



April 28, 2025

ADDENDUM NO. A

TO THE CONTRACT DOCUMENTS

FOR

Colton Middle School – Admin. Modernization and New Locker Room Bldg.

FOR THE

Colton Joint Unified School District
1212 Valencia Drive
Colton, CA 92324

DSA Application #04-123792 FILE #36-14 RCA Project No. 1-15-111

NOTICE TO BIDDERS

This Addendum forms a part of the Contract and modifies the original documents of DSA Approved on December 04, 2024. It is intended that all work affected by the following modifications shall conform with related provisions and general conditions of the contract of the original drawings and specifications. Modify the following items wherever appearing in any drawing or sections of the specifications. Acknowledge receipt of Addendum No. A in the space provided on the Bid Form. Failure to do so may subject the bidder to disqualification.

GENERAL NOTICE

Item No. A.0 Contractor shall provide all construction related documents, separated per Project Scope and DSA Application No. (See information listed above). This shall include all Pre-Bid RFI's, RFI's, Submittals, SOV's, and Pay Apps.

CHANGES TO SPECIFICATIONS

Item No. A.1 Reference Supplementary General Conditions – Article 1: Pricing Adjustments Due To Tariffs
A.1.1 Add the Supplementary Section in its entirety.

ATTACHMENTS

Specifications: Supplementary General Conditions
Sketches: NA
Sheets: NA

END OF ADDENDUM NO. A

Roger Clarke, Principal
C-21340



SUPPLEMENTARY GENERAL CONDITIONS

ARTICLE 1

PRICING ADJUSTMENTS DUE TO TARIFFS

If after bids are opened for the Project, the federal government executes and implements any tariffs that result in an overall increase in the Contractor's pricing for specific raw materials or fabricated materials required for the Project, the Contractor may request a price adjustment for the actual cost increases incurred only if the Contractor and all applicable Subcontractors comply with all of the following requirements:

1. The Contractor fully complied with the requirements in the Contract Documents for timely submitting and obtaining approvals of: (1) all schedules including, but not limited to, Baseline Schedule, Construction Schedule, and schedule updates; and (2) all other required documents and submittals including those set forth in Articles 3.7 and 3.9 of the General Conditions;
2. The Contractor provides documents including, but not limited to, quotes, invoices, receipts, and any other documents reasonably requested by the District showing the original cost of the impacted materials required for the Project and the revised final costs due to the applicable executed and implemented tariffs which results in an increase by a net amount of more than twenty percent (20%);
3. All data and documents used by the Contractor to establish costs pursuant to this Article are consistent with the approved Schedule of Values;
4. The Contractor provides the District with all bid documents used by the Contractor and its Subcontractors to prepare its bid for the Project including all electronic files with all associated original unaltered metadata;
5. The Contractor provides the District detailed job cost reports for the Project;
6. The Contractor timely provided submittals and obtained approvals of submittals for all impacted materials the Contractor is seeking a price adjustment for from the District;
7. The Contractor provides documents to show it made reasonable efforts to obtain the materials subject to tariffs from other sources including domestic sources or other sources not subject to tariffs and that there are no equivalent materials that are not subject to tariffs; and
8. The Contractor provides documents to show all impacted materials the Contractor is seeking a price adjustment for were ordered and procured timely by the Contractor as required by the Contract Documents, and that the timing of such orders by the Contractor did not, or will not, impact the progress of the Project and not impact the approved critical path shown in the approved Construction Schedule.

Upon compliance with all of the requirements set forth above, the District will evaluate the information and documents provided, and any cost adjustment approved by the District shall be made pursuant to a change order issued to the Contractor in accordance with the Contract Documents. The District reserves the right to make adjustments should the actual final costs be lower than any estimated costs previously provided by the Contractor.

Any price adjustment pursuant to this Article shall not automatically result in an increase in the Contract Time. However, if the Contractor is able to establish a delay pursuant to the requirements of the Contract Documents due to a tariff executed and implemented by the federal government, such established delay shall be considered a "Force Majeure Event" and shall be subject to the requirements and conditions set forth in Article 8.4.3 of the General Conditions. If the Contractor disputes any Contract Price or Contract Time adjustment pursuant to this Article, it shall timely proceed in accordance with the Disputes and Claims procedures set forth in Article 4.6 of the General Conditions including providing all required timely written notices.