

## **ADDENDUM NO. 7**

**DATE: September 4, 2025**

**FROM: Matt Filla, PE, on behalf of the Town of Palisade**

**TO: All Bidders of Record**

**RE: Sewer Transfer Project**

All Bidders of Record responding to the above referenced solicitation are hereby instructed that the requirements have been clarified, modified, superseded and supplemented as to this date as hereinafter described.

Please make note of the following bid document modifications:

1. 01200 Price and Payment Procedures shall be deleted and replaced with the attached updated version. For the avoidance of doubt, this modification allows for the partial payment of stored materials.

Please make note of the following clarifications, which address Questions #4, 27, 28, 33, 86, and 106 from Addendum #6:

1. Addendum 6 Question #4: "How is work along the canal defined? Specifically, how is the setback requirement defined to stay clear of the yellow-billed cuckoo?"

*Response: Work along the GVIC canal includes STA 10+00 to 30+50, STA 123+50 to 221+00, and STA 232+00 to 283+00 and does not necessarily relate to the yellow-billed cuckoo. The April 1st to July 15th restriction applies to areas within 1/2 mile of yellow-billed cuckoo critical habitat which is located in Riverbend Park (work is restricted from STA 176+60 to 283+00).*

2. Addendum 6 Question #27: "Time restrictions are described in 01100-1.4D. Do any of these time restrictions apply to the sewer lift station?"

*Response: No. Work on the lift station may occur any time of year as long as there is no dewatering discharge into the GVIC canal.*

3. Addendum 6 Question #28: "In reference to the timing restriction for agricultural properties as described in 01100-1.4D-2, which properties are classified as agricultural?"

*Response: To clarify 01100-1.4.D.2, subsurface work shall be restricted to November 1 and March 31, unless otherwise approved by Engineer and property owner, on properties from STA 10+00 to 56+00 and STA 123+50 to 198+00 in order to prevent interference with any agricultural or irrigation activities. This limitation does not include surface work such as removal of existing structures, fences, or other improvements, including trees or vegetation, as long as there is no interference with agricultural or irrigation activities. Any surface work, including clearing, grubbing, improvement removal and replacement, access road construction, pipe leakage testing, and tail ditch removal during the irrigation season shall not penetrate deeper*

*than two feet (2'), but in the case of gate post footer installation three feet (3') below the original surface grade. For the avoidance of doubt, work on the lift station may occur during the irrigation season as long as there is no dewatering discharge into the GVIC canal.*

4. Addendum 6 Question #33: "Under Section 01100, Part 1.4(D), it states that "Excavation activities along the GVIC canal must take place while the canal is fully drained of water" with an anticipated working window of November 20th through March 15th . a. Can you provide station numbers for the sections considered "along the GVIC canal" or provide an offset from edge of canal wherein work can be performed outside of the November to March window? b. Alternatively, can the bidder elect to supply a dewatering plan that would allow excavation outside of the November to March window? If this is an option, can you please clarify how/where such dewatering discharges may occur? c. Is subsurface excavation at the lift station limited to the November to March window? If so, can you define any other limitations that may be placed on the General Contractor outside of the November to March window?"

*Response: Work along the GVIC canal includes STA 10+00 to 30+50, STA 123+50 to 221+00, and STA 232+00 to 283+00. Work on the lift station, including excavation, may occur during the irrigation season (canal operating) as long as there is no dewatering discharge into the GVIC canal (an alternative dewatering plan as developed by the Contractor according to their means and methods would be allowed provided it conforms to the COG08000 General Permit).*

5. Addendum 6 Question #86: "In the summary section, 01100, of the specifications, paragraph 1.4.D.3 says that there is to be no work along the GVIC Canal when it has water in it. Does this mean that there is no work to be performed within a certain distance from the canal? Or no work at all no matter what the distance is? I ask this because between Sta. 221+00 and Sta. 245+00 there is between 60' to 210' distance from the canal."

