

**CONTRACT 2016-09  
2017 SEWER AND WATERLINE REHABILITATION PROJECT**

**ADDENDUM NO. 1**

This addendum consists of three (3) pages, plus four (4) attachments (Exhibit “A”, Exhibit “B”, Exhibit “C” and Exhibit “D”) amending the Contract Documents. All prospective bidders for the above-referenced project are to be aware that the following changes, additions and/or clarifications shall be included as an integral part of the Contract Documents for the above-referenced project, and that they are bounded by all conditions set forth therein.

**ALL PROSPECTIVE BIDDERS** are hereby notified that changes to the bidding documents for Contract 2016-09; Sewer and Waterline Rehabilitation Project are to be made as described hereinafter.

**NOTE: all attachments referred to in this Addendum No. 1 shall be downloaded from the City’s website at the web address below:**

<http://www.ci.pittsburg.ca.us/index.aspx?page=101>

- **BID OPENING DATE**

**ITEM 1:** Bid opening date has changed with this addendum. The new bid opening date is **May 6, 2020 at 2:30 PM**. Remove the Notice to Contractors, Contract Schedule, Contractor Proposal & Instructions to Bidders and replace with Notice to Contractors Addendum No.1 (Exhibit “A”), Contract Schedule Addendum No.1 (Exhibit “B”), Contract Proposal Addendum No.1 (Exhibit “C”) and Instructions to Bidders Addendum No.1 (Exhibit “D”).

- **GENERAL CLARIFICATION**

**ITEM 2:** The contractor is responsible for submitting a Temporary Facilities Plan (Includes Design) for review and approval by the City for all temporary water services during construction. Contractor should see Section 01 50 00 TEMPORARY FACILITIES AND CONTROLS, Part 1.2 Submittal and Specifications. This section states the following: Temporary Facilities Plan: Within ten (10) working days prior to scheduled installation of any temporary facility, submit a plan to the Project Manager for review and approval.

**ITEM 3:** Work hours for this project are shown in Section 4-01.05 on page SP 4-2. The hours for closure of traffic lanes, sidewalks and shoulders within the right-of-way may be more restrictive than the hours set forth herein above. Please see Temporary Traffic Control Plan Checklist attached as Appendix “B” for hours of lane closures.

**ITEM 4:** Pipe bursting the existing ACP pipe is **not** allowed for the ACP pipe that we are removing and replacing with this project.

**ITEM 5:** There will be no allowances for permits on this job except those already stated in the Special Provisions. Permits and Licenses are described in Section 5-1.17 PERMITS AND LICENSES on pave SP5-7. As stated in this section, “The encroachment permit will be issued at no cost to Contractor.”

**ITEM 6:** There is no soils report available for this project.

- **CONTRACT PROPOSAL**

**ITEM 7:** The entire Contract Proposal CP-1 through CP-18 shall be replaced with the attached Contract Proposal Addendum No.1 (Exhibit “C”) which includes a revised Bid Schedule.

- **SPECIAL PROVISIONS**

**ITEM 8:** In Special Provision Section 4-1.04 LIQUIDATED DAMAGES, page 1, last paragraph, last line:

Replace “the Engineer shall deduct from the contract price the amount of Six Thousand Eight Hundred Dollars (\$5,630) for each working day of delay beyond the date of completion until the work is completed” with “the Engineer shall deduct from the contract price the amount of Five Thousand Six Hundred and Thirty Dollars (\$5,630) for each working day of delay beyond the date of completion until the work is completed.”

- **PROJECT PLANS**

**ITEM 9:** Sheet L-1, L-16


Please disregard Pothole numbers 1, 24A, 24B, 49 and 75. Pothole 61 was excavated to 51” down to the Sanitary Sewer without discovering a conflicting utility. Pothole 59 was excavated to 55.5” down to the Sanitary Sewer without discovering a conflicting utility. Note that additional pothole information will be released with Addendum No.2.

**OTHER INFORMATION** – The bid opening date of April 22, 2020, 2:00 PM **does change** with this addendum. The bid opening date is now **May 6, 2020, at 2:30 PM.**

**BIDDERS MUST SIGN AND ATTACH** one (1) copy of this addendum document to the proposal as acknowledgment of receipt of these instructions and that said addendum was properly evaluated in the proposal.

**ANY PROPOSAL NOT IN COMPLIANCE WITH THIS ADDENDUM MAY BE REJECTED.**

Issued: 4/16/20

  
For Richard Abono  
City Engineer

Addendum No. 1, Contract 2016-109; 2017 Sewer and Waterline Rehabilitation Project is hereby acknowledged and was considered in this Contract Proposal.

\_\_\_\_\_  
Bidder's Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Firm Name

\_\_\_\_\_  
Mailing Address

\_\_\_\_\_  
City/State/Zip+4

# Exhibit "A"

**NOTICE TO CONTRACTORS / INVITATION TO BID ADDENDUM NO.1**

NOTICE IS HEREBY GIVEN that sealed proposals for the work entitled:

**Contract No.: 2016-09  
2017 Sewer and Waterline Rehabilitation Project**

will be received by the of City of Pittsburg at the Office of the City Clerk, 65 Civic Avenue, First Floor, Pittsburg, California until **May 6<sup>th</sup>, 2020 at 2:30 PM** at which time they will be opened and read aloud.

The project requires the reconstruction of domestic water and sanitary sewer facilities including excavation, disposal of hazardous and non-hazardous material, installation of pipelines, reconstruction of manholes, asphalt concrete paving, slurry seal; reconstruction of concrete curbs, gutters, driveways, and sidewalks; traffic delineation and other items of work as shown on the project plans and as directed by the Engineer.

Engineer’s Estimate: Location 3 – Base Bid:	<b>\$7,359,220</b>
Location 1 – Additive Bid A:	<b>\$400,431</b>
Location 2 – Additive Bid B:	<b>\$1,650,514</b>

Attention is directed to the provisions of Chapter 9 of Division 3 of the Business and Professions Code concerning the licensing of Contractors. The Contractor shall possess a California Class A General Engineering or Class C-34 Pipeline Contractor’s License. The Contractor shall perform with his own organization Contract work amounting to not less than 30 percent of the original total contract price.

Project plans and special provisions, specifications, sample documents, and proposal forms for bidding this project are available from the City of Pittsburg, Community Development Department - Engineering Division, 65 Civic Avenue, Pittsburg, CA 94565.

