



**Addendum No. 1 to
Request for Proposal No. 2865
Thompson Park – Phase II
Site Asphalt Replacement/New Concrete Construction**

The following additional information is provided:

1. Attachments 1-6 are available for download at http://cityoflompoc.com/departments/mansrv/purchasing/2865_RFPAttachments.pdf.
2. The pre-proposal job walk will be held on February 6, 2018 at 10:00 am at Thompson Park. The park is located on North R Street between Maple and College Avenues.
3. Question submittal period has been extended until 4:00 pm on February 7, 2018.

Sealed Proposals will be received per the attached specifications, until 2:00 p.m. on February 12, 2018. Proposals must be delivered to:

City of Lompoc
Purchasing Division
1300 West Laurel Avenue
Lompoc CA 93436-5163


It is the responsibility of the bidder to see that any proposal submitted shall have sufficient time to be received by the Purchasing Office prior to bid/proposal opening time. Late proposals will be returned to the bidder unopened. The receiving time in the Purchasing Office will be the governing time for acceptability of proposal. All proposals must bear original signatures and figures. Proposals received will not be publicly read aloud.

The only authorized City contact will be the Purchasing Officer listed below or other contact through Purchasing Office Staff, from the original issue date until the contract is awarded. Only information communicated by the Procurement Officer or his/her designee shall be the official position of the City. Interested bidders or their representatives are not allowed to communicate with City staff regarding this solicitation. If any bidder is found to be in violation of this provision, the City reserves the right to reject their bid.

Questions may be submitted, by written request, for an interpretation or correction thereof. Fax or email inquiries to: Adrienne Boyd, (805) 735-7628, a_boyd@ci.lompoc.ca.us. Questions must be submitted before 4:00 pm on February 7, 2018.

In order to be sure that you are listed as a "Registered Bidder" and advised of any changes please complete the "Registered Bidder Information Sheet" today before you prepare and send your bid. Not returning the Registered Bidder Information Sheet may be a reason for disqualification.

PROPOSALS WILL NOT BE ACCEPTED BY TELEPHONE OR FACSIMILE MACHINE.


Adrienne Boyd
Buyer

Purchasing Division 1300 West Laurel Avenue Lompoc CA 93436-5163
100 Civic Center Plaza Lompoc CA 93436-6916
Telephone: (805) 875-8000 FAX: (805) 735-7628
www.cityoflompoc.com

DATE: February 5, 2018



“Registered Proposer Information Sheet”
Addendum No. 1 to
Request for Proposal No. 2865
Thompson Park – Phase II
Site Asphalt Replacement/New Concrete Construction
***** Closing Date: February 12, 2018 at 2:00 P.M. *****

To stay informed of any changes or modifications to this bid, please print your information and fax the completed sheet to (805) 735-7628 or email to a_boyd@ci.lompoc.ca.us

(Please type or print)

Company Name	Signature Of Authorized Representative
Address	Name And Title (Please Print)
City, State And Zip Code	Email Address
Phone Number	Web Page
Fax Number	Date
Will you be attending the pre-proposal meeting on February 6, 2018 at 10:00 a.m. at Thompson Park?	<input type="checkbox"/> Yes <input type="checkbox"/> No

Purchasing Division 1300 West Laurel Avenue Lompoc CA 93436-5163
 100 Civic Center Plaza Lompoc CA 93436-6916
 Telephone: (805) 875-8000 FAX: (805) 735-7628
www.cityoflompoc.com

REQUIREMENTS FOR LETTERS OF QUALIFICATIONS

Your letters of qualifications should include the following information:

1. Name, address, and brief history of firm (Company Profile).
2. Resumes of key personnel to be assigned to this project.
3. Related building construction experience during the last three years. Specifically, incorporating an ADA/UFAS compliant design element to existing structures while utilizing a cost effective retrofit construction solution.
4. You are encouraged to note any recent prior relevant projects completed either for the City of Lompoc or within the City boundary limits for reference.

