

City of Anaheim  
**DEPARTMENT OF PUBLIC WORKS**

January 24, 2012



**ADDENDUM NO.1**

**PROJECT: Haster Street Improvements  
From 602' N/O Orangewood Ave. to South City Limits**

**ACCOUNT No's: 270-412-L147-7892  
502-521-3743-7865-1101230.01  
525-521-6768-7865-1001543.01**

The attached are additions, revisions and clarifications to the "Contract Documents" and shall become a part of the "Contract Documents". All bidders are required to incorporate all necessary changes, additions or deductions into their proposals.

**THE BID DATE REMAINS 2:00 P.M.  
THURSDAY, FEBRUARY 9, 2012**

Additional clarifications to the contract documents are included in the attached addendum description sheet.

The following are changes to the plans, contract documents and special provisions for the above referenced project:

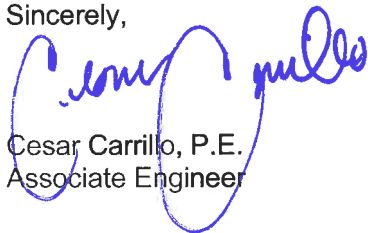
**1. PROPOSAL:**

Include the Bidding Form, Non-Collusion Affidavit, Designation of Sub-Contractors and the Equal Employment Opportunity Certificates of Compliance to the back of the "PROPOSAL". The entire "PROPOSAL", (attached herewith) is included.

All other portions of the plans, specifications, Proposal shall remain in full effect.

All other aspects of the documents pertaining to this project remain in effect and applicable.

Sincerely,



Cesar Carrillo, P.E.  
Associate Engineer



## City of Anaheim

# DEPARTMENT OF PUBLIC WORKS

The bidder shall individually identify and acknowledge receipt of this addendum by signing and enclosing a copy of this form in his/her bid package submittal. Failure to do so may result in a disqualification of this bid.

---

Signature

Company

Date

cc: City Clerk  
Karl Francis  
File

H:\Design\Design\PROJECTS\2011-2012\L147-HASTER-WAKEFIELD TO SCL\DOCS\Addendums\HASTER ST - Addendum 1.docx

**PROPOSAL**

For the construction of  
**HASTER STREET**  
**FROM 602' N/O ORANGEWOOD AVE. TO SOUTH**  
**CITY LIMITS**

Anaheim, California  
Adv.Dates: 1/19/12, 1/26/12 & 2/2/12  
Bid Date: 2/9/12

Account Numbers: 272-412-L147-7892  
502-521-3743-7865-1101230.01  
525-521-6768-7865-1001543.01

Bid Time: 2:00 P.M.

To the Honorable City Council  
City of Anaheim

From \_\_\_\_\_  
Contractor

Gentlemen:

The undersigned, as bidder, declares that he has carefully examined the location of the proposed work above described, examined the Plans and Specifications and General Conditions therefore, read the Instructions to Bidders, and is familiar with all proposal requirements, and hereby proposes and agrees, if the proposal is accepted, to complete the said construction in accordance with the Contract Documents, as defined in the General Provisions, in the time stated herein, for the unit price or lump sum given on the following pages of this proposal, amounting to a total of:

\$ \_\_\_\_\_

Said amount is to include and cover all taxes, the furnishing of all materials, the performing of all the labor requisite or proper and the providing of all necessary machinery, tools, apparatus, and other means of construction; also the performance and completion of all the work in the manner set forth, described and shown in the Specifications or on the drawings for the work.

The bidder to whom the contract is awarded agrees to enter into a Contract with the City within twenty one calendar days from the date of notification thereof, and to commence work upon receipt of the "NOTICE TO PROCEED" and instructions by the City Engineer, and to diligently prosecute the work to completion before the expiration of 40 days, excluding Saturdays, Sundays and Holidays, after the execution of the agreement.

