

PRINTING INSTRUCTIONS

This manual is designed to be printed **duplex** on **three-hole- punched** letter-sized paper for insertion into a standard **three-ring view binder**.

TENANT IMPROVEMENTS FOR **monca**,

Museum of Northern California Art, 900 Esplanade, Chico, California
 PHASE 02: INTERIOR IMPROVEMENTS

BIDDING REQUIREMENTS

02.10.2016

TENANT IMPROVEMENTS for **monca**
 Museum of Northern California Art
 PHASE 02: INTERIOR IMPROVEMENTS

PROJECT OWNER

the Museum of Northern California Art
 900 Esplanade
 Chico California 95926

PROJECT LOCATION

900 Esplanade
 Chico California 95926

LANDLORD

County of Butte, a political subdivision of the State of California
 General Services Division
 2081 2nd St. Oroville, CA
 Attention: Jennifer Wilson, Capital Improvement Project Manager

OWNER'S REPRESENTATIVE**ARCHITECT**

Richard Macias, Project Manager
 the Museum of Northern California Art
 900 Esplanade
 Chico California 95926
 415.264.2224

David M. Griffith, AIA
 Griffith Architects
 242 Broadway Suite 8
 Chico, California 95928
 530.343.4621

BID LOCATION

Museum of Northern California Art
 Veterans Memorial Hall
 900 Esplanade
 Chico California 95926

DIVISION 00: BID DOCUMENTS

00 11 00 Notice to Contractors
 00 21 00 Instructions to Bidders
 00 41 00 Bid Form
 0051 00 Letter of Award
 00 52 00 Standard Contract Form For Construction Work
 00 55 00 Notice to Proceed
 00 61 12 Bidder's Bond
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 00 61 00 Labor and Materials Bond
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 00 72 00 General Conditions
 00 73 00 Supplementary Conditions

TENANT IMPROVEMENTS FOR **monca**,

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00 11 00
NOTICE TO CONTRACTORS

NOTICE IS HEREBY GIVEN that Richard Macias, Project Manager for the Museum of Northern California Art, 900 Esplanade, (hereinafter "**monca**") will receive sealed bids from contractors licensed in accordance with the provisions of the Business and Professions Code, for the furnishing of all labor, materials, equipment, transportation, appliances, services and expertise for the performance of the following work:

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in accordance with the Project Documents therefor on file in the offices of

Griffith Architects
242 Broadway, suite 8
Chico, California 95928,
530.343.4621
www.griffitharchitects.com
dgriffith@griffitharchitects.com

PROJECT DOCUMENTS AVAILABLE:

Project Documents, including Plans and Specifications for the Work, may be obtained online by visiting

www.griffitharchitects.com/1731-plan-holders

and registering as a Bidder. Access and download information for the bid administration page will be forwarded upon acceptance of registration.

SEALED BIDS:

Sealed bids for the above project shall be filed in DUPLICATE with

Museum of Northern California Art
Veterans Memorial Hall
900 Esplanade
Chico California 95926

on or before 4:00 PM Tuesday, July 26, 2016. The outside of the envelope in which the bid (with duplicate copy) is submitted shall be plainly marked

Bid for

TENANT IMPROVEMENTS for **monca**
Museum of Northern California Art
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Said bids will be opened in public at or about 4:05 PM Tuesday, July 26, 2016, at

Veterans Memorial Hall
900 Esplanade
Chico California 95926

Bids shall be submitted only on forms provided in the Project Documents.

BIDDER'S BOND:

Notice to Contractors

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Bids must be accompanied by a bidder's bond in duplicate approved by the Architect or a certified or cashier's check for at least ten percent (10%) of the bid amount and made payable to **monca**.

CONTRACTOR'S QUALIFICATIONS AND LICENSE REQUIRED:

monca will not consider or accept any bids from contractors who are not licensed to do business in the State of California, in accordance with the Business and Professions Code of the State of California, providing for the licensing of contractors. In accordance with that Code, the contractor shall have a Class B license,

Bidder shall have completed at least two projects of similar size, scope, cost and complexity to the Work to be performed within the last five years. Bidder shall submit, simultaneously with bid, a qualification statement addressing these qualifications together with Contractors' technical ability, expertise and financial responsibility required to complete the Work.