<u>Document Title</u>	<u>Mailed Cost</u>	<u>Pick-Up Cost at City Hall</u>
Project Plans & Specifications	\$75.00	\$70.00
City Standard Details	\$25.00	\$20.00

Note: Project plans and specifications can also be obtained from the City’s website at <http://www.ci.pittsburg.ca.us/index.aspx?page=101> if plans and specifications are downloaded by the bidder from the City’s website it is the responsibility of the bidder to request to be placed on the plan holder’s list and to ensure receipt of addenda if any.

Contractors may supply a FedEx number to cover mailing costs. All mail orders will be shipped by first class mail. All fees must be prepaid.

Technical questions should be directed in writing to Stephen Cardiel, Civil Engineer II, City of Pittsburg, Community Development Department - Engineering Division, 65 Civic Avenue, Pittsburg, California, 94565, facsimile number (925) 252-6928 or by email to [2016-09bidinfo@ci.pittsburg.ca.us](mailto:2016-09bidinfo@ci.pittsburg.ca.us)

The contractor is responsible to inspect the site of the proposed work to ascertain a satisfactory understating of the existing actual site conditions. There will be no pre-bid meeting.

The successful bidder shall furnish a bond for labor and materials and performance.

Pursuant to Section 1773 of the Labor Code, the general prevailing wage rates in the county, or counties, in which the work is to be done have been determined by the Director of the California Department of Industrial Relations. These wage rates are set forth in the books issued for bidding purposes entitled "Proposal and Contract", and in copies of said book that may be examined at the offices described above where project plans, specifications, special provisions, and proposal forms may be seen. These wage rates are also available at <http://www.dir.ca.gov/dlsr/PWD/index.htm> The Director's prevailing wage determinations shall not be below the California minimum wage. Pursuant to Section 1720.9 to the Labor Code, prevailing wage rates shall be paid to haulers of ready-mixed concrete. Addenda to modify wage rates, if necessary, will be issued to holders of "Proposal and Contract" books. Future effective general prevailing wage rates that have been predetermined and are on file with the California Department of Industrial Relations are referenced but not printed in the general prevailing wage rates.

Pursuant to Public Contract Code Section 22300, a Contractor may (upon request and at its sole expense) substitute securities for any moneys withheld by the City to ensure performance of the work of this Contract. Any such substitution shall be in strict accordance with Public Contract Code Section 22300.

Project Labor Agreement: Per City of Pittsburg Resolution 18-13546 this project is subject to a Project Stabilization Agreement (PSA) and Side Letter in accordance with the City of Pittsburg Local Purchasing Policy. The PSA and Side Letter have been provided for reference in this bid package as Appendix "F".

This project is subject to the provisions of Resolution No. 93-8022 of the City of Pittsburg City Council encouraging the utilization and hiring of local contractors, local business and members of the City's minority community.

Each bidder, and any subcontractor listed in a bid proposal pursuant to Public Contract Code Section 4104, must be currently registered with the Department of Industrial Relations and qualified to perform public work consistent with Labor Code section 1725.5, except in limited circumstances as referenced in Labor Code section 1771.1(a). This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

For a Contract proposal to be considered valid, it must be submitted on the forms furnished by the City of Pittsburg in a sealed envelope. The envelope must be clearly marked on outside as follows:

**Bid Proposal: Contract No. 2016-09  
2017 Sewer and Waterline Rehabilitation Project  
Bid Opening, May 6, 2020 at 2:30 PM**

All proposals must be accompanied by either a certified or cashier's check, or a corporate security bond (in the prescribed form) made payable to the City of Pittsburg in an amount equal to at least ten (10) percent of the amount bid. Said guaranty shall be forfeited should the successful bidder fail to enter into a contract with the City within the time prescribed in the proposal requirements.

The City Council of the City of Pittsburg reserves the right to reject any or all bids and the right to waive any minor irregularity or informality in the Contract Proposal.

\_\_\_\_\_  
Richard Abono, PE  
City Engineer, City of Pittsburg

\_\_\_\_\_  
Date

**END OF DOCUMENT**

# Exhibit “B”





**Contract Schedule Addendum No.1**

**CONTRACT NO. 2016-09  
2017 SEWER AND WATERLINE REPLACEMENT PROJECT**

<b>ADVERTISEMENT</b>	<b>March 25<sup>th</sup> &amp; April 1<sup>st</sup>, 2020</b>
<b>PRE-BID MEETING</b>	<b>None</b>
<b>BID OPENING</b> Civic Center, 65 Civic Avenue 1 <sup>st</sup> Floor, Conference Room	<b>May 6<sup>th</sup>, 2020, 2:30 PM</b>
<b>CONTRACT AWARD (Tentative June 1<sup>st</sup> CCM)</b>	<b>June 1<sup>st</sup>, 2020</b>
<b>PRE-CONSTRUCTION CONFERENCE (Tentative)</b> Civic Center, 65 Civic Avenue 1 <sup>st</sup> Floor, Conference Room	<b>June 8<sup>th</sup>, 2020 @ 10:00 AM</b>
<b>NOTICE TO PROCEED (Tentative)</b>	<b>June 9<sup>th</sup>, 2020</b>

# Exhibit “C”

**CONTRACT PROPOSAL ADDENDUM NO. 1**

**CONTRACT PROPOSAL ADDENDUM NO.1**

**CONTRACT NO. 2016-09  
2017 Sewer and Waterline Rehabilitation Project**

**NAME OF BIDDER** \_\_\_\_\_  
**BUSINESS P.O. BOX** \_\_\_\_\_  
**CITY, STATE, ZIP** \_\_\_\_\_  
**BUSINESS STREET ADDRESS** \_\_\_\_\_  
**CITY, STATE, ZIP** \_\_\_\_\_  
**TELEPHONE NO: AREA CODE (\_\_\_\_\_)** \_\_\_\_\_  
**FACSIMILE NO: AREA CODE (\_\_\_\_\_)** \_\_\_\_\_

The work for which this Proposal is submitted is for construction in accordance with the plans and specifications; said plans and specifications described below, including any addenda thereto, the Contract annexed hereto, and also in accordance with: the City of Pittsburg Standard Specifications (current edition), City of Pittsburg Standard Details (current edition), the reference specifications identified in the special provisions, the labor surcharge and equipment rental rates in effect on the date the work is accomplished, and the General Prevailing Wage Rates.

