

#### PUBLIC WORKS DEPARTMENT

ENGINEERING DIVISION 156 S. BROADWAY, SUITE 150 TURLOCK, CA 95380 PHONE: (209) 668-5520 FAX: (209) 668-5563 TDD: (800) 735-2929 engineering@turlock.ca.us

Addendum No. 1 August 12, 2022

City Project Nos.: 22-001 & 22-017
Wayside Drive Reconstruction and Sewer Replacement Project

Plan holders:

#### **Revisions to Plans and Specifications**

The following additions, deletions or modifications shall become part of the Contract Documents:

Strikethrough text (text) indicates deletions.

Bold Italicized text (text) indicates additions

#### Item No. 1:

Add the following section to Notice to Contractors:

All questions shall be directed, in writing, to Fred Pezeshk at email address: <a href="mailto:fpezeshk@turlock.ca.us">fpezeshk@turlock.ca.us</a> or at physical address:

Public Works Department Engineering Division 156 S. Broadway, Suite 150 Turlock, CA 95380

Questions regarding alleged patent ambiguity of the plans, specifications, or estimate must be <u>submitted in writing at least five (5) days prior to bid opening</u>. After this time, the City will not consider these questions as bid protests.

#### Item No. 2:

Delete Page i and Pages 4 through 19.

Add Page i and Pages 4 through 19 as attached to this addendum. Changes reflect the addition of "Iran Contracting Act Certification," deletion of duplicative or unnecessary text, and renumbering of affected pages. Bid Schedule remains unchanged.

#### Item No. 3:

Revise paragraph directly above "Package 1 – Sewer Replacement" section on Page 69 to read as follows:

The Contractor shall complete the Sewer Improvements (Package 1) prior to starting work on the Street Improvements (Package 2); however, the Contractor may complete the concrete work in Package 2 located within existing and already acquired new right-of-way concurrently with Package 1. **Contractor shall first trench and install the new sewer, wyes, and laterals on the south side of Wayside Drive. Upon completion of the new sewer, contractor shall remove the existing sewer and connect the laterals on the north side of Wayside Drive.** 

End of Addendum No. 1

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## **PROPOSAL**

## Project No. 22-001 and 22-017

### Wayside Drive Reconstruction and Sewer Replacement Project

ity of Turlock, California	
ATED:	
o: The Honorable City Council of the City of Turlock, California:	
NAME OF BIDDER:	
BUSINESS ADDRESS:	
PLACE OF RESIDENCE:	

Bids are to be submitted for the entire work. The amount of the bid for comparison purposes will be the total of all 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 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 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 Department's Final Estimate of cost.

#### PROPOSAL SUBMITTAL CHECKLIST

The bidder shall provide a complete proposal in a sealed envelope before 2:00 pm local time on August 29, 2022 at the address shown on the cover sheet of these specifications.

FAILURE TO PROVIDE ALL THE REQUIRED DOCUMENTS LISTED IN THE TABLE BELOW MAY CAUSE THE PROPOSAL TO BE CONSIDERED NON-RESPONSIVE.

Complete Proposal	Page No.
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The Successful Bidder shall submit within one week after receipt of Bids, one copy of all documentary information generated in preparation of Bid prices for this Project. This material is hereinafter referred to as "Escrow Bid Documents." The Escrow Bid Documents of the Successful Bidder will be held in escrow for the duration of the contract. See Special Provisions Section "Escrow Bid Documents."