- Completion of a minimum of 2 projects similar in size, scope, cost and complexity within the last five (5) years
- Technical Ability
- Expertise
- Financial Responsibility

SUBCONTRACTORS LIST:

Each bid filed shall set forth:

- a. The work to be performed, the name, the location of the place of business and California contractor license number of each subcontractor who will perform work or labor or render service to the general contractor in or about the construction of the work or improvement in an amount in excess of one-half of one percent of the total bid;
- b. The portion of the work which will be done by each subcontractor, as required by Section 4104 of the Public Contract Code. All bids shall be submitted subject to the terms, conditions and penalties of Chapter 4 (commencing with Section 4100) of Part 1 of Division 2 of the Public Contract Code.
- c. All Subcontractors listed must be registered to perform public work pursuant to California Labor Code section 1725.5.

BONDS AND INSURANCE REQUIRED:

The successful bidder will be required to furnish a Labor and Materials Bond for all labor and materials in an amount equal to one hundred percent (100%) of the contract price and a Performance Bond equal to one hundred percent (100%) of the contract price, said bonds to be obtained from a surety company satisfactory to **monca**.

The successful bidder shall also be required to furnish certificates of insurance indicating that the bidder carries adequate insurance as described in 00 73 00 Supplementary Conditions

SUBSTITUTION OF SECURITIES: not allowed

PREVAILING WAGE PROVISIONS:

Pursuant to Labor Code Section 1770 et seq., each laborer or mechanic of contractor or any subcontractor engaged in work on the project under the contract shall be paid not less than the hourly wage rate of per diem wages set forth in the prevailing wage rate schedule published by the Director of Industrial Relations, regardless of any contractual relationship which may be alleged to exist between contractor or any subcontractor and such laborers and mechanics.

Prevailing Wage Determinations: <http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm>

If the Work requires the employment of work in any apprenticeable craft or trade, once awarded, the Contractor or Subcontractors must apply to the joint apprenticeship council unless already covered by local apprentice standards (Labor Code 1777.5).

MISCELLANEOUS:

monca reserves the right to reject any or all bids or to waive any informality in any bid.

If the contract is awarded, a letter of award shall be issued by **monca** to the apparent low responsible bidder within forty-five (45) calendar days following the bid opening..

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A **mandatory pre-bid conference** will be held at the project site beginning at 10:00 AM Thursday, July 07, 2016. Attendance is a one-time, mandatory requirement for all prospective bidders. Failure to attend this meeting will be cause for rejection of a bid.

POST BID INFORMATION: Bidder agrees to provide a Schedule of Values per Division One, within three days of a written request.

BY ORDER OF

Richard Macias, Project Manager,
the Museum of Northern California Art

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BID FORM

TENANT IMPROVEMENTS for monca
Museum of Northern California Art
PHASE 02: INTERIOR IMPROVEMENTS

TO:

Museum of Northern California Art
Veterans Memorial Hall
900 Esplanade
Chico California 95926

FROM:

Having carefully examined the Notice to Contractors, Instructions to Bidders, General Conditions, Supplementary Conditions, Specifications, Plans and the Standard Contract Form For Construction Work for the above named project, and having examined the site of the work and conditions affecting it, the undersigned proposes to execute the Contract and complete the work in full accordance with the Project Documents for the sum quoted below.

BIDDER'S DECLARATION AND UNDERSTANDING:

In submitting this bid, the undersigned understands and agrees that Richard Macias, Project Manager, the Museum of Northern California Art (hereinafter "**monca**"), shall and does reserve the right to reject any and all bids, to accept other than the lowest bid and to waive any informality in any bid.