***Holidays (ten days)** as mentioned herein shall be limited to New Year's Day, Memorial Day, Martin Luther King's Birthday, (Third Monday in January), President's Day (Third Monday in February), Memorial Day (Last Monday in May), Independence Day, Labor Day, Veteran's Day, Thanksgiving, Friday after Thanksgiving, and Christmas Day. If any of the above mentioned holidays fall on Saturday or Sunday, the following Monday shall be considered a legal holiday.*

All bids are to be computed on the basis of the given Estimated Quantities of Work, as indicated in this proposal, multiplied by the unit prices as submitted by the bidders. In case of discrepancy between unit prices and the extension thereof, the unit price shall prevail and bids will be computed as indicated above and compared on the basis of corrected totals.

The estimated quantities of work indicated in this Proposal are approximate only, being given solely as a basis for comparison of bids. The City does not expressly nor by implication agree that the actual amount of work will correspond therewith, but reserves the right to increase or decrease the amount of any item or portion of the work or to omit portions of the work as may be deemed expedient by the Engineer.

It is understood by Bidder that the City of Anaheim has the right to reject this proposal or to award a contract to the undersigned at the prices stipulated. If the proposal is rejected, then the enclosed check or bid bond shall be returned to the undersigned within thirty (30) days from the date thereof. If the proposal is accepted and the work is awarded and the undersigned shall fail to enter into a contract of the form and terms supplied by the City Engineer within twenty one (21) days after the agreement is delivered to him for signature, or within such further time as may be granted by the City Council, then said check shall be cashed or said bond declared forfeit and an amount equal to the difference between the lowest bid and the next lowest bidder who will execute a contract shall be paid into the treasury of the City of Anaheim as liquidated damages for the failure of the undersigned to comply with the terms of this proposal.

Accompanying this proposal is \_\_\_\_\_ (insert "\$ \_\_\_\_\_ Cash", "cashier's check", "certified check", or "bidder's bond", as the case may be) in an amount equal to at least ten percent (10%) of the total bid.

The following is the name and place of business of the surety company which will furnish the required bonds as surety if the work is awarded to the undersigned:

\_\_\_\_\_  
Licensed in accordance with an act providing for the registration of contractor's -- License No. \_\_\_\_\_ Classification \_\_\_\_\_ Expiration Date \_\_\_\_\_. In executing this proposal the bidder certifies being properly licensed to do the work and under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Signature of Bidder

\_\_\_\_\_  
\_\_\_\_\_

(If an individual, so state. If a firm or co-partnership, state the firm name and give the names of all individual co-partners composing the firm: President, Secretary, Treasurer and Manager thereof.)

Dated: \_\_\_\_\_, 20 \_\_\_\_\_

\_\_\_\_\_  
Business Address

\_\_\_\_\_  
Phone Number

**PROPOSAL**

For the construction of  
**HASTER STREET**  
**FROM 602' N/O ORANGEWOOD AVE. TO SOUTH**  
**CITY LIMITS**

Anaheim, California  
 Adv.Dates: 1/19/12, 1/26/12 & 2/2/12  
 Bid Date: 2/9/12

Account Numbers: 272-412-L147-7892  
 502-521-3743-7865-1101230.01  
 525-521-6768-7865-1001543.01

Bid Time: 2:00 P.M.

ITEM	DESCRIPTION	QTY.	UNIT	PRICE	TOTAL
1	EXCAVATION	295	C.Y.	\$	\$
2	A.C.PLANING (COLD MILL VARIABLE THK. FROM 2 1/2" TO 3 1/2")	15,553	SY	\$	\$
3	ASPHALT CONCRETE	3,176	TON	\$	\$
4	FURNISH & INSTALL PAVEMENT REINFORCING FABRIC	16,290	SY	\$	\$
5	REMOVE EXIST. PCC CURB, CURB & GUTTER AND RECONSTRUCT CURB AND GUTTER PER COA STD. PLAN 120	251	LF	\$	\$
6	REMOVE EXIST. CURB RAMP, CURB, CURB & GUTTER AND SIDEWALK AND RECONSTRUCT PCC ACCESS RAMP PER CITY STD. PLAN 111-3 W/ DETECTABLE WARNING DEVICE (3'X4' TRUNCATED DOME) CASE AND TYPE PER PLAN.	13	EA.	\$	\$
7	CONST. TRUNCATED DOME ONLY PER CITY STD. DETAIL 111-3	5	EA.	\$	\$
8	REMOVE EXIST. CROSS GUTTER AND RECONSTRUCT CROSS GUTTER PER COA STD. PLAN 121-A	1,450	SF	\$	\$
9	REMOVE EXIST. SIDEWALK AND/OR AC AND CONSTRUCT 4" PCC SIDEWALK PER COA STD. PLAN 112-1 (MATCH EXIST. SIDEWALK)	2,283	SF	\$	\$
10	REMOVE EXIST. BUS PAD/AC AND RECONSTRUCT 12" PCC BUS PAD MONOLITHIC WITH CURB & GUTTER	1,945	SF	\$	\$
11	FURNISH AND INSTALL NEW SURVEY MONUMENT PER COA STD. PLAN 641-A	5	EA.	\$	\$

