

**ZONE 7 WATER AGENCY  
ON-CALL CONSTRUCTION AND EMERGENCY SUPPORT SERVICES  
LIVERMORE, DUBLIN, PLEASANTON, CALIFORNIA  
PROJECT NO. 270-18  
ADDENDUM NO. 1  
May 7, 2018**

This Addendum No. 1 (“Addendum”) is dated the date set forth above and modifies certain Bidding Documents issued by the Alameda County Flood Control and Water Conservation District, acting by and through its Zone 7 Water Agency (“District”) in connection with the District’s project: *On-Call Construction and Emergency Support Services Livermore, Dublin, Pleasanton, California*. All capitalized terms not otherwise defined herein shall have the meanings provided in the Bidding Documents. There are no other amendments to the Bidding Documents other than expressly contained in this Addendum No. 1.

<b>The following clarifications and/or modifications shall be incorporated into plans and specifications for the above-referenced project and shall become part of the Contract Documents. All other provisions and requirements shall remain unchanged.</b>		
<b>CONTRACT DOCUMENTS AND SPECIFICATIONS</b>		
Addendum Item	Document/Section	Location and Description of Change
1	Document 420	<b>Replace Specification Document 00420 – Bidder Registration Form with attached Document 00420A – Bidder Registration Form.</b> Additionally, all references in the Contract to “Document 00420” shall refer to “Document 00420A”.
2	Document 821	<b>Replace Specification Document 00821 – Insurance with attached Document 00821A – Insurance.</b> Additionally, all references in the Contract to “Document 00821” shall refer to “Document 00821A”.

**Please be reminded that all bidders shall acknowledge receipt of this Addendum No. 1 in Document 00400 (Bid Form) and failure to acknowledge addendum in the Bid Form shall render the bid non-responsive and shall be cause for its rejection.**

**Acknowledgement of receipt of Addendum No. 1 for the Project On-Call Construction and Emergency Support Services Livermore, Dublin, Pleasanton, California, Project No. 270-18.**

Please also sign and email a copy of this page to Athena Watson, Zone 7 Water Agency, at [awatson@zone7water.com](mailto:awatson@zone7water.com) to acknowledge receipt of Addendum No. 1 for this project.

\_\_\_\_\_  
Signature and Print Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Company

DOCUMENT 00420A

**BIDDER REGISTRATION FORM**

**INSTRUCTIONS**

In order to register to undertake work for the Alameda County Flood Control and Water Conservation District, acting by and through its Zone 7 Water Agency, Bidder must provide the following:

**INDEPENDENT CONTRACTOR REGISTRATION**

Contractor's License # \_\_\_\_\_

Date: \_\_\_\_\_ Fed I.D. # \_\_\_\_\_

Full Corporate Name of Company:

\_\_\_\_\_

Street Address: \_\_\_\_\_

\_\_\_\_\_

Mailing Address: \_\_\_\_\_

\_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

Name of Principal Contact: \_\_\_\_\_

Type of Business:                    \_\_\_\_\_ Sole Proprietor                    \_\_\_\_\_ Partnership  
   \_\_\_\_\_ Non-Profit 501 C3                    \_\_\_\_\_ Corporation  
   \_\_\_\_\_ other (please explain: \_\_\_\_\_)

**INSURANCE**

**Workers' Compensation:**

Carrier: \_\_\_\_\_

Address: \_\_\_\_\_

Phone and Fax: \_\_\_\_\_

Policy Number: \_\_\_\_\_

**General Liability:**

Carrier: \_\_\_\_\_

Address: \_\_\_\_\_

Phone and Fax: \_\_\_\_\_

**Automotive Liability:**

Carrier: \_\_\_\_\_

Address: \_\_\_\_\_

Phone and Fax: \_\_\_\_\_

**All-risk Course of Construction (to be provided after Award of Contract).**

**Environmental Impairment Liability:**

Carrier: \_\_\_\_\_

Address: \_\_\_\_\_

Phone and Fax: \_\_\_\_\_

BIDDER CERTIFIES, UNDER PENALTY OF PERJURY, THAT THE FOREGOING INFORMATION IS CURRENT AND ACCURATE AND AUTHORIZES ALAMEDA COUNTY, THE ALAMEDA COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT, ITS ZONE 7 WATER AGENCY AND THEIR AGENTS AND REPRESENTATIVES TO OBTAIN A CREDIT REPORT AND/OR VERIFY ANY OF THE ABOVE INFORMATION.

