

THE CITY OF DALY CITY
CALIFORNIA
DEPARTMENT OF WATER AND WASTEWATER RESOURCES

VISTA GRANDE DRAINAGE BASIN IMPROVEMENTS
ADDENDUM NO. 4

Date: January 6, 2026

THE CITY OF DALY CITY
CALIFORNIA
DEPARTMENT OF WATER AND
WASTEWATER RESOURCES

NOTICE TO PARTIES HOLDING SPECIFICATIONS AND CONTRACT PROPOSAL,

The Contract documents of the contract named above are hereby amended as follows:

- Item 4-1 Part 1 Front End Specs, Table of Contents, Pages 6 and 7, References
ADD to the bottom of the list: 7) Lake Merced Sewer System Plan and Profile; and 8)
Piezometer Readings – February 2014
- Item 4-2 Part 1 Front End Specs, 00100 Instructions to Bidders, Article 15
DELETE “By submission of a bid the bidder agrees that no claim will be made against
the City for any damages in excess of \$50,000 or five percent (5%) of the construction
costs, whichever is greater, for alleged damage that the bidder or bidder's subcontractors
may have suffered due to the inadequacy of the bidder's bid on account of any alleged
errors, omissions, or other deficiencies in the Plans and Specifications supplied to the
bidder by the City. This limitation does not apply to compensation for extra work
authorized by the City as provided for under Section 68 of the General Conditions. The
bidder in no way assumes liability for damages to others for the professional
negligence, errors, or omissions of the City.”
- Item 4-3 Part 1 Front End Specs, 00700 General Conditions, Article 2.A
REPLACE the last sentence in the article with “Where the Specifications and
Drawings describe portions of the Work in general terms, the Contractor shall seek
clarification when details are insufficient to proceed.”
- Item 4-4 Part 1 Front End Specs, 00700 General Conditions, Article 2.C
ADD A new sentence at end of clause: “If a conflict between specifications is
discovered, Contractor will notify the Engineer for resolution.”
- Item 4-5 Part 1 Front End Specs, 00700 General Conditions, Article 2.D
REPLACE this section in its entirety with: “The Contract Documents are
complementary. If it is discovered during the work that it is not possible to consider
certain specifications as complementary with other sections due to a conflict, the
conflict will be resolved by the Engineer.”
- Item 4-6 Part 1 Front End Specs, 00700 General Conditions, Article 7

REPLACE “10 working days” with “30 working days”

- Item 4-7 Part 1 Front End Specs, 00700 General Conditions, Article 10
INSERT “accessible and visible” before “existing conditions” in the first sentence.
- Item 4-8 Part 1 Front End Specs, 00700 General Conditions, Article 15
DELETE all text in the article after the words “.....in the proper performance of their duties.”
- Item 4-9 Part 1 Front End Specs, 00700 General Conditions, Article 16.D
INSERT at the end of the article “The Engineer may make recommendations regarding work progress or site safety. Such recommendations shall not be construed as control over the Contractor’s means and methods.”
- Item 4-10 Part 1 Front End Specs, 00700 General Conditions, Article 18
INSERT at the end of the article “If Contractor is adversely impacted by the activities of other contractors under separate contracts with the City, and such impact was not reasonably foreseeable, the Contractor shall be entitled to an equitable adjustment to Contract Time or Contract Price in accordance with General Condition 32.”
- Item 4-11 Part 1 Front End Specs, 00700 General Conditions, Article 26
INSERT new subsection as follows:
E. If any error, inconsistency, omission, or variance materially impacts Contractor’s cost or schedule, and the Contractor provides timely written notice, the Contractor shall be entitled to an equitable adjustment pursuant to General Condition 32.
- Item 4-12 Part 1 Front End Specs, 00700 General Conditions, Article 28.C
REPLACE article in its entirety with “Utility locations shown are based on the best information available. The City makes no representation as to completeness but will cooperate with the Contractor in locating known utilities.”
- Item 4-13 Part 1 Front End Specs, 00700 General Conditions, Article 28
ADD new subsection as follows:
H. If existing utilities differ substantially and materially from those shown in the Contract Documents, and such variance impacts Contractor's cost or time, Contractor shall be entitled to an equitable adjustment per General Condition 32.
- Item 4-14 Part 1 Front End Specs, 00700 General Conditions, Article 32.A
DELETE last sentence in the article “The City has the right to specify the locations where the Contractor must start and proceed with the work.”
- Item 4-15 Part 1 Front End Specs, 00700 General Conditions, Article 32.C.1
REPLACE the first sentence of the article with “When the Contractor foresees or becomes aware of a delay in the prosecution of the work, and the Contractor believes the delay is an Excusable Delay as defined in 00700, 32.C.4, the Contractor must notify