**PROPOSAL**

For the construction of  
**HASTER STREET**  
**FROM 602' N/O ORANGEWOOD AVE. TO SOUTH**  
**CITY LIMITS**

Anaheim, California  
 Adv.Dates: 1/19/12, 1/26/12 & 2/2/12  
 Bid Date: 2/9/12

Account Numbers: 272-412-L147-7892  
 502-521-3743-7865-1101230.01  
 525-521-6768-7865-1001543.01

Bid Time: 2:00 P.M.

ITEM	DESCRIPTION	QTY.	UNIT	PRICE	TOTAL
12	ADJUST SURVEY MONUMENT TO GRADE PER CITY STD. 641-A	1	EA.	\$	\$
13	ADJUST SEWER & STORM DRAIN MH COVER TO GRADE	12	EA.	\$	\$
14	ADJUST WV BOX TO GRADE PER COA STD PLAN W-152	11	EA.	\$	\$
15	REPLACE W.V. BOX ASSEMBLY PER WATER STD. W-150	5	EA.	\$	\$
16	ADJUST TRAFFIC SIGNAL PULL BOX TO GRADE	3	EA.	\$	\$
17	ADJUST STREET LIGHT PULL BOX TO GRADE	1	EA.	\$	\$
18	FURNISH & INSTALL CONSTRUCTION INFORMATION SIGN	2	EA.	\$	\$
19	MODIFY EXIST. CATCH BASIN AND LOCAL DEPRESSION PER CITY STD. DETAILS 300-2 & 313	1	EA.	\$	\$
20	REMOVE & RECONSTRUCT 6" PCC ALLEY INTERSECTION PER STD. DETAIL 130-1	420	SF	\$	\$
21	TRAFFIC LOOPS TYPE-E CIRCULAR PER COA STD. PLAN 410	32	EA.	\$	\$
22	REPLACE EXISTING SIGNS	24	EA	\$	\$
23	4" BROKEN WHITE LANE LINE PER COA STD. PLAN 451-E	2,400	LF	\$	\$
24	4" SOLID WHITE LANE LINE PER COA STD. PLAN 459	1,000	LF	\$	\$
25	8" SOLID WHITE LANE LINE PER COA STD. PLAN 452-B	450	LF	\$	\$
26	12" SOLID WHITE LINE (THERMOPLASTIC)	350	LF	\$	\$
27	2'x13' PAINTED LONGITUDINAL BLOCKED CROSSWALK PER STD. DETAIL 477. COLOR AS SHOWN ON PLAN.	1,500	SF	\$	\$

**PROPOSAL**

For the construction of  
**HASTER STREET**  
**FROM 602' N/O ORANGEWOOD AVE. TO SOUTH**  
**CITY LIMITS**

Anaheim, California  
Adv.Dates: 1/19/12, 1/26/12 & 2/2/12  
Bid Date: 2/9/12

Account Numbers: 272-412-L147-7892  
502-521-3743-7865-1101230.01  
525-521-6768-7865-1001543.01

Bid Time: 2:00 P.M.

