

**ADDENDUM NUMBER TWO (002)**

**Date:** November 9, 2018  
**Project:** City of Las Vegas  
Utilities Building Renovation  
Las Vegas, NM 88130  
WHPacific Project Number: P0020657W.1  
City of Las Vegas Opening Number: 2019-5  
**From:** WHPacific, Inc.  
6501 Americas Parkway NE, Suite 400  
Albuquerque, New Mexico 87110  
**To:** Prospective Bidders

This Addendum forms a part of the Contract Documents and modifies or supplements the Project Manual or the Drawings as indicated below. All other provisions of the Contract Documents shall remain unchanged. This Addendum is hereby made a part of the Contract Documents to the same extent as those provisions contained in the original documents and all itemized listings thereof. Bidders shall acknowledge receipt of this Addendum in the appropriate space on the Bid Proposal form(s).

The following clarifications, corrections, revisions, or additions shall be incorporated into the Plans and Specifications for the above project:

1. **CHANGES TO ADDENDUM No. 001:**
  - a. **Revision:** Replace page BP-2 issued in Addendum No. 1 with the attached revised BP-2.
  
2. **CHANGES TO BIDDING REQUIREMENTS:**
  - a. **Addition:** Add the insurance requirements contained in the attachment to this addendum to the requirements of this request for bids.
  - b. **Clarification:** Include the following documents in your bid.
    - i. From the initial "Request for Bids" include page two (2) containing "Bidder Information" and "Affidavit for Filing with Competitive Bid".
    - ii. From the initial "Request for Bids" include page eight (8) and page nine (9) containing the "Campaign Contribution Disclosure Form".
    - iii. From Addendum No. 001, include all bid forms issued in Addendum No. 001 (replace BP-2 with the revised BP-2 noted above).
  - c. **Clarification:** Base Bid and Alternates.
    - i. **Base Bid** shall not include the demolition of existing and installation of new finishes in rooms 106, 107, 108, 115, 116, and 117 unless demolition is required for completion of the mechanical and electrical work noted elsewhere in the contract documents. Existing lighting to remain. These rooms will be cleaned under the base bid prior to Final Completion.
    - ii. **Base Bid** shall not include a new exterior window in room 115.

- iii. **Alternate No. 1** shall include the demolition of all existing and installation of all new finishes in rooms 115, 116, and 117 including the new furred out exterior walls in these rooms and the new window in room 115. New LED lights to be provided.
- iv. **Alternate No. 2** shall include the demolition of all existing and installation of all new finishes in rooms 106, 107, and 108. New LED lights to be provided.

3. **CHANGES TO SPECIFICATIONS:**

- a. **No changes.**


4. **CHANGES TO DRAWINGS:**

- a. **Correction:** Sheet A-101, At room 101 (Lobby), delete the interior elevation reference to B4/A-402.
- b. **Revision:** Sheet E-102 General Note "C", revise note to read: "Cameras and associated equipment including wiring are to be provided by the owner under a separate contract. Contractor to coordinate all work and site access with owner's security camera contractor."

5. **ATTACHMENTS:**

- a. BP-2 from Utility Building Renovation Bid Forms (1 page).
- b. Insurance requirements (3 pages).

WHPacific, Inc.

By   
Pam Lentini, PE  
Director, Facilities

City of Las Vegas

By   
Maria Gilvarry,  
Utilities Director

END OF ADDENDUM NUMBER TWO (002)

**BID PROPOSAL**

**UTILITIES OFFICE BUILDING RENOVATION**

**BASE BID.** The Bidder agrees to include all permit fees and to perform all the work described as the Base Bid in the Contract Documents for an amount determined as follows:

- a) **Base Bid Subtotal:** \$ \_\_\_\_\_
- b) **Alternate No. 1: New finishes and lighting (Rooms #115, #116, #117)** \$ \_\_\_\_\_
- c) **Alternate No. 2: New finishes and lighting (Rooms #106, #107, #108)** \$ \_\_\_\_\_
- d) **BID PROPOSAL TOTAL Line a) plus Line b) plus Line c):** \$ \_\_\_\_\_

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Dollars

(Base Bid Total amount written in words)

Award of the Contract will be based upon acceptance of the lowest responsible bidder based on the Base Bid and sequential Alternates if accepted.

The undersigned, as Bidder, hereby declares that the only persons or firms interested in the proposal as principal or principals are named herein and that no other persons or firms herein mentioned have any interest in this proposal or in the contract to be entered into; that this proposal is made without collusion with any other person, company, or parties making a bid or with any other person, company, or parties making a bid or proposal; and that it is in all respects fair and in good faith without collusion or fraud.

