



October 15, 2020

**ADDENDUM NO. 1 TO SPECIFICATION NO. 1341W**  
**Wells 201, 202 & 203 Phase 1B Conveyance Pipelines**

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:

**BIDDING REQUIREMENTS**

**00034 Agreement**

*REPLACE 00034 Agreement C08 with 00034 C08.1 Agreement Prop. 84, attached hereto.*

**NON-MANDATORY PRE BID WALK THROUGH**

A non-mandatory pre-bid walk-through meeting was conducted on 10/7/2020 at 9:00 a.m.

NOTE: Refer to EMWDs website to obtain the Pre Bid Walk-Through Sign-In Sheet.

**QUESTIONS & ANSWERS**

**Paulus Engineering**

Q1. We do not have a 5 million dollar public works project in the last 5 years but we do an average of 12 million in public works per year. Will this disqualify us if we do not have the single 5 million dollar contract amount?

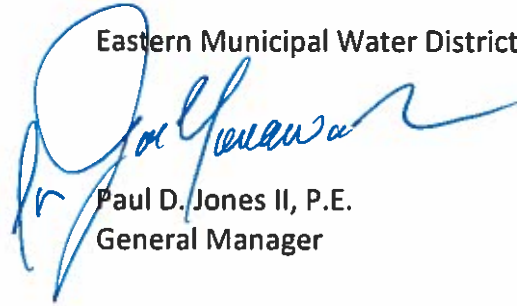
A1. The specs do not require a single 5 million dollar public works project. See section 00027 Bidder's Experience/Resumes provided in the specification.

**Colich & Sons, LP**

Q1. For the Wells 201, 202, & 203 Phase 1B project that bids on 10/29/20 are there any DBE requirements?

A1. There are no DBE requirements in the specification.

Eastern Municipal Water District



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

PE: ACU *for*  
PM: ACU  
DFE: BDM  
DE: SZ

PDJ:DC:ld:jrm:ae



## AGREEMENT

(Proposition 84 Funding Requirements)

THIS AGREEMENT, effective this \_\_\_\_\_ day of \_\_\_\_\_, in the year \_\_\_\_\_, by and between the EASTERN MUNICIPAL WATER DISTRICT, hereinafter designated as the "District", party of the first part, and

\_\_\_\_\_  
hereinafter designated as the Contractor, party of the second part,

WITNESSETH: That in consideration of the mutual covenants herein contained and other valuable consideration, the parties hereto agree as follows, to wit:

ARTICLE I. For and in consideration of the payments and agreements hereinafter mentioned to be made and performed by the District, the Contractor agrees with the District to perform the following work:

\_\_\_\_\_  
\_\_\_\_\_  
as set forth in Specification No. \_\_\_\_\_ and to perform and complete in a good and workmanlike manner all the work pertaining thereto shown on the drawings and described in the specifications hereto attached and by this reference made a part thereof, to furnish at his own proper cost and expense all tools, equipment, labor and materials necessary therefor, except such materials as in the said specifications are stipulated to be furnished by the District, and to do everything required by this Agreement and the said specifications and drawings.

ARTICLE II. The District will pay and the Contractor shall receive in full compensation therefor the prices named in \_\_\_\_\_ for \_\_\_\_\_ of the bidding sheet of the proposal hereto attached for furnishing all said materials and labors, furnishing and removing all plants, temporary works or structures, tools and equipment, and doing all the work contemplated and embraced in this Agreement; also for all loss and damage arising out of the nature of the work aforesaid, or from the action of the elements, or from any unforeseen difficulties which may arise or be encountered in the prosecution of the work until its acceptance by the District, and for all risks of every description connected with the work; also for all expenses incurred by or in consequence of the suspension or discontinuance of work;

except such as in the said specifications are expressly stipulated to be borne by the District; and for well and faithfully completing the work and the whole thereof, in the manner shown and described in the said drawings and specifications and in accordance with the requirements of the Engineer under them.

ARTICLE III. The District hereby promises and agrees with the said Contractor to employ, and does hereby employ the said Contractor to provide the materials and to do the work according to the terms and conditions herein contained and referred to, for the prices aforesaid, and hereby contracts to pay the same at the time, and in the manner and upon the conditions set forth in the specifications; and the said parties for themselves, their heirs, executors, administrators, successors, and assigns, do hereby agree to the full performance of the covenants herein contained.

ARTICLE IV. The Notice Inviting Bids, the Instructions to Bidders, the Proposal, Addenda, the Specifications, and the Drawings mentioned therein, all of which are hereto attached, are hereby incorporated in and made a part of this Agreement.

ARTICLE V. LABOR CODE SECTION 1860. In accordance with the provisions of Section 3700 of the Labor Code, every contractor will be required to secure the payment of compensation of his employees.

ARTICLE VI. SUBCONTRACTOR PAYMENT. Contractor must pay subcontractors for satisfactory performance within 30 days from the Contractor's receipt of payment from the District.

ARTICLE VII. EXECUTIVE ORDER 12549, DEBARMENT AND SUSPENSION. Contractors and its Subcontractors shall comply with Executive Order 12549.

ARTICLE VIII. NON-DISCRIMINATION. During the performance of this project, Contractors and its subcontractors shall not deny benefits to any person on the basis of religion, color, ethnic group identification, sex, age, physical or mental disability, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, religion, color, national origin, ancestry, physical handicap, mental disability, medical condition, marital status, age or sex. Contractors and its subcontractors shall ensure that the evaluation and treatment of employees and applicants for employment are free of such discrimination.

