



CITY OF PETALUMA

POST OFFICE BOX 61
PETALUMA, CA 94953-0061

ADDENDUM NO. 2

Petaluma Community Sports Fields Baseball Diamond Project City Project Number C14501607

March 10th, 2022

This Addendum No. 2 modifies the Bidding Documents for the Petaluma Community Sports Fields Baseball Diamond Project. 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.

QUESTIONS AND ANSWERS

Q: Please indicate the flagpole finish (Ex. Satin finish aluminum, powder coat, etc.)?

A: The specified flagpole has the Manufacturer's standard polished aluminum finish and is described as follows: "...highly polished with fine grain aluminum oxide cloths resulting in high quality deep luster finish. This extremely fine grain finish provides an elegant sheen while remaining maintenance free".

Q: Please indicate the desired size of the ball finial and its finish?

A: Flagpole shall have the Manufacturer's standard size ball with aluminum (silver) finish and is described as follows: "Constructed of 14 ga. Aluminum, with flush seam".

Q: Please confirm if flag is to be provided for the flagpole?

A: Contractor shall provide a commercial grade, outdoor, 2-ply polyester, 5-feet by 8-feet U.S. Flag, Tough-Tex #002730, as available through Bolander Flagpole, or approved equivalent.

Q: Please confirm if a Turf underpad is required below the turf?

A: Contractor shall provide and install a shock/drain pad under the synthetic turf. Refer to Details TSC and TU on C5.1, and Specification Section 32 1813.

Q: What type of fencing and finish is required?

A: Contractor shall provide and install galvanized steel chain link mesh. Refer to the General Fencing and Gate Notes on L1.7.

Q: In regards to the 6-foot-tall chain link fence with slats, do the specifications require a 2-inch mesh with slats or 3½ pre-woven slat material?

A: Contractor shall provide and install 2" mesh with privacy slats. Refer to the Detail 3 on L1.7, and the General Fencing and Gate Notes on L1.7.

Q: Please clarify which gate closer is required, LNX4040 or Mammoth?

A: Contractor shall provide and install LCN 4040XP closers. Refer to the Details 1 and 4 on L1.8, and the General Fencing and Gate Notes on L1.7.

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

Q: Please clarify the distinction between vehicle versus pedestrian concrete?

A: Please refer to the Civil Drawings, Page C0.1, under the “Symbols & Legend” header for additional information regarding vehicle versus pedestrian concrete distinction on the project plans. Additional information can be found on Pages C1.1, C1.2, and C2.1 of the Civil Drawings.

Q: Section 33 4000 of the Technical Specifications for the curb and drop inlets states that the “Acceptable manufacturer is Hanson Concrete Products – Tel (408) 262-1091”, Hanson Concrete Products may no longer be available. Therefore, can Jensen Precast, Oldcastle, or an approved equivalent manufacturer be used for the storm drain precast structures?

A: Yes, Jensen Precast, Oldcastle, or an approved equivalent can be used for the storm drain precast structures.

Q: Please confirm whether or not the contractor is to utilize 5% or 6% quicklime for the project?

A: The soils should be treated with at least 6% lime. The contractor shall consult with their soil stabilization contractor prior to commencing with lime treatment to confirm the final percentages.

Q: Is it possible to eliminate from the Bid Schedule the “not used items”?

A: Since this project is being re-bid following a project redesign the City elected to keep the same bid schedule numbering as noted in the first project bid, to help identify changes in the bid. Therefore, since some bid items were removed from the base bid placeholders for these items were left and labeled as “NOT USED” in the bid schedule. For the purpose of this bid the items labeled as “NOT USED” can be crossed out and/or left blank when completing the bid schedule for submission.

Q: How many locations will there be for Bid Item 114 – 1,000 SF or can a breakdown be provided?

A: This bid item provides for AC subgrade repair in areas if needed, and does not have any fixed locations at this time. Locations for this item will be field determined.

TECHNICAL SPECIFICATIONS UPDATE

The following technical specifications (Appendix 3 of the Bid Documents), “*Section 26 56 00 Sports Field Lighting*”, will be modified as follows:

1. Refer to “*Section 1.5.1 Spill and Glare Analysis*”, the original section shall be replaced with the following section as noted in the image below. Resulting change - Property Line Candela Per Fixture ~~35,000cd~~ 300,000cd.

1.5.1 Spill And Glare Analysis	
C. Submitted spill/glare computer models shall depict the field test stations shall be shown at the property line with the field lights on. Bidder shall submit, as described below:	
	Maximum
Property Line Maximum Vertical Footcandles	20fc
Property Line Horizontal Footcandles	15fc
Property Line Candela Per Fixture	300,000cd

PROJECT PLAN DETAIL UPDATE

Detail 3 (Flagpole) on the project plans, Sheet L1.9, has been updated. The attached updated Detail 3 supersedes the same detail indicated on the originally issued plan set.

ADDITION OF ATTACHMENT

We have received some questions regarding the example City Construction Agreement included in the project bid package, specifically there was a request to see Exhibit B which was not originally included. Exhibit B – Insurance Requirements (referenced in the Construction Agreement) has been attached to this addendum for bidder's reference.

