



LAKE HAVASU CITY, ARIZONA
ADMINISTRATIVE SERVICES DEPARTMENT
◆ PROCUREMENT ◆

ITB B24-PW-101010-500430
CITY FUELING FACILITIES IMPROVEMENTS
ADDENDUM NO. ONE
November 8, 2023

Attention is called to the following changes, additions, clarifications and/or deletions to the original solicitation and they shall be taken into account in preparing submissions:

There is no change in the bid opening date. **Submissions are due no later than 3:00 p.m., Arizona Time, November 15, 2023**, at the City Clerk's Office, 2330 McCulloch Blvd. N., Lake Havasu City, AZ 86403.

SOLICITATION REVISIONS

| ITEM | ACTION | DESCRIPTION or ISSUE |
|---|---------|---|
| This project is partially funded via a grant through the United States Department of the Interior National Park Services and Arizona Department of Parks. Contractor is made aware of this requirement per this addendum. | | |
| 1 | Add | Appendix II Part of 200 Contract Provisions for Non-Federal Entity Contracts Under Federal Awards, attached herein. |
| 2 | Replace | Page Section 00300 titled Bid Proposal, replace with the attached titled Section 00300 Bid Proposal – Revised, Addendum No. 1: Anti-Lobbying Compliance Certificate (Added) |
| 3 | Add | Pre-Bid Agenda & Sign-In Sheet |
| 4 | Replace | Section 01210 titled Measurement and Payment, replace with the attached titled Section 01210 Measurement and Payment – Revised, Addendum No. 1. |
| 5 | Replace | An error was noted in the Notice Inviting Bids and on pages 00100-5 of the project specifications that states the Calendar Days for the project amount to 150 Calendar Days. There are actually 90 Calendar Days associated to the Base Bid portion of this project and additionally 90 Calendar Days will be added should Additive Alternate 1 be awarded. Please replace page 00100-5, attached to this Addendum. |

QUESTIONS & ANSWERS

The following questions were received from bidders. Answers are provided herein by the OWNER:

- Question:** *“Will Lake Havasu City perform their own fire inspections and approval of plans as opposed to some agencies that require the State Fire Marshal to do so? If State Fire Marshal this could impede project schedule dramatically due to delays.”*

Answer: The Lake Havasu City Fire Marshall will perform such inspections as needed.

2. **Question:** *“With the electric panels and shunt breakers being long lead items how do we meet the Calendar Day schedule?”*

Answer: Should a successful bid be received and awarded Lake Havasu City will issue a “Notice To Proceed for Materials” that will not cause the Calendar Days to start yet. Once materials are received the a “Notice To Proceed” will be issued.

3. **Question:** *“Since public works did the dirt work and ramp were there any moisture and compaction test completed?”*

Answer: The work the city performed in removing the existing overburden down to subgrade did not have moisture and compaction testing completed. Contractor will be required to provide such testing as final grade is established.

4. **Question:** *“Can we work on the 2 sites at the same time?”*

Answer: Yes you can.

5. **Question:** *“Is NEMA 3R an acceptable rating for the electrical gear for both sites? This is our recommendation as it fulfills the protection requirements for this environment.”*

Answer: NEMA 3R is acceptable for all electrical enclosures that are not within the NEC 514 rated area of the fueling and dispensing equipment.

6. **Question:** *“Does LHC prefer dusk to dawn light control for the site lighting, or motion sensing?”*

Answer: Provide motion sensors associated with each lighting pole. The motion sensing control does not need to interlock between the individual poles.

7. **Question:** *“On Sheet C-7 the is a key note 6 pointing to what appears to be a storm drain line. Please clarify?”*

Answer: The drawing erroneously contains 2 meaning for Note 6. Around the perimeter of the site, Note 6 indicates a 6-foot screen wall as described on the drawing. However, beneath the fueling pad, Note 6 indicates a 6” HDPE pipe between the oil water separator and the stormwater catch basin.

8. **Question:** *“Please clarify the scope of work on Bid Item 3 Concrete Pads.”*

Answer: See revised Section 01210 Measurement and Payment for a description of Bid Item 3.

9. **Question:** *“Please clarify Bid Item 13 Force Account. The words are written as Eighty Thousand Dollars however the numbers read \$50,000.00.”*

Answer: The force account for the base bid should be Eighty Thousand Dollars (\$80,000.00).

10. **Question:** *“Is there a structural design for the fueling tank foundations?”*

Answer: Yes. See attached drawing entitled “Concrete Equipment Pad – Type ‘H’”.

11. **Question:** *“Do you have a soils report for each site?”*

Answer: No. Contractor will be required to provide any soil testing necessary to complete the work.

12. **Question:** *“Please provide details for the fuel islands.”*

Answer: The intent is to use standard island forms with curb height nominal 6 inches, 4 feet wide with rounded ends and length as shown on the plans.

13. **Question:** *“Please provide more details for the wrought iron security fence.”*

Answer: An example is the Ameristar “Montage Industrial” security fence. Contractor to submit proposed fence for approval.

