

# **NOTICE TO CONTRACTORS**

**Contra Costa Transportation Authority**

**State Route 4 Widening  
Loveridge Road Overcrossing Pumping Plant**

**CCTA Contract No. 220**

## **SPECIAL PROVISIONS**

Sealed proposals (bids) for the work shown on the plans entitled:

**PROJECT PLANS FOR CONSTRUCTION ON  
STATE HIGHWAY 4  
IN  
CONTRA COSTA COUNTY  
IN PITTSBURG  
AT LOVERIDGE ROAD OVERCROSSING**

and described in the Special Provisions dated May 29, 2007

will be received at Conference Room of the Contra Costa Transportation Authority (“Authority”) located at 3478 Buskirk Avenue, Suite 100, Pleasant Hill, CA 94523 until:

**2:00 PM on June 21, 2007**

after which time said bids will be publicly opened and read.

Proposal forms for this work are included in a separate book entitled: “Proposal and Contract Booklet.”

Any bid received after the time and date listed above will be returned unopened. Bids are required for the entire work described in accordance with the provision of the contract documents on the proposal forms furnished therein, and in accordance with the following contract documents (including any published revisions, updates, or errata): Caltrans Standard Specifications dated July 1999; Caltrans Standard Plans dated July 2004; plans entitled “Project Plans for Construction on State Highway in Contra Costa County, in Pittsburg, at Loveridge Road Overcrossing,” the Labor Surcharge and Equipment Rental Rates in effect on the date the work is accomplished; and the special provisions. For further information about the contract documents, including the specific documents and precedence applicable to the various parts of the Work, see Sections 1-1.01 and 1-1.02 of these special provisions.

Proposals shall be submitted under sealed cover plainly marked as a proposal and identifying the above named project and project number, the date and time for receipt of sealed bids as stated above and in any addenda thereto, and the name of the bidder. Proposals which are not properly marked may be disregarded.

**1. DESCRIPTION OF WORK:** The work to be done includes construction of a new pumping Plant and abandoning of the existing pumping plant at State Route 4/Loveridge Road Interchange

**2. ENGINEER'S COST ESTIMATE:** The design engineer's opinion of probable construction cost for this project is approximately **\$3,407,000**.

**3. COMPLETION OF WORK:** The bidder is referred to the section entitled "Time of Completion" of these special provisions, which sets forth the number of working-days for completion of all work. Liquidated damages will be assessed for each day of delay in completion of work, in accordance with the provisions of the section entitled "Liquidated Damages" of these special provisions.

**4. CONTRACTOR LICENSE REQUIRED:** The successful bidder, before contract award, must possess a current Class A Contractor license issued by the Contractors State License Board of the State of California. Failure of the bidder to obtain the required license before award of the contract shall constitute a failure to execute the contract and shall result in the forfeiture of the security of the bidder.

**5. PRE-PROPOSAL (PRE-BID) CONFERENCE:** A pre-proposal conference will be held for this project at 2:00 PM on June 7, 2007 in Conference Room at the office of the Contra Costa Transportation Authority located at 3478 Buskirk Avenue, Suite 100, Pleasant Hill, CA 94523.

**6. PROPOSAL (BID) INQUIRIES AND OTHER COMMUNICATIONS:** Any communications relative to this project, including those seeking clarification of the proposal documents (bid inquiries), must be submitted in writing and should be directed to:

Contra Costa Transportation Authority  
c/o PB Americas, Inc.  
3260 Lone Tree Way, Suite 104  
Antioch, CA 94509  
Phone: (925) 756-2382  
Fax: (925) 756-2385  
ATTN: Bart Littell

Bid inquiries must be received by the Authority no later than 4:00 PM on the fifth (5<sup>th</sup>) working-day preceding the date stated above for final receipt of proposals.

Communications may be submitted by personal delivery, by mail (return receipt requested), or by any other method that provides reliable evidence of the date of receipt. Communications submitted by facsimile shall be deemed received at the date and time acknowledged in a return receipt dispatched by the Authority by return facsimile. Communications submitted by personal delivery shall be deemed received at the date and time of delivery. The Authority is under no obligation to consider any communication that is not submitted as provided herein.

**7. CONTRACT DOCUMENTS:** Special Provisions, proposal forms, plans, and other contract documents except Standard Specifications and Standard Plans may be examined during normal business hours at the offices of PB Americas, Inc., 3260 Lone Tree Way, Suite 104, Antioch, California 94509, (925) 756-2382. Such documents, which include 11" x 17" plan sets, may be purchased through PB Americas, Inc. at the above address by check or money order payable to "Contra Costa Transportation Authority" in the amount of \$150 per set. Delivery of plan sets may be arranged through PB Americas, Inc.. Full-size plan sets, Materials Information including Environmental Impact Report, Foundation Report for the Loveridge Road Overcrossing Pumping Plant (Replace), Bridge Number 28-0394W and existing pump station record drawings may be purchased directly from Graphic Reproduction, 1381 Franquette Avenue, Bldg. B, Concord, CA 94520, phone (925) 674-0900, fax (925) 674-0993, Attention: Noel.

