

ADDENDUM NO. 1
PIPELINE AVE AND OTHER ROADS
WORK ORDER: H14974
AREA: Chino and Montclair
ROAD NO.: 232050 020-030 & 660850 030-040-050-060
BIDS OPEN 10:00 AM, THURSDAY, OCTOBER 03, 2024

By Email via ePro System

The bid opening will be publicly viewable via goto.com, details are available in the Notice to Bidders pages of the Project Special Provisions.

Amend the Plan Set as follows:

Delete Plan Set Sheets 2, 4, 19, 21, 22, and 24 and replace with **ATTACHMENT A** "Revised Plan Set Sheets 2, 4, 19, 21, 22, and 24."

Amend the Table of Contents Page as follows:

1. Under the **TABLE OF CONTENTS** page replace "Section 101. Federal Minimum Wages Pink Pages" with: "Section 101. Federal Prevailing Wages Pink Pages".
2. Under the **TABLE OF CONTENTS** page replace "Exhibit A – Prevailing Wage Requirements.....1 of 25" with: "Exhibit A – Prevailing Wage Requirements.....1 of 28".

Amend the Notice to Bidders Pages as follows:

1. On Notice to Bidders page NB-2 under "**SPECIAL NOTICE**" add:

COMPLIANCE WITH AMERICAN RESCUE PLAN ACT (ARPA) CORONAVIRUS LOCAL FISCAL RECOVERY FUND (CLFRF) REQUIREMENTS -This Contract may be funded in whole or in part with funds provided by the American Rescue Plan Act - Coronavirus Local Fiscal Recovery Fund (ARPA), Federal Award Identification Number (FAIN): SLT0628 and Assistance Listing Number (formerly known as a CFDA number): 21.027, and therefore Contractor agrees to comply with any and all ARPA requirements in addition to any and all applicable County, State, and Federal laws, regulations, policies, and procedures pertaining to the funding of this Contract. The use of the funds must also adhere to official federal guidance issued or to be issued on what constitutes a necessary expenditure. Any funds expended by Contractor or its subcontractor(s) in any manner that does not adhere to the ARPA requirements shall be returned or repaid to the County. Any funds paid to Contractor i) in excess of the amount to which Contractor is finally determined to be authorized to retain; ii) that are determined to have been misused; or iii) that are determined to be subject to a repayment obligation pursuant to section 603(e) of the Act and have not been repaid, shall constitute a debt to the federal government. Contractor agrees to comply with the requirements of section 603 of the Act, regulations adopted by Treasury pursuant to the Act, and guidance issued by Treasury regarding the foregoing. Contractor shall provide for such compliance in any agreements with subcontractor(s).

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Contractor's attention is directed to the Brown Pages entitled, "ATTACHMENT F," elsewhere in these special provisions.

San Bernardino County is implementing contract requirements for submittal of the Data Universal Numbering System (D-U-N-S) Number form. Refer to section 3 of these Special Provisions.

2. Delete Notice to Bidders Pages NB-4 and NB-5 and replace with **ATTACHMENT B** "Revised Notice to Bidders Pages NB-4 and NB-5."

Amend the Project Special Provisions as follows:

1. DIVISION I GENERAL PROVISIONS

- a. **Under 5 CONTROL OF WORK, delete Special Provisions pages SP-23 thru SP-27 and replace with ATTACHMENT C "Revised Special Provisions Pages SP-23 thru SP-27."**
- b. **Under 5 CONTROL OF WORK, after the paragraph that Begins with "7. The Contractor shall protect existing valve cans in place and raise those that are adjustable to finished grade during paving operations." Add:**

CAUTION:

The Contractor shall protect the existing MVWD 6" Asbestos water line in place as shown on sheet 24, approximate station 10+45. The contractor shall take special precautions to protect the existing waterline in place using all measures possible to protect the MVWD 6" Asbestos water line by use of bracing and or other protections methods. Before any construction takes place over the waterline, the Contractor shall review and locate shutoff valves. Contractor shall be solely responsible for damages resulting from its failure to protect and prevent damage to the existing water line or failure to locate and prevent damage during excavations and construction.

Full compensation for conforming to the requirements of protecting existing MVWD 6" Asbestos water line, not otherwise provided for, including furnishing all labor, materials, tools, equipment and incidentals, including utility adjustments to grade, providing utility windows and coordination, and for doing all work involved shall be considered as included in the contract prices paid for the various items of work and no additional compensation will be allowed therefore.