The undersigned also understands and agrees that **monca** reserves the right and is hereby granted the right to accept or reject this bid at any time within forty-five (45) calendar days following the date the bids are opened, and the undersigned further understands and agrees that this bid shall be valid and effective until the expiration of said period.

The undersigned has carefully examined the site where the work is to be done, and in addition has carefully examined and is thoroughly familiar with the Project Documents, and is familiar with local conditions affecting the cost of the construction herein bid upon, and further understands that **monca** will not be responsible for any errors or omissions on the part of the undersigned in making this bid.

EXECUTION OF CONTRACT:

The successful bidder shall execute the Contract in accordance with the bid as accepted, within seven (7) calendar days of the date of mailing the letter giving notice of the Award at the address given below and secure workers' compensation and other required insurance and contract bonds, within said time. upon failure to do so, the certified or cashier's check or surety bond and the money payable thereon accompanying the bid, shall become the property of, and be retained by **monca** as liquidated damages for such failure; provided that if the undersigned shall execute the Contract, secure workers' compensation and other required insurance and contract bonds, the check or bidder's bond shall be returned within a reasonable time thereafter.

START OF CONSTRUCTION:

The undersigned understands and agrees that time of performance is of the essence of the contract.

The undersigned agrees, if awarded the Contract for the work included in the bid as accepted, to commence work within five (5) calendar days after the receipt of written Notice to Proceed.

CONTRACT COMPLETION TIME:

The successful bidder shall complete said work within one hundred twenty (120) calendar days after receipt of the Notice to Proceed.

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LIQUIDATED DAMAGES:

The undersigned further agrees that there may be deducted from this contract price the sum of \$200 per day for each calendar day beyond the original contract time for completion as set forth above, excepting any extension obtained for cause.

BIDDER'S BOND:

The certified or cashier's check, or bidder's bond accompanying this bid is equal to ten percent (10%) or more of the total sum or sums bid hereunder.

Enclosed find (check one):
 Bidder's Bond
 Certified Check
 Cashier's Check No. _____ of the _____ for 10% of the bid amount.

POST BID INFORMATION: Bidder agrees to provide a Schedule of Values per Division 01, within three days of a written request.

ADDENDA:

The undersigned hereby acknowledges receipt of the following addenda to the Project Documents, all the provisions and requirements of which have been taken into consideration in the preparation of the foregoing bid.

Addendum No. _____, dated _____

Addendum No. _____, dated _____

Addendum No. _____, dated _____

BID FORM: The undersigned agrees to perform all work within the time provided, assuming the obligation for the liquidated damages hereinbefore specified, for

TENANT IMPROVEMENTS for monca

Museum of Northern California Art

PHASE 02: INTERIOR IMPROVEMENTS all as indicated in the Project Documents, for the lump sum of:

BASE BID

_____ Dollars (\$ _____).

List Alternate Bids below if called for.

Alternate ONE: Remove existing door 15, including frame and adjacent plaster as required, infill door opening with studs matching adjacent, lath with wood lath both sides and re-plaster walls both sides, extending plaster finish matching the existing adjacent as required to obtain an invisible patch. Coordinate Painting of entire wall. Recreate existing baseboard millwork profiles for each side of opening and extend baseboards both sides to cover the opening, obtaining an invisible patch.

add _____ Dollars (\$ _____).

Accounting Information: to assist in project funding accounting, list the following line item costs from the Schedule of Value per Division 01. Bidders Overhead, Profit, Bonds, etc. shall not be included here.

02 82 00 ASBESTOS ABATEMENT _____ Dollars (\$ _____).

02 83 19 13.1 LEAD ABATEMENT & STABILIZATION _____ Dollars (\$ _____).

All work associated with doors 02,03,04,05,06 and not included in items above _____ Dollars (\$ _____).

