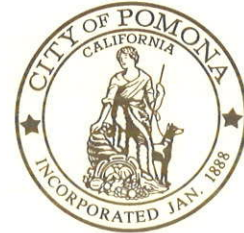


THE CITY OF
POMONA

Public Works Department



April 28, 2015

TO: All Bidders

RE: ADDENDUM NO. 1 FOR Electra Street Vacation (Water Facilities and Security Upgrades, Project No. 595-95069)

Bid Opening: 11:00 am on May 13, 2015 (Wednesday)

The attached Addendum (9 pages) revises the Contract Documents:

“Electra Street Vacation (Water Facilities and Security Upgrades, Project No. 595-95069)”

Please incorporate the revision in your bid document and return the acknowledgment of the Addendum 1 of the Proposal. Failure to acknowledge receipt of this Addendum may result in rejection of your bid.

Sincerely,

A handwritten signature in blue ink, appearing to read "T. Hampton", is written over a horizontal line. The signature is stylized and somewhat illegible.

Timotheus Hampton, PE
Senior Water Resources Engineer

Attachment

cc: File

ADDENDUM NO. 1

**CITY OF POMONA
PUBLIC WORKS DEPARTMENT**

**“ELECTRA STREET VACATION (WATER FACILITIES AND SECURITY UPGRADES,
PROJECT NO. 595-95069)”**

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

**“ELECTRA STREET VACATION (WATER FACILITIES AND SECURITY UPGRADES,
PROJECT NO. 595-95069)”**

The Bidder shall acknowledge the Confirmation of Receipt of Addendum No. 1 for the subject project.

CONTRACT DOCUMENTS AND SPECIFICATIONS:

Pages B-3, C-2 & C-3 and Section 010010 of the contractor documents are revised as attached.

Plan Sheet 2 of 4 of the contractor documents are revised as attached

*****END ADDENDUM NO. 1 *****

AWARD PROCESS: Once all Bids are opened and reviewed to determine the APPARENT lowest responsive and responsible Bidder, the City Council may award the contract. Within 48 hours after Award of Contract by the City Council, the apparent successful Bidder will be sent a written Notice of Award and a **Conditional Notice to Proceed (Conditional NTP)**, to begin preparing the following documents: (1) the Performance Bond; (2) the Payment (Labor and Materials) Bond; (3) the required insurance certificates and endorsements; (4) Shop drawings and submittals, (5) construction schedule; (6) Traffic control plans; (7) Storage yard; and (8) Haul routes. The Bidder will have fifteen (15) calendar days after written notice of the award of the contract to supply the City with all of the required documents and certifications listed above. Upon City Engineer acceptance and approval of the required documents and certifications listed in Conditional NTP, the City may issue a **Full Notice to Proceed** to commence work to the successful Bidder.

The Contractor Shall not mobilized until the Full NTP is been issued by the City

The duration of the **Conditional NTP** period is planned to span one month; however the review, revise and submit cycle is repeated until all the submittal is approved and accepted to the City. The City shall review submissions by the Contractor and return them to the Contractor with approvals or requests for revisions within seven (7) calendar days. The Contractor shall submit revisions requested by the City within seven (7) calendar days of receipt of the request for revision. The Conditional NTP period shall not exceed forty-five (45) calendar days.

FAILURE TO SUCCESSFULLY PREPARE THE REQUIRED SUBMITTALS: Failure to submit the required submittals within the times specified and obtain City approval of submittals which conform to the requirements of the Plans and Specifications will be deemed a material breach of the contract, and may result in termination of the contract and award to the second lowest bidder or rebidding of the contract.

AWARD OF CONTRACT: ~~Contractor bids received will be compared based upon the lowest combined Sum Total of: Project Base Bids and all listed Additive Alternates. The construction contract if awarded will, at the discretion of the City Council, include the project Base Bids, and may include one or more Additive Alternates as funds are available. Submittals not including all bid unit prices for all Additive Alternates will be deemed non-responsive.~~ The Contract, if awarded, will be awarded to the lowest responsible and responsive bidder whose proposal complies with the requirements of these specifications. The award, if made, will be made within **ninety (90) calendar days** after the opening of the proposals, provided that the award may be made after said period if the successful bidder shall not have given the City written notice of the withdrawal of his bid.