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
DATE

END OF DOCUMENT

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## DOCUMENT 00821A

**INSURANCE**

- A. At or before the date specified in Document 00200 (Instructions to Bidders), except Course of Construction Insurance or Installation Floater which shall be provided prior to commencement of Work, Contractor shall furnish to District satisfactory proof that Contractor has taken out for the entire period covered by the Contract the following classes of insurance in the form and with limits and deductibles specified below:
1. Comprehensive General Liability Insurance covering claims for personal injury, bodily injury and property damage arising out of the Work and in a form providing coverage not less than that of a standard Commercial General Liability Insurance policy (“Occurrence Form”). Such insurance shall provide for all operations and include independent contractors, products liability, completed operations for one year after Final Completion of the last Phase to be completed and acceptance of the final payment for the Work, contractual liability, and coverage for explosion, collapse and underground hazards. The limits of such insurance shall not be coverage of less than **\$1,000,000** each occurrence, **\$1,000,000** general aggregate limit, and **\$1,000,000** aggregate for products and completed operations. The policies shall be endorsed to provide Broad Form Property Damage Coverage.
  2. Comprehensive Automobile Liability Insurance covering all owned, non-owned, and hired vehicles. Such insurance shall provide coverage not less than the standard Comprehensive Automobile Liability policy with limits not less than **\$1,000,000** each person Bodily Injury, **\$1,000,000** each occurrence Bodily Injury, and **\$1,000,000** each occurrence Property Damage.
  3. Subcontractor’s General Liability and Property Damage Insurance and Vehicle Liability Insurance: The Contractor shall either require each of the Subcontractors to procure and to maintain subcontractor’s general liability and property damage insurance and vehicle liability insurance of the type and in the same amounts specified in the in this Section 00821 for the Contractor or insure the activities of the Subcontractors under the Contractor’s own policies.
  4. Builder’s Risk (Course of Construction Insurance) insurance utilizing an “All Risk” (Special Perils) coverage form, with limits equal to the completed value of the project and no coinsurance penalty provisions. Such coverage shall name Alameda County, the Alameda County Flood Control and Water Conservation District, its Zone 7 Water Agency as a loss payee as their interest may appear.  
 If the Project does not involve new or major reconstruction, at the option of the District, an Installation Floater may be acceptable. For such projects, a Property Installation Floater shall be obtained that provides for the improvement, remodel, modification, alteration, conversion or adjustment to existing buildings, structures, processes, machinery and equipment. The Property Installation Floater shall provide property damage coverage for any building, structure, machinery, or equipment damaged, impaired, broken, or destroyed during the performant of the Work, including during transit, installation, and testing at the District’s site.  
 Deductible limits shall be approved by the District. Each loss shall be borne by Contractor.
  5. Workers’ Compensation Insurance for all persons whom the Contractor may employ in carrying out Work contemplated under Contract Documents, in accordance with the laws of the State of California and including Employer’s Liability Insurance in the amount of one million dollars (\$1,000,000) each incident, one million dollars (\$1,000,000) bodily injury each employee by disease, and one million dollars (\$1,000,000) policy limit for bodily injury by disease. This insurance is primary for all covered employees injuries at the Project Site.
- B. All policies of insurance shall be placed with insurers acceptable to District. The insurance underwriter(s) must have an A. M. Best Company rating of A-7 or better. Required minimum amounts of insurance may be increased should conditions of Work, in opinion of District, warrant such increase. Contractor shall increase required insurance amounts upon direction by District.
- C. Required Endorsements: The policies required under paragraphs A.1, A.2 and A.3 of this Document 00821 shall be endorsed as follows:
1. Name Alameda County, the Alameda County Flood Control and Water Conservation District, its Zone 7 Water Agency, its Board of Directors, and their employees, representatives, consultants (including without limitation Consulting Engineer), and agents, and Engineer as additional insureds, but only with respect to liability arising out of the activities of the named insured.

