

ADDENDUM NO. 1

Date of Issue: 3 July 2019

To all prospective bidders of record on the Work titled:

HATTON CANYON SEWER REPLACEMENT PROJECT

The Bid Documents are modified as follows. This Addendum is part of the Contract Documents and modifies the original documents dated July 2019.

Acknowledge receipt of this Addendum by submitting a signed copy of this addendum with the Bid. Failure to do so may subject the Bidder to disqualification.

This Addendum consists of 7 pages including this page:



CARMEL AREA WASTEWATER DISTRICT

Rachél Lather, M.S., P.E.

Signature Of Bidder To
Acknowledge Receipt Of Addendum

CHANGES TO SECTION 0 – FRONT END DOCUMENTS-INSTRUCTIONS TO BIDDERS

REVISE: PRE-BID MEETING, EXAMINATION OF SITE paragraph 1 to:

A mandatory pre-bid meeting will be held on Tuesday, July 16, 2019 at 10:00AM at the District's office, 3945 Rio Road, Carmel, CA 93922. Prospective Bidders will visit the location of proposed work with the District Engineer. Meeting shall conclude at or before noon.

SPECIAL CONDITIONS add after last paragraph, as follows:

The three (3) lowest Bidders shall submit, within the specified time after receipt of Bids, one (1) copy of all documentary information generated in preparation of Bid prices for this Project. This material is hereinafter referred to as "Escrow Bid Documents." The Escrow Bid Documents of the Successful Bidder will be held in escrow for the duration of the contract.

Add after SPECIAL CONDITIONS, as follows:

ESCROW BID DOCUMENTS

A. Scope

The Successful Bidder agrees, as a condition of award of the contract, that the Escrow Bid Documents constitute the complete, only, and all documentary information used in preparation of his Bid. No other Bid preparation information shall be considered in resolving disputes.

Nothing in the Escrow Bid Documents shall change or modify the terms or conditions of the Contract Documents.

B. Ownership

The Escrow Bid Documents are, and shall always remain, the property of Contractor, subject only to joint review by Owner and Contractor, as provided in this Document.

Owner stipulates and expressly acknowledges that the Escrow Bid Documents, as defined in this Document, constitute trade secrets. This acknowledgment is based on Owner's express understanding that the information contained in the Escrow Bid Documents is not known outside the Bidder's business, is known only to a limited extent and only by a limited number of employees of the Bidder, is safeguarded while in Bidder's

possession, is extremely valuable to Bidder, and could be extremely valuable to Bidder's competitors by virtue of it reflecting Bidder's contemplated techniques of construction. Owner acknowledges that the Bidder expended substantial sums of money in developing the information included in the Escrow Bid Documents and further acknowledges that it would be difficult for a competitor to replicate the information contained therein. Owner further acknowledges that the Escrow Bid Documents and the information contained therein are made available to Owner only because such action is an express prerequisite to award of the contract. Owner further acknowledges that the Escrow Bid Documents include a compilation of information used in the Bidder's business, intended to give the Bidder an opportunity to obtain an advantage over competitors who do not know of or use the contents of the documentation. Owner agrees to safeguard the Escrow Bid Documents, and all information contained therein, against disclosure to the fullest extent permitted by law.

C. Program

Escrow Bid Documents will be used to assist in the negotiation of price adjustments and Change Orders and in the settlement of disputes, claims, and other controversies. They will not be used for pre-award evaluation of Contractor's anticipated methods of construction or to assess Contractor's qualifications for performing the Work.

D. Format and Contents

Bidders may submit Escrow Bid Documents in their usual cost-estimating format. It is not the intention of this section to cause the Bidder extra work during the preparation of the Bid, but to ensure that the Escrow Bid Documents will be adequate to enable complete understanding and proper interpretation for their intended use. The Escrow Bid Documents shall be in the language of the Specifications.

It is required that the Escrow Bid Documents clearly itemize the estimated costs of performing the work of each Bid item contained in the Bid schedule. Bid items should be separated into sub-items as required to present a complete and detailed cost estimate and allow a detailed cost review. The Escrow Bid Documents shall include all quantity takeoffs; crew; equipment; calculations of rates of production and progress; copies of quotations from equipment manufacturers, Subcontractors, and Suppliers; and memoranda, narratives, consultants' reports, add/deduct sheets, and all other information used by the Bidder to arrive at the prices contained in the Bid Form. Estimated costs should be broken down into the Bidder's usual estimate categories, such as direct labor, repair labor, equipment operation, equipment ownership, expendable materials, permanent materials, and

subcontract costs as appropriate. Plant and equipment and indirect costs should be detailed in the Bidder's usual format. Contractor's allocation of plant and equipment, indirect costs, contingencies, markup, and other items to each Bid item shall be included.

