



**ADDENDUM NO. 1**

**TO  
CONTRACT DOCUMENTS  
FOR  
CONCRETE PATHWAY REPAIRS  
in  
ANTIOCH, CALIFORNIA  
P.W. 394-18**

**ISSUED  
October 25, 2024**

**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:

# ADDENDUM NO. 1

to  
CONTRACT DOCUMENTS  
for  
CONCRETE PATHWAY REPAIRS  
in  
ANTIOCH, CALIFORNIA  
P.W. 394-18

Issued October 25, 2024

- 1) The "Notice Inviting Bids" is modified to include the following:

"This project will be funded by the American Rescue Plan Act of 2021 (ARPA) Fund for the amount of \$350,000. ARPA is a federal stimulus bill to aid public health and economic recovery from the COVID-19 pandemic. The plan includes \$350 billion in emergency funding for state, local, territorial and tribal governments, known as the Coronavirus State and Local Fiscal Recovery Funds. At the City Council's direction, these funds were allocated to the Prewett Park Perimeter Fence Replacement project. Please see Exhibit A for Federal Provisions.

## EXHIBIT A FEDERAL PROVISIONS

### 1. REQUIRED CONTRACT PROVISIONS IN ACCORDANCE WITH APPENDIX II TO PART 200 – CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS (2 C.F.R. § 200.327)

(a) Appendix II to Part 200 (A); Appendix II to Part 200 (B): Remedies for Breach; Termination for Cause/Convenience. The Agreement include remedies for breach and termination for cause and convenience.

(b) Appendix II to Part 200 (C) – Equal Employment Opportunity: The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(c) Appendix II to Part 200 (D) – Davis-Bacon Act: Not applicable to this Agreement since it is funded by the CLFRF.

(d) Appendix II to Part 200 (D) – Copeland "Anti-Kickback" Act: Not applicable to this Agreement since it is funded by the CLFRF.

(e) Appendix II to Part 200 (E) – Contract Work Hours and Safety Standards Act: [Not applicable.]

(f) Appendix II to Part 200 (F) – Rights to Inventions Made Under a Contract or Agreement:

(i) If the Federal award meets the definition of “funding agreement” under 37 C.F.R. § 401.2(a) and the non-Federal entity wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the non-Federal entity must comply with the requirements of 37 C.F.R. Part 401 (Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements), and any implementing regulations issued by the Federal awarding agency.

(ii) The regulation at 37 C.F.R. § 401.2(a) currently defines “funding agreement” as any contract, grant, or cooperative agreement entered into between any Federal agency, other than the Tennessee Valley Authority, and any contractor for the performance of experimental, developmental, or research work funded in whole or in part by the Federal government. This term also includes any assignment, substitution of parties, or subcontract of any type entered into for the performance of experimental, developmental, or research work under a funding agreement as defined in the first sentence of this paragraph.

(g) Appendix II to Part 200 (G) – Clean Air Act and Federal Water Pollution Control Act: If this Agreement is in excess of \$150,000, Contractor shall comply with all applicable standards, orders, or requirements issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387).

(i) Pursuant to the Clean Air Act, (1) Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq., (2) Contractor agrees to report each violation to the City and understands and agrees that the City will, in turn, report each violation as required to assure notification to the Federal awarding agency and the appropriate Environmental Protection Agency Regional Office, and (3) Contractor agrees to include these requirements in each subcontract exceeding \$150,000.

(ii) Pursuant to the Federal Water Pollution Control Act, (1) Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq., (2) Contractor agrees to report each violation to the City and understands and agrees that the City will, in turn, report each violation as required to assure notification to the Federal awarding agency and the appropriate Environmental Protection Agency Regional Office, and (3) Contractor agrees to include these requirements in each subcontract exceeding \$150,000.

(h) Appendix II to Part 200 (H) – Debarment and Suspension: A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 C.F.R. part 1986 Comp., p. 189) and 12689 (3 C.F.R. part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

(i) This Agreement is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such Contractor is required to verify that none of the Contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

(ii) Contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

(iii) This certification is a material representation of fact relied upon by City. If it is later determined that Contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart

C, in addition to remedies available to the City, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

(iv) Contractor warrants that it is not debarred, suspended, or otherwise excluded from or ineligible for participation in any federal programs. Contractor also agrees to verify that all subcontractors performing work under this Contract are not debarred, disqualified, or otherwise prohibited from participation in accordance with the requirements above. Contractor further agrees to notify the City in writing immediately if Contractor or its subcontractors are not in compliance during the term of this Agreement.

