



**PROJECT# CC22-076
PIPELINE REPLACEMENT PROJECT - AREA 1 AND 2**

June 23, 2022

ADDENDUM #5

This Addendum constitutes additional information and serves to clarify questions and issues. This will be considered as part of the City of Victorville "Pipeline Replacement Project - Area 1 and 2, Project CC22-076".

Should you have any questions, please contact Celeste Calderon, Finance , at (760) 955-5082, Fax (760) 269-0045, or email: cmcalderon@victorvilleca.gov

STATEMENTS

- An unintentional discrepancy was found when Addendum #3 was uploaded to Ebidboard.com as well as City website. On Ebidboard.com, the Addendum #3 document was uploaded in color, as intended; however, on City website, the same document was uploaded in a black and white "scanned" version which was not of the highest quality and/or as intended. Therefore, City corrected this discrepancy and reloaded the Addendum #3 document as initially intended on both City website and Ebidboard.com on June 22, 2022.
- Asphalt Concrete (AC) material to be used shall be as follows:
 - AC for trenches within Caltrans right-of-way (D Street - Highway 18 on sheet 10 and 11 of Area 2 Plans) shall be ½" maximum aggregate **C2-PG 64-28**.
 - AC for full-width alley pavement repairs and trench repairs within City right-of-way shall be ½" maximum aggregate **C2-PG 64-10**.
- **Section 5-4 "Insurance"** of the Special Provisions under Section A has been revised. Please refer to attached **Revised Section 5-4 "Insurance"** (Attachment A) for details.

ATTACHMENTS

A. Revised Section 5-4 "Insurance"

BIDDER ACKNOWLEDGEMENT

Please confirm receipt of this Addendum #5, CC22-076, by attaching the signed acknowledgment to your bid proposal. **Failure to acknowledge receipt of this addendum may result in your proposal being rejected as non-responsive.** The undersigned acknowledges receipt of ADDENDUM #5:

Receipt acknowledged and conditions agreed to this _____ day of _____ 2022

Bidder: _____

By: _____

CITY APPROVALS:

Brian Gengler

Brian Gengler, City

DELETE THE TEXT IN ITS ENTIRETY AND REPLACE WITH THE FOLLOWING:

5-4.1 General. The Contractor shall procure and maintain, for the duration of the contract, insurance against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the work here under by the Contractor, their agents, representatives, employees, or Subcontractors.

5-4.2 Minimum Scope of Insurance. Coverage shall be at least as broad as:

- a) Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001),
- b) Insurance Services Office form number CA 0001 (Ed. 1/87) covering Automobile Liability, Code I (any auto),
- c) Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance,
- d) Course of Construction/Inland Marine Insurance for Work on Site. The Contractor shall purchase and maintain insurance to the full contract and insurable value thereof, commonly referred to a Course of Construction, Builders' Risk, or an Inland Marine policy that offers "Installation" coverage.

5-4.3 Minimum Limits of Insurance. Contractor shall maintain limits no less than:

- a) **Comprehensive General and Automobile Liability Insurance.** Contractor shall procure and maintain at its own expense, during the term of this Agreement Commercial General Liability (CGL): Insurance Services Office (ISO) Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than \$5,000,000 per occurrence resulting from the wrongful or negligent acts by the Contractor or its officers, employees, servants, volunteers, and agents, and independent contractors. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit. Contractor shall further procure and maintain, at its own expense, during the Term of this Agreement, Commercial Vehicle Liability Insurance covering person injury and property damage, of not less than Five Million Dollars (\$5,000,000) combined single limit, covering any vehicle utilized by Contractor or its officers, employees, servants, volunteers, or agents and independent contractors in performing the services required by this Agreement.
- b) **Workers' Compensation Insurance.** Contractor shall procure and maintain at its' own expense, during the Term of this Agreement, Workers' Compensation Insurance, providing coverage as required by the California State Workers' Compensation Law.
 1. If any class of employees employed by the Contractor, pursuant to this Agreement is not protected by the California State Workers' Compensation Law, Contractor shall provide adequate insurance for the protection of such employees to the satisfaction of the City of Victorville.
 2. Course of Construction/Inland Marine Insurance. Completed Value of the Work including owned, leased, and rented equipment. This insurance shall include the interest of the City, its officers, officials, employees, agents, and volunteers. Contractor and Subcontractors and will cover their Work at the site and all materials, supplies, equipment, machinery and apparatus entering into the construction of the Work site.

