

DOCUMENT 00911

ADDENDUM NUMBER 1

Issued: March 2, 2016

Isolation Valves Seismic Hazard Mitigation

FROM: Sonoma County Water Agency
404 Aviation Boulevard
Santa Rosa, CA 95403-9019

TO: Prospective Bidders

This Addendum forms a part of and modifies the Project Manual dated February 2016. Bidder shall acknowledge receipt of this Addendum in the space provided in Document 00400 (Bid Form).

Modified text is indicated as follows: Double-underline designates text to be inserted; ~~strike-out~~ designates text to be deleted.

Addendum Number 1 consists of 16 pages (size 8 ½" x 11") and 0 revised Drawings.

I. General Changes

A. No changes.

II. Changes to Prior Addenda

A. No changes.

III. Changes to Introductory Information and Bidding Requirements

A. Document 00420 (Bidder Registration Form):

1. Replace Document 00420 with the attached, modified Document 00420, dated March 2, 2016.

- B. Document 00450 (Statement of Qualifications for Construction Work):
 - 1. Part D: Experience of Prime Contractor, modify questions in table as follows:

LIST OF QUALIFYING PROJECTS - PRIME CONTRACTOR

	Project 1	Project 2	Project 3
Project Name			
Location			
Client			
Client Contact (name and phone number)			
Architect/Engineer			
Architect/Engineer Contact (name and phone number)			
Construction Manager, Project Manager, or Superintendent (name and phone number)			
Description of Project, Scope of Work Performed			
Total Construction Cost			
Completion Date			
Diameter in inches and psi of line stop (minimum 36" diameter and 100 psi required)			
Diameter in inches and psi of joint welding on gasketed steel pipe (minimum 36" diameter and 100 psi required)			
Diameter in inches and psi of butterfly valve on steel pipe installation (minimum 36" diameter and 100 psi required)			

IV. Changes to Contracting Requirements

- A. No changes.

V. Changes to Conditions of the Contract

A. Replace Document 00800 with the attached, modified Document 00800, dated March 2, 2016.

VI. Changes to Specifications

A. No changes.

VII. Changes to Drawings

A. No changes.

VIII. Question(s)/Answer(s)

No questions received as of issue date of this Addendum.

END OF DOCUMENT

General Liability:

Carrier: _____

Address: _____

Phone and Fax: _____

Policy Number: _____

Policy Limits: \$ _____

A.M. Best Rating: _____

Automobile Liability:

Carrier: _____

Address: _____

Phone and Fax: _____

Policy Number: _____

Policy Limits: \$ _____

A.M. Best Rating: _____

Umbrella or Excess Liability (if required for General Liability and/or Auto Liability):

Carrier: _____

Address: _____

Phone and Fax: _____

Policy Number: _____

Policy Limits: \$ _____

A.M. Best Rating: _____

Professional Liability (if applicable, as required by Document 00800 [Supplementary Conditions]):

Carrier: _____

Address: _____

Phone and Fax: _____

Policy Number: _____

Policy Limits: \$ _____

A.M. Best Rating: _____

Environmental Impairment Liability (if applicable, as required by Document 00800 [Supplementary Conditions]):

Carrier: _____

Address: _____

Phone and Fax: _____

Policy Number: _____

Policy Limits: \$ _____

A.M. Best Rating: _____

Builders Risk (if applicable, as required by Document 00800 [Supplementary Conditions]):

Carrier: _____

Address: _____

Phone and Fax: _____

Policy Number: _____

Policy Limits: \$ _____

A.M. Best Rating: _____

BIDDER CERTIFIES, UNDER PENALTY OF PERJURY, THAT THE FOREGOING INFORMATION IS CURRENT AND ACCURATE AND AUTHORIZES THE SONOMA COUNTY WATER AGENCY, AND ITS AGENTS AND REPRESENTATIVES TO OBTAIN A CREDIT REPORT AND/OR VERIFY ANY OF THE ABOVE INFORMATION.

Signature

Date

END OF DOCUMENT

DOCUMENT 00800

SUPPLEMENTARY CONDITIONS**1. SUMMARY**

A. This document includes requirements that supplement the paragraphs of Document 00700 (General Conditions).

2. SUPPLEMENTS

A. Supplement to paragraph 4.2:

4.2.A. General.