(i) Appendix II to Part 200 (I) – Byrd Anti-Lobbying Act: If this Agreement is in excess of \$100,000, Contractor shall have submitted and filed the required certification pursuant to the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1353). If at any time during the Agreement term funding exceeds \$100,000.00, Contractor shall file with the City the Federal Standard Form LLL titled “Disclosure Form to Report Lobbying.” Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

(j) Appendix II to Part 200 (J) – §200.323 Procurement of Recovered Materials:

(i) Contractor shall comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement.

(ii) In the performance of this Agreement, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired: Competitively within a timeframe providing for compliance with the contract performance schedule; Meeting contract performance requirements; or at a reasonable price.

(iii) Information about this requirement, along with the list of EPA-designate items, is available at EPA’s Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

(iv) The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.”

(k) Appendix II to Part 200 (K) – §200.216 Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment:

(i) Contractor shall not contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system funded under this Agreement. As described in Public Law 115–232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

(1) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and

telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

(2) Telecommunications or video surveillance services provided by such entities or using such equipment.

(3) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

(ii) See Public Law 115-232, section 889 for additional information.

(l) Appendix II to Part 200 (L) – §200.322 Domestic Preferences for Procurement:

(i) Contractor shall, to the greatest extent practicable, purchase, acquire, or use goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subcontracts

(ii) For purposes of this section:

(1) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

(2) "Manufactured products" means items and construction materials composed in whole or in part of nonferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

## **2. CONTRACTING WITH SMALL AND MINORITY FIRMS, WOMEN'S BUSINESS ENTERPRISE AND LABOR SURPLUS AREA FIRMS (2 C.F.R. § 200.321)**

(a) Contractor shall be subject to 2 C.F.R. § 200.321 and will take affirmative steps to assure that minority firms, women's business enterprises, and labor surplus area firms are used when possible and will not be discriminated against on the grounds of race, color, religious creed, sex, or national origin in consideration for an award.

(b) Affirmative steps shall include:

(i) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;

(ii) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;

(iii) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority business, and women's business enterprises;

(iv) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority business, and women's business enterprises; and

(v) Using the services/assistance of the Small Business Administration (SBA), and the Minority Business Development Agency (MBDA) of the Department of Commerce.

Contractor shall submit evidence of compliance with the foregoing affirmative steps when requested by the City.”

- 2) The attached “Schedule of Bid Prices Revision 1” shall be submitted in lieu of the “Schedule of Bid Prices”.
- 3) The attached Appendix ‘A’, “Repair Locations” is included into the contract documents.

Title: Concrete Pathway Repairs  
in Antioch, CA (P.W. 394-18)

Bids to be received by 2:00 PM  
November 12, 2024  
Office of the City Clerk,  
City Hall, Antioch, CA

## SCHEDULE OF BID PRICES REVISION 1

Item No.	Unit	Quantity	Description	Unit Price	Extended Amount
1.	LS	1	Mobilization, complete in place for the lump sum price.....	\$	\$
2.	SF	1,450	Broom Finished Concrete Pathway, complete in place for the unit price per square foot.....	\$	\$
3.	SF	8,120	Exposed Aggregate Concrete Pathway, complete in place for the unit price per square foot.....	\$	\$
<b>TOTAL BID PRICE</b>				<b>\$</b>	

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**

**APPENDIX "A"**  
**REPAIR LOCATIONS**



Concrete Pathway Repairs  
P.W. 394-18  
Repair Locations



Antioch Marina

Broom Finish			
Address	Loc. Num	Sqft.	
5 Marina Plaza	1	240	
5 Marina Plaza	2	290	
5 Marina Plaza	3	70	
5 Marina Plaza	4	78	
5 Marina Plaza	5	192	
5 Marina Plaza	6	114	
5 Marina Plaza	7	126	

Harbour Park

Exposed Aggregate			
Address	Loc. Num	Sqft.	
2900 Ashburton Dr	1	100	
2900 Ashburton Dr	2	120	
2900 Ashburton Dr	3	10	
2900 Ashburton Dr	4	100	
2900 Ashburton Dr	5	100	
2900 Ashburton Dr	6	100	
2900 Ashburton Dr	7	100	
2900 Ashburton Dr	8	100	
2900 Ashburton Dr	9	200	
2900 Ashburton Dr	10	200	
2900 Ashburton Dr	11	100	
2900 Ashburton Dr	12	100	
2900 Ashburton Dr	13	100	

