



**ADDENDUM NO. 1
TO
BID PROPOSAL & SPECIFICATIONS
FOR
SPEED HUMP, SPEED TABLE AND RAISED CROSSWALK
SYSTEM INSTALLATION**

P.W. 282-19

**ISSUED
June 25, 2021**

This Addendum No. 1 must be signed by the bidder and attached to the CONTRACT PROPOSAL PACKAGE for consideration by the City. The City reserves the right to disregard any proposal which does not include this Addendum. The City may waive this requirement at its sole discretion.

SEE ATTACHED ADDENDUM ITEMS

Approved By: _____


Scott Buening, P.E.
Project Manager



BIDDER'S CERTIFICATION

I acknowledge receipt of this Addendum No. 1 and accept all conditions contained herein.

Bidder

By:

ADDENDUM NO. 1

Speed Hump, Speed Table and Raised Crosswalk System Installation P.W. 282-19

Issued June 25, 2021

- 1) The raised crosswalk shown on Sheet 6 of the Plans is within East Bay Municipal Utility District (EBMUD) right-of-way. As per EBMUD's request, footings of all W11-2R and W16-7PL traffic signs within the area shall be limited to twenty-four inches (24") in depth.
- 2) Vibratory equipment shall be used within EBMUD right of way.
 - a. For the removal of the sidewalk curb and gutter, the Contractor shall cut concrete into small enough sections which they can pull it up with a backhoe or other equipment rather than using a breaker or jackhammer.
 - b. For the compaction of the subgrade, the Contractor shall use a walk behind vibra-plate or a roller in static mode.
- 3) Division C of the project Special Provisions, is amended to include the following:

REGULATORY REQUIREMENTS AND PERMITS

CONTRACTOR FEES AND PERMITS

Contractor shall apply for, obtain, and comply with all the terms, conditions and requirements attached to applicated permits, bonds and licenses required by local, state, or federal agencies to perform work, construct, erect, test and start up of any equipment or facility for this Contract. The Contractor shall give all notices necessary and incidental to the due and lawful prosecution of the Work.

Any permits, bonds, licenses, and fees therefore required for the performance of work under this Contractor and not specifically mentioned herein as being reimbursed by the City shall be included in the Contractor's Bid price. The Contractor shall apply for and obtain all safety permits for excavations, tunneling, trenches, construction (building structure, scaffolding, or falsework) and demolition required by CAL/OSHA.

PERMIT REQUIREMENTS

The Contractor shall be responsible for obtaining and complying with the following listed permits and the applicable constraints for each of these permits. The Contractor shall coordinate its work relating to these permits with the Engineer.

East Bay Municipal Utility District (EBMUD) Temporary Encroachment Permit

1. The Contractor shall contact Mark Stoller, Construction/Maintenance Scheduler, at (209) 946-8002 to coordinate access. Work during wet, storm or elevated fire hazard conditions shall be at the discretion of the EBMUD.
2. Permittee's activities authorized by this Permit shall at no time interfere with the operations of EBMUD. Furthermore, Permittee shall not cause any damages whatsoever, including but

not limited to the land, improvements, or other property of EBMUD or any private improvements or other property. Permittee is responsible for the cost to restore or repair damaged property and/or to reimburse EBMUD for any third-party claim, including attorney's fees arising from such damage.

3. Permittee hereby understands and agrees that EBMUD reserves the right to cancel this Permit at any time for any reason whatsoever (without penalty), including but not limited to, damage to the Property by Permittee, or the security of EBMUD's facilities and/or structures or the Property are at risk, or if any of the terms and conditions of this Permit have been or are being violated.
4. Permittee expressly agrees to indemnify, defend and hold harmless EBMUD, its directors, officers, and employees from and against any and all loss, liability, expense, claims, costs, suits, and damages, including attorney's fees, arising out of Permittee's operation or performance under this Permit, including all costs, claims, and damages (including property and personal injury) arising out of any hazardous substances, hazardous materials or hazardous wastes (including petroleum) on the Property caused, uncovered, released or excavated as a result of Permittee's construction, reconstruction, maintenance, use or removal of its structure.
5. Permittee shall not park vehicles nor store any equipment or material on the Property except as noted above.
6. Permittee and/or its authorized agents, contractors and subcontractors must have a copy of this Permit in possession while on the Property.
7. It is understood by Permittee that pets, firearms, smoking and fires of any kind are prohibited.
8. Permittee agrees to assume all risk of damage to any or all property of Permittee or any property under the control or custody of Permittee while on the Property.
9. Permittee will not generate, store, or dispose of any hazardous materials on, under or about the Permit Area and/or anywhere on the Property.