The special provisions for the work to be done are dated March 2020, and are entitled:

**NOTICE TO CONTRACTORS, CONTRACT PROPOSAL,  
SAMPLE CONTRACT DOCUMENTS AND SPECIAL PROVISIONS  
FOR THE CONSTRUCTION OF**

**CONTRACT NO. 2016-09  
2017 SEWER AND WATERLINE REHABILITATION PROJECT**

The project plans for work to be done are dated March 2020 and are entitled:

**PROJECT PLANS FOR**

**CONTRACT NO. 2016-09  
2017 SEWER AND WATERLINE REHABILITATION PROJECT**

**Bids are to be submitted for the entire work, including all bid items.**

The Bidder shall set forth for each unit basis item of work a unit price and a total for the item, and for each lump sum item a total for the item, all in clearly legible figures in the respective spaces provided for that purpose. In the case of unit basis items, the amount set forth under the "Item Total" column shall be the product of the unit price bid and the estimated quantity for the item.

In the case of discrepancy between the unit price and the total set forth for a unit basis item, the unit price shall prevail except as provided in (a) or (b), as follows:

(a) If the amount set forth as a unit price is unreadable or otherwise unclear, or is omitted, or is the same as the amount as the entry in the item total column, then the amount set forth in the item total column for the item shall prevail and shall be divided by the estimated quantity for the item and the price thus obtained shall be the unit price;

(b) (Decimal Errors) If the product of the entered unit price and the estimated quantity is exactly off by a factor of ten, one hundred, etc., or one-tenth, or one-hundredth, etc. from the entered total, the discrepancy will be resolved by using the entered unit price or item total, whichever most closely approximates percentage-wise the unit price or item total in the City's Final Estimate of cost.

If this Proposal shall be accepted and the undersigned shall fail to enter into the Agreement and furnish the bond in the sum required, with surety satisfactory to the City, within 10 days, not including Saturdays, Sundays and legal holidays, after the Bidder has received notice from the City that the Contract has been awarded, the City may, at its option, determine that the Bidder has abandoned the Contract, and thereupon this Proposal and the acceptance thereof shall be null and void and the forfeiture of such security accompanying this Proposal shall operate and the same shall be the property of the City.

The undersigned, as Bidder, understands and agrees that the City is not responsible for errors and or omissions on the part of the undersigned in making this proposal; and the City retains the right to reject any or all Proposals or delete any bid item.

The undersigned, 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 Agreement, and the plans therein referred to; and he proposes, and agrees if this proposal is accepted, that he will contract with the City of Pittsburg, in the form of the copy of the Agreement 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 prices, to wit:

**BID SCHEDULE**

**CONTRACT NO. 2016-09**

**2017 SEWER AND WATERLINE REHABILITATION PROJECT**

**Location 1 (Willow Pass Road) – Additive A**

<b>Bid Item</b>	<b>Item Description</b>	<b>Unit</b>	<b>Quantity</b>	<b>Unit Price (\$)</b>	<b>Item Total (\$)</b>
1	Mobilization	LS	1		
2	Traffic Control	LS	1		
3	Construction Area Signage	EA	6		
4	Temporary Storm Drain Inlet Protection	EA	4		
5	Excavation Safety	LS	1		
6	Utility Potholing	LS	1		
7	SWPPP	LS	1		
8	NOT USED				
9	Temporary Pavement Delineation	LS	1		
10	Lead Compliance Plan	LS	1		
11	Remove 8-inch ACP (SS)	LF	1205		
12	8-inch PVC SDR 26 (SS)	LF	1205		
13	Traffic Detector Loop	EA	8		
14	Reconstruct Manhole (Polymer Concrete)	EA	3		
15	Roadway Excavation	CY	188		
16	Hot Mix Asphalt (Type A)	TON	228		
17	Traffic Striping - Detail 32	LF	338		
18	Traffic Striping - Detail 38	LF	100		
19	Traffic Striping - Detail 39	LF	936		
20	Traffic Striping - Detail 39A	LF	197		
21	Remove Traffic Striping - Detail 38	LF	100		

22	Remove Traffic Striping - Detail 39	LF	252		
23	Remove Traffic Striping - Detail 32	LF	201		
24	Pavement Marking (White or Yellow)	SF	355		
25	Remove Pavement Marking (White or Yellow)	SF	249		
<b>TOTAL BID - ADDITIVE A (Item Nos. 1-25)</b>					

**Location 2 (Bayside Knolls) – Additive B**

<b>Bid Item</b>	<b>Item Description</b>	<b>Unit</b>	<b>Quantity</b>	<b>Unit Price (\$)</b>	<b>Item Total (\$)</b>
26	Mobilization	LS	1		
27	Traffic Control	LS	1		
28	Construction Area Signage	EA	6		
29	Temporary Storm Drain Inlet Protection	EA	3		
30	Excavation Safety	LS	1		
31	Utility Potholing	LS	1		
32	SWPPP	LS	1		
33	NOT USED				
34	Temporary Pavement Delineation	LS	1		
35	Lead Compliance Plan	LS	1		
36	Remove 6-inch VCP (SS)	LF	2852		
37	8-inch PVC SDR 26 (SS)	LF	2435		
38	10-inch PVC SDR 26 (SS)	LF	417		
39	Remove Rodding Inlet	EA	2		
40	Construct Manhole (SS)	EA	2		
41	Reconstruct Manhole	EA	7		
42	Locate SS laterals (Pothole)	EA	85		

43	Reconstruct 4-inch Sanitary Sewer Lateral	LF	2354		
44	Remove Sanitary Sewer Cleanout	EA	15		
45	Sanitary Sewer Cleanout	EA	85		
46	Reconstruct Curb	LF	336		
47	Reconstruct Sidewalk	SF	2993		
48	Reconstruct Driveway	SF	670		
49	Reconstruct Valley Gutter	SF	174		
50	Roadway Excavation	CY	602		
51	Hot Mix Asphalt (Type A)	TON	731		
52	Slurry Seal	SY	12723		
53	Traffic Striping - Detail 21	LF	90		
54	Remove Traffic Striping Detail 21	LF	50		
55	Pavement Marking (White or Yellow)	SF	853		
56	Remove Pavement Marking (White or Yellow)	SF	679		
57	Blue Retroreflective Fire Hydrant Marker	EA	6		
<b>TOTAL BID - ADDITIVE B ( Item Nos. 26-57)</b>					

