



CITY OF PETALUMA

POST OFFICE BOX 61
PETALUMA, CA 94953-0061

ADDENDUM NO. 1

Westridge Trail Project City Project Number C14502216

December 16, 2021

Teresa Barrett
Mayor

Brian Barnacle
D'Lynda Fischer
Mike Healy
Dave King
Kevin McDonnell
Dennis Pocekay
Councilmembers

Public Works & Utilities

City Engineer
11 English Street
Petaluma, CA 94952
Phone (707) 778-4303

Environmental Services
Ellis Creek Water
Recycling Facility
3890 Cypress Drive
Petaluma, CA 94954
Phone: (707) 776-3777
Fax: (707) 656-4067

Parks & Facility
Maintenance
840 Hopper St. Ext.
Petaluma, CA 94952
Phone (707) 778-4303
Fax (707) 206-6065

Transit Division
555 N. McDowell Blvd.
Petaluma, CA 94954
Phone (707) 778-4421

Utilities & Field Operations
202 N. McDowell Blvd.
Petaluma, CA 94954
Phone (707) 778-4546
Fax (707) 206-6034

E-Mail: publicworks@cityofpetaluma.org

This Addendum No. 1 modifies the Bidding Documents for the Westridge Trail Project, City Project Number C14502216. 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.

NOTICE INVITING BID CHANGE

Refer to page 1, item 2 of the Notice of Inviting Bids. The Bids will be ~~publicly~~ opened and ~~read~~ ~~at 2:00 PM (enter time) on March 18~~ **read at 2:00 PM (enter time) on Thursday January 6, 2022** at the ~~above-mentioned~~ office of the CITY. The CITY reserves the right to postpone the date and time for opening of Bids at any time prior to the aforesaid date and time.

The following paragraphs of the "Notice Inviting Bids" will be modified as described.

1. RECEIPT OF BIDS: Bids for this project will be submitted by email before 2:00 PM on **Thursday January 6, 2022**. The emailed bid will include all of the completed documents found in the BID FORMS section of the Contract Documents. The bids will be emailed to: CITYCLERK@cityofpetaluma.org. The email subject line will be "Bid for Westridge Trail Project (C14502216)". The response email from the City Clerk will indicate the time stamp of the bid receipt.

2. Original copies of the Sealed Bids will be sent by standard United States Postal Service (USPS) mail services and received by the mail clerk at 11 English Street, Petaluma CA 94952. The Sealed Bids will be postmarked at USPS not later than the date of **January 6, 2022**. Sealed Bids postmarked after **January 6, 2022**, may not be considered. The Sealed Bids sent via USPS will include all of the original signed and sealed documents included in the Bid Form section of the Contract Documents. This packet will be clearly marked on the outside of the package "Sealed Bid for Westridge Trail Project (C14502216)".

OPENING OF BIDS: The emailed bids will be opened by the Project Manager and the City Clerk. The bids will be documented on the Bid Result template with the name of the bidding contractor and ranked by the Base Bid dollar amount. The Bid results will be posted on the City's webpage at <https://cityofpetaluma.org/bid-opportunities-2/>

Bids will be emailed to the City Clerk, and original copies of the sealed bids will be mailed in. All other items of the documents shall remain unchanged.

TECHNICAL CLARIFICATION TO CONTRACTORS – QUESTION AND RESPONSE

Question #1: What type of insurance coverage is required under Exhibit B Insurance Requirements (pg 189-192)?

Response #1: Remove and replace Exhibit B – Insurance Requirements on page 189-190 with the attached revised “Exhibit B – Insurance Requirements” pg 5 and 6 of Addendum No 1.

SUBMITTAL CLARIFICATION TO CONTRACTORS QUESTION AND ANSWER

Question #1: Can I submit the original copies of the sealed bid by FedEx, UPS, courier, other delivery service or drop the packet off myself?

Response #1: Due to COVID-19 restrictions, the City of Petaluma has closed City Hall to the general public to continue the practice of “social distancing”. We will only accept the sealed bid packet by the daily mail delivery of the United States Postal Service (USPS).

Question #2: What if the USPS delivers my original copies a week, or more, later?

Response #2: As long as the USPS postmark on the exterior of the package shows January 6, 2022, or earlier we will accept your original copies.

Question #3: What if my email doesn’t go through the internet system because the attachments have too many megabytes?

Response #3: You may send multiple emails to CityClerk@cityofpetaluma.org. All emails and all attachments must be received and acknowledged by the City Clerk’s response before 2:00PM on October 28, 2021. All emails must be titled “Bid for Westridge Trail Project C14502216”.

Question #4: What attachment file will you accept?

Response #4: PDF is preferred. Other common file formats are JPG, TIF, DOC, XLS.

Question #5: Will you video the bid opening?

Response #5: The bid opening will not be video taped.

Question #6: How am I assured that you are really choosing the lowest bid?

Response #6: The bid packets are kept by the City Clerk for the duration of the project. After the low bid is posted, if you want to see Bid information, please call the project manager.

Question #7: Why are you doing it this way?

Response #7: Due to COVID-19 restrictions we are trying to minimize person to person contact as much as possible to keep everyone as healthy as possible.

Question #8: What if my email goes to the junk or spam folder?

Response #8: You may send a trial email in advance of the bid submittal date. Please send your email to CityClerk@cityofpetaluma.org.

