

NORTHWEST CA RESOURCE CONSERVATION & DEVELOPMENT COUNCIL

Addendum Number 1

EAST BRANCH ROAD WATER RELIABILITY AND HANSEN DITCH WATER CONSERVATION PROJECT

Plans and Specifications dated August 5th, 2021 as prepared by Northwest CA Resource Conservation & Development Council (Council) for the East Branch Road Water Reliability and Hansen Ditch Water Conservation Project are hereby clarified, amended or modified by this addendum which will be incorporated into the conditions of the contract of the specifications. This addendum shall be signed by the Contractor and submitted with the bid document.

Notice to Contractors

1.) Article 12 in the Technical Specifications shall be amended as follows:

ARTICLE 12 – CHANGE OF CONTRACT PRICE; CHANGE OF CONTRACT TIMES

12.01 Change of Contract Price

- A. The Contract Price may only be changed by a Change Order. Any Claim for an adjustment in the Contract Price shall be based on written notice submitted by the party making the Claim to the Agency and the other party to the Contract in accordance with the provisions of the Agreement.
- B. The value of any Work covered by a Change Order or of any Claim for an adjustment in the Contract Price will be determined as follows:
 - 1. Where the Work involved is covered by unit prices contained in the Contract Documents, by application of such unit prices to the quantities of the items involved; or
 - 2. Where the Work involved is not covered by unit prices contained in the Contract Documents, by a mutually agreed lump sum; or
 - 3. Where the Work involved is not covered by unit prices contained in the Contract Documents and agreement to a lump sum is not reached under Paragraph 12.01.B.2, on the basis of the Cost of the Work plus a Contractor's fee for overhead and profit.

12.02 Delays

- A. Where Contractor is prevented from completing any part of the Work within the Contract Times due to delay beyond the control of Contractor, the Contract Times will be extended in an amount equal to the time lost due to such delay if a Claim is made therefor as provided in this Paragraph. Delays beyond the control of Contractor shall include, but not be limited to, acts or neglect by Agency, acts or neglect of utility owners or other contractors performing other work as contemplated by Article 7, fires, floods, epidemics, abnormal weather conditions, or acts of God.
- B. If Agency or other contractors or utility owners performing other work for Agency as contemplated by Article 7, or anyone for whom Agency is responsible, delays, disrupts, or interferes with the performance or progress of the Work, then Contractor shall be entitled to an equitable adjustment in the Contract Price or the Contract Times, or both. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times.

- C. Agency, and the Related Entities shall not be liable to Contractor for any claims, costs, losses, or damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) sustained by Contractor on or in connection with any other project or anticipated project.

- D. Contractor shall not be entitled to an adjustment in Contract Price or Contract Times for delays within the control of Contractor. Delays attributable to and within the control of a Subcontractor shall be deemed to be delays within the control of Contractor.

2.) Section 01700 in the Technical Provisions found in the Technical shall be amended as follows:

SECTION 01700
PROJECT CLOSEOUT

PART 1 GENERAL

1.01 SCOPE OF WORK

- A. This Section specifies administrative and procedural requirements for project closeout, including but not limited to:
 - 1. Closeout procedures.
 - 2. Final cleaning.
 - 3. Adjusting.
 - 4. Project as-built documents.
 - 5. Spare parts and maintenance materials.

1.02 RELATED WORK

Not Used

1.03 AS-BUILT DOCUMENTS

- A. Maintain on site, one set of the following documents; actual revisions to the work shall be recorded in these documents:
 - 1. Contract Drawings.
 - 2. Specifications.
 - 3. Addenda.
 - 4. Change Orders and other Modifications to the Contract.
 - 5. Reviewed shop drawings, product data, and samples.
- B. Store As-Built Documents separate from documents used for construction.
- C. Record information concurrent with construction progress.
- D. Specifications: Legibly mark and record at each product section description of actual products installed, including the following:
 - 1. Manufacturer's name and product model and number.
 - 2. Product substitutions or alternates utilized.
 - 3. Changes made by Addenda and Modifications.
- E. Contract Drawings and Shop Drawings: Legibly mark each item to record actual construction including:
 - 1. Measured depths of foundations in relation to finish floor datum.
 - 2. Measured horizontal and vertical locations of underground utilities and appurtenances, referenced to permanent surface improvements.
 - 3. Measured locations of internal utilities and appurtenances concealed in construction, referenced to visible and accessible features of the work.

