



ADDENDUM NO. 1

**TO
CONTRACT DOCUMENTS
FOR THE
LONE TREE WAY AND GOLF COURSE ROAD
PAVEMENT RESURFACING
IN
ANTIOCH, CALIFORNIA
P.W. 392-30**

**ISSUED
AUGUST 6, 2018**

This Addendum No. 1 must be signed by the bidder and attached to the CONTRACT PROPOSAL PACKAGE for consideration by the City. The City reserves the right to disregard any proposal, which does not include this Addendum. The City may waive this requirement at its sole discretion.

SEE ATTACHED ADDENDUM ITEMS

Prepared By: 

Scott Buenting, P.E.



BIDDER'S CERTIFICATION

I acknowledge receipt of this Addendum No. 1 and accept all conditions contained herein.

Bidder

By:

- 1) "Notice Inviting Bids", Subsection "Award of Contract", of the Specifications, is amended to state the following:

"The City intends to award the Contract to the lowest responsive, responsible Bidder based on the Total Bid Price. The City reserves the right to reject any and all bids and/or to waive any irregularities or informalities in any bid or in the bidding procedure. The City specifically reserves the right to not award the Contract after the opening of bids.

Bids will be examined and reported to the City Council of Antioch within fourteen (14) days of the bid opening. The City Council reserves the right to reject any and all bids or to waive any irregularities or informalities in any bid or in the bidding procedure."

- 2) Section A-1, "Bid Opening and Award", of the Specifications is amended to state the following:

"Sealed proposals will be received by the Office of the City Clerk, City Hall, located at 200 "H" Street, Antioch, California, until 2:00 p.m., on August 14, 2018 publicly opened and read in the City Council Chambers located at 200 "H" Street at 2:00 p.m., on August 14, 2018.

Award of the contract, if it is to be awarded, will be to the lowest responsive, responsible bidder whose proposal complies with all the requirements described. Such award, if made, will be made at a meeting of the Antioch City Council within fourteen (14) days after the opening of the proposal. The attached "Revised Acknowledgement of Insurance Requirements" shall be submitted in lieu of the original "Acknowledgement of Insurance Requirements".

- 3) Section A-4, "Time of Completion", of the Specifications is amended to state the following:

"The Contractor shall commence the application of rubberized chip seal no later than September 10, 2018 and shall diligently prosecute the completion of the project before the expiration of the following dates:

- Substantial Completion: Complete installation of all micro-surfacing by October 15, 2018
- Final Completion: Complete all aspects of the project by November 15, 2018

The City reserves the right to terminate the contract in whole or in part at any time for the convenience of the City, particularly due to inclement weather, without penalty or recourse. The City shall give written notice by certified mail, return receipt requested, to the Contractor of the termination at least 30 days before the effective date of the termination. In the event of termination under this paragraph, the Contractor shall be entitled to receive just and equitable compensation for work in progress, work completed and materials accepted before the effective date of the termination."

- 4) The first paragraph of Section C-1, "General", Subsection B, "Project Schedule", of the Specifications is amended to state the following:

"The Contractor shall submit evidence of insurance and required bonds, as well as prepare and have accepted by the Engineer, a schedule for performing work within six (6) calendar days of being awarded the bid. The application of the rubberized cape seal shall start no later than September 10, 2018 and the application of micro-surfacing is to be completed no later than October 15, 2018. Submittal of a revised schedule will not supersede a previous schedule, until it is accepted in writing, by the Engineer. The Contractor shall submit a general schedule within six (6) calendar days of being awarded the bid. This schedule shall contain

general information, such as the start and finish dates of rubberized Cape seal. The Contractor shall submit a more detailed schedule containing the following information: street names and the date of construction for rubberized chip seal for each street. The Contractor shall submit this list to the Engineer at least two weeks prior to the start of construction."