- c. **Under 7 LEGAL RELATIONS AND RESPONSIBILITY TO THE PUBLIC, delete Special Provisions pages SP-36, SP-40 and SP-41 and replace with ATTACHMENT C "Revised Special Provisions Pages SP-36, SP-40 and SP-41."**

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2. DIVISION II GENERAL CONSTRUCTION

- a. Under Section **10-1.01 ORDER OF WORK**, delete Special Provisions page SP-60 and replace with ATTACHMENT C “Revised Special Provisions Page SP-60.”
- b. Under Section **10-1.02 SUPPLEMENTAL WORK AT FORCE ACCOUNT (UNFORESEEN DIFFERING SITE CONDITIONS, UTILITY CONFLICT AND SUBGRADE STABILIZATION)**, replace the paragraph that begins “If in the event, yielding or unfirmed subgrade soil condition were discovered...” **With:**

If in the event, yielding or unfirmed subgrade soil condition were discovered in some or specific streets during the milling operation, and for full depth pulverization the work shall be suspended temporarily and the Contractor shall notify the Engineer immediately. The Engineer shall investigate, assess, evaluate and determine as to whether extra work is required to address the subgrade condition. If determined by the Engineer that extra work is required, Contractor shall submit to the Engineer for his approval the best possible solution or alternative solution to stabilize the subgrade. **The Engineer has the sole discretion to accept or reject such extra work.**

- c. Under Section **10-1.16 REMOVE ASPHALT CONCRETE DIKE**, replace the paragraph that begins “The contract price paid per linear foot for Remove Asphalt Concrete Dike shall include full compensation...” **With:**

The contract price paid per linear foot for **Remove Asphalt Concrete Dike** shall include full compensation for furnishing all labor, preservation, mitigations, relocations and replacement, of disturbed gravel landscape in kind, sod, artificial grass landscape, turf, real grass, irrigations (sprinkler heads and pipe lines), rocks (colored and natural planters), materials, tools, equipment and incidentals, and for doing all work necessary to remove and dispose of existing asphalt concrete dike as shown on the plans, and as specified in the Standard Specifications and these Special Provisions.

- d. Under Section **10-1.20 REMOVE CONCRETE**, replace the paragraph that begins “The contract price paid per square yard for **Remove Concrete (Spandrel, Cross Gutter, Ramp and Sidewalk)** shall include...” **With:**

The contract price paid per square yard for **Remove Concrete (Spandrel, Cross Gutter, Ramp and Sidewalk)** shall include, furnishing all labor, preservation, mitigations, relocations and replacement, of disturbed gravel landscape in kind, sod, artificial grass landscape, turf, real grass, irrigations (sprinkler heads and pipe lines), rocks (colored and natural planters), materials, tools, equipment and incidentals, and for doing all the work involved in removing and disposing existing concrete spandrel (including the curb at the return), cross gutter, ramp and retaining curb both at the ramp and sidewalk, complete in place, as shown on the plan and as directed by the Engineer.

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- e. Under Section **10-1.20 REMOVE CONCRETE**, replace the paragraph that begins “The contract price paid per linear foot for **Remove Concrete (Curb, Curb & Gutter)** shall include...”
With:

The contract price paid per linear foot for **Remove Concrete (Curb, Curb & Gutter)** shall include, furnishing all labor, preservation, mitigations, relocations and replacement, of disturbed gravel landscape in kind, sod, artificial grass landscape, turf, real grass, irrigations (sprinkler heads and pipe lines), rocks (colored and natural planters), materials, tools, equipment and incidentals, and for doing all the work involved to remove and dispose existing concrete curb, concrete curb and gutter, complete in place, as shown on the plan and as directed by the Engineer.

- f. Replace section title **10-1.22 REMOVE AND RELOCATE CONCRETE RETAINING WALL BLOCKS**, **With:**

10-1.22 REMOVE AND RELOCATE CONCRETE DECORATIVE LANDSCAPE BLOCKS

- g. Under Section **10-1.22 REMOVE AND RELOCATE CONCRETE....**, replace everything under this section **With:**

This work shall consist of removal and replacement portion of existing non-reinforced concrete decorative landscape blocks located at various locations as shown on the plans, these Special Provisions and as designated by the Engineer and shall conform to the provisions in Sections 15, “Existing Facilities,” and Section 17-2, “Clearing and Grubbing” of the Standard Specifications and these Special Provisions.