4. Field changes of dimension and detail.
5. Details not on original Contract Drawings.

F. Submit documents to Agency with Application for Final Payment

1.04 CLOSEOUT PROCEDURES

- A. Submit written certification that Contract Documents have been reviewed, work has been inspected and that work is complete in accordance with Contract Documents and ready for Agency's inspection.
- B. Provide submittals to Agency that are required by governing or other authorities.
- C. Submit Application for Final Payment identifying total adjusted Contract Sum, previous payments and sum remaining due.

1.05 FINAL CLEANING

- A. Complete the following cleaning operations before requesting inspection for completion.
 1. Remove labels that are not permanent labels.
 2. Clean transparent materials, including mirrors and glass in doors and windows. Remove glazing compound and other substances that are noticeable vision-obscuring materials. Replace chipped or broken glass and other damaged transparent materials.
 3. Clean exposed exterior and interior hard-surfaced finishes to a dust-free condition, free of stains, films and similar foreign substances. Restore reflective surfaces to their original reflective condition. Leave concrete floors broom clean. Vacuum carpeted surfaces.
 4. Wipe surface of mechanical and electrical equipment. Remove excess lubrication and other substances. Clean plumbing fixtures to a sanitary condition. Clean light fixtures and lamps.
 5. Clean the site, including landscape development areas, of rubbish, litter and other foreign substances. Sweep paved areas broom clean; remove stains, spills and other foreign deposits. Rake grounds that are neither paved nor planted, to a smooth even-textured surface.

1.06 ADJUSTING

- A. Adjust operating products and equipment to ensure smooth and unhindered operation.

END OF SECTION

3.) The Notice of Award form in the Bid Solicitation shall be amended as follows:

NOTICE OF AWARD

TO:

PROJECT: East Branch Road Water Reliability and Hansen Ditch Water

The Agency has considered the Bid submitted by you for the above described Work in response to its Advertisement for Bids dated August 5, 2021, and Information for Bidders.

You are hereby notified that your Bid has been accepted for items in the amount of \$ _____.

You are required by the Information for Bidders to execute the Agreement and furnish the required Contractor's certificates of insurance within five (5) calendar days from the date of this Notice to you.

If you fail to execute said Agreement within five (5) days from the date of this Notice, said Agency will be entitled to consider all your rights arising out of the Agency's acceptance of your Bid. The Agency will be entitled to such other rights as may be granted by law.

You are required to return an acknowledged copy of this NOTICE OF AWARD to the AGENCY.

Dated this _____ day of _____, 20_____.

Agency _____

By _____ Title _____

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE OF AWARD is hereby acknowledged by: _____

(Name of Contractor)

This the _____ day of _____, 20_____.

By _____ Title _____

4.) Part 2 of Section 15025 in the Technical Provisions of the Technical Specifications shall be amended as follows:

PART 2 - MATERIALS

2.01 PIPE

A. Pipe used in the construction of the water main shall be of the type shown on the Drawings. It shall be the regular product of a firm who has successfully manufactured comparable pipe for at least three years.

1. Black Steel Pipe (4 inches and smaller)

All black steel pipe size 4-inches in diameter and smaller shall conform to the requirements of ASTM A120, and shall be Schedule 40.

2. Black Steel Pipe (5 inches and larger)

Black steel station piping, including short underground runs shown on the Drawings, shall conform to the requirements of ASTM A53 and shall be Grade B.