*Response: Work along the GVIC canal includes STA 10+00 to 30+50, STA 123+50 to 221+00, and STA 232+00 to 283+00. This limitation does not include surface work such as removal of existing structures, fences, or other improvements, including trees or vegetation, as long as there is no interference with agricultural or irrigation activities. Any surface work, including clearing, grubbing, improvement removal and replacement, access road construction, pipe leakage testing, and tail ditch removal during the irrigation season shall not penetrate deeper than two feet (2'), but in the case of gate post footer installation three feet (3') below the original surface grade. For the avoidance of doubt, work on the lift station may occur during the irrigation season (canal operating) as long as there is no dewatering discharge into the GVIC canal.*

6. Addendum 6 Question #106: "Can you define stationing of agricultural properties that have 11/01-3/31 restrictions?"

*Response: To clarify 01100-1.4.D.2, subsurface work shall be restricted to November 1 and March 31, unless otherwise approved by Engineer and property owner, on properties from STA 10+00 to 56+00 and STA 123+50 to 198+00 in order to prevent interference with any agricultural or irrigation activities. This limitation does not include surface work such as removal of existing structures, fences, or other improvements, including trees or vegetation, as long as there is no interference with agricultural or irrigation activities. Any surface work, including clearing, grubbing, improvement removal and replacement, access road construction, pipe leakage testing, and tail ditch removal during the irrigation season shall not penetrate deeper than two feet (2'), but in the case of gate post footer installation three feet (3') below the original surface grade. For the avoidance of doubt, work on the lift station may occur during the*

*irrigation season (canal operating) as long as there is no dewatering discharge into the GVIC canal.*

The original solicitation for the project noted above is amended as noted. All other conditions of the subject remain the same.

Respectfully,

A handwritten signature in blue ink, appearing to read "Matt Filla", is positioned above the printed name.

Matt Filla, PE

Project Engineer – Lead, J-U-B Engineers, Inc.

**SECTION 01200**

**PRICE AND PAYMENT PROCEDURES**

**PART 1 GENERAL**

**1.1 SECTION INCLUDES**

- A. Unit prices.
- B. Applications for payment.
- C. Change procedures.
- D. Defect assessment.
- E. Alternates.

**1.2 UNIT PRICES**

- A. Authority: Measurement methods are delineated in section 01250 Measurement and Payment.
- B. Measurement methods delineated in individual specification sections complement criteria of this section. In event of conflict, requirements of individual specification section govern.
- C. Take measurements and compute quantities. Engineer will verify measurements and quantities.
- D. Unit Quantities: Quantities and measurements indicated in Bid Form are for contract purposes only. Quantities and measurements supplied or placed in the Work shall determine payment.
  - 1. When actual Work requires more or fewer quantities than those quantities indicated, provide required quantities at unit sum/prices contracted.
  - 2. When actual Work requires 25 percent or greater change in quantity than those quantities indicated, Owner or Contractor may claim for Contract Price adjustment.
- E. Payment Includes: Full compensation for required labor, products, tools, equipment, plant and facilities, transportation, services and incidentals; erection, application or installation of item of the Work; overhead and profit.
- F. Final payment for Work governed by unit prices will be made on basis of actual measurements and quantities accepted by Engineer multiplied by unit sum/price for Work incorporated in or made necessary by the Work.
- G. Measurement of Quantities:
  - 1. Weigh Scales: Inspected, tested and certified by applicable state Weights and Measures department within past year.

2. Platform Scales: Of sufficient size and capacity to accommodate conveying vehicle.
3. Metering Devices: Inspected, tested and certified by applicable State department within past year.
4. Measurement by Weight: Concrete reinforcing steel, rolled or formed steel or other metal shapes will be measured by handbook weights. Welded assemblies will be measured by handbook or scale weight.
5. Measurement by Volume: Measured by cubic dimension using mean length, width and height or thickness.
6. Measurement by Area: Measured by square dimension using mean length and width or radius.
7. Linear Measurement: Measured by linear dimension, at item centerline or mean chord.
8. Stipulated Sum/Price Measurement: Items measured by weight, volume, area, or linear means or combination, as appropriate, as completed item or unit of the Work.

