

THE CITY OF
POMONA

Public Works Department



March 16, 2017

TO: All Bidders

RE: **KENNEDY PARK – FIELD IMPROVEMENTS, PROJECT NO. 428-2590-XXXXX-71027; MLK PARK – GAZEBO, PROJECT NO. 428-2590-XXXXX-71028; GARFIELD PARK – ADA RAMPS, PROJECT NO. 428-2590-XXXXX-71032; PHILLIPS RANCH PARK – DOG PARK, PROJECT NO. 428-2590-XXXXX-71033; GANESHA PARK – TREE GROVE, PROJECT NO. 428-2590-XXXXX-71034; ANGELA/CHANSLOR-NEW POCKET PARK, PROJECT NO. 428-2590-XXXXX-71029**

The attached Addendum No. 3 (3 Pages + Attachments) revises the Contract Documents:

KENNEDY PARK – FIELD IMPROVEMENTS, PROJECT NO. 428-2590-XXXXX-71027; MLK PARK – GAZEBO, PROJECT NO. 428-2590-XXXXX-71028; GARFIELD PARK – ADA RAMPS, PROJECT NO. 428-2590-XXXXX-71032; PHILLIPS RANCH PARK – DOG PARK, PROJECT NO. 428-2590-XXXXX-71033; GANESHA PARK – TREE GROVE, PROJECT NO. 428-2590-XXXXX-71034; ANGELA/CHANSLOR-NEW POCKET PARK, PROJECT NO. 428-2590-XXXXX-71029

Please incorporate the revision in your bid document and acknowledgment receipt of the Addendum No. 3 of the Proposal. Failure to acknowledge receipt of the Addendum may result in rejection of your bid.

Sincerely,



Matt Pilarz, P.E.
Senior Civil Engineer

Attachment
cc: File

ADDENDUM NO. 3

**CITY OF POMONA
PUBLIC WORKS DEPARTMENT**

KENNEDY PARK – FIELD IMPROVEMENTS, PROJECT NO. 428-2590-XXXXX-71027; MLK PARK – GAZEBO, PROJECT NO. 428-2590-XXXXX-71028; GARFIELD PARK – ADA RAMPS, PROJECT NO. 428-2590-XXXXX-71032; PHILLIPS RANCH PARK – DOG PARK, PROJECT NO. 428-2590-XXXXX-71033; GANESHA PARK – TREE GROVE, PROJECT NO. 428-2590-XXXXX-71034; ANGELA/CHANSLOR-NEW POCKET PARK, PROJECT NO. 428-2590-XXXXX-71029

March 16, 2017

The following change shall be made part of the Contract Document for:

KENNEDY PARK – FIELD IMPROVEMENTS, PROJECT NO. 428-2590-XXXXX-71027; MLK PARK – GAZEBO, PROJECT NO. 428-2590-XXXXX-71028; GARFIELD PARK – ADA RAMPS, PROJECT NO. 428-2590-XXXXX-71032; PHILLIPS RANCH PARK – DOG PARK, PROJECT NO. 428-2590-XXXXX-71033; GANESHA PARK – TREE GROVE, PROJECT NO. 428-2590-XXXXX-71034; ANGELA/CHANSLOR-NEW POCKET PARK, PROJECT NO. 428-2590-XXXXX-71029

The Bidder shall acknowledge the Confirmation of receipt of on Addendum No. 3 for the subject project.

CONTRACT DOCUMENTS AND SPECIFICATIONS:

Please remove the following sheets from the contract documents and insert the attached sheets.

REMOVE:

F-3

INSERT: Corrected sheet:

F-3

*****END ADDENDUM NO. 2*****

CONFIRMATION OF RECEIPT OF ADDENDUM

PROJECT: KENNEDY PARK – FIELD IMPROVEMENTS, PROJECT NO. 428-2590-XXXXX-71027; MLK PARK – GAZEBO, PROJECT NO. 428-2590-XXXXX-71028; GARFIELD PARK – ADA RAMPS, PROJECT NO. 428-2590-XXXXX-71032; PHILLIPS RANCH PARK – DOG PARK, PROJECT NO. 428-2590-XXXXX-71033; GANESHA PARK – TREE GROVE, PROJECT NO. 428-2590-XXXXX-71034; ANGELA/CHANSLOR-NEW POCKET PARK, PROJECT NO. 428-2590-XXXXX-71029

TO: All Bidders

RE: Receipt of Addendum

This is to verify receipt of Addendum No.3, for this project. By signing this document, you acknowledge receipt of addenda.

ALL POTENTIAL BIDDERS, PLAN HOLDERS, POTENTIAL SUB-CONTRACTORS, SUPPLIERS SHALL EXECUTE THIS DOCUMENT AND RETURN IT IMMEDIATELY AS FOLLOWS: E-MAIL TO: DAN_DRAKE@CI.POMONA.CA.US AND VIA FAX TO: (909) 620-3661. City may deem this as an informality.

We appreciate your cooperation and consideration of a bid submittal for this project.

Dan Drake
Engineering Consultant

ACKNOWLEDGMENT

I have read the above request from the City of Pomona and by signing; I hereby acknowledge receipt of Addendum No. 3, for this project.

By: _____

Title: _____

Company: _____

Date received _____

this Project. Such laws, rules and regulations shall include, but not be limited to the following.

Sec. 5.1 Contractors License.

The Contractor shall possess a type “A” California Contractor's license at the time of award of the Contract.

Sec. 5.2 Ineligible Contractor Prohibited.

Any contractor or subcontractor who is ineligible to perform work on a public works project pursuant to Section 1777.1 or 1777.7 of the Labor Code is prohibited from performing work under this Contract. Contractor, and its subcontractors, shall be registered with the California Department of Industrial Relations as a contractor eligible to work on Public Works Projects.

Sec. 5.3 Unfair Business Practices Claims.

The Contractor or subcontractor offers and agrees to assign to the City all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Section 15) or under the Cartwright Act (Chapter 2, (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services or materials pursuant to the public works contract or the subcontract. This assignment shall be made and become effective at the time the City renders final payment to the Contractor without further acknowledgment by the parties. (California Public Contract Code, Section 7103.5).

Sec. 5.4 Trenches, Excavations and Unknown Conditions.

Pursuant to California Public Contract Code Section 7104, in the event the work included in this Contract requires excavations more than four (4) feet in depth, the following shall apply.

(a) Contractor shall promptly, and before the following conditions are disturbed, notify City, in writing, of any: (1) material that Contractor believes may be material that is hazardous waste, as defined in Section 25117 of the Health and Safety Code, that is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law; (2) Subsurface or latent physical conditions at the site different from those indicated; or (3) Unknown physical conditions at the site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the contract.

(b) City shall promptly investigate the conditions, and if it finds that the conditions do materially so differ, or do involve hazardous waste, and cause a decrease or increase in Contractor’s cost of, or the time required for, performance of any part of the work shall issue a change order per Section 3 of the Special Provisions.

(c) That, in the event that a dispute arises between City and Contractor whether the conditions materially differ, or involve hazardous waste, or cause a decrease or increase in Contractor’s cost of, or time required for, performance of any part of the work, Contractor shall not be excused from any scheduled completion date provided for by the contract, but shall proceed with all work to be performed under the contract. Contractor shall retain any and all rights provided either by contract or by law which pertain to the resolution of disputes and protests between the contracting parties.