

**CITY OF TURLOCK
STANISLAUS COUNTY, CALIFORNIA**



ADDENDUM NO. 4

TO

**CONTRACT DOCUMENTS FOR THE CONSTRUCTION OF THE
TURLOCK REGIONAL WATER QUALITY CONTROL FACILITY
CHEMICAL SYSTEM UPGRADES PROJECT AT RWQCF**

CITY PROJECT NO. 20-032

May 10, 2021



ADDENDUM NO. 4

Turlock Regional Water Quality Control Facility CHEMICAL SYSTEM UPGRADES PROJECT AT RWQCF

Project No. 20-032

City of Turlock, California

THIS ADDENDUM IS NOW INCORPORATED AS A PART OF THE CONTRACT DOCUMENTS AND MODIFIES THE ORIGINAL PLANS AND SPECIFICATIONS AS NOTED HEREIN. BY SUBMISSION OF A BID FOR THIS PROJECT, THE BIDDER IS ACKNOWLEDGING THAT THE BIDDER HAS CONFIRMED THAT HE OR SHE HAS RECEIVED ALL ADDENDA ISSUED FOR THAT PROJECT AND HAS INCLUDED COSTS FOR SUCH IN THE BID SUBMITTED.

While we believe the plans and specifications to be accurate, they are disseminated in accordance with law and are to be relied upon only at user's risk. The user should be advised to contact the City for updates on any material they receive to ensure that they have the latest/most current information.

It shall be the responsibility of the prime bidder to inform any affected sub bidder of the content of this Addendum.

SPECIFICATIONS (VOLUME 1 OF 3 – DIVISIONS 0 THROUGH 9)

1. DOCUMENT 00432 – BID BOND
 - A. Replace Document 00432 in its entirety with the attached.
2. DOCUMENT 00436 – LIST OF EQUIPMENT MANUFACTURERS
 - A. Replace Document 00436 in its entirety with the attached.

SPECIFICATIONS (VOLUME 2 OF 3 – DIVISIONS 09 THROUGH 17)

1. No Changes.

DRAWINGS (VOLUME 3 OF 3)

1. No changes.

ATTACHMENTS:

1. DOCUMENT 00432 – BID BOND
2. DOCUMENT 00436 – LIST OF EQUIPMENT MANUFACTURERS

This Addendum No. 4 shall become part of the Contract and all provisions of the Contract shall apply thereto. This addendum has been prepared by or under, the direction of the following Registered Engineers:

Digitally signed by Ryan M. Sellman
Contact Info: Carollo Engineers
Date: 2021.05.10 07:32:00 -0700



05/10/2021

Ryan Sellman, P.E. California Civil C-76650

CIVIL ENGINEERING

Carollo Engineers, Inc., 2795 Mitchell Drive

Walnut Creek, CA 94598, Telephone: 925-932-1710

DOCUMENT 00432

BID BOND

PENAL SUM FORM

Any singular reference to Bidder, Surety, Owner, or other party shall be considered plural where applicable.

BIDDER *(Name and Address):*

SURETY *(Name and Address of Principal Place of Business):*

OWNER *(Name and Address):*

BID

Bid Due Date: _____

Description *(Project Name and Include Location):*

BOND

Bond Number: _____

Date: ~~(Not earlier than Bid Due Date)~~^{AD4}: _____

Penal Sum: \$ _____
(Figures)

Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative.

BIDDER

SURETY

(Bidder's Name)

(Surety's Name and Corporate Seal) (SEAL)

By: _____
Signature

By: _____
Signature (Attach Power of Attorney)

Print Name

Print Name

Title

Title

Attest: _____
Signature

Attest: _____
Signature

Title

Title

Note: Above addresses are to be used for giving required notice. Provide execution by any additional parties, such as joint venturers, if necessary.