In accordance with the annexed Notice to Contractors, the undersigned, as bidder, declares that he has carefully examined the location of the proposed work, the plans, specifications and technical requirements therefore, and the proposed forms of contract and bonds mentioned or referred to in said Notice and on file in the office of the City Engineer of the City of Turlock, together with the prevailing rate of per diem wages for each craft or type of workmen needed to execute said contract; and he proposes and agrees that if this proposal is accepted, he will furnish all labor, materials, equipment, plant transportation, service, sales taxes, permit fees and other costs necessary to complete the construction in strict conformity to the plans and specifications and he will enter into a written contract with the City of Turlock in the form of contract on file in the Office of the City Engineer for such purposes, and that he will execute and/or provide all bonds and insurance certificates required by law and/or by said contract and/or mentioned in said Notice to Contractors all in accordance with and subject to all applicable laws, and that he will take in full payment therefore the following unit prices, to wit:

#### **BIDDING FORM**

City of Turlock is herein	nafter called the Owner.	
BIDDER:		<del></del>
California. It is shown	on a set of Plans, ent nd is to be constructed in ac	City of Turlock and in Stanislaus County, State of itled: "Wayside Drive Reconstruction and Sewer cordance with the Project Specifications and contract
In submitting this Bid, B	idder represents, as set for	th in the Agreement, that:
	3	Bidding Documents, the other related data identified denda, receipt of all which is hereby acknowledged.
	Addendum No.	Addendum Date

B. Bidder has visited the Site and became familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

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 Plans and Specifications referred to, the referenced proposed contract, and the Bidder proposes and agrees that, if this proposal is accepted, he will contract with the Owner 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 as therein set forth, and that he will take in full payment therefor the following unit prices as set forth in the Bid Schedule below.

# CITY OF TURLOCK WAYSIDE DRIVE RECONSTRUCTION AND SEWER REPLACEMENT PROJECT

## **BID SCHEDULE**

Item	Description	Quantity	Unit	Unit Price	Total
		General	1		
1.	Mobilization/Demobilization, Bonds, Insurance, and Permits	1	LS	\$	\$
2.	Pothole Existing Utilities	1	LS	\$	\$
3.	Storm Water Pollution Prevention Plan	1	LS	\$	\$
4.	Erosion Control BMPs	1	LS	\$	\$
5.	Construction Stakes, Lines and Grades	1	LS	\$	\$
6.	Materials Testing	1	LS	\$	\$
7.	Portable Message Signs	2	EA	\$	\$
	SEWER IMPROVEMENTS (PACKAGE 1)				
8.	Temporary Traffic Control	1	LS	\$	\$
9.	24-Inch PVC SDR-26 Green Storm Drain Pipe	26	LF	\$	\$
10.	48-Inch Sanitary Sewer Manholes	7	EA	\$	\$
11.	6-Inch SDR-26 Green Sanitary Sewer Pipe	51	LF	\$	\$
12.	8-Inch SDR-26 Green Sanitary Sewer Pipe	11	LF	\$	\$
13.	12-Inch SDR-26 Green Sanitary Sewer Pipe	10	LF	\$	\$

14.	18-Inch SDR-26 Green Sanitary Sewer Pipe	1,524	LF	\$	\$
15.	18-inch x 4-inch Wye Fittings	19	EA	\$	\$
16.	Sewer Lateral with Cleanouts	19	EA	\$	\$
17.	Remove and Dispose of Existing Sanitary Sewer Manhole	5	EA	\$	\$
18.	Remove and Dispose of Existing Sanitary Sewer Pipe	2,130	LF	\$	\$
19.	Cold Mix Asphalt	3,060	LF	\$	\$
20.	Hot Mix Asphalt	12	TON	\$	\$
21.	Class 2 Aggregate Base	339	TON	\$	\$
22.	Miscellaneous Facilities and Operations	1	LS	\$	\$
STREET IMPROVEMENTS (PACKAGE 2)					
23.	Construction Project Signs (Double Sided)	2	EA	\$	\$
24.	Temporary Traffic Control	1	LS	\$	\$
25.	Clearing and Grubbing	1	LS	\$	\$
26.	Remove Existing Asphalt Concrete (AC) Pavement and Base	1,490	CY	\$	\$
27.	Pavement Underlying Base Repair (Revocable Item)	565	SF	\$	\$
28.	Remove Existing Curb and Gutter	1,132	LF	\$	\$
29.	Remove Existing Driveway/Sidewalk	4,311	SF	\$	\$
30.	Remove Existing Valley Gutter	885	SF	\$	\$
31.	Remove Existing Catch Basin	2	EA	\$	\$

