COASTSIDE COUNTY WATER DISTRICT
HALF MOON BAY, CALIFORNIA

ADDENDUM NO. 3

DATE OF ISSUE: 26 March 2020

Contract Documents for
Denniston Culvert Replacement and Paving Project

To: ALL HOLDERS OF CONTRACT DOCUMENT FOR THE ABOVE REFERENCED PROJECT.

This Addendum forms a part of the Contract Documents and modifies the original Contract Bidding Documents dated March 2020.

Acknowledge receipt of this Addendum on page 3 of the Proposal Section within the Specifications, which has been updated and attached. Failure to do so may subject the prospective bidder to disqualification.

This Addendum consists of Addendum Items 3.001, which amends the Contract Documents and provides additional information for the project. All prospective bidders for the above referenced project are to be aware that the following changes, additions, and/or clarifications shall be included as an integral part of the Contract Documents for the above referenced project, and they are bound by all conditions set forth therein.

Item No.	Bid Document Sheet No. or Section No.	Description of Change or Clarification
3.001	Replace Contract Section of Specifications with attached	Section 2 – Time of Completion of 60 working days has been updated to 90 working days.

ENGINEER OF RECORD

G. Michael Vasquez, P.E.

CONTRACT

THIS CONTRACT is made and entered into as of this ____ day of 20___, by and between the COASTSIDE COUNTY WATER DISTRICT, hereinafter called the "District" and _____, hereinafter called the "Contractor".

THE PARTIES AGREE AS FOLLOWS:

1. **SCOPE OF WORK.** The Contractor shall perform all the work and furnish all the labor, materials, tools, equipment, machinery, services, transportation, incidentals and appurtenances required to complete the construction replacing the storm drains on Denniston Tank Road and reconstructing the roadway.

2. **TIME OF COMPLETION.** After the Contract has been executed by the District, the Contractor shall begin work within 10 days after the effective date of the Notice to Proceed issued by District and shall diligently prosecute all of the work to completion within __90__ working days from the effective date of the Notice to Proceed. If the Contractor fails to complete the work within the time limit set forth herein, or as it may be modified as provided in the Contract Documents, liquidated damages shall be paid to the District, as provided in the Contract Documents.

3. **CONTRACT PRICE**. In consideration of the performance of the work as set forth in the Contract Documents, the District agrees to pay to the Contractor the amount set forth in the Contractor's Proposal dated _____, 2019, as it may be hereafter adjusted in accordance with the Contract Documents, and to make such payments in the manner and at the times provided in the Contract Documents. The Contractor agrees to complete the work within the time specified herein and to accept as full payment the amounts provided for herein.

4. **COMPONENTS OF CONTRACT.** This Contract shall consist of the following documents each of which is on file in the office of the District and all of which are hereby referred to and by this reference made a part hereof as fully and completely as if they were fully set forth herein:

a) This Contract
b) The Contractor's signed Proposal
c) General Conditions
d) Special Provisions
e) Specifications
f) Contract Drawings
g) District's Standard Specifications and Standard Drawings dated May 2018
h) Addenda No. _____ to _____, inclusive
i) Notice to Contractors
j) Performance Bond
k) Payment Bond
l) Maintenance Bond
m) Insurance Certificates

The Contract will also include Contract Change Orders, if any, issued by the District as provided in the Contract Documents. The Contract represents the entire integrated agreement between the parties hereto and supersedes prior negotiations, agreements or representations, whether written or oral, except representations contained in the Contractor's Qualifications Statement submitted prior to the award of Contract, if one was required.

5. **WORKER'S COMPENSATION CERTIFICATION**. By its signature hereunder, the Contractor certifies that it is aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that Code, and agrees to comply with such provisions before commencing the performance of the work of this Contract.

6. **NOTICES**. Any notices required or permitted under this Contract may be given by personal delivery to an authorized representative of the recipient or by certified or registered United States mail. In the case of the Contractor, notices shall be addressed to the business address specified in its Proposal. In the case of the District, notices shall be addressed to:

Coastside County Water District
766 Main St.
Half Moon Bay, CA 94019
Attn: General Manager

A copy of any notices to the District shall also be concurrently mailed or delivered personally to the Engineer.

Notice shall be presumed to be received three (3) business days after deposit in the mail, postage prepaid, or upon the date of delivery, if personally given.

7. **GOVERNING LAW**. This Contract is executed and shall be performed in San Mateo County, California. It shall be governed by and construed in accordance with the laws of the State of California.

8. **LEGAL ACTIONS; AGENT FOR SERVICE OF PROCESS**. Any action relating to this Contract, including all disputes between the parties, shall be instituted and prosecuted in a court of competent jurisdiction in the State of California.

Each party hereby appoints the individual listed opposite its name to act as its initial agent for service of process relating to any such action.

DISTRICT: _____
Name of Individual Agent for Service of Process

_____
Street Address

_____
City, State, Zip Code

_____
Telephone

CONTRACTOR: _____
Name of Individual Agent for Service of Process

_____
Street Address

_____
City, State, Zip Code

_____
Telephone

IN WITNESS WHEREOF, the parties hereto have signed this Contract as of the day and year first above written.

COASTSIDE COUNTY WATER DISTRICT:

BY:_____
General Manager, Coastside County Water District

CONTRACTOR:

_____
Name Under Which Business is Conducted

BY:_____
Name:_____
Title: (President or Vice President)

ATTEST:_____
Name:_____
Title: (Secretary or Assistant Secretary)

California Contractor License No.:

_____

Business Address:

_____

_____

_____

Note: Format for Contract execution by Contractor will be adapted for a sole owner, partnership, corporation or joint venture, as appropriate.