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SIGNATURE:

The names of all persons interested in the foregoing bid as principals are as follows:

The Contractor's license number of the undersigned is: _____

License Expires: _____

The Contractor's CSLB number of the undersigned is: _____

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Signature of Bidder: _____

Business Address: _____

City and State Where Form Signed: _____

Date: _____

No bid is valid unless signed by the person making the bid. If the party is an individual the same shall be signed by the individual; if the party is a partnership the name of the partnership shall be given and signed by one of the partners; if the same is a corporation the Bid Form must be signed for the corporation by its properly authorized officer or officers.

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NON-COLLUSION AFFIDAVIT

TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID

I, _____, being first duly sworn, deposes and says that he or she is the
(officer) of _____ (bidder) the party making the foregoing bid that the bid is not made in the interest of,
or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and
not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid,
and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or
that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement,
communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost
element of the bid price or of that of any other bidder, or to secure any advantage against the public body awarding the contract of
anyone interested in the proposed contract; that all statements contained in the bid are true; and further, that the bidder has not,
directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contracts thereof, or divulged information or data
relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository,
or to any member or agent thereof to effectuate a collusive or sham bid.

By: _____

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00 51 00 LETTER OF AWARD

DATED:

PROJECT: TENANT IMPROVEMENTS for monca
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OWNER: the Museum of Northern California Art
900 Esplanade
Chico California 95926

TO THE CONTRACTOR:

CONTRACT SUM: DOLLARS (\$))

You are hereby notified that your bid dated _____, has been accepted for the above-listed project. You are being awarded a Contract to furnish, at your own cost and expense, all labor and materials necessary to complete the work.

You must execute the Contract, secure certificates of insurance for (1) Workers' Compensation; (2) General Liability; and (3) Property Damage; and forward 100% Contract Bonds for (1) Faithful Performance and (2) Payment of Labor and Materials in accordance with the bid as accepted, within five (5) calendar days of the date above. Also, your I.R.S. taxpayer identification number is required for payment processing.

Failure to comply with these conditions within the time specified will entitle OWNER to consider awarding the Contract to the next lowest responsible bidder. Also, the Bidder's Bond accompanying the bid and the money payable thereon, shall become the property and shall be retained by monca as liquidated damages for such failure.

Upon timely receipt by the undersigned of all information required, a Notice to Proceed with the project will be issued.

Richard Macias, Project Manager
the Museum of Northern California Art
900 Esplanade
Chico California 95926
415.264.2224

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00 55 00 NOTICE TO PROCEED

DATED:

PROJECT: TENANT IMPROVEMENTS for monca
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OWNER: the Museum of Northern California Art
900 Esplanade
Chico California 95926

TO THE CONTRACTOR:

CONTRACT SUM: DOLLARS (\$))

You are hereby notified to commence work on the above-referenced Project on or before _____, and are to fully complete the work within one hundred twenty (120) calendar days thereafter.

Your Contract completion date is therefore:_____.

The Contract provides for the assessment in the sum of \$200 per day for each calendar day beyond the Contract completion date as set forth above for liquidated damages.

Richard Macias, Project Manager
the Museum of Northern California Art
900 Esplanade
Chico California 95926
415.264.2224

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05 52 00 Standard Contract Form

The Contract for this project shall be:

AIA A107-2007: *Standard Form of Agreement Between Owner and Contractor for a Project of Limited Scope*

This form is available online at <https://constructiondocuments.aia.org/>

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00 61 12 BIDDER'S BOND

We, _____

as Principal, and _____
as Surety, are bound unto the Museum of Northern California Art as Owner (Obligee), in the penal sum of ten percent (10%) of the total amount of the bid of the Principal submitted to the Obligee for the work described below, for the payment of which sum we bind ourselves, jointly and severally, in the sum of:

Dollars (\$) _____).