32.	Adjust Frames and Covers to Grade (SSMH)	12	EA	\$ \$
33.	Adjust Frames and Covers to Grade (SDMH)	5	EA	\$ \$
34.	Adjust Water Valve Boxes to Grade	27	EA	\$ \$
35.	Adjust Gas Valve Boxes to Grade	4	EA	\$ \$
36.	Adjust Survey Monument Cover to Grade	1	EA	\$ \$
37.	HMA (Type A)	3,085	TON	\$ \$
38.	Minor Concrete (Curb and Gutter - C-1)	1,132	LF	\$ \$
39.	Minor Concrete (Sidewalk and Flatwork - C-3)	5,548	SF	\$ \$
40.	Minor Concrete (Residential Driveway - C-5)	2,721	SF	\$ \$
41.	Minor Concrete (Valley Gutter)	950	SF	\$ \$
42.	Curb Ramp (Labor Only)	14	EA	\$ \$
43.	Storm Drain Catch Basin (SD-1)	2	EA	\$ \$
44.	Reset Fence (Chainlink)	201	LF	\$ \$
45.	Thermoplastic Striping (Detail 1)	1,565	LF	\$ \$
46.	Thermoplastic Striping (Detail 22)	1,095	LF	\$ \$
47.	Thermoplastic Striping (12" Stop Bar)	202	LF	\$ \$
48.	Thermoplastic Pavement Markings (White Crosswalk)	290	SF	\$ \$
49.	Thermoplastic Pavement Markings (White)	275	SF	\$ \$
50.	Pavement Marker (Type BB)	3	EA	\$ \$
51.	Paint Existing Curb	455	LF	\$ \$

52.	Remove Existing Sign	2	EA	\$	\$
53.	53. Install Sign (R1-1)		EA	\$	\$
54.	Install Sign (W14-1)	1	EA	\$	\$
55.	Reset Sign Panel (Street Name)	2	EA	\$	\$
56.	Traffic Signal Intersection Loop Detectors	1	LS	\$	\$
				TOTAL BID	\$

COMPANY	'S NAME:			
BY:				
ADDRESS:				
	(Number)		(Street)	
	(City)	(State)	(Ž	ZIP)
CONTRAC <sup>*</sup>	TOR'S PHONE #:			
EXPIRATION B	ON DATE, AND Y INDIVIDUAL EMS MAY CAUS	ILL BE REQUIRED T APPROPRIATE STATE AUTHORIZED TO DO E SAID CONTRACTOR', Contra	EMENT REGARD O SO. FAILURE S BID TO BE REJI	ING PERJURY AND TO INCLUDE THE ECTED.
	•	DIR #:		
This informatis made here	ation is true, is prov ein under penalty of	vided as per Section 7028.1 perjury.	5 of the Business an	d Professions Code, and
X(Bid	der's Signature)		(Dat	e)

If the proposal is accepted and the undersigned shall fail to contract as aforesaid and fail to file with the City insurance certificates as required by said contract, within fourteen (14) days after the bidder has received notice from the City Engineer or his representative of the City of Turlock that the contract has been awarded to bidder and is ready for signature, the City of Turlock may, at its option, determine that the bidder has abandoned his contract, and thereupon this proposal and the acceptance thereof shall be null and void.

Also accompanying this proposal is an affidavit of non collusion and questionnaire to general contractors, a statement of proposed sub-contractors, if any, the address of mill, shop or office of any sub-contractor, and a statement of work to be performed by sub-contractors.

