

UNIVERSITY OF CALIFORNIA, SANTA BARBARA



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SANTA BARBARA • SANTA CRUZ

OFFICE OF DESIGN & CONSTRUCTION SERVICES and PHYSICAL FACILITIES

CONTRACTING SERVICES  
Building 439  
Santa Barbara, California 93106-1030  
Fax (805) 893-8592

**SENT VIA:**  FAX ON THIS DATE  
 HAND DELIVERY ON THIS DATE  
 FEDERAL EXPRESS ON THIS DATE  
 PLANROOM POSTING

HOLDERS OF PLANS AND SPECIFICATIONS:

Cabrillo Business Park Landscape and Buffer  
Improvements  
Project No. FM160310S/988518  
**Addendum No. 2**

April 20, 2016

Enclosed is **ADDENDUM NO. 2** to the Construction Documents on the above-captioned project.

Bid date is Tuesday, April 26, 2016 at 2:30 pm to be held at:

CONTRACTING SERVICES  
Facilities Management, Bldg. 439  
Door #E, Reception Counter  
University of California, Santa Barbara  
Santa Barbara, CA 93106-1030.

Late arrivals shall be disqualified. Please allow time for unforeseen traffic delays, securing a parking permit and potential parking problems.

Greg Moore  
Associate Director, Contracting Services

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**ADDENDUM NO. 2**  
to the  
**CONSTRUCTION DOCUMENTS**  
April 20, 2016

**GENERAL**

The following changes, additions or deletions shall be made to the following document(s) as indicated; all other conditions shall remain the same.

**I. GENERAL CONDITIONS**

Item No.

- 1.1 **MODIFY** General Conditions, Article 3.2.1, Indemnification, to read as follows (underline denotes an addition and strikethrough denotes a deletion):

“3.2.1 Contractor shall Indemnify defend and hold harmless (with counsel approved by University) University, University's consultants, University's Representative, University's Representative's consultants, Jorland, LLC and Jordano's, Inc. (owners of the adjoining property where a portion of the Work will be performed), and their respective directors, officers, agents, and employees (all of the foregoing indemnitees are collectively referred to hereinafter as “Indemnitees”) from and against losses arising out of, resulting from, or relating to the following:

- .1 The failure of Contractor to perform its obligations under the Contract.
- .2 The inaccuracy of any representation or warranty by Contractor given in accordance with or contained in the Contract Documents.
- .3 Any claim of damage or loss by any Subcontractor against University arising out of any alleged act or omission of Contractor or any other Subcontractor, or anyone directly or indirectly employed by Contractor or any Subcontractor.”

Item No.

- 1.1 **MODIFY** General Conditions, Article 3.21 Indemnification, to read as follows (underline denotes an addition and strikethrough denotes a deletion):

“3.21.2 The ~~University~~ Indemnitees shall not be liable or responsible for any accidents, loss, injury (including death) or damages happening or accruing during the term of the performance of the Work herein referred to or in connection therewith, to persons and/or property, and Contractor shall fully indemnify, defend and hold harmless ~~University~~ Indemnitees and protect ~~University~~ Indemnitees from and against the same. In addition to the liability imposed by law upon the Contractor for damage or injury (including death) to persons or property by reason of the negligence of the Contractor, its officers, agents, employees or Subcontractors, which liability is not impaired or otherwise affected hereby, the Contractor shall defend, indemnify, hold harmless, release and forever discharge the ~~University~~ Indemnitees from and against and waive any and all responsibility of

same for every expense, liability, or payment by reason of any damage or injury (including death) to persons or property suffered or claimed to have been suffered through any negligent act, omission, or willful misconduct of the Contractor, its officers, agents, employees, or any of its Subcontractors, or anyone directly or indirectly employed by either of them or from the condition of the premises or any part of the premises while in control of the Contractor, its officers, agents, employees, or any of its Subcontractors or anyone directly or indirectly employed by either of them, arising out of the performance of the Work called for by this Contract. Contractor agrees that this indemnity and hold harmless shall apply even in the event of negligence of University Indemnitees, regardless of whether such negligence is contributory to any claim, demand, loss, damage, injury, expense, and/or liability; but such indemnity and hold harmless shall not apply in the event of the sole negligence of University Indemnitees.”

## II. SUPPLEMENTARY CONDITIONS

### Item No.

- 2.1 **MODIFY** item 12. MODIFICATION OF GENERAL CONDITIONS, ARTICLE INSURANCE AND BONDS, paragraph 3, to read as follows (underline denotes an addition):

“Insurance required by Paragraph 11.1.2.1 and 11.1.2.2 shall provide as follows: The Regents of the University of California, The University of California, University, and each of their Representatives, consultants, officers, agents, employees, and each of their Representative's consultants, and Jorland, LLC and Jordano's Inc., regardless of whether or not identified in the Contract Documents or to the Contractor in writing, will be included as additional insureds on the Contractor's General Liability insurance for and relating to the Work to be performed by the Contractor and Subcontractors pursuant to additional insured endorsement CG2010 (11/85) or a combination of both CG 2010 (10/01 or 07/04) and CG 2037 (10/01 or 07/04)”.

## III. DRAWINGS

### Item No.

- 3.1 **REPLACE** Note 8 on Sheet 2, in its entirety, with:  
“8. Archeology monitoring is required for the proposed effort. The contractor shall hire and coordinate directly with Dudek & Associates for the required archeology monitoring for the entirety of the project. Notify Ken Victorino with Dudek & Associates 48 hours prior to any grading within 100' of sensitive areas at (805) 729-2503. An archeology monitor must be present and observe all earth moving within 100' of sensitive areas.”

**END OF ADDENDUM NO. 2**