

MONTECITO WATER DISTRICT

June 2, 2025

ADDENDUM NO. 5

TO CONTRACT DOCUMENTS FOR THE

RESERVOIR SEISMIC RETROFIT AND REPLACEMENT PROJECT FOR PARK LANE RESERVOIR

Project No. P132

Dated April 2025

The following modifications, additions and/or deletions are made a part of the CONTRACT DOCUMENTS for the construction of the RESERVOIR SEISMIC RETROFIT AND REPLACEMENT PROJECT FOR PARK LANE RESERVOIR (P132) project issued fully and completely as if same were set forth therein:

BID EXTENSION: Bidders are hereby notified that the date bids are due has been revised. Bids are due at or before 12:00 PM on June 10, 2025. Bidders shall use the attached Proposal Page P-1 when submitting bids, which reflects the updated date.

CONTRACT SPECIFICATIONS, NOTICE INVITING BIDS, N-1

Delete in its entirety the first paragraph of Section N-1 and replace with "District hereby invites sealed Bids for constructing reservoir seismic retrofits in accordance with District's Contract Documents for Project No. P132. Bids shall be submitted electronically via email to Adam Kanold, PE at akanold@montecitowater.com at or before 12:00 PM on June 10, 2025 at which time all Bids will be opened electronically and declared publicly at District's main office, at 583 San Ysidro Road, Santa Barbara, California 93108. Bidders, their representatives, and other interested parties, are invited to be present at the opening either in person or via teleconference at:

<https://nam11.safelinks.protection.outlook.com/?url=https%3A%2F%2Fus06web.zoom.us%2Fj%2F89462311213%3Fpwd%3DE9OQwQuPgNawX22gTbwN3vJNcp8lrC.1&data=05%7C02%7Ckmeier%40woodrogers.com%7C1a376cfb2f894ddbc77208dda217e4e6%7C961261db9c3d4122a8b42d121cfd97f8%7C0%7C0%7C638844945732017362%7CUnknown%7CTWFpbGZsb3d8eyJFbXB0eU1hcGkiOnRydWUsIlYiOiIlwLjAuMDAwMCIslAIiOiJXaW4zMlslkFoljoiTWfPbClldUljoyfQ%3D%3D%7C0%7C%7C%7C&sdata=jr3K4aX1z31lkdFLDL5HLwlvyPM9ihVQdGXfidOW%2FGg%3D&reserved=0>

The meeting ID is 894 6231 1213 with the Passcode: 107761."

BIDDER QUESTIONS/CONTRACT DOCUMENT CHANGES

1. Question: The Insurance requirements for the project are double other project limits. (\$10,000,000 each occurrence for GL plus \$10,000,000 for two years after completion of project. Auto insurance is \$5,000,000 each accident.) These limits will end up being an added cost to the project. Are these limits necessary?

Answer: Insurance requirements have been reduced, see revised contract language below.

CONTRACT SPECIFICATIONS, INSTRUCTIONS TO BIDDERS, I-13.1.a – GENERAL LIABILITY

Delete in its entirety the first sentence of paragraph I-13.1.a and replace with “Contractor shall maintain commercial general liability (CGL) with a limit of not less than \$5,000,000 each occurrence.”

CONTRACT SPECIFICATIONS, INSTRUCTIONS TO BIDDERS, I-13.1.b – GENERAL LIABILITY

Delete in its entirety the first sentence of paragraph I-13.1.b and replace with “Contractor shall maintain CGL and, if necessary, commercial umbrella liability insurance with a limit of not less than \$5,000,000 each occurrence for a least 2 years following the issuance of the Statement of Acceptance by District pursuant to General Conditions Section 6.4.1. Continuing CGL insurance shall be written on ISO occurrence form CG 00 01 12 07 (or a substitute form providing equivalent coverage) and shall, at a minimum, cover liability arising from products-completed operations and liability assumed under an insured contract.”

CONTRACT SPECIFICATIONS, INSTRUCTIONS TO BIDDERS, I-13.2.a – AUTOMOBILE LIABILITY

Delete in its entirety the first sentence of paragraph I-13.2.a and replace with “Contractor shall maintain business auto liability and, if necessary, commercial umbrella liability insurance with a limit of not less than \$1,000,000 each accident.

APPROVED:



Adam Kanold, PE
Assistant General Manager/Engineering Manager

Dated: 6-2-2025

PROPOSAL

FOR THE CONSTRUCTION OF
Reservoir Seismic Retrofit and Replacement Project for Park Lane Reservoir
PROJECT NO. P132

PROPOSALS RECEIVED UNTIL 12:00 P.M., June 10th, 2025

Unless otherwise defined herein, capitalized terms used in this proposal shall have the same meaning given to them in the "General Conditions" adopted by Montecito Water District ("District").

To the Board of Directors of the District:

The undersigned bidder (the "Bidder") hereby declares as follows:

1. The Bidder is submitting this Bid on its own behalf and not in the interest of, on behalf of, or in collusion with any other person, partnership, corporation, limited liability company, association or organization.
2. No director, officer, or employee of District has any proprietary interest in the Bidder, this proposal, or in the profits to be derived from the Contract.
3. The Bid is in all respects fair and without collusion or fraud.
4. The Bidder has read the Notice Inviting Bids and the Instructions to Bidders and agrees to all of the terms and stipulations contained therein.
5. The Bidder has examined the Site of the Work, and has read all of the Contract Documents approved by the District, including without limitation all of the Specifications and Drawings referenced therein.
6. The Bidder proposes and agrees that if the Bid submitted in the attached Bid Schedule is accepted by the District, the Bidder shall contract in the form approved by the District to perform and complete all of the Work under the Contract within the time and by the dates stipulated therein.
7. The Bidder shall accept, in full payment, the prices quoted by the Bidder in the Bid Schedule. Said prices shall include and cover the supply of all labor, equipment, materials, and incidentals necessary or proper for the Bidder to complete each and every item of the Work required to be completed under the Contract Documents in the manner and within the time required under the Contract Documents.
8. The address provided by the Bidder in this proposal is the address to which the District may direct any and all notices or other communications to the Bidder.

Upon receipt of written Notice of Award from the District of the acceptance of the Bidder's Bid, the Bidder shall, within fifteen (15) Calendar Days from the date the District mails such notice, or within such additional time as may be expressly allowed by the District in writing, (i) execute the Contract in accordance with the Bid as accepted by the District, (ii) furnish the required payment and performance bonds and bonding company documentation, (iii) provide satisfactory evidence that the Bidder's Superintendent, Project Manager, and all other designated employees meet the experience and certification requirements in the Notice Inviting Bids, and (iv) provide satisfactory evidence that all required insurance coverages have been secured. The Bidder further acknowledges and agrees that if the Bidder refuses or otherwise fails to complete all of these requirements within the required time, then the check or bond accompanying this Bid, and the money payable thereon, shall be forfeited to and become the property of the District as liquidated damages for such failure or refusal. If the Bidder complies with all of the above referenced requirements within the required time, then the Bidder's check shall be returned within three (3) Working Days or the bidder's bond shall become void, as the case may be.