Waide Plaza

Broom Finish			
Address	Loc. Num	Sqft.	
101   St	1	200	
101   St	2	140	

Almondridge Park

Exposed Aggregate			
Address	Loc. Num	Sqft.	
3400 Almondridge Dr	1	100	
3400 Almondridge Dr	2	100	
3400 Almondridge Dr	3	100	
3400 Almondridge Dr	4	200	
3400 Almondridge Dr	5	105	
3400 Almondridge Dr	6	100	
3400 Almondridge Dr	7	100	

Country Manor Park

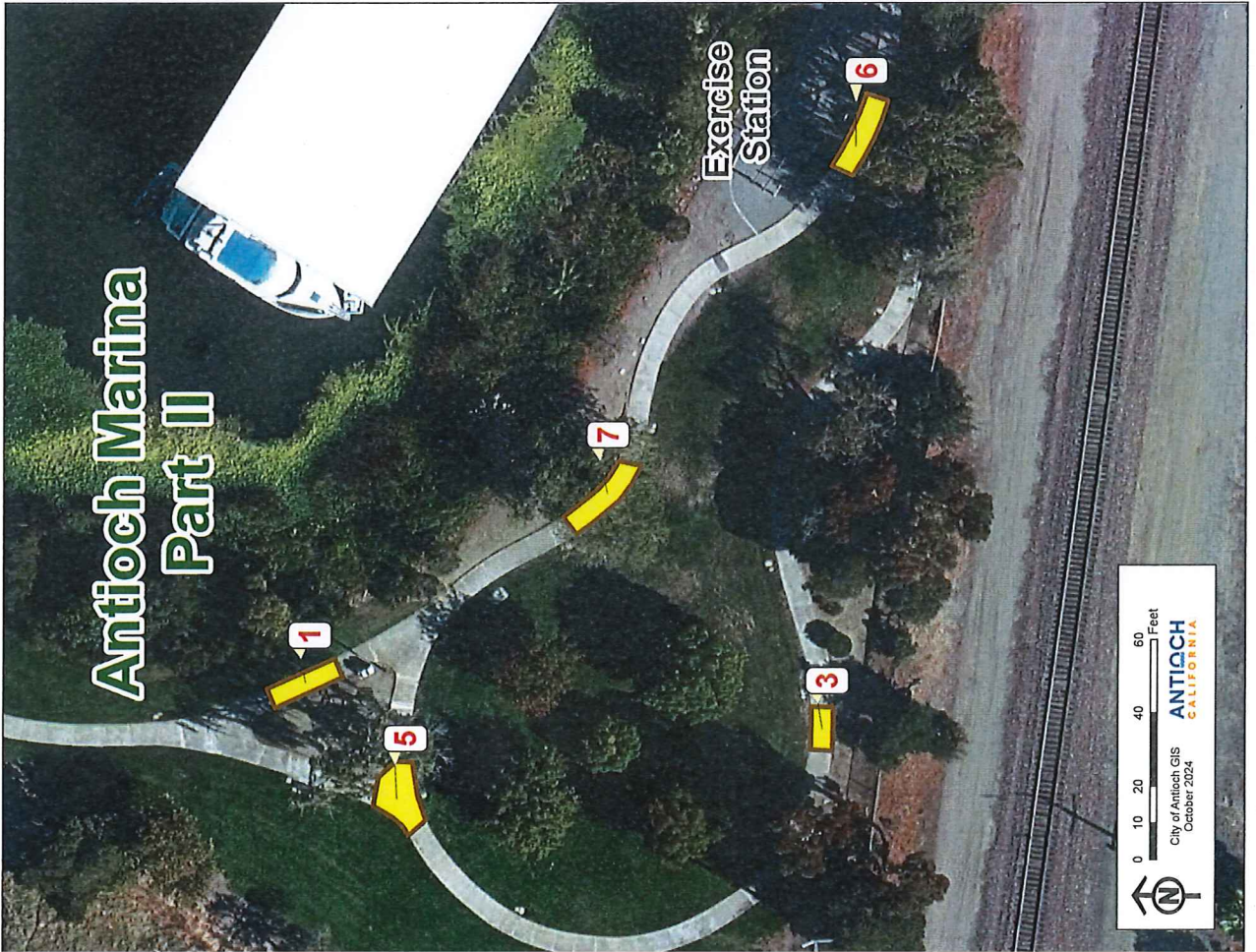
Exposed Aggregate			
Address	Loc. Num	Sqft.	
2800 Asilomar Dr	1	90	
2800 Asilomar Dr	2	120	
2800 Asilomar Dr	3	90	
2800 Asilomar Dr	4	36	
2800 Asilomar Dr	5	32	
2800 Asilomar Dr	6	72	
2800 Asilomar Dr	7	200	
2800 Asilomar Dr	8	400	
2800 Asilomar Dr	9	10	
2800 Asilomar Dr	10	560	
2800 Asilomar Dr	11	560	
2800 Asilomar Dr	12	630	
2800 Asilomar Dr	13	760	
2800 Asilomar Dr	14	135	
2800 Asilomar Dr	15	600	

