

ADDENDUM NO. 2
TO THE PLANS AND SPECIFICATIONS FOR THE
NIGHT RIDGE PARK PLAYGROUND
REPLACEMENT

This addendum covers changes to the Plans and Specifications and shall become part of the contract documents. It is a mandatory requirement of a bidder to sign and include this addendum as part of your bid package.

PRE-BID QUESTIONS AND CLARIFICATIONS

Item #1 – Answers to Questions Asked

See Exhibit A for all questions and answers received prior to the February 18, 2026 at 3:00 pm (PST).

End of Addendum No. 2

Signature of Bidder: _____

Contractor

Date

SUBMIT THIS SHEET AS PART OF YOUR BID PACKAGE

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EXHIBIT A

1. The Notice to Contractors indicates the Estimated Construction Cost as "N/A." Please provide the engineer's estimate for the project to assist in bid preparation.
 - We do not have an engineer estimate for this project
2. The Contract Documents reference Special Provisions in multiple sections, including the General Conditions. However, upon review, no Special Provisions appear to be included in the bid package. Please confirm in writing that Special Provisions are not present and are not part of the Contract Documents for this project.
 - There are no Special Provisions for this project.
3. Page 52 of the General Conditions states: "State Specifications - Unless otherwise stated in the Special Provisions, the version of the Standard Specifications of the State of California, Department of Transportation, in effect at the time of Notice to Contractors." Given the apparent absence of Special Provisions (as per RFI #002), please clarify whether this project is governed solely by Caltrans Standard Specifications. The current Caltrans Standard Specifications (2024 edition) comprise 1372 pages and incorporate additional requirements from the Caltrans Local Assistance Procedures Manual (LAPM), which exceeds 600 pages across its chapters. These documents impose substantial additional work and procedures on both the Contractor and the Owner, including detailed administrative, reporting, and compliance obligations typically associated with large-scale highway or federally funded projects. We do not believe such extensive requirements were contemplated for this relatively small playground replacement project when the State Specifications were incorporated by reference in the General Conditions definition. In the event of a conflict between the Informal Bid Package and the State Specifications, please specify which document takes precedence.
 - There are no Special Provisions for this project, State Specifications take precedence.
4. Section 3-1.04 of the General Conditions requires excess or umbrella liability insurance only if the Special Provisions specify limits greater than those in the General Conditions. Given the apparent absence of Special Provisions (as per RFI #002), please confirm in writing that this project does not require such increased limits, thereby reducing insurance burdens to encourage broader bidder participation.
 - There are no Special Provisions for this project, so the insurance requirements are listed in Article 3 of the General Conditions in the Bid package.
5. Section 3-1.04.A requires the Contractor and Subcontractors to insure their own equipment with a waiver of subrogation against the City. This provision appears to apply unconditionally. However, given the park setting and scope of work involving playground replacement, please confirm any project-specific modifications. Additionally, please confirm whether the Contractor may self-insure for its equipment or tools on site as an alternative to procuring a separate Property and Inland Marine policy, which would help limit unnecessary insurance costs.

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- There are no project-specific modifications
 - Contractor may self-insure, but will need to provide adequate proof of coverage to the City with the contract documents.
6. Section 3-1.04.B requires Railroad Protective Liability insurance only when stated in the Special Provisions. Given the apparent absence of Special Provisions (as per RFI #002) and the project site (Night Ridge Park) having no apparent proximity to railroads, please confirm in writing that this insurance requirement does not apply to the project, thereby avoiding unnecessary coverage.
- This insurance requirement does not apply, as there are no Special Provisions.
7. Section 3-1.04.C requires Builder's Risk Insurance, including coverage for perils such as earthquake, flood, and design errors, only when stated in the Special Provisions. Given the apparent absence of Special Provisions (as per RFI #002), please confirm in writing that this insurance requirement does not apply to the project, including any associated deductibles (e.g., 5% for earthquake/flood or \$10,000 for other perils) or Delay in Opening coverage, to minimize insurance obligations.
- This insurance requirement does not apply, as there are no Special Provisions.
8. Section 3-1.04.D requires Environmental Liability Insurance, covering pollution from hazardous materials and asbestos, only when stated in the Special Provisions. Given the apparent absence of Special Provisions (as per RFI #002), please confirm in writing that this insurance requirement does not apply to the project, including the specified minimum limit of \$10,000,000 combined single limits and any allowances for claims-made forms, to reduce overall insurance demands.
- This insurance requirement does not apply, as there are no Special Provisions.
9. Section 3-1.04.E.7 grants the City discretion to require new types of insurance or increased limits during the Contract term with 30 days' notice, at the Contractor's sole expense. Please clarify the anticipated circumstances for invoking this provision on this project and any guidelines or limitations that would apply to such changes, with a preference toward minimizing mid-project increases to maintain cost predictability.
- This is standard contract language, but there are currently no anticipated circumstances to invoke this provision.
10. Section 3-1.04.E.1 requires endorsements naming the City as an additional insured with primary coverage on General Liability, Automobile Liability, and any Excess or Umbrella policies. This provision appears to apply unconditionally. Please confirm if specific endorsement forms (e.g., CG 20 10) are required and whether umbrella policies may be used to meet these obligations in alignment with the limits in the Informal Bid Form.
- Specific endorsement forms which name the City as an additional insured are required.
 - Umbrella policies may be used to meet the insurance requirements.