3. Welded Steel Pipe

Welded steel pipe shall be manufactured of steel plate of the thickness shown on the Drawings. Where not shown, the thickness shall be not less than 3/16 of an inch for pipe 24 inches in diameter and smaller, and not less than 1/4 inch for larger sizes. Pipe materials, fabrication, and shop testing of straight pipe shall conform to the requirements of the "AWWA Standard for Steel Water Pipe 6 Inches and Larger" (AWWA C200). All outlets, 4-inch diameter and larger, shall be provided with reinforcing designed for the water working pressure specified or shown. Shop drawings of all welded steel pipe, 8 inches in diameter and larger shall be furnished in accordance with the general conditions. For pipe 14 inches in diameter and larger, the inside diameter after lining shall be not less than the nominal diameter specified or shown. Pipe smaller than 14 inches in diameter may be furnished in standard outside diameters.

4. Polyvinyl Chloride Pipe (PVC)

PVC pipe shall conform to the latest revision of AWWA Standard C900. The Contractor shall use the class of pipe stated on the Drawings. The PVC pipe shall be manufactured in cast-iron O.D.s and in sections not to exceed 20 feet in length. The Contractor shall use either plain end pipe with elastomeric couplings or gasketed bell and spigot pipe. Pipe end couplings shall be US manufactured by Johns-Manville, Certainteed or equal.

5. Corrugated Metal Pipe (CMP)

Corrugated metal pipe shall conform to the Caltrans Standard Specifications, Section 66: Corrugated metal pipe.

6. Ductile Iron Pipe (DIP)

Ductile iron pipe shall conform to ANSI A21.51 (AWWA C151) for a minimum working pressure of 150 psi unless otherwise specified. Ductile iron castings shall conform and be tested in accordance with ASTM A536.

Casting grade for pipe shall be 60-42-10. Laying length shall be the manufacturer's standard length, not to exceed 20 feet. Shorter lengths may be used when required for closures and proper location of special sections. The interior surface of all DIP shall be cement-mortar lined and seal coated in conformance with AWWA C104, and the exterior surface shall have a bituminous coating of either coal tar or asphalt base, approximately 1 mil thick. Cement mortar shall be ASTM C150, Type II or V, low alkali, containing less than 0.06 percent alkalis. Joints shall be push-on or mechanical type and shall conform to ANSI 21.11 (AWWA C111).

7. Reinforced Concrete Pipe (RCP)

Reinforced concrete pipe shall conform to the specifications of ASTM Designation C76. Joints for concrete pipe shall be tongue and groove, bell and spigot or other approved type, and shall be of such a design that when properly laid, they shall have a smooth and uniform interior surface. Each joint shall be sealed to prevent leakage. Sealing materials shall consist of either cement mortar, rubber gasketed joints, or resilient materials conforming to Section 65-1.06A, 65- 1.06B, and 65-1.06C of the Caltrans Standard State Specifications.

8. Polyethylene Tubing (PE)

Polyethylene pipe for water services shall be SDR 9, Iron Pipe Size (IPS) conforming to AWWA C901. Unless otherwise shown on the drawings, PE pipe shall be pressure class 200.

9. Cross-Linked Polyethylene Tubing (PEX)

PEX tubing for water services shall be manufactured to the requirements of ASTM F876, ASTM F876, AWWA C904, NSF 61, and/or CSA B137.5. PEX

tubing shall be SDR 9 rated for 160 PSI at 74 degrees Fahrenheit. Connections shall conform to ASTM F 1807 and/or ASTM F1960.

10. High-density polyethylene (HDPE) pipe

PEX tubing for water services shall be manufactured to the requirements of AWWA C906, ASTM D2239,, All connections between pipe sticks will be welded joints.

5.) Part 1 of Section 01020 in the Technical Provisions of the Technical Specifications shall be amended as follows:

SECTION 01020
CONTROL OF WORK

PART 1 - GENERAL

1.01 DESCRIPTION

- A. This section describes special requirements and construction constraints that may affect the Work. These requirements and constraints are in addition to those appearing elsewhere in the specifications.