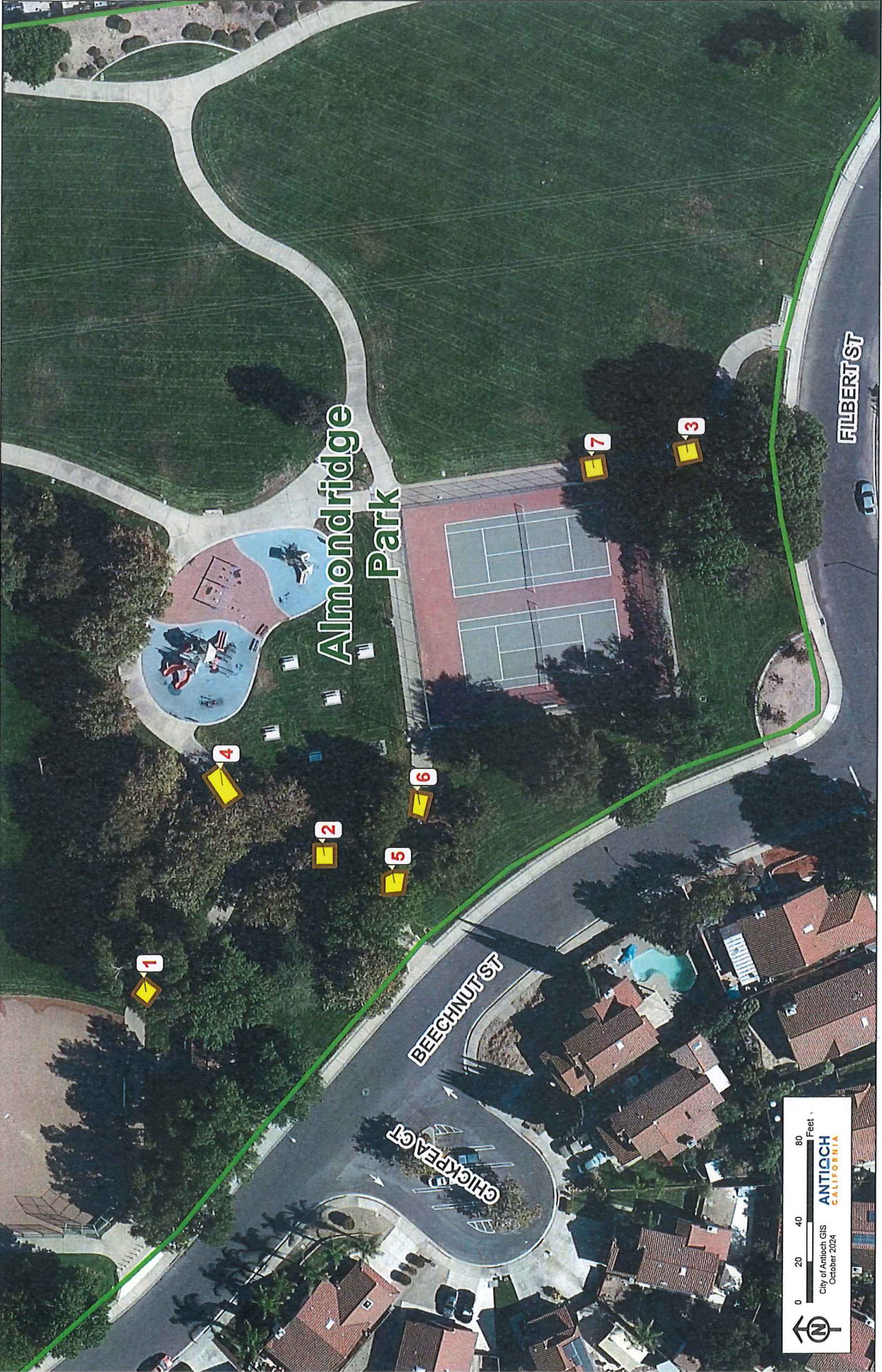
Deerfield Park

Exposed Aggregate			
Address	Loc. Num	Sqft.	
4700 Deerfield Dr	1	70	
4700 Deerfield Dr	2	64	
4700 Deerfield Dr	3	40	
4700 Deerfield Dr	4	36	
4700 Deerfield Dr	5	110	