THE CONDITION OF THIS OBLIGATION IS SUCH, THAT:

WHEREAS, the Principal is submitting a bid to the Obligee, for

TENANT IMPROVEMENTS for monca
Museum of Northern California Art
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for which bids are to be submitted to

Museum of Northern California Art
Veterans Memorial Hall
900 Esplanade
Chico California 95926

At 4:00 PM on Tuesday, July 26, 2016

and opened at or about 4:05 PM Tuesday, July 26, 2016

NOW, THEREFORE, if Principal is awarded the Contract and, within the time and manner required under the Project Documents, after the prescribed forms are presented for signature, enters into a written contract, in the prescribed form, in accordance with the bid, and files the required certificates of insurance and two (2) bonds with the Obligee, one to guarantee faithful performance of the contract and the other to guarantee payment for labor and materials as provided by law, then this obligation shall be null and void; otherwise it shall remain in full force.

In the event suit is brought upon this bond by the Obligee and judgment is recovered, the Surety shall pay all costs incurred by the Obligee in such suit, including a reasonable attorney's fee to be fixed by the court.

Dated: _____.

Principal

Surety
By: _____
Attorney-in-Fact

CERTIFICATE OF ACKNOWLEDGMENT

State of California
County of _____

On this ____ day of _____ in the year ____ before me _____,
personally appeared _____, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to this instrument as the attorney-in-fact of _____, and acknowledged to me that (he) (she) subscribed the name of the said company thereto as surety, and (his) (her) own name as attorney-in-fact.

(SEAL)

Notary Public

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00 61 13 PERFORMANCE BOND

BOND NO. _____

AMOUNT: \$ _____

KNOW ALL PEOPLE BY THESE PRESENTS, that _____

of _____

hereinafter called the CONTRACTOR (Principal), and _____

_____ a corporation duly organized and existing under and by virtue of the laws of the State of _____, hereinafter called the SURETY, and authorized to transact business within the State of California, as SURETY, are held and firmly bound unto the Museum of Northern California Art as OWNER (Obligee), in the sum of:

_____ DOLLARS (\$ _____), lawful money of the United States of America, for the payment of which, well and truly be made to the OWNER, the CONTRACTOR and the SURETY bind themselves and each of their heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents as follows:

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH THAT:

WHEREAS, the CONTRACTOR has executed and entered into a certain Contract hereto attached, with the OWNER, dated _____, , for:

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NOW, THEREFORE, if the CONTRACTOR shall well and truly perform and fulfill all the undertakings, covenants, terms, conditions and agreements of said Contract during the original term of said Contract and any and all duly authorized modifications of said Contract or extensions thereof that are granted by the Owner, with or without notice to the Surety, and during the life of any guarantee required under the Contract, and shall also well and truly perform and fulfill all the undertakings, covenants, terms, conditions and agreements of any and all duly authorized modifications of said Contract that may thereafter be made, then this obligation shall be void, otherwise the same shall remain in full force and effect.

Whenever the Contractor shall be, and is declared in default under the Contract, the Owner having performed Owner's obligation thereunder, the Surety may promptly remedy the default, or shall promptly:

- (1) Complete the Contract in accordance with its terms or conditions, or

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Museum of Northern California Art, 900 Esplanade, Chico, California

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(2) Obtain a bid or bids for submission to Owner for completing the Contract in accordance with its terms or conditions, and upon determination by Owner and Surety of the lowest responsible bidder, arrange for a contract between such bidder and Owner, and make available as work progresses (even though there should be a default or a succession of defaults under the contract or contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the contract price.

Any suit under this bond must be instituted before the expiration of two (2) years from the date on which the final payment under the Contract falls due.

No right or action shall accrue on this bond to or for the use of any person or corporation other than the Owner named herein or the heirs, executors, administrators or successors of Owner.

IN WITNESS WHEREOF, the above parties bounded together have executed this instrument this _____ day of _____, , the name and corporate seal of each corporate party being hereto affixed and those presents duly signed by its undersigned representative, pursuant to authority of its governing body.

CONTRACTOR

By _____ (Seal)

Attest

SURETY

By _____ (Seal)

Attest

The rate of premium on this bond is _____ per thousand.

Total amount of premium charged is \$ _____.