**8. MATERIALS INFORMATION:** The bidder is referred to the section entitled "Examination of Plans, Specification, Contract and Site of Work" of these special provisions.

**9. QUANTITY OF WORK:** The quantities shown in the proposal forms are approximate only and given as a basis for the comparison of bids. The Authority does not expressly or by implication assert that the actual amount of work will correspond herewith and reserves the right to increase or decrease the amount of any portion of the work or to omit portions of the work as may be deemed necessary.

**10. BID SECURITY:** All bids shall be accompanied by cash or a certified or cashier's check payable to the order of the "Contra Costa Transportation Authority" amounting to ten percent (10%) of the bid or a bond in said amount in the form provided in the "Proposal and Contract" booklet. Said amount or the proceeds of said bond shall be forfeited to the Authority if the bidder depositing same does not, within ten (10) working-days after receiving the contract for signature, sign and return the contract to the Authority and furnish the other items required under the section entitled "Execution of Contract" of these special provisions.

**11. BONDS:** The bidder is referred to the section entitled "Contract Bonds" of these special provisions.

**12. WAGE RATES:** The bidder is referred to Section 7-1.01A, "Labor Code Requirements," of the Standard Specifications and section 5.3 of these special provisions

**13. CONFIRMATION OF SUBCONTRACTS:** The bidder is referred to the section entitled "Proposed Subcontractors" of these special provisions.

**14. ADDENDA:** The Authority may amend the contract by issuing addenda prior to the date and time stated above (as amended by addenda, if any) for final receipt of bids.

Addenda, if any are issued, will be sent to each bidder on the Registered Plan Holder List maintained by the Authority. **It is the bidders' responsibility to ensure they are on the Registered Plan Holder List** by contacting the offices of PB Americas, Inc., 3260 Lone Tree Way, Suite 104, Antioch, California 94509, (925) 756-2382.

**15. PROTEST REGARDING THIS SOLICITATION:** A bidder may protest the terms of this solicitation on the grounds that (a) a material provision contained herein is ambiguous, (b) any aspect of the procurement process described herein is contrary to express legal requirements applicable to this procurement, or (c) this solicitation in whole or in part exceeds the authority of the Authority. Protests regarding this solicitation shall be filed only after the bidder has informally discussed the nature and basis of the protest with Authority in an effort to remove the grounds for protest. Protests regarding this solicitation shall completely and succinctly state the grounds for protest and shall include all factual and legal documentation in sufficient detail to establish the merits of the protest. Protests regarding this solicitation shall be filed as soon as the basis for protest is known to the bidder, but in no event later than ten working-days before the deadline for final receipt of bids. No hearing will be held on the protest, but it shall be decided, on the basis of the written submissions, by the Contra Costa Transportation Authority Executive Director, whose decision shall be final and conclusive. The Program Manager may, but need not, request other bidders to submit statements or arguments regarding the protest and may, in his/her sole and absolute discretion, discuss the protest with the protestant. A decision regarding any protest shall be in writing and, if necessary, appropriate revisions to this solicitation shall be made by issuing addenda. The failure of a bidder to raise a ground for a protest regarding this solicitation shall preclude consideration of that ground in any protest of a selection unless such ground was not and could not have been known to the bidder in time to protest prior to the final date for such protests. The written decision shall be made available to all bidders. Authority may extend the deadline for final receipt of bids, if necessary, to address any such protest issues.

**16. AWARD OF CONTRACT:** The award of the contract, if it is to be awarded, will be to the lowest responsible bidder whose proposal complies with all the requirements prescribed. Such award, if made, will be made within the time period after the opening of the proposals specified in the section entitled "Award of Contract" of these special provisions. The award of the contract will be subject to the availability of funds. The Authority reserves the right, in its sole discretion, to investigate the qualifications of any bidder, require confirmation of information furnished by a Bidder, require additional

evidence of qualifications, cancel this procurement, reject any or all bids and waive any irregularities in the bidding.