ATTACHMENT B**PRELIMINARY DESCRIPTION OF SERVICES DESIRED****PROJECT DESCRIPTION: Thompson Park – Phase II Site Asphalt Replacement/New Concrete Construction**

PROJECT OVERVIEW: The City of Lompoc is committed to making necessary improvements to aging infrastructure and facilities that serve our residents and the public. Recently, the City received Housing Related Parks Program Grant funding from the State of California Housing of Community Development Department to proceed with Phase II construction activities for Thompson Park located at 520 North S Street, Lompoc, CA. 934436.

This solicitation is for the removal of the existing deteriorated asphalt surface area on-site to be replaced with new concrete. The selected contractor is required to furnish all labor, materials, service, and equipment necessary to perform the duties as described herein. A complete scope of work is detailed below.

SCOPE OF WORK**TASK 1: DEMOLITION**

1. Remove 7,945 square feet of existing deteriorated asphalt surface area from the back of sidewalk at the corner of West Maple Avenue and North S Street; traveling WEST – 123' to and around the existing concession stand building and traveling NORTH – 272' to the concrete sidewalk edge near the public restroom facility.
2. Remove the two (2) existing dugouts located at each end of the softball field; including the existing concrete pad, bench seating, and CMU wall.
3. Remove the existing CMU bleacher seating area and attached CMU press box; including any associated footings.

Total Impermeable Surface Area to be removed: 9,614 Square Feet

Reference **ATTACHMENT 1 – Site Demo**

TASK 2: NEW CONCRETE

Full Concrete Replacement

4. Installation of new concrete to replace existing deteriorated asphalt surface area. This area is defined in three (3) separate sections as shown in **ATTACHMENT 2** for reference, includes new concrete pad sections for: 1. Two (2) new dugouts located at each end of the softball field with overhead shade cover, 2. New building pad for a new 10' x 20' Press Box (refer to **ATTACHMENT 3** for footing and slab details), 3. Footing details for two (x2) overhead shade structures located at new bleacher seating areas located at each end of the softball field and as shown in **ATTACHMENT 4** for reference.

New Concrete Surface Areas

a. Section 1: $272' \times 30'-6'' = 8,296$ Square Feet

b. Section 2: $93' \times 26''' = 2,418$ Square Feet

c. Section 3: Combined Area = 548 Square Feet

Total: 11, 262 Square Feet

5. Typical concrete slab to be 4" thick (unless otherwise noted), with #3 rebar @ 24" O.C. in both directions, over 2" of clean sand, over compacted native soil at 95%.

Refer to **ATTACHMENT 5** for further details.

6. The running slope of the new concrete surface area shall not be steeper than 1:20.

7. The cross slope of the main walking surface areas shall not be steeper than 1:48.

8. Refer to **ATTACHMENT 6 - Site Land Survey** for additional reference for existing grades and site elevations.

****Please Note:** In most areas, the new concrete will be framed and poured within the area that the existing boundary allows for (i.e. back of sidewalk to existing chain link fence). Other areas may require set curbing to adhere to item #'s 6 and 7 noted above. Those determinations will be addressed on-site on a case by case basis with the selected contractor and City Representative, marked out on-site, and processed through a Change Order to the original approved Purchase Order/Contract. For the purposes of this RFP process, all replacement is to be on an equal basis as described throughout this document.

9. Include cost estimate to install two (x2) City of Lompoc provided bleacher shade structure assemblies as shown in **ATTACHMENT 4**. FINAL locations of these structures will be coordinated with City Staff.

10. Include a Schedule of Values (total cost) on Company Letterhead in separate sealed envelope, for each of the following items in your RFP Bid response:

a) Demolition

b) New Concrete

c) Installation of Two (x2) Shade Structures for New Bleacher Area

11. Provide one original document and one digital copy in pdf on flash drive, CD or provide link to download from your website.

ATTACHMENT C**SCHEDULE OF DATES AND
REQUIREMENTS FOR SELECTION PROCESS**

ANTICIPATED TIME FRAME: Project Start Date – February 2018

Basis of Award

Selection of consultants shall be based upon demonstrated competence and upon professional qualifications and capacities necessary for the performance of services at a fair and reasonable price.

