



City of El Segundo

August 6, 2020

ADDENDUM NO. 1
to
THE CONTRACT DOCUMENTS, SPECIFICATIONS AND PLANS
for
ROLLER HOCKEY RINK IMPROVEMENTS PROJECT
PROJECT NO. PW 19-13

ATTENTION BIDDERS:

The following additions, modifications, and clarifications to the specifications shall be included in, and become a part of, any contract which may be executed for the above project in the City of El Segundo:

- 1. The bid due date and time has changed to Tuesday, September 1, 2020, at 11:00 am.**
- 2. Please use the attached revised bid sheet for bidding and replace Section IV- Measurement and Payment in its entirety with the attached revised Section IV of the Project Specifications.**

As evidence that the BIDDER has read this Addendum, the BIDDER must acknowledge same in the space provided below and submit this Addendum with the Bid Proposal. Failure to provide such acknowledgement shall render the bid as non-responsive and subject to rejection.

Signature: _____ Date: _____

Print Company Name: _____

**PROPOSAL
FOR THE
ROLLER HOCKEY RINK IMPROVEMENTS
PROJECT NO.: PW 19-13**

Date _____, 20__

Company Name: _____

TO THE CITY OF EL SEGUNDO:

In accordance with the City of El Segundo's Notice Inviting Sealed Bids, the undersigned **BIDDER** hereby proposes to furnish all materials, equipment, tools, labor, and incidentals required for the above stated project as set forth in the Plans, Specifications, and Contract documents therefor, and to perform all work in the manner and time prescribed therein.

BIDDER declares that this proposal is based upon careful examination of the work site, Plans, Specifications, Instructions to Bidders, and all other Contract documents. Submittal of this bid shall be considered evidence that the **BIDDER** has satisfied himself regarding the Contract documents, access and any other field conditions which may affect bid prices. If this proposal is accepted for award, **BIDDER** agrees to enter into a Contract with the City of El Segundo at the unit and/or lump sum prices set forth in the following Bid Schedule. **BIDDER** understands that failure to enter into a Contract in the manner and time prescribed will result in forfeiture to the City of El Segundo of the proposal guarantee accompanying this proposal.

BIDDER understands that a bid is required for the entire work, that the estimated quantities set forth in the Bid Schedule are solely for the purpose of comparing bids, and that final compensation under the Contract will be based upon the actual quantities of work satisfactorily completed. **THE CITY OF EL SEGUNDO RESERVES THE RIGHT TO INCREASE OR DECREASE THE AMOUNT OF ANY QUANTITY SHOWN AND TO DELETE ANY ITEM FROM THE CONTRACT.** It is agreed that the unit and/or lump sum prices bid include all apparent expenses, taxes, royalties, and fees. In the case of discrepancies in the amounts bid, unit prices shall govern over extended amounts, and words shall govern over figures.

If awarded the Contract, the undersigned further agrees that in the event of the **BIDDER'S** default in executing the required Contract and filing the necessary bonds and insurance certificates within ten working days after the date of the City of El Segundo's notice of award of Contract to the **BIDDER**, including sending by U.S. Mail a Public Works Contract for signature by the Awardee, the proceeds of the security accompanying this bid shall become the property of the City of El Segundo and this bid and the acceptance hereof may, at the City of El Segundo's option, be considered null and void.

EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE

BIDDER certifies that in all previous Contracts or Subcontracts, all reports which may have been due under the requirements of any agency, State, or Federal equal employment opportunity orders have been satisfactorily filed, and that no such reports are currently outstanding.

AFFIRMATIVE ACTION CERTIFICATION

BIDDER certifies that affirmative action has been taken to seek out and consider minority business enterprises for those portions of the work to be Subcontracted, and that such affirmative actions have been fully documented, that said documentation is open to inspection, and that said affirmative action will remain in effect for the life of any Contract awarded hereunder. Furthermore, **BIDDER** certifies that affirmative action will be taken to meet all equal employment opportunity requirements of the Contract documents.

NONCOLLUSION AFFIDAVIT

BIDDER declares that the only persons or parties interested in this proposal as principals are those named herein; that no officer, agent, or employee of the City of El Segundo is personally interested, directly or indirectly, in this proposal; that this proposal is made without connection to any other individual, firm, or corporation making a bid for the same work and that this proposal is in all respects fair and without collusion or fraud.