The names and addresses of 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 partnership, state true name of firm, also names of all individual co partners composing firm; if bidder or other interested person is an individual, state first and last name in full.)

	cordance with an act providing for the registration of Contractors,
License No	Expiration Date
DATED:	, 20
D/(12D	
Address:	
71001 0001	
Phone:	
	X
	Signature of Bidder

NOTE: If bidder is a corporation, the legal name of the corporation shall be set forth above together with the signature of the officers authorized to sign contracts on behalf of the corporation; if bidder is a co-partnership, the true name of the firm shall be set forth above together with the signature of the partner or partners authorized to sign contracts in behalf of the co-partnership; and, if bidder is an individual, his signature shall be placed above. If a signature is by an agent other than an officer of a corporation or a member of the partnership, a Power of Attorney must be on file with the City Clerk prior to opening or submitted with the bid; otherwise, the bid will be disregarded as irregular and unauthorized.

#### **AFFIDAVIT**

The undersigned bidder, being first duly sworn, deposes and says that he/she are the party making the foregoing proposal or bid, that this bid is genuine and not collusive or sham, that said bidder has not colluded, conspired, connived or agreed, directly or indirectly, with any other person or bidder, to put in a sham bid, or that said other person shall refrain from bidding, and has not in any manner sought by collusion to secure any advantage against the said City or any person interested in said improvement, for him/herself or any other person.

Χ		
XSignature of Bidder		
Jurat (Government Code Section 8202)		
State of California		
County of		
County of		
Subscribed and sworn to (or affirmed) before me	on this day of	, 20
by proved to me on the	e basis of satisfactory evider	nce to be the person(s) who
appeared before me.	Ţ	,
	(AFFI)	X SEAL)
NOTARY PUBLIC SIGNATURE		
NOTARY PUBLIC PRINTED NAME		

#### INFORMATION REQUIRED OF BIDDER

The bidder is required to provide the following information. Additional sheets may be attached if necessary. Contractor's mailing address: Contractor's telephone number: Number of years experience as a contractor in construction work or installation work similar to that required in these specifications: Name of person who inspected the site of the proposed work for your firm: Date of Inspection: List at least four projects completed as of recent date: Project No. and Title: Class and Type of Work: Name, Address, and Phone No. of Owner Registered Engineer in Charge of Project: Total Contract amount: Contract amount you performed: Name of Prime Contractor if you were Sub: Date Completed: Liquidated Damages Assessed: Project No. and Title: Class and Type of Work: Name, Address, and Phone No. of Owner Registered Engineer in Charge of Project: **Total Contract amount:** Contract amount you performed: Name of Prime Contractor if you were Sub: Date Completed: Liquidated Damages Assessed:

Project No. and Title:	
Class and Type of Work:	
Name, Address, and Phone No. of Owner	
Registered Engineer in Charge of Project:	
Total Contract amount:	
Contract amount you performed:	
Name of Prime Contractor if you were Sub:	
Date Completed:	
Liquidated Damages Assessed:	
Project No. and Title:	
Class and Type of Work:	
Name, Address, and Phone No. of Owner	
Registered Engineer in Charge of Project:	
Total Contract amount:	
Contract amount you performed:	
Name of Prime Contractor if you were Sub:	
Date Completed:	
Liquidated Damages Assessed:	

#### **BIDDER'S BOND**

KNOW ALL MEN BY THESE PRESENTS:
That weas BIDDER, andas
BIDDER, andas
SURETY a corporation duly organized under the laws of the State of
and duly licensed to become sole Surety on bonds required and authorized by the State of California, as SURETY, are held and firmly bound unto the City of Turlock, hereinafter called the City, in the penal sum of TEN PERCENT (10%) OF THE TOTAL AMOUNT OF THE BID of the Bidder above named, submitted by said Bidder to the City, for the work described below, for the payment of which sum in lawful money of the United States, well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents. In no case shall the liability of the Surety hereunder exceed the sum
Dollars ( \$).
THE CONDITION OF THIS OBLIGATION IS SUCH THAT, whereas the bidder has submitted the above-mentioned bid to the City for certain construction specifically described as follows for which bids are to be opened at Engineering Division, Public Works Department, City Hall, 156 S. Broadway Suite 150, Turlock, California, on
,, 20, at  (day) (date) (time)  for Project No. 22-001 and 22-017, "Wayside Drive Reconstruction and Sewer Replacement Project 22-001 and 22-017."