- 5) The last paragraph of C-1, Subsection D, "Materials/Submittals", of the Specifications is amended to state the following:

All submittals requiring review by the City shall be made to the Engineer six (6) calendar days in advance of ordering. A minimum of four (4) hard copies and one (1) electronic copy shall be submitted, three (3) hard copies will be retained by the City."

- 6) Section C-2, "Water Pollution Control", of the Specifications is amended to state the following:

"Contractor shall comply with California's General Permit for Stormwater Discharges Associated with Construction and Land Disturbance Activities (Construction General Permit) Order No. 2009-0009-DWQ as amended by Order No. 2010-0014-DWQ (NPDES No. CAS000002) issued by the State Water Resources Control Board (State Water Board), the Contractor shall be responsible for preparing, submitting and implementing a Water Pollution Control Plan (WPCP).

Full compensation for water pollution control, including all permit fees, labor, materials, tools, equipment and incidentals, and for doing all the work involved in preparing, implementing, inspecting, maintaining, removing, and disposing all aspects of the Water Pollution Control Plan complete and in place and all the work involved in complying with Construction General Permit, the Standard Specifications, the Special Provisions and as directed by the Engineer shall be considered as included in the contract price paid for the various contract items and no additional compensation will be allowed therefore."

- 7) The second paragraph of Section C-2, "Traffic Control", of the Specifications is amended to state the following:

"All temporary signs, delineators, striping, and other traffic control items required to maintain traffic shall be furnished and installed by the Contractor. Within six (6) calendar days of being awarded the bid, the Contractor shall submit for approval of the Engineer his plans for temporary traffic control through the project areas for the duration of the project."

- 8) The second to the last paragraph of Section C-2, "Traffic Control", of the Specifications is amended to state the following:

"The contract price paid per working day for traffic control shall be full compensation for all work necessary to comply with Sections 4-1.04 "Detour", 7-1.08 "Public Convenience", 7-1.09 "Public Safety", the applicable portions of Section 8-1.05, "Temporary Suspension of Work", and all of Section 12, "Construction Area Traffic Control Devices", as modified herein, as specified in these Special Provisions, and as directed by the Engineer, and no additional payment will be made therefore."

- 9) The second paragraph of Section C-6, "Line and Grades", of the Specifications is amended to state the following:

"The City will not provide any construction-staking services. All required project limits and facilities shall be laid out by the Contractor and approved by the Engineer."

- 10) Section C-10, "Rubberized Cape Seal", Subsection 4.2, "Weather Conditions", of the Specifications is amended to state the following:

"Asphalt Rubber binder material shall be applied only when the existing surface is dry and the atmospheric temperature is above 50 °F and rising. No material shall be applied when the predicted chance of rain is higher than 10% or when the wind is in excess of 20 mph, as directed by the Engineer. Any damage to the rubberized cape seal due to weather shall be repaired at the Contractor's expense."

- 11) C-10, "Rubberized Cape Seal", Subsection 4.4, "Application of Asphalt Rubber Binder", of the Specifications is amended to state the following:

"Placement of the Asphalt Rubber shall proceed only under the following conditions:

- a) The pavement surface temperature shall be 60 °F and rising.
- b) The pavement surface is clean and dry.
- c) The wind conditions do not exceed 20 mph.
- d) All of the construction equipment such as the Asphalt-Rubber distributor, aggregate spreader, haul trucks loaded with cover material, rollers and brooms are in position and ready to commence placement operations.
- e) Chance of rain does not exceed 10%.

Asphalt Rubber binder shall be applied to the roadway following the mixing, reacting and blending of Asphalt Rubber binder at a rate of 0.55 to 0.65 gallons per square yard. At no time will the application width exceed twelve (12) feet on the spray bar.

Distributor bar height, tip size, distribution, speed and shielding materials shall be utilized to reduce the effects of excess wind upon the spray distribution (fan), of each binder. The Engineer shall delay or reschedule work when high gusting or dusty winds in excess of 20 mph prevent or adversely affect binder or aggregate application.

