

City of Oakley

ADDENDUM No. 1 to contract documents for

**POLICE DEPARTMENT BUILDING RECONSTRUCTION PROJECT
CIP # 175**

BID OPENING DATE: January 7, 2016 at 2:00 PM

Notice is hereby given that the following clarifications and revisions are made to the above referenced contract documents:

Updates to the Plans and Specifications pages:


1) Updated License Classification Requirements

- A Class "B" General Building Contractors License shall be required for the project
- Attached updated pages 5 and 9 of Part I of the Specifications

2) Contractor may visit site prior to bid opening.

To visit the site contact Chris Thorsen, Police Chief at: thorsen@ci.oakley.ca.us

All bidders shall acknowledge receipt and acceptance of Addendum No. 1 by signing in the space provided at the end of this Addendum and submitting the signed addendum with their proposal.



Jason Kabalin
Associate Engineer
December 9, 2015

Contractor Signature

Date

Company Name

the Completion Date (as extended, if applicable) is **TWO HUNDRED FIFTY DOLLARS (\$250.00)** for each calendar day any work remains incomplete beyond the time fixed above for completion. Such amount is the actual cash value agreed upon as the loss to City resulting from Contractor's default.

At the time the Contractor's bid proposal is submitted, the Contractor shall possess a valid Class B California General Contractor's License. The Contractor shall also possess a valid City of Oakley Business License at the time the contract is awarded.

The City of Oakley, hereby notifies all bidders that the contract entered into pursuant to this advertisement will be awarded to the lowest responsible bidder without discrimination on the grounds of race, color, national origin, sex, religion, age or disability. **The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR, Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract, or such other remedy as recipient deems appropriate.**

Prevailing Rate of Wages: The State general prevailing wage rates determined by the Director of Industrial Relations are considered a part of this contract. Pursuant to Section 1773 of the Labor Code, the general prevailing wage rates in the county in which the work is to be done have been determined by the Director of the California Department of Industrial Relations. These wages are set forth in the General Prevailing Wage Rates for this project, available at City of Oakley address and available from the California Department of Industrial Relations' Internet web site at: <http://www.dir.ca.gov>. In payment of labor, the Contractor shall comply with the provisions of Labor Code Sections 1770 to 1781.

For any moneys earned by the Contractor and withheld by the City to ensure the performance of the contract, the Contractor may, at the Contractor's request and expense, substitute securities equivalent to the amount withheld in the form and manner and subject to the conditions provided in Article 8, (commencing with Section 10263), Chapter 1, Part 2, Division 2 of the Public Contract Code of the State of California.

Plans and Contract Documents for bidding this project may be obtained from the **Public Works & Engineering Department located at 3231 Main Street, Oakley, CA 94561**, weekdays, excluding holidays, between the hours of 8:00 a.m. and 6:00 p.m. A Non-refundable fee for full size plans and contract documents are **\$50.00 per set**. Please include Federal Express number with mail-in requests for plans and specifications. If mailing is desired, without a Federal Express number, an additional non-refundable cost of **\$10.00 per set** will be required. For further information, contact the Public Works and Engineering Department at (925) 625-7037.

ATTEST:



Libby Vreonis, City Clerk

The undersigned certifies that the Contract Documents have been thoroughly read and understood and that, except as may be specifically noted and contained in addenda, there are no discrepancies or misunderstandings as to the meaning, purpose or intent of any provision in the Contract Documents or as to the interpretation of the same. The undersigned hereby incorporates by reference, the same as though set out in full, all provisions of the Notice to Contractors and Information for Bidders published by Owner and pertaining to the work described in this bid.

Accompanying this bid is _____ [insert words "cash", "cashier's check", "certified check", or "bidder's bond", as the case may be], in amount equal to at least 10% of total of the bid, naming the Owner as Obligee or Payee, as applicable.

The names of all persons interested in the foregoing bid as principals are as follows:

IMPORTANT NOTICE: If bidder or other interested person is a corporation, give legal name of corporation, state where incorporated and names of the president and secretary thereof; if a partnership, give name of the firm, also names of all individual co-partners composing firm; if bidder or other interested person is an individual, give first and last names in full.

I. LICENSING

The undersigned is licensed in accordance with State Law providing for the registration of Contractors, License No. _____. A Class "B" California Contractor's License is required. [A class "B" General _____ Contractor's License or combination of Class C Licenses suitable for the project is required.] The License expiration date is _____. No payment for work or material under this Contract will be made by Owner unless and until the Owner receives verification from the State Registrar of Contractors that the records of the Contractor's State License Board indicate the successful bidder was properly licensed at the time the Contract was awarded.

Any bidder not so licensed shall be subject to all legal penalties imposed by law, including, but not limited to, an appropriate disciplinary action by the Contractor's State License Board.

In addition, failure of the bidder to obtain and maintain proper and adequate licensing for the Contract shall constitute a failure to execute or perform this Contract and shall result in the forfeiture of the security of the bidder. The representations made herein are under penalty of perjury.

NOTE: If bidder is a corporation, the legal name of the corporation shall be set forth below, together with the signature of the officer or officers authorized to sign contracts on behalf of the corporation; if bidder is a co-partnership, the name of the firm shall be set forth below, together with the signatures of the partner or partners authorized to sign contracts in behalf of the co-partnership; and if bidder is an individual, his/her signature shall be placed below.

I declare under penalty of perjury that I have the authority to execute this bid form and that the foregoing is true and correct.

BUSINESS ADDRESS: _____

PLACE OF RESIDENCE: _____

DATE: _____