the City within 10 days of having become aware of the delay in writing that shall include a description of the extent and cause of the delay.”

- Item 4-16 Part 1 Front End Specs, 00700 General Conditions, Article 32.C.5
DELETE “for at least 75 percent of the normal labor and equipment force for at least 5 hours of each work shift toward completion of the current critical activity item(s) on the latest favorably reviewed progress schedule”
- Item 4-17 Part 1 Front End Specs, 00700 General Conditions, Article 32.C.6
DELETE “for at least 75 percent of the normal labor and equipment force for at least 5 hours of each work shift toward completion of the current critical activity item(s) on the latest favorably reviewed progress schedule”
- Item 4-18 Part 1 Front End Specs, 00700 General Conditions, Article 32.C.8
DELETE “for at least 75 percent of the normal labor and equipment force for at least 5 hours of each work shift toward completion of the current critical activity item(s) on the latest accepted progress schedule”
- Item 4-19 Part 1 Front End Specs, 00700 General Conditions, Article 32.C.8.c
DELETE “employed by the City”
- Item 4-20 Part 1 Front End Specs, 00700 General Conditions, Article 32.C.9
REPLACE article in its entirety with “Contractor shall be entitled to time extensions for delays that affect critical path activities based on accepted initial or updated schedules. For non-critical delays that result in compensable cost impacts due solely to City actions, equitable adjustments to price may be made without schedule extension.”
- Item 4-21 Part 1 Front End Specs, 00700 General Conditions, Article 32.D.2
REPLACE the portion of the sentence after “beyond that of concurrent Non-Excusable Delay,” with the following “then the Contract milestone and completion date shall be extended by the City for such time that, in the City’s determination, the Contractor’s completion date will be delayed, provided that the Contractor provides timely notice.”
- Item 4-22 Part 1 Front End Specs, 00700 General Conditions, Article 32.E.3
REPLACE article in its entirety with “Indirect Home Office Overhead – Indirect Home Office Overhead shall be compensated at Contractor’s audited corporate G&A rate, consistent with FAR Part 31, and subject to verification by the City.”
- Item 4-23 Part 1 Front End Specs, 00700 General Conditions, Article 32.I
DELETE article in its entirety
- Item 4-24 Part 1 Front End Specs, 00700 General Conditions, Article 37
ADD the following to the end of the article “The City is providing the best information it has available in the Contract Documents. If the Contractor discovers during the work that the adjusted compensation received for changes in unit price quantities pursuant to

the variation in quantity clause in Article 00700.36, a notice requesting a change may be submitted to the City in Accordance with Article 00700.35.”