The application of Asphalt Rubber binder to areas not accessible with the distributor bar on the distributor truck shall be accomplished by using a squeegee or other means approved by the Engineer.

The contractor shall comply with all Federal, State and Local environmental laws, regulations and ordinances."

- 12) The second paragraph of C-10, "Rubberized Cape Seal", Subsection, "Micro-Surfacing", of the Specifications is amended to state the following:

"At least 5 days before beginning micro-surfacing, the Contractor shall submit to the Engineer a mix design and a report of laboratory tests performed for the micro-surfacing materials. A representative of the laboratory performing the mix design and tests must sign the report. The Engineer reviews and approves the submittal before you begin micro-surfacing."

- 13) The last paragraph of C-10, "Rubberized Cape Seal", Subsection, "Measurement and Payment", of the Specifications is amended to state the following:

"The Engineer measures rubberized cape seal by the square yard and makes no additional payment for square yardage overlapped during the application process. Contractor is advised that the minimum spread rates of each aggregate gradation application must be met. Material use quantities will be verified.

The quantity of rubberized chip seal and micro-surfacing for payment shall be the Engineer's Estimate of the number of square yards of material to be furnished and installed. The Contractor is advised that the Engineer's Estimate of material shall be considered as the total final payment quantity in accordance with Section 9-1.015 of the Standard Specifications and no additional compensation shall be allowed therefore.

The contract price paid per square yard for rubberized chip seal shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all work involved in furnishing and installing rubberized chip seal including developing and submitting mix designs, calibrations, surface preparation, removing existing pavement markings and markers, furnishing and placing materials required for the asphalt-rubber aggregate membrane and micro-surfacing emulsion, street maintenance, street sweeping, final cleanup, and all labor, equipment, sweeping, tools and incidentals needed to complete the work as specified in these Contract documents and as directed by the Engineer.

The contract price paid per square yard for micro-surfacing shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all work involved in micro-surfacing including developing and submitting mix designs, calibrations, surface preparation, removing existing pavement markings and markers, furnishing and placing materials required for the micro-surfacing emulsion, street maintenance, street sweeping, final cleanup, and all labor, equipment, sweeping, tools and incidentals needed to complete the work as specified in these Contract documents and as directed by the Engineer."

- 14) The attached "Revised Schedule of Bid Prices" shall be submitted in lieu of the "Schedule of Bid Prices".
- 15) The attached "Revised Agreement" shall be executed in lieu of the original "Agreement".

Title: Lone Tree Way and Golf Course Road
Pavement Resurfacing in
Antioch, CA (P.W. 392-30)

Bids to be received by 2:00 p.m.
August 14, 2018
Office of the City Clerk,
City Hall, Antioch, CA

REVISED SCHEDULE OF BID PRICES

Item No.	Unit	Quantity	Description	Unit Price	Extended Amount
1.	LS	1	Mobilization, complete in place for the lump sum price	\$	\$
2.	DAYS	60	Traffic control, complete in place for the unit price per working day	\$	\$
3.	LS	1	Modified asphalt crack sealant, complete in place for the lump sum price	\$	\$
4.	SY	290,000 (FINAL)	Rubberized cape seal, complete in place for the unit price per square yard	\$	\$
5.	SY	13,000 (FINAL)	Micro-sealing, complete in place for the unit price per square yard	\$	\$
6.	LS	1	Thermoplastic Traffic Stripes, Pavement Markers and Pavement Markings, complete in place for the lump sum price	\$	\$
TOTAL BID PRICE				\$	

TOTAL BID PRICE: _____
(Written in Words)

All costs associated with the work required in the Plans and Specifications must be included in the bid items. This certifies that the prices in the proposal include all work as shown in the Plans and Specifications necessary to complete the work, in place and in full working order.