14. **Question:** *“What color is the CMU block? Is the block to be painted or sealed?”*

Answer: The screen wall should match the existing screen wall along Spezzano Way. Photo below:



15. **Question:** *“Is the block split faced, ground finish...?”*

Answer: Match the existing screen wall along Spezzano Way.

16. **Question:** *“Is there to be cap block on top of the block walls?”*

Answer: Yes.

17. **Question:** *“Please provide a footing schedule and details.”*

Answer: See attached drawing entitled “Screen Wall and Footing Details”.

18. **Question:** *“What is the reinforcing requirements for the footings and walls?”*

Answer: See attached drawing entitled “Screen Wall and Footing Details”.

19. **Question:** *“What is the permit status on the project?”*

Answer: The Contractor is responsible for obtaining all permits

20. **Question:** *“Is there waterproofing required on the retaining walls?”*

Answer: Yes, retaining walls should be bitumastic paint. Contractor to submit proposed material for approval.

21. **Question:** *“Are there any signage requirements beyond those required for the tanks?”*

Answer: There are no additional signage requirements.

DATE: 11/8/2023

BY: *Susie Fox*

Contract Specialist – ASD/Procurement

DocuSigned by:
Mike Wolfe
07C305CBA0714A6...

**THIS PROJECT HAS
AMERICAN RESCUE PLAN ACT
(ARPA)
FEDERAL FUNDING**

**APPENDIX II TO PART 200
CONTRACT PROVISIONS FOR
NON-FEDERAL ENTITY CONTRACTS UNDER
FEDERAL AWARDS
APPLY
TO THIS INVITATION TO BID SOLICITATION**

This content is from the eCFR and is authoritative but unofficial.

Title 2 - Grants and Agreements

Subtitle A - Office of Management and Budget Guidance for Grants and Agreements

Chapter II - Office of Management and Budget Guidance

Part 200 - Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards

- Source:** 85 FR 49543, Aug. 13, 2020, unless otherwise noted.
- Source:** 85 FR 49539, Aug. 13, 2020, unless otherwise noted.
- Authority:** 31 U.S.C. 503
- Source:** 78 FR 78608, Dec. 26, 2013, unless otherwise noted.

Appendix II to Part 200 - Contract Provisions for Non-Federal Entity Contracts Under Federal Awards

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

- (A) Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.
- (B) All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.
- (C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."
- (D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal - prime construction contracts in excess of \$2,000 awarded by non - provision for compliance with the Davis-Bacon Act - supplemented by Department of Labor - Applicable to Contract - statute

INTENTIONALLY REMOVE THIS PARAGRAPH (D) - American Rescue Plan Act (ARPA) - federal stimulus bill to aid public health and economic recovery from the COVID-19 pandemic - funded capital project. The Davis-Bacon Act related provision requirements does not apply.

**Appendix II to Part 200, Title 2 (up to date as of 4/10/2023)
Contract Provisions for Non-Federal Entity Contracts Under Fe...**

2 CFR Appendix-II-to-Part-200(E)

3, "Contractors and Subcontractors on Public Works"

Loans or Grants
prohibited
public works
Federal entity

INTENTIONALLY REMOVE THIS PARAGRAPH (D) - American Rescue Plan Act (ARPA) - federal stimulus bill to aid public health and economic recovery from the COVID-19 pandemic - funded capital project. The Davis-Bacon Act related provision requirements do not apply.

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- ...reported violations to the Federal awarding agency.
- (E) **Contract Work Hours and Safety Standards Act (40 U.S.C. 3701–3708).** Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
- (F) **Rights to Inventions Made Under a Contract or Agreement.** If the Federal award meets the definition of "funding agreement" under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.
- (G) **Clean Air Act (42 U.S.C. 7401–7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251–1387), as amended—**Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401–7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251–1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
- (H) **Debarment and Suspension (Executive Orders 12549 and 12689)—**A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.
- (I) **Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—**Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any

**Appendix II to Part 200, Title 2 (up to date as of 4/10/2023)
Contract Provisions for Non-Federal Entity Contracts Under Fe...**

2 CFR Appendix-II-to-Part-200(J)

other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

(J) See § 200.323.

(K) See § 200.216.

(L) See § 200.322.

[78 FR 78608, Dec. 26, 2013, as amended at 79 FR 75888, Dec. 19, 2014; 85 FR 49577, Aug. 13, 2020]

This content is from the eCFR and is authoritative but unofficial.

Title 2 – Grants and Agreements**Subtitle A – Office of Management and Budget Guidance for Grants and Agreements****Chapter II – Office of Management and Budget Guidance****Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards****Subpart C – Pre-Federal Award Requirements and Contents of Federal Awards**

Source: 85 FR 49539, Aug. 13, 2020, unless otherwise noted.

Authority: 31 U.S.C. 503

Source: 78 FR 78608, Dec. 26, 2013, unless otherwise noted.

§ 200.216 Prohibition on certain telecommunications and video surveillance services or equipment.

- (a) Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:
- (1) Procure or obtain;
 - (2) Extend or