1. Contractor shall maintain and shall require all of its subcontractors and other agents to maintain the insurance listed below. Contractor shall not commence Work, nor allow its employees, subcontractors or anyone to commence Work until the required insurance has been submitted and approved by Owner and a Notice to Proceed has been issued. Any requirement for insurance to be maintained after completion of the Work shall survive this Agreement.
2. Owner reserves the right to review any and all of the required insurance policies and/or endorsements, but has no obligation to do so. Failure to demand evidence of full compliance with the insurance requirements set forth in this Contract or 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 Contract.

4.2.B. Contractor - Required Insurance.

1. At or before the date specified in Document 00510 (Notice of Award), Contractor shall furnish to Owner satisfactory proof that Contractor has obtained the following insurance as specified below:
 - a. Workers Compensation Insurance & Employers Liability Insurance.
 - 1) Workers Compensation insurance with statutory limits as required by the Labor Code of the State of California.
 - 2) Employers Liability with minimum limits of \$1,000,000 per Accident; \$1,000,000 Disease per employee; \$1,000,000 Disease per policy.
 - 3) The policy shall be endorsed to include a written waiver of the insurer's right to subrogate against Owner.
 - 4) Required Evidence of Insurance:
 - (a) Subrogation waiver endorsement, and
 - (b) Certificate of Insurance.
 - 5) If injury occurs to any employee of Contractor, Subcontractor, or sub-subcontractor for which the employee, or the employee's dependents in the event of employee's death, is entitled to compensation from Owner under provisions of the Workers Compensation Insurance and Safety Act (Act), as amended, or for which compensation is claimed from Owner, Owner may retain out of sums due Contractor under Contract Documents, amount sufficient to cover such compensation, as fixed by the Act, as amended, until such compensation is paid, or until it is determined that no compensation is due. If Owner is compelled to pay compensation, Owner may, in its discretion, either deduct and retain

from the Contract Sum the amount so paid, or require Contractor to reimburse Owner.

- b. General Liability Insurance.
- 1) Commercial General Liability Insurance on a standard occurrence form, no less broad than ISO form CG 00 01.
 - 2) Minimum Limits. The required limits may be provided by a combination of General Liability Insurance and Excess or Commercial Umbrella Liability Insurance. If Contractor maintains higher limits than the specified minimum limits, Owner requires and shall be entitled to coverage for the higher limits maintained by Contractor.
 - (a) Projects under \$1,000,000: \$1,000,000 per Occurrence; \$2,000,000 General Aggregate; \$2,000,000 Products/Completed Operations Aggregate. The General Aggregate shall apply separately to each Project.
 - (b) Projects from \$1,000,000 - \$4,999,999: \$2,000,000 per Occurrence; \$4,000,000 General Aggregate; \$4,000,000 Products/Completed Operations Aggregate. The General Aggregate shall apply separately to each Project.
 - (c) Projects from \$5,000,000 - \$9,999,999: \$5,000,000 per Occurrence; \$5,000,000 General Aggregate; \$5,000,000 Products/Completed Operations Aggregate. The General Aggregate shall apply separately to each Project.
 - (d) Projects \$10,000,000 and Over: Minimum Limits: \$10,000,000 per Occurrence; \$10,000,000 General Aggregate; \$10,000,000 Products/Completed Operations Aggregate. The General Aggregate shall apply separately to each Project.
 - 3) Any deductible or self-insured retention shall be shown on the Certificate of Insurance. If the deductible or self-insured retention exceeds \$25,000 it must be approved in advance by Owner. Contractor is responsible for any deductible or self-insured retention and shall fund it upon Owner's written request, regardless of whether Contractor has a claim against the insurance or is named as a party in any action involving Owner.
 - 4) Insurance shall be maintained for the entire period of the Work and for the duration of Contractor's Guaranty Period specified in Document 00630 (Guaranty). Completed operations insurance shall be maintained beyond the Guaranty Period as specified below:
 - (a) Projects under \$1,000,000: One (1) year after end of Guaranty Period.
 - (b) Projects from \$1,000,000 - \$4,999,999: Two (2) years after end of Guaranty Period.
 - (c) Projects from \$5,000,000 - \$9,999,999: Three (3) years after end of Guaranty Period.
 - (d) Projects \$10,000,000 and Over: Five (5) years after end of Guaranty Period.
 - 5) Owner, its Board of Directors, and its employees, representatives, consultants, County of Sonoma, its officers, employees, consultants, representatives, and agents; shall be endorsed as additional insureds for liability arising out of ongoing and completed operations by or on behalf of the Contractor in the performance of the Contract Documents.