- Item 4-25 Part 1 Front End Specs, 00700 General Conditions, Article 46
DELETE “for at least 75 percent of the normal labor and equipment force for at least 5 hours of each work shift toward completion of the current critical activity item(s) on the latest favorably reviewed progress schedule.”
- Item 4-26 Part 1 Front End Specs, 00700 General Conditions, Article 53
REPLACE the first two paragraphs only of this clause with the following: “The Contractor and sureties shall indemnify and hold harmless the City, its subsidiary districts, the City and their officers, officials, employees, volunteers and agents from all claims, suits, or actions of every name, kind, and description, including attorney's fees, based on negligence or willful misconduct, brought for, or on account of, injuries to or death of any person or persons or damage to property to the extent caused by the negligence or willful misconduct of the Contractor or those for whom the Contractor is legally responsible.
- Further, to the extent caused by its negligence or willful misconduct, the Contractor and sureties shall indemnify and hold harmless the City, its subsidiary districts, the City, and their officers, officials, employees, volunteers and agents from all claims suits, or actions of every name, kind, and description by, or in consequence of, neglect in safeguarding the work on the project, or, by or account of, any claims or amount recovered by an infringement of patent, trademark, or copyright, or from any claim or amount arising or recovered under the Workers' Compensation Law, or any other law, ordinance, order or decree, and so much of the money due Contractor under the contract, as shall be considered necessary by the City, may be retained, or in case no money is due, the Contractor's sureties shall be held until any damages shall have been settled and satisfactory evidence to that effect furnished to the City.”
- Item 4-27 Part 1 Front End Specs, 00700 General Conditions, Article 56.B
ADD to the end of the subsection the following: “Nothing in this section will imply the right of the City to control Contractor’s means and methods.”
- Item 4-28 Part 1 Front End Specs, 00700 General Conditions, Article 56.D
ADD to the end of the subsection the following: “Nothing in this section will imply the right of the City to control Contractor’s means and methods.”
- Item 4-29 Part 1 Front End Specs, 00700 General Conditions, Article 62
ADD the following to the end of the article “In the event that the City makes beneficial use of completed portions of the work, then risk of loss for that portion of work shall transfer to the City provided that no subsequent action by the Contractor causes such risk.”
- Item 4-30 Part 1 Front End Specs, 00700 General Conditions, Article 63.G

REPLACE the following sentence: “Partial payment for materials or equipment stored off site shall be limited to 75% of their invoice cost, and Contractor shall provide copies of the invoice to the City.” with the following sentence: “Payment for materials stored off site shall be paid at 100% of their invoice cost provided Contractor provides copies of the invoice to the City, proof that materials are stored securely and protected from the weather, and the title is transferred to the City.”

- Item 4-31 Part 1 Front End Specs, 00700 General Conditions, Article 65
REPLACE the first sentence with the following: “The City may withhold payment in addition to the retainage withheld from monthly payment described in these General Conditions to such an extent as may be reasonably necessary to protect it from loss on account of:”
DELETE the following subsections from Article 65: D, E, F, J, N, O. Replace each with “Not Used” to maintain list order.
- Item 4-32 Part 1 Front End Specs, 00700 General Conditions, Article 72.A.1
REPLACE “at the earliest possible time in order that” with “diligently so that”
- Item 4-33 Part 1 Front End Specs, 00700 General Conditions, Article 72.A.4 and 5
DELETE these sections in their entirety. Replace each with “Not Used” to maintain list order.
- Item 4-34 Part 1 Front End Specs, 00700 General Conditions, Article 72.B.1
DELETE “48 hours” and replace with “10 days”.
- Item 4-35 Part 1 Front End Specs, 00700 General Conditions, Article 72.B.4
DELETE “10 days” and replace with “30 days”.
- Item 4-36 Part 1 Front End Specs, 00700 General Conditions, Article 72.B.4
DELETE “Failure to present such information will be sufficient cause for rejecting any potential claim after the City’s request for further information unless such time is extended in writing by the City.”
- Item 4-37 Part 1 Front End Specs, 00700 General Conditions, Article 72.D.3
DELETE the following phrase from the last sentence: “, and the Contractor must be deemed to have waived all its rights to further protest, judicial or otherwise”
- Item 4-38 Part 1 Front End Specs, 00700 General Conditions, Article 72.D.4
DELETE the reference to “pursuant to Section 01010 “Special Conditions”.
- Item 4-39 Part 1 Front End Specs, 00700 General Conditions, Article 72.D.5
DELETE the reference to “pursuant to Section 01010 “Special Conditions”.
- Item 4-40 Part 1 Front End Specs, 00700 General Conditions, Article 72.E.2
DELETE the last sentence: “If the Contractor fails to timely dispute the City's decision on the matter in accordance with the provisions hereinabove, then the Contractor must

be deemed not to dispute the City's written response to the Contract Claim and the City's decision will be final, conclusive and binding, and the Contractor will be deemed to have waived all its rights to further protest, judicial or otherwise.”

