

ADDENDUM NO. 2  
TO THE CONTRACT DOCUMENTS  
for the construction of the  
NATOMAS MUTUAL WATER COMPANY  
RIVERSIDE PUMPING PLANT REPLACEMENT

Date: April 5, 2022  
Project No.: W8Y09800

**To All Planholders and/or Prospective Bidders:**

**Questions and Answers (no changes, additions, and/or deletions to the Contract Documents):**

Question: I was reviewing the subject project and noticed that section “44 42 56.04 Submersible Pumps” listed in the Table of Contents, is not in fact included in the specifications that proceed.

Response: Please refer to Addendum No. 1.

Question Prospective bidder requests the Engineer’s estimate.

Response Engineer’s opinion of probable construction cost is \$4.2 million.

Question: Prospective bidder requests a bid extension of 3 calendar weeks in order to allow our temporary structures design engineer additional time to complete design for a sheet pile cofferdam structure that would facilitate the work on the subject project that is below the water line.

Response: Please refer to change made herein (Addendum No. 2).

Question: Per Spec 01 31 13-1.04 titled “Project Milestones”, “Completion of all work.... and backfill within the prism of the existing levee...” Would you please confirm with a drawing what is considered the levee prism at the project location?

Response: Please refer to information shown in profile on Drawing 050-C-3002.

Question: Please confirm that we can utilize permanent steel forms (i.e. coated pandecking) to form up the underside of the concrete slab at the top level of the new pumping plant structure?

Response: At this time, formwork shall be considered temporary as indicated.

Question: Is there a plan holders list that can be made available to all bidders?

Response: The planholders’ list will be made available to bidders after the mandatory Prebid Meeting.

The following changes, additions, and/or deletions are hereby made a part of the Contract Documents for the construction of the Natomas Mutual Water Company Riverside Pumping Plant Replacement, dated March 2022, as fully and completely as if the same were fully set forth therein:

A. PROCUREMENT REQUIREMENTS

**Section 00 11 13, Advertisement for Bids**

1. Page 1: DELETE the first paragraph in its entirety and REPLACE with the following:

Sealed Bids for construction of the Riverside Pumping Plant Replacement, addressed to Brett Gray, General Manager, will be received at the office of the Natomas Mutual Water Company (Owner), 2601 West Elkhorn Boulevard, Rio Linda, CA 95673, until 1:00 p.m., local time, on the 4th day of May, 2022. Any Bids received after the specified time will not be considered.

**Section 00 21 13, Instructions to Bidders**

1. Page 11, Article 17.1: DELETE this paragraph in its entirety and REPLACE with the following:

The unbound copy of the Bid Form is to be completed and submitted with the Bid security and documents listed in Article titled Attachments to this Bid in Section 00 41 13, Bid Form.

2. Page 11 and 12, Articles 17.1.1 through 17.1.8: DELETE these paragraphs in their entirety.

**Section 00 41 13, Bid Form**

1. Page 8, Article 10, ADD new paragraph as follows:

10. ATTACHMENTS

- 10.1. The attachments listed below, following “End of Section”, are part of this Specification.

- 10.1.1. Bid Bond.
- 10.1.2. Project References.
- 10.1.3. List of Proposed Subcontractors.
- 10.1.4. Noncollusion Affidavit.
- 10.1.5. Nondiscrimination Clause.
- 10.1.6. Drug-Free Workplace Certification.
- 10.1.7. Certification Regarding Lobbying.

- 10.1.8. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion.
- 10.1.9. State of California Certification CCC-307.

All Bidders shall acknowledge receipt and acceptance of this Addendum No. 2 in the Bid Form or by submitting the Addendum with the bid package. Bid Forms submitted without acknowledgment or without this Addendum will be considered in nonconformance.

JACOBS



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Appended hereto and part of Addendum No. 2:

- A. Project References.
- B. List of Subcontractors.
- C. Nondiscrimination Clause.
- D. Drug-Free Workplace Certification.
- E. Certification Regarding Lobbying.
- F. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion.
- G. State of California Certification CCC-307.

**END OF ADDENDUM NO. 2**

NATOMAS MUTUAL WATER COMPANY  
RIVERSIDE PUMPING PLANT REPLACEMENT

**PROJECT REFERENCES**

Provide two (2) to three (3) references to recently completed or substantially complete contracts with requirements similar to those described within this solicitation. Use attachments as necessary.