Antioch Community Park

Exposed Aggregate			
Address	Loc. Num	Sqft.	
801 James Donlon Blvd	1	364	
801 James Donlon Blvd	2	370	
801 James Donlon Blvd	3	30	
801 James Donlon Blvd	4	90	
801 James Donlon Blvd	5	204	
801 James Donlon Blvd	6	20	
801 James Donlon Blvd	7	60	
801 James Donlon Blvd	8	132	



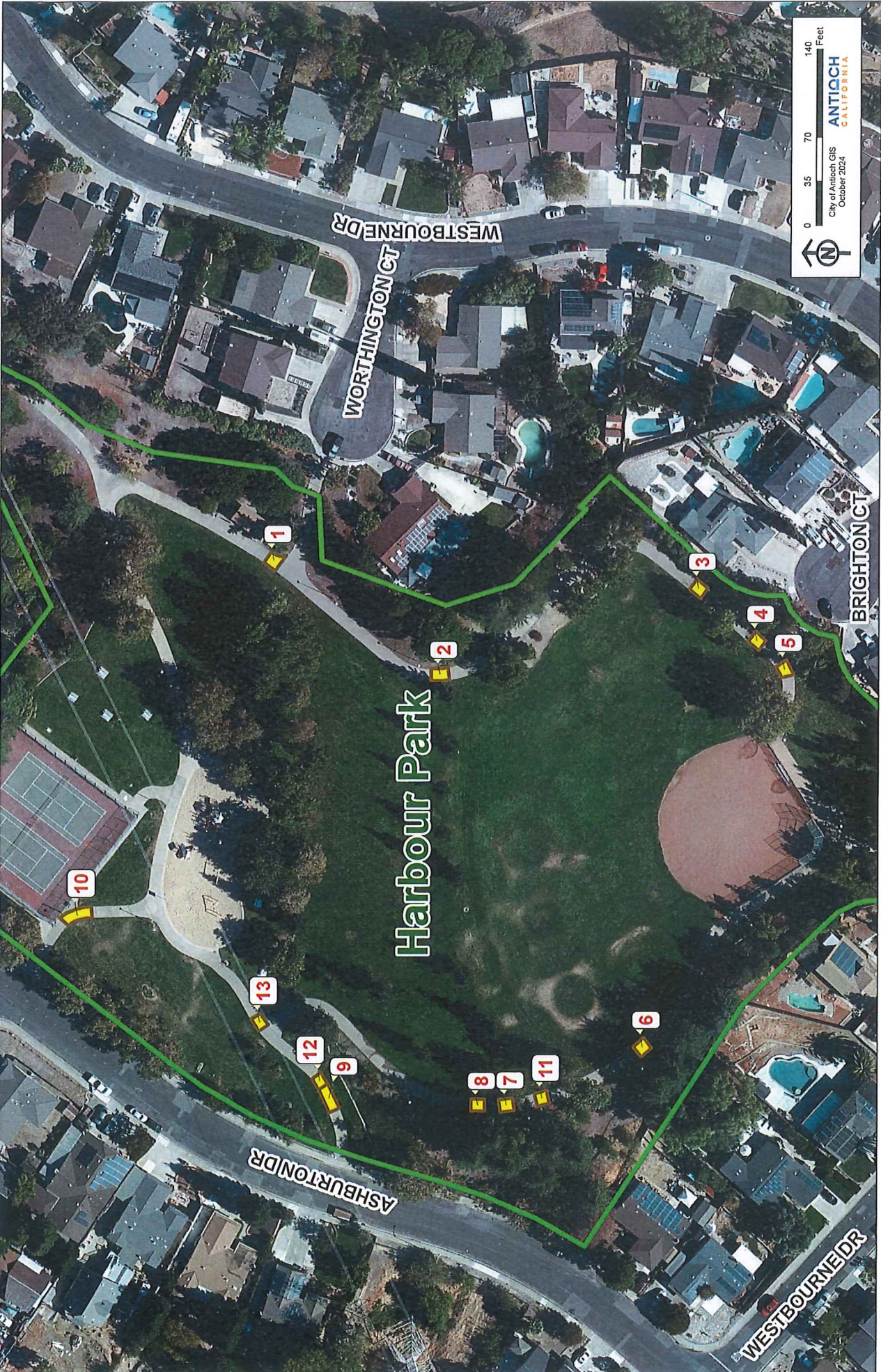