~~For Sidewalk Projects, Additive Alternate Bid Item quantities will be determined by availability of funds from the various Citywide Council Districts.~~

EXECUTION OF CONTRACT: The bidder to whom award is made shall execute a written contract with the City on the form agreement provided, and shall secure all insurance and bonds as herein provided within **fifteen (15) calendar days after** written notice of the award of the contract. Failure or refusal to enter into a contract as herein provided, or to conform to any of the stipulated requirements in connection therewith shall be just cause for the annulment of the award and the forfeiture of the proposal guaranty.

If the successful bidder refuses or fails to execute the contract or provide the required submittals, the City may award the contract to the second apparent lowest responsive and responsible bidder. If the

**PROPOSAL
FOR**

**Electra Street Vacation
(Water Facilities and Security Upgrades, Project No. 595-95069)**

In compliance with the annexed "Notice Inviting Sealed Bids", the undersigned hereby proposes and agrees to perform all the work and improvements therein described, and to furnish all labor and materials, equipment and incident insurance necessary therefore in accordance with the specifications therefore, known as **Electra Street Vacation (Water Facilities and Security Upgrades, Project No. 595-95069)**, which are on file in the office of the City Engineer of the City of Pomona. The undersigned agrees to perform the work and improvements therein mentioned to the satisfaction of and under the supervision of the City Engineer of the City of Pomona, duly appointed for said work in the matter of the construction and installation of **Electra Street Vacation (Water Facilities and Security Upgrades, Project No. 595-95069)**, as designated on the specifications known as **Electra Street Vacation (Water Facilities and Security Upgrades, Project No. 595-95069)**, on file in the office of the City Engineer of the City of Pomona, and further agrees to enter into a contract therefore in the time, form and manner provided by law at the following prices.

Each line item bid shall contain all costs and expenses for the work described in the same numbered bid item in the Technical Provisions of the Contract Documents.

AWARD OF CONTRACT: The Contract, if awarded, will be awarded to the lowest responsible and responsive bidder whose proposal complies with the requirements of these specifications. The award, if made, will be made within **ninety (90) calendar days** after the opening of the proposals, provided that the award may be made after said period if the successful bidder shall not have given the City written notice of the withdrawal of his bid.

BID

BID – Electra Street Vacation (Water Facilities and Security Upgrades, Project No. 595-95069)

ITEM	DESCRIPTION	QUANTITY	UNIT PRICE	TOTAL PRICE
1	MOBILIZATION, DEMOBILIZATION, AND PERMITS	1	LS	\$ _____
2	TRENCHING & EXCAVATION SAFETY MEASURES	1	LS	\$ _____
3	CONSTRUCT 8' WIDE PARKWAY CULVERT WITH STEEL LID	1	LS	\$ _____
4	SAWCUT AND REMOVE EXISTING ASPHALT CONCRETE PAVEMENT CONCRETE CURB, GUTTER, AND OTHER MISCELLANEOUS PAVEMENT	1	LS	\$ _____

5	CONSTRUCT FULL DEPTH AC PAVEMENT	1	LS	_____	\$ _____
6	CONSTRUCT TYPE "B" CURB AND GUTTER	1	LS	_____	\$ _____
7	REMOVE EXISTING V-GUTTER CONSTRUCT CROSS-GUTTER	1	LS	_____	\$ _____
8	ADJUST TO GRADE EXISTING VALVES, FRAMES, COVERS OR	1	LS	_____	\$ _____
9	FURNISH AND INSTALL PRIVATE IRON FENCE	1	LS	_____	\$ _____
10	FIRE HYDRANT ASSEMBLY	1	LS	_____	\$ _____
11	ABANDON FIRE ASSEMBLY	1	LS	_____	\$ _____
12	TRAFFIC CONTROL	1	LS	_____	\$ _____

TOTAL BID AMOUNT:	\$ _____
TOTAL BID AMOUNT IN WORDS:	

SECTION 01010 – SUMMARY OF WORK

PART 1 – GENERAL

1.1 WORK OF THIS CONTRACT

The work to be performed under this Contract shall consist of furnishing all tools, equipment, materials, and furnishing all labor, transportation services, fuel, power, water, and communications, and performing all work and related operations required for the fulfillment of the Contract in strict accordance with the Contract Documents. The work shall be complete and all work, materials, and services not expressly specified or shown in the Contract Documents which may be necessary for the complete and proper installation, construction or operation of the work shall be provided by the CONTRACTOR as though originally so indicated at no increase in cost to the CITY.

1.2 PROJECT DESCRIPTION

This project provides for the replacement of removal and replacement of street improvements, construction of security fencing and installation of a new fire hydrant and related appurtenances and all work incidental thereto. Refer to the bid schedule and bid item descriptions for additional work descriptions.