2. Each such policy shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limit of the insurance company's liability required under paragraphs A.1, A.2 and A.3 of this Document 00821.
  3. Insurance shall be primary and no other insurance or self-insured retention carried or held by District shall be called upon to contribute to a loss covered by insurance for the named insured.
  4. Insurance shall contain a provision requiring the insurance carriers to waive their rights of subrogation against District and all additional insureds, as well as other insurance carriers for the Work
- D. Certificates of insurance and endorsements shall have clearly typed thereon District Contract Number and title of Contract Documents. Written notice of cancellation, non-renewal, or reduction in coverage of any policy shall be mailed to District (Attention: Contract Administration/Inspection) at the address listed in Document 00520 (Agreement), 60 Days in advance of the effective date of the cancellation, non-renewal, or reduction in coverage. Contractor shall maintain insurance in full force and effect during entire period of performance of Contract Documents. Contractor shall keep insurance in force during warranty and guarantee periods, except that Contractor may discontinue All-Risk Course of Construction Insurance after Final Payment. At time of making application for extension of time, and during all periods exceeding the Contract Time resulting from any cause, Contractor shall submit evidence that insurance policies will be in effect during requested additional period of time. Upon District's request, Contractor shall submit to District, within 30 Days, copies of the actual insurance policies or renewals or replacements.
- E. Contractor shall pay all insurance premiums, including any charges for required waivers of subrogation or the endorsement of additional insureds. If Contractor fails to maintain insurance, District may take out comparable insurance, and deduct and retain amount of premium from any sums due Contractor under Contract Documents.
- F. If injury occurs to any employee of Contractor, Subcontractor or sub-subcontractor for which the employee, or the employee's dependents in the event of employee's death, is entitled to compensation from District under provisions of the Workers' Compensation Insurance and Safety Act, as amended, or for which compensation is claimed from District, District may retain out of sums due Contractor under Contract Documents, amount sufficient to cover such compensation, as fixed by the Act, as amended, until such compensation is paid, or until it is determined that no compensation is due. If District is compelled to pay compensation, District may, in its discretion, either deduct and retain from the Contract Sum the amount so paid, or require Contractor to reimburse District.
- G. Nothing in this Document 00821 shall be construed as limiting in any way the extent to which Contractor or any Subcontractor may be held responsible for payment of damages resulting from their operations.
- H. Except that Subcontractors need obtain only **\$1,000,000** of Comprehensive General Liability insurance, all Subcontractors shall maintain the same insurance required to be maintained by Contractor with respect to their portions of the Work, and Contractor shall cause the Subcontractors to furnish proof thereof to District within ten Days of District's request.
- I. The following provisions apply to any licensed professional engaged by Contractor to perform portions of the Work ("Professional").
1. Each Professional shall maintain the following insurance at its sole cost and expense:
    - a. Provided such insurance is customarily required by District when professionals engaged in the profession practiced by Professional directly contract with District, Professional Liability Insurance, insuring against professional errors and omissions arising from Professional's work on the Project, in an amount not less than **\$1,000,000** combined single limit for each occurrence. If Professional cannot provide an occurrence policy, Professional shall provide insurance covering claims made as a result of performance of Work on this Project and shall maintain such insurance in effect for not less than two years following Final Completion of the Project.
    - b. All insurance required by paragraphs A.1, A.2 and A.4 of this Document 00821. Professional shall satisfy all other provisions of paragraphs A, B, C, D, E and F of this Document 00821 relating to that insurance, including without limitation providing required insurance certificates (containing the required endorsements) before commencing its Work on the Project.
- J. ~~If required by District,~~ Contractor shall obtain and maintain Contractor's Pollution Legal Liability Insurance ~~in a form,~~ with limits of no less than \$1,000,000, and from an insuring entity reasonably satisfactory to District

END OF DOCUMENT