# Almondridge Park

0 20 40 80 Feet

City of Antioch GIS  
October 2024

**ANTIQUO**  
CALIFORNIA



0 35 70 140 Feet  
City of Antioch GIS  
October 2024  
ANTIOCH CALIFORNIA

# Harbour Park

WESTBOURNE DR

WORTHINGTON CT

BRIGHTON CT

ASHBURTON DR

WESTBOURNE DR

1

2

3

4

5

10

13

12

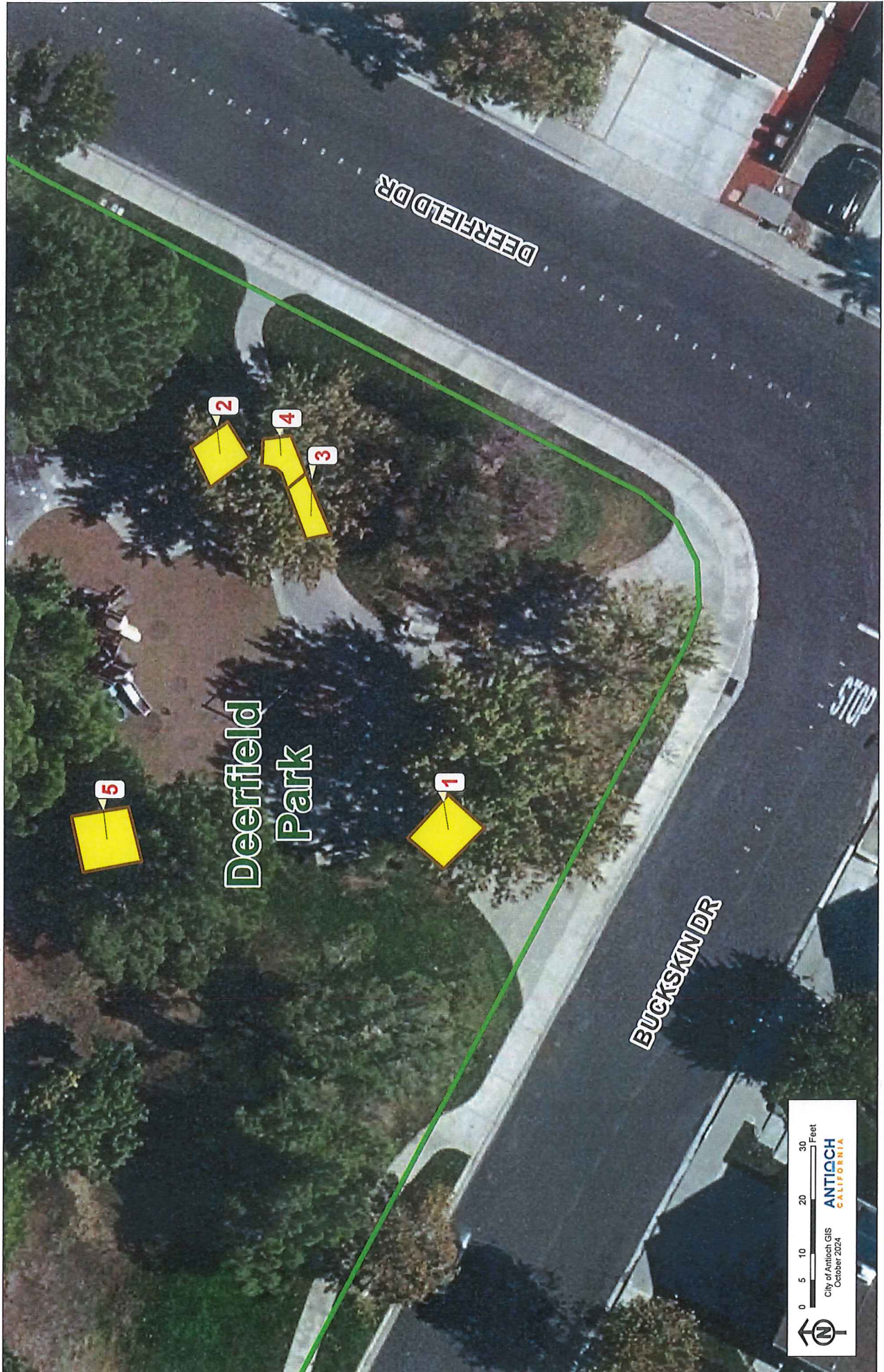
9

8

7

11

6



