

**CENTRAL COAST WATER AUTHORITY**  
**ADDENDUM #2**  
**DATE OF ISSUE: JANUARY 12, 2021**  
**SANTA YNEZ PUMPING PLANT - SURGE TANK PEDESTAL REPLACEMENT**  
**REQUEST FOR BIDS - DECEMBER 24, 2020**

Addendum #2 is to postpone the Bid Opening to January 18<sup>th</sup>, 2021, document corrections to the Bid Documents and to provide clarification regarding the concrete stair demolition and reconstruction. The sections of the Request For Bids that have been modified are presented below. Additional language are underscored and deletions are shown with strikethrough font. In the case of attachments to this Addendum #2, each page that is attached will fully replace the corresponding page in the Bid Documents.

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OPENING OF BIDS: The Bids will be publicly opened and read at 3:30 p.m. on January 6<sup>th</sup> ~~18~~<sup>18</sup>, 2021 at the above-mentioned location for receipt of Bids. However, due to current COVID19 social distancing protocol, the General Public and Bidders will not be allowed to enter the Board Room, nor allowed to enter the CCWA Administrative Office Building. The General Public and Bidders will be able to witness the Bid Opening through the CCWA RingCentral Meeting Application, which can be accessed through the following link:

Join from PC, Mac, Linux, iOS or Android: <https://meetings.ringcentral.com/j/1490610614>  
For the best audio experience, please use computer audio.

Or Telephone:  
Dial +1(623)4049000 (US West)  
Meeting ID: 149 061 0614

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Typographical errors were identified within the Bid Documents. The Project title was mistakenly listed as "WTP Staff Office Project" rather than the Santa Ynez Pumping Plant Surge Tank Pedestal Replacement Project in the (1) Bid Schedule, (2) Bid Bond, (3) Article 1 of the Agreement, (4) Performance Bond, (5) Payment Bond and (6) Notice to Proceed Form. Corrected versions of each of these pages are attached to this Addendum #2.

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The Word "Preliminary" is shown on Drawings Sheet 2 through 5 in the lower right hand corner. This word will be removed, as the drawings are finalized for construction. A revised drawing set without the word "Preliminary" will be reissued and provided prior to construction and before contract award.

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In response to a potential bidder question regarding the demolition and replacement of the stairs within the Surge Tank location, please be advised that Drawing S-O1, Sheet 2, Note 5 indicates **only one set of concrete stairs** will be demolished and reconstructed. This stairs is located on the northeast corner of the Surge Tank enclosure and is flagged in the drawing by a cloud and Note 5.

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In response to a potential bidder question regarding the coating the interior of the surge tank, CCWA will exclude this task from the project.

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**ADDENDUM #2**  
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**REQUEST FOR BIDS - DECEMBER 24, 2020**

**ACKNOWLEDGEMENT OF ADDENDUM #2**

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Signature and Date

**ATTACHMENTS**

Revised Bid Schedule – one page  
Revised Bid Bond – one page  
Revised Article 1 of the Agreement – one page  
Revised Performance Bond – one page  
Revised Payment Bond – one page  
Revised Notice to Proceed Form – one page

**BID SCHEDULE: Central Coast Water Authority (CCWA) Santa Ynez Pumping Plant  
Surge Tank Pedestal Replacement**

All bidders shall complete the attached Bid Schedule and include it with their bid. Furnish all labor, materials, equipment, applicable taxes, and incidentals necessary for the accomplishment of the following specific work items, each being the LUMP SUM PRICE for the specific item:

<b>Item No.</b>	<b>Description</b>	<b>Estimated Quantity/ Unit</b>	<b>Unit Price</b>	<b>Total Amount</b>
1	Mobilization, bonds and insurance.	Lump Sum		\$5,000
2	Temporary removal of surge tank and appurtenances, demolition and disposal of pedestals and access stairs, reconstruction of pedestals and access stairs, reinstallation of surge tank and appurtenances to full functionality, as described in the drawings and specifications	Lump Sum		
3	Demobilization	Lump Sum		
<b>Total Amount Bid Price Item 1- 3</b>			\$	

TOTAL BASE BID PRICE \$ \_\_\_\_\_  
(Price in Figures)

\_\_\_\_\_ (Price in Words)

(Price in Words)

Bidders shall provide prices for all items. Any award will include all items in one contract. In case of discrepancies, the unit prices will govern.

