not less than \$1,000,000.

4. Environmental and Asbestos Abatement Coverages

If the Contract involves the removal of asbestos, the removal/replacement of underground tanks or the removal of toxic chemicals and substances, the Contractor will be required to provide adequate coverages, with limits not less than \$5,000,000 per claim basis, for such exposures subject to requirements and approval of the OWNER.

5. Hold Harmless Clause

Work done on the premises, or in connection with the prosecution of this contract by the Contractor, shall be at the Contractor’s risk and the Contractor shall assume any and all liability and shall hold harmless the OWNER, its officials, officers, directors, agents and employees, from claims or demands, cost expenses, loss or damage due to bodily injury, sickness or disease, including death to employees of the Contractor or any other person, or damage of property including loss of use thereof suffered by employees of the Contractor or any other person; arising out of the performance of the contract, whether such are based upon negligence of the OWNER or any other person, firm, corporation or organization for whom such contract is being performed, their agents, employees or otherwise.

## 6. Proof of Insurance – General Requirements

- a. Before work is started, the Contractor shall forward to the OWNER two copies of a Certificate of Insurance, evidencing that all required insurance is in full force and effect, executed by an authorized representative of the insurance company, and naming the OWNER "Chaffey Community College District" as an additional insured. The Certificate of Insurance shall show (1) all companies affording coverage and (2) the name of the insured exactly in the manner as shown on the Bid Form. The name of the insured must be the name under which the entity is licensed by the Contractors State License Board.

All certificates of insurance, from both contractor and all subcontractors, shall clearly state that the OWNER is named as an additional insured under the policy described and that such insurance policy shall be primary to any insurance or self-insurance maintained by the OWNER.

- b. Certificates and insurance policies shall include the following clause: *"This policy shall not be cancelled or reduced in required limits of liability or amounts of insurance until notice has been mailed to the OWNER. Date of cancellation or reduction may not be less than Thirty (30) days, or Ten (10) days for nonpayment of premium, after date of mailing notice."*
- c. Certificates of insurance shall state in particular those insured, extent of insurance, location and operation to which insurance applies, expiration date, and cancellation and reduction notice.
- d. The form and substance of all insurance policies are subject to OWNER'S approval. Commercial General Liability and Automobile Liability Insurance policies shall be issued by companies with a Best rating of A- or better and a financial classification of VII or better (or an equivalent rating by Standard & Poor or Moody's). Workers' Compensation and Employer's Liability Insurance policies shall be issued by companies with either (1) a Best rating of B+ or better and a financial classification of VII or better (or an equivalent rating by Standard & Poor or Moody's), or (2) that are acceptable to OWNER.
- e. In the event the contractor or any subcontractor fails to purchase and maintain the required insurance or to furnish satisfactory evidence thereof, the OWNER may procure and maintain such coverages for all parties on behalf of the contractor. Contractor shall furnish all necessary information and pay the premium cost to the OWNER immediately upon presentation of a premium invoice; otherwise, OWNER may deduct the cost of such insurance from the Contract Sum.
- f. Each subcontractor must be covered by insurance of the same character and in the amounts specified in these Supplementary General Conditions, naming the Contractor and the OWNER as additional insureds. Copies of certificates of insurance for subcontractors must be filed with the OWNER within thirty (30) working days after issuance of a Notice to Proceed and at least five (5) working days before the subcontractor begins work on the site. Failure to provide evidence of such insurance shall result in the subcontractor being excluded from the site until proper coverage is verified. The cost of any resulting delay will be borne by the Contractor.

- g. Any material change in limits, coverages or loss of aggregate limit due to outstanding claims must be reported to the OWNER within 30 days of any such event.
- I. The insurance policies for Commercial General Liability and Automobile Liability Insurance required of the Contractor and all subcontractors shall be written for not less than the following minimum limits:

Commercial Form General Liability Insurance:

	<u>Contractor</u>	<u>Subcontractor(s)</u>
Per Occurrence	\$5,000,000.00	\$2,000,000.00
General Aggregate	\$5,000,000.00	\$3,000,000.00
Products/Completed Operations Aggregate	\$1,000,000.00	\$1,000,000.00
Personal/Advertising Injury Aggregate	\$5,000,000.00	\$1,000,000.00

Automobile Liability Insurance:

	<u>Contractor</u>	<u>Subcontractor(s)</u>
Bodily Injury and Property Damage Combined Single Limit	\$1,000,000.00	\$1,000,000.00

Professional Errors and Omissions Liability Insurance:

	<u>Contractor</u>	<u>Subcontractor(s)</u>
Per Occurrence	N/A	N/A
General Aggregate	N/A	N/A

Pollution Liability Insurance:

	<u>Contractor</u>	<u>Subcontractor(s)</u>
Per Occurrence	\$1,000,000.00	\$1,000,000.00
General Aggregate	\$1,000,000.00	\$1,000,000.00

**NOTE:** These limits can be attained by individual policies or by combining primary and umbrella policies.

- J. OWNER shall provide Builder's Risk Insurance as follows:
1. Primary Coverage: The policy shall cover the full contract value of the project, up to, but not to exceed, the Policy Limit of \$50,000,000.00.
  2. Coverage Term: Duration of project.
  3. Description of Coverages:
    - a. All-risk (i.e., "open perils"), excluding earthquake.
    - b. Replacement costs.
    - c. Collapse, if resulting from a covered peril.
    - d. Debris removal.
    - e. Off-site storage.
      - i. Policy Limit of \$10,000,000.00 per occurrence
    - f. Property in transit.
      - i. Policy Limit of \$40,000,000.00 per occurrence.

