

ADDENDUM NO. 2

ORLAND EMERGENCY GROUNDWATER RESOURCE PROJECT - PHASE 3B

The purpose of this Addendum No. 2 is to notify Bidders of clarifications to the Contract Documents for the above project. This Addendum shall be attached to and become a part of said Contract Documents. **THIS ADDENDUM SHALL BE SIGNED BY THE BIDDER, DATED AND SUBMITTED WITH THE PROPOSAL FOR THE PROJECT.**

Questions:

1. Please provide a manufacturer for the duckbill check valve.

Cla-Val rubber-flex duckbill check valve or approved equal.

2. In specification section 01200 – Measurement and Payments – Bid item 20 Description listed a propane tank as being included in this bid item. The generator is a natural gas generator feed by a tie into an existing gas line. Please confirm that the contractor does not need to include a propane tank in this bid item.

The generator fuel service will be natural gas, not propane. The bid item includes all fuel piping from the PG&E gas meter to the generator.

3. There are several pipe trench details shown in the plan set. There is a call out for CLSM Trench backfill, do any of the pipe trenches on this project require CLSM backfill in any of the Pipe trenches?

The use of CLSM is optional as a backfill as determined by the Contractor.

4. The provided bid bond title block is pre-filled with Individual Principal or Corporate Principal. As a partnership neither of these titles apply. Is it acceptable to cross this title out and insert Partnership with the appropriate title of the signer?

Yes.

5. With current lead times on electrical control equipment sometimes being over a year out from approved submittals, Would the owner consider extending the current 365 calendar day completion date for the project? or if the contractor can show that the fabrication will be pass the completion date or so close as to not give enough time to install the equipment and test out project, will the owner extend the project at that time so the contractor will be not accessed Liquidated Damages?

Liquidated damages will not be accessed for material procurement delays beyond the Contractors control provided such delays are not a result of the Contractors activities.

6. The current uncertainty of current, pending, and unknown future tariff increases would leave bidding contractors with an unreasonable and unacceptable amount of material cost increase risk. Would the Owner consider adding the following language to the contract?
FEDERAL, STATE AND LOCAL TAXES

(a) The contract price shall include all applicable Federal, State, and local taxes and duties.

(b) The contract price shall be increased by the amount of any after-imposed Federal excise tax or duty, provided the Contractor warrants in writing that no amount for such newly imposed Federal excise tax or duty or rate increase was included in the contract price.

(c) The contract price shall be decreased by the amount of any after-relieved Federal excise tax or duty.

(d) The contract price shall be decreased by the amount of any Federal excise tax or duty, except social security or other employment taxes, that the Contractor is required to pay or

bear, or does not obtain a refund of, through the Contractor's fault, negligence, or failure to follow instructions of the Contracting Officer.

(e) No adjustment shall be made in the contract price under this clause unless the amount of the adjustment exceeds \$250.

(f) Notwithstanding any of the above provisions for adjustment of the contract price in the event of a change in a Federal excise tax or duty after the contract date, no increase in the contract price shall be made for any duty imposed under the Tariff Act of 1930, as amended, (19 U.S.C. 1303) or the Anti-dumping Act of 1921, as amended (19 U.S.C. 160-171).

The City will not add any additional contract language. Contractor shall bid the work as shown on the plans. Material cost increases during the project will be addressed with a contract change order. The contractor shall provide invoices and justification to show the increase in material costs.

7. The current uncertainty of current, pending, and unknown future tariff increases would leave bidding contractors with an unreasonable and unacceptable amount of material cost increase risk. Would the owner consider a material price escalation (MPE) clause, such as ConsensusDocs 200.1, be added to the contract to address these risks on the mutually agreeable highest risk items?

The City will not add any additional contract language. Contractor shall bid the work as shown on the plans. Material cost increases during the project will be addressed with a contract change order. The contractor shall provide invoices and justification to show the increase in material costs.

Modifications to the Contract Specifications:

1. In the same bid item listed above do we include the piping from the existing gas line to the generator SOG or should this be included in the base bid? Do we include the Generator Concrete Slab in the base bid or the Option A Bid item.

Bid item 12 PG&E Gas and Electrical Service & AT&T Backboard

1. Description:
 - a. The Contractor shall provide all materials, equipment, labor, and incidentals to furnish and install the new PG&E gas and electrical service conduits and ATT Backboard. This includes, but is not limited to, furnishing and installing the concrete pull boxes, conduits, wood poles, utility meter panel, meter boxes, overhead service entrance and backboards to , from the utility service pole to the well house, gas meter connection and PG&E coordination activities necessary to provide the new gas and electrical services.
2. Measurement:
 - a. PG&E Gas and Electrical Service Bid Item will be paid on a per lump sum price basis and no measurement shall be made.
3. Payment:
 - a. Payment for the PG&E Gas and Electrical Service will be made at the lump sum price bid in the Proposal, which shall include full compensation for furnishing all materials, labor, tools, equipment, and incidentals and for doing all the work necessary to complete installation of the new services as shown and required by these specifications.

Bid item 19 Site Electrical Work

4. Description:

The Contractor shall provide all materials, equipment, labor, and incidentals to furnish and site electrical work. The work shall include but not limited to, utility coordination, installation

of the utility equipment per utility requirements, underground conduit and pull boxes, power, data and control wire, site lighting, power and control integration to the treatment facilities, communication equipment, power and control to valve actuators, grounding systems, concrete generator slab, concrete transformer pad, bollards, electrical duct bank including service to the existing Burger King sign service meter.

BIDDER:

NAME

ADDRESS

SIGNATURE

DATE: _____

PREPARED BY:

Paul W. Peto

ROLLS, ANDERSON & ROLLS

DATED: April 24, 2025