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CITY OF PETALUMA

POST OFFICE BOX 61 PETALUMA, CA 94953-0061

ADDENDUM NO. 3

ELLIS CREEK CHEMICAL SYSTEM UPGRADE PROJECT PHASE I C66501840

July 15, 2024

This Addendum No. 3 modifies the bidding documents for the Ellis Creek Chemical System Upgrade Project Phase I. This Addendum shall become part of the Contract and all provisions of the Contract shall apply thereto. Bidders shall acknowledge all Addendums in the Bid Schedule.

GENERAL

Bidders shall find responses to Contractor questions received following the release of Addendum 2, revised specifications (Attachment A). Any drawings or specifications not included in this Addendum have no revisions and shall remain as originally posted.

ADDITIONAL CONTRACTOR QUESTIONS

Question #1: Can you add a bid item to address all painting work on the project? Our painter has stated that the painting work will be hard to split into the respective bid items of the Engineer's bid schedule?

Response #1: Agreed. Bid Schedule has been revised accordingly.

Question #2: Structural Steel Roof – There is bid item 16 for HSS columns, Roof Framing, Removable Roof Panels, Screening Subframing, but the structural plans do not show any of this work. 8 each HSS 8 x 8 x 5/8" columns or column embedments are shown on S-7, but the roof columns, roof structure and associated framing are not shown on the plan set. Please provide construction details for roof structural steel, or clarify the scope for Bid Item 16?

Response #2: Bid items were removed in Addendum No. 2, Bid schedule has been revised further. Please see revised Bid Schedule.

Question #3: Structural Steel Roof - Plan sheet S-9 shows interior columns, but S-7 shown 8 each perimeter columns / column embedments in the perimeter containment walls. Please clarify?

Response #3: There is no structural steel roof system. The (8) HSS columns indicated on Sheet S-7 with identifying marks "C1" and "C2" are embedded columns cast within the concrete pilasters/containment wall only and do not extend above the top of the containment wall. Similarly, the HSS columns, baseplates and welds shown on Details 1, 2, 3 and 4 on Sheet S-9 are the same embedded columns cast within the concrete pilasters.

Question #4: The bid schedule contained in Addendum 02, Attachment B – Lots of bid items lack estimated quantities and units – Should we assume all bid items are lump sum? clarify?

Response #4: All Bid items are lump sum. See revised Bid Schedule and revised Measurement and Payment specifications.

<u>REVISIONS TO SPECIFICATIONS</u> (see Attachment A)

- 1. Revised 01205 Measurement and Payment to conform with Bid Schedule.
- 2. Revised 09 Bids Bid Schedule to conform with Measurement and Payment.

This Addendum No. 3 shall become part of the Contract and all provisions of the Contract shall apply thereto.

City of Petaluma

Steve Worrel

Steve Worrell, MS, PE Sr. Civil Engineer Public Works & Utilities

Attachment List

A – Revised Specification

A signed copy of this Addendum and the attached acknowledgement form shall be attached to the bid proposal. Failure to do so may cause rejection of your bid as being non-responsive.

ADDENDUM NO. 3

ACKNOWLEDGEMENT

Company

Title

ATTACHMENT A

BID SCHEDULE

Item No.	Description	Estimated Quantity	Unit	Unit Price	Total Price
1	General Requirements	1	LS		
2	Mobilization / Demobilization	1	LS		
3	Sheeting, Shoring, and Bracing	1	LS		
4	Storm Water Pollution Prevention Plan	1	LS		
5	Demolition	1	LS		
6	Civil Work	1	LS		
7	Structural Work	1	LS		
8	Mechanical Work	1	LS		
9	Electrical, Instrumentation and Control	1	LS		
10	Protective Coatings	1	LS		
Total Base Bid	\$	\$			

OPTIONAL BID ITEMS

Item No.	Description	Estimated Quantity	Unit	Unit Price	Total Price

*Note: In case of error in extension of price into the total price column, the unit price will govern.

Total Amount of Bid (written in words) is:	
	Dollars and
	Cents.
In the event of discrepancy between words and figures, the words shall prevail.	
\$ Figures	

The award of the contract shall be awarded to the lowest price of the total of Base Bid items 1 through 10. Options Bid items should NOT be included in the Base Bid Price.