The project will be awarded to the responsible bidder that offers the lowest overall cost to CCWA for the Base Bid. CCWA reserves the right to reject all bids. It is understood the foregoing quantities are approximate only and are solely for the purpose of facilitating the comparison of bids. The Contractor's compensation will be computed upon the basis of the actual quantities in the complete work, whether they are more or less than those shown.

**BID BOND**

KNOW ALL MEN BY THESE PRESENTS,

That \_\_\_\_\_ as Principal, and  
\_\_\_\_\_ as Surety, are  
held and firmly bound unto the Central Coast Water Authority hereinafter called "CCWA," in the sum  
of \_\_\_\_\_  
\_\_\_\_\_ dollars,  
(not less than ten percent (10%) of the total amount of the Bid)

for the payment of which sum, well and truly to be made, we bind ourselves, our heirs, executors,  
administrators, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, said Principal has submitted a Bid to said CCWA to perform the WORK required under  
the bidding schedule of CCWA's Contract Documents entitled "Central Coast Water Authority (CCWA)  
Santa Ynez Pumping Plant Surge Tank Pedestal Replacement."

NOW THEREFORE, if said Principal is awarded a contract by CCWA and, within the time and in the  
manner required in the "Notice Inviting Bids" and the "Instructions to Bidders" enters into a written  
Agreement on the form of agreement bound with said Contract Documents, furnishes the required  
certificates of insurance, and furnishes the required Performance and Payment Bonds, then this  
obligation shall be null and void, otherwise it shall remain in full force and effect. The Surety stipulates  
and agrees that the obligations of said Surety shall in no way be impaired or affected by an extension  
of the time within which CCWA may accept such Bid and Surety further waives notice of any such  
extension. In the event suit is brought upon this bond by CCWA and CCWA prevails, said Principal  
and Surety shall pay all costs incurred by CCWA in such suit, including a reasonable attorney's fees  
and costs to be fixed by the court.

SIGNED AND SEALED, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_  
(Principal)

\_\_\_\_\_  
(Surety)

(SEAL)

(SEAL)

By: \_\_\_\_\_  
(Signature)

By: \_\_\_\_\_  
(Signature)

(SEAL AND NOTARY ACKNOWLEDGEMENT OF SURETY)

## AGREEMENT

THIS AGREEMENT is dated as of the \_\_\_\_ day of \_\_\_\_\_ in the year 20\_\_ by and between the Central Coast Water Authority (OWNER) and \_\_\_\_\_ (CONTRACTOR).

OWNER and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

### ARTICLE 1. GENERAL

CONTRACTOR shall complete in a workmanlike manner, all Work specified or indicated under the Contract Documents entitled "Central Coast Water Authority (CCWA) Santa Ynez Pumping Plant Surge Tank Pedestal Replacement" and in accordance with the Contract Documents, and furnish at CONTRACTOR's own expense, all labor, materials, equipment, tools, transportation, and services necessary for completing the Work, except for materials, equipment, and services to be furnished by OWNER and to do everything required by the Contract Documents for the sum of \$\_\_\_\_\_.

The Work is generally described as follows: The WORK generally consists of Construction of a masonry building and associated work as described in the Contract Documents. The work will be performed at an active water treatment facility that has CCWA staff working full time. The building location is in an undeveloped area adjacent to the Administration Building located at the Water Treatment Plant.

### ARTICLE 2. CONTRACT TIMES

The Work shall be completed within the number of calendar days as cited in the Notice Inviting Bidders from the commencement date stated in the Notice to Proceed.