**Location 3 (Cornwall Subdivision) - Base Bid**

<b>Bid Item</b>	<b>Item Description</b>	<b>Unit</b>	<b>Quantity</b>	<b>Unit Price (\$)</b>	<b>Item Total (\$)</b>
58	Mobilization	LS	1		
59	Traffic Control	LS	1		
60	Construction Area Signage	EA	10		
61	Temporary Storm Drain Inlet Protection	EA	25		
62	Excavation Safety	LS	1		
63	Utility Potholing	LS	1		
64	SWPPP	LS	1		



65	NOT USED				
66	Temporary Pavement Delineation	LS	1		
67	Lead Compliance Plan	LS	1		
68	Utility Crossings	EA	202		
69	Temporary Water Service (E. 15th)	LS	1		
70	Cold Plane Asphalt Concrete Pavement	SY	13967		
71	Abandon Waterline Pipe (Cap End)	EA	21		
72	Remove 4-inch ACP Water	LF	1185		
73	Remove 6-inch CIP Water	LF	83		
74	Remove 6-inch ACP (SS)	LF	4650		
75	Remove 8-inch ACP (SS)	LF	756		
76	Remove 8-inch HDPE (SS)	LF	264		
77	Remove 6-inch PVC	LF	10		
78	Remove Rodding Inlet	EA	5		
79	Construct Manhole (SS)	EA	7		
80	Reconstruct Manhole	EA	15		
81	Relocate Chain Link Fence	LF	51		
82	Locate SS laterals (Pothole)	EA	162		
83	Locate 1" Water Service (Pothole)	EA	185		
84	1-inch Water Meter Box	EA	185		
85	3-inch Water Meter Vault	EA	1		
86	4-inch Water Meter Vault	EA	3		
87	Relocate Water Meter	EA	2		
88	1-inch Service Line	LF	3920		
89	2-inch Service Line	LF	56		
90	4-inch PVC Service Line	LF	117		
91	6-inch PVC Fire Service Line	LF	244		
92	8-inch PVC Fire Service Line	LF	36		

93	8-inch PVC Water Main	LF	4075		
94	8-inch PVC DR 14 Class 200 Water	LF	3018		
95	16-inch DIP Water Main	LF	11		
96	Fire Hydrant	EA	2		
97	Relocate Fire Hydrant	EA	3		
98	Remove Fire Hydrant	EA	1		
99	1-inch Water Meter and Box	EA	5		
100	1-inch Air Release Valve	EA	2		
101	4-inch Gate Valve	EA	5		
102	6-inch Gate Valve	EA	11		
103	8-inch Gate Valve	EA	37		
104	8"x6"x8" Tee and Thrust Block	EA	1		
105	8"x8"x8" Tee and Thrust Block	EA	10		
106	6"x8"x6" Tee and Thrust Block	EA	1		
107	16"x8"x8"x8" Cross and Thrust Block	EA	1		
108	Cap Tee and Thrust Block	EA	1		
109	8-inch 90 Degree Elbow and Thrust Block	EA	2		
110	8-inch 45 Degree Elbow and Thrust Block	EA	3		
111	8-inch 22.5 Degree Elbow and Thrust Block	EA	3		
112	8-inch 11.25 Degree Elbow and Thrust Block	EA	2		
113	8-inch 5.63 Degree Elbow and Thrust Block	EA	1		
114	Connect to Existing 6-inch Water Line	EA	2		
115	Connect to Existing 16-inch Water Line	EA	1		
116	Hot Tap to Existing 14-inch Water Line	EA	1		
117	2-inch Blow Off Valve and Thrust Block	EA	1		
118	Reconnect Service (South Ave)	EA	2		
119	Remove WV Box	EA	10		

120	Abandon WV Box	EA	23		
121	Rotate Meter Box	EA	1		
122	Steel Bollard	EA	2		
123	Reconstruct Sidewalk	SF	12223		
124	8-inch PVC SDR 26 (SS)	LF	3948		
125	10-inch PVC SDR 26 (SS)	LF	1722		
126	Reconstruct 4-inch Sanitary Sewer Lateral	LF	4660		
127	Reconstruct 6-inch Sanitary Sewer Lateral	LF	112		
128	Remove Sanitary Sewer Cleanout	EA	23		
129	Sanitary Sewer Cleanout	EA	182		
130	Reconstruct Curb	LF	700		
131	Reconstruct Driveway	SF	2230		
132	Reconstruct Valley Gutter	SF	1698		
133	Reconstruct Curb Ramp (Case C)	EA	1		
134	Salvage and Reset Brick Pavers	SF	30		
135	Traffic Detector Loop	EA	8		
136	Adjust Monument Cover to Grade	EA	3		
137	Roadway Excavation	CY	1297		
138	Roadway Excavation (PCC)	CY	934		
139	Hot Mix Asphalt (Type A)	TON	5265		
140	Class 2 Aggregate Base (AB)	CY	799		
141	Traffic Striping - Detail 9	LF	162		
142	Traffic Striping - Detail 21	LF	1706		
143	Traffic Striping - Detail 38A	LF	161		
144	Traffic Striping - Detail 39	LF	80		
145	Pavement Marking (White or Yellow)	SF	3824		
146	Remove Pavement Marking (White or Yellow)	SF	66		

147	Blue Retroreflective Fire Hydrant Marker	EA	12		
<b>TOTAL BASE BID (Item Nos. 58-147)</b>					

**BID SUMMARY FROM ABOVE**

<b>TOTAL BID – ADDITIVE A (Item Nos. 1-25)</b>	
<b>TOTAL BID – ADDITIVE B (Item Nos. 26-57)</b>	
<b>TOTAL BASE BID (Item Nos. 58-147)</b>	
<b>TOTAL ( BASE BID + ADDITIVE A + ADDITIVE B)</b>	

Abbreviations: CY = Cubic Yard; EA = Each; LS = Lump Sum; SF=Square Feet  
 SY= Square Yard, LF= Linear Feet, TON= Ton

The bid items described above shall include all bidder’s costs for work required under the contract documents. When no specific item is listed in the bid schedule for work required, the cost of such work shall be included in the price bid that most appropriately covers the work.

The low Bidder for purposes of award will be the conforming responsible Bidder offering the lowest total amount for the Base Bid.

**Proposed Subcontractors Statement**

The following is a complete and true list of all proposed subcontractors for the work of this Contract, whose subcontract amount exceeds one-half of one percent of the total amount of the bid. If the Bidder fails to specify a subcontractor for a portion of the work in excess of one-half of one percent of the total bid, the bidder agrees that he is fully qualified to perform that portion of the work and that he shall perform that portion of the work himself. Failure to list a subcontractor may result in disqualification of the Bidder.