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11. Section 3-1.01 requires General Liability coverage of \$2,000,000 per occurrence and \$4,000,000 aggregate. Our existing general liability policy provides coverage of \$1,000,000 per occurrence and \$2,000,000 aggregate. Please confirm whether this meets the project's requirements under Section 3-1.01 of the General Conditions, or if additional coverage (e.g., via excess or umbrella) is necessary. If increased limits are required, please confirm whether adding a \$1,000,000 umbrella policy to achieve effective coverage of \$2,000,000 per occurrence and \$3,000,000 aggregate would be acceptable, as this would help limit costs while providing substantial protection.
- Our contract requires General Liability coverage of \$2,000,000 per occurrence and \$4,000,000 aggregate.
 - The existing liability policy listed above (\$1,000,000 per occurrence and \$2,000,000 aggregate) does not meet this project's requirements.
 - Adding a \$1,000,000 umbrella policy to achieve effective coverage of \$2,000,000 per occurrence and \$3,000,000 aggregate would still not meet the contract's General Liability coverage.
12. The General Conditions reference a potential Construction Manager in administration of the Contract. Please confirm whether the City intends to engage a third-party construction manager to administer the Contract and, if so, provide their contact information.
- The City does not intend to engage a third-party construction manager to administer the Contract.
13. The Informal Bid Form and Exhibit A require CPSI Inspections for both structures by a NRPA-certified CPSI. Please specify whether the City has a designated vendor for these playground safety inspections or if the Contractor is responsible for selecting and providing one.
- The selected contractor is responsible for selecting an NRPA-certified CPSI to perform an audit of the new play structures and providing the reports.
14. In the event of a conflict between the Informal Bid Package and the State Specifications incorporated into this project, please clarify which document governs.
- State Specifications would take precedence.
15. The scope references equipment installation per plan 25_7727_NightRidgePark_004 DIM Plan. Please confirm if structural drawings with footing details are available and, if so, provide them or indicate where they can be obtained.
- See Addendum No. 1, Exhibit B
16. Does this job need to fill the form of prequalification?
- There is not prequalification form. A California Class A or Class B contractor's license is required.
17. Would this project require sourcing anchor fasteners to install playground fixtures into an asphalt surface?

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- No anchor fasteners will be required “to install playground fixtures into an asphalt surface”.
18. The documents mention that substitutions are allowed, and I was hoping to confirm whether this applies to the play equipment itself. Specifically, would the City consider alternate equipment that is equal to or better in quality and performance, and provided at an equal or lower overall cost?
- “Substitutions” does not include the entire play structure; the RFP is for demo and installation only.
19. Is there a specified amount of Engineered Wood Fiber (EWF) expected to be installed?
- There is not a specific amount, per the scope of work, the EWF will be re-installed and then topped off to restore a minimum 12” compacted depth (or greater where required by critical fall height) throughout all use zones.
20. Will the City be saving any of the removed play equipment.
- No, all removed play equipment shall be discarded.
21. What will the liquidated damages be?
- The amount of liquidated damages to be paid by Contractor to City for failure to complete the entire work in the specified number of Working or Calendar Days (as extended, if applicable) will be Two Hundred Fifty Dollars (\$250.00) for each Calendar day, continuing to the time at which the work is completed.

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