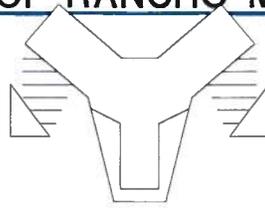


CITY OF RANCHO MIRAGE



February 6, 2012

**CITY OF RANCHO MIRAGE
ADDENDUM NO. 1**

**LANDSCAPE REHABILITATION FOR
CYPRESS LANE
SPECIAL BENEFIT ZONES A & D**

PROJECT NO. C.P. 11-266

TO ALL PROSPECTIVE BIDDERS:

The following changes, corrections, and clarifications shall be made a part of the plans, specifications, and contract documents on this project:

1. On page 00312-2 of the Contract Documents and Specifications, Section 3 "Time for Completion", change the sixty (60) calendar days to seventy-five (75) calendar days. Reference attached revised page 00312-2 (R).
2. On page 003120-10 of the Contract Documents and Specification, "Schedule A", change item 2 "Completion Date" from sixty (60) calendar days to seventy-five (75) calendar days. Reference attached revised page 00312-10 (R).

*****END ADDENDUM NO. 1*****

All other project plans and specifications stay the same.

ALL BIDDERS SHALL ACKNOWLEDGE RECEIPT OF THIS ADDENDUM NO. 1 AND ITS ATTACHMENTS BY SIGNING THE ATTACHED RECEIPT SHEET AND SUBMITTING THE SIGNED SHEET WITH THEIR BID PROPOSAL. FAILURE TO COMPLY MAY BE CAUSE TO CONSIDER THE BID NON-RESPONSIVE.

Sincerely,

A handwritten signature in black ink, appearing to read "B. Harry, Jr." with a stylized flourish at the end.

Bruce B. Harry, Jr.
Public Works Director

ADDENDUM RECEIPT SHEET

ADDENDUM NO. 1

**TO: CITY OF RANCHO MIRAGE
Public Works Director**

RE: CITY PROJECT NO. 11-266

Receipt of Addendum No. 1 and its attachments is hereby acknowledged.

Bidder

Signature

Date

**THIS PAGE TO BE ATTACHED TO YOUR BID.
FAILURE TO ATTACH THIS PAGE TO YOUR BID MAY BE
CAUSE TO CONSIDER YOUR BID NON-RESPONSIVE.**

3. **TIME FOR COMPLETION:** The work shall be commenced on a date to be specified in a written Notice from the Owner and shall be completed within seventy-five (75) calendar days from and after said date. It is expressly agreed that except for extensions of time duly granted in the manner and for the reasons specified in the General Conditions, time shall be of the essence.

4. **INSURANCE:** CONTRACTOR shall not commence or continue to perform any work unless CONTRACTOR has in full force and effect all required insurance with companies satisfactory to CITY. To be acceptable, insurers must be authorized to do business, and have an agent for service of process in California, and have an "A" policyholder's rating and a financial rating of at least Class V, in accordance with the current Best's Ratings. CONTRACTOR shall not perform or permit any subcontractor to perform any work unless the workers' compensation insurance requirements have been complied with by each of them. All insurance policies shall be maintained until the work is accepted by CITY and provide for coverage of all causes of action or disputes arising out of acts in performance of the construction of the work herein, whether said causes or disputes are filed or brought to the attention of CITY before or after the termination of this contract.

PART 2 - As evidence of coverage, CONTRACTOR shall provide certificates of insurance and endorsement on CITY forms. Each certificate shall bear an endorsement to right of cancellation or change in coverage with thirty (30) days' notice in writing delivered to CITY.

PART 3 - Before commencement of the work, CONTRACTOR shall provide certificate(s) of insurance, satisfactory to CITY, certifying that CONTRACTOR and each of Contractor's subcontractors has, for the agreement period, full workers' compensation insurance coverage for all persons who are or may be employed in carrying out the work.

PART 4 - Before commencement of the work, CONTRACTOR shall provide to CITY certificates of insurance and endorsements that CONTRACTOR has liability insurance coverage naming CITY as an additional insured for both bodily injury and property damage in a single limit of not less than that specified in Schedule A for any one occurrence.

Liability insurance coverage shall include each of the following types of insurance as required by CITY to carry out this agreement:

- | | |
|---|---|
| <p>A. General Liability</p> <ol style="list-style-type: none"> 1. Comprehensive Form 2. Premises-Operations 3. Explosion and Collapse Hazard 4. Underground Hazard 5. Products/Completed Operations Hazard 6. Contractual Insurance 7. Broad Form Property Damage including Completed Operations 8. Independent Contractors 9. Personal Injury | <p>B. Automobile Liability</p> <ol style="list-style-type: none"> 1. Comprehensive Form, Including Loading and Unloading 2. Owned 3. Hired 4. Non-owned |
|---|---|

Any liability insurance shall include CITY, CITY COUNCIL members, ENGINEER, and their consultants, officials, directors, officers, agents and employees as additional insured. Insurance afforded them shall be primary insurance, and the amount provided shall not be reduced or prorated because of any other insurance they might have. Nothing contained in these insurance requirements shall limit the liability of CONTRACTOR or CONTRACTOR'S sureties. Review and acceptance of insurance certificates shall not constitute any representation by CITY or its representatives that any required insurance has been issued.

SCHEDULE A

STANDARD AGREEMENT FOR PUBLIC WORKS CONSTRUCTION

This schedule is attached to and made a part of the Standard Agreement for Construction of Public Improvements between CITY and CONTRACTOR for the above-referenced property. The following numbers correspond to the paragraph numbers of the agreement.

1. Compensation: \$ _____

2. Completion Date (75 calendar days): To be determined by Notice to Proceed

3. Liability Insurance Limits:

General Liability

\$2,000,000	Each Occurrence (Includes Bodily Injury and Property Damage)
\$1,000	Medical Expense
\$1,000,000	Personal & Advertising Injury
\$2,000,000	General Aggregate
\$2,000,000	Products-Completed/Operations Aggregate

Automobile Liability

Combined Single Limit \$1,000,000 each accident

Workers Compensation Statutory

4. Approved Security Amounts:

a. Performance

\$ _____

b. Payment

\$ _____

5. Bond Substitute Acceptable: Yes No (Cross out one)

6. Contractor(s):

<u>Name and Address</u>	<u>License No.</u>	<u>Phase of Work</u>
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() Initial of CITY REPRESENTATIVE

() Initials of CONTRACTOR REPRESENTATIVE