**BY THE ORDER OF THE CONTRA COSTA TRANSPORTATION AUTHORITY:**

Robert K. McCleary  
 Executive Director  
 May 29, 2007

**ENGINEER'S ESTIMATE  
 (Not To Be Used For Bidding Purposes)**

Item No.	F-S M-P	Item *	Unit of Measure	Estimated Quantity	Item Price**	Project Total
1		Progress Schedule (Critical Path Method)	LS	1		
2		Temporary Fence (Type CL-1.8)	M	197		
3		3.7 m Temporary Chain Link Gate	EA	1		
4		Construction Site Management	LS	1		
5		Prepare Storm Water Pollution Prevention Plan	LS	1		
6		Dewatering and Non-Storm water Discharge Control	LS	1		
7		Temporary Silt Fence	M	70		
8		Temporary Concrete Washout Facility	EA	2		
9		Temporary Construction Entrance	EA	2		
10		Temporary Cover	M2	200		
11		Temporary Drainage Inlet Protection	EA	5		
12	(S)	Construction Area Signs	LS	1		
13	(S)	Traffic Control System	LS	1		

Item No.	F-S M-P	Item *	Unit of Measure	Estimated Quantity	Item Price**	Project Total
14	(S)	Temporary Traffic Stripe (Paint)	M	436		
15	(S)	Channelizer (Surface Mounted)	EA	22		
16	(S)	Temporary Pavement Marker	EA	36		
17	(S)	Portable Changeable Message Sign	LS	1		
18	(S)	Temporary Railing (Type K)	M	153		
19	(S)	Temporary Crash Cushion Module	EA	25		
20		Abandon Pump Station	LS	1		
21		Cleanout Drainage Facility	EA	2		
22		Remove Chain Link Fence	M	97		
23		Remove Thermoplastic Traffic Stripe (Yellow)	M	33		
24		Remove Thermoplastic Traffic Stripe (White)	M	403		
25		Remove Pavement Marker	EA	38		
26		Remove Culvert	EA	1		
27		Relocate Roadside Sign - One Post	EA	1		
28		Relocate Roadside Sign - Two Post	EA	1		
29		Modify Inlet	EA	1		
30		Remove Concrete	M3	5		
31	(S)	Clearing and Grubbing	LS	1		
32		Develop Water Supply	LS	1		

Item No.	F-S M-P	Item *	Unit of Measure	Estimated Quantity	Item Price**	Project Total
33		Roadway Excavation	M3	2790		
34		Lead Compliance Plan	LS	1		
35	(F)	Structure Excavation (Pumping Plant)	M3	4750		
36	(F)	Structure Backfill (Pumping Plant)	M3	1060		
37		Ditch Excavation	M3	21		
38	(S)	Erosion Control (Netting)	M2	1350		
39	(S)	Straw (Erosion Control)	TONNE	2		
40	(S)	Fiber (Erosion Control)	KG	352		
41	(S)	Fiber Rolls	M	455		
42	(S)	Drainage Inlet Protection	EA	3		
43	(S)	Compost (Erosion Control)	M3	4		
44	(S)	Pure Live Seed (Erosion Control)	KG	32		
45	(S)	Stabilizing Emulsion (Erosion Control)	KG	77		
46		Class 3 Aggregate Base	M3	49		
47		Asphalt Concrete (Type A)	TONNE	135		
48		Place Asphalt Concrete (Miscellaneous Area)	M2	241		
49		Place Asphalt Concrete Dike (Type E)	M	10		
50	(F)	Structure Concrete (Pumping Plant)	M3	742		
51		Minor Concrete (Minor Structure)	M3	21		

Item No.	F-S M-P	Item *	Unit of Measure	Estimated Quantity	Item Price**	Project Total
52	(P-S-F)	Bar Reinforcing Steel (Pumping Plant)	KG	81500		
53		450 mm Alternative Pipe Culvert	M	2		
54		600 mm Alternative Pipe Culvert	M	61		
55		900 mm Reinforced Concrete Pipe	M	3		
56		600 mm Welded Steel Pipe (6.35 mm thick)	M	89		
57		Jacked 600 mm Welded Steel Pipe (6.35 mm thick)	M	46		
58		Rock Slope Protection (Backing No.2, Method B)	M3	5.5		
59		Rock Slope Protection Fabric	M2	19		
60		Minor Concrete (Miscellaneous Construction)	M3	14		
61		Drainage Pumping Equipment	LS	1		
62		Pumping Plant Electrical Equipment	LS	1		
63		Miscellaneous Iron and Steel	KG	890		
64	(P-S-F)	Pumping Plant Metal Work	KG	9180		
65	(P-S-F)	Chain Link Fence (Type CL-1.8, Vinyl Clad)	M	214		
66	(S)	1.2 m Chain Link Gate (Type CL-1.8, Vinyl Clad)	EA	1		
67	(S)	2.4 m Chain Link Gate (Type CL-1.8, Vinyl Clad)	EA	2		
68	(S)	100 mm Thermoplastic Traffic Stripe	M	260		
69	(S)	200 mm Thermoplastic Traffic Stripe	M	112		
70	(S)	Pavement Marker (Non-Reflective)	EA	54		

Item No.	F-S M-P	Item *	Unit of Measure	Estimated Quantity	Item Price**	Project Total
71	(S)	Pavement Marker (Retroreflective)	EA	37		
72		Mobilization	LS	1		

(F = final pay item, S = specialty item, P= items eligible for partial payment)

\* All items are based on an "in-place" condition.

\*\* Including all applicable taxes.