- Additional insureds status shall continue for the period(s) specified in Paragraph 4.2.B.1.b.4 above.
- 6) The additional insured endorsement for completed operations shall not be restricted to work performed during the current policy period.
 - 7) California Governor's Office of Emergency Services and the U.S. Department of Homeland Security, FEMA Region IX shall be additional insureds for liability arising out of Contractor's ongoing operations (ISO endorsement CG 20 26, Additional Insured - Designated Person or Organization, or equivalent).
 - 8) The policy definition of "insured contract" shall include assumptions of liability arising out of both ongoing operations and the products-completed operations hazard (broad form contractual liability coverage including the "f" definition of insured contract in ISO form CG 00 01, or equivalent).
 - 9) The insurance provided to the additional insureds shall be primary to, and non-contributory with, any insurance or self-insurance program maintained by Owner *et al.*
 - 10) The policy shall not exclude injury or damage caused by, or resulting from, explosion, collapse and/or underground hazards.
 - 11) The policy shall not contain a Contractors' Warranty or other similar language which eliminates or restricts insurance because of a Subcontractor's failure to carry specific insurance or to supply evidence of such insurance.
 - 12) The policy shall be endorsed to include a written waiver of the insurer's right to subrogate against all persons or entities that are, or are required to be, additional insureds.
 - 13) The policy shall cover inter-insured suits between Contractor and the additional insureds and shall include a "separation of insureds" or "severability" clause which treats each insured separately.
 - 14) Required Evidence of Insurance:
 - (a) Additional insured endorsements or policy language granting additional insured status;
 - (b) Endorsement or policy language indicating that insurance is primary and non-contributory; and
 - (c) Certificate of Insurance.
- c. Automobile Liability Insurance.
- 1) Minimum Limits:
 - (a) Projects under \$1,000,000: \$1,000,000 combined single limit per accident.
 - (b) Projects \$1,000,000 and Over: \$2,000,000 combined single limit per accident.
 - 2) The required limit may be provided by a combination of Automobile Liability Insurance and Commercial Excess or Umbrella Liability Insurance.
 - 3) Insurance shall cover all owned, hired, and non-owned vehicles.
 - 4) Owner, its Board of Directors, and its employees, representatives, consultants, and agents and County of Sonoma, its officers, employees, consultants, representatives, and agents; shall qualify as an insured.

- 5) Insurance shall be maintained for the entire term of this Contract, including any Guaranty Period.
 - 6) Required Evidence of Insurance:
 - (a) Endorsement or policy language indicating that Owner, its Board of Directors, and its employees, representatives, consultants, and agents; are insureds; and
 - (b) Certificate of Insurance.
- d. Contractors Pollution Liability Insurance.
- 1) Minimum Limits:
 - (a) Projects under \$5,000,000: \$1,000,000 per pollution Incident; \$1,000,000 Aggregate; and
 - (b) Projects \$5,000,000 and Over: \$2,000,000 per pollution Incident; \$2,000,000 Aggregate.
 - 2) The insurance shall cover:
 - (a) bodily injury, sickness, disease, sustained by any person, including death;
 - (b) property damage, including physical injury to or destruction of tangible property including the resulting loss of use thereof;
 - (c) cleanup costs, and the loss of use of tangible property that has not been physically injured or destroyed including diminution of value and natural resources damages;
 - (d) defense costs, including costs, charges, and expenses incurred in the investigation, adjustment, or defense of claims; and
 - (e) liability assumed by Contractor under a written contract or agreement.
 - 3) Any deductible or self-insured retention shall be shown on the Certificate of Insurance. If the deductible or self-insured retention exceeds \$25,000 it must be approved in advance by Owner. Contractor is responsible for any deductible or self-insured retention and shall fund it upon Owner's written request, regardless of whether Contractor has a claim against the insurance or is named as a party in any action involving Owner.
 - 4) If the insurance is on a Claims-Made basis, the retroactive date shall be no later than the commencement of Work.
 - 5) Insurance shall be maintained for the entire period of the Work and for the duration of Contractor's Guaranty Period specified in Document 00630 (Guaranty), plus the additional periods as specified below:
 - (a) Projects under \$1,000,000: One (1) year after end of Guaranty Period.
 - (b) Projects from \$1,000,000 - \$4,999,999: Two (2) years after end of Guaranty Period.
 - (c) Projects from \$5,000,000 - \$9,999,999: Three (3) years after end of Guaranty Period.
 - (d) Projects \$10,000,000 and Over: Five (5) years after end of Guaranty Period.
 - 6) If the insurance is on a Claims-Made basis, the continuation coverage may be provided by: (a) renewal of the existing policy; (b) an extended reporting period endorsement; or (c) replacement insurance with a retroactive date no later than the commencement of the Work.

