

City of Oakley
ADDENDUM NO. 1 to contract documents for
CIP 187 – Main Street Bridge Rehabilitation at Contra Costa Canal
Project

BID OPENING DATE (updated): August 22, 2023 2:00 PM

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

Notice to Bidders:

Specs Part I:

- Notice to Contractors

Specs Part II:

- Section 3-1.05, Notification by Contractor
- Section 4-1.02, Changes to the Work
- Section 8-1.07, Working Hours

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
Capital Projects Engineer
July 12, 2023

Contractor Signature

Date

Company Name

NOTICE TO CONTRACTORS

Sealed proposals will be received at the office of the City Clerk of the City of Oakley, 3231 Main Street, Oakley, CA 94561, until

2:00 PM

TUESDAY

August 22, 2023

for the following project:

MAIN STREET REHABILITATION PROJECT AT CONTRA COSTA CANAL BRIDGE

CIP No. 187

at which time they will be publicly opened and read aloud. Sealed proposals must be clearly marked on the outside with the Project number, date, and time of bid.

This following information is presented to indicate the size of the project and no warrant is made or intended as to final quantities:

The project plans and specifications are supplemented by Caltrans Standard Specifications dated 2022 and Caltrans Standard Plans dated 2022.

Project Description

Project includes but is not limited to: Mobilization and demobilization; traffic control and construction signage; removal and replacement of traffic striping, marking, and markers; clearing and grubbing, removal of concrete barrier(s), removal of guardrail, construction of new concrete barrier, chain link fence mounted to concrete barrier, methacrylate treatment of bridge deck, construction of a temporary canal protection system and worker access on the sides and below the bridge, epoxy injection into bridge soffit cracks, signing and striping, and other work as shown on the Contract Plans, as specified in the Contract Documents, and as directed by the City Engineer.

Each bid must be accompanied by a cashier's check, certified check, or Bidder's Bond executed by a responsible corporate surety authorized to issue such bonds in the State of California and secured through an authorized agent with an office in California, payable to the City of Oakley, in an amount not less than ten percent (10%) of the amount of the Base Bid. The successful bidder will be required to furnish a Performance Bond in an amount equal to one-hundred percent (100%) of the contract price, and a Labor and Material Bond in an amount equal to one-hundred percent (100%) of the contract price. Said bonds shall also be executed by a corporate surety authorized to engage in such business in the State of California and be made payable to the City of Oakley.

If the successful bidder fails, neglects, or refuses for TEN (10) calendar days after the award of the contract to enter into the contract to perform the work, the cashier's check, certified check, or Bidder's Bond accompanying the bid and the amount therein named, shall be declared forfeited to the City and shall be collected by it and paid into its general fund. No bidder may 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.

performance under the contract. Said securities will be deposited either with the City or with the state or federally chartered bank as escrow agent. Securities eligible for this substitution are those listed in California Government Code §16430 or bank or savings and loan certificate of deposit, interest bearing demand deposit accounts, standby letters of credit, or any other mutually agreed to by Contractor and the Owner. The Contractor shall be the beneficial owner of any securities substituted for monies withheld and shall receive any interest thereon.

3-1.04 EXECUTION OF AGREEMENT

The form of agreement which the successful bidder, as Contractor, will be required to execute is included in the Contract Documents and must be carefully examined by each bidder. The bidder to whom the Contract is awarded by Owner shall, within 10 calendar days after *Notice of Award*, execute and deliver to Owner 2 original Agreements.

3-1.05 NOTIFICATION BY CONTRACTOR

- A. The Contractor shall notify the Director of Public Works & Engineering and the project inspector at least 48 hours prior to commencing work and shall comply with any Notifications or approvals mentioned in Part III of these Specifications.
- B. Immediately after the award of Contract by the City of Oakley and where applicable and required by the Plans and Specifications, the Contractor shall notify the following agencies:

CPN Pipeline Corp
Scott Vickers
Project Manager
scott.vickers@calpine.com
(707) 249-9211

U.S.A. Cable Locator
(Notify two weeks prior)
Telephone: (800) 227-2600

Pacific Gas and Electric
Rex Meneses
Project Manager
mer3@pge.com
(925) 270-2723

Sefnco/Comcast
Chris Perry
Permit Coordinator
cperry@sefnco.com
(925) 783-4877

AT&T
David Garcia
Engineer
DG8890@att.com
(925) 328-6847

Ironhouse Sanitary District
Vivian Housen
District Engineer
vhousen@housenassociates.com
(925) 518-3487

Contra Costa Water District
Jewel Jacobson
Real Property Specialist
jjacobson@ccwater.com
(925) 688-8162

Diablo Water District
Dan Muelrath
General Manager
dmuelrath@diablowater.org
(925) 625-3798

Section 4

SCOPE OF WORK

4-1.01 LOCATION OF WORK

The City reserves the right to add or delete from quantities of work during the project and to add or delete locations as defined in Section 9-1.01 of these Specifications. Locations of work for this project are set out in *Plans & Specifications*, Part II and incorporated herein.

4-1.02 CHANGES TO THE WORK

The bidder's attention is directed to the provisions of Section 4 of the Standard Specifications and the following modifications, all of which are applicable to this Contract:

A. Owner, without invalidating the Contract, may order additions to or deductions from the Work, the Contract Sum being adjusted accordingly. Any claim for extension of time cause thereby shall be adjusted at the time of ordering such change. See Section 9-1.01A of these Specifications regarding measurement and payment for increased or decreased quantities.

