



CITY OF PINOLE

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ADDENDUM 1

SAFETY IMPROVEMENTS AT TENNENT AVE./PEAR & PLUM PROJECT

CIP PROJECT #: RO2304

May 17, 2023

General

1. This Addendum forms a part of the Bidding and Contract Documents and modifies the Invitation for Bid (IFB) for the Safety Improvements at Tennent Ave./Pear & Plum project released on April 27, 2023, with amendments and additions noted herein below.
2. This Addendum has a total of 5 pages (including this page) and modifies the IFB in the following manner:
 - a. The Cover Page. Re:- Bid Opening
 - b. Notice of Invitation for bids – deleted in its entirety and replaced

All other items of the documents shall remain unchanged. Acknowledgement of this Addendum is required in the bid proposal and failure to do so may cause rejection of your proposal as being non-responsive.

Sanjay Mishra, P.E., T.E.,
Public Works Director

Attachments:

Revisions to RFP – page: 2
Notice of Invitation for bids – pages: 3 - 5

REVISIONS TO RFP

a) COVER CHANGED TO READ:

BID OPENING: June 7, 2023, AT 2:00 PM (PST/local time)

b) NOTICE OF INVITATION FOR BIDS: deleted in its entirety and replaced with the following pages 3 - 5.

NOTICE OF INVITATION FOR BIDS

1. RECEIPT OF BIDS: Sealed Bids will be received at the office of the City of Pinole (City) located at **2131 Pear Street, Pinole, CA 94564**, until **2:00PM on Wednesday, June 7, 2023**, for the Safety Improvements at Tennent Ave./Pear & Plum St. project. Any Bids received after the specified time and date will not be considered. Fax and other electronically transmitted Bids will not be accepted.
2. OPENING OF BIDS: The Bids will be publicly opened and read at **2:00PM on Wednesday, June 7, 2023** at the above-mentioned office of the City. The AGENCY reserves the right to postpone the date and time for opening of Bids at any time prior to the aforesaid date and time.
3. COMPLETION OF WORK: The WORK must be completed within thirty (30) working days after the commencement date stated in the Notice to Proceed.
4. DESCRIPTION OF WORK: The WORK includes:
 - striping removal
 - rectangular rapid flashing beacons
 - striping
 - signage
5. ENGINEER'S COST ESTIMATE: The design engineer's opinion of probable construction cost for this project is approximately \$100,000.00.
6. SITE OF WORK: The site of the WORK is located: Tennent Avenue intersection with Pear and Plum Streets in Pinole, California.
7. OBTAINING CONTRACT DOCUMENTS: The Contract Documents are entitled "Safety Improvements at Tennent Ave./Plum and Pear St."

Documents can be downloaded free of charge through the City's webpage at <https://www.ci.pinole.ca.us/bids>. Bid documents will also be posted on www.publicpurchase.com.

8. BID SECURITY: Each Bid shall be accompanied by a certified or cashier's check or Bid Bond executed by an admitted surety in the amount of ten (10) percent of the Total Bid Price payable to the City of Pinole as a guarantee that the Bidder, if its Bid is accepted, will promptly execute the Agreement. A Bid shall not be considered unless one of the forms of Bidder's security is enclosed with it. Upon acceptance of the Bid, if the Bidder refuses to or fails to promptly execute the Agreement, the Bidder's security shall be forfeited to the City.
9. CONTRACTOR'S LICENSE CLASSIFICATION: In accordance with the provisions of California Public Contract Code Section 3300, the City has determined that the CONTRACTOR shall possess a valid Class A license at the time that the Contract is awarded. Failure to possess the specified license shall render the Bid as non-responsive and shall act as a bar to award of the Contract to any bidder not possessing said license at the time of award.