Each firm or individual will be judged according to the following:

- a. **Suitability of the Products (30%)** Services proposed to meet the needs of the City including:
 - i. Construction Services Proposed
 - ii. Quality Control Plan

- b. **Cost (30%)**:
 - i. Actual Construction Service Costs
 - ii. Financial Terms and Conditions
 - iii. Payment discounts

- c. **Vendor Experience and Qualifications (30%)**:
 - i. Knowledge Experience in the design of similar projects and the ability to incorporate innovative ADA designs elements to enhance functional use of existing buildings and infrastructure;
 - ii. or where feasible, create, plan, and propose new facility design elements best suited to meet the public needs.
 - iii. The possession of a valid contractor's license issued from the State of California.
 - iv. Experienced individual or staff, with function and successful design and construction applications for persons with disabilities as supported by reference calls and site visits.
 - v. Demonstrated ability to perform similar work satisfactorily as confirmed and evidenced by references
 - vi. Adherence to solicitation requirements.

- d. **Compliance with the RFP requirements and process specified in this section (10%)**:

The extent to which written proposal addresses line items specified in Scope of Services section of this request, cost and merits of the proposed work program.

Questions of References. References will be asked to rate vendor on a scale of 1-5, with 5 being the best, on the following areas:

- a. Did vendor have the knowledge, experience, expertise, etc. to perform work for your Agency?
- b. Did vendor strictly adhere to all Standards and/or Specifications of the job?
 - i. Were industry standards or requirements followed?
 - ii. Was the job completed on time and on budget?
 - iii. Would you rehire this vendor for additional work in the future?
 - iv. How would you rate this vendor overall?

The Committee's composite scores for all steps of the evaluation process will comprise the official record for the proposal evaluation process; individual evaluation records will not be available for public inspection at any point during or after the evaluation process.

The City may negotiate with, or require presentations of proposers who have a reasonable chance of selection based on the City's evaluation. Selection may be made, without negotiation, solely on the written submittals. The City of Lompoc reserves the right to reject all proposals.

Proposed Calendar which is subject to change	Date
Issue Solicitation RFP	1/31/18
Statement of Qualifications/Proposals Due Submittal Deadline	2/12/18
Selection and announcement of rating & finalist	2/14/18
Issue PO/Contract	2/16/18

The City of Lompoc reserves the right to reject all proposals. The successful proposal will be one that offers the City the best combination of directly related experience and fee.

City of Lompoc, Bidder References

List and describe fully the last three contracts performed by your firm that demonstrate your ability to provide the supplies, equipment, or services included with the scope of the Proposal specifications. Attach additional pages if required. The City reserves the right to contact each of the references listed for additional information regarding your firm's qualifications.

Reference No. 1	
Customer Name:	
Address:	
Contact Individual:	Phone No:
Contract Amount	Year:
Description of Supplies, Equipment, or Services Provided:	
Reference No. 2	
Customer Name:	
Address:	
Contact Individual:	Phone No:
Contract Amount	Year:
Description of Supplies, Equipment, or Services Provided:	
Reference No. 3	
Customer Name:	
Address:	
Contact Individual:	Phone No:
Contract Amount	Year:
Description of Supplies, Equipment, or Services Provided:	

