

**ADDENDUM #1**

**RFQ # 03-1617-06**

1. RFQ's Request for Clarifications and Answers.
2. Revised Construction Agreement Form 00 50 00.
  - a. Replace 00 50 00 construction agreement form in it's entirely.
  - b. Delete Article 13, Community Benefits Agreement. This project does not fall under Community Benefits Agreement (CBA).
  - c. Attached in this addendum.
3. Information Available to Bidders.
  - a. As-built drawing for the existing tower.
    - i. Attached in this addendum.
  - b. The District may potentially construct new structural steel tower adjacent to the existing one. The new channel 5 antenna solution system will potentially be mounted on the new tower. The transmitter and antenna installation completion's milestone of June 30, 2018 will be subject to change upon completion of the new structural steel tower. Prequalification applicants/potential bidders are hereby notified on the potential schedule change and are asked to work collaboratively with other District's contractors and consultants, and achieve the revised milestones for the Prject, which should not go beyond November 15, 2018.
    - i. Attached is proposed new tower.
4. Please be advised that your proposal for antenna solution system should be based on mounting the antenna on the existing tower. If the District decided to construct new tower and the new antenna will attach to it, the extra work if any will be covered under project allowance #1.

**End of Addendum #1 Narrative**

**Question #1:**

**Wednesday, August 2, 2017**

We are in receipt of the RFQ-RFP 03-1617-06 for KVCR UHF to VHF Transition Project.

In order to make a determination of our participation in the RFQ we need to more fully understand the scope of the project, specifically in relation to Attachment 3 – Antenna Pack 2.

After carefully examining the document from Jampro, which has been incorporated into the document, I see no mention of “Antenna Installation Services” although there are numerous references to conditions associated with such services.

Please advise if antenna installation services are included and have been omitted from the document or if the document stands as shown without requesting antenna installation services.

Thank you.

**Answer #1:**

**Thursday, August 3, 2017**

Please access the attached link and open **RFQ-P 03-1617-06 KVCR UHF-to-VHF Transition** attachment. Page 7 and 8 of this attachment describe the general scope of work. Item **5 of Section 4.0** explains what will need to be included into your proposal. Your proposal will need to include the installation and

[http://www.sbccd.org/Facilities\\_Planning\\_and\\_Construction/Construction\\_Bid\\_Opportunities/RFQ-RFP\\_03-1617-06\\_for\\_KVCR\\_UHF-to-VHF\\_Transition\\_Project](http://www.sbccd.org/Facilities_Planning_and_Construction/Construction_Bid_Opportunities/RFQ-RFP_03-1617-06_for_KVCR_UHF-to-VHF_Transition_Project)

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**Question #2:**

**Friday, August 04, 2017**

Can you confirm that KVCR is looking for (2) 7500W VHF systems? Or provide me with more clarity about design 1+1 or the power level you are trying to achieve. Page 11 stated “Rated Power Output ..... Customer to specify power level pre-filter”

Looking for that information.

**Answer #2:**

**Monday, August 7, 2017**

Attachment 2, Transmitter System, Page 13 of 22, Item # 1, first paragraph states 7500 watts DTV average power output (before mask filter). The quantity on that same paragraph shows a Qty. of 2 and further down in the long product description for the same line item, the description indicates the transmitters include 2 IP transport inputs with auto-switching. This creates the fail over function for redundant back up.

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**Question #3:**

**Friday, August 07, 2017**

Do you intend to use the two transmitters as passive/active backups, IE 1+1 system?

In regards to the 2 IP transport inputs with auto-switching of transport stream, every exciter will have this option available for 3.0. So this is not an issue related to the TPO. The question is the RF system that should be provided can accommodate a 1+1 configuration.

Or as I would read the Gate's proposal you are looking for 2 separate DualDrive (2 exciters) transmitters for VHF band I design?

**Answer #3:**

**Monday, August 7, 2017**

Yes, it is the intent of KVCR and as part of this bid spec. that the transmitters are to be configured as passive/active backups or 1+1. The RF system will be configured to accommodate a 1+1 transmitter configuration.