BID SCHEDULE

**ROLLER HOCKEY RINK IMPROVEMENTS
PROJECT NO.: PW 19-13**

Company Name: _____

Base Bid Items

Item No.	Description	Unit	Estimated Quantity	Unit Price (in figures) Dollars/Cents	Item Total (in figures) Dollars/Cents
1	Mobilization/Demobilization	LS	1		
2	White HDPE - U.V. Stabilized Sheet and all necessary hardware (3/4"x48"x97") (Desert Sand Finish)	EA	60		
3	Yellow Kickplate – U.V. Stabilized and all necessary hardware (3/4"x6"x48") (Bullnosed)	EA	126		
4	Straight Blue Topsill – U.V. Stabilized and all necessary hardware (3/4"x5"x48")	EA	88		
5	Radius Blue Topsill – U.V. Stabilized and all necessary hardware (3/4"x5"x48") (20'-4" radius)	EA	36		
6	Remove and reconstruct 6" concrete slab with footing and reinforcement steel	SF	1,185		
7	Install 2' deep section of crushed miscellaneous base (CMB)	SF	1,185		
8	Remove and reconstruct 4" thick concrete walkway	SF	330		
9	Install 4" subdrain perforated pipe	LF	248		
10	Install 6" PVC pipe (schedule 35)	LF	70		
11	Connect proposed drainage system to existing catch basin	LS	1		
12	Repair cracks, depressions, surface defects and uneven areas	LS	1		

13	Apply concrete roller hockey surface color coating system (2 coats) (prepare surface per manufacturer's recommendations prior to application)	SF	11,710		
14	Replace all roller hockey striping per as-built plans	LS	1		
15	Printing and installation of LA Kings logo onto the dashboard (prepare surface per manufacturer's recommendations prior to application)	EA	6		
16	Printing and installation of LA Kings logo onto the center of the concrete hockey rink (prepare surface per manufacturer's recommendations prior to application)	EA	1		
17	Printing and installation of LA Kings logo onto the player bench (prepare surface per manufacturer's recommendations prior to application)	EA	2		
18	Remove and replace chain link fence (approximately 6' high) including necessary poles (approximately 29 poles) at the perimeter of the new concrete rink	LF	95		
19	Remove and replace chain link fence (approximately 10' high) on top of the 6' high chain link fence at the goal crease	LF	55		
20	Install perimeter curb (approximately 3" high) at the new concrete rink	LF	95		

TOTAL BASE BID FOR ITEMS 1-20 IN FIGURES = \$_____

TOTAL BASE BID FOR ITEMS 1-20 WRITTEN IN WORDS: _____

Alternative Bid Items

Item No.	Description	Unit	Estimated Quantity	Unit Price (in figures) Dollars/Cents	Item Total (in figures) Dollars/Cents
1	Remove and replace chain link fence (approximately 6' high) at the perimeter of the existing rink	LF	375		

TOTAL ALTERNATIVE BID FOR ITEM 1 IN FIGURES = \$_____

TOTAL ALTERNATIVE BID FOR ITEM 1 WRITTEN IN WORDS: _____

BIDDER'S INFORMATION

Company Name: _____

BIDDER certifies that the following information is true and correct:
Form of Legal Entity (i.e., individual, partnership, corporation, etc.)

If corporation, State of Incorporation (i.e., California) _____

Business _____

Address _____

Telephone No. _____

Facsimile No. _____

State Contractor's License No. and Class _____

Original Date Issued

Expiration Date

The following are the names, titles, addresses, and phone numbers of all individuals, firm members, partners, joint venturers, and/or corporate officers having principal interest in this proposal:

The date of any voluntary or involuntary bankruptcy judgments against any principal having an interest in this proposal is as follows:

All current and prior DBA's, aliases, and/or fictitious business names for any principal having an interest in this proposal are as follows:

BIDDER'S INFORMATION (CONTINUED)

Company Name: _____

Bidder shall list the name of the person who attended the mandatory pre-bid job walk:

Name: _____

Title: _____

IN WITNESS WHEREOF, BIDDER executes and submits this proposal with the names, titles, hands,

and seals of all a forenamed principals this _____ day of _____, 20__.

BIDDER

Subscribed and sworn to this _____ day of _____, 20__.

NOTARY PUBLIC

**PROPOSAL GUARANTEE
BID BOND**

ROLLER HOCKEY RINK IMPROVEMENTS
PROJECT NO.: PW 19-13

KNOW ALL MEN BY THESE PRESENTS that,

_____ , as **BIDDER**, and

_____ , as **SURETY**, are held and firmly bound unto the

City of El Segundo, in the penal sum of _____ **DOLLARS**
(\$ _____), which is ten (10%) percent of the total amount bid by **BIDDER** to the
City of El Segundo for the above stated project, for the payment of which sum, **BIDDER and**
SURETY agree to be bound, jointly and severally, firmly by these presents.