GENERAL TERMS AND CONDITIONS

1. **ISSUANCE OF BID:** This bid request creates no obligation on the part of the City and the City reserves the unconditional right, at its option, to either reject all proposals or waive any irregularities or informalities therein.
2. **BID SUBMISSION:** Proposals must be mailed or delivered in sealed envelope and must be labeled with the *Name of Bidder, Bid Title, and Date and Time of Opening*. Prices shall be printed or typewritten. Mistakes may be crossed out and corrections printed adjacent and initialed by person signing the bid. Bidders must complete and return the Exceptions to Specifications page of the specification page(s) in order to be considered.
3. **MORE THAN ONE BID:** More than one bid is allowed.
4. **BID VALIDITY/WITHDRAWAL:** Prices shall remain valid for ninety (90) days from date of opening and be inclusive. Proposals submitted may be withdrawn by written request received BEFORE the hour set for opening. No bidder may withdraw their bid after the time set for opening.
5. **QUESTIONS:** Questions may be submitted, by written request, for an interpretation or correction thereof. Fax or email inquiries to: Adrienne Boyd, (805) 735-7628, a_boyd@ci.lompoc.ca.us.
6. **MATERIAL SAFETY DATA SHEETS:** When applicable, bidders shall conform to California Labor Code, Section 6360 and Title 8 CAC, Section 339 and 5194 and submit MSDS on hazardous substances with bid.
7. **LOWEST APPARENT BIDDER SUBMITTAL REQUIREMENTS:** The lowest apparent bidder may be required to submit the following:
 - a. Proof of authorized distributorship
 - b. A sample or demonstration of any product/unit offered. Samples and/or demonstration must be free of expense to the City.
 - c. City Business Tax number
 - d. PUC permit
 - e. Insurance requirements
 - f. Proof of driver training on hazardous substances
 - g. References
8. **QUANTITY ADJUSTMENT:** When applicable, it is mutually accepted that the quantities defined in this document reflect the approximate City requirements and may be adjusted. City may require and order or reorder more than the quantity listed here by mutual agreement with the prevailing vendor.
9. **COMPLIANCE WITH LAWS:** All proposals shall comply with current federal, state and local laws relative thereto, including applicable Federal and State Occupation Safety and Health laws and that Seller will indemnify and hold the Buyer harmless for any failure to so conform.
10. **CONTRACT LIMITATIONS:** Any resulting contract shall be limited to all terms and conditions herein, including any general and special conditions and instructions, purchase order or other documents issued by the City.
11. **NEW/UNUSED AND LATEST MODEL:** Bidders shall provide pricing on new and unused items, material and/or units specified unless otherwise stated in specifications.
12. **WARRANTIES:** Bidder will fully warrant all materials and equipment for a period of not less than one (1) year from date of final acceptance by the City unless otherwise noted. All warranties, standard and extended, shall be shown on any units offered, and all costs related to the servicing of said warranties shall be clearly stated on bid form.
13. **F.O.B. POINT AND SHIPPING CHARGES:** All prices shall be quoted F.O.B. destination Lompoc, California. Any and all shipping, handling and freight charges shall be shown separately and included in the bid unless otherwise noted on bid form. If there are no shipping or handling charges itemized they are assumed to be included in the base price offer and no charges will be paid separately.
14. **CANCELLATION:** Any agreement resulting from an award may be canceled by either party at any time upon thirty (30) days written notice. The City may cancel any agreement WITH CAUSE within ten (10) days written notice to supplier.
15. **LAWS GOVERNING CONTRACT:** The contract shall be in accordance with the laws of the State of California and the County of Santa Barbara is the only appropriate forum for any litigation. In the event a suit or action is instituted arising out of any contract, the prevailing party shall be entitled to receive, in addition to its cost, such sum as the court may adjudge reasonable as to attorney's fees and costs.
16. **TAXES (FEDERAL EXCISE/SALES OR USE/LOCAL PREFERENCE):** The City is exempt from Federal Excise Tax. All taxes, if applicable, shall be shown on bid form page. ALL TAXES; Sales, Use and

Local Preference will be a consideration in bid evaluation.

17. **MINORITY BUSINESS ENTERPRISES:** It is **the policy** of the City that minority business enterprises shall have the maximum opportunity to participate in the City's bidding requirements.

18. **EQUAL EMPLOYMENT OPPORTUNITY:** It is the policy of the City **to promote the full realization** of equal employment opportunity.

19. **BID PROTEST:** Interested parties wishing to protest City solicitation documents may obtain a copy of Lompoc Code, Title 3, Chapter 3.36.170 by calling the Purchasing Office at (805) 875-8000 or on the City's web site at:
<http://www.cityoflompoc.com/ManagementServices/purchasing/protest.pdf>.

20. **SELL OR ASSIGN:** Contractor shall not have the right to sell, assign or transfer any obligations resulting from the award without the specific written consent of the Purchasing and Materials Manager.