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to pay to Owner upon default of Bidder the penal sum set forth on the face of this Bond. Payment of the penal sum is the extent of Bidder's and Surety's liability. Recovery of such penal sum under the terms of this Bond shall be Owner's sole and exclusive remedy upon default of Bidder.
2. Default of Bidder shall occur upon the failure of Bidder to deliver within the time required by the Procurement Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Procurement Documents and any performance and payment bonds, insurance, and preliminary schedule required by the Procurement Documents.
3. This obligation shall be null and void if:
 - a. Owner accepts Bidder's Bid and Bidder delivers within the time required by the Procurement Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Procurement Documents and any performance and payment bonds, insurance, and preliminary schedule required by the Procurement Documents, or
 - b. All Bids are rejected by Owner, or
 - c. Owner fails to issue a Document 00510 - Notice of Award to Bidder within the time specified in the Procurement Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required).
 1. Surety waives notice of and any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by Owner and Bidder, provided that the total time for issuing Notice of Award including extensions shall not in the aggregate exceed 120 days from Bid due date without Surety's written consent.
4. Payment under this Bond will be due and payable upon default of Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.
 - a. No suit or action shall be commenced under this Bond prior to 30 calendar days after the notice of default required is received by Bidder and Surety and in no case later than 1 year after Bid due date.
5. Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the state in which the Project is located.
6. Notices required hereunder shall be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier, or by United States Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the party concerned.

7. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.
8. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included in this Document as if set forth at length. If any provision of the Bond conflicts with any applicable provision of any applicable statute, then the provision of said statute shall govern and the remainder of this Bond that is not in conflict therewith shall continue in full force and effect.
9. The term "Bid" as used in this Document includes a Bid, offer, or proposal as applicable.

END OF DOCUMENT

^{AD4} Addendum No. 4

DOCUMENT 00436

LIST OF EQUIPMENT MANUFACTURERS

ARTICLE 1 - SELECTED MANUFACTURER/SUPPLIER

- 1.01 Bidder shall circle the manufacturer/supplier that will furnish the respective item of equipment for the Work in the following table.
- 1.02 Bidder shall circle only one manufacturer or supplier for each piece of equipment identified.
- A. If Bidder fails to indicate which manufacturer/supplier their Bid is based on, or circles more than one listed manufacturer/supplier per equipment item, the Bidder shall provide the first listed ("A") manufacturer/supplier for its Bid for the amount included in the Total Bid at no increase in the Contract amount.

ARTICLE 2 - SUBMITTAL REQUIREMENTS

- 2.01 Acceptance of a manufacturer or supplier listed by the Bidder shall not constitute a waiver of any provision of the Contract Documents.
- 2.02 Where manufacturer's or supplier's names are listed by the Bidder next to the specific item of equipment listed, this shall be interpreted to mean that such manufacturers and suppliers shall not be changed by the Bidder after the Bid opening, except as follows.
- 2.03 Failure by Bidder to list names of manufacturers or suppliers for every item of equipment in the space provided may be cause for rejection of the Bid.
- 2.04 Detailed shop drawings shall be required for equipment as specified in the Contract Documents:

Section	Equipment	Manufacturer/Supplier
11240	Liquid Chemical Progressive Cavity Dosing Pumps	Seepex
11242	Liquid Chemical Diaphragm-Type Metering Pumps (Panels Only)	Prominent Fluid Controls
11312J	Submersible Process Liquid Sump Pumps	Barnes ITT Goulds Pumps Hydromatic
13206A	Fiberglass Reinforced Plastic Aboveground Storage Tanks	Ershigs, Inc. Belco Manufacturing <u>Diamond Fiberglass</u> ^{AD4}
13208	Polyethylene Tanks	Polyprocessing Snyder Industries
13447	Electric Actuators	Rotork Controls Inc.
17720	Control Systems: Programmable Logic Controllers	Rockwell Automation (Allen-Bradly)

ARTICLE 3 - PROPOSED SUBSTITUTIONS

- 3.01 Bidder may propose a manufacturer/supplier substitution for any major piece of equipment specified in this Section:
- A. Prices listed in the following tabulation are "installed prices and include any costs associated with changes that may be required to the original design to accommodate the proposed substitution.
- 3.02 Proposed substitutions do not affect the bid price or bid award.
- 3.03 Bidder agrees to follow the requirements for formal substitution request requirements as specified in Section 01600 - Product Requirements after bid award.
- 3.04 If the Engineer determines that the substitute equipment cannot be used, the original Base Bid equipment shall be provided.
- 3.05 Owner may, at its sole discretion, select items of any of the approved substitutions listed in this Section:
- A. Contractor agrees to furnish and install selected approved substitutions for the price indicated in this Section.
- B. The Contract price will be adjusted by Change Order.

Section	Equipment	Substituted Manufacturer/Supplier	Add (Deduct) From Base Bid

BIDDER

(Signature)

(Date)

END OF DOCUMENT

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