Address of Bidder		Signature of Bidder		
City		Name of Bidder (Print) Fax Number of Bidder		
Telephone Numbe	r of Bidder			
Contractor's Licer	ise Number	License's Expiration Date		
Addendum Ackn	owledgement			
Addendum No. 1	Signature Acknowledging Receipt:	Date:		
Addendum No. 2	Signature Acknowledging Receipt:	Date:		
Addendum No. 3	Signature Acknowledging Receipt:	Date:		
Addendum No. 4	Signature Acknowledging Receipt:	Date:		
Addendum No. 5	Signature Acknowledging Receipt:	Date:		
Addendum No. 6	Signature Acknowledging Receipt:	Date:		
Addendum No. 7	Signature Acknowledging Receipt:	Date:		
Addendum No. 8	Signature Acknowledging Receipt:	Date:		

SECTION 01205

MEASUREMENT AND PAYMENT

PART 1 - GENERAL

1.01 WORK OF THIS SECTION

A. Measurement and preparation of applications for Payment.

1.02 RELATED SECTIONS

- A. The Work of the following Sections apply to Work of this Section. Other Sections of the Specifications, not referenced below, shall also apply to the extent required for proper performance of the Work.
 - 1. Bid Proposal Form
 - 2. Section 01100 Summary of Work
 - 3. Section 01301 Schedule of Values

1.03 SUBMITTALS

- A. Partial Billings
- B. Final Billing

1.04 SUBMITTAL FORMAT

- A. Invoice Form:
 - 1. Schedules and Invoices shall be 8 1/2" x 11".
 - 2. Present all Schedules and Invoices in typewritten format.

1.05 MEASUREMENT - GENERAL

- A. Unless otherwise specified, quantities of work shall be determined from measurements or dimensions in horizontal planes. However, linear quantities of materials, such as pipe, piling, fencing and timber, shall be considered as the true length measured along a longitudinal axis.
- B. Unless otherwise specified, volumetric quantities shall be the product of the mean area of vertical or horizontal sections and the intervening horizontal or vertical dimensions.
- C. Materials and items of work which are to be paid for on basis of measurement shall be measured in accordance with methods stipulated in the particular sections involved.
- D. When payment is to be made on the basis of weight, the weighing shall be done on certified platform scales or, when approved by the Owner's Representative on a completely automated weighing and recording system. The Contractor shall furnish the Owner's Representative with duplicate weighmaster's certificates showing the actual net weights.

E. Items of work indicated to be paid on a "Lump Sum", "L. S." or "Job" basis will be measured in the most logical units for the item as indicated on the accepted Schedule of Values.

1.06 PAYMENT - GENERAL

- A. The quantities listed in the Bid Schedule will not govern final payment. Payment to the Contractor will be made only for actual quantities of Contract items constructed in accordance with the Plans and Specifications. Upon completion of construction, if the actual quantities show either an increase or decrease from the quantities given in the Bid Schedule, the Contract Unit Prices will prevail.
- B. The unit and lump sum prices to be paid shall be full compensation for the items of work and all appurtenant work, including furnishing all materials, labor, equipment, tools, and incidentals.
- C. Payment will not be made for materials wasted or disposed of in a manner not called for under the Contract. This includes rejected material not unloaded from vehicles, material rejected after it has been placed, and material placed outside of the Plan lines. No compensation will be allowed for disposing of rejected or excess material.
- D. Payment for work performed or materials furnished under an Assessment Act Contract will be made as provided in particular proceedings or legislative act under which such contract was awarded.
- E. Whenever any portion of the Work is performed by the Owner at the Contractor's request, the cost thereof shall be charged against the Contractor, and may be deducted from any amount due or becoming due from the Owner.
- F. Whenever immediate action is required to prevent injury, death, or property damage, and precautions which are the Contractor's responsibility has not been taken and are not reasonably expected to be taken, the Owner may, after reasonable attempt to notify the Contractor, cause such precautions to be taken and shall charge the cost thereof against the Contractor, or may deduct such cost from any amount due or becoming due from the Owner. Owner action or inaction under such circumstances shall not be construed as relieving the Contractor or its Surety from liability.
- G. Payment shall not relieve the Contractor from its obligations under the Contract; nor shall such payment be construed to be acceptance of any of the Work. Payment shall not be construed as the transfer of ownership of any equipment or material to the Owner. Responsibility of ownership shall remain with the Contractor who shall be obligated to store any fully or partially completed work or structure for which payment has been made; or replace any materials or equipment required to be provided under the Contract which may be damaged, lost, stolen or otherwise degraded in any way prior to acceptance of the Work.
- H. Guarantee periods shall not be affected by any payment.
- I. If, within the time fixed by law, a properly executed notice to stop payment is filed with the Owner, due to the Contractor's failure to pay for labor or materials used in the Work, all money due for such labor or materials will be withheld from payment to the Contractor in accordance with applicable laws.
- J. Partial payments made after the contract completion date will reflect the amount withheld for Liquidated Damages. Any such partial payments made to the Contractor, or its Sureties, will not constitute a waiver of the Owner's Liquidated Damages.

