

CITY OF FERNDALE

POB 1095

FERNDALE, CA 95536

"A Historic Victorian Village"



CITY OF FERNDALE

FIREMENS PARK BASKETBALL COURT RENOVATION & ADA IMPROVEMENTS PROJECT

ADDENDUM NO. 01 – 10/8/2026

The purpose of this Addendum is to modify the Contract Documents for the FIREMANS PARK BASKETBALL COURT RENOVATION & ADA IMPROVEMENTS PROJECT ("Project").

This Addendum will become part of the Contract Documents for the Project.

Each bidder must acknowledge receipt of this Addendum in Section 2 of the Bid Proposal form, provided in the Contract Documents.

CHANGES TO THE CONTRACT DOCUMENTS:

In the GENERAL CONDITIONS, Article 4 - Bonds, Indemnity, and Insurance, Section 4.3.1 Policies and Limits.

- 4.3.1.1 Commercial General Liability ("CGL") Insurance: **Change** the limits to read, '...limits of at least **\$1,000,000** per occurrence and at least **\$2,000,000** general aggregate.'
- 4.3.1.2 Automobile Liability Insurance: **Change** the limits to read, '...of at least **\$1,000,000** combined single-limit ...'.
- 4.3.1.4 Pollution Liability Insurance: : **Change** the limits to read, '...providing coverage of at least **\$1,000,000** for all loss ...'.

END OF ADDENDUM NO. 01

Brian K. Ontiveros, City Engineer

10/8/2026

Date

Article 4- Bonds, Indemnity, and Insurance

- 4.1 **Payment and Performance Bonds.** Within ten days following issuance of the Notice of Potential Award, Contractor is required to provide a payment bond and a performance bond, each in the penal sum of not less than 100% of the Contract Price, and each executed by Contractor and its surety using the bond forms included with the Contract Documents.
- 4.1.1 **Surety.** Each bond must be issued and executed by a surety admitted in California. If an issuing surety cancels the bond or becomes insolvent, within seven days following written notice from City, Contractor must substitute a surety acceptable to City. If Contractor fails to substitute an acceptable surety within the specified time, City may, at its sole discretion, withhold payment from Contractor until the surety is replaced to City's satisfaction, or terminate the Contract for default.
- 4.1.2 **Supplemental Bonds for Increase in Contract Price.** If the Contract Price increases during construction by five percent or more over the original Contract Price, Contractor must provide supplemental or replacement bonds within ten days of written notice from City pursuant to this Section, covering 100% of the increased Contract Price and using the bond forms included with the Contract Documents.
- 4.2 **Indemnity.** To the fullest extent permitted by law, Contractor must indemnify, defend, and hold harmless City, its Council, officers, officials, employees, agents, volunteers, and consultants (individually, an "Indemnitee," and collectively the "Indemnitees") from and against any and all liability, loss, damage, claims, causes of action, demands, charges, fines, costs, and expenses (including, without limitation, attorney fees, expert witness fees, paralegal fees, and fees and costs of litigation or arbitration) (collectively, "Liability") of every nature arising out of or in connection with the acts or omissions of Contractor, its employees, Subcontractors, representatives, or agents, in bidding or performing the Work or in failing to comply with any obligation of Contractor under the Contract, except such Liability caused by the active negligence, sole negligence, or willful misconduct of an Indemnitee. This indemnity requirement applies to any Liability arising from alleged defects in the content or manner of submission of Contractor's bid for the Contract. Contractor's failure or refusal to timely accept a tender of defense pursuant to this Contract will be deemed a material breach of the Contract. City will timely notify Contractor upon receipt of any third-party claim relating to the Contract, as required by Public Contract Code § 9201. Contractor waives any right to express or implied indemnity against any Indemnitee. Contractor's indemnity obligations under this Contract will survive the expiration or any early termination of the Contract.
- 4.3 **Insurance.** No later than ten days following issuance of the Notice of Potential Award, Contractor must procure and provide proof of the insurance coverage required by this Section in the form of certificates and endorsements acceptable to City. The required insurance must cover the activities of Contractor and its Subcontractors relating to or arising from the performance of the Work, and must remain in full force and effect at all times during the period covered by the Contract, through the date of City's acceptance of the Project. All required insurance must be issued by a company licensed to do business in the State of California, and each such insurer must have an A.M. Best's financial strength rating of "A" or better and a financial size rating of "VIII" or better. If Contractor fails to provide any of the required coverage in full compliance with the requirements of the Contract Documents, City may, at its sole discretion, purchase such coverage at Contractor's expense and deduct the cost from payments due to Contractor, or terminate the Contract for

default. The procurement of the required insurance will not be construed to limit Contractor's liability under this Contract or to fulfill Contractor's indemnification obligations under this Contract.