1.3 BID ITEM DESCRIPTIONS

In addition to the bid items described in the Standard Specifications, the following bid item descriptions shall apply to the Bid Schedules.

1.3.1 MOBILIZATION, DEMOBILIZATION, AND PERMITS (LUMP SUM)

Payment for mobilization, demobilization, and permits shall be made at the contract lump sum price, complete and in accordance with the Contract Documents, and as directed by the CITY. The Contract Price shall include, but is not limited to the following principal items: obtaining and complying with all permits and insurance; mobilizing labor force, equipment and construction facilities; providing field offices and storage yard; securing construction water supply; providing all temporary construction fencing and safety barriers; providing on-site sanitary facilities; providing project signs; preparing and submitting plans by a licensed Engineer and obtaining State Division of Industrial Safety permit; obtaining groundwater discharge permit; posting OSHA requirements and establishing safety programs; cleanup and site restoration; preparing the Submittals prior to the pre-construction scheduling conference; preconstruction videotape and photographs; project record documents, furnishing and installing construction project information sign, including removal and disposal upon project completion and performing all work and incidentals for the mobilization, demobilization, and permitting for construction of the project as described in the Contract Documents. The amount for this bid item shall be limited to 4 percent of the total contract amount.

1.3.2 TRENCHING & EXCAVATION SAFETY MEASURES (LUMP SUM)

Payment for the installation and maintenance of all shoring, sheeting, bracing, and sloping as necessary to maintain safe excavations in strict accordance with applicable law, including local ordinances, applicable OSHA, CalOSHA, California Civil Code, California Department of Industrial Safety requirements, and City of Pomona safety policies and procedures. The lump sum price shall include full compensation for furnishing labor, materials, tools and

SECTION 01010 – SUMMARY OF WORK

incidentals, and for performing all work involved in design and installation of sheeting, shoring, and bracing during trenching of the replacement waterlines, complete as specified herein, including but not limited to, preparation of sheeting and shoring design calculations, and conformance to all applicable law listed in these specifications.

1.3.3 CONSTRUCT 8' WIDE PARKWAY CULVERT WITH STEEL LID (LUMP SUM)

This item shall be paid for at the contract lump sum price and shall include furnishing all labor, equipment, tools and materials necessary for the construction the 8' wide parkway culvert with steel lid as shown on the contract documents. No further compensation will be allowed therefore.

1.3.4 SAWCUT AND REMOVE EXISTING ASPHALT CONCRETE PAVEMENT CONCRETE CURB, GUTTER, AND OTHER MISCELLANEOUS PAVEMENT (LUMP SUM)

This item shall be paid for at the contract lump sum price and shall include furnishing all labor, equipment, tools and materials necessary for the saw cutting and removal of existing asphalt concrete pavement, concrete curb, gutter and other miscellaneous pavement as shown on the contract documents. The price of this item shall include milling the pavement to be removed, the disposal and hauling of material removed, cleaning cracks and preparing cracks for overlay as described herein, removal of fabric/rubberized asphalt/petromat if it exists in the field, all debris, traffic control as described herein, scarification and re-compaction of exposed base/sub grade in areas where entire pavement section is removed, removal of unsuitable subgrade material as directed by the Engineer, native-material, and grindings from cold milling on the job site, and incidentals for doing the work involved in cold milling asphalt concrete surfaces as defined in Section 302-1. No further compensation will be allowed therefore. Payment for this Bid Items shall be considered to include excavation and disposal of unneeded materials and no additional compensation will be provided therefore.

1.3.5 CONSTRUCT FULL DEPTH (6-inches) AC PAVEMENT (LUMP SUM)

This item shall be paid for at the contract lump sum price and shall include furnishing all labor, equipment, tools and materials necessary for the construction of full depth AC pavement as shown on the contract documents. No further compensation will be allowed therefore.

1.3.6 CONSTRUCT TYPE "B" CURB AND GUTTER (LUMP SUM)

This item shall be paid for at the contract lump sum price and shall include furnishing all labor, equipment, tools and materials necessary for the construction of 6-inch Type "B" curb and 2-foot gutter as shown on the contract documents. No further compensation will be allowed therefore.

1.3.7 REMOVE EXISTING V-GUTTER CONSTRUCT CROSS-GUTTER (LUMP SUM)

This item shall be paid for at the contract lump sum price and shall include furnishing all labor, equipment, tools and materials necessary for the removal of existing asphalt concrete

SUMMARY OF WORK

SECTION 01010 – SUMMARY OF WORK

pavement, concrete curb, gutter and other miscellaneous pavement as shown on the contract documents. No further compensation will be allowed therefore. Payment for this Bid Items shall be considered to include excavation and disposal of unneeded materials and no additional compensation will be provided therefore.