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**Question #4:**

**Wednesday, August 10, 2017**

We have been going over the bid spec related to qualifications under "Contractor". Technically we are a manufacturer and we do not have the licenses to be labeled a contractor for the state of California. We can apply for the licenses to do so if they are required for the project. However, we were under the impression they shouldn't be required in CA.

Is there a particular reason that this paperwork is geared towards and not towards a manufacturer?

**Answer #4:**

**Monday, August 10, 2017**

Since this project involves labor, material and equipment and insurance, etc. It is a Public Work and needs a contractor licensing to perform it.

If your firm is considering a CA license, please respond that way in the RFQ and we will consider it. However, prior to submitting your pricing proposal the license may have been obtained.

**-CONSTRUCTION AGREEMENT**

**THIS CONSTRUCTION AGREEMENT** (“Agreement”), is entered into this \_\_\_\_ day of \_\_\_\_\_, 2017 in the County of San Bernardino of the State of California, by and between the San Bernardino Community College District (“DISTRICT”) and \_\_\_\_\_ (“CONTRACTOR”).

**WITNESSETH** that the DISTRICT and the CONTRACTOR for the consideration stated herein agree as follows:

**ARTICLE 1 - SCOPE OF WORK:** The CONTRACTOR shall furnish all labor, materials, supplies, products, equipment, tools, utility and transportation services, apparatus, and the like, and perform and complete all work required in connection with the project commonly referred to as **KVCR TRANSITION UHF-TO-VHF TRANSITION PROJECT (“Project”)** in strict accordance with the Contract Documents enumerated in Article 8 below. The CONTRACTOR shall be liable to the DISTRICT for any damages arising as a result of a failure to comply with all of these obligations, and the CONTRACTOR shall not be excused with respect to any failure to so comply by an act or omission of the Architect, the Inspector of Record, the Division of State Architect (“DSA”), or representative of any of them, unless such act or omission actually prevents the CONTRACTOR from fully complying with the contract documents and the CONTRACTOR protests, in accordance with the Contract Documents, that the act or omission is preventing the CONTRACTOR from fully complying with the Contract Documents. Such protest shall not be effective unless reduced to writing and filed with the DISTRICT within seven days of the date of occurrence of such act or omission preventing the CONTRACTOR from fully complying with the Contract Documents. Everything called for by the Agreement is sometimes also referred to as the “Work.”

**ARTICLE 2 - TIME OF COMPLETION:** Once the CONTRACTOR has received the Notice to Proceed from the DISTRICT, the CONTRACTOR shall proceed as identified therein as well as required by the Project Schedule, and shall diligently schedule, execute, and fully complete the required Work in accordance with the current Project Schedule and within the time period specified in the Notice to Proceed. The Project duration shall be \_\_\_\_ calendar days.

It is expected that the DISTRICT will issue the Notice to Proceed to the CONTRACTOR within 90 days of the CONTRACTOR’s execution of this Agreement. But it is expressly understood that with reasonable notice to the CONTRACTOR, the DISTRICT may postpone issuing the Notice to Proceed. It is further expressly understood that the CONTRACTOR shall not be entitled to any claim of additional compensation as a result of the DISTRICT’s postponement of the issuance of the Notice to Proceed.

**ARTICLE 3 –LIQUIDATED DAMAGES:** The CONTRACTOR shall pay the DISTRICT \$1,000.00 per day as liquidated damages for each calendar day of unexcused delay that the Work remains unfinished beyond the completion date as set forth in the Project Schedule that is caused by the CONTRACTOR or by those for whom the Contractor is legally responsible for to the District. The DISTRICT may deduct such liquidated damages from any payments due or to become due to CONTRACTOR. This provision shall not limit any rights or remedies of the DISTRICT in the event any other default of the CONTRACTOR other than failing to complete the Work by the completion date.

**ARTICLE 4 - CONTRACT PRICE:** The DISTRICT shall pay to the CONTRACTOR as full consideration for the faithful performance of this Agreement, subject to any additions or deductions as provided in the Contract Documents, the sum of \_\_\_\_\_ DOLLARS (\$ \_\_\_\_\_ ), said sum being the total amount stipulated in the CONTRACTOR’s proposal. Payment shall be made as set forth in the General Conditions.