K. If requested by the Owner's Representative, the Contractor shall provide such additional data as may be reasonably required to support the submitted Invoice. Such data may include but is not limited to satisfactory evidence of payment for equipment, materials and labor including payments to Subcontractors and suppliers. Request for payment for delivered equipment and material shall be accompanied by certified paid invoices from the supplier. Such equipment and material shall be suitably and safely stored at the site of the Work.

1.07 PAYMENT LINE ITEMS

- A. Payment for the various items of the Bid Proposal, as further specified herein, shall include all compensation to be received by the Contractor for furnishing all tools, equipment, supplies, and manufactured articles, and for all labor and services, operations, and incidentals appurtenant to the items of Work being described, as necessary to complete the various items of the Work all in accordance with the requirements of the Contract Documents, including all appurtenances thereto, and including all costs of permits and cost of compliance with the regulations of public agencies having jurisdiction, including Safety and Health Requirements of the California Division of Industrial Safety and the Occupational Safety and Health Administration of the U.S. Department of Labor (OSHA) as administered by the state of California (CAL-OSHA). No separate payment will be made for any item that is not specifically set forth in the Bid Proposal, and all costs therefor shall be included in the prices named in the Bid Proposal for the various appurtenant items of Work.
- B. The Contractor shall provide all materials, equipment, and labor necessary to carry out the Work of the Project, complete and in-place, as indicated below and in the Bid Schedule contained in the Bidding Documents, of the Contract.

1.08 WORK BREAKDOWN STRUCTURE (WBS) BID ITEM DESCRIPTIONS

- A. Bid schedule, designated as bid line items numbers consist of work defined in the Contract Documents.
- B. <u>Bid Item #1 General Requirements</u>:
 - 1. <u>Method of Payment</u>: Lump Sum
 - 2. <u>Measure of Payment</u>: Percent Complete
 - 3. <u>Description</u>: Price shall constitute full compensation for costs and work necessary including but not limited to labor, supervision, materials, equipment, transportation, administration, management, etc. necessary for satisfactory completion of the Work specified in the Contract Documents, including all work for utility locating and potholing, demolition, civil, structural, coating, bypassing, mechanical, electrical, and instrumentation, etc. not described in other bid items. Also include in this line item cost of meetings, submittals, temporary construction measures, quality control, project administration, scheduling and reporting, startup, testing, commissioning, and project closeout.
- C. <u>Bid Item #2 Mobilization/Demobilization</u>:
 - 1. <u>Method of Payment</u>: Lump Sum
 - 2. <u>Measure of Payment</u>: Percent Complete
 - 3. <u>Description</u>: Price shall constitute full compensation for work in advance of construction operations including, but not limited to: obtaining all required insurance, bonds and permits; moving onto the site all materials and equipment; furnishing and erecting

construction facilities, implementing security requirements, and video taping of initial conditions and construction photographs. This line items shall not exceed three percent (3%) of the total bid.

- D. <u>Bid Item #3 Sheeting, Shoring, and Bracing</u>:
 - 1. <u>Method of Payment</u>: Lump Sum
 - 2. <u>Measure of Payment</u>: Percent Complete
 - 3. <u>Description</u>: Price shall constitute full compensation for all work performed including, but not limited to all labor, supervision, materials, equipment, transportation, etc. required for sheeting, shoring, and bracing. Activities and works include, but are not limited to, designing, preparing submittals, furnishing, installing, maintaining, and removal of sheeting, shoring, bracing, and appurtenances associated with the earth support systems. Sheeting, shoring, and bracing system installation and usage shall meet or exceed all Local, Regional, and State regulatory requirements. All sheeting, shoring, and bracing shall be removed prior to completion of the Project.
- E. <u>Bid Item #4 Storm Water Pollution Prevention Plan</u>:
 - 1. <u>Method of Payment</u>: Lump Sum
 - 2. <u>Measure of Payment</u>: Percent Complete
 - 3. <u>Description</u>: Price shall constitute full compensation for all work performed including, but not limited to all labor, supervision, materials, equipment, transportation, etc. required for compliance with the Regional Water Quality Control Board, General Construction Activity Storm Water Permit and the Storm Water Pollution Prevention Plan.
- F. <u>Bid Item #5 Demolition</u>:
 - 1. <u>Method of Payment</u>: Lump Sum
 - 2. <u>Measure of Payment</u>: Percent Complete
 - 3. <u>Description</u>: Price shall constitute full compensation for all work performed including, but not limited to all labor, supervision, materials, equipment, transportation, etc. required to demolish as shown on the drawings. Include in this line item all costs associated with repairs and restoration of facilities following demolition.
- G. <u>Bid Item #6 Civil Work:</u>
 - 1. <u>Method of Payment</u>: Lump Sum
 - 2. <u>Measure of Payment</u>: Percent Complete
 - 3. <u>Description</u>: Price shall constitute full compensation for all work performed including, but not limited to all labor, supervision, materials, equipment, transportation, etc. required to complete all civil work including, but not limited to site preparation, clearing and grubbing, tree removal, grading, earthwork, excavation and backfilling, subgrade remediation, yard piping, drainage structures, finished grading, hauling/exporting excess material, importing materials, paving pond resurfacing, dewatering and any other appurtenant work to the project as indicated in the Contract Documents.
- H. Bid Item #7 –Structural Work:
 - 1. Method of Payment: Lump Sum