Signature of Bidder

Company Name Printed

REVISED AGREEMENT

THIS AGREEMENT, made and entered into this ____ day of _____, 20____ by and between _____, hereinafter called "CONTRACTOR" and the CITY OF ANTIOCH, hereinafter called the "CITY."

WITNESSETH, that the CONTRACTOR and the CITY, for consideration hereinafter named, agree as follows:

1. SCOPE OF WORK

The work consists, in general, of furnishing all materials, labor, tools, plant, supplies, equipment, transportation and superintendence necessary to perform the work required for **P.W. No. 392-30**. The work is more fully described in the Description of Project, Construction Details and Plans contained in the Contract Documents. The Contract Documents are defined below in Section 4 of this Agreement.

2. TIME OF COMPLETION

After this Agreement has been executed by the parties, the CONTRACTOR shall commence the application of rubberized chip seal no later than September 10, 2018, and shall diligently prosecute all of the work under this Agreement in all parts and requirements as defined in the Contract Documents before the expiration of the following dates:

- Substantial Completion: Complete installation of all micro-surfacing by October 15, 2018.
- Final Completion: Complete all aspects of the project by November 15, 2018.

3. TOTAL BID PRICE

The CONTRACTOR shall faithfully perform all of the work hereunder for the Contract Price of _____ (\$_____), payable by the CITY to the CONTRACTOR at the time and in the manner provided in the Contract Documents.

4. COMPONENT PARTS

This Agreement shall consist of the following documents, each of which is on file in the City of Antioch, Capital Improvements Department, and all of which are incorporated herein by this reference:

- A. Agreement
- B. Notice Inviting Bids
- C. Description of Project
- D. General Conditions (2006 Caltrans Standard Specifications)
- E. Special Provisions
- F. Construction Details
- G. Contract Plans
- H. Addenda No. ____ to ____, inclusive
- I. Performance Bond
- J. Payment bond
- K. Bid Forms

5. SERVICE OF NOTICE

Any notice required or permitted to be given under this Agreement shall be deemed given when personally delivered to recipient thereof or mailed by registered or certified mail, return receipt requested, postage pre-paid, to the appropriate address specified in the CONTRACTOR's bid, and in the case of the CITY, to P. O. Box 5007, Antioch, CA 94531-5007, or at any other address which either party may subsequently designate in writing to the other party.

6. GOVERNING LAW

This Agreement shall be governed and construed in accordance with the laws of the State of California. Any action relating to this Agreement shall be instituted and prosecuted in a court of competent jurisdiction in the State of California. Each party hereby appoints the party listed opposite its name to act as its initial agent for service of process relating to any such action:

CITY: City of Antioch
Capital Improvements Division
200 "H" Street
P. O. Box 5007
Antioch, CA 94531-5007

CONTRACTOR: _____
(Name)

(Street Address)

(City, State, Zip)

(Telephone)

Each such agent is hereby authorized and directed to accept service of process in any such action on behalf of his principal until such time as his successor shall have been appointed by his principal and notice thereof has been delivered to the other party in the manner provided herein for the giving of notice.

CONTRACTOR:

Name Under Which Business is Conducted

The undersigned certify that they sign this Agreement with full and proper authorization so to do:

*By: _____

Title: _____

By: _____

Title: _____

** If CONTRACTOR is a corporation, this Agreement must be executed by two officers of the corporation, consisting of: (1) the President, Vice President, or Chair of the Board; and (2) the Secretary, Assistant Secretary, Treasurer or Chief Financial Officer. In the alternative, this Agreement may be executed by a single officer or a person other than an officer provided that evidence satisfactory to the CITY is provided demonstrating that such individual is authorized to bind the corporation (e.g. – a copy of a certified resolution from the corporation's bylaws).*

CITY OF ANTIOCH, CALIFORNIA
A Municipal Corporation

By: _____

Title: _____

By: _____
Arne Simonsen, CMC, City Clerk

APPROVED AS TO FORM:

By: _____
Derek P. Cole, Interim City Attorney