### ARTICLE 3. CONSIDERATION

Contractor agrees to perform the Work according to the terms of this Agreement for the above-mentioned price and OWNER agrees to pay CONTRACTOR at the time, in the manner, and upon the conditions stipulated in the Contract Documents. OWNER and CONTRACTOR, for themselves, their heirs, executors, administrators, successors and assigns, agree to the full performance of the covenants contained in this Agreement and the Contract Documents.

### ARTICLE 4. LIQUIDATED DAMAGES

OWNER and the CONTRACTOR recognize that time is of the essence of this Agreement and that the OWNER will suffer financial loss if the Work is not completed within the time specified in Article 2, plus any extensions thereof allowed in accordance with the terms of the Contract Documents. The parties also recognize that the amount of OWNER's actual damages in the event of such delays are impractical and infeasible to determine at this time. Accordingly, the OWNER and the CONTRACTOR agree that as liquidated damages for delay (but not as a penalty), the CONTRACTOR shall pay the OWNER \$1,000 for each day that expires after the time specified in Article 2, plus any extensions, until actual completion of the Work. The payment of liquidated damages pursuant to this Article is for the limited purpose of compensating OWNER for the costs and expenses associated with the delay in receiving the benefits and use of the Work and not for other damages that may be incurred by the OWNER. The CONTRACTOR's responsibility for or payment of liquidated damages shall not in any way preclude the OWNER from pursuing any of its

**PERFORMANCE BOND**

KNOW ALL MEN BY THESE PRESENTS,

That \_\_\_\_\_ as CONTRACTOR, and \_\_\_\_\_ as Surety, a surety corporation, organized and existing under and by virtue of laws of the State of \_\_\_\_\_, and duly authorized to transact business within the State of California are held and firmly bound unto the Central Coast Water Authority hereinafter called "OWNER," in the sum of \_\_\_\_\_ dollars, lawful money of the United States of America, for the payment of which sum, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, OWNER has awarded to CONTRACTOR a contract (Contract), the terms and provisions of which Contract are incorporated by reference and made part of this bond, for constructing the Work as specified or indicated in the Contract Documents entitled "Central Coast Water Authority (CCWA) Santa Ynez Pumping Plant Surge Tank Pedestal Replacement."

WHEREAS, CONTRACTOR has entered into, or is about to enter into, the Contract with OWNER and is required to furnish a bond for the faithful performance of the Contract.

NOW THEREFORE, the condition of this obligation is such that if CONTRACTOR, his or its heirs, executors, administrators, successors, or assigns, shall abide by, keep, and perform all the covenants, conditions, requirements, obligations, and provisions of the Contract, any alterations made to the Contract, or any regulations pertaining to the Contract, to be performed on its or his part, at the times and in the manner specified therein, and shall indemnify, defend and hold harmless OWNER, its officers, agents, and employees as provided in the Contract, then this obligation shall be null and void, otherwise it shall remain in full force and effect.

The Surety stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the Contract or the Work shall in any way release Surety or affect its obligations on this bond and Surety further waives notice of any such change, extension of time, alteration, or addition to the Contract as required by California Civil Code Section 2819 and 2845, or otherwise.

As part of the obligations secured by this bond, in addition to the above face amount, there shall be included all costs and expenses incurred by OWNER, including actual attorneys' fees and costs, in successively enforcing such obligations, all to be taxed as costs and included in any judgment.

Whenever CONTRACTOR shall be, and declared by OWNER in default under the Contract, Surety, upon written notification from OWNER, shall promptly remedy the default or promptly pay the amount of this bond to OWNER.