<b>CLIENT NAME</b> <b>CONTACT NAME, TELEPHONE NO.</b> <b>PROJECT DESCRIPTION</b>	<b>CONTRACT NO.</b> <b>CONTRACT DATE</b>	<b>START DATE</b> <b>END DATE</b> <b>CONTRACT VALUE</b>	<b>ANY PERFORMANCE PROBLEMS?</b> (Technical/ Quality, Schedule or Cost related) (Y/N) <i>Explain in attachment</i>	<b>CONTRACT TERMINATED?</b> (Y/N) <i>Explain in attachment</i>
		\$		
		\$		
		\$		

<b>NAME AND ADDRESS OF OFFEROR</b>	<b>NAME OF SIGNER</b>	<b>TITLE OF SIGNER</b>
	<b>OFFEROR'S SIGNATURE</b>	<b>DATE SIGNED</b>

References checked by:	Date(s) checked:
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NATOMAS MUTUAL WATER COMPANY  
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**LIST OF PROPOSED SUBCONTRACTORS**

List below each Subcontractor who meets the conditions described in Section 00 21 13, Instructions to Bidders. For each Subcontractor, list Subcontractor's name, address, license number, DIR public works contractor registration number, and a description of the type or kind of work the Subcontractor will perform.

<b>SUBCONTRACTOR</b>		
<b><u>NAMES AND ADDRESS</u></b>	<b><u>KIND OF WORK</u></b>	<b><u>LICENSE NO. &amp; DIR NO.</u></b>
1. _____ _____ _____	_____ _____ _____	_____ _____ _____
2. _____ _____ _____	_____ _____ _____	_____ _____ _____
3. _____ _____ _____	_____ _____ _____	_____ _____ _____
4. _____ _____ _____	_____ _____ _____	_____ _____ _____
5. _____ _____ _____	_____ _____ _____	_____ _____ _____
6. _____ _____ _____	_____ _____ _____	_____ _____ _____

**NONDISCRIMINATION CLAUSE**

During the performance of this Agreement, Contractor and its Subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of race, religion, color, national origin, ancestry, physical, disability (including HIV and AIDS), mental disability, medical condition, marital status, age (over 40), denial of family care leave, or sex. Contractors and Subcontractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free of such discrimination and harassment. Contractors and Subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Government Code Section 12900 et seq.) and the applicable regulations promulgated thereunder (California Administrative Code, Title 2, Section 7285.0 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code, Section 12900, set forth in Chapter 5 of Division 4 of Title 2 of the California Administrative Code are incorporated into this Contract by reference and made a part hereof as if set forth in full. Contractor and its Subcontractor shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.

Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.

The undersigned certifies that the Contractor will comply with the above requirements:

Contractor or  
Subcontractor Name: \_\_\_\_\_

Certified by:

Name: \_\_\_\_\_ Title: \_\_\_\_\_

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

**END OF SECTION**

NATOMAS MUTUAL WATER COMPANY  
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**DRUG-FREE WORKPLACE CERTIFICATION**

Contractor Name: \_\_\_\_\_

The Contractor or applicant named above hereby certifies compliance with Government Code Section 8355 in matters relating to providing a drug-free workplace. The above named Contractor or applicant will:

1. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying action to be taken against employees for violations, as required by Government Code Section 8355(a).
2. Establish a Drug-Free Awareness Program as required by Government Code Section 8355(b), to inform employees about all of the following:
  - (a) The dangers of drug abuse in the workplace.
  - (b) The person's or organization's policy of maintaining a drug-free workplace.
  - (c) Any available counseling, rehabilitation, and employee assistance programs, and
  - (d) Penalties that may be imposed upon employees for the drug abuse violations.
3. Provide as required by Government Code Section 8355(c), that every employee who works on the Project:
  - (a) Will receive a copy of the company's drug-free policy statement, and
  - (b) Will agree to abide by the terms of the company's statement as a condition of employment on the Project.

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**CERTIFICATION**

I, the official named below, hereby swear that I am duly authorized legally to bind the Contractor or loan recipient to the above described certification. I am fully aware that this certification, executed on the date and in the County below, is made under penalty of perjury under the laws of the State of California.

OFFICIAL'S NAME: (print): \_\_\_\_\_

DATE EXECUTED: \_\_\_\_\_ EXECUTED IN COUNTY OF: \_\_\_\_\_

CONTRACTOR/APPLICANT SIGNATURE: \_\_\_\_\_

TITLE: \_\_\_\_\_

**END OF SECTION**

**CERTIFICATION REGARDING LOBBYING**

The undersigned \_\_\_\_\_ certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any persons for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding to any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance is placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

[Note: Pursuant to 31 U.S.C. 1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 for each such expenditure or failure.]



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The Contractor, \_\_\_\_\_, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Section A 3801 *et seq.*, apply to this certification and disclosure, if any.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Contractor's Authorized Official

\_\_\_\_\_  
Name and Title of Contractors Authorized Official

Subscribed and sworn to before me this \_\_\_ day of \_\_\_\_\_, 20\_\_\_, in the State of \_\_\_\_\_; and the County of \_\_\_\_\_.

Notary Public

\_\_\_\_\_

My Appointment Expires \_\_\_\_\_

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION,  
INELIGIBILITY and VOLUNTARY EXCLUSION  
LOWER TIER COVERED TRANSACTION**

- (1) The prospective lower tier participant (Bidder/Contractor) certifies, by submission of this bid or proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the prospective lower tier participant (Bidder/Contractor) is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.
- (3) The lower tier participant (Bidder/Contractor), \_\_\_\_\_, certifies or affirms the truthfulness and accuracy of this statement of its certification and disclosure, if any.