- Item 4-41 Part 1 Front End Specs, 00700 General Conditions, Article 81.A.4
DELETE “Milestone requirements or”
- Item 4-42 Part 1 Front End Specs, 00700 General Conditions, Article 81.A
ADD a new subsection 13 as follows: “For the occurrence listed in items 6 to 10 above, only serious, repeated breaches may justify termination.”
- Item 4-43 Part 1 Front End Specs, 00700 General Conditions, Article 81.D
REPLACE the last sentence with the following: “The Contractor will be compensated for work performed to date up to termination, plus reasonable demobilization costs, but not including lost profits.”
- Item 4-44 Part 1 Front End Specs, 00700 General Conditions, Article 81.E.3
DELETE “the most favorable terms reasonably possible” with “commercially reasonable terms”
- Item 4-45 Part 1 Front End Specs, 00700 General Conditions, Article 81.H
DELETE article in its entirety
- Item 4-46 Part 2 Special Provisions, 01010 Special Conditions, Article 1.05.E
REPLACE article in its entirety with the following:
E. Utility Relocation - Contractor Responsibilities
1. Temporary relocation of SFPUC 16” DI water main around box culvert shoring area.
 - a. Contractor is responsible for trench excavation. Refer to 1304CSU-300 for design details.
 - b. Contractor is responsible for schedule and coordination activities with SFPUC.
 - c. Bid allowance outlined in Item 9, Section 01025. Further fee details are in Section 02710.
 2. AT&T service relocation around Wetland Cell B.
 - a. Following relocation of AT&T service, Contractor is responsible for demolition of AT&T service lateral.
 - b. Contractor is responsible for installation of conduit and vault associated with the relocation of the AT&T service; see Note 3 on 1304CSU-103.
 - c. Contractor responsible for schedule and coordination activities with AT&T.
 - d. Bid allowance outlined in Item 10, Section 01025.
 3. PG&E Olympic Club clubhouse gas service relocation around Wetland Cell B.

- a. Following relocation of gas service (by others), Contractor is responsible for demolition of PG&E gas service lateral.
 - b. Contractor is responsible for schedule and coordination activities with PG&E.
 - c. City to compensate PG&E directly for design services and relocation of the gas service.
4. PG&E overhead power pole relocations associated with John Muir Drive temporary realignment, diversion structure construction, and 36" effluent sewer installation.
 - a. Contractor is responsible for all coordination activities and schedule with PG&E.
 - b. City to compensate PG&E directly for design and relocation of poles in conflict with John Muir Drive temporary realignment, diversion structure construction, and 36" effluent sewer installation. Refer to 1304CSU-103 for further design details.

- Item 4-47 Part 2 Special Provisions, 01025 Measurement and Payment, Article 3.01.B.2
REPLACE article in its entirety with the following:
2. The amount bid under this item shall be limited to 7 percent of the sum total of Bid Items. Payment for that portion of an amount bid in excess of this 7 percent cap shall be included in the final payment to the Contractor.
- Item 4-48 Part 3 Technical Specifications, 02511 Abandonment of Existing Force Main, Article 1.02.A
ADD new article 1.02.A.3 as follows: Select cellular concrete or CLSM based on the reach to be filled. Do not exceed manufacturer's or supplier's recommended lift height with cellular concrete.
- Item 4-49 Part 3 Technical Specifications, 02511 Abandonment of Existing Force Main, Article 1.05.B
REPLACE the first sentence with the following: Abandonment within the Olympic Club property will be placed over consecutive Mondays from both the un-numbered manhole and the vault at Sta 37+20
- Item 4-50 Part 3 Technical Specifications, 02900 Planting, Article 1.04.C.3
DELETE "Soil analysis of existing topsoil shall be provided by Owner."
- Item 4-51 Part 3 Technical Specifications, 02930 Broadcast Seeding, Article 3.03.C
REPLACE the first sentence of the article with "Incorporation of Seed into Soil for Dune Seed Mix Seeding Area: Following the seeding, the seed shall be incorporated into the soil to a minimum depth of one (1) inch and a maximum depth of two (2) inches."
- Item 4-52 Part 3 Technical Specifications, 15050 Piping Systems, Table B – Pipe Summary Table
REPLACE entire Table with Attachment 4-1