\_\_\_\_\_  
\*Firm Name

\_\_\_\_\_  
\*Firm Name

\_\_\_\_\_  
\*Mailing Address

\_\_\_\_\_  
\*Mailing Address

\_\_\_\_\_  
\*City/State/Zip + 4

\_\_\_\_\_  
\*City/State/Zip + 4

\_\_\_\_\_  
Class      License No.

\_\_\_\_\_  
Class      License No.

\_\_\_\_\_  
\*Portion of Work

\_\_\_\_\_  
\*Portion of Work

\_\_\_\_\_  
\*Dollar Amount or Percentage

\_\_\_\_\_  
\*Dollar Amount or Percentage

\_\_\_\_\_  
\*Firm Name

\_\_\_\_\_  
\*Firm Name

\_\_\_\_\_  
\*Mailing Address

\_\_\_\_\_  
\*Mailing Address

\_\_\_\_\_  
\*City/State/Zip + 4

\_\_\_\_\_  
\*City/State/Zip + 4

\_\_\_\_\_  
Class      License No.

\_\_\_\_\_  
Class      License No.

\_\_\_\_\_  
\*Portion of Work

\_\_\_\_\_  
\*Portion of Work

\_\_\_\_\_  
\*Dollar Amount or Percentage

\_\_\_\_\_  
\*Dollar Amount or Percentage

\_\_\_\_\_  
\*Firm Name

\_\_\_\_\_  
\*Firm Name

\_\_\_\_\_  
\*Mailing Address

\_\_\_\_\_  
\*Mailing Address

\_\_\_\_\_  
\*City/State/Zip + 4

\_\_\_\_\_  
\*City/State/Zip + 4

\_\_\_\_\_  
Class      License No.

\_\_\_\_\_  
Class      License No.

\_\_\_\_\_  
\*Portion of Work

\_\_\_\_\_  
\*Portion of Work

\_\_\_\_\_  
\*Dollar Amount or Percentage

\_\_\_\_\_  
\*Dollar Amount or Percentage

(Attach additional sheets, if necessary.)  
\*Indicates required information for each subcontractor.

**Proposed Major Equipment & Material Manufacturers Statement**

The following is a complete and true list of all proposed major equipment and material suppliers and manufacturers proposed to be furnished or installed in connection with the work of this Contract. If awarded the Contract, I further state that there will be no deviations from this list without the specific written approval of the City Engineer.

Supplier/Manufacturer	Supplier/Manufacturer
Mailing Address	Mailing Address
City/State/Zip + 4	City/State/Zip + 4
Equipment/Material	Equipment/Material
Supplier/Manufacturer	Supplier/Manufacturer
Mailing Address	Mailing Address
City/State/Zip + 4	City/State/Zip + 4
Equipment/Material	Equipment/Material
Supplier/Manufacturer	Supplier/Manufacturer
Mailing Address	Mailing Address
City/State/Zip + 4	City/State/Zip + 4
Equipment/Material	Equipment/Material
Supplier/Manufacturer	Supplier/Manufacturer
Mailing Address	Mailing Address
City/State/Zip + 4	City/State/Zip + 4
Equipment/Material	Equipment/Material

(Attach additional sheets, if necessary.)

**Technical Ability & Experience Statement**

The following is a true and complete list of work I / we have successfully completed, which was similar in scope and character to that proposed herein. (Provide reference information sufficient enough to verify.)

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(Attach additional sheets, if necessary.)

**Personnel Experience Statement**

The following is a list of personnel (including a record of each persons experience, knowledge and ability) who, if awarded the contract, will be available to actively supervise the work and the work will be directed by one of these persons.

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(Attach additional sheets, if necessary.)

**Public Contract Code Section 10162 Questionnaire**

In accordance with Public Contract Code Section 10162, the Bidder shall complete, under penalty of perjury, the following questionnaire:

Has the Bidder, any officer of the Bidder, or any employee of the Bidder who has a proprietary interest in the Bidder, ever been disqualified, removed or otherwise prevented from bidding on, or completing a federal, state or local government project because of violation of a law of safety regulation?

YES \_\_\_\_\_ NO \_\_\_\_\_

If YES, explain the circumstances in the following space:

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(Attach additional sheet, if necessary.)

**Government Code Section 10232 Statement**

In accordance with Government Code Section 10232, the Bidder hereby states, under penalty of perjury, that no more than one final unappealable finding of contempt of court by a federal court has been issued against the Bidder within the immediately preceding two (2) year period due to the Bidder's failure to comply with an order of a federal court which orders the Bidder to comply with an order of the National Labor Relations Board.

Note: The above Statement and Questionnaire are part of the Proposal. Signing this proposal on the signature portion thereof shall also constitute signature of this Statement and Questionnaire.

Bidders are cautioned that making false certification may subject the certifier to criminal prosecution.



## **NONCOLLUSION AFFIDAVIT**

### **(Public Contract Code Section 7106)**

In accordance with Public Contract Code Section 7106 the bidder declares that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid."

Note: The above Noncollusion Affidavit is part of the proposal. Signing this proposal on the signature portion thereof shall also constitute signature of this Noncollusion Affidavit.

Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.

### **Inspection of Site Statement**

I have, either by personal examination or other means of my choice, inspected the site of the proposed work and to my satisfaction am aware of the actual conditions that exist at the site of the proposed work which may affect the work involved in this Contract and the conditions thereof.

### **General Prevailing Wage Rates Statement**

The State of California General Prevailing Wage Rates are hereby incorporated into these Contract Specifications by this reference.

If awarded the Contract, I/we will not pay less than the latest General Prevailing Wage Rates of the State of California (including any and all amendments thereto) to each employee working in connection with this Contract.

### **Workmen's Compensation Insurance Statement**

I am aware of the provisions of Section 3700 of the Labor Code which requires every employer to be insured against liability for Workmen's Compensation or to undertake self-insurance in accordance with the provisions of that code. If awarded the Contract, I will comply with such provisions and provide the City of Pittsburg with a certificate (satisfactory to the City) verifying same before commencing the work of this Contract.

### **City Business License Statement**

If awarded this Contract, I, and each subcontractor employed in connection with this Contract, either has, or will obtain, a City of Pittsburg Business License prior to commencing any work under this Contract.

### **City Standard Specifications & Details Statement**

I am in possession of the latest edition of the City Standard Specifications and the City Standard Details and that this Proposal was prepared in compliance with the provisions thereof.