As a condition precedent to the satisfactory completion of the Contract, the above obligation in the said amount shall hold good for a period of 1 year after the completion and acceptance of the Work, during which time if the above bound Principal, its heirs, executors, administrators, successors, or assigns shall fail to make full, complete, and satisfactory repair and replacements or totally protect OWNER from loss of damage made evident during said period of one year from the date of acceptance of the work under the Contract, and resulting from or caused by defective materials or faulty workmanship in the prosecution of the work done, the above obligation in said amount shall

**PAYMENT BOND**

KNOW ALL MEN BY THESE PRESENTS,

That \_\_\_\_\_ as CONTRACTOR, and \_\_\_\_\_ as Surety, a surety corporation, organized and existing under and by virtue of laws of the State of \_\_\_\_\_, and duly authorized to transact business within the State of California are held and firmly bound unto the Central Coast Water Authority hereinafter called "OWNER," in the sum of \_\_\_\_\_dollars, lawful money of the United States of America, for the payment of which sum, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, OWNER has awarded to CONTRACTOR a contract (Contract), the terms and provisions of which Contract are incorporated by reference and made part of this bond, for constructing the Work as specified or indicated in the Contract Documents entitled "Central Coast Water Authority (CCWA) Santa Ynez Pumping Plant Surge Tank Pedestal Replacement."

WHEREAS CONTRACTOR has entered into, or is about to enter into, the Contract with OWNER and is required to furnish a bond for the payment of materials, labor, and services of the Contract as more fully described in this bond.

WHEREAS, CONTRACTOR is required under the terms of said contract to furnish a bond providing that if CONTRACTOR, or any of its subcontractors, shall fail to pay for any materials, provisions, or other supplies used in, upon, for, or about the performance of the work under said contract, or for any work or labor done thereon of any kind, the Surety of this bond will pay the same to the extent hereinafter set forth:

NOW, THEREFORE, if said CONTRACTOR, its subcontractors, its heirs, executors, administrators, successors, or assigns, shall fail to pay for any materials, provisions, provender, equipment or other supplies used in, upon, for or about the performance of the Work contracted to be done, or for any Work or labor thereon of any kind, or for amounts due under the Unemployment Insurance Code with respect to such labor, all as required by the provisions of Title 15, Chapter 7, Sections 3247-3252 inclusive, of the Civil Code of the State of California and acts amendatory thereof, and sections of other codes of the State of California referred to therein and acts amendatory thereof, and provided that the persons, companies, or corporations so furnishing said materials, provisions, provender, equipment, or other supplies, appliances, or power used in, upon, for, or about performance of the Work contracted to be executed or performed, or any person, company, or corporation renting or hiring implements or machinery or power for or contributing to said Work to be done, or any person who performs Work or labor upon the same, or any person who supplies both Work and materials therefore, shall have complied with the provisions of said laws, then said Surety will pay the same in an amount not exceeding the sum set forth above and also will pay, in case suit is brought upon this bond, reasonable attorney's fees and costs incurred in successfully enforcing this bond, as fixed by the Court.

This bond shall inure to the benefit of any and all persons named in Section 3181 of the Civil Code of the State of California so as to give a right of action to them or their assigns in any suit brought upon this bond.

The Surety stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the Contract or the Work shall in any way release Surety or affect its obligations on this

**NOTICE TO PROCEED**

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

To: [Name and Address of Contractor]  
\_\_\_\_\_  
\_\_\_\_\_

Project Description:           CENTRAL COAST WATER AUTHORITY  
                                  “SANTA YNEZ PUMPING PLANT SURGE TANK PEDESTAL REPLACEMENT”

You are notified to commence Work in accordance with the Agreement dated [Date of Contract] on [Commencement Date], and you are to complete the Work within [Days for Completion] consecutive calendar days thereafter. The date of completion of all Work is, therefore, [Date of Completion].

Central Coast Water Authority

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Name)

\_\_\_\_\_  
(Title)

Acknowledgment of Notice

Receipt of the above Notice to Proceed is hereby acknowledged by

\_\_\_\_\_

This \_\_\_\_ day of \_\_\_\_\_, 20\_\_

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Name)

\_\_\_\_\_  
(Title)