As directed by the Engineer, portion of the existing non-reinforced concrete decorative landscape block walls shall be salvaged, removed, relocated and joined with the existing wall as shown on the plan. Remaining non-reinforced decorative landscape block walls that should remain in place shall be protected in any matter. Any damages thereof due to negligence of the Contractor during the operation shall be repaired or replaced in kind immediately at his own expense.

Any removed or surplus non-reinforced concrete decorative landscape block walls shall become the property of the Contractor and shall be disposed of in accordance with the provision in Section 14-10, “Solid Waste Disposal and Recycling” and Section 14-11, “Hazardous Waste and Contamination” of the Standard Specifications.

The contract price paid per square feet for **Remove and Relocate Concrete Decorative Landscape Blocks (At various locations)** shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals, and for all the work involved in removing, salvaging and relocating non-reinforced concrete decorative landscape block walls including its footings, if any, as shown on the plans, these Special Provisions and as directed by the Engineer.

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h. Under Section 10-1.25 RESET MAILBOX, delete the following:

There are thirty-five (35) painted street house numbers on existing dikes as described-below. The Contractor shall paint the house numbers after installation of new traversable, 12" and regular 8" dike near its location. The text size and color shall match with the existing (street house numbers are colored and painted black with white background). **Painting street house numbers on a new installed dikes shall be considered as included in the contract price paid for Reset Mailbox**, and no additional compensation will be allowed therefore. The street house numbers are enumerated as follows:

PIPELINE AVENUE - Between Phillips Blvd and Grand Avenue (Traversable Dike):

11398	11394	11392	11390	11388	11380
11372	11366	11354	11338	11328	

Total: 11 each**PIPELINE AVENUE - Between Grand Avenue and Howard Street (12" AC Dike):**

11271	11621	11253	11245	11235	11227
11221	11207	11185			

Total: 9 each**PIPELINE AVENUE - Between Grand Avenue and Howard Street (8" AC Dike):**

11087	11065	11063	11055	11051	11041
11031	11017	11009	10991	10967	10959
10951	10943	10929			

Total: 15 each**i. Under Section 10-1.25 RESET MAILBOX, replace the paragraph that begins "The contract unit price paid for **Reset Mailbox** shall include furnishing all labor..." **With:****

The contract unit price paid for **Reset Mailbox** shall include furnishing all labor, materials (including posts, planks, fasteners, and hardware), tools, equipment and incidentals, and for doing all the work to remove, maintain function in temporary locations during construction, and reset letterboxes and newspaper boxes and dispose of excess and unsuitable components, as shown on the plans, and as specified in the Standard Specifications, these Special Provisions and as directed by the Engineer.

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- j. Under Section **10-1.26 PULVERIZE EXISTING ASPHALT CONCRETE**, replace the paragraph that begins “The contract price paid per square yard for **Pulverize Asphalt Concrete Surfacing (1.20’ Full Depth)** shall include furnishing all labor...” **With:**

The contract price paid per square yard for **Pulverize Asphalt Concrete Surfacing (1.20’ down from the proposed finished grade)** shall include furnishing all labor, materials, tools, equipment and incidentals, and for doing all the work involved in pulverizing existing asphalt concrete with native materials, complete in place, as specified in the Standard Specifications and these Special Provisions.

- k. Under Section **10-1.26 PULVERIZE EXISTING ASPHALT CONCRETE**, delete the following:

Full compensation for removing, stockpiling, hauling, placing, putting to grade, wetting, compacting, and disposing of the pulverized/native material mix is included in the contract price per cubic yard for **Export Pulverized Material (0.55’ Depth)** and no additional compensation will be allowed therefor.

- l. Under Section **10-1.29 EARTHWORK**, replace the paragraph that begins “Full compensation for grading, compacting, hauling of excavated materials including earthwork for ramp, sidewalk, curb and gutter...” **With:**

Surplus excavated material, pulverized/native material, and native material shall become the property of the Contractor and shall be disposed of outside the highway right of way in accordance with the provisions in section 14-10, “Solid Waste Disposal and Recycling” and section 14-11, “Hazardous Waste and Contamination” of the Standard Specifications.

Surplus excavated unsuitable material including asphalt concrete surfacing and concrete shall become the property of the Contractor and shall be disposed of outside the highway right of way in accordance with the provisions in Section 14-10, “Solid Waste Disposal and Recycling”, and Section 14-11, “Hazardous Waste and Contamination” of the Standard Specifications.