All costs shall be identified. For Bid items amounting to less than \$10,000, estimated unit costs are acceptable without a detailed cost estimate, provided that labor, equipment, materials, and subcontracts, as applicable, are included, and provided that indirect costs, contingencies, and markup, as applicable, are allocated.

Bidding Documents provided by the Owner should not be included in the Escrow Bid Documents unless needed to comply with the requirements of this section.

E. Submittal

The Escrow Bid Documents shall be submitted in a sealed container within forty-eight (48) hours after the time of receipt of Bids. The container shall be clearly marked on the outside with the Bidder's name, date of submittal, project name, and the words "Escrow Bid Documents."

The Escrow Bid Documents shall be accompanied with the "Bid Documentation Certification", signed by an individual authorized by the Bidder to execute the Bid Form, stating that the material in the Escrow Documentation constitutes the complete, only, and all documentary information used in preparation of the Bid and that he has personally examined the contents of the Escrow Bid Documents container and has found that the documents in the container are complete.

Prior to award, Escrow Bid Documents of the apparent Successful Bidder will be unsealed, examined, organized, and inventoried by representatives of Owner, together with members of Contractor's staff who are knowledgeable in how the Bid was prepared.

This examination is to ensure that the Escrow Bid Documents are authentic, legible, and complete. It will not include review of, and will not constitute approval of, proposed construction methods, estimating assumptions, or interpretations of Contract Documents. This examination is subject to the condition that, as trade secrets, the Escrow Bid Documents are proprietary and confidential as described in this Document. Examination will not alter any condition(s) or term(s) of the contract.

If all the documentation required in this Document has not been included in the original submittal, additional documentation shall be submitted, at

Owner's discretion, prior to award of the contract. The detailed breakdown of estimated costs shall be reconciled and revised, if appropriate, by agreement between Contractor and Owner before making the award.

If the contract is not awarded to the apparent Successful Bidder, the Escrow Bid Documents of the Bidder next to be considered for award shall be processed as described above.

Timely submission of complete Escrow Bid Documents is an essential element of the Bidder's responsibility and a prerequisite to contract award. Failure to provide the necessary Escrow Bid Documents will be sufficient cause for Owner to reject the Bid.

If the Bidder's proposal is based on subcontracting any part of the Work, each Subcontractor whose total subcontract price exceeds 5 percent of the total Contract Price proposed by the Bidder shall provide separate Escrow Bid Documents to be included with those of the Bidder. These documents will be opened and examined in the same manner and at the same time as the examination described above for the apparent Successful Bidder.

If Contractor subcontracts any portion of the Work after award, Owner retains the right to require Contractor to submit Escrow Bid Documents from the Subcontractor before the subcontract is approved.

Escrow Bid Documents submitted by unsuccessful Bidders will be returned unopened, unless opened as provided above, as soon as they are no longer needed by Owner and no later than immediately following award of the contract.

F. Storage

The Escrow Bid Documents of the Successful Bidder will be placed in escrow prior to award of the contract, for the life of the contract, in a mutually agreeable institution. The cost of storage will be paid by Owner.

G. Examination after Award of Contract

The Escrow Bid Documents shall be examined by both Owner and Contractor, at any time deemed necessary after award of the contract by either Owner or Contractor, to assist in the negotiation of price adjustments and Change Orders, or the settlement of disputes.

Examination of the Escrow Bid Documents after award of the contract is subject to the following conditions:

1. As trade secrets, the Escrow Bid Documents are proprietary and confidential as described in this Document.

2. Owner and Contractor shall each designate, in writing to the other party and a minimum of 10 days prior to examination, representatives who are authorized to examine the Escrow Bid Documents. No other person shall have access to the Escrow Bid Documents.
3. Access to the Escrow Bid Documents will take place only in the presence of duly designated representatives of both Owner and Contractor.

H. Final Disposition

The Escrow Bid Documents will be returned to Contractor at such time as the contract has been completed and final settlement has been achieved, and after any and all disputes between Owner and Contractor have been fully resolved.

BID DOCUMENTATION CERTIFICATION

To be submitted by each bidder within forty-eight (48) hours after the time of receipt of Bids and by each Subcontractor whose total subcontract price exceeds 5 percent of the total Contract Price proposed by the Bidder

---- CERTIFICATION ----

I, THE UNDERSIGNED, HEREBY CERTIFY THAT THE BID DOCUMENTATION CONTAINED HEREIN CONSTITUTES THE COMPLETE, ONLY, AND ALL DOCUMENTARY INFORMATION USED IN PREPARATION OF THE BID AND THAT I HAVE PERSONALLY EXAMINED THESE CONTENTS AND HAVE FOUND THAT THIS BID DOCUMENTATION IS COMPLETE.

BY: _____

TITLE: _____

FIRM: _____

DATE: _____

END OF DOCUMENT