1.3.8 ADJUST TO GRADE EXISTING VALVES, FRAMES, COVERS OR MANHOLES (LUMP SUM)

This item shall be paid for at the contract lump sum price and shall include furnishing all labor, equipment, tools and materials necessary for the adjusting to grade existing valves, frames, cover or manholes as shown on the contract documents. Payment for this Bid Items shall be considered to include excavation and disposal of unneeded materials and no additional compensation will be provided therefore. No further compensation will be allowed therefore.

1.3.9 FURNISH AND INSTALL PRIVATE IRON FENCE (LUMP SUM)

This item shall be paid for at the contract lump sum price and shall include furnishing all labor, equipment, tools and materials necessary to furnish and install private iron fence as shown on the contract documents. No further compensation will be allowed therefore.

1.3.10 FIRE HYDRANT ASSEMBLY (UNIT PRICE)

Payment for fire hydrant assembly specified in the Contract Documents and on the bid schedule will be paid for at the contract unit price for each assembly, complete in place, in accordance with Pomona Water Standard No. 2 and the Contract Documents. The contract price for work under this item shall include, but not be limited to, procurement, delivery, installation, and testing; potholing of existing utilities which cross hydrant lateral piping; hydrants; positive break-off spools; piping; isolation valves; thrust blocks and/or restraint fittings; polyethylene encasement; valve stem extensions; valve cans, boxes and covers; fittings; painting and coating; 6-inch tee connection to existing 6-inch Asbestos Cement Pipe (ACP), removal and disposal of ACP, pipeline disinfection and miscellaneous hardware. The contract price for each assembly shall include all costs for pavement removal, excavation, backfill, compaction, site restoration, and pavement restoration in accordance with CITY Standard A - 26 - 02 along the lateral piping regardless of length.

1.3.11 ABANDON FIRE HYDRANT (LUMP SUM)

Payment for the abandonment of the fire hydrant assembly specified in the Contract Documents and on the bid schedule will be paid for at the contract lump sum price in accordance with the Contract Documents. The contract price shall include all costs for pavement removal, excavation, backfill, compaction, site restoration, and pavement restoration in accordance with CITY Standard A - 26 - 02 along the lateral piping regardless of length.

SECTION 01010 – SUMMARY OF WORK

~~1.3.11~~1.3.12 TRAFFIC CONTROL (LUMP SUM)

Payment for traffic control will be paid for at the contract lump sum price, complete in place, for all traffic control devices and operations required for pipeline construction. The contract price shall include, but not be limited to, furnishing all labor, material, tools, equipment, and incidentals to perform traffic control in accordance with the traffic control plans included in the Contract Documents and permit requirements of jurisdictional agencies and to the satisfaction of the CITY. Traffic control beyond the limits of the work zones shown on the project-specific traffic control plans included in the Contract Documents will be paid for in a separate bid item.

END OF SECTION

PLEASE FILL OUT ACKNOWLEDGMENT AND RETURN THE RECEIPT EITHER BY
FAX TO 909-620-2222 OR EMAIL TO TIM_HAMPTON@CI.POMONA.CA.US

CONFIRMATION OF RECEIPT OF ADDENDUM

PROJECT: ELECTRA STREET VACATION (WATER FACILITIES AND SECURITY
UPGRADES, PROJECT NO. 595-95069)

TO: All Bidders

RE: Receipt of Addendum

This is to verify receipt of Addendum No. 1, for "Electra Street Vacation (Water
Facilities and Security Upgrades, Project No. 595-95069)" project. By signing this
document, you acknowledge receipt of addenda.

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

Timotheus Hampton, P.E.
Senior Water Resources Engineer

RETURN TO Tim Hampton, Project Manager

ACKNOWLEDGMENT

I have read the above request from the City of Pomona and by signing, I hereby
acknowledge receipt of Addendum No. 1, for **“Electra Street Vacation (Water
Facilities and Security Upgrades, Project No. 595-95069)”** project. Total pages: 9
(exclude the confirmation sheet).

By: _____
Title: _____
Company: _____
Date received _____

PLEASE FILL OUT ACKNOWLEDGMENT AND RETURN THE RECEIPT EITHER BY
FAX TO 909-620-2222 OR EMAIL TO TIM_HAMPTON@CI.POMONA.CA.US