Should any Change Order, Partial Change Order, Construction Directive, or Compromise result in an increase or decrease in the Contract Price, the cost of such Change Order, Partial Change Order, Construction Directive, or Compromise, shall be agreed to in advance by the CONTRACTOR and the DISTRICT, subject to the limitations set forth in the applicable Public Contract Code sections. In the event that the CONTRACTOR proceeds with a change in the Work without an agreement between the DISTRICT and CONTRACTOR regarding the cost of a Change Order, Partial Change Order, Construction Directive, or Compromise, the CONTRACTOR waives any claim of additional compensation for such additional work. The DISTRICT's Vice Chancellor has received delegated authority from the DISTRICT's Governing Board to approve additive and deductive Change Orders, Partial Change Orders, Construction Directives, and Compromises, and to bind the DISTRICT thereto, in the amount of the monetary limitations set forth in the applicable Public Contract Code sections. See General Conditions, Article 7, for further details.

**ARTICLE 5 – DEFENSE – INDEMNIFICATION – HOLD HARMLESS OBLIGATIONS:** CONTRACTOR shall defend, indemnify, and hold harmless the DISTRICT, the Architect, the Inspector of Record, Project Manager, and the State of California, and their respective officers, trustees, employees, agents, and independent contractors, from all liabilities, claims, actions, liens, judgments, demands, damages, losses, costs, and expenses, of any kind, arising from death, personal injury, property damage, or other cause, based or asserted upon any act, omission, or breach connected with or arising from the Work or performance of service under this Agreement or the Contract Documents. As part of this indemnity, CONTRACTOR shall protect and defend, at its own expense, the DISTRICT, the Architect, the Inspector of Record, the State of California, and their respective officers, trustees, employees, agents, and independent contractors, from any such legal action, including attorneys' fees and legal costs.

Furthermore, CONTRACTOR hereby agrees to defend, indemnify, and hold harmless the DISTRICT, the Architect, the Inspector of Record, the Project Manager, and the State of California, and their respective officers, trustees, employees, agents, and independent contractors from every claim or demand made, and every liability, loss, damage, expense, or attorney's fees and legal costs, of any nature whatsoever, which may be incurred by reason of:

- (a) Liability for: (1) death or bodily injury to persons; (2) damage or injury to, loss (including theft), or loss of use of, any property; (3) any failure or alleged failure to comply with any provision of law or the Contract Documents; or (4) any other loss, damage, or expense, sustained by any person, firm, or corporation in connection with the Work called for in this Agreement or the Contract Documents, except to the extent resulting from the sole negligence or the sole willful misconduct of the DISTRICT.
- (b) Any bodily injury to or death of persons, or damage to property, caused by any act, omission, or breach of the CONTRACTOR, or by any person, firm, or corporation employed or retained by the CONTRACTOR, either directly or by independent contract, including all damages or injury to, loss (including theft), or loss of use of, any property, sustained by any person, firm, or corporation, including the DISTRICT, arising out of or in any way connected with the Work covered by this Agreement or the Contract Documents, but not for any loss, injury, death, or damages caused by the sole negligence or sole willful misconduct of the DISTRICT.
- (c) Any dispute between the CONTRACTOR and the CONTRACTOR's subcontractors, suppliers, agents, or sureties, including, but not limited to, any failure or alleged failure of the CONTRACTOR (or any person hired or retained directly or indirectly by the CONTRACTOR) to

pay any subcontractor of any tier, or any other person employed in connection with the Work, or in connection with the filing of any stop notice or mechanic's lien claims.

- (d) Any breach of the Agreement by the CONTRACTOR.

CONTRACTOR, at its own expense, cost, and risk, shall defend any and all claims, actions, suits, and other proceedings that may be brought or instituted against the DISTRICT, its officers, trustees, agents, or employees, on any such claim or liability, and shall pay or satisfy any judgment that may be rendered against the DISTRICT, or its officers, trustees, agents, or employees, in any action, suit, or other proceedings as a result thereof.