- Item 4-53 Drawing 1304-CSD-500, Existing Site Conditions, Demolition Plan, Force Main Abandonment
REPLACE Drawing 1304CSD-500 Rev_0 with 1304CSD-500 Rev_1 (Attachment 4-2)
- Item 4-54 Drawing 1304-CSD-501, Existing Site Conditions, Demolition Plan, Force Main Abandonment Details
REPLACE Drawing 1304CSD-501 Rev_0 with 1304CSD-501 Rev_1 (Attachment 4-3)
- Item 4-55 Drawing 1304-CSC-100, Civil General Notes
REPLACE Drawing 1304CSC-100 Rev_0 with 1304CSC-100 Rev_1 (Attachment 4-4)
- Item 4-56 Drawing 1304-CSC-306, Box Culvert Temporary Grading and Excavation Plan Sheet 2 of 2
REPLACE Drawing 1304CSC-306 Rev_0 with 1304CSC-306 Rev_1 (Attachment 4-5)
- Item 4-57 Drawing 1304-CSS-404, East Portal Bar Rack Details Sheet 2 of 3
REPLACE Drawing 1304CSS-404 Rev_0 with 1304CSS-404 Rev_1 (Attachment 4-6)
- Item 4-58 Drawing 1304-CSS-405, East Portal Bar Rack Details Sheet 3 of 3
REPLACE Drawing 1304CSS-405 Rev_0 with 1304CSS-405 Rev_1 (Attachment 4-7)
- ~~Item 4-59 Drawing 1304-CSE-104, Electrical Site Plan
REPLACE Drawing 1304CSE-104 Rev_0 with 1304CSE-104 Rev_1 (Attachment 4-8)~~
- Item 4-~~60~~59 Drawing 1304-CSL-101, Planting Plan – Canal Riparian and Coastal Scrub Area
REPLACE Drawing 1304CSL-101 Rev_0 with 1304CSL-101 Rev_1 (Attachment 4-~~98~~99)
- Item 4-~~61~~60 Drawing 1304-CSL-103, Planting Plan – Canal Riparian and Coastal Scrub Area
REPLACE Drawing 1304CSL-103 Rev_0 with 1304CSL-103 Rev_1 (Attachment 4-~~109~~109)
- Item 4-~~62~~61 Geotechnical Baseline Report, Section 4.2.1
REPLACE second paragraph with the following:
For baseline purposes, assume the groundwater elevation within this reach is El. 15 ft, and the maximum sustained groundwater inflows for the entire reach, assuming no pre-excavation grouting or other ground improvement such as dewatering or predrainage, will be 200 gpm. Maximum flush inflows will be 10 gpm.
- Item 4-~~63~~62 Geotechnical Baseline Report, Section 4.3.1
ADD the following after the second sentence of the first paragraph:
“For baseline purposes, assume the groundwater elevation within this reach is El. 11-ft.”

Item 4-~~64~~63 References
ADD Attachment 4-~~44~~10 – Lake Merced Sewer System Plan and Profile

Item 4-~~65~~64 References
ADD Attachment 4-~~42~~11 – Piezometer Readings – February 2014

ADDENDUM 3 ATTACHMENTS:

Attachment 4-1 – Section 15050, Table B

Attachment 4-2 – 1304CSD-500, Existing Site Conditions, Demolition Plan, Force Main
Abandonment, rev 1

Attachment 4-3 – 1304CSD-501, Existing Site Conditions, Demolition Plan, Force Main
Abandonment Details, rev 1

Attachment 4-4 – 1304CSC-100, Civil General Notes, rev 1

Attachment 4-5 – 1304CSC-306, Box Culvert Temporary Grading and Excavation Plan Sheet 2 of 2,
rev 1

Attachment 4-6 – 1304CSS-404, East Portal Bar Rack Details Sheet 2 of 3, rev 1

Attachment 4-7 – 1304CSS-405, East Portal Bar Rack Details Sheet 3 of 3, rev 1

Attachment 4-8 – 1304CSL-101, Planting Plan Canal Riparian and Coastal Scrub Area, rev 1

Attachment 4-9 – 1304CSL-103, Planting Plan Canal Riparian and Coastal Scrub Area, rev 1

Attachment 4-10 – Lake Merced Sewer System Plan and Profile

Attachment 4-11 – Piezometer Readings_February 2014

END OF ADDENDUM NO. 4