- 7) Owner, its Board of Directors, and its employees, representatives, consultants, and agents; and County of Sonoma, its officers, employees, consultants, representatives, and agents shall be endorsed as additional insureds for liability arising out of ongoing and completed operations by or on behalf of the Contractor in the performance of the Contract Documents.
 - 8) The insurance provided to the additional insureds shall apply on a primary and non-contributory basis with respect to any insurance or self-insurance program maintained by Owner *et al.*
 - 9) The policy shall cover inter-insured suits between the Contractor and the additional insureds and include a "separation of insureds" or "severability" clause which treats each insured separately.
 - 10) Required Evidence of Insurance:
 - (a) Additional insured endorsement or policy language granting additional insured status;
 - (b) Endorsement or policy language indicating that coverage is primary and non-contributory; and
 - (c) Certificate of Insurance.
- e. Professional Liability/Errors & Omissions Insurance.
- 1) Required if the Contractor or its employees engage in design or professional activities (architecture, engineering or surveying) that are not subcontracted out.
 - 2) Minimum Limit: \$1,000,000 per claim or per occurrence.
 - 3) Any deductible or self-insured retention shall be shown on the Certificate of Insurance. If the deductible or self-insured retention exceeds \$25,000 it must be approved in advance by Owner.
 - 4) If the insurance is on a Claims-Made basis, the retroactive date shall be no later than the commencement of the Work.
 - 5) Insurance applicable to the Work performed under the Contract shall be continued for two (2) years after completion of the Work. Such continuation insurance may be provided by one of the following:
 - (a) renewal of the existing policy;
 - (b) an extended reporting period endorsement; or
 - (c) replacement insurance with a retroactive date no later than the commencement of the Work.
 - 6) Required Evidence of Insurance:
 - (a) Certificate of Insurance.
- f. Builders Risk
- 1) Minimum Limit: 100% of the completed value of the Project.
 - 2) Insured property shall include (1) Real property in Course of Construction; (2) building materials and supplies intended to be in or on the completed Project located at any portion of the jobsite, in storage, or in transit, (3) fixtures and machinery intended to be in or on the completed Project; (4) scaffolding, cribbing, fencing, forms and temporary trailers, while located at any portion of the jobsite, in storage or in transit.
 - 3) Contractor, subcontractors of all tiers and the Sonoma County Water Agency shall be endorsed as insured parties.

- a. Minimum General Liability Limits for Framing, Mechanical, and Electrical Subcontractors.
 - 1) Projects under \$1,000,000: \$1,000,000 per Occurrence; \$2,000,000 General Aggregate; \$2,000,000 Products/Completed Operations Aggregate. The General Aggregate shall apply separately to each Project.
 - 2) Projects \$1,000,000 and Over: \$2,000,000 per Occurrence; \$4,000,000 General Aggregate; \$4,000,000 Products/Completed Operations Aggregate. The General Aggregate shall apply separately to each Project.
- b. Minimum General Liability Limits for all Subcontractors other than Framing, Mechanical, and Electrical Subcontractors.
 - 1) \$1,000,000 per Occurrence; \$2,000,000 General Aggregate; \$2,000,000 Products/Completed Operations Aggregate. The General Aggregate shall apply separately to each Project.
- c. Minimum Automobile Liability Limits.
 - 1) \$1,000,000 combined single limit per accident.
- d. Minimum Employers Liability Limits.
 - 1) \$1,000,000 per Accident; \$1,000,000 Disease per employee; \$1,000,000 Disease per policy.
- e. Professional Liability/Errors & Omissions Insurance.
 - 1) Required for any architect, engineer, surveyor or other licensed professional engaged by Contractor to perform portions of the Work.
 - 2) Minimum Limit: \$1,000,000 per claim or per occurrence.
 - 3) Any deductible or self-insured retention shall be shown on the Certificate of Insurance. If the deductible or self-insured retention exceeds \$25,000 it must be approved in advance by Owner.
 - 4) If the insurance is on a Claims-Made basis, the retroactive date shall be no later than the commencement of the Work.
 - 5) Coverage applicable to the Work performed under the Contract shall be continued for two (2) years after completion of the Work. Such continuation coverage may be provided by one of the following:
 - (a) renewal of the existing policy; (b) an extended reporting period endorsement; or (c) replacement insurance with a retroactive date no later than the commencement of the Work.
 - 6) Required Evidence of Insurance:
 - (a) Certificate of Insurance.