21. **REASONS FOR AUTOMATIC DISQUALIFICATION OF PROPOSALS:**

Failure of bidder to fulfill all basic requirements will result in automatic bid rejection. A Letter of Bid Disqualification is sent to bidder failing to meet any of the requirements. The checklist of reasons for rejection as follows:

- Failure to sign bid document.
- Failure to ensure bid was received by City of Lompoc Purchasing Offices on or before bid opening date and time and the address specified in the bid.
- Failure to provide bid security (if required and in the form and amount specified).
- Failure to attend mandatory bidders' conference or mandatory site inspection.

- Failure to initial price alterations for one or more items.
- Failure to provide information or other supplemental materials as specified in the RFP or bid.
- Failure to bid on all items when specifically required.

These items are self-explanatory and are applied equally and irrevocably to all vendors and their proposals. Therefore, bidders must be conscientious in fulfilling all requirements in order to have their proposals considered for award.

22. **ENTIRE AGREEMENT** Any Agreement resulting from this Bid will consist of the following documents, in order of precedence, and shall be the entire agreement between parties:

- a. Purchase Order
- b. CITY's Invitation to Bid
- c. Attachments
- d. CONTRACTOR's Bid

23. **TIME OF BID SUBMISSION:** Bids or Proposals shall be submitted so as to be received in the office designated in the request for proposals not later than the exact time set for opening of proposals. Lompoc City Code Section 2603.E. reads "Bid Opening. No bid shall be considered which has not been received at the place, and at or prior to the time, stated in the invitation for proposals." The official time clock for this bid will be the U. S. Naval Observatory (USNO):
<http://www.time.gov/index.html>

Solicitations opening at 2:00 p.m. PT will be considered late at 02:00:01 p.m. PT and will not be accepted or considered. The Purchasing and Materials Manager Agent or his representative designated as the bid opening official shall decide when the time set for bid opening has arrived, and so shall declare to those present. Proposals will be publicly opened and announced.



ATTACHMENT "A"
INSURANCE REQUIREMENTS
(Example)

The City of Lompoc requires that you furnish and maintain current certificates of insurance for the duration and term of that contract within the scope and limits of the Indemnity and Insurance Requirements listed here. The certificates and endorsements are to be signed by a person authorized by the insurers to bind coverage on their behalf.

You must secure the following insurance coverage to protect the City from claims brought against the City, employees, authorized representatives, agents, or third parties.

1. **Worker's Compensation Insurance in an amount not less than \$1,000,000** per occurrence as required by State of California statutes, and employer's liability insurance (including disease coverage). Insurer shall waive all rights of subrogation against the City, its employees, representatives, and agents.
2. **Automobile Liability Insurance** with coverage for any vehicle including those owned, leased, rented, or borrowed. This insurance shall have an endorsement naming the City as Additional Insured and with a standard cross-liability clause or endorsement. The limit amount for this insurance shall be not less than **\$500,000 per occurrence** combined single limit for bodily injury and property damage.
3. **General Liability Insurance** including premises and operations, products, completed operations, contractual liability, independent contractors, and broad form property damage coverages. This insurance shall be on a commercial insurance, occurrence form with an endorsement naming the City as Additional Insured and with a standard cross-liability clause or endorsement. The limit amount for this insurance shall be **not less than \$1,000,000** per occurrence combined single limit for bodily injury and property damage.
4. **You must provide evidence the insurance policy names the City and its officers, employees and representatives as additional insureds or a separate endorsement naming them as additional insureds** referencing your name and policy number. Examples of such endorsements are ISO CG 25 04 11 85, ISO CG 25 03 11 85, ISO CG 25 01 11 85.
5. The insurance policies described above shall include the following provisions or have added by endorsement:
 - a. The **coverages shall be primary**, and no other insurance or self-insurance such as may be utilized by the City shall contribute to a loss under these policies.
 - b. The policies shall not be canceled or materially altered without **30-days' prior written notice** to the City.
6. The insurers utilized shall conform to the following terms:
 - a. Insurers shall have at least an "A-" policyholder's rating and a "VII" financial rating in accordance with the most current Best's Key Rating Guide.
 - b. Vendor shall furnish the City, within ten (10) calendar days of receiving Notice of Award, or a Request for Insurance letter, and not less than two (2) working days prior to the commencement of the work, with adequate certificates of insurance and with original endorsements affecting coverage as will demonstrate that the provisions and/or requirements of this section have been complied with.