SIGNATURE

\_\_\_\_\_

TITLE

\_\_\_\_\_

COMPANY

\_\_\_\_\_

DATE

\_\_\_\_\_

State of \_\_\_\_\_

County of \_\_\_\_\_

Subscribed and sworn to before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

Notary Public

\_\_\_\_\_

My Appointment Expires \_\_\_\_\_

# Contractor Certification Clause

CCC 307

## CERTIFICATION

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective Contractor to the clause(s) listed below. This certification is made under the laws of the State of California.

Contractor/Bidder Firm Name (Printed)	Federal ID Number
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By (Authorized Signature)

Printed Name and Title of Person Signing

Date Executed	Executed in the County of
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## CONTRACTOR CERTIFICATION CLAUSES

### STATEMENT OF COMPLIANCE:

Contractor has, unless exempted, complied with the nondiscrimination program requirements. (GC 12990 (a-f) and CCR, Title 2, Section 8103) (Not applicable to public entities.)

### DRUG-FREE WORKPLACE REQUIREMENTS:

Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:

- a) Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.
  - b) Establish a Drug-Free Awareness Program to inform employees about:
    - 1) the dangers of drug abuse in the workplace;
    - 2) the person's or organization's policy of maintaining a drug-free workplace;
    - 3) any available counseling, rehabilitation and employee assistance programs;
- and,

- 4) penalties that may be imposed upon employees for drug abuse violations.
- c) Provide that every employee who works on the proposed Agreement will:
  - 1) receive a copy of the company's drug-free policy statement; and,
  - 2) agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: (1) the Contractor has made false certification, or violated the certification by failing to carry out the requirements as noted above. (GC 8350 et seq.)

#### NATIONAL LABOR RELATIONS BOARD CERTIFICATION:

Contractor certifies that no more than one (1) final unappealable finding of contempt of court by a Federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a Federal court which orders Contractor to comply with an order of the National Labor Relations Board. (PCC 10296) (Not applicable to public entities.)

#### CONTRACTS FOR LEGAL SERVICES \$50,000 OR MORE- PRO BONO REQUIREMENT:

Contractor hereby certifies that contractor will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1, 2003.

Contractor agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services during each year of the contract equal to the lesser of 30 multiplied by the number of full time attorneys in the firm's offices in the State, with the number of hours prorated on an actual day basis for any contract period of less than a full year or 10% of its contract with the State.

Failure to make a good faith effort may be cause for non-renewal of a state contract for legal services, and may be taken into account when determining the award of future contracts with the State for legal services.

#### EXPATRIATE CORPORATIONS:

Contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code Section 10286 and 10286.1, and is eligible to contract with the State of California.

#### SWEATFREE CODE OF CONDUCT:

- a. All Contractors contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the contract have been laundered or produced in

whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The contractor further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at [www.dir.ca.gov](http://www.dir.ca.gov), and Public Contract Code Section 6108.

- b. The contractor agrees to cooperate fully in providing reasonable access to the contractor's records, documents, agents or employees, or premises if reasonably required by authorized officials of the contracting agency, the Department of Industrial Relations, or the Department of Justice to determine the contractor's compliance with the requirements under paragraph (a).

#### DOMESTIC PARTNERS:

For contracts of \$100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.3.

#### GENDER IDENTITY:

For contracts of \$100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.35.

#### **DOING BUSINESS WITH THE STATE OF CALIFORNIA**

The following laws apply to persons or entities doing business with the State of California.

#### CONFLICT OF INTEREST:

Contractor needs to be aware of the following provisions regarding current or former state employees. If Contractor has any questions on the status of any person rendering services or involved with the Agreement, the awarding agency must be contacted immediately for clarification.

- a) Current State Employees (PCC 10410):
  - 1) No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.
  - 2) No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.
- b) Former State Employees (PCC 10411):
  - 1) For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning,

arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.

- 2) For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

If Contractor violates any provisions of above paragraphs, such action by Contractor shall render this Agreement void. (PCC 10420)

Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (PCC 10430 (e))

#### LABOR CODE/WORKERS' COMPENSATION:

Contractor needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)

#### AMERICANS WITH DISABILITIES ACT:

Contractor assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)

#### CONTRACTOR NAME CHANGE:

An amendment is required to change the Contractor's name as listed on this Agreement. Upon receipt of legal documentation of the name change the State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.

#### CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:

- a. When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the contractor is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.
- b. "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate contractor performing within the state not be subject to the franchise tax.
- c. Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation

is in good standing by calling the Office of the Secretary of State.

#### RESOLUTION:

A county, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.

#### AIR OR WATER POLLUTION VIOLATION:

Under the State laws, the Contractor shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

#### PAYEE DATA RECORD FORM STD. 204:

This form must be completed by all contractors that are not another state agency or other government entity.