1.02 WORKING HOURS

- A. Work hours shall as set forth in the Special Provisions.

1.03 PRIVATE LAND

- A. Do not enter or occupy private land outside of easements, except by permission of the individual land owner.

1.04 PIPE LOCATIONS

- A. Locate pipelines as indicated on the Drawings. The Agency reserves the right to make such modifications in locations as may be found desirable to avoid interference with existing structures or for other reasons. Where fittings are noted on the Drawings, such notation is for the Contractor's convenience and does not relieve him from laying and jointing different or additional items where required.
- B. It is intended that wherever existing utilities such as water, wastewater, cable, telephone, fiber optic, electrical and other service lines must be crossed, the Contractor shall coordinate with the utility to move or replace the existing utility in order to achieve the desired crossing clearance.
- C. Any project delays resulting from the required management, protection, or relocations of any utilities, whether performed by the Contractor, the utility owner, or its designees, shall be the responsibility of the Contractor and shall not be the basis for any time extensions to the contract unless such an extension is requested prior to the activity causing delay and pre-approved by the Agency.

1.05 OBSTRUCTIONS

- A. Existing utilities are shown in their approximate locations on the Drawings. Contractor to verify locations of all underground utilities. Should damage occur to an existing utility, it shall be repaired at no cost to the Agency. The Contractor shall be responsible for paying all fees or penalties levied by any utility due to any interruption in service, either planned or unplanned, caused by the Work.
- B. The Contractor shall contact Underground Service Alert (USA) at least 2 working days prior to starting any excavations so utility personnel can locate and protect facilities if required by the utility.

- C. The Contractor shall note that there are overhead electric power, cable television, telephone, and other utilities. Exercise caution when operating heavy equipment near or around overhead lines. The Contractor shall place warning signs to indicate locations where low overhead lines exist.
- D. The Contractor shall be responsible for stabilizing all utility or other poles which may be endangered by the close proximity of excavations.

1.06 PROTECTION AND RELOCATION OF EXISTING STRUCTURES AND UTILITIES

- A. Assume full responsibility for the protection of all buildings, structures, and utilities, public or private, including poles, signs, services to buildings, utilities in the street, gas pipes, water pipes, hydrants, sewers, drains and electric and telephone cables, whether or not they are shown on the Drawings. Carefully support and protect all such structures and utilities from injury of any kind. Immediately repair any damage resulting from the construction operations.
- B. Assistance will be given the Contractor in determining the location of existing services. The Contractor, however, shall bear full responsibility for obtaining all locations of underground structures and utilities (including existing water services, drain lines and sewers). Maintain services to buildings and pay costs or charges resulting from damage thereto.
- C. If, in the opinion of the Agency, permanent relocation of a utility not otherwise considered part of the Contract is required, the Agency may direct the Contractor, in writing, to perform the work. Work so ordered will be paid for as extra work under Article 10- Changes in Work; Claims . If relocation of a privately owned utility is required, the Contractor will notify the Utility to perform the work as expeditiously as possible. The Contractor shall cooperate with the Agency and Utility. No claim for delay will be allowed due to such relocation.

6.) Article 13 in the Technical Specifications shall be amended as follows:

**ARTICLE 13 – TESTS AND INSPECTIONS;
CORRECTION, REMOVAL OR ACCEPTANCE OF
DEFECTIVE WORK**

13.01 Notice of Defects

- A. Prompt notice of all defective Work of which Agency has actual knowledge will be given to Contractor. All defective Work may be rejected, corrected, or accepted as provided in this Article 13.

13.02 Access to Work

- A. Agency, District, their consultants and other representatives and personnel of Agency, independent testing laboratories, and governmental agencies with jurisdictional interests will have access to the Site and the Work at reasonable times for their observation, inspecting, and testing. Contractor shall provide them proper and safe conditions for such access and advise them of Contractor's Site safety procedures and programs so that they may comply therewith as applicable.

