

ADDENDUM 2
Repainting MLK Bldgs 1-7 and Walkway Canopies
100 Ebbtide
Sausalito, CA 94965
March 26, 2013

THE FOLLOWING ITEMS REPRESENT Addendum NO. 2

The purpose of this addendum to the current Bid package for the above-referenced project is to provide clarifications, additions, deletions, changes, and / or revisions to the package per the attached documents and sheets.

The Drawings of this Addendum (if any) primarily relate to required documentation for the clarification of scope. General revisions / supplemental information are also included in this Amendment.

CONTRACTING REQUIREMENTS

Contract Specifications:

- 1) **Change to Instructions To Bidders – Guaranty Added – In the Specifications Part 1.8 Maintenance Bond states that Bidders shall furnish a two (2) year Guaranty ofor a 100%, wo (2) year Maintenance Bond. If Bidders wish to execute a Guaranty in lieu of a Maintenance Bond, Bidders shall include Guaranty with other required Bid Documents for Bid Opening. Guaranty is now provided.**

Questions:

- 1) **Question: 1. The lead report that was provided doesn't show testing to have been done to any other buildings other than the Gymnasium and Building 5. Also, the Gymnasium's facia was not tested at all for lead, only the windows. Based off of this report, "lead-based" paint was found on the facia of Building 5 and on the exterior windows of the Gym. Being that all of the other trim (facias, windows, and metal surfaces) wasn't tested, are all contractors suppose to prepare all of the surfaces as if they contain lead based paint? And if the windows in fact are considered to have lead-based paint (like found on the Gym), are operable windows going to be required to mask on the inside?**

Answer: The testing done on Building 5 and the Gymnasium is representative of other buildings on the Campus and reflects the conditions that will be found on the other buildings. Safe Lead Removal practices should be used to insure that lead containing paint is collected and disposed of properly and to prevent lead containing paint from remaining where it should not.

-End of Addendum #2

GUARANTY

TO THE CITY OF SAUSALITO for Public Works Project of

Repainting MLK Buildings 1-7 and Walkway Canopies

SAUSALITO, CALIFORNIA.

The undersigned guarantees all construction performed on this Project and also guarantees all material and equipment incorporated therein.

Contractor hereby grants to City of Sausalito for a period of **two** years following the date of Notice of Completion, or such longer period specified in the Contract Documents, its unconditional warranty of the quality and adequacy of all of the Work including, without limitation, all labor, materials and equipment provided by Contractor and its Subcontractors of all tiers in connection with the Work.

Neither final payment nor use or occupancy of the Work performed by the Contractor shall constitute an acceptance of Work not done in accordance with this Guaranty or relieve Contractor of liability in respect to any express warranties or responsibilities for faulty materials or workmanship. Contractor shall remedy any defects in the Work and pay for any damage resulting therefrom, which shall appear within **two** years, or longer if specified, from the date of Final Completion.

If within **two** year after the date of Final Completion, or such longer period of time as may be prescribed by laws or regulations, or by the terms of Contract Documents, any Work is found to be defective, Contractor shall promptly, without cost to City of Sausalito and in accordance with City of Sausalito's written instructions, correct such defective Work. Contractor shall remove any defective Work rejected by City of Sausalito and replace it with Work that is not defective, and satisfactorily correct or remove and replace any damage to other Work or the work of others resulting therefrom. If Contractor fails to promptly comply with the terms of such instructions, or in an emergency where delay would cause serious risk of loss or damage, City of Sausalito may have the defective Work corrected or the rejected Work removed and replaced. Contractor shall pay for all claims, costs, losses and damages caused by or resulting from such removal and replacement. Where Contractor fails to correct defective Work, or defects are discovered outside the correction period, City of Sausalito shall have all rights and remedies granted by law.

Inspection of the Work shall not relieve Contractor of any of its obligations under the Contract Documents. Even though equipment, materials, or Work required to be provided under the Contract Documents have been inspected, accepted, and estimated for payment, Contractor shall, at its own expense, replace or repair any such equipment, material, or Work found to be defective or otherwise not to comply with the requirements of the Contract Documents up to the end of the guaranty period.

All abbreviations and definitions of terms used in this Agreement shall have the meanings set forth in the Contract Documents.

The foregoing Guaranty is in addition to any other warranties of Contractor contained in the Contract Documents, and not in lieu of, any and all other liability imposed on Contractor under the Contract Documents and at law with respect to Contractor's duties, obligations, and performance under the Contract Documents. In the event of any

conflict or inconsistency between the terms of this Guaranty and any warranty or obligation of the Contractor under the Contract Documents or at law, such inconsistency or conflict shall be resolved in favor of the higher level of obligation of the Contractor.

Firm/Company

Signature

Name and Title

Address

City/State/Zip

Date

END OF SECTION