ITEM	DESCRIPTION	QTY.	UNIT	PRICE	TOTAL
28	DOUBLE YELLOW LINE PER COA STD. PLAN 453-A	700	LF	\$	\$
29	TWO-WAY LEFT TURN LANE PER COA STD. PLAN 454-C	2,000	LF	\$	\$
30	TURN ARROW (THERMOPLASTIC)	6	EA	\$	\$
31	8' LETTER LEGEND (THERMOPLASTIC)	20	EA	\$	\$

TOTAL AMOUNT IN NUMBERS: \_\_\_\_\_

TOTAL AMOUNT IN WORDS: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

The undersigned bidder certifies that he/she has thoroughly checked the figures set forth in this proposal, that they are correct to the best of his/her knowledge and constitutes his/her proposal for the work called out therein.

\_\_\_\_\_  
Signature of Bidder

\_\_\_\_\_  
Phone Number

\_\_\_\_\_  
Printed Name of Bidder

\_\_\_\_\_  
Company Name

The estimated quantities of work indicated in this Proposal are approximate only, being given solely as a basis for comparison of bids. The City does not expressly nor by implication agree that the actual amount of work will correspond therewith, but reserves the right to increase or decrease the amount of any item or portion of the work or to omit portions of the work as may be deemed expedient by the Engineer.

It is understood by Bidder that the City of Anaheim has the right to reject this proposal or to award a contract to the undersigned at the prices stipulated. If the proposal is rejected, then the enclosed check or bid bond shall be returned to the undersigned within thirty (30) days from the date thereof. If the proposal is accepted and the work is awarded and the undersigned shall fail to enter into a contract of the form and terms supplied by the City Engineer within twenty one (21) days after the agreement is delivered to him for signature, or within such further time as may be granted by the City Council, then said check shall be cashed or said bond declared forfeit and an amount equal to the difference between the lowest bid and the next lowest bidder who will execute a contract shall be paid into the treasury of the City of Anaheim as liquidated damages for the failure of the undersigned to comply with the terms of this proposal.

Accompanying this proposal is \_\_\_\_\_ (insert "\$\_\_\_\_\_ Cash", "cashier's check", "certified check", or "bidder's bond", as the case may be) in an amount equal to at least ten percent (10%) of the total bid.

The following is the name and place of business of the surety company which will furnish the required bonds as surety if the work is awarded to the undersigned:

\_\_\_\_\_  
Licensed in accordance with an act providing for the registration of contractors -- License No. \_\_\_\_\_ Classification \_\_\_\_\_ Expiration Date \_\_\_\_\_. In executing this proposal the bidder certifies being properly licensed to do the work and under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Signature of Bidder

\_\_\_\_\_  
\_\_\_\_\_

(If an individual, so state. If a firm or co-partnership, state the firm name and give the names of all individual co-partners composing the firm: President, Secretary, Treasurer, and Manager thereof.)

Dated: \_\_\_\_\_, 20 \_\_\_\_\_

\_\_\_\_\_  
Business Address

\_\_\_\_\_  
Phone Number



DESIGNATION OF SUB-CONTRACTORS

Submit with Proposal

In compliance with the Provisions of Section 4100-4107 of the Code of the State of California and any Amendments thereto, the undersigned certifies that he has used the sub-bids of the following listed sub-contractors in making up his bid, and that the sub-contractors listed will be used for the work for which they bid, subject to approval of the Engineer, and in accordance with the applicable provisions of the Specifications. If the bidder does not submit the names and addresses of sub-contractors, he shall be required to do the work with his forces. If no sub-contractors are listed, all bonds and insurance shall be written in the name of the general contractor only, and any liabilities arising through the operation of a sub-contractor shall not be covered by the bonds and insurance.

