

ADDENDUM NO. 1
CUT-OFF WALL INSTALLATION
WORK ORDER: F02851
AREA: CITY OF SAN BERNARDINO
FCD SYSTEM NO.: 2-105-1A

BIDS OPEN 10:00 AM, THURSDAY, JANUARY 22, 2025

By Email via ePro System

The bid opening will be publicly viewable via goto.com, details are available in the Notice to Bidders pages of the Project Special Provisions.

Amend the Project Special Provisions as follows:

1. DIVISION I GENERAL PROVISIONS

a. Add to Section 7.02K(6)(f) WORKERS TRAINING

All workers working within Metrolink/SCRRA right-of-way must comply with all requirements per Metrolink "Temporary right-of-entry agreement" in the "Brown pages" including safety training. Compensation for such workers' training shall be included in various bid items of the project.

b. Under Section 7 LEGAL RELATIONS AND RESPONSIBILITY TO THE PUBLIC, replace the paragraph that starts with "Additional Insured – All policies, except for the Workers' Compensation, Errors and Omissions and Professional Liability policies, shall contain", with:

Additional Insured – All policies, except for the Workers' Compensation, Errors and Omissions and Professional Liability policies, shall contain endorsements naming the **San Bernardino County** (a separate, legal public entity), and the **San Bernardino County Flood Control District** (a separate, legal public entity), collectively referred to in this section as the County, and all of their officers, employees, agents and volunteers as additional insureds with respect to liabilities arising out of the performance of services hereunder. Additionally, all policies, except for the Workers' Compensation, Errors and Omissions and Professional Liability policies, shall contain endorsements naming the City of San Bernardino, San Bernardino County Transportation Authority (SBCTA), Southern California Regional Railroad Authority (SCRRA) dba METROLINK, Los Angeles County Metropolitan Transportation Authority (MTA), Burlington Northern Santa Fe Corporation (BNSF), Orange County Transportation Authority (OCTA), Union Pacific Railroad Company (UPRR), Riverside County Transportation Commission (RCTC) National Railroad Passenger Corporation (AMTRAK), and Ventura County Transportation Commission (VCTC), and all of their officers, employees, agents and volunteers as additional insureds with respect to liabilities arising out of the performance of services hereunder.

c. Under Section 7 LEGAL RELATIONS AND RESPONSIBILITY TO THE PUBLIC, replace the paragraph that starts with "Workers' Compensation/Employers Liability – A program of Workers' Compensation insurance or a state-approved self-insurance program....", with:

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Workers' Compensation/Employers Liability – A program of Workers' Compensation insurance or a state-approved self-insurance program in an amount and form to meet all applicable requirements of the Labor Code of the State of California, including Employer's Liability, bodily injury by accident with \$1,000,000 per accident, bodily injury by disease with \$1,000,000 policy limit/\$1,000,000 each employee, covering all persons including volunteers providing services on behalf of the Contractor and all risks to such persons under this contract.

- d. Under Section 7 **LEGAL RELATIONS AND RESPONSIBILITY TO THE PUBLIC**, replace the paragraph that starts with "**Commercial/General Liability Insurance** – The Contractor shall carry General Liability Insurance covering all operations performed by or on behalf", and delete the corresponding table, with:

Commercial/General Liability Insurance – The Contractor shall carry General Liability Insurance covering all operations performed by or on behalf of the Contractor providing coverage for bodily injury and property damage with minimum combined single limits, per occurrence, of \$7,000,000.

- e. Under Section 7 **LEGAL RELATIONS AND RESPONSIBILITY TO THE PUBLIC**, replace the paragraph that starts with "**The Automobile Liability Insurance** – Primary insurance coverage shall be written on ISO Business Auto coverage form for all owned, hired....", and delete the corresponding table, with:

Automobile Liability Insurance – Primary insurance coverage shall be written on ISO Business Auto coverage form for all owned, hired and non-owned automobiles or symbol 1 (any auto). The policy shall have minimum combined single limit for bodily injury and property damage, per occurrence, of \$5,000,000.

- f. Under Section 7 **LEGAL RELATIONS AND RESPONSIBILITY TO THE PUBLIC**, add "**Railroad Protective Liability Insurance**" after the "**Automobile Liability Insurance** with:

Railroad Protective Liability Insurance – Provide insurance coverage with respect to the operations, including any of the subcontractors perform on the right-of-way, Railroad Protective Liability Insurance, AAR-AASHTO (ISO/RIMA) in the name of the SCRRA with additional insured specified above.