~~4.2.D. Builder's Risk.~~

- ~~1. With respect to Work under this Contract, Owner shall maintain "All Risk" Course of Construction insurance as follows:~~
 - ~~a. Insured Property shall include: (1) real property in course of construction; (2) building materials and supplies intended to be in or on the completed Work located at the Site, in storage or in transit, and whether or not owned or paid for by Owner; (3) fixtures and machinery intended to be in or on the completed Work; (4) scaffolding, cribbing, fencing, forms and temporary trailers, while located on the Site, in storage or in transit.~~
 - ~~b. Limit of insurance shall be the full contract value.~~
 - ~~c. Responsibility for paying deductibles is as follows:~~

<i>Contract Value or Description</i>	<i>Contractor's Responsibility for Deductible: Earthquake and Flood</i>	<i>Contractor's Responsibility for Deductible: Other Insured Perils</i>	<i>Owner's Responsibility for Deductible</i>
Full Contract Value under \$1,000,000	First \$10,000	First \$5,000	Balance of Deductible
Full Contract Value: \$1,000,000 – \$9,999,999	First \$20,000	First \$10,000	Balance of Deductible
Full Contract Value: \$10,000,000 – \$19,999,999	First \$50,000	First \$25,000	Balance of Deductible
Full Contract Value: \$20,000,000 and above	First \$60,000	First \$30,000	Balance of Deductible

- ~~d. Contractor and Subcontractors of all tiers shall be additional insureds.~~
- ~~e. Excluded projects: dams; piers; roads; bridges; wastewater treatment facilities.~~
- ~~f. Excluded property: Equipment, tools, and personal effects belonging to Contractor or Subcontractors of all tiers.~~
- ~~g. Insured perils: All Risks of Direct Physical Damage or Loss, including flood and, for scheduled locations, earthquake, except as excluded.~~
- ~~h. Exclusions may include, but are not limited to:

 - ~~1) Loss due to wear and tear, moths, vermin, termites, insects, latent defects, gradual deterioration, wet or dry rot, rust, corrosion, erosion or normal settling, shrinkage and/or expansion of buildings or foundations.~~
 - ~~2) The cost of making good, faulty or defective workmanship, material, construction or design. Damage resulting from such faulty or defective workmanship, material, construction or design is not excluded.~~
 - ~~3) The cost of making good, faulty or defective workmanship, material, construction or design. Damage resulting from such faulty or defective workmanship, material, construction or design is not excluded.~~
 - ~~4) Loss resulting from delay in completion of contract or non-compliance with contract conditions.~~
 - ~~5) Loss or damage due to contaminants and/or pollutants. However, fire losses arising directly or indirectly from pollutants or contaminants are covered.~~
 - ~~6) Loss of use or occupancy or consequential loss.~~
 - ~~7) Liquidated damages and/or penalties for delay or detention in connection with guarantees of performance or efficiency.~~
 - ~~8) Loss or damage caused by or resulting from infidelity or dishonesty on the part of any insured or the employees or agents of any insured.~~
 - ~~9) Inventory shortage or unexplained disappearance.~~~~
- ~~i. Course of Construction Insurance, including all policy coverages, conditions and exclusions, shall control in the event of any conflict with the language of this Document 00700. Upon request, Owner will provide a Certificate of Property Insurance.~~

B. Supplement to paragraph 15.3.A, modify rain parameters as follows:

Rain Days: January, [9]; February, [8]; March, [7]; April, [4]; May, [2]; June, [1]; July, [0]; August, [0]; September, [1]; October, [3]; November, [6]; and December, [8].

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