B. Any alteration or alterations made in the *Plans & Specifications* which are a part of this Contract, or any provision of this Contract shall not operate to release any surety or sureties from liability on any bond or bonds attached hereto and made a part hereof, and consent to make such alterations is hereby given, and the sureties to said bonds hereby waive the provisions of Civil Code §2819.

C. In giving instructions, the Engineer shall have authority to issue written change orders. Except in an emergency endangering life and property, no extra work or change shall be made unless in pursuance of such written order and no claim for an addition to the Contract Sum shall be valid unless the additional work was so ordered.

D. Prior to any Work being done, any change order that is in excess of the original Contract amount, additional time, and contingency, will not become effective until approved by the City.

E. Any change order exceeding the amount of the approved budget is invalid unless and until a budget adjustment has been approved by the City Manager or the City Council.

F. Unit prices in any change order shall be the same as those unit prices in the original Contract. Force Account and Lump Sum change order mark-ups shall not exceed 10% for Materials and 10% for Equipment. Labor mark-ups shall not exceed a total of 10% including but not limited to labor surcharge or any other mark-up.

4-1.03 PROJECT APPEARANCE

The Contractor shall maintain a neat appearance to the work. Trash and construction waste shall be contained in approved waste receptacles.

Full compensation for conforming to the provisions in this section, not otherwise provided for, shall be considered as included in prices paid for the various contract items of work involved and no additional compensation will be allowed therefor.

8-1.04 UTILITIES AND NON HIGHWAY FACILITIES

Attention is directed to Section 5-1.36D, "Nonhighway Facilities," of the Standard Specifications and these Special Provisions.

8-1.05 LIQUIDATED DAMAGES

Liquidated damages will be assessed in the amount stated in the "Notice to Contractors" in Part I of these specifications for each calendar day any work remains incomplete beyond the time fixed above for completion.

8-1.06 ADJUSTMENT AND PRESERVATION OF UTILITIES

This section is supplemental to the Standard Specifications. In case of conflict, these conditions shall govern insofar as applicable.

It shall be the sole responsibility of the Contractor to pothole and verify the exact locations and depths of all utilities prior to making borings or excavations. Power poles and overhead wires shall be protected. Call Underground Service Alert (USA) at 1-800-227-2600 prior to any digging.

Contractor shall notify Director of Public Works & Engineering of Contractor's findings in writing where possible conflicts may exist.

The Contractor shall bear full responsibility for all damages and cost of repairs to existing utilities and surface improvements that are to remain or not in direct conflict. If any utilities or improvements, including irrigation systems, are damaged during the course of construction, all expenses, or whatever nature, arising from the restoration of improvements to its original conditions shall be borne by the Contractor, and no additional compensation shall be allowed therefor.

Any damaged, broken or cracked utility boxes must be brought to the attention of the Public Works Inspector prior to construction or the Contractor shall assume liability for the damaged boxes.

Unless otherwise indicated on the drawings or specified herein, the Contractor shall maintain in service all water, gas, and sewer lines and any lighting, power, and telephone surface and sub-surface structures of any nature that may be affected by the work.

If the Contractor fails to maintain and protect such facilities, the City of Oakley reserves the right, if requested by the owners of the utilities, to permit the Owner to move or maintain the utilities at the Contractor's expense.

Should it become necessary in the performance of the Work to disconnect or re-route any underground utility due to a direct conflict with the new work, Contractor shall inform respective utility company involved.

8-1.07 WORKING HOURS

No work shall be done before 7:30 a.m. or after 5:30 p.m. Work is prohibited on Saturday, Sunday and legal holidays unless otherwise noted. Work outside of the allowable working hours or on any

of the prohibited working days must be approved by the Engineer in writing by 5:00 pm the Wednesday prior to commencement of work.

Labor Day	September 4, 2023
Veteran's Day	November 10, 2023
Thanksgiving	November 23 & 24, 2023
Christmas Eve/Day	December 25, 2023
New Year's Eve/Day (Observed)	December 29 & Jan 1, 2023

8-1.08 SUPERVISION

The Contractor shall have a qualified superintendent on the job site at all times when work is in progress. Contractor shall submit Superintendents name and resume of experience to the Director Public Works & Engineering for approval at pre-construction meeting.

8-1.09 PRE-CONSTRUCTION CONFERENCE

The Contractor shall arrange for a pre-construction conference meeting with the Director of Public Works & Engineering. This meeting shall be held at least 1 week before the Contractor intends to start construction.

At the pre-construction conference, the Contractor shall provide the Director of Public Works & Engineering with the name(s) and telephone number(s) of Contractor's personnel who can be reached and who can respond during non-working hours in the event of an emergency or other contingency requiring the Contractor's immediate attention.

8-1.10 COMPENSATION

Full compensation for conforming to the requirements of this Section 8 – Prosecution and Progress shall be considered as included in the prices paid for the various contract items of work, and no additional compensation will be allowed therefore, except that this provision does not constitute a waiver, alteration, or limitation of the applicability of Section 7102 of the Public Contracts Code.