- a) Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Government Code Section 12900 et seq.), the regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285.0 et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Government Code Sections 11135-11139.7) and the regulations or standards adopted by the awarding State agency to implement such article.
- b) By signing this Agreement, Contractor assures the State Water Board that it shall comply with the requirements of the Americans with Disabilities Act (ADA) of 1990, (42 U.S.C. 12101 et seq.), which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA; the Civil Rights Act of 1964, as amended, 42 U.S.C. 2000d (1988) et seq.; Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. 794 (1989); Federal Water Pollution Control Act Amendments of 1972, Pub.L. No.92-500, 86 Stat 816; and the Age Discrimination Act of 1975, as amended, 42 U.S.C. 6102 (1994); together with all applicable regulations and guidelines adopted to implement same (collectively, the “Anti-Discrimination Laws”).
- c) Contractor agrees to collect and maintain information to show compliance with the Anti-Discrimination Laws including a list of discrimination complaints, reports of any compliance reviews conducted by other agencies descriptions of any pending discrimination-based lawsuits and data on the racial, ethnic, national origin, sex and handicap characteristics of the population it serves.
- d) Contractors agrees to cooperate with the State Water Board in all manner necessary to permit the State Water Board to adequately report to the United States Environmental Protection Agency on Contractor’s compliance with the Anti- Discrimination Laws.
- e) Contractors and its subcontractors shall give written notice of their obligations under this Article A-18 to labor organizations with which they have a collective bargaining or other agreement.
- f) Contractor's signature on this Agreement shall constitute a certification under the penalty of perjury under the laws of the State that Contractor has, unless exempted, complied with the nondiscrimination program requirements of Government Code Section 12990, and Title 2, California Code of Regulations Section 8103.

ARTICLE VIII. Except for sole negligence or willful misconduct of EMWD, the Contractor agrees at its sole cost and expense to protect indemnify, defend, and hold harmless Metropolitan and its Boards of Directors, officers, representatives, agents and employees from and against any and all claims and liability of any kind (including but not limited to, any claims or liability for injury or death to any person, damage to property, natural resources, or the environment, or water quality problems) that arise out of or relate to EMWD's approval, construction, operation, repair or ownership of the Project. Such indemnity shall include all damages and losses related to any claim made, whether or not a court action is filed, and shall include attorney fees, administrative and overhead costs, engineering and consulting fees and all other costs related to or arising out of such claim of liability, but shall exclude damages and losses that arise from the sole negligence or willful misconduct of EMWD.

ARTICLE X. By entering into an agreement with EMWD, the Contractors certifies under the penalty of perjury under the laws of State of California that Grantee is in compliance with Public Contract Code section 10295.3

ARTICLE XI. By entering into an agreement with EMWD, the Contractor, its employees and subcontractors shall not engage in any business transactions or other activities prohibited by any laws, regulations, or Executive orders related to terrorism, trade embargoes or money laundering ("Anti-Terrorism Laws"), including Executive Order No. 13224 on Terrorist financing, effective September 24, 2001 ("The Executive Order"), the Patriot Act, and the regulations administered by the Office of Foreign Assets Control ("OFAC") of the U.S. Department of Treasury, including those parties named on OFAC's specifically designated nationals and blocked persons list.

ARTICLE XII. "Dispute Resolution (Per Public Contract Code § 9204) Upon receipt by District of a claim by Contractor for a time extension or payment, sent by registered mail or certified mail with return receipt requested, District shall, within 45 days, review the claim and provide Contractor a written statement indicating what portion of the claim is disputed and what portion is undisputed. Contractor shall furnish reasonable documentation to support the claim, and, upon mutual agreement, this time period may be extended.

If District requires Board approval to issue its written statement to Contractor, and the Board does not meet within the 45 days or mutually agreed upon time extension, District shall have 3 days after its next regular Board meeting following the expiration of the 45-day period or extension to provide Contractor with its written statement.

Any payments owed Contractor on undisputed portions of its claim shall be made by District within 60 days of issuance of its written statement.

If Contractor disputes District's written response, or if District fails to provide a written response, Contractor may demand an informal settlement conference. Such demand shall be made in writing, sent by registered mail or certified mail, return receipt requested, and District shall schedule the settlement conference within 30 days of receiving demand.

Within 10 days following any settlement conference, District shall issue a second written statement indicating which portions of the claim are disputed and which portions are undisputed.

Any payments owed for undisputed portions of the claim shall be made within 60 days of District's written statement.

Any remaining disputed portions of the claim shall be submitted to non-binding arbitration. If the Parties cannot agree on a mediator within 10 days after the disputed portion has been identified, each Party shall select a mediator, and those mediators shall select a neutral to conduct the mediation.

If mediation is unsuccessful, the portions of the claim remaining in dispute shall be subject to applicable procedures provided by law. If the matter is litigated, the mediation conducted pursuant to this provision shall satisfy the Parties' obligations under section 20104.4 to mediate after litigation has commenced.

Failure by District to comply with this provision shall result in the claim being denied in its entirety.

The procedures set forth in this provision shall apply to subcontractors and lower tier subcontractors, who may request that Contractor submit a claim to District on their behalf. If such a request is made, Contractor shall notify the requesting subcontractor within 45 days whether Contractor submitted the claim to District, and if not, the reasons therefor."

IN WITNESS WHEREOF: The parties hereto have caused this contract to be executed the day and year first above written.

EASTERN MUNICIPAL WATER DISTRICT

Date: \_\_\_\_\_

(District Seal)

By: \_\_\_\_\_

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

ATTEST:

\_\_\_\_\_

, Secretary

\_\_\_\_\_

(Contractor)

Date: \_\_\_\_\_

By: \_\_\_\_\_

(Signature)

\_\_\_\_\_

(Print or type name & title)