5-4.4 Deductibles and Self-Insured Retention. Any deductibles or self-insured retention must be declared to and approved by the City of Victorville. At the option of the City of Victorville, either the insurer shall reduce or eliminate such deductibles or self-insured retention that pertains to the City of Victorville, its officers, officials, employees and volunteers; or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

5-4.5 Other Insurance Provisions.

- a) The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:
 - 1) Notwithstanding any inconsistent statement in any required insurance policies or any subsequent endorsements attached thereto, the protection offered by all policies, except for Workers' Compensation coverage, shall bear an endorsement whereby it is provided that, the City of Victorville, its officers, employees, servants, volunteers, and agents and independent contractors, including, without limitation, the City of Victorville Attorney, are named as Additional Insured's. The coverage shall contain no special limitations on the scope of protection afforded to the City of Victorville, its officers, officials, employees, agents or volunteers.
 - 2) Contractor shall require the carriers of all required insurance policies to waive all rights of subrogation against the City of Victorville, its officers, volunteers, employees, contractors, and Subcontractors.
 - 3) For any claims related to this Work, the Contractor's insurance coverage shall be primary insurance as respects the City of Victorville, its officers, officials, employees, agents and volunteers. Any insurance or self-insurance maintained by the City of Victorville, its officers, officials, employees, agents, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.
 - 4) Any failure to comply with reporting or other provisions of the policies, including breaches of warranties, shall not affect coverage provided to the City of Victorville, its officers, officials, employees, agents or volunteers.
 - 5) The Contractor's insurance shall apply separately to each insured against whom a claim is made or suit is brought, except with respect to the limits of the insurer's liability.
 - 6) Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits, except after thirty (30) days prior written notice, by certified mail return receipt requested, has been given to the City of Victorville. In the case of non-payment, ten (10) days' advance written notice shall be given.
- b) Course of Construction Policies Shall Contain the Following Provisions
 - 1) City of Victorville shall be named as loss payee
 - 2) Notwithstanding any inconsistent statement in any required insurance policies of any subsequent endorsements attached thereto, the protection offered by all policies, except for Workers' Compensation coverage, shall bear an endorsement whereby it is provided that, the City of Victorville and its officers, employees, servants, volunteers, and agents and independent contractors, including, without limitation, City of Victorville Attorney, are named as Additional Insured's
 - 3) Contractor shall require the carriers of all required insurance policies to waive all rights of subrogation against the City of Victorville and its officers, volunteers, employees, Contractors and Subcontractors

- 4) If the project does not involve new or major reconstruction, at the option of the City of Victorville, an Installation Floater may be acceptable. For such projects, a Property Installation Floater shall be obtained that provides for the improvement, remodel, modification, alteration, conversion or adjustment to existing buildings, structures, processes, machinery and equipment. The Property Installation Floater shall provide property damage coverage for any building, structure, machinery or equipment damaged, impaired, broken, or destroyed during the performance of the Work, including during transit, installation, and testing at the Entity's site.

5-4.6 Acceptability of Insurers. Insurance is to be placed with insurers that have a current A.M. Best's rating of no less than A:VII.

5-4.7 Verification of Coverage. Contractor shall furnish the City of Victorville with original endorsements effecting coverage required by this clause. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. All endorsements are to be received and approved by the City of Victorville before work commences. As an alternative to City of Victorville's forms, the Contractor's insurer may provide complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications.

5-4.8 Subcontractors. The Contractor shall include all Subcontractors as insured under the policies or shall furnish separate certificates and endorsements for each Subcontractor. All coverage for Subcontractors shall be subject to all the requirements stated herein, and Contractor shall ensure that the City of Victorville is an additional insured on insurance required from subcontractors. For CGL coverage, subcontractors shall provide coverage with a form at least as broad as CG 20 38 04 13.