Full Compensation for removing, excavations, stockpiling, hauling, export and /or disposing, putting to proposed grade (CTB), wetting, compacting of the pulverized/native material is included in the contract price paid per cubic yard for **Roadway Excavation and Export Pulverized Material & Native (0.55’ Minimum Depth)** and no additional compensation will be allowed therefore.

Full compensation for grading, compacting, hauling of excavated materials including earthwork for ramp, sidewalk, curb and gutter shall be considered as included in the **various contract items of work** and no additional compensation will be allowed therefor.

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- m. Under Section **10-1.30 ASPHALT CONCRETE (DIKES AND MICELLANEOUS AREAS)**, replace the paragraph that begins "The miscellaneous areas to be paid at the contract price paid per linear foot for **Place Asphalt Concrete Dike ...**" With:

The placement for the various type of AC Dike to be paid at the contract price paid per linear foot for **Asphalt Concrete Dike (8")**; **Asphalt Concrete Dike (12")**; **Asphalt Concrete Traversable Dike**; and the contract price per square yard for **Place Asphalt Concrete (Miscellaneous Areas)**; and in addition to the prices paid for the materials involved shall be limited to the 0.25' thick A.C. driveways approach. For the dikes, there are different options that will be implemented for each type associated with site conditions these must be applied accordingly and must be included in the contract price for each dike.

- n. Under Section **10-1.30 ASPHALT CONCRETE (DIKES AND MICELLANEOUS AREAS)**, replace the paragraph that begins "The above contract prices and payments shall include full compensation for furnishing all labor..." With:

There are thirty-five (35) painted street house numbers on existing dikes as described-below. The Contractor shall paint the house numbers after installation of new traversable, 12" and regular 8" dike near its location. The text size and color shall match with the existing (street house numbers are colored and painted black with white background). **Painting street house numbers on a new installed dikes shall be considered as included in the contract price paid for Place Asphalt Concrete Traversable Dike, Place Asphalt Concrete Dike (12"), and Place Asphalt Concrete Dike (8"), respectively** and no additional compensation will be allowed therefore. The street house numbers are enumerated as follows:

PIPELINE AVENUE - Between Phillips Blvd and Grand Avenue (Traversable Dike):

11398	11394	11392	11390	11388	11380
11372	11366	11354	11338	11328	

Total: 11 each**PIPELINE AVENUE - Between Grand Avenue and Howard Street (12" AC Dike):**

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Total: 9 each**PIPELINE AVENUE - Between Grand Avenue and Howard Street (8" AC Dike):**

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10951	10943	10929			

Total: 15 each

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The above contract prices and payments shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in placing asphalt concrete dike and placing asphalt concrete (miscellaneous area), complete in place, and including painting street house numbers on newly installed dikes (either regular or traversable), as shown on the plans and as specified in these Specifications and the Special Provisions, and as directed by the Engineer.

- o. Under Section 10-1.31 SHOULDER BACKING, replace the paragraph that begins “Shoulder Backing shall be paid for under the contract price paid per linear foot for...” With:**
Shoulder Backing shall be paid for under the contract price paid per linear foot for **Asphalt Concrete Dike (8”); Asphalt Concrete Dike (12”); and Asphalt Concrete Traversable Dike** shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals and for doing all the work involved in constructing shoulder backing complete in place, including furnishing, placing, maintaining, and removing portable delineators, W8-9 signs and temporary supports or barricades for the signs, as shown on the plans, as specified in the Standard Specifications and these special provisions, and as directed by the Engineer.
- p. Under Section 10-1.32 CEMENT TREATED SUBGRADE, delete the following:**
The minimum cement pulverized layer is 0.5', however 0.35' is acceptable at some cases, like existing of shallow utilities.
- q. Under Section 10-1.39 MISCELLANEOUS CONCRETE CONSTRUCTION, delete the following:**

In the mountain and desert areas where freezing/thawing are seasonal, the concrete shall be air-entrained as provided in Section 90-1.02E(3), “Air-Entraining Admixtures,” of the Standard Specifications. The air content after mixing and prior to placing shall be no more than 5.5 percent and no less than 4.0 percent.