### 1.3 APPLICATIONS FOR PAYMENT

- A. Applications for payments shall be submitted according to Town of Palisade standard procurement procedures and submitted on forms designated in those standards.
- B. Substantiating Data: When Engineer requires substantiating information, submit data justifying dollar amounts in question. Include the following with application:
  1. Revised and current construction progress schedule
- C. Partial payment for unit price bid items and lump sum bid items only partially completed at the end of monthly pay periods will not be made. Partial payment for materials delivered and stored may be made.

### 1.4 CHANGE PROCEDURES

- A. Submittals: Submit name of individual authorized to receive change documents and be responsible for informing others in Contractor's employ or Subcontractors of changes to the Work.
- B. The Engineer will advise of minor changes in the Work not involving adjustment to Contract Sum/Price or Contract Time by issuing supplemental instructions using a Work Directive Change.
- C. The Engineer may issue a Notice of Change including a detailed description of proposed change with supplementary or revised Drawings and specifications, a change in Contract Time for executing the change with stipulation of overtime work required and the period of time during which the requested price will be considered valid. Contractor will prepare and submit estimate within 7 days.
- D. Contractor may propose changes by submitting a request for change to Engineer, describing proposed change and its full effect on the Work. Include a statement describing reason for the change, and effect on Contract Sum/Price and Contract Time with full documentation and a statement describing effect on Work by separate or other Contractors. Document requested substitutions in accordance with Section 01330.

- E. Unit Price Change Order: For contract unit prices and quantities, the Change Order will be executed on fixed unit price basis. For unit costs or quantities of units of work which are not pre-determined, execute Work under Work Directive Change. Changes in Contract Sum/Price or Contract Time will be computed as specified for Time and Material Change Order.
- F. Work Directive Change: Engineer may issue Work Directive Change, signed by Owner, instructing Contractor to proceed with change in the Work, for subsequent inclusion in a Change Order. Document will describe changes in the Work, and designate method of determining any change in Contract Sum/Price or Contract Time. Promptly execute change.
- G. Time and Material Change Order: Submit itemized account and supporting data after completion of change, within time limits indicated in Conditions of the Contract. Engineer will determine change allowable in Contract Sum/Price and Contract Time as provided in Contract Documents.
- H. Maintain detailed records of work done on Time and Material basis. Provide full information required for evaluation of proposed changes, and to substantiate costs for changes in the Work.
- I. Document each quotation for change in cost or time with sufficient data to allow evaluation of quotation.
- J. Change Order Form provided in these specifications.
- K. Execution of Change Orders: Engineer will issue Change Orders for signatures of parties as provided in Conditions of the Contract.
- L. Correlation of Contractor Submittals:
  - 1. Promptly revise Schedule of Values and Application for Payment forms to record each authorized Change Order as separate line item and adjust Contract Sum/Price.
  - 2. Promptly revise progress schedules to reflect change in Contract Time, revise sub-schedules to adjust times for other items of work affected by the change, and resubmit.
  - 3. Promptly enter changes in Project Record Documents.

**1.5 DEFECT ASSESSMENT**

- A. Replace the Work, or portions of the Work, not conforming to specified requirements.
- B. If, in the opinion of the Engineer, it is not practical to remove and replace the Work, the Engineer will direct appropriate remedy or adjust payment.
- C. The defective Work may remain, but unit sum/price will be adjusted to new sum/price at discretion of Engineer.
- D. Defective Work will be partially repaired to instructions of Engineer, and unit sum/price will be adjusted to new sum/price at discretion of Engineer.

- E. Individual specification sections may modify these options or may identify specific formula or percentage sum/price reduction.
- F. Authority of Engineer to assess defects and identify payment adjustments is final.
- G. Non-Payment For Rejected Products: Payment will not be made for rejected products for any of the following:
  - 1. Products wasted or disposed of in a manner that is not acceptable.
  - 2. Products determined as unacceptable before or after placement.
  - 3. Products not completely unloaded from transporting vehicle.
  - 4. Products placed beyond lines and levels of required Work.
  - 5. Products remaining on hand after completion of the Work.
  - 6. Loading, hauling, and disposing of rejected products.

**PART 2 PRODUCTS**

Not Used.

**PART 3 EXECUTION**

Not Used.

**END OF SECTION**