**SIGNATURE OF BIDDER**

Accompanying this Proposal is a \_\_\_\_\_(insert "Cashier's Check", "Certified Check" or "Bid Bond") in the sum of at least ten (10) percent of the total bid amount).

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

**IMPORTANT NOTICE** If bidder or other interested person is a corporation, state legal name of corporation, also names of the president, secretary, treasurer, and manager thereof; if a co-partnership, state true name of firm, also names of all individual copartners composing firm; if bidder or other interested person is an individual, state first and last names in full.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Licensed in accordance with an act providing for the registration of Contractors,

License No. \_\_\_\_\_ Classification(s) \_\_\_\_\_

**ADDENDA** This Proposal is submitted with respect to the changes to the contract included in addenda number(s) \_\_\_\_\_. (Fill in any addenda numbers if addenda have been received.)

By my signature on this Proposal I certify, under penalty of perjury under the laws of the State of California, that the foregoing questionnaire and statements of Public Contract Code Sections 10162 and 10232 are true and correct and that the bidder has complied with the requirements of Section 8103 of the Fair Employment and Housing Commission Regulations (Chapter 5, Title 2 of the California Administrative Code). By my signature on this proposal I further certify, under penalty of perjury under the laws of the State of California that the Noncollusion Affidavit required by Public Contract Code Section 7106 are true and correct.

**SIGN HERE>>>>>** \_\_\_\_\_ Date: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Signature and Title of Bidder

**2017 SEWER AND WATERLINE REHABILITATION PROJECT  
CONTRACT NO. 2016-09**

**BID BOND  
(TO ACCOMPANY PROPOSAL)**

**KNOW ALL MEN BY THESE PRESENTS;**

That we, \_\_\_\_\_ as PRINCIPAL, and \_\_\_\_\_ as SURETY, are held and firmly bound unto the **City of Pittsburg** in the sum of TEN (10) PERCENT OF THE TOTAL AMOUNT OF THE BID PROPOSAL submitted by PRINCIPAL to the City of Pittsburg for the work described below for which payment well and truly to be made to said City, we bind ourselves, our heirs, executors and administrators, successors or assigns, jointly and severally, firmly by these presents. In no case shall the liability of the SURETY hereunder exceed the amount of \$\_\_\_\_\_.

**THE CONDITION OF THIS OBLIGATION IS SUCH;**

That PRINCIPAL has submitted a bid proposal to the City of Pittsburg, to be opened in the Office of the City Clerk, 65 Civic Avenue, Pittsburg, California on **May 6<sup>th</sup>, 2020 at 2:30PM**, for construction of **Contract No. 2016-09, 2017 SEWER AND WATERLINE REHABILITATION PROJECT**.

If PRINCIPAL is awarded the Contract and presents to the City the properly executed Agreement (accompanied by the required bonds, certificates of insurance, and any other document required in the Contract Specifications) within the time and in the manner prescribed in the Contract Documents, then this obligation shall become null and void. In any other case, it shall be, and remain, in full force.

In the event suit is brought upon this Bond by the Obligee, and judgment is recovered, the SURETY shall pay all costs incurred by the Obligee in such suit, including any reasonable attorney's fees fixed by the Court.

The Bond **MUST** be signed by a Guaranty or Surety company listed in the latest issue of the U. S. Treasury Circular 570 and the penal sum shall be within the maximum specified by such company in said circular or an admitted insurer through the California Department of Insurance.

**IN WITNESS WHEREOF**, we have hereunto set our hands and seals on this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

PRINCIPAL:

\_\_\_\_\_

SURETY:

\_\_\_\_\_

BUSINESS MAILING ADDRESS

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

The signature of those executing for the SURETY must be properly acknowledged.

# Exhibit “D”

## INSTRUCTIONS TO BIDDERS ADDENDUM NO.1

Bids are requested for a general construction contract as follows:

CITY OF PITTSBURG (hereafter "City")

Contract No.: 2016-09  
2017 SEWER AND WATERLINE REHABILITATION  
PROJECT

The work of this Contract consists, in general, of all necessary construction activities required to reconstruct domestic water and sanitary sewer facilities including excavation, disposal of hazardous and non-hazardous material, installation of pipelines, reconstruction of manholes, asphalt concrete paving, slurry seal; reconstruction of concrete curbs, gutters, driveways, and sidewalks; traffic delineation and other items of work as shown on the project plans and as directed by the Engineer.

1. **RECEIPT OF BIDS.** City will receive sealed bids from Bidders up to and including **May 6, 2020 at 2:30 PM**. City will reject any bid received after this time and date.
2. **REQUIRED BID FORM.** Bidders must submit bids on Contract Proposal. City will reject as non-responsive any bid **not** submitted on the required form. Bidders must complete all bid items and supply all information required by Bid documents and specifications. City reserves the right in its sole discretion to reject any bid as non-responsive as a result of any error or omission in the Bid. Bidders must submit clearly written bids, and City reserves the right to reject any bid not clearly written. Bidders may not modify the Bid Form or qualify their Bids.
3. **REQUIRED BID SECURITY.** Bidders must submit, with their bids, a cashier's check, a certified check, or a corporate surety bond of not less than ten percent (10%) of the amount bid, including additive alternates, payable to City of Pittsburgh. The required form of corporate surety bond is included. City will reject as non-responsive, any bid submitted without the necessary bid security.
4. **REQUIRED SUBCONTRACTORS LIST.** Bidders must submit with their bids, the names of all subcontractors and their respective bid item sub-bids for those subcontractors who will perform any portion of work, including labor, rendering of service, or specially fabricating and installing a portion of the work or improvement according to detailed drawings contained in the plans and specifications, in excess of one half of one percent (0.5%) of total bid or \$10,000 whichever is greater. Any violation of this requirement may result in Bid being deemed non-responsive and not being considered.

