

ADDENDUM NO. 01

Date of Addendum: October 4, 2019

Project: CMAQ-Construction Infill Sidewalk Improvements, Federal -Aid Project No. CML-5160(027)  
Owner: City of Los Banos  
Bid Date: October 15, 2019 at 2:00 p.m.  
To: Prospective Bidders  
From: Gouveia Engineering, Inc.  
456 Sixth Street  
Gustine, CA 95322

1. This Addendum forms a part of the Bidding Documents and will be incorporated into the Contract Documents, as applicable. All other conditions of the Contract Documents remain unchanged. The following changes, additions, or deletions as set forth herein shall apply to the Contract Documents and shall be made a part thereof and shall be subject to all the requirements thereof as though originally shown and/or specified.
2. The Contract Documents are hereby modified to effect the following changes:
  - a. Replace page 7 of 22 in the "Required Federal-Aid Contract Language" of the Contract Documents with the attached page 7.
3. Bids shall be submitted in accordance with this Addendum. All Bidders MUST acknowledge receipt of this Addendum by signing and returning this Addendum with your Bid.

Gouveia Engineering, Inc.



By: Mario B. Gouveia, PE

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

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

elsewhere in the contract.

4. The term "significant change" shall be construed to apply only to the following circumstances:
  - When the character of the work as altered differs materially in kind or nature from that involved or included in the original proposed construction; or
  - When a major item of work, as defined elsewhere in the contract, is increased in excess of 125 percent or decreased below 75 percent of the original contract quantity. Any allowance for an increase in quantity shall apply only to that portion in excess of 125 percent of original contract item quantity, or in case of a decrease below 75 percent, to the actual amount of work performed.

## 7. BEGINNING OF WORK, TIME OF COMPLETION AND LIQUIDATED DAMAGES

The Contractor shall begin work within 15 calendar days after the issuance of the Notice to Proceed.

This work shall be diligently prosecuted to completion before the expiration of THIRTY (30) WORKING DAYS beginning on the fifteenth calendar day after the date shown on the Notice to Proceed.

The Contractor shall pay to the City of Los Banos the sum of \$ 800.00 per day, for each and every calendar days' delay in finishing the work in excess of the number of working days prescribed above.

## 8. BUY AMERICA

**Furnish steel and iron materials to be incorporated into the work with certificates of compliance and certified mill test reports. Mill test reports must indicate where the steel and iron were melted and manufactured. Steel and iron materials must be produced in the U.S. except:**

1. Foreign pig iron and processed, pelletized, and reduced iron ore may be used in the domestic production of the steel and iron materials [60 Fed Reg 15478 (03/24/1995)];
2. If the total combined cost of the materials does not exceed the greater of 0.1 percent of the total bid or \$2,500, materials produced outside the U.S. may be used.

Production includes:

1. Processing steel and iron materials, including smelting or other processes that alter the physical form or shape (such as rolling, extruding, machining, bending, grinding, and drilling) or chemical composition;
2. Coating application, including epoxy coating, galvanizing, and painting, that protects or enhances the value of steel and iron materials.

## 9. QUALITY ASSURANCE

The Agency uses a Quality Assurance Program (QAP) to ensure a material is produced to comply with the Contract. You may examine the records and reports of tests the Agency performs if they are available at the job site.

Schedule work to allow time for QAP.

## 10. PROMPT PAYMENT OF FUNDS WITHHELD TO SUBCONTRACTORS

The agency may hold retainage from the prime contractor and shall make prompt and regular incremental acceptances of portions, as determined by the agency, of the contract work, and pay retainage to the prime contractor based on these acceptances. The prime contractor, or subcontractor, shall return all monies withheld in retention from a subcontractor within seven (7) days after receiving payment for work satisfactorily completed and accepted including incremental acceptances of portions of the contract work by the agency, unless as agreed to in writing by the prime contractor and subcontractor, pursuant to Section 7108.5 of the Business and Professions Code. Any violation of this provision shall subject the violating prime contractor or subcontractor to the penalties, sanctions and other remedies specified in Section this code. These