

DIABLO COMMUNITY SERVICES DISTRICT
Creek Bank Stabilization - 2121 Alameda Diablo Project

ADDENDUM NO. 1

August 11, 2026

Adjustment of Contract Time. The Diablo Community Services District ("District") has adjusted the project schedule and Contract Time since the issuance of the Notice Inviting Bids for the above-referenced project ("Project"). The Contract Time will now commence on September 10, 2026, and the Project will be completed within 30 calendar days. Attached here as **Attachment 1** to this Addendum No. 1 is a revised Notice Inviting Bids, that reflects this Contract Time. The remainder of the Contract Documents also reflect the revised Contract Time.

Unless otherwise stated herein, all other provisions of the Contract Documents remain unchanged.

Attachment 1
Revised Notice Inviting Bids

[Begins on Following Page]

00 11 16 – NOTICE INVITING BIDS

NOTICE IS HEREBY GIVEN that the Diablo Community Services District (“District”) invites and will receive sealed Bids up to but not later than **5:00 p.m. on Tuesday, August 25, 2026** emailed to the District General Manager at generalmanager@diablocsd.org, for the furnishing to District of all labor, equipment, materials, tools, services, transportation, permits, utilities, and all other items necessary for the *Creek Bank Stabilization - 2121 Alameda Diablo Project* (the “Project”). At said time, Bids will be publicly opened and read aloud at 1700 Club House Road in Diablo. Bids received after said time shall be returned unopened. Bids shall be valid for a period of 90 calendar days after the Bid opening date.

The Project is the further stabilization of an emergency creek bank repair in January 2023. The permanent embankment repair consists of stabilizing the existing riprap with shotcrete connected to soil nails anchored in native material behind the riprap. The work must begin on September 10, 2026, and be completed within 30 calendar days.

This Project is funded in whole or in part by federal grant funds from the Federal Emergency Management Administration. Bidders shall review the federal funding provisions in the Contract Documents and ensure that the Work complies with those provisions, in addition to any other applicable state or federal law.

Bids must be submitted on the District’s Bid Forms. Bidders may obtain a copy of the Contract Documents from the home page of the District’s website at diablocsd.org. To the extent required by section 20103.7 of the Public Contract Code, upon request from a contractor plan room service, the District shall provide an electronic copy of the Contract Documents at no charge to the contractor plan room.

It is the responsibility of each prospective bidder to download and print all Bid Documents for review and to verify the completeness of Bid Documents before submitting a bid. Any Addenda will be posted on the home page of the District’s website at diablocsd.org. It is the responsibility of each prospective bidder to check diablocsd.org on a daily basis through the close of bids for any applicable addenda or updates. The District does not assume any liability or responsibility based on any defective or incomplete copying, excerpting, scanning, faxing, downloading or printing of the Bid Documents. Information on diablocsd.org may change without notice to prospective bidders. The Contract Documents shall supersede any information posted or transmitted by diablocsd.org

Each Bid shall be accompanied by cash, a certified or cashier’s check, or a Bid Bond secured from a surety company satisfactory to the District, the amount of which shall not be less than ten percent (10%) of the submitted Total Bid Price, made payable to Diablo Community Services District as bid security. The bid security shall be provided as a guarantee that within ten (10) working days after the District provides the successful bidder the Notice of Award, the successful Bidder will enter into a contract and provide the necessary bonds and certificates of insurance. The bid security will be declared forfeited if the successful Bidder fails to comply within said time. No interest will be paid on funds deposited with District.

The successful Bidder will be required to furnish a Faithful Performance Bond and a Labor and Material Payment Bond each in an amount equal to one hundred percent (100%) of the Contract Price. Each bond shall be in the forms set forth herein, shall be secured from a surety company that meets all State of California bonding requirements, as defined in California Code of Civil Procedure Section 995.120, and that is a California admitted surety insurer.

Pursuant to Section 22300 of the Public Contract Code of the State of California, the successful Bidder may substitute certain securities for funds withheld by District to ensure its performance under the contract.

Pursuant to Labor Code Section 1773, District has obtained the prevailing rate of per diem wages and the prevailing wage rate for holiday and overtime work applicable in Riverside County from the Director of the Department of Industrial Relations for each craft, classification, or type of worker needed to execute this contract. A copy of these prevailing wage rates may be obtained via the internet at: www.dir.ca.gov/dlsr/

In addition, a copy of the prevailing rate of per diem wages is available by contacting the District's General Manager (generalmanager@diablocsd.org) and shall be made available to interested parties upon request. The successful bidder shall post a copy of the prevailing wage rates at each job site. It shall be mandatory upon the Bidder to whom the Contract is awarded, and upon any subcontractors, to comply with all Labor Code provisions, which include but are not limited to the payment of not less than the said specified prevailing wage rates to all workers employed by them in the execution of the Contract, employment of apprentices, hours of labor and debarment of contractors and subcontractors.

Pursuant to Labor Code sections 1725.5 and 1771.1, all contractors and subcontractors that wish to bid on, be listed in a bid proposal, or enter into a contract to perform public work must be registered with the Department of Industrial Relations. No Bid will be accepted nor any contract entered into without proof of the contractor's and subcontractors' current registration with the Department of Industrial Relations to perform public work. If awarded a contract, the Bidder and its subcontractors, of any tier, shall maintain active registration with the Department of Industrial Relations for the duration of the Project. Notwithstanding the foregoing, the contractor registration requirements mandated by Labor Code Sections 1725.5 and 1771.1 shall not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Sections 1725.5 and 1771.1.

This Project is subject to compliance monitoring and enforcement by the Department of Industrial Relations. In bidding on this Project, it shall be the Bidder's sole responsibility to evaluate and include the cost of complying with all labor compliance requirements under this contract and applicable law in its Bid.

The California Air Resources Board ("CARB") implemented amendments to the In-Use Off-Road Diesel-Fueled Fleets Regulations ("Regulation") which are effective on January 1, 2024, and apply broadly to all self-propelled off road diesel vehicles 25 horsepower or greater and other forms of equipment used in California. A copy of the Regulation is available at <https://ww2.arb.ca.gov/sites/default/files/barcu/regact/2022/off-roaddiesel/appa-1.pdf>. Bidders are required to comply with all CARB and Regulation requirements, including, without limitation, all applicable sections of the Regulation, as codified in Title 13 of the California Code of Regulations section 2449 *et seq.* throughout the term of the Project. Bidders must provide, with their Bid, copies of Bidder's and all listed subcontractors the most recent, valid Certificate of Reported Compliance ("CRC") issued by CARB. Failure to provide valid CRCs as required herein may render the Bid non-responsive.

Unless otherwise provided in the Instructions for Bidders, each Bidder shall be a licensed contractor pursuant to sections 7000 *et seq.* of the Business and Professions Code in the following

classification(s) throughout the time it submits its Bid and for the duration of the contract: *License A*.

Substitution requests shall be made within 10 calendar days after the award of the contract. Pursuant to Public Contract Code Section 3400(b), the District may make findings designating that certain additional materials, methods or services by specific brand or trade name other than those listed in the Standard Specifications be used for the Project. Such findings, if any, as well as the materials, methods or services and their specific brand or trade names that must be used for the Project may be found in the Special Conditions.

District shall award the contract for the Project to the lowest responsive, responsible Bidder as determined by the District from the base bid alone. District reserves the right to reject any or all bids or to waive any irregularities or informalities in any bids or in the bidding process.

For further information, contact Kathy Torru, District General Manager, at generalmanager@diablocsd.org or 925-683-4956.

END OF NOTICE INVITING BIDS