THE CONDITIONS OF THIS OBLIGATION ARE SUCH that, whereas **BIDDER** is about
to submit a bid to the City of El Segundo for the above stated project, if said bid is rejected, or if
said bid is accepted and a Contract is awarded and entered into by **BIDDER** in the manner and
time specified, then this obligation shall be null and void, otherwise it shall remain in full force
and effect in favor of the City of El Segundo.

IN WITNESS WHEREOF the parties hereto have set their names, titles, hands, and seals this

_____ day of _____, 20____.

BIDDER*

SURETY*

Subscribed and sworn to this _____ day of _____, 20____.

NOTARY PUBLIC

*Provide **BIDDER/SURETY** name, title, address and telephone number and the name, title,
address and telephone number for authorized representative.

CONTRACTOR'S LICENSE DECLARATION
(Business and Professions Code Section 7028.15)

1. **BIDDER'S** Contractor's License Number is:

_____ Class No.: _____

2. The expiration date of **BIDDER'S** Contractor License is:

_____, 20_____.

3. **BIDDER** acknowledges that Section 7028.15(e) of the Business and Professions Code provides as follows:

"A licensed Contractor shall not submit a bid to a public agency unless his or her Contractor's license number appears clearly on the bid, the license expiration date is stated, and the bid contains a statement that representations herein are made under penalty of perjury. Any bid not containing this information, or a bid containing information which is subsequently proven false, shall be considered non-responsive and shall be rejected by the public agency."

The undersigned declares, under penalty of perjury, that the representations made by the undersigned in this bid proposal are true and correct.

Executed on _____, 20____, at

_____ (insert City and State where Declaration signed).

Signature

Typed Name

Title

Company Name

NON-COLLUSION AFFIDAVIT
TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID

State of California)
) ss.
County of)

_____, being first duly sworn, deposes and say that he or she is

_____ of _____

the party making the foregoing bid that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the **BIDDER** has not directly or indirectly induced or solicited any other **BIDDER** to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any **BIDDER** or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the **BIDDER** has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the **BIDDER** or any other **BIDDER**, or to fix any overhead, profit, or cost element of the bid price, or of that of any other **BIDDER**, or to secure any advantage against the public body awarding the Contract of anyone interested in the proposed Contract; that all statements contained in the bid are true; and further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

Signature

Name of Bidder/Company Name

Typed Name

Date

Title

WORKER'S COMPENSATION CERTIFICATION

**Section 1861 OF THE LABOR CODE
(Workers' Compensation)**

Pursuant to Section 1861 of the Labor Code, the **BIDDER**, in submitting his/her **PROPOSAL**, shall sign the following certification:

"I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this Contract."

Signature of Bidder: _____

Title: _____

Business Name: _____

Business Address: _____

Telephone Number: (____) _____

Dated this _____ day of _____, 20____.

REFERENCES

Company Name: _____

The following are the names, addresses, and telephone numbers for public agencies for which **BIDDER** has performed similar work as the prime Contractor or major Subcontractor within the past five (5) years:

1. Project Title: _____

Location: _____

Name and address of owner

Name and current telephone number of person familiar with project

Type of Work: _____

Contract amount: \$_____ Date completed: _____

Amount of work done by my/our firm under Contract \$_____

Did your firm have any financial interest in Project? _____

2. Project Title: _____

Location: _____

Name and address of owner

Name and current telephone number of person familiar with project

Type of Work: _____

Contract amount: \$_____ Date completed: _____

Amount of work done by my/our firm under Contract \$_____

Did your firm have any financial interest in Project? _____

3. Project Title: _____
Location: _____

Name and address of owner

Name and current telephone number of person familiar with project
Type of Work: _____
Contract amount: \$_____ Date completed: _____
Amount of work done by my/our firm under Contract \$_____

Did your firm have any financial interest in Project? _____

4. Project Title: _____
Location: _____

Name and address of owner

Name and current telephone number of person familiar with project:
Type of Work: _____
Contract amount: \$_____ Date completed: _____
Amount of work done by my/our firm under Contract \$_____

Did your firm have any financial interest in Project? _____

5. Project Title: _____

Location: _____

Name and address of owner

Name and current telephone number of person familiar with project:

Type of Work: _____

Contract amount: \$_____ Date completed: _____

Amount of work done by my/our firm under Contract \$_____

Did your firm have any financial interest in Project? _____

Bidder may attach additional reference pages if necessary.

