

Public Works Department
305 West Third Street, East Wing, Third Floor
Oxnard, California 93030
Tel 805.385.8280



June 30, 2021

ADDENDUM NO. 2

Advanced Metering Infrastructure (AMI) Project (Rebid)
Specification No. PW 17-32R
BID DUE DATE: 2:00pm July 15, 2021

TO ALL BIDDERS:

Acknowledge receipt of this addendum by enclosing one signed copy with your bid documents. Failure to do so may subject bidder to disqualification. This addendum forms a part of the Contract Documents as follows:

A. Revisions to General Provisions. Bidders are instructed to discard pages GP 33, GP 44 and GP 45 provided with the Contract Documents and replace these pages with the attached Revised GP 33, Revised GP 44 and Revised GP 45.

It is not necessary to include the revised pages with the signed Addendum 2 submitted with the bid documents.

Addendum No. 2 Received: Date: _____

Contractor's Name

Address

Authorized Signature

City State Zip Code

Name and Title

Telephone Number, Including Area Code

three (3) weeks, the City can deem that the Contractor is in material breach of the Contract, in which case the Work shall be turned over to the Surety for completion.

Alternatively, if the Project Manager determines that the Contractor is failing to prosecute the Work to the proper extent, the Project Manager may issue an order of noncompliance in any form or manner. If the order is in writing, the Project Manager has the option of listing the steps required to remedy the situation and reasonable deadlines for each step. The Project Manager may also provide that if such steps are not taken within such listed deadlines, then an amount of \$1,000 per Calendar Day may be assessed for each Calendar Day of delay as a result of damages being sustained by the City that are, and will continue to be, impracticable and extremely difficult to determine. The City may assess liquidated damages in accordance with Section 6-9 and in these General Provisions.

These options are available in addition to all other options in the Greenbook or as otherwise legally available."

6-3 TIME OF COMPLETION.

6-3.1 General. [see Greenbook].

6-3.2 Contract Time Accounting. [see Greenbook].

6-4 DELAYS AND EXTENSIONS OF TIME.

6-4.1 General.

Greenbook Section 6-4.1, which is not incorporated, shall be completely replaced as follows:

"If delays are caused by unforeseen events beyond the control of the Contractor, and the Project Manager approves the unforeseen events, such delays may entitle the Contractor to an extension of the Contract time as provided herein, but the Contractor will not be entitled to damages or additional payment due to such delays, except as otherwise specified in 6-4.3. In any case, no extension of time will be granted for a delay caused by the inability to obtain materials unless the Contractor obtains from the supplier and furnishes to the Engineer documentary proof that such materials could not be obtained due to war, government regulations, labor disputes, strikes, fires, floods, adverse weather necessitating the cessation of work, or other similar action of the elements. No time extension will be granted for delays which do not affect the critical path of the baseline construction schedule.

~~The Contractor shall be responsible for, and shall bear the expense of, the cost of repairing or restoring damage to any Work if the damage is determined to have been proximately caused by an Act of God, up to five percent (5%) of the Contract Price, provided that the Work damaged was built in accordance with accepted and applicable building standards and the Contract Documents. The Contractor shall not be responsible for any such damage beyond five percent (5%) of the Contract Price. For damage determined to have been caused by anything other than an Act of God, the Contractor shall be responsible for all costs of repairing or restoring damage to any Work until final acceptance of the Project by the City as defined in Section 3-13.3. For the purposes of this provision, "Acts of God" shall be defined as earthquakes in excess of a magnitude of 3.5 on the Richter scale and tidal waves. The Contractor shall notify the City promptly in writing of each delay, whether by an Act of God or otherwise, and its cause and the expected delay. Upon request, the Contractor shall update such notice.~~

business license at the time of Performance and Payment Bonds and insurance submission. In accordance with Section 7028.15 of the Business and Professions Code, all Contractors shall be licensed in accordance with the laws of the State of California and any Contractor or Subcontractor not so licensed is subject to the penalties imposed by such laws.

If traffic control in a construction zone is required, it must be performed by a State of California Construction Zone Traffic Control Contractor, Specialty Classification C-31."

10-2 *NONDISCRIMINATORY EMPLOYMENT [additional to the Greenbook].*

"The Contractor shall not unlawfully discriminate against any individual based on race, religion or religious creed, color, national origin, ancestry, ethnic group identification, primary language, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, immigration status, citizenship or military and veteran status. The Contractor shall comply with the nondiscrimination mandates of all statutes, ordinances and regulations.

For every Subcontractor who will perform Work on the Project, the Contractor shall be responsible for such Subcontractor's compliance with this Section 10-2. The Contractor shall include in the written contract between itself and each Subcontractor a copy of the provisions in this Section 10-2 and a requirement that each Subcontractor shall comply with those provisions. The Contractor shall be required to take all actions necessary to enforce such contractual provisions and ensure Subcontractor's compliance. The Contractor shall diligently take corrective action to halt or rectify any failure to comply."

10-3 *NOTICE TO PROCEED [additional to the Greenbook].*

"After award of this Contract, signing the Contract Documents and submission of insurance, Payment and Performance Bonds, and a copy of the Contractor's City business license, the City shall issue the Contractor a Notice to Proceed. The City will not authorize any Work to be done under these Contract Documents before all of the above have been fully executed. Any Work that is done by the Contractor in advance of such time shall be considered as being done at the Contractor's own risk and responsibility, and as a consequence will be subject to rejection."

