

**City of Oakley**  
**ADDENDUM NO. 1a to contract documents for**  
**OAKLEY RECREATION CENTER IMPROVEMENT AND**  
**SIGNALIZATION PROJECT, CIP # 194**

**BID OPENING DATE: October 19, 2017 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:**

Specifications Part I:

- Pages 2, 5, & 20

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



\_\_\_\_\_  
Jason Kabalin  
Associate Engineer  
October 5, 2017

\_\_\_\_\_  
Contractor Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Company Name

withdraw his/her bid for a period of NINETY (90) calendar days after the date set for the opening thereof, and the same shall be subject to acceptance by the City during this period.

The City Council reserves the right to reject any or all bids, waive any irregularities in any bids and its determination as to which bid is the lowest responsible bid and is for the best interest of the City shall be final. The City Council shall have NINETY (90) calendar days from and after the opening of the bids within which to make its determination.

The Contractor receiving the award of the contract shall begin work within **TEN (10)** Working days after receipt of the Notice to Proceed and shall diligently prosecute the same to completion within the time restrictions as listed in the technical specifications and all work shall be completed by the time allotted in the technical specifications.

The Contractor shall have **SIXTY (60) Working Days** to complete this project. Working days will be counted starting from the date of the Notice-to-Proceed as day one. The amount of the liquidated damages to be paid by the Contractor to the City for failure to complete the work by the Completion Date (as extended, if applicable) is TWENTY FIVE HUNDRED DOLLARS **(\$2,500.00)** 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 A 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

## A. UNIT PRICE SCHEDULE

The undersigned, Pursuant to and in compliance with your Notice to Contractors and the Contract Documents relating to the **OAKLEY RECREATION CENTER, INTERSECTION IMPROVEMENT AND SIGNALIZATION**, including Addenda No. \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, as Bidder, declares that the only persons or parties interested in this proposal as principals are those named herein; that this proposal is made without collusion with any other person, firm, or corporation; that he has carefully examined the location of the proposed work, the annexed proposed form of contract, and the plans therein referred to; and he proposes and agrees if this proposal is accepted that he will contract with the City of Oakley in the form of the scope of the contract annexed hereto, to provide all necessary machinery, tools, apparatus, and other means of construction, and to do all the work and furnish all the materials specified in the contract, in the manner and time therein prescribed, and according to the requirements of the Engineer as therein set forth, and that he will take in full payment therefore the following item prices, to wit:

### BID ITEMS

ITEM NO.	DESCRIPTION OF ITEM	EST. QTY	U/M	UNIT PRICE	TOTAL
1	Mobilization	1	LS		
2	Traffic and Pedestrian Control System and Construction Area Signs	1	LS		
3	Clearing and Grubbing	5,000	SF		
4	Storm Water Pollution Prevention Plan (SWPPP)	1	LS		
5	Storm Water Pollution Control Implementation	1	LS		
6	Remove and Dispose of Asphalt Concrete Pavement and Base	157	SY		
7	Remove Curb and Gutter, Curb and Dikes	460	LF		
8	Remove Concrete	1,780	SF		
9	Remove Trees	7	EA		
10	Remove Traffic Striping and Markings and Prepare Lead Compliance plan	1	LS		
11	HMA (TYPE A)	110	TON		
12	Roadway Excavation	188	CY		
13	City Standard Sidewalk	795	SF		
14	Stamped Concrete	310	SF		
15	City Standard Curb & Gutter	140	LF		
16	City Standard Vertical Curb	225	LF		
17	Curb Ramp (Caltrans Case A)	2	EA		
18	Curb Ramp (Caltrans Case C)	2	EA		

Contractor agrees to furnish all tools, equipment, apparatus, facilities, labor, and material and transportation necessary to perform and complete in a good and workmanlike manner to the satisfaction of the City, all the work called for, and in the manner designated in, and in strict conformity with the Contract Documents for the project entitled: **OAKLEY RECREATION CENTER, INTERSECTION IMPROVEMENT AND SIGNALIZATION.**

1.05 CONTRACT AMOUNT AND PAYMENTS.

City agrees to pay, and Contractor agrees to accept, in full payment for the above work, the sum of \_\_\_\_\_ **DOLLARS AND \_\_\_\_\_ CENTS (\$\_\_\_\_\_)**, which sum is to be paid according to the schedule and in the manner set forth herein and subject to additions, deductions, and withholding as provided in the Contract Documents. When it is provided in the Notice to Bidders, Instructions to Bidders, or Proposal Form that Contractor is to be paid on the basis of the unit prices shown in his bid, instead of a lump sum price, the Contractor agrees to accept, in full payment for the above work, the sum computed in accordance with the actual amount of each item of work performed or material furnished, at the unit price which Contractor bid for each such item in his Proposal Form, said unit price to be determined as provided in the Standard Specifications and Special Provisions.

1.06 PROGRESS AND FINAL PAYMENTS.

Subject to the terms and conditions of the Contract Documents, City shall cause payments to be made upon demand of Contractor in the manner set forth in the Standard Specifications.

1.07 RETENTION OF SUMS CHARGED AGAINST CONTRACTOR.

When, under the provisions of this Contract, City shall charge any sum of money against Contractor, City shall deduct and retain the amount of such charge from the amount of the next succeeding progress estimate, or from any other moneys due or that may become due Contractor from City. If, on completion or termination of the Contract, sums due Contractor are insufficient to pay City's charges against him, City shall have the right to recover the balance from Contractor or its sureties.

1.08 COMMENCEMENT AND PROSECUTION OF WORK.

The Contractor shall begin work within TEN (10) working days of the date of the Notice to Proceed and shall diligently prosecute the same to completion before the expiration of **SIXTY (60) WORKING DAYS**, after the date of Notice to Proceed. The phrase "commence the work" means to engage in a continuous program on-site including, but not limited to, site clearance, grading, dredging, land filling and the fabrication, erection, or installation of the work. Said Notice to Proceed shall be issued following execution of the Agreement and the filing by Contractor of the required bonds and proof of insurance. The continuous prosecution of work by Contractor shall be subject only to Excusable Delays as defined in this Agreement.

1.09 TIME OF COMPLETION.

The entire work shall be brought to completion in the manner provided for in the Contract Documents on or before the **SIXTHIETH (60th)** working day, (hereinafter called