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00 61 14 **LABOR AND MATERIALS BOND**

BOND NO. _____

AMOUNT: \$ _____

KNOW ALL PEOPLE BY THESE PRESENTS, that _____

of _____

hereinafter called the CONTRACTOR (Principal), and _____

_____ a corporation duly organized and existing under and by virtue of the laws of the State of _____, hereinafter called the SURETY, and authorized to transact business within the State of California, as SURETY, are held and firmly bound unto the Museum of Northern California Art as OWNER (obligee), in the sum of:

_____ DOLLARS (\$ _____), lawful money of the United States of America, for the payment of which, well and truly be made to the OWNER, the CONTRACTOR and the SURETY bind themselves and each of their heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents as follows:

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH THAT:

WHEREAS, the CONTRACTOR has executed and entered into a certain Contract hereto attached, with the OWNER, dated _____ for:

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That, if said Contractor, his or its heirs, executors, administrators, successors or assigns, or subcontractors, shall fail to pay any of the persons named in Civil Code Section 3181, or amounts due under the Unemployment Insurance Code with respect to work or labor performed by any such claimant, or for any amounts required to be deducted, withheld, and paid over to the Franchise Tax Board from the wages of employees of the Contractor and his subcontractors pursuant to Section 18806 of the Revenue and Taxation Code, with respect to such work and labor that the Surety or Sureties will pay for the same, in an amount not exceeding the sum specified in the bond, and also, in case suit is brought upon the bond, a reasonable attorney's fee, to be fixed by the court.

That, this bond shall inure to the benefit of any of the persons named in Civil Code Section 3181 as to give right of action to such persons or their assigns in any suit brought upon this bond.

NOW, THEREFORE, if the CONTRACTOR shall promptly make payment to all persons who supply labor and materials in the prosecution of the work provided for in said Contract, and any and all duly authorized modifications of said Contract that may hereinafter be made, without notice to the Surety, then this obligation shall be void; otherwise the same shall remain in full force and effect.

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Museum of Northern California Art, 900 Esplanade, Chico, California

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IN WITNESS WHEREOF, the above parties bounded together have executed this instrument this _____ day of _____, the name and corporate seal of each corporate party being hereto affixed and those presents duly signed by its undersigned representative, pursuant to authority of its governing body.

CONTRACTOR

By _____ (Seal)

Attest

SURETY

By _____ (Seal)

Attest

The rate of premium on this bond is \$ _____ per thousand.

Total amount of premium charged is \$ _____.

* * * * *

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00 72 00 GENERAL CONDITIONS

General Conditions for this Project are incorporated into the Contract Form and are not seperately required.

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00 73 00 SUPPLEMENTARY CONDITIONS

Insurance: Before the commencement of work, Contractor shall submit Certificates of Insurance and Endorsements evidencing that Contractor has obtained the following forms of coverage and minimal amounts specified:

1. MINIMUM SCOPE OF INSURANCE

- a. Commercial General Liability coverage (Insurance Services Office (ISO) "occurrence" form CG 0001 1185).
- b. Automobile Liability Insurance - standard coverage offered by insurance carriers licensed to sell auto liability insurance in California. Construction contracts only - Insurance Services Office's Business Auto Coverage form number CA 0001 0187 covering "any auto" and endorsement CA 0029 1288 Changes in Business Auto and Truckers Coverage forms - Insured Contract.
- c. Workers' Compensation Insurance - As required by the State of California with Statutory Limits and Employer's Liability Insurance with limits of no less than \$1,000,000 per accident for bodily injury and disease. (Not required if Contractor provides written verification he or she has no employees.)