10-4 *CONTRACTOR'S RESPONSIBILITY FOR WORK [additional to the Greenbook].*

~~"Until the final acceptance of the Project by the City as defined in Section 3-13.2 of the General Provisions, by written action of the Project Manager, the Contractor shall have the charge and care thereof and shall bear the risk of injury or damage to any part of the Work by the action of the elements or any other cause. In the case of suspension of Work from any cause whatever, the Contractor shall be responsible for all materials and the protection of Work already completed, shall properly store and protect them if necessary, and shall provide suitable drainage and erect temporary structures where necessary."~~

"Until the acceptance of the Work, the Contractor shall have the responsible charge and care of the Work and of the materials to be used therein, (including materials for which partial payment has been received or materials which have been furnished by the Owner), and shall bear the risk of injury, loss or damage to any part thereof by the action of the elements or from any other cause, whether arising from the execution or from the nonexecution of the Work.

The Contractor shall rebuild, repair, restore, and make good all injuries, losses, damages to any portion of the Work or the materials occasioned by any cause before its completion and acceptance, and shall bear the expense thereof. Where necessary to protect the Work or materials from damage, the Contractor shall, at the Contractor's expense, provide suitable drainage and erect such temporary structures as are necessary to protect the Work or materials from damage. The suspension of the Work from any cause whatever shall not relieve the Contractor of his responsibility for the Work and materials as herein specified. If ordered by the Owner's Representative, the Contractor shall, at the Contractor's sole cost and expense, properly store materials which have been partially paid for by the Owner or which have been furnished by the Owner. Such storage by the Contractor shall be on behalf of the Owner, and the Owner shall, at all times, be entitled to the possession of such materials, and the Contractor shall promptly return the same to the site for the work when requested. The Contractor shall not dispose of any of the materials so stored, except with written authorization from the Owner.

In an emergency affecting the safety of life or property, including adjoining property, the Contractor, without special instructions or authorizations, is authorized to act at the Contractor's discretion to prevent such threatened loss or injury, and shall so act as though instructed to do so by the Owner.

Notwithstanding the foregoing provisions of this article, the Contractor shall not be responsible for the cost of repairing or restoring damage to the work, which damage is determined to have been proximately caused by an Act

of God, in excess of five (5) percent of the contracted amount, provided the work is built in accordance with accepted and applicable building standards and the approved Plans and Specifications.

"Acts of God" shall include earthquakes in excess of a magnitude of 3.5 on the Richter Scale, wildfires and tidal waves."

10-5 DAMAGE TO PUBLIC PROPERTY [additional to the Greenbook].

"Any portions of curb, gutter, sidewalk or any other City improvement damaged by the Contractor during the course of construction shall be replaced by the Contractor at its own cost."

10-6 REMOVAL OF INTERFERING OBSTRUCTIONS [additional to the Greenbook].

"The Contractor shall remove and dispose of all debris, abandoned structures, tree roots and obstructions of any character met during the process of excavation. The cost of any such removals are made a part of the Contract Unit Prices bid by the Contractor under the item for excavation or removal of existing Work."

10-7 SOILS ENGINEERING AND TESTING [additional to the Greenbook].

"The City may retain a certified materials testing firm to perform materials tests during the Contractor's entire operation to ascertain compliance with the Contract requirements. The City shall be responsible for the first series of tests. If the initial tests do not meet the Contract requirements, the Contractor shall bear the cost of all subsequent tests.

If the City requires other tests or more specific requirements for testing regarding this Project, those details will be included in the Special Provisions."

10-8 ACCESS TO PRIVATE PROPERTY [additional to the Greenbook].

"Unless otherwise stated in the Special Provisions, the Contractor shall be responsible for all fees and costs associated with securing permission to access private property for any portion, and the Contractor shall obtain the required easement or license for the Project."

10-9 WORKING DAYS AND HOURS [additional to the Greenbook].

"Except as otherwise specified in the Special Provisions or a City-issued permit, no Work shall be performed by the Contractor: on Saturdays and Sundays; on major highways between the hours of 7:00 p.m. and 7:00 a.m. of the following Calendar Day; on a street before 8:30 a.m. or after 3:30 p.m.; and at any other Work site before 7:00 a.m. or after 6:00 p.m. Additionally, no Work will be allowed on scheduled holidays observed by the City.

Whenever the Project Manager gives written permission or direction to the Contractor to perform night and weekend Work or to vary the period during which Work is performed during the Working Day, the Contractor shall give twelve (12) hours' notice to the Project Manager so that inspection may be provided. Also, a charge may be made to the Contractor for approved overtime or weekend inspections requested by the Contractor."

10-10 CLAIM DISPUTE RESOLUTION [additional to the Greenbook].

"In the event of any dispute or controversy with the City over any matter whatsoever, the Contractor shall not cause any delay or cessation in or of Work, but shall proceed with the performance of the Work in dispute. The Contractor shall retain any and all rights provided that pertain to the resolution of disputes and protests between the parties. The disputed Work will be categorized as an "unresolved dispute" and payment, if any, shall be as later determined by mutual agreement or a court of law. The Contractor shall keep accurate, detailed records of all disputed Work, claims and other disputed matters.

All claims arising out of or related to the Contract Documents or this Project, and the consideration and payment of such claims, are subject to the Government Claims Act (Government Code Section 810 *et seq.*) with regard to filing claims and to Public Contract Code Section 20104 *et seq.* ("Article 1.5") regarding the resolution of public works claims of three hundred seventy-five thousand dollars (\$375,000) or less. This Contract hereby incorporates those provisions as through fully set forth herein.