The undersigned, as Bidder hereby certifies that he and his subcontractors are registered with the Department of Workforce Solutions (formerly the Labor Department) in accordance with the "Public Works Contracts – Registration of Contractors and Subcontractors" Section of the Public Works Minimum Wage Act.

The undersigned agrees that, upon receiving written notice of acceptance of this proposal, he will, within seven (7) days, execute and return to City of Las Vegas the prescribed construction contract, insurance and bonds.

The Contractor agrees that time is of the essence, and the work will be accomplished in a timely and efficient manner. All work must be completed according to the following schedule for completion of the work. The Contractor further agrees to pay, as liquidated damages, the amounts listed in the following schedule for each calendar day in which the work is not complete.

**Insurance:**

The Contractor shall provide certificates of insurance acceptable to City evidencing compliance 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 City'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 expiration of the period for correction of Work.

**Deductibles and Self-Insured Retentions.**

The Contractor shall disclose to City any deductible or self-insured retentions applicable to any insurance that is required to be provided by the Contractor.

**Additional Insured Obligations.**

To the fullest extent permitted by law, the Contractor shall cause the commercial general liability coverage to include (1) City, the Architect, and the Architect's consultants as additional insured's for claims cause in whole or in part by the Contractor's negligent acts or omissions during the Contractor's operations; and (2) City 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 City'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.

**Commercial General Liability**

Commercial General Liability insurance for the Project written on an occurrence form with policy limits of not less than \$1,000,000.00 each occurrence, \$2,000,000.00 general aggregate, and \$2,000,000.00 aggregate for products-completed operations hazard, providing coverage for claims including:

- A) Damages because of bodily injury, sickness or disease, including occupational sickness or disease, and death of any person;
- B) Personal injury and advertising injury;
- C) Damages because of physical damage to or destruction of tangible property, including the loss of use of such property;
- D) Bodily injury or property damage arising out of completed operations;  
and
- E) The Contractor's indemnity obligations under Section 3.18 of the General Conditions.

The policy must include the interests of the City, contractor, and sub- contractors of all tiers. The Contractor's Commercial General Liability policy under this Section shall not contain an exclusion or restriction of coverage for the following:

- A) 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.
- B) 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.
- C) Claims for bodily injury other than to employees of the insured.
  - D) Claims for indemnity arising out of injury to employees of the insured.
  - E) Claims or loss excluded under a prior Work endorsement or other similar exclusionary language.
  - F) Claims or loss due to physical damage under a prior injury endorsement or similar exclusionary language.
  - G) Claims related to residential, multi-family, or other habitational projects, if the Work is to be performed on such a Project.
  - H) Claims related to roofing, if the Work involves roofing.
  - I) Claims related to exterior insulation finish systems (EIFS), synthetic stucco or similar exterior coatings or surfaces, if the Work involves such coatings or surfaces.
  - J) Claims related to earth subsidence or movement where the Work involves such hazards.
  - K) Claims related to explosion, collapse and underground hazards, where the Work involves such hazards.

Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Contractor, with policy limits of not less than \$1,000,000.00 per occurrence, 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.

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 coverage's required herein, 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.

**Workers ' Compensation at statutory requirements.**

Commercial General Liability with policy limits not less than \$1,000,000.00 each occurrence, and \$2,000,000.00 general aggregate policy limit.

If the Work involves the transport, dissemination, use, or release of pollutants, the Contractors shall procure Pollution Liability insurance, with policy limits of not less than \$2,000,000.00 per claim and \$2,000,000.00 general aggregate.

Contractor shall carry Builder's Risk Insurance in the minimum amount of 100% of the total project cost. Contractor and City shall be named as additional insured's and said policy(ies) shall cover the interests of any and all of Contractors, Sub-contractors and suppliers if their supplies, products or material have been delivered to the Construction Site or any of the designated holding/staging area. Said coverage shall include coverage for any collapse, scaffolding, construction forms, and other temporary structures; debris removal, pollutant clean-up and removal, demolition cost coverage and other general areas of coverage for all areas of Contractor's work on the project and any and all materials, equipment and supplies

that Contractor will use at any point in the completion of the project as well as all of the City structures and property where said materials, equipment and supplies will be used and/or installed. Coverage on Builder's Risk Insurance shall begin prior to Contractor performing any work on the project and shall remain in full force and effect for a period of ninety (90) days after substantial completion unless extended by mutual agreement of City and Contractor.

**Contractor's Other Insurance Coverage**

Insurance selected and described in this Section 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 13.

- Umbrella - \$1,000,000.00 per occurrence
- Products/Completed Operations-\$1,000,000.00 single, \$2,000,000.00 aggregate
- Personal and Advertising injury - \$1,000,000.00 per occurrence
- Bodily Injury/Property Damage insurance (including completed operations)  
\$1,000,000.00 per occurrence.