10. **PREFERENCE FOR MATERIAL:** Substitute products will be considered prior to award of the Contract in accordance with Section 3400 of the California Public Contract Code. The Bidder will submit data substantiating its request for a substitution of “an equal” item within fourteen (14) days following submission of its Bid. Substantiation data will conform to the requirements of the instructions for Proposed Substitutions or “or equal” items contained in the Bid Forms. The ENGINEER will make a determination of approval or rejection of the proposed substitution prior to the award of the Contract. No request for substitution of “an equal” item will be considered by the ENGINEER after award of the Contract.
11. **REJECTION OF PROPOSALS:** The AGENCY reserves the right to reject all or any part of all bids submitted, waive informalities and irregularities, and will not, to the extent allowed by law, be bound to accept the lowest bid.
12. **BIDS TO REMAIN OPEN:** The Bidder shall guarantee the total bid price for a period of one hundred and twenty (120) calendar days from the date of bid opening.
13. **CALIFORNIA WAGE RATE REQUIREMENTS:** In accordance with the provisions of California Labor Code Sections 1770, 1773, 1773.1, 1773.6 and 1773.7 as amended, the Director of the Department of Industrial Relations has determined the general prevailing rate of per diem wages in accordance with the standards set forth in Section 1773 for the locality in which the WORK is to be performed. It shall be mandatory upon the CONTRACTOR to whom the WORK is awarded and upon any subcontractor under the CONTRACTOR to pay not less than said specified rates to all workers employed by them in the execution of the WORK.
14. **LABOR COMPLIANCE PURSUANT TO CALIFORNIA LABOR CODE § 1771.1:** A contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal, subject to the requirement of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, as defined in this chapter, unless currently registered and qualified to perform public work pursuant to Section 1725.5. It is not a violation of this section for unregistered contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or by Section 10164 or 20103.5 of the Public Contract Code, provided the contractor is registered to perform public work pursuant to Section 1725.5 at the time the contract is awarded.
15. **RETAINAGE FROM PAYMENTS:** The CONTRACTOR may elect to receive one hundred percent (100%) of payments due under the Contract Documents from time to time, without retention of any portion of the payment by the City, by depositing securities of equivalent value with the City in accordance with the provisions of Section 22300 of the Public Contract Code. Alternatively, the CONTRACTOR may request and the City shall make payment of retentions earned directly to the escrow agent at the expense of CONTRACTOR. At the expense of the CONTRACTOR, the CONTRACTOR may direct the investments of the payments into securities and the CONTRACTOR shall receive the interest earned on the investments upon the same terms as provided in Section 22300 of the Public Contract Code for securities deposited by the CONTRACTOR. The CONTRACTOR shall be responsible for paying all fees for the expenses incurred by the escrow agent in administering the escrow account and all expenses of the City. These expenses and payment terms shall be determined by the City’s Finance Director or his/her designee and the escrow agent. Upon satisfactory completion of the WORK, the CONTRACTOR shall receive from the escrow agent all securities, interest, and payments received by the escrow agent from the AGENCY, pursuant to the terms of Section 22300

of the Public Contract Code. Such securities, if deposited by the CONTRACTOR, shall be valued by the City, whose decision on valuation of the securities shall be final. Securities eligible for investment under this provision shall be limited to those listed in Section 16430 of the Government Code, bank or savings and loan certificates of deposit, interest-bearing demand deposit accounts, standby letters of credit, or any other security mutually agreed to by the CONTRACTOR and the City.

16. PAYMENT BOND: Pursuant to and in accordance with California Civil Code Section 3247, a payment (labor and materials) bond must be filed if the expenditure for the WORK is in excess of Twenty-Five Thousand Dollars (\$25,000).
17. PRE-BID CONFERENCE/SITE VISITS: There is no-pre bid conference/site visit for this project.
18. PROJECT ADMINISTRATION: All communications relative to this WORK shall be directed to the ENGINEER prior to opening of the Bids.

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19. CITY'S RIGHTS RESERVED: The City reserves the right to reject any or all bids, to waive any minor irregularity in a bid, and to make awards to the lowest responsive, responsible bidder as it may best serve the interest of the City.

END OF NOTICE OF INVITATION FOR BIDS