# Deerfield Park

DEERFIELD DR

BUCKSKIN DR

STOP

- 1
- 2
- 3
- 4
- 5

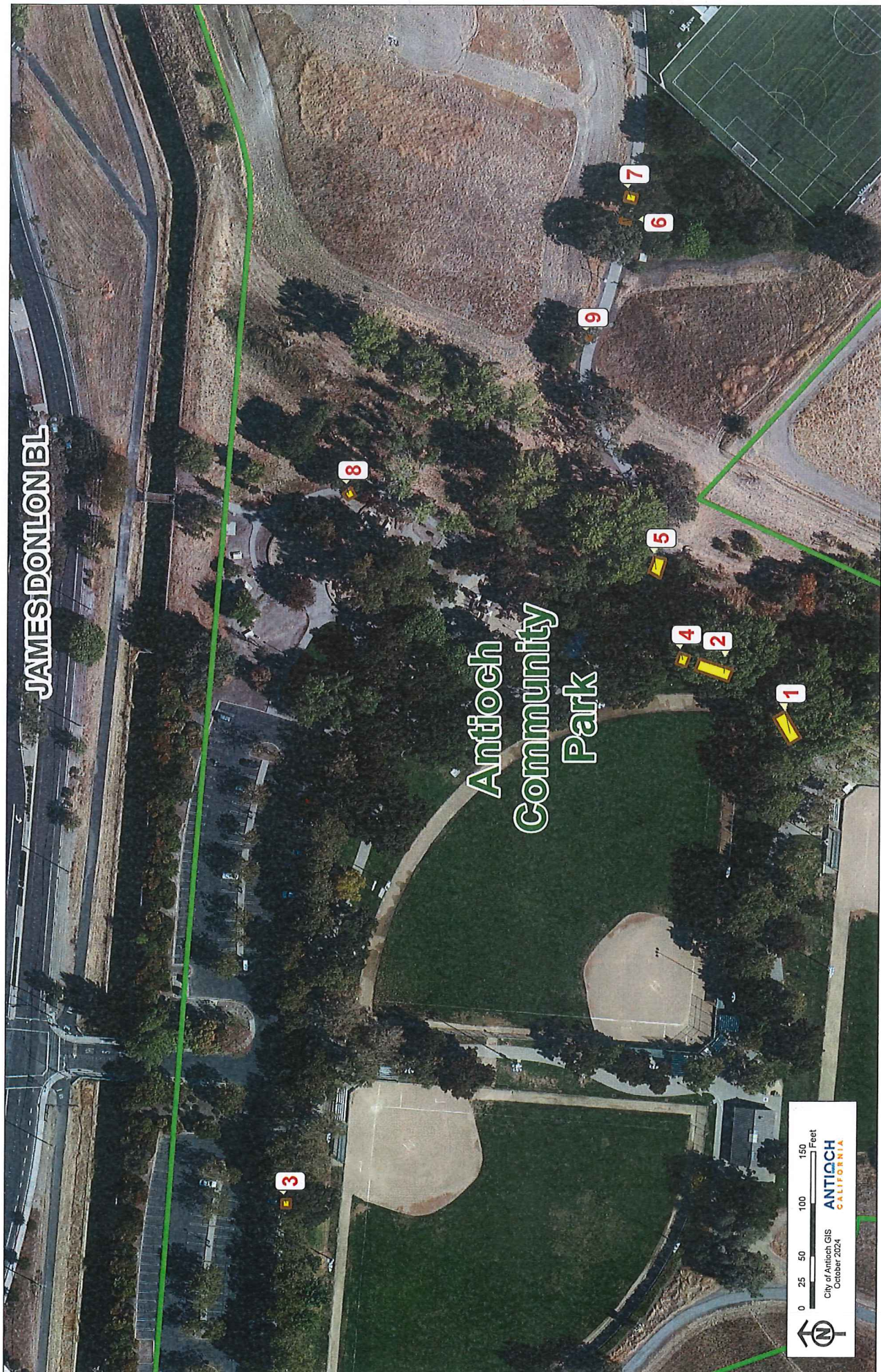
0 5 10 20 30 Feet

City of Antioch GIS  
October 2024

**ANTIACH**  
CALIFORNIA

JAMES DONLON BL

# Antioch Community Park



0 25 50 100 150 Feet  
City of Antioch GIS  
October 2024  
ANTIOCH CALIFORNIA



Country Manor Park

AVILA CT

