



December 17, 2018

ADDENDUM NO. 5 TO SPECIFICATION NO. 1338W
Perris II Desalination Facility

This addendum to the specifications is for the purpose of adding, clarifying, or deleting certain information to the construction drawings and project specifications as follows:

NOTICE INVITING BID

REVISE NIB-1 as follows:

NIB-1. Receipt of Bids. Sealed proposals (bids) for this project will be received and time-stamped by Eastern Municipal Water District no later than **2:00 p.m., THURSDAY, DECEMBER 20, 2018** (from time stamp clock) at which time and place they will be publicly opened.

Hand deliver/Fed Ex your bid to: EMWD, 2270 Trumble Road, Perris, CA, 92570

Mail your bid to: EMWD, P.O. Box 8300, Perris, CA 92572-8300

Bids are received at the Operations and Maintenance Center lobby only. Please follow the VENDORS/BIDDERS signs to the Operations and Maintenance parking lot, enter the lobby, and have your bids time-stamped by the Receptionist.

All bids submitted will become the property of EMWD and subject to disclosure under the Public Records Act. All bids will be posted on the website www.emwd.org approximately 10 days from bid opening.

SPECIAL CONDITIONS

REVISE SC-08 as follows:

SC-08. Insurance.

At all times during the life of this contract, Contractor and his subcontractors shall procure and maintain Commercial Liability, Automobile Liability, Workers Compensation, Equipment Floater and Installation Floater per Section F – General Conditions, F-04. **Contractor's and Subcontractor's Insurance.** Refer to Section F-04 for complete details, including required

insurance limits, deductibles, and endorsements. Note: An Aggregate limit (cap), Professional Employer Organization (PEO), or Self Insurance Plan is not acceptable.

In addition to the requirements noted above and found in Section F-04, the following shall apply to the **Prime Contractor** on this project:

Commercial Liability Insurance. Limits of insurance specified in section F-04.B, shall be changed to amounts not less than the following:

\$25,000,000 per each occurrence
\$25,000,000 General Aggregate Limit;
\$25,000,000 Products-Completed Operations Aggregate Limit;
\$5,000,000 Personal & Advertising injury limit;

Automobile Liability Insurance. Limits of insurance specified in section F-04.C, shall be changed to an amount not less than:

\$25,000,000 combined single limit.

Additional Insureds. The liability insurance required under Section F-04 under General Conditions shall include **EMWD, City of Menifee and California State Water Resources Control Board** as additional insured. Refer to Section F-04 for additional requirements pertaining to this section

Pollution Liability Coverage. The Contractor shall procure Pollution Liability Coverage in amounts not less than the following:

\$2,000,000 per each occurrence

Builder's All Risk insurance. The DISTRICT shall obtain the Builder's All Risk policy to include damage caused by Fire, Extended Coverage, Vandalism, and all other perils (AOP). **Builder's Risk Deductible:** The CONTRACTOR's risk of loss shall include the deductible on the Builders Risk contract.

The Prime contractor shall be listed on the Builder's Risk contract as Co-Named Insured along with the EMWD.

The CONTRACTOR is responsible for any and all deductibles per Section F-04 subsection D. Financial considerations to determine viability of such deductible remains at the District's discretion. Deductibles will be fully disclosed at the time of issuance of the Builder's Risk contract.

Any and all losses connected with the insurance policies in force for the District shall require cooperation of the CONTRACTOR in determining the cause of loss, the repair process, and the securing of information to determine settlement of said claim. Failure to comply with the adjuster's request or insurance carriers requests to settlement in a timely manner, will result in breach of contract.

The Builder's Risk contract is for a period of approximately 27 months - the estimated contracted time for completion. The Primary contractor shall be responsible for any additional premium charges if, for any reason, the project requires an extension of coverage, not caused solely by the District.





The Prime contractor will be listed as Co-Insured and a copy of the contract will be forwarded upon awarding of the project to the Prime contractor. Please note the deductibles negotiated with the Course of Construction carrier will be no more than \$100,000 each and every loss or incident for all covered perils. Earthquake/ Flood coverage is at the discretion of the District and will be noted as such upon awarding of the contract. EXCEPT \$50,000 deductible for Hot testing and Commissioning. Please refer to the contract for details.

Eastern Municipal Water District



Paul D. Jones II, P.E.
General Manager

PDJ.

PE: 
PM: 
DFE: 
DE: 

PDJ:CW:jl