5. REQUIRED NONCOLLUSION DECLARATION. Bidders must submit with their bids Noncollusion Affidavit. City will reject as non-responsive any bid submitted without the Noncollusion Declaration.
6. PRE-BID CONFERENCE AND SITE INSPECTION. City will **NOT** conduct a Pre-Bid Conference and Site Inspection for this project.
7. ADDENDA. Bidders must direct all questions about the meaning or intent of the Contract Documents to City's Project Manager or assigned Agent. Interpretations or clarifications considered necessary by the Project Manager in response to such questions will be issued by Addenda mailed or delivered to all parties recorded by the Project Manager as having received the Bidding Documents. Addenda shall be written and will be issued to each Bidder by certified mail to the address supplied to the City by the Bidder. Questions received less than seven (7) calendar days prior to the date for opening Bids may not be answered. Only questions answered by formal written Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.
  - a. Addenda may also be issued to modify the Bidding Documents as deemed advisable by the Project Manager.
  - b. Addenda shall be acknowledged in the Bid Form by number and shall be part of the Contract Documents. A complete listing of Addenda may be secured from the Project Manager.
8. SUBSTITUTIONS. Bidders must base their bids on products and systems specified in the Contract Documents or listed by name in Addenda. Contractors and materials suppliers may submit substitutions for review, up to thirty-five (35) calendar days following the Notice of Award.
  - a. Submittals of substitutions shall contain sufficient information, as set forth in Special Provision Section 6 CONTROL OF MATERIALS. Insufficient information shall be grounds for rejection of substitution.
  - b. Substitutions may be requested after the Contract is signed in accordance with requirements specified in Special Provision Section 6 CONTROL OF MATERIALS.
9. WAGE RATES. Notice is hereby given that by Resolution of the City Council that the latest general prevailing rate of wages as determined by the Director of Industrial Relations, State of California, Department of Industrial Relations is to be paid to the various craftsmen and laborers required to construct said improvements and is made a part of the Specifications and Contract for said work to which reference is hereby made for further particulars. Pursuant to Section 1773 of the Labor Code, the Director's prevailing wage determinations shall not be below the California minimum wage of \$12.00 per hour. If the California minimum wage is increased in the future to an amount above that shown in a prevailing wage determination, the basic hourly rate in that determination automatically increases to the new minimum wage. Pursuant to Section 1720.9 to the Labor Code, prevailing wage rates shall be paid to haulers of ready-mixed concrete.



10. **BID SUBMISSION.** Bidders shall submit a sealed envelope containing forms listed herein. Envelope shall be hand delivered to City Clerk at the Bid Area located in the Community Development Department on the First Floor, City Hall, 65 Civic Avenue, Pittsburg. CA. Bidder shall submit bid in an opaque, sealed envelope and marked as follows:

**"Bid Proposal, Contract No. 2016-09, 2017 Sewer and Waterline Rehabilitation Project, Bid Opening, May 6, 2020 at 2:30 PM."**

- a. Bids must contain the following, fully executed documents:
1. Bid Form Document. All alternates will be listed. City reserves the right to announce the priority of alternate selection prior to the opening of bids.
  2. Cashier's check, certified check, or corporate surety bond of not less than 10% of the amount bid, including additive alternates. Bidder and its surety must execute the Bid Bond Document, if submitted.
  3. Subcontractors List Document. Bidder must furnish the information required on this form in accordance with the instructions contained within.
  4. Noncollusion Declaration Document.
  5. Representations and Certifications Document.
  6. Addendum Receipt(s): If any addenda are issued, Bidder must provide signed, written receipt of each addendum.
  7. Bids shall be deemed to include the written responses of the apparent low Bidder to any questions or requests for information of the City made as part of the Bid evaluation process after submission of the Bid.
  8. The prime contractor (supplying bid) shall perform a minimum of 30% of the bid value of the work with their direct work forces.
- b. Minority Employment / Local Resident / Local Business Guidelines (Voluntary Program): Attention is given to City Council Resolution 93-8022, included in Appendix "A". The City Council has adopted the voluntary guidelines set forth to increase awareness and utilization of, and encourage employment opportunities for minorities, local residents, and local businesses, and suppliers, within the City of Pittsburg.
11. **REQUIREMENTS PRIOR TO BIDDING.** Submission of Bid signifies careful examination of Contract Documents and complete understanding of the nature, extent and location of Work to be performed. Bidder must complete the tasks listed in the sample Contract, Article 5, as a condition to bidding, and submission of Bid shall constitute the Bidder's express representation to City that Bidder has fully completed these tasks.

12. BID OPENING. On submission of bids, all bid envelopes will be time stamped to accurately reflect their submittal time. Bids will be opened in a designated place and time.
13. BID EVALUATION. City reserves the right to reject any or all Bids, including without limitation the right to reject any or all nonconforming, non-responsive, unbalanced or conditional Bids, re-bid, and to reject the Bid of any Bidder if City believes that it would not be in the best interest of Project to make an award to that Bidder, whether because the Bid is not responsive or the Bidder is unqualified or of doubtful financial ability or fails to meet any other pertinent standard or criteria established by City. City also reserves the right to waive informalities, inconsequential deviations or minor irregularities not involving price, time or changes in the Work, to the fullest extent permitted by law. For purposes of this paragraph, an "unbalanced bid" is one having nominal prices for some work items and enhanced prices for other work items.
  - a. In evaluating Bids, City will consider the qualifications of Bidders, whether or not the Bids comply with the prescribed requirements, and such alternates, unit prices and other data, as may be requested in the Bid Form or prior to the Notice of Award.
  - b. City may conduct such investigations as City deems necessary to assist in the evaluation of any Bid and to establish the responsibility, qualifications and financial ability of Bidders, proposed subcontractors, suppliers and other persons and organizations to perform and furnish the Work in accordance with the Contract Documents to City's satisfaction within the prescribed time. City shall have the right to communicate directly with Bidder's Surety regarding Bidder's bonds.
  - c. Discrepancies between the multiplication of units of Work and unit prices will be resolved in favor of the unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum. Discrepancies between written words and figures, or words and numerals, will be resolved in favor of the words.
14. DETERMINATION OF APPARENT LOW BIDDER. Basis of Bid; Evaluation of Bids: The criteria which will be used to determine the lowest responsive and responsible Bidder are as follows:
  - a. Bidders shall submit a price for each item of Work listed in the Bid Schedule. Bids are to be submitted for the entire work, including Alternates, if any, listed on the Bid Schedule unless otherwise noted. The basis of the evaluation of bid will be the total amount of the base bid as indicated on the contract Bid Schedule. The City will determine which Alternates, if any, will be awarded for construction based upon predetermined priorities and budget. Alternate items are listed in the Bid Schedule in random order.
  - b. Additional criteria that will be used to determine the lowest responsive and responsible Bidder are as follows.
    1. The low bid will be the Bid submitted by a responsive bidder with the lowest total for the base bid item(s).