Item of Work	Sub-contractor	Complete Street Address	Phone No.
1. _____	_____	_____	_____
2. _____	_____	_____	_____
3. _____	_____	_____	_____
4. _____	_____	_____	_____
5. _____	_____	_____	_____
6. _____	_____	_____	_____
7. _____	_____	_____	_____
8. _____	_____	_____	_____
9. _____	_____	_____	_____
10. _____	_____	_____	_____
11. _____	_____	_____	_____
12. _____	_____	_____	_____

\_\_\_\_\_  
BIDDER'S NAME

\_\_\_\_\_  
AUTHORIZED SIGNATURE

## EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATES OF COMPLIANCE

As used in this Certificate, the word "Contract" shall mean either "Contract", or "Subcontract". The word "Contractor" shall mean either "Contractor" or "Subcontractor".

The undersigned Contractor certifies the following to the City of Anaheim:

### 1. COMPLIANCE REPORTS:

That if the Contractor has participated in a previous Contract subject to the rules and regulations on Equal Opportunity set forth in 41 Code of Federal Regulations Part 60-1, he has filed with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance of the United States Department of Labor, the appropriate Government Agencies or the Equal Employment Opportunity Commission all reports due under the applicable filing requirements, or if he has not he agrees to do so promptly and before any Contract is awarded.

### 2. NON-DISCRIMINATION:

During the performance of any Contract placed with him by the City of Anaheim, the Contractor agrees as follows:

1. The Contractor will not discriminate against any employee or applicant for employment because of, race, religion, sex, creed, color, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, creed, color, or national origins. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
2. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, religion, sex, creed, color or national origin.
3. The Contractor will send to each labor union or representative of workers with which he has a Collective Bargaining Agreement or other Contract or understanding, a notice advising the labor union or worker's representative of the Contractor's commitments under Section 202 of Executive Order Number 11246 of September 24, 1965, as amended, and shall post copies of the notices in conspicuous places available to employees and to applicants for employment.

4. The Contractor will comply with all provisions of Executive Order Number 11246 of September 24, 1965, as amended, and with the rules, regulations, and relevant orders of the Secretary of Labor.
5. The Contractor will furnish all information and reports required by Executive Order Number 11246 of September 24, 1965, as amended, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the Contracting Agency and the Secretary of Labor for purposes of investigations to ascertain compliance with such rules, regulations, and orders.
6. In the event of the Contractor's non-compliance with the nondiscrimination clauses of this Contract or with any of such rules, regulations, or orders, this Contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further City Executive Order Number 11246 of September 24, 1965, as amended, and such other sanctions may be imposed and remedies invoked as provided in Executive Order Number 11246 of September 24, 1965, as amended, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

3. **AFFIRMATIVE ACTION PROGRAM:**

Contractor's attention is directed to Section 60-1.40 of Title 41 of the Code of Federal Relations, related to Affirmative Action Compliance Programs, and applying to each Subcontractor with a Subcontract of \$50,000 or more and 50 or more employees.

Contractor certifies that he has developed and has on file at each of his establishments a written Affirmative Action Compliance Program, as is called for in section 60-1.40 of and pursuant to part 60-2 of Title 41 of the code of Federal Regulations, and that such Affirmative Action Compliance Program is current, or if it is not, within 120 days after receipt of any order, the undersigned firm agrees to develop and maintain a written Affirmative Action Compliance Program, for each of his facilities unless such firm is not required by law or regulation to develop such program.

4. CERTIFICATION OF NON-SEGREGATED FACILITIES:

The Contractor certifies that it does not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not permit its employees to perform their services at any locations, under its control, where segregated facilities are maintained. The bidder, offerer, applicant, or Subcontractor agrees that a breach of this Certification is a violation of the Equal Opportunity Clause of any Contract placed with it. As used in this Certification, the term "Segregated Facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, timeclocks, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees, which are segregated by explicit directive or in fact segregated on the basis of race, religion, sex, creed, color, or national origin because of habit, local custom or otherwise.

Contractor further certifies that it will obtain identical certifications from proposed Subcontractors prior to the award of Subcontracts exceeding \$10,000 covering the procurement of personal property and non-personal services (including construction).

CONTRACTOR'S FIRM NAME \_\_\_\_\_

ADDRESS \_\_\_\_\_

SIGNED \_\_\_\_\_

TITLE \_\_\_\_\_

DATE \_\_\_\_\_