2. MINIMUM LIMITS OF INSURANCE

- a. General Liability: At least \$1,000,000 combined single limit per occurrence coverage for bodily injury, personal injury and property damage, plus an annual aggregate of at least \$2,000,000. If a general aggregate limit is used, then either the general aggregate limit shall apply separately to this project/location, or the general aggregate limit shall be twice the required per occurrence limit. The contractor or contractor's insurance carrier shall notify County if incurred losses covered by the policy exceed 50% of the annual aggregate limit.
- b. Automobile Liability: At least \$100,000 to cover bodily injury for one person and \$300,000 for two or more persons, and \$50,000 to cover property damages. However, policy limits for construction projects shall be at least \$1,000,000 combined single limit per accident for bodily injury and property damage for autos used by the contractor to fulfill the requirements of this contract, and coverage shall be provided for "Any Auto", Code 1 as listed on the Accord form Certificate of Insurance.
- c. Workers' Compensation and Employer's Liability: As required by the State of California with Statutory Limits and Employer's Liability Insurance with limits of no less than \$1,000,000 per accident for bodily injury and disease. (Not required if Contractor provides written verification he or she has no employees.)

3. DEDUCTIBLES AND SELF-INSURED RETENTIONS

- a. Any deductibles or self-insured retention must be declared on certificates of insurance and approved by **monca** and the County. At the option of **monca** and the County, either the contractor shall reduce or eliminate such deductibles or self-insured retentions, as respects **monca**, its officers, officials, employees and volunteers or the County, its officers, officials, employees and volunteers, or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claims administration and defense expenses.

4. OTHER INSURANCE PROVISIONS

- a. General liability insurance policies shall be endorsed to state:
 - a) **monca**, its officers, officials, employees and volunteers and the County, its officers, officials, employees and volunteers are to be covered as additional insured as respects liability arising out of activities performed by or at the direction of the Contractor, including products and completed operations of the Contractor; premises owned, occupied or used by the Contractor; or automobiles

TENANT IMPROVEMENTS FOR **monca**,

Museum of Northern California Art, 900 Esplanade, Chico, California

PHASE 02: INTERIOR IMPROVEMENTS

owned, leased, hired or borrowed by Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the County, its officers, officials, employees or volunteers.

- b) Contractor's insurance coverage shall be primary insurance as respects **monca**, its officers, officials, employees and volunteers and the County, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by **monca**, its officers, officials, employees and volunteers or the County, its officers, officials, employees or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.
 - c) Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- b. Construction contracts. Construction contracts must also provide an endorsement for Automobile liability insurance, which includes the items listed in 4a above.
5. ACCEPTABILITY OF INSURANCE CARRIERS.
- a. Insurance is to be placed with insurers who are licensed to sell insurance in the State of California and who possess a Best's rating of no less than A-: VII. If the contractor's insurance carrier is not licensed to sell insurance in the State of California, then the carrier must possess a Best rating of at least A: VIII. (For Best ratings go to <http://www.ambest.com/>)
6. VERIFICATION OF COVERAGE.
- a. Contractor shall furnish **monca** and the County certificates of insurance and original endorsements affecting coverage required by this clause. All certificates of insurance and endorsements are to be received by **monca** and the County before work under the contract has begun. The County reserves the right to require complete, certified copies of all insurance policies required by this contract.
 - b. Certificates of insurance shall state that the insuring agency agrees to endeavor to mail to **monca** and the County written notice 30 days before any of the insurance policies described herein are cancelled.
 - c. Contractor agrees to notify **monca** and the County within two working days of any notice from an insuring agency that cancels, suspends, reduces in coverage or policy limits the insurance coverages described herein.
7. SUBCONTRACTORS.
- a. Contractor shall include all subcontractors as insured under its policies or require all subcontractors to be insured under their own policies. If subcontractors are insured under their own policies, they shall be subject to all the requirements stated herein, including providing **monca** and the County certificates of insurance and endorsements before beginning work under this contract.
- B. For the purpose of arriving at the lump sum price of changes, a total markup of twelve percent (12%) shall be made to the Contractor's cost for work done directly by the Contractor, excluding supervision and project management, whether addition or deduction, to cover both estimated profit and overhead. For work performed by subcontractors, the twelve percent (12%) markup shall apply to the subcontractor's documented costs, to which a markup of ten percent (10%) on the first \$2,000 of the subcontracted portion of the extra work and a markup of two percent (2%) on work in excess of \$2,000 of the subcontracted portion of the extra work may be added by the Contractor.