This Addendum No. 1 shall become part of the Contract and all provisions of the Contract shall apply thereto. Bidders shall acknowledge all Addendums in the Bid Schedule.

Summary of Changes: Bids will be emailed into the City Clerk, and original copies of the sealed bids will be mailed in. Updated pages for Exhibit B Insurance Requirements.

City of Petaluma,

A handwritten signature in blue ink that reads "Ken Eichstaedt". The signature is written in a cursive style and is positioned above a horizontal line.

Ken Eichstaedt, P.E., T.E.
Senior Traffic Engineer
Public Works & Utilities Department

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. 1

**Westridge Trail Project
City Project Number C14502216**

December 16, 2021

ACKNOWLEDGEMENT

Receipt of Addendum No. 1 is hereby acknowledged by _____
(Contractor's Name)

on the _____ day of _____, 2021.

By: _____

Signature

Title

Company

EXHIBIT B
INSURANCE REQUIREMENTS
FOR ALL AGREEMENTS

Contractor's performance of the Services under this Agreement shall not commence until Contractor shall have obtained all insurance required under this paragraph and such insurance shall have been approved by the City Attorney as to form and the Risk Manager as to carrier and sufficiency. All requirements herein provided shall appear either in the body of the insurance policies or as endorsements and shall specifically bind the insurance carrier.

Contractor shall procure and maintain for the duration of the contract all necessary insurance against claims now and in the future for injuries to persons or damages to property which may arise from or in connection with the performance of the Services by the Contractor, the Contractor's agents, representatives, employees and subcontractors.

A. Required Minimum Scope of Insurance

- Coverage shall be at least as broad as:
Insurance Services Office Commercial General Liability coverage:
 - a. Personal injury;
 - b. Contractual liability.
- Insurance Services Office form covering Automobile Liability (any auto), if no company owned autos, non-owned and hired auto applies.
- Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.
- Professional Liability/Errors and Omissions
- Crime/Employee Blanket Fidelity Bond
- Property Insurance against all risks of loss to any tenant improvements or betterments.
- Pollution Liability Insurance
- Garage Liability
- Garagekeepers Insurance
- Technology Professional Liability Errors and Omissions Insurance (IT Consultant)/Cyber Liability
- Abuse or Molestation Liability Coverage

A.1 Required for All Contracts

- Policy Endorsements or Excerpts from the Policy Pursuant to Section D
- Copy of the Declarations and Policy Endorsements Page for the CGL Policy

B. Minimum Limits of Insurance

Consultant shall maintain limits no less than:

- General Liability: \$1,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate liability is used, either the general aggregate limit shall apply separately to this Agreement or the general aggregate limit shall be twice the required occurrence limit.
- Products/Completed Operations: \$1,000,000 per occurrence/aggregate.
- Automobile Liability: \$1,000,000 per accident for bodily injury and property damage.
- Employer's Liability: Bodily Injury by Accident - \$1,000,000 each accident.

Bodily Injury by Disease - \$1,000,000 policy limit.

Bodily Injury by Disease - \$1,000,000 each employee.

- Professional Liability/Errors and Omissions: \$1,000,000 per occurrence or claim. If the policy provides coverage on a claims-made basis, the retroactive date must be shown and must be before the date of the Agreement or the beginning of the contract work.
 - Crime/Employee Blanket Fidelity Bond - \$1,000,000: Contractor, at its own cost and expense, must maintain a Crime/Employee Blanket Fidelity Bond in the amount of \$1,000,000 per employee covering dishonesty, forgery, alteration, theft, disappearance, destruction (inside or outside).
 - All Risk Property Insurance: Full replacement cost.
 - Pollution legal liability with limits no less than \$1,000,000 per occurrence or claim and \$2,000,000 policy aggregate. If the policy provides coverage on a claims-made basis, the retroactive date must be shown and must be before the date of the Agreement or the beginning of the contract work.
 - Garage Liability: \$1,000,000 per occurrence.
 - Garagekeepers Insurance: \$1,000,000 per occurrence.
 - Technology Professional Liability Errors and Omissions Insurance appropriate to the Consultant's profession and work hereunder, with limits not less than \$1,000,000 per occurrence. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by the Vendor in this agreement and shall include, but not be limited to, claims involving infringement of intellectual property, copyright, trademark, invasion of privacy violations, information theft, release of private information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations.
1. The Policy shall include, or be endorsed to include, **property damage liability coverage** for damage to, alteration of, loss of, or destruction of electronic data and/or information "property" of the City in the care, custody, or control of the Consultant. If not covered under the Consultant's liability policy, such "property" coverage of the City may be endorsed onto the Consultant's Cyber Liability as covered property as follows:
 2. **Cyber Liability coverage** in an amount sufficient to cover the full replacement value of damage to, alteration of, loss of, or destruction of electronic data and/or information "property" of the City that will be in the care, custody, or control of the Consultant.
 3. The Insurance obligations under this agreement shall be the greater of 1) all the Insurance coverage and limits carried by or available to the Consultant; or 2) the minimum Insurance requirements shown in this Agreement. Any insurance proceeds in excess of the specified limits and coverage required, which are applicable to a given loss, shall be available to the City. No representation is made that the minimum Insurance requirements of this Agreement are sufficient to cover the indemnity or other obligations of the Consultant under this agreement.
- Abuse or Molestation Liability Coverage: \$1,000,000 per occurrence; \$2,000,000 aggregate.