13.03 Tests and Inspections

- A. Contractor shall give Agency timely notice of readiness of the Work for all required inspections, tests, or approvals and shall cooperate with inspection and testing personnel to facilitate required inspections or tests.
- B. Agency shall employ and pay for the services of an independent testing laboratory to perform all inspections, tests, or approvals required by the Contract Documents except:
 - 1. for inspections, tests, or approvals covered by Paragraphs 13.03.C and 13.03.D below;
 - 2. that costs incurred in connection with tests or inspections conducted pursuant to Paragraph 13.04.B shall be paid as provided in said Paragraph 13.04.C; and
 - 3. as otherwise specifically provided in the Contract Documents.
- C. If Laws or Regulations of any public body having jurisdiction require any Work (or part thereof) specifically to be inspected, tested, or approved by an employee or other representative of such public body, Contractor shall assume full responsibility for arranging and obtaining such inspections, tests, or approvals, pay all costs in connection therewith, and furnish Agency the required certificates of inspection or approval.
- D. Contractor shall be responsible for arranging and obtaining and shall pay all costs in connection with any inspections, tests, or approvals required for Agency's acceptance of materials or equipment to be incorporated in the

Work; or acceptance of materials, mix designs, or equipment submitted for approval prior to Contractor's purchase thereof for incorporation in the Work. Such inspections, tests, or approvals shall be performed by organizations acceptable to Agency.

- E. If any Work (or the work of others) that is to be inspected, tested, or approved is covered by Contractor without written concurrence of Agency, it must, if requested by Agency be uncovered for observation.
- F. Uncovering Work as provided in Paragraph 13.03.E shall be at Contractor's expense unless Contractor has given Agency timely notice of Contractor's intention to cover the same and Agency has not acted with reasonable promptness in response to such notice.

13.04 Uncovering Work

- A. If any Work is covered contrary to the written request of Agency, it must, if requested by Agency, be uncovered for Agency's observation and replaced at Contractor's expense.
- B. If Agency considers it necessary or advisable that covered Work be observed by Agency or inspected or tested by others, Contractor, at Agency's request, shall uncover, expose, or otherwise make available for observation, inspection, or testing as Agency may require, that portion of the Work in question, furnishing all necessary labor, material, and equipment.
- C. If it is found that the uncovered Work is defective, Contractor shall pay all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such uncovering, exposure, observation, inspection, and testing, and of satisfactory replacement or reconstruction (including but not limited to all costs of repair or replacement of work of others); and Agency shall be entitled to an appropriate decrease in the Contract Price.
If, the uncovered Work is not found to be defective, Contractor shall be allowed an increase in the Contract Price or an extension of the Contract Times, or both, directly attributable to such uncovering, exposure, observation, inspection, testing, replacement, and reconstruction

13.05 Agency May Stop the Work

- A. If the Work is defective, or Contractor fails to supply sufficient skilled workers or suitable materials or equipment, or fails to perform the Work in such a way that the completed Work will conform to the Contract Documents, Agency will take action as described in Exhibit D of agreement.

13.06 Correction Period

- A. If within one year after the date of completion (or such longer period of time as may be prescribed by the terms of any applicable special guarantee required by the Contract Documents) or by any specific provision of the Contract Documents, any Work is found to be defective, or if the repair of any damages to the land or areas made available for Contractor's use by Agency is found to be defective, Contractor shall promptly, without cost to Agency and in accordance with Agency's written instructions:

1. repair such defective land or areas; or
2. correct such defective Work; or
3. if the defective Work has been rejected by Agency, remove it from the Project and replace it with Work that is not defective, and
4. satisfactorily correct or repair or remove and replace any damage to other Work, to the work of others or other land or areas resulting therefrom.

\

Mark Lancaster 8/12/2021

Mark Lancaster
Director
Five Counties Salmonid Conservation
Program
Northwest CA RC & D Council

Signature

Date

Name of Company

Print Signer's Name & Position