The Parties agree to comply with the dispute resolution procedures set forth in Public Contract Code Section 9204, as applicable.

**ARTICLE 6 - CONTRACTOR'S INSURANCE:**

**6.1 Insurance Requirements.** Before the commencement of Work on the Project, the CONTRACTOR shall purchase from and maintain in a company or companies lawfully authorized to do business in California, with a financial rating of at least A+ status as rated in the most recent edition of Best's Insurance Reports, such insurance as will protect the DISTRICT from claims set forth below, which may arise out of or result from the CONTRACTOR's operations under this Agreement and for which the CONTRACTOR may be legally liable, whether such operations are by the CONTRACTOR, or by anyone directly or indirectly employed or retained by CONTRACTOR, or by anyone for whose acts CONTRACTOR may be liable, including insurance coverage for the following:

- (a) Claims for damages because of bodily injury, sickness, disease, or death of any person, including employees, contractors, and agents of the DISTRICT;
- (b) Claims for damages insured by usual personal injury liability coverage which are sustained by a person as a result of an offense directly or indirectly related to employment of such person by the CONTRACTOR or by a subcontractor or agent of the CONTRACTOR;
- (c) Claims for damages because of injury or destruction of tangible property, including loss of use resulting therefrom, arising from acts or omissions under this Agreement or the Contract Documents;
- (d) Claims for damages because of bodily injury, death of a person, or property damage arising out of the ownership, maintenance, or use of a motor vehicle, all mobile equipment, and vehicles moving under their own power and engaged in the Work for the Project;
- (e) Claims involving contractual liability applicable to the CONTRACTOR's obligations under this Agreement and the Contract Documents, including liability assumed by and the indemnity and defense obligations of the CONTRACTOR and its subcontractors;
- (f) Claims involving completed operations, independent contractors' coverage, and Broad Form property damage, without any exclusions for collapse, explosion, demolition, underground coverage, or excavating; and
- (g) Claims involving sudden or accidental discharge of contaminants or pollutants.

**6.2 Additional Insured Endorsement Requirements.** The CONTRACTOR shall name, on any policy of insurance required under Article 6.1 above, the DISTRICT, the Architect, the Inspector of Record, the State of California, and their respective officers, trustees, employees, agents, and independent contractors as additional insureds. The CONTRACTOR also shall ensure that all of the CONTRACTOR's subcontractors name the same additional insureds. The Additional Insured Endorsement included on all such insurance policies shall state that coverage is afforded the additional insured with respect to claims arising out of operations performed by or on behalf of the insured. If the additional insureds have other insurance which is applicable to the loss, such other insurance shall be on an excess or contingent basis. The insurance provided by the CONTRACTOR pursuant to this Article must be designated in the policy as primary to any insurance obtained by the DISTRICT. The amount of the insurer's liability shall not be reduced by the existence of such other insurance.

**6.3 Specific Insurance Requirements.** The CONTRACTOR shall take out and maintain and shall require all of its subcontractors, if any, whether primary or secondary, to take out and maintain:

(a) **General Liability Insurance.** Comprehensive General Liability Insurance with a combined single limit per occurrence of not less than \$1,000,000.00 or Commercial General Liability Insurance (including automobile insurance) which provides limits of not less than:

- i. Per occurrence (combined single limit).....\$1,000,000.00
- ii. Project Specific Aggregate (for this project only) ... \$1,000,000.00
- iii. Products and Completed Operations.....\$500,000.00
- iv. Personal and Advertising Injury Limit.....\$500,000.00

**6.4 Workers' Compensation Insurance.** During the term of this Agreement, the CONTRACTOR shall provide workers' compensation insurance for all of the CONTRACTOR's employees working on the Project under this Agreement and, in case any of the CONTRACTOR's work is subcontracted, the CONTRACTOR shall require the subcontractor to provide workers' compensation insurance for all the subcontractor's employees working on the Project. Any class of employee not covered by a subcontractor's insurance shall be covered by the CONTRACTOR's insurance. In case any class of employee working on the Project under this Agreement on the Project is not protected under the workers' compensation laws, the CONTRACTOR shall provide or cause a subcontractor to provide adequate insurance coverage for the protection of those employees not otherwise protected. The CONTRACTOR shall file with the DISTRICT certificates of insurance in accordance with Labor Code § 3700.