4. Deductible: \$5,000.00.
  - a. Contractor shall be responsible for the first FIVE-THOUSAND AND 00/100 DOLLARS (\$5,000.00) of each loss or damage covered by the Builder's Risk Insurance provided by the OWNER which is caused by the Contractor or any Subcontractor or Sub-Subcontractor or for which the Contractor, Subcontractor or Sub-Subcontractor is liable, and for all uninsured losses. No loss or damage, if any, incurred hereunder shall excuse Contractor's complete and satisfactory performance of the provisions of the Contract Documents.
5. Exclusions:
  - a. Earthquake.
  - b. Contractor's equipment.
- K. Notwithstanding anything to the contrary contained herein, the General Precedence of Documents Comprising the Contract shall be as specified in the General Conditions Article 1.2.4.
- L. This Bid requires the successful Contractor to have the following experience and technical expertise in order to be responsive:
  - a. The Contractor must have been in business under the same name/license number at the same location for a period of not less than five (5) continuous years. Contractor must provide this information in Section 4, Bidder Information Forms, subsections 4A4.0 and 4A5.0.
  - b. The Contractor, as a **prime contractor** under its current license number, must have completed:
    - (1) at least 3 construction projects for a California public school district, community college or university,
      - a. that required DSA submittals and approvals as evidenced by a DSA Project Number,
      - b. with a construction cost of \$4,000,000 or more,
      - c. using design-bid-build, design-build, or CM-at-Risk delivery
  - c. Contractor shall have provided accurate and complete information in Section 4, Bidder Information Forms, which is verifiable.

- M. **Delete** General Conditions paragraph 1.1.14, and **substitute** the following:

**1.1.14 CONSTRUCTION MANAGER**

The term "Construction Manager" means the individual, firm, partnership, corporation or other entity providing construction management services for the Project. The "Construction Manager" and the Construction Manager's Representative shall be referred to throughout the Contract is if singular in number.

Unless directed otherwise by OWNER, the Construction Manager shall have authority to act on behalf of OWNER for all purposes consistent with the Construction Manager's authority. The Contractor shall cooperate with the Construction Manager and respond to any requests or directives authorized by the OWNER to be made or given by the Construction Manager. The Contractor shall request clarification from OWNER in writing if the Contractor has any questions regarding the authority of the Construction Manager. OWNER may expand the Construction Manager's authority at any time and may direct the Contractor, subcontractors, Architect or any other party to acknowledge the authority of the Construction Manager in any situation.

- N. **Delete** General Conditions paragraph 3.10, and **substitute** the following:

**3.10 DOCUMENT RECORDS**

The Contractor shall maintain a record copy of the Drawings, Specifications, Addenda, Change Orders, and other Modifications, in good order and marked currently to record changes and selections made during construction. In addition, the Contractor shall maintain approved Shop Drawings, Product Data, Samples, and similar required submittals. These documents shall be available to the Construction Manager and Architect, and shall be delivered to the Construction Manager and Architect for delivery to the OWNER upon completion of the Work.

- O. The deadline by which Contractor must obtain and submit all shop drawings, product data and samples per **General Conditions, paragraph 3.11.1.4**, is no later than **twenty-one (21) days after** Contractor receives the Notice of Award letter for the Project from OWNER.

- P. **Delete** General Conditions paragraph 3.11.2.4, and **substitute** the following:

**3.11.2.4 Review and Approval Prior to Commencement of Work**

The Architect shall review the submittals and return them **within fourteen (14) calendar days for regular submittals and within ninety (90) calendar days for deferred approval submittals**, as applicable, after receiving them from the Construction Manager, who will then forward them to the Contractor with one of three responses:

- A. APPROVED WITH NO EXCEPTIONS-PROCEED.  
Construction Manager shall return **one (1) copy to the Contractor** and **one (1) copy to the DSA Inspector**, both with the Architect's stamp and signature applied thereto.
- B. APPROVED AS NOTED-PROCEED CONDITIONALLY:  
Contractor shall make the required corrections and resubmit to Construction Manager **within five (5) calendar days** after Contractor's receipt of the returned submittal.
- C. REJECTED-RESUBMIT-DO NOT PROCEED:  
Contractor must completely revise and resubmit the submittal to Construction Manager **within five (5) calendar days** after Contractor's receipt of the returned submittal.

No portion of the Work requiring a submittal shall be commenced until the submission has been reviewed by OWNER and Architect, unless specifically directed in writing by the OWNER. All such portions of the Work shall be in accordance with Architect's approved response to the submittal.

- Q. The deadline by which Contractor must submit a request for substitution of products, materials or processes per **General Conditions, paragraph 3.11.5.3**, is no later than **five (5) days after** Contractor receives the Notice of Award letter for the Project from OWNER.

- R. **Delete** General Conditions Paragraph 3.11.5.4, and **substitute** the following:

**3.11.5.4    *List of Manufacturers and Products Required***

Each Subcontractor shall prepare and submit to the Contractor within **thirty (30) calendar days** of execution of its Subcontract, comprehensive lists, in quadruplicate, of the manufacturers and products proposed for the Project, including information on materials, equipment, and fixtures required by the Contract, as may be required for Contractor's or Architect's preliminary approval. Approval of such lists of products shall not be construed as a substitute for the shop drawings, manufacturer's descriptive data, and samples, which are required by the Contract, but rather as a base from which more detailed submittals shall be developed for the final review of the Contractor and the Architect.

**END OF SUPPLEMENTARY GENERAL CONDITIONS**