The following are the names, addresses, and telephone numbers for all brokers and sureties from whom **BIDDER** intends to procure insurance bonds:

**BIDDER'S STATEMENT OF
PAST CONTRACT DISQUALIFICATIONS**

ROLLER HOCKEY RINK IMPROVEMENTS
PROJECT NO.: PW 19-13

Company Name: _____

Please state all instances of being disqualified, removed, or otherwise prevented from bidding on, or completing, a federal, state, or local government project due to a violation of a law or safety regulation.

1. Have you ever been disqualified from any government Contract?

Yes No

2. If yes, explain the circumstances:

3. Are you registered in accordance with Labor Code § 1725.5 [Note: failure to register requires the City to reject your bid as nonresponsive]?

Yes No

Bidder's Signature

Name (Please Print)

INSURANCE REQUIREMENTS
[MUST BE SUBMITTED WITH PROJECT PROPOSAL]
ROLLER HOCKEY RINK IMPROVEMENTS
PROJECT NO.: PW 19-13

Company Name: _____

To be awarded this Contract, the successful bidder must procure and maintain the following types of insurance with coverage limits complying, at a minimum, with the limits set forth below:

<u>Type of Insurance</u>	<u>Limits</u>
Commercial general liability:	\$2,000,000
Business automobile liability:	\$1,000,000
Workers compensation:	Statutory requirement

Commercial general liability insurance must meet or exceed the requirements of ISO-CGL Form No. CG 00 01 11 85 or 88. The amount of insurance set forth above must be a combined single limit per occurrence for bodily injury, personal injury, and property damage for the policy coverage. Liability policies must be endorsed to name the City, its officials, and employees as “additional insureds” under said insurance coverage and to state that such insurance will be deemed “primary” such that any other insurance that may be carried by the City will be excess thereto. Such endorsement must be reflected on ISO Form No. CG 20 10 11 85 or 88, or equivalent. Such insurance must be on an “occurrence,” not a “claims made,” basis and will not be cancelable or subject to reduction except upon thirty (30) days prior written notice to the City.

Insurer will agree in writing to waive all rights of subrogation against the City, its officers, officials, employees and volunteers for losses arising from work performed by Contractor for the City.

Automobile coverage must be written on ISO Business Auto Coverage Form CA 00 01 06 92, including symbol 1 (Any Auto).

The Consultant must furnish to the City duly authenticated Certificates of Insurance evidencing maintenance of the insurance required under this Agreement, endorsements as required herein, and such other evidence of insurance or copies of policies as may be reasonably required by the City from time to time. Insurance must be placed with admitted insurers with a current A.M. Best Company Rating equivalent to at least a Rating of “A:VII.” Certificate(s) must reflect that the insurer will provide thirty (30) day notice of any cancellation of coverage. The Consultant will require its insurer to modify such certificates to delete any exculpatory wording stating that failure of the insurer to mail written notice of cancellation imposes no obligation, and to delete the word “endeavor” with regard to any notice provisions.

The City requires California Worker’s Compensation Coverage with the associated Waiver. Out-of-state coverage will not be accepted in lieu of the California coverage, because the work is being performed in the State of California.

By signing this form, the bidder certifies that it has read, understands, and will comply with these insurance requirements if it is selected as the City’s consultant. Failure to provide this insurance will render the bidder’s proposal “nonresponsive.”

Date

Bidder’s Signature

END PROPOSAL SECTION

SECTION IV – MEASUREMENT AND PAYMENT

1-0 BASE BID ITEMS

1-1 Base Bid Item 1.

Measurement and payment for mobilization and demobilization will be paid for at the Contract lump sum price and shall include compensation for furnishing all labor, equipment, materials, and services necessary per these specifications.

1-2 Base Bid Item 2.

Measurement and payment for installing White HDPE – U.V. Stabilized Sheet and all necessary hardware (3/4” x 48” x 97”) will be paid for at the Contract unit price and shall include compensation for furnishing all labor, equipment, materials, and services necessary per these specifications.

1-3 Base Bid Item 3.

Measurement and payment for installing Yellow Kickplate – U.V. Stabilized and all necessary hardware (3/4” x 6” x 48”) will be paid for at the Contract unit price and shall include compensation for furnishing all labor, equipment, materials, and services necessary per these specifications.

1-4 Base Bid Item 4.

Measurement and payment for the installation of Straight Blue Topsill – U.V. Stabilized and all necessary hardware (3/4” x 5” x 48”) will be paid for at the Contract unit price and shall include compensation for furnishing all labor, equipment, materials, and services necessary per these specifications.

1-5 Base Bid Item 5.

Measurement and payment for the installation of Radius Blue Topsill – U.V. Stabilized and all necessary hardware (3/4” x 5” x 48”) will be paid for at the Contract unit price and shall include compensation for furnishing all labor, equipment, materials, and services necessary per these specifications.