- 2. Measure of Payment: Percent Complete
- 3. Description: Price shall constitute full compensation for all work performed including, but not limited to all labor, supervision, materials, equipment, transportation, etc. required to complete all structural work including, but not limited to, cast-in-place concrete structures, formwork, placing and curing concrete, stairs and ladders, hand rails, equipment pads, footings, foundations, and any other appurtenant structural work to the project as indicated in the Contract Documents.
- I. <u>Bid Item #8 Mechanical Work:</u>
 - 1. <u>Method of Payment</u>: Lump Sum
 - 2. <u>Measure of Payment</u>: Percent Complete
 - 3. <u>Description</u>: Price shall constitute full compensation for all work performed including, but not limited to all labor, supervision, materials, equipment, transportation, etc. required to complete all mechanical, and miscellaneous work including equipment procurement and installation. Include in this bid line item Contractor's costs for procurement administration, overhead, logistics, supervision, and incidentals associated with equipment. Include in this line item furnishing, installing, starting up and commissioning of pumps and pump motors, tanks, mixers, plumbing systems and fixtures and all other mechanical systems.
- J. <u>Bid Item #9 Electrical, Instrumentation and Control:</u>
 - 1. Method of Payment: Lump Sum
 - 2. Measure of Payment: Percent Complete
 - 3. Description: Price shall constitute full compensation for all work performed including, but not limited to all labor, permitting, supervision, materials, equipment, transportation, procurement, delivery, logistics of materials necessary for complete installation of the electrical systems including, but not limited to, coordination with utility service provider (Pacific Gas & Electric), trenching, excavation, backfill, compaction, placement of slurry mixes, furnishing and installing duct banks, conduit, pullboxes, grounding equipment, wires, wiring, switches, transformers, interface connections, motor control centers, integrated power centers, electrical equipment and components, standby diesel engine generator, automatic transfer switch for standby diesel engine generator, installation of control panels and materials, and appurtenances necessary to electrically connect, test, and start-up the electrical system as specified in the Contract Documents.
- K. <u>Bid Item #10 Protective Coatings</u>:
 - 1. <u>Method of Payment</u>: Lump Sum
 - 2. <u>Measure of Payment</u>: Percent Complete
 - 3. <u>Description</u>: Price shall constitute full compensation for all work performed including, but not limited to all labor, supervision, materials, equipment, transportation, etc. required to complete all protective coatings as indicated in the Contract Documents.

PART 2 - PRODUCTS

2.01 SCHEDULE OF COMPLETED VALUES

- A. The Schedule of Completed Values shall be a tabular listing of the Items of Work from the approved Schedule of Values.
- B. The Schedule of Completed Values shall show for each Item of Work the Item Number; Description; Item Value; Percent and Value Complete for the previous period; Percent and Value complete for the current period; Value of Stored Materials (if any); and the Total Billing Value.
- C. Each issued Field Order and Change Order shall be listed on the Schedule of Completed Values as a separate Item.
- D. A Schedule of Completed Values shall be attached to each Invoice presented for payment.

2.02 INVOICES

- A. Invoices shall be prepared on Contractor letterhead, dated and addressed to:
- B. Invoices shall have the following subject block:

Attn: City of Petaluma Project Title: Ellis Creek Water Recycling Facility Chemical Systems Upgrade Project Contract P.O. No.: {CONTRACT PURCHASE ORDER NUMBER} Invoice Number: {CONTRACTOR'S INVOICE NUMBER} Invoice Period: {INVOICE PERIOD ENDING DATE}

- C. Invoices shall be consecutively numbered and show the Amount of Original Contract; Value of Approved Changes; Current Contract Amount; Total Billing Value from the Schedule of Completed Values; Percentage and Value of Retention (if any); Value of Previous Invoices; and Payment Amount Due.
- D. Each Invoice shall bear the Contractor's signature and the signature of the Owner's Representative. An electronic copy/scan of each invoice shall be submitted via email to the Engineer and the Owner's Representative. The email subject line shall be "ECWRF Chemical Systems Upgrade Invoice #" followed by the invoice number.

PART 3 - EXECUTION (NOT APPLICABLE)

END OF SECTION