2. Responsive Bidder: Means a Bidder who has submitted a Bid that conforms in all material respects to the Bidding Documents.
  3. Responsible Bidder: Means a Bidder who has the capacity and capability in all respects to perform fully the contract requirements and who has the integrity and reliability to assure good faith performance. Among factors to be considered in determining whether the Bidder meets these standards, are financial, material, equipment, facility, and personnel resources and expertise necessary to meet contractual requirements;
  4. Qualified legally to contract with the City, and;
  5. Has not failed to supply any necessary information in connection with the inquiry concerning responsibility.
15. **POST-BID OPENING REQUIREMENTS.** The Apparent Low Bidder must execute and submit the following documents after bids have been opened, duly inspected by the City. The Apparent Low Bidder's failure to properly and timely submit these documents entitles City to reject the bid as non-responsive.
- a. Submit the following documents to the Project Manager by 2:00 PM of the second (2nd) business day (every day except Saturday, Sunday and legal holidays) following bid opening. Award of the Contract depends upon approval of the following document:
    1. Contract Agreement: To be executed by successful Bidder. Submit three (3) copies, each bearing an original signature.
  - b. Upon receipt of the Notice of Award, the Apparent Low Bidder and each of its subcontractors who employs workers in any apprentice-able craft or trade shall apply to the joint apprenticeship committee administering the apprenticeship standards of the craft or trade for a certificate approving the contractor or subcontractor under the apprenticeship standards for the employment and training of apprentices, in accordance with Section 1777.5 of the California Labor Code.
  - c. City shall have the right to directly contact the performance bond surety proposed by the Apparent Low Bidder to confirm the performance bond.
  - d. If the Apparent Low Bidder has not returned the Contract by the date listed in Paragraph 17.a above, the City may, at its option, determine that the Apparent Low Bidder has abandoned the Contract, and thereupon this Agreement and the acceptance thereof shall be null and void and the forfeiture of such security accompanying this Bid shall operate and the same shall be the property of the City.
16. **AWARD.** If the contract is to be awarded, it will be awarded to the Lowest, Responsive, Responsible Bidder. The Apparent Low Bidder must execute and submit the following documents after bids have been opened, duly inspected and awarded by the Agency. The Apparent Low Bidder's failure to properly and timely submit these documents entitles City to reject the bid as non-responsive.
- a. Submit the following documents to the Project Manager by 5:00 PM of the

tenth (10th) calendar day following NOTICE OF AWARD. Award of contract depends upon approval of these documents:

1. If required by the successful bidder, the Escrow Agreement for Security Deposits in Lieu of Retention, to be executed by successful Bidder: Submit three (3) copies, each bearing an original signature.
2. Construction Performance Bond: To be executed by successful Bidder and surety, in the amount set forth in Special Provision and/or project specifications. Construction Labor and Material Payment Bond: To be executed by successful Bidder and surety, in the amount set forth in Special Provision and/or project specifications. Insurance Certificates and Endorsements required by Special Provision Section 7 Legal Relations and Responsibilities.
3. If the Apparent Low Bidder has not returned the Bonds and Insurance by the date listed Special Provision and/or project specifications, the City may, at its option, determine that the Apparent Low Bidder has abandoned the Contract, and thereupon this Agreement and the acceptance thereof shall be null and void and the forfeiture of such security accompanying this Agreement shall operate and the same shall be the property of the City.

17. **BID PROTEST.** Any bid protest must be submitted in writing and received by the Project Manager, before 2:00 PM of the second (2nd) business day (every day except Saturday, Sunday and legal holidays) following bid opening.
  - a. The initial protest document must contain a complete statement of the basis for the protest.
  - b. The protest must refer to the specific portion of the document which forms the basis for the protest.
  - c. The protest must include the name, address, and telephone number of the person representing the protesting party.
  - d. The party filing the protest must concurrently transmit a copy of the initial protest document and any attached documentation to all other parties with a direct financial interest which may be adversely affected by the outcome of the protest. Such parties shall include all other Bidders or proposers who appear to have a reasonable prospect of receiving an award depending upon the outcome of the protest.
  - e. The procedure and time limits set forth in this paragraph are mandatory and are the Bidder's sole and exclusive remedy in the event of Bid protest. The Bidder's failure to comply with these procedures shall constitute a waiver of any right to further pursue the Bid protest, including filing a Government Code Claim or legal proceedings.
  - f. Only the second and third lowest responsive responsible bidder is allowed to submit a protest.
18. **FAILURE TO ENTER INTO CONTRACT.** If Bidder to whom Contract is awarded shall for ten (10) calendar days after such award fail or neglect to enter into Contract and file required bonds or other documents, City may deposit surety

bond, cashier's check or certified check for collection, and proceeds thereof may be retained by City as liquidated damages for failure of Bidder to enter into Contract, in the sole discretion of City. It is agreed that calculation of damages City may suffer as a result of Bidder's failure to enter into the Contract would be extremely difficult and impractical and that the amount of the Bidder's required bid security shall be the agreed and presumed amount of damages.

19. DEFINITIONS. All abbreviations and definition of terms used in these Instructions are set forth in Special Provision Section 1 Specifications and Plans.
20. MODIFICATIONS AND WITHDRAWAL. Bids may not be modified after submittal. Bidders may withdraw bids at any time before bid opening, provided that a request in writing, executed by the bidder or its duly-authorized representative, for the withdrawal of such bid, is filed with the City prior to the time fixed for the opening of bids. The withdrawal of a bid shall not prejudice the right of a bidder to file a new bid.
23. DISQUALIFICATION OF BIDDERS.
  - a. More than one bid from an individual, firm or partnership, corporation or association, under the same or different names, will not be considered. Reasonable grounds for believing that a bidder is interested in more than one bid for the work contemplated will cause the rejection of all bids in which said bidder is interested.
  - b. A bid may be rejected on the basis of a bidder, any officer, or any such employee of such bidder having been disqualified, removed, or otherwise prevented from bidding on, or completing a federal, state, or local project because of a violation of law or a safety regulation.
  - c. Bids in which prices obviously are unbalanced may be rejected.
24. QUALIFICATION OF BIDDERS. Prior to award of the contract, the City shall have the right to require any bidder to submit evidence of their capacity to perform the work on the basis of past experience on similar projects of equal magnitude, to render a statement of financial status, and to submit proof of insurability. Before entering into a contract, the bidder shall satisfy the City that they possess adequate equipment and have the necessary experience and forces to perform the work in the manner set forth in the contract documents. The bidder shall be a licensed contractor in the State of California. The prime contractor and each subcontractor shall be required to obtain a City business license before the contract for the work is approved by the City.

**END OF DOCUMENT**