1-6 Base Bid Item 6.

Measurement and payment for the removal and reconstruction of 6” concrete slab with footing and reinforcement steel will be paid for at the Contract lump sum price and shall include compensation for furnishing all labor, equipment, materials, and services necessary per these specifications.

1-7 Base Bid Item 7.

Measurement and payment for the installation of 2’ deep section of crushed miscellaneous base (CMB) will be paid for at the Contract unit price and shall include compensation for furnishing all labor, equipment, materials, and services necessary per these specifications.

1-8 Base Bid Item 8.

Measurement and payment for the removal and reconstruction of 4” thick concrete walkway will be paid for at the Contract unit price and shall include compensation for furnishing all labor, equipment, materials, and services necessary per these specifications.

1-9 Base Bid Item 9.

Measurement and payment for the installation of 4” subdrain perforated pipe will be paid for at the Contract unit price and shall include compensation for furnishing all labor, equipment, materials, and services necessary per these specifications.

1-10 Base Bid Item 10.

Measurement and payment for the installation of 6” PVC pipe (schedule 35) will be paid for at the Contract unit price and shall include compensation for furnishing all labor, equipment, materials, and services necessary per these specifications.

1-11 Base Bid Item 11.

Measurement and payment for to connect the proposed drainage system to the existing catch basin will be paid for at the Contract lump sum price and shall include compensation for furnishing all labor, equipment, materials, and services necessary per these specifications.

1-12 Base Bid Item 12.

Measurement and payment to repair cracks, depressions, surface defects and uneven areas will be paid for at the Contract lump sum price and shall include compensation for furnishing all labor, equipment, materials, and services necessary per these specifications.

1-13 Base Bid Item 13.

Measurement and payment for preparing the concrete hockey surface per manufacturer’s recommendations and painting the concrete roller hockey surface with appropriate coating system (2 coats) will be paid for at the Contract unit price and shall include compensation for furnishing all labor, equipment, materials, and services necessary per these specifications.

1-14 Base Bid Item 14.

Measurement and payment for replacing all roller hockey striping per as-built plans will be paid for at the Contract lump sum price and shall include compensation for furnishing all labor, equipment, materials, and services necessary per these specifications.

1-15 Base Bid Item 15.

Measurement and payment for printing and installing LA Kings logo onto the

dashboard (surface preparation shall be per manufacturer's recommendations) will be paid for at the Contract unit price and shall include compensation for furnishing all labor, equipment, materials, and services necessary per these specifications.

1-16 Base Bid Item 16.

Measurement and payment for printing and installing LA Kings logo onto the center of the concrete roller hockey rink (surface preparation shall be per manufacturer's recommendations) will be paid for at the Contract unit price and shall include compensation for furnishing all labor, equipment, materials, and services necessary per these specifications.

1-17 Base Bid Item 17.

Measurement and payment for printing and installing LA Kings logo onto the player bench (surface preparation shall be per manufacturer's recommendations) will be paid for at the Contract unit price and shall include compensation for furnishing all labor, equipment, materials, and services necessary per these specifications.

1-18 Base Bid Item 18.

Measurement and payment for the removal and replacement of approximately 6' high chain link fence at the perimeter of the new concrete rink will be paid for at the Contract unit price and shall include compensation for furnishing all labor, equipment, materials, required fence poles and services necessary per these specifications.

1-19 Base Bid Item 19.

Measurement and payment for the removal and replacement of approximately 10' high chain link fence on top of the 6' high perimeter chain link fence at the goal crease at the Contract unit price and shall include compensation for furnishing all labor, equipment, materials, and services necessary per these specifications.

1-20 Base Bid Item 20.

Measurement and payment for the installation of approximately 3" high concrete perimeter curb at the new rink will be paid for at the Contract unit price and shall include compensation for furnishing all labor, equipment, materials, and services necessary per these specifications.

1-21 Alternate Bid Items.

If approved, measurement for payment of alternate items will be paid for the unit price per item or lump sum amount listed and shall include full compensation for the furnishing of all labor, equipment, tools, materials, and incidentals needed to provide the alternate items.

2-0. PROGRESS PAYMENTS

Lump sum items shall be billed on a percentage completed basis. The City reserves the right to request a schedule of values to be submitted by the Contractor for any bid item in order to determine payment for work completed.

Unit cost items shall be billed on a units-completed basis.

Work that is not completed cannot be submitted for billing. The Contractor is encouraged to submit invoices with ample time for City staff to process an invoice. Processing time includes City staff time to inspect and verify lump sum percentage completed and units completed for bid items.