Summary of Changes: Some project questions have been answered above. There has been a technical specification update for "Section 26 56 00 Sports Field Lighting". The maximum spill/glare at the property line with the field lights on shall be updated to read "Property Line Candela Per Fixture 300,000cd Maximum". Detail 3/L1.9 on the project plans has been updated as noted. Added attachment titled "Exhibit B – Insurance Requirements" which is referenced in the example construction agreement. All other items of the bid documents shall remain unchanged.

City of Petaluma,



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

ATTACHMENTS

1. PCSF Flagpole Detail (Updated)
2. City of Petaluma Insurance Requirements – Exhibit B

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. 2

**Petaluma Community Sports Fields Baseball Diamond Project
City Project Number C14501607**

March 10th, 2022

ACKNOWLEDGEMENT

Receipt of Addendum No. 2 is hereby acknowledged by _____
(Contractor's Name)

on the _____ day of _____, 2022.

By: _____

Signature

Title

Company

Locking access door with keyed cylinder lock

#4 lapped to each pier vert and hooked into pavement

Finish grade

Cast aluminum tilt base assembly

Additional tie in pavement

1 CONCRETE PAVEMENT
LI.5

Extend pier, vert reinf into pavement

Cold joint

Concrete Footing. See Structural Drawings.

3
S4.1

NOTES:

1. Total exposed height of flagpole shall not exceed 34'-6".
2. Flagpole shall be Model #LHTBJ35' Tilt Base Cone Tapered Aluminum Flagpole with Cam Cleat Concealed Halyard as manufactured by LPH Bolander & Sons Inc. (800) 434-5611, or approved equal. Flagpole shall be special ordered for 34'-6" maximum exposed height and aluminum ball at top.
3. See Structural Drawings for footing details.

3 FLAGPOLE
NOT TO SCALE

ADD2

PETALUMA COMMUNITY SPORTS FIELD BASEBALL DIAMOND



GSM landscape architects, inc.

landscape architecture
site planning

1700 Soscol Ave., Suite 23
Napa, CA 94559

(707) 255-4630
www.gsmlainc.com

DRAWN BY:
HDJ

DATE:
3/9/22

CHECKED BY:
BTI

SCALE:
AS NOTED

APPROVED BY:
GSM

PROJECT NO:
1628

ADD2

ADDENDUM 2

SHEET REFERENCE:

ADD 2

SHEET LI.9

REV.

DESCRIPTION

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.

C. Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by the City. At the option of the City, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its officers, officials, employees, and volunteers; or the Consultant shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses. Policies containing any self-insured retention (SIR) provision shall provide or be endorsed to provide that the SIR may be satisfied by either the named insured (Contractor) or the City.

City reserves the right to review any and all of the required insurance policies, declaration pages, and/or endorsements, but has no obligation to do so. City's failure to demand evidence of full compliance with the insurance requirements set forth in this Agreement or City's failure to identify any insurance deficiency shall not relieve Contractor from, nor be construed or deemed a waiver of, its obligation to maintain the required insurance at all times during the performance of this Agreement.

D. Other Insurance Provisions

The required general liability and automobile policies are to contain, or be endorsed to contain the following provisions:

1. **Additional Insured:** The City, its officers, officials, employees, agents and volunteers are to be covered as Additional Insureds as respects: liability arising out of activities performed by or on behalf of the Consultant; products and completed operations of the Consultant; premises owned, occupied or used by the Consultant; or automobiles owned, leased, hired or borrowed by the Consultant. The coverage shall contain no special limitations on the scope of protection afforded to the City, its officers, officials, employees, agents or volunteers.
2. **Primary and Non-Contributory:** For any claims related to this project, the Consultant's insurance coverage shall be primary insurance as respects the City, its officers, officials, employees, agents and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, agents or volunteers shall be excess of the Consultant's insurance and shall not contribute with it.
3. Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to the City, its officers, officials, employees, agents or volunteers.
4. The Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought except, with respect to the limits of the insurer's liability.
5. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the City.
6. **Waiver of Subrogation:** Consultant agrees to waive subrogation rights for commercial general liability, automobile liability and worker's compensation against City regardless of the applicability of any insurance proceeds, and to require all contractors, subcontractors or others involved in any way with the Services to do likewise.
7. It shall be a requirement under this Agreement that any available insurance proceeds broader than or in excess of the specified minimum insurance coverage requirement and/or limits shall be available to the additional insured. Furthermore, the requirement for coverage and limits shall be (1) the minimum coverage and limits specified in this

Agreement, or (2) the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the named insured; whichever is greater.

8. The limits of insurance required in this Agreement may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of the City of Petaluma before the City of Petaluma's own insurance or self-insurance shall be called upon to protect it as a named insured.

E. Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII.

F. Verification of Coverage

NOTE: The City of Petaluma is now using an online insurance program, PINS Advantage. Once you have been awarded a contract with the City of Petaluma, you will receive an e-mail from PINS Advantage/City of Petaluma requesting that you forward the e-mail to your insurance agent(s). Consultant shall furnish the City with Certificate of Insurance along with Declarations and Endorsements effecting coverage required by this clause. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. All endorsements are to be received and approved by the City before the Services commence.