ASLOWARDR

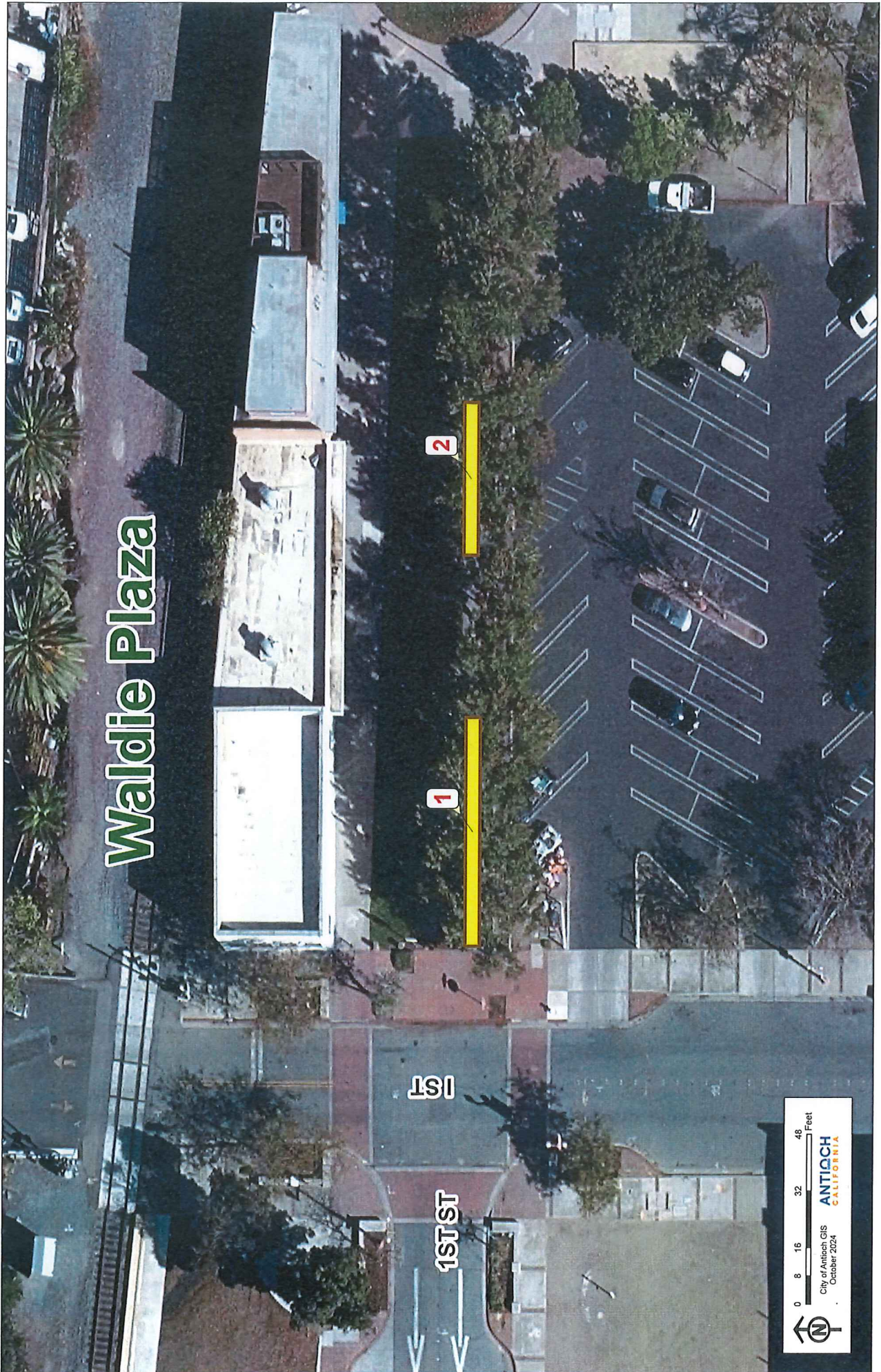
City of Antioch GIS  
 October 2024  
 ANTIQCH  
 CALIFORNIA

0 15 30 60 Feet

North Arrow

- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8
- 9
- 10
- 11
- 12
- 13
- 14
- 15

# Waldie Plaza



2

1

1ST ST

1ST ST

0 8 16 32 48 Feet  
City of Antioch GIS  
October 2024  
ANTIOCH CALIFORNIA