**6.5 Other Insurance.** The CONTRACTOR shall provide all other insurance required to be maintained under applicable laws, ordinances, rules, and regulations.

**6.6 Proof of Insurance.** The CONTRACTOR shall not commence work on the Project, nor shall it allow any subcontractor to commence work on the Project until all required insurance and certificates have been obtained and delivered in duplicate to the DISTRICT for approval subject to the following requirements:

- (a) Certificates and insurance policies shall include the following clause: “This policy shall not be non-renewed, canceled, or reduced in required limits of liability or amounts of insurance until notice has been mailed to the DISTRICT.”
- (b) Certificates of insurance shall state in particular those insured, the extent of insurance, location, and operation to which the insurance applies, the expiration date, and cancellation and reduction notices.
- (c) Certificates of insurance shall clearly state that the DISTRICT and the Architect are named as additional insureds under the policy described, and that such insurance policy shall be primary to any insurance or self-insurance maintained by the DISTRICT.
- (d) The CONTRACTOR and its subcontractors shall produce a certified copy of any insurance policy required under this Section upon written request of the DISTRICT.

**6.7 Compliance.** In the event that the CONTRACTOR fails to furnish and maintain any insurance required by this Article, the CONTRACTOR shall be in default under the Contract. Compliance by CONTRACTOR with the requirement to carry insurance and furnish certificates or policies evidencing the same shall not relieve the CONTRACTOR from liability assumed under any provision of the Contract Documents, including, without limitation, the obligation to defend and indemnify the DISTRICT.

**ARTICLE 7 - PROVISIONS REQUIRED BY LAW:** Each and every provision of law and clause required to be inserted in this Agreement shall be deemed to be inserted herein, and this Agreement shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted or is not inserted correctly, then upon application of either party, this Agreement shall forthwith be physically amended to make such insertion or correction.

**ARTICLE 8 - COMPONENT PARTS OF THIS AGREEMENT:** This Agreement consists of the following Contract Documents, all of which are component parts of the Agreement as if herein set out in full or attached hereto:

- Notice Inviting Bids
- Bid Proposal Form
- Bid Guarantee Form
- Bid Bond (*Notarized*)
- Designation of Subcontractors
- Non-Collusion Declaration (*Notarized*)
- Contractor’s Certificate Regarding Worker’s Compensation
- Acknowledgment of Bidding Practices
- Bidder’s Acknowledgement of Project Duration
- Site Visit Certification (*Notarized*)
- Substitution Request Form
- General Conditions
- RFQ Documents
- Agreement Form (*Notarized*)
- Payment Bond (*Notarized*)
- Performance Bond (*Notarized*)
- Contractor’s Guarantee
- Insurance Endorsements
- Contractor’s Certificate Regarding Drug-Free Workplace
- Contractor’s Certificate Regarding Tobacco & Alcoholic Beverage Use



Recycled Content Certification  
Asbestos-Free Materials Certificate (*Notarized*)  
Lead Base Paint Requirements (*Notarized*)  
Project Schedule  
All Addenda as Issued  
All Change Orders and/or Partial Change Orders

All of the Contract Documents are intended to be complementary. Terms used in this Agreement are as used herein or in the General Conditions. Work required by one of the Contract Documents and not by others shall be done as if required by all. In case of a conflict between this Agreement and any other of the Contract Documents, the terms of this Agreement shall prevail.

**ARTICLE 9 - PREVAILING WAGES:** Wage rates for this Project shall be in accordance with the general prevailing rate of holiday and overtime work in the locality in which the work is to be performed for each craft, classification, or type of work needed to execute the contract as determined by the Director of the Department of Industrial Relations (“DIR”). Copies of schedules of rates so determined by the Director of the DIR are available from the DIR.

The following are hereby referenced and made a part of this Agreement and the CONTRACTOR agrees to the provisions contained therein.