NOW, THEREFORE, if the aforesaid Bidder is awarded the contract and, within the time manner required under the specifications after the prescribed forms are presented to him for signature, enters into a written contract in the prescribed form in accordance with the bid, and files the two bonds with the City, one to guarantee faithful performance and the other to guarantee payment for labor and materials as required by law, then obligation shall be null and void; otherwise, it shall be and remain in full force and virtue.

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 a suit, including a reasonable attorney's fee to be fixed by the court.

IN WITNESS WHEREOF, we have hereunto set our hands and seals of
thisday of, 202
BIDDER
(SEAL)
(Bidder's Name and Corporate Seal)
(Signature)
(Print Name and Title)
(ATTACH ACKNOWLEDGMENT OF BIDDER)
SURETY
(SEAL)
(Surety's Name and Corporate Seal)
(Signature)
(Print Name and Title)
(ATTACH ACKNOWLEDGMENT OF SURETY'S
ATTORNEY-IN-FACT)

NOTE: ATTACH CERTIFIED COPY OF POWER OF ATTORNEY

## SUB-CONTRACTORS

## City Project No. 22-001 and 22-017 Wayside Drive Reconstruction and Sewer Replacement Project 22-001 and 22-017

Prime Contr	rime Contractor: DIR NUMBER:					
service to the to the prime Contract Do construction greater. After subcontractors	e prime Contractor in or able Contractor, specially fabrocuments, in an amount in of streets or highways, income the opening of Bids, no cor for each item of Work to	out the construction of t icates and installs a port excess of 1/2 of 1 per luding bridges, in exces changes or substitutions be performed with the v	he Work or improvem ion of the Work or im cent of the prime Cons of 1/2 of 1 percent of the allowed except words "and/or" will no	cractor who will perform Work or labor or who will render ent, or a subcontractor duly licensed who, under subcontract provement according to detailed Drawings contained in the ntractor's total Bid or, in the case of Bids or offers for the of the prime Contractor's total Bid or \$10,000, whichever is as otherwise provided by law. The listing of more than one of the permitted.  LOW IN THE SPACE PROVIDED.		
NAME	LICENSE NUMBER	DIR NUMBER	ADDRESS	WORK ITEMS TO BE PERFORMED AND % OF ITEM		

#### IRAN CONTRACTING ACT CERTIFICATION

Reference: Public Contract Code Section 2200 et seq.

As required by California Public Contract Code Section 2204, the Contractor certifies subject to penalty for perjury that the option checked below relating to the Contractor's status in regard to the Iran Contracting Act of 2010 (Public Contract Code Section 2200 et seg.) is true and correct: П The Contractor is not: (i) identified on the current list of persons and entities engaging in investment activities in Iran prepared by the California Department of General Services in accordance with subdivision (b) of Public Contract Code Section 2203; or (ii) a financial institution that extends, for 45 days or more, credit in the amount of \$20,000,000 or more to any other person or entity identified on the current list of persons and entities engaging in investment activities in Iran prepared by the California Department of General Services in accordance with subdivision (b) of Public Contract Code Section 2203, if that person or entity uses or will use the credit to provide goods or services in the energy sector in Iran. П The City of Turlock has exempted the Contractor from the requirements of the Iran Contracting Act of 2010 after making a public finding that, absent the exemption, the City of Turlock will be unable to obtain the goods and/or services to be provided pursuant to the Contract. The amount of the Contract payable to the Contractor for the Project does not exceed П \$1,000,000. Bidder's Signature: Bidder's Name and Title: Firm: Date:

Note: In accordance with Public Contract Code Section 2205, false certification of this form shall be reported to the California Attorney General and may result in civil penalties equal to the greater of \$250,000 or twice the Contract amount, termination of the Contract and/or ineligibility to bid on contracts for three years.