- r. Under Section 10-1.39 MISCELLANEOUS CONCRETE CONSTRUCTION, replace the paragraph that begins “The contract price paid per cubic yard for Minor Concrete (Ramp, Spandrel, Curb, Curb and Gutter, Sidewalk...” With:**

The contract price paid per cubic yard for **Minor Concrete (Ramp, Spandrel, Curb, Curb and Gutter, Sidewalk, Cross Gutter, Retaining Curb, Driveway and Local Depression)** shall include full compensation for furnishing all labor, including excavation, backfilling, wetting, compacting, hauling of excess materials, disposing of excavated materials including to all structures under this category shall be considered as included in the contract unit price for this item of work, miscellaneous concrete & minor concrete, materials, tools, equipment and incidentals, repairing and sealing cracks, placement of dowels, including backfilling and grade preparation, complete in place, as shown on the plans, and as specified in the Standard Specifications, these Special Provisions, and as directed by the Engineer.

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- s. Under Section **10-1.40 CONCRETE PAVER**, replace the paragraph that begins “This work consists of work related to the removal and installation of Concrete Paver to match ...” **With:**

This work consists of work related to the removal and installation of Concrete Paver to match existing color, kind, and texture, as shown on the plan (Sheet 21) in accordance with Section 15, “Existing Facilities,” of the Standard Specifications, these Special Provisions and as directed by the Engineer.

- t. Under Section **10-1.48 METAL HAND RAILINGS**, replace the paragraph that begins “The contract unit price paid per linear feet for **Metal Hand Railing** shall include full...” **With:**

The contract unit price paid per linear feet for **Metal Hand Railing** shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in fabricating, grinding, cutting, shaping, forming, shop or field welding, painting, and installing said pipe handrail assembly, complete in place, as shown on the plans, as specified in the Standard Specifications, these Special Provisions, and as directed by the Engineer.

Amend the BLUE PAGES as follows:

1. Replace all pages under Blue Pages with ATTACHMENT D “Blue Pages”.

Amend the PINK PAGES as follows:

1. Replace section title “Section 101 Federal Minimum Wage (Pink Pages) inserted here” with: ATTACHMENT E “Section 101 Federal Prevailing Wages (Pink Pages) inserted here”.

Amend the BROWN PAGES as follows:

1. Add “ATTACHMENT F (ARPA)”

Amend the GREEN PAGES as follows:

1. Delete “CITY OF MONTCLAIR STD. PLAN NO. 117” attachment.
2. Add ATTACHMENT G “Section F (Modified) and Case I, II, & III”

Amend the Proposal Pages as follows:

1. Delete Proposal Pages P-4 thru P-6 and replace with ATTACHMENT H “Revised Proposal Pages ADDENDUM NO. 1 P-4 thru P-6.”

Amend the Exhibit A Pages as follows:

1. Delete all of Exhibit Pages, Page 1 of 25 thru Page 25 of 25 and replace with ATTACHMENT I “Revised Exhibit A Page 1 of 28 thru Page 28 of 28.”

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Make the following information available for bidders:

Attachments:

ATTACHMENT A: Revised Plan Set Sheets 2, 4, 19, 21, 22, and 24

ATTACHMENT B: Revised Notice to Bidders Pages NB-4 and NB-5

ATTACHMENT C: Revised Special Provision Page SP-23 THRU SP-27, SP-36, SP-40, SP-41 & SP-60

ATTACHMENT D: Blue pages

ATTACHMENT E: Section 101 Federal Prevailing Wages (pink Pages) Inserted Here

ATTACHMENT F: (ARPA)

ATTACHMENT G: Section F (Modified) and Case I, II & III

ATTACHMENT H: Revised Proposal Pages Addendum No. 1 P-4 thru P-6

ATTACHMENT I: Revised Exhibit A Page 1 of 28 thru Page 28 of 28

The addition of these requirements shall be considered in concert with existing documents in preparation of bids. **THE BIDDER'S CERTIFICATION FOR THIS ADDENDUM NO. 1 SHALL BE SIGNED BY THE SAME PERSON WHO SIGNS THE PROPOSAL AND SHALL BE SUBMITTED WITH THE PROPOSAL. ANY proposal not accompanied by a signed BIDDER'S CERTIFICATION (below) acknowledging receipt of this Addendum No. 1 will NOT be accepted.**

NOEL CASTILLO, Director
Department of Public Works

By: 

Andy Silao, P.E., Chief
Contracts Division

AS:mb

BIDDER'S CERTIFICATION:

By my signature hereunder, I acknowledge receipt of Addendum No. 1 and I fully understand the intent and detail of Addendum No. 1, which I have considered in my preparation of the attached proposal.

Bidder's Signature

Date

Note: The page containing the executed BIDDER'S CERTIFICATION (just this page), must be included with the proposal.