DATE: February 5, 2018



**Attachment B
PUBLIC WORK – PREVAILING WAGE JOB**

The City of Lompoc is a public agency. Contracts exceeding \$1,000 with the City are considered "Public Works" when they include services for construction, alteration, demolition or repair work, and maintenance services. The City has requested a quote or has contracted for the following project:

This is notice that contractor/s and subcontractor/s must register with the California Department of Industrial Relations (DIR) and that:

- This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.
- All contractors and subcontractors must furnish electronic certified payroll records directly to the Labor Commissioner (aka Division of Labor Standards Enforcement).

The project listed above requires payments of not less than the general prevailing rates for per diem wages, overtime work, legal holidays, other employee payments, and travel & subsistence if applicable, in the locality in which the work is to be performed for each craft, classification, or type of worker needed as required in the California Labor Code. Such rates of wages are on file with the Department of Industrial Relations and in the office of the District and are available to any interested party upon request.

Contractors shall promptly notify the City in writing, about any classifications of labor not listed in the prevailing wage determination but necessary for the performance of the work. Contractors will post a copy of the determination of prevailing rates at the job site(s).

Each contractor and subcontractor shall keep accurate payroll records, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by him or her in connection with the public work. Each payroll record shall contain or be verified by a written declaration that is made under penalty of perjury. The District requires hard copies of these records for verification, prior to making related payments to the contractor (this is in addition to the electronic reporting required by the DIR).

Confirm your intent to pay prevailing wages and that such wages are considered within your offer and specify the job classification(s) and hourly wage rate that is reflected in your offer for labor classifications performing the work. Indicate worker classifications for primary and any subcontractors.

- | | | | |
|--|--|---|--|
| <input type="checkbox"/> Asbestos | <input type="checkbox"/> Boilermaker | <input type="checkbox"/> Bricklayers | <input type="checkbox"/> Carpenters |
| <input type="checkbox"/> Carpet/Linoleum | <input type="checkbox"/> Cement Mason | <input type="checkbox"/> Drywall Finishers | <input type="checkbox"/> Drywall/Lathers |
| <input type="checkbox"/> Electricians | <input type="checkbox"/> Elevator Mechanic | <input type="checkbox"/> Glazier | <input type="checkbox"/> Iron Workers |
| <input type="checkbox"/> Laborers | <input type="checkbox"/> Millwrights | <input type="checkbox"/> Operating Engineer | <input type="checkbox"/> Painters |
| <input type="checkbox"/> Pile Drivers | <input type="checkbox"/> Pipe Trades | <input type="checkbox"/> Plasterers | <input type="checkbox"/> Roofers |
| <input type="checkbox"/> Sheet Metal | <input type="checkbox"/> Sound/Comm | <input type="checkbox"/> Surveyors | <input type="checkbox"/> Teamster |
| <input type="checkbox"/> Tile Workers | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |

(Use additional sheet if necessary)

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List any Subcontractors you intend to use for the Project:

Company Name		Contact Name
Address		
Telephone	Fax	Email
Contractor License Number	Designation	DIR Registration Number

By signing below the contractor has read and understands this document, that he is aware of the public work and prevailing wage requirements as set forth in the California Labor Code Sections 1720 et seq.; that he and each of his subcontractors is registered with the California DIR; and that he is 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 will comply with such provisions before commencing the performance of the work of this contract.

The contractor may also be required to furnish certificate(s) of liability and/or workers compensation insurances.

Representative Signature		Date
Print Name		Title
Company Name		Email
Address		
Telephone		Fax
Contractor License Number	Designation	DIR Registration Number

Additional information about these requirements and the new public works program regarding compliance monitoring, administration and enforcement of prevailing wage laws are available on the Department of Industrial Relations website at <http://www.dir.ca.gov/public-works/publicworks.html>.

DIR Proj ID:		Project #:		Contract #:	
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