Definition of Hazardous Materials: In this paragraph, "hazardous materials" includes, but is not limited to, substances defined as "hazardous substances," "hazardous materials," or "toxic substances" in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. Section 9601, et seq.; the Hazardous Materials Transportation Act, 49 U.S.C. Section 1801, et seq.; the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901, et. seq.; and those substances defined as hazardous, toxic, hazardous wastes, toxic wastes, or as hazardous or toxic substances by any law or statute now or after this date in effect in the state in which the Property is located; and in the regulations adopted and publications promulgated pursuant to those laws (all collectively "hazardous substance laws").

10. Permittee, upon completion of work, shall clean up and restore the worksite and repair any damage caused. Site shall be left in as found condition. EBMUD will inspect and approve the condition of the Permit Area and Permittee is responsible for all damage that may have been caused to the Permit Area or Property by the work performed.
11. It is understood by Permittee that this permission is subject to all existing rights, rights-of-way, reservations, and easements held by any other parties in and to the Property.

12. Permittee shall keep all gates closed and shall ensure that gates are locked upon conclusion of this Permit and/or at any time when Permittee is not on the Property.
13. If Permittee is authorized to store any equipment, debris, or materials on the Property, Permittee shall remove all equipment, debris, and materials, prior to conclusion of this Permit. Failure to do so will result in their removal by EBMUD at Permittee's cost.
14. Permittee's activities shall be subject to inspection by EBMUD.
15. It is understood by Permittee that all plants and animal life specimens, materials or artifacts found on the Property shall remain the property of EBMUD and shall not be removed without the prior written consent of EBMUD.
16. Permittee and/or its authorized agents, contractors and subcontractors shall not use EBMUD roads or the Property outside the permit area to access the Permittee's work area.
17. Permittee understands and agrees not to conduct any pile driving within 50 feet of the Property.
18. The type and weight of any and all equipment to be used by Permittee on the Property must be submitted to and approved in advance by EBMUD. Vibratory compaction equipment is prohibited over the aqueducts.
19. Gravity drainage of the Property shall be maintained.
20. All EBMUD survey monuments and markers shall be undisturbed. If any EBMUD survey marker must be disturbed, it will be replaced or relocated by EBMUD at Permittee's expense.
21. Permittee shall provide evidence of liability insurance and workers' compensation coverage. Permittee shall provide such evidence on the certificates attached to this permit. EBMUD shall be named as an additional insured.
22. Permittee agrees to require all of its authorized agents, contractors and subcontractors to comply with the terms and conditions of this permit.
23. Permittee understands and agrees that all work and use of the Property shall cease and terminate by the date shown above.
24. If traffic plating is utilized during construction, all open excavations shall be covered and protected, and permanent paving and road markings shall all comply with the County's requirements and approved plans.
25. Permittee agrees that in accordance with generally accepted construction practices, Permittee will be required to assume sole and complete responsibility for the job site conditions during the course of construction of the project, including the safety of all persons and property; that this requirement shall be made to apply continuously and not be limited to working hours.
26. The Permittee shall conform to the applicable construction safety orders of the Division of Industrial Safety of the State of California.

27. The Permittee shall comply with all State, County and City laws and ordinances, and regulations of the Department of Industrial Relations, O.S.H.A. and industrial accident commission relating to the safety and character of work, equipment, and personnel.
28. Work hours are restricted to Monday through Thursday from 7:00 AM to 3:30 PM and Fridays 7:00 AM to 2:30 PM.
29. All work is to comply with EBMUD's Supplement No. 1 to Procedure 718.