1. Chapter 1 of Part 7 of Division 2 of the Labor Code (Sections 1720 et seq.);
2. California Code of Regulations, Title 8, Chapter 8, Subchapters 3 & 4 (Sections 16000 et seq.); and

**ARTICLE 10 - RECORD AUDIT:** In accordance with Government Code Section 8546.7, records of both the DISTRICT and the CONTRACTOR shall be subject to examination and audit by the Auditor General for a period of three years after final payment. Separate and apart from the foregoing, the CONTRACTOR shall keep all of its, and require by contract that each of its subcontractors, sub-subcontractors, and suppliers keep all of their, Project and Project-related records, for a period of four years from the Project’s completion, and the DISTRICT has the right to copy, review, inspect, and audit all such records at DISTRICT’s cost and expense upon 48 hours’ notice. Upon receipt of such notice, the CONTRACTOR shall make said records available as required herein.

**ARTICLE 11 - CONTRACTOR’S LICENSE AND REGISTRATION:** The CONTRACTOR must possess, and keep in good standing at all times during the performance of this Agreement, all required licenses and certifications. In addition, the CONTRACTOR shall comply with the registration requirements set forth in Labor Code Section 1725.5.

**ARTICLE 12 – PROJECT MANAGER STATUS:** DISTRICT staff or a designated consultant will serve as Project Manager. The Project Manager will assist the DISTRICT with the administration of the Agreement, in accordance with the terms of those General Conditions and the Construction Management Agreement, if any, between the DISTRICT and the Project Manager. The Project Manager has been appointed as the DISTRICT’s agent with the power to carry out the Project Manager’s duties and activities on behalf of the DISTRICT. The Project Manager has no payment obligation under this Agreement and cannot authorize any changes to the Agreement, the Work, or the Project.

IN WITNESS WHEREOF, this Agreement has been duly executed by the parties, on the day and year first above written.

San Bernardino Community College District

**CONTRACTOR:**

By: \_\_\_\_\_

\_\_\_\_\_  
Typed or Printed Name

\_\_\_\_\_  
Title

By: \_\_\_\_\_

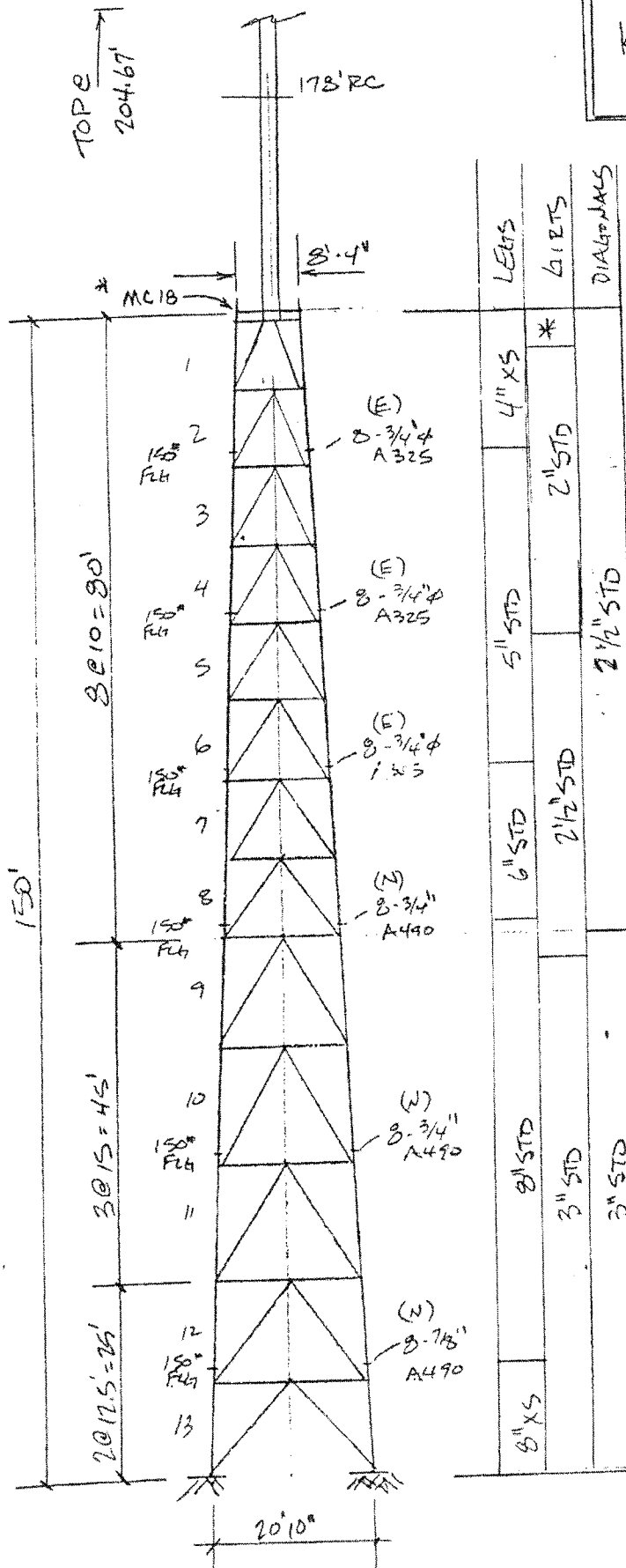
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Dated: \_\_\_\_\_