The policy shall have limits of liability of not less than \$2 million per occurrence, combined single limit, for coverage and for losses arising out of injury to or death of all persons and for physical loss or damage to or destruction of Property, including the loss of use thereof. A \$6 million annual aggregate shall apply.

If coverage is provided on the London claims-made form, the following provisions shall apply:

A. The limits of liability shall be not less than \$3 million per occurrence, combined single limit. A \$9 million aggregate may apply.

B. Declarations item 6, extended claims made date, shall allow an extended claims made period no shorter than the length of the original policy period plus one year.

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C. If equivalent or better, wording is not contained in the policy form, the following endorsement must be included:

It is agreed that "physical damage to Property" means direct and accidental loss of or damage to rolling stock and their contents, mechanical construction equipment or motive power equipment, railroad tracks, roadbed, catenaries, signals, bridges or buildings.

For certain low-hazard activity, Contractor may request that the SCRRA and Member Agency waive the requirement to provide the Railroad Protective Liability Insurance. If the exposure to the track is physically separated by a building, floor or a continuous fence (no thoroughfares) and the employees of the Contractor are explicitly notified that they are not permitted to have any contact with the track, the Railroad Protective Liability Insurance requirement may be waived by SCRRA's Manager Public Projects or his/her designated representative.

g. Add to Section 19-7.02A GENERAL

3. Tested by a certified hazardous waste testing laboratory before delivery to site. Compensation for such testing is included in bid item No. 12, "Imported Borrow" of the project.

Amend the BROWN PAGES as follows:

1. **Add** ATTACHMENT A "SBCTA Contract No. 24-1003101 License Agreement Between SBCTA and San Bernardino County Flood Control District"

Amend the GREEN PAGES as follows:

1. **Delete** Enlarged Plan (Sheet 3 of 7) and **replace** with ATTACHMENT A "Addendum No. 1 Enlarged Plan (Sheet 3 of 7)"
2. **Add** ATTACHMENT B "Addendum No. 1 Sprint Std Dwg B - Manhole Concrete Apron"

QUESTIONS AND ANSWERS:

a. **Question:** Please provide what concrete mix to be used.

Answer: Concrete mix shall be per Section 90-2 Minor Concrete of Special Provisions.

b. **Question:** Do we need Railroad insurance? Do we need Railroad Flagman and who will be responsible for the cost?

Answer: Yes, Railroad insurance is required per Metrolink "Temporary right-of-entry agreement", SCRRA Form No. 6, Exhibit "A" in the Brown Pages, and this is also shown in this Addendum No. 1 on amendment to the Special Provisions. Flagman services will be provided by Metrolink/SCRRA and no cost to the contractor.

c. **Question:** Can you provide as-built for the wall? Is there a soldier pile underneath the footing, if so, how deep?

Answer: As-built is not available.

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d. Question: How much is the engineer's estimate and allowance?

Answer: Per advised by County Counsel no engineer's estimate is to be provided for any transportation and flood control advertised projects.

e. Question: How many days for completion of work?

Answer: Completion period is 10 working days per Section 8-1.04B Standard Start of the Special Provisions.

f. Question: How much is liquidated damages?

Answer: Refer to Liquidated Damages Table in Section 8-1.10A General of the Special Provisions.

Make the following information available for bidders:

Attachments:

ATTACHMENT A: "SBCTA Contract No. 24-1003101 License Agreement Between SBCTA and San Bernardino County Flood Control District"

ATTACHMENT B: Addendum No. 1 Enlarged Plan (Sheet 3 of 7)

ATTACHMENT C: Addendum No. 1 Sprint Std Dwg B - Manhole Concrete Apron

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The addition of these requirements shall be considered in concert with existing documents in preparation of bids. **THE BIDDER'S CERTIFICATION FOR THIS ADDENDUM NO. 1 SHALL BE SIGNED BY THE SAME PERSON WHO SIGNS THE PROPOSAL AND SHALL BE SUBMITTED WITH THE PROPOSAL. ANY proposal not accompanied by a signed BIDDER'S CERTIFICATION (below) acknowledging receipt of this Addendum No. 1 will NOT be accepted.**

NOEL CASTILLO, P.E., Chief Flood Control Engineer
San Bernardino County Flood Control District

By: 

Andy Silao, P.E., Chief
Contracts Division

AS:mb

BIDDER'S CERTIFICATION:

By my signature hereunder, I acknowledge receipt of Addendum No. 1 and I fully understand the intent and detail of Addendum No. 1, which I have considered in my preparation of the attached proposal.

Bidder's Signature

Date

Note: The page containing the executed BIDDER'S CERTIFICATION (just this page), must be included with the proposal.