4.3.1 Policies and Limits. The following insurance policies and limits are required for this Contract, unless otherwise specified in the Special Conditions:

4.3.1.1 Commercial General Liability ("CGL") Insurance: The CGL insurance policy must be issued on an occurrence basis, written on a comprehensive general liability form, and must include coverage for liability arising from Contractor's or its Subcontractor's acts or omissions in the performance of the Work, including contractor's protected coverage, contractual liability, products and completed operations, and broad form property damage, with limits of at least **\$1,000,000** per occurrence and at least **\$2,000,000** general aggregate. The CGL insurance coverage may be arranged under a single policy for the full limits required or by a combination of underlying policies with the balance provided by excess or umbrella policies, provided each such policy complies with the requirements set forth in this Section, including required endorsements.

4.3.1.2 Automobile Liability Insurance: The automobile liability insurance policy must provide coverage of at least **\$1,000,000** combined single-limit per accident for bodily injury, death, or property damage, including hired and non-owned auto liability.

4.3.1.3 Workers' Compensation Insurance and Employer's Liability: The workers' compensation and employer's liability insurance policy must comply with the requirements of the California Labor Code, providing coverage of at least **\$1,000,000** or as otherwise required by the statute. If Contractor is self-insured, Contractor must provide its Certificate of Permission to Self-Insure, duly authorized by the DIR.

4.3.1.4 Pollution Liability Insurance: The pollution liability insurance policy must be issued on an occurrence basis, providing coverage of at least **\$1,000,000** for all loss arising out of claims for bodily injury, death, property damage, or environmental damage caused by pollution conditions resulting from the Work.

4.3.2 Notice. Each certificate of insurance must state that the coverage afforded by the policy or policies will not be reduced, cancelled or allowed to expire without at least 30 days written notice to City, unless due to non-payment of premiums, in which case ten days written notice must be made to City.

4.3.3 Waiver of Subrogation. Each required policy must include an endorsement providing that the carrier will waive any right of subrogation it may have against City.

4.3.4 Required Endorsements. The CGL policy, automobile liability policy, pollution liability policy, and builder's risk policy must include the following specific endorsements:

4.3.4.1 The City, including its Council, officials, officers, employees, agents, volunteers and consultants (collectively, "Additional Insured") must be named as an additional insured for all liability arising out of the operations by or on behalf of the named insured, and the policy must protect the Additional Insured against any and all liability for personal injury, death or property damage or destruction arising directly or indirectly in the performance of the Contract. The additional insured endorsement must be provided using ISO form CG 20 10 11 85 or an equivalent form approved by the City.

- 4.3.4.2 The inclusion of more than one insured will not operate to impair the rights of one insured against another, and the coverages afforded will apply as though separate policies have been issued to each insured.
- 4.3.4.3 The insurance provided by Contractor is primary and no insurance held or owned by any Additional Insured may be called upon to contribute to a loss.
- 4.3.4.4 This policy does not exclude explosion, collapse, underground excavation hazard, or removal of lateral support.
- 4.3.5 **Contractor's Responsibilities.** This Section 4.3 establishes the minimum requirements for Contractor's insurance coverage in relation to this Project, but is not intended to limit Contractor's ability to procure additional or greater coverage. Contractor is responsible for its own risk assessment and needs and is encouraged to consult its insurance provider to determine what coverage it may wish to carry beyond the minimum requirements of this Section. Contractor is solely responsible for the cost of its insurance coverage, including premium payments, deductibles, or self-insured retentions, and no Additional Insured will be responsible or liable for any of the cost of Contractor's insurance coverage.
- 4.3.6 **Deductibles and Self-Insured Retentions.** Any deductibles or self-insured retentions that apply to the required insurance (collectively, "deductibles") in excess of \$100,000 are subject to approval by the City's Risk Manager, acting in his or her sole discretion, and must be declared by Contractor when it submits its certificates of insurance and endorsements pursuant to this Section 4.3. If the City's Risk Manager determines that the deductibles are unacceptably high, at City's option, Contractor must either reduce or eliminate the deductibles as they apply to City and all required Additional Insured; or must provide a financial guarantee, to City's satisfaction, guaranteeing payment of losses and related investigation, claim administration, and legal expenses.
- 4.3.7 **Subcontractors.** Contractor must ensure that each Subcontractor is required to maintain the same insurance coverage required under this Section 4.3, with respect to its performance of Work on the Project, including those requirements related to the Additional Insureds and waiver of subrogation, but excluding pollution liability or builder's risk insurance unless otherwise specified in the Special Conditions. A Subcontractor may be eligible for reduced insurance coverage or limits, but only to the extent approved in writing in advance by the City's Risk Manager. Contractor must confirm that each Subcontractor has complied with these insurance requirements before the Subcontractor is permitted to begin Work on the Project. Upon request by the City, Contractor must provide certificates and endorsements submitted by each Subcontractor to prove compliance with this requirement. The insurance requirements for Subcontractors do not replace or limit the Contractor's insurance obligations.