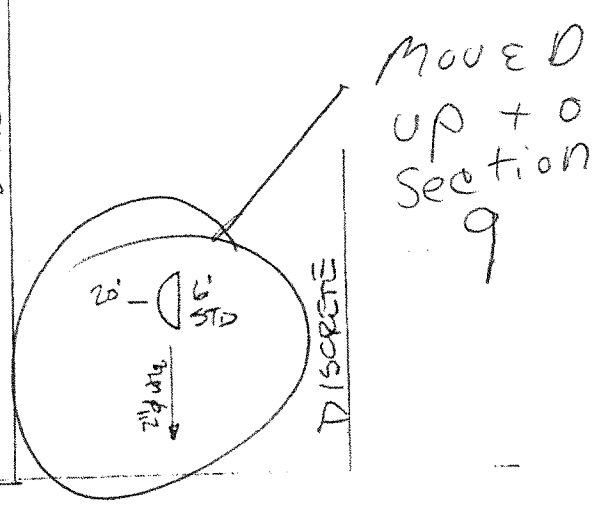
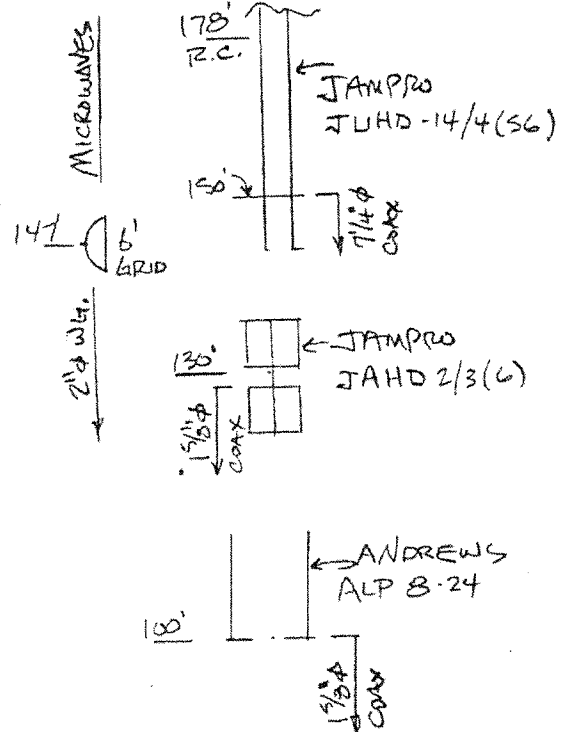
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Title (Authorized Officers or Agents)

**(CORPORATE SEAL)**

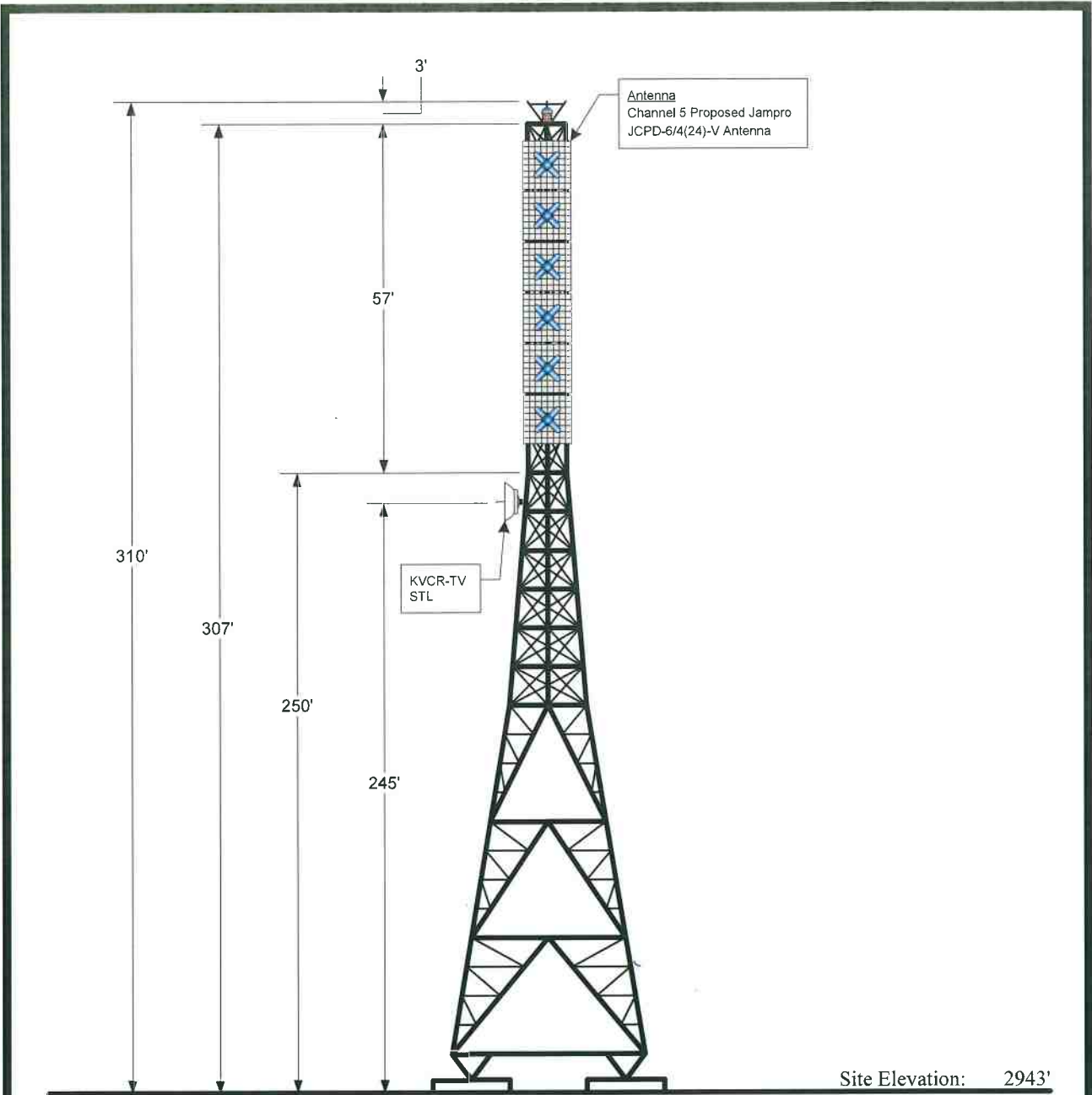
KVCR Existing Tower As-Built Sheet



KVCR CH. 24 Box SPRINGS  
11/03 03-139



KVCR Proposed New Tower - Submitted to FAA for review.



Overall Height AGL: 310 ft  
Overall Height AMSL: 3253 ft

NAD 27 Coordinates:  
N. Latitude: 33° 57' 57.5"  
W. Longitude: 117° 17' 09.0"

FCC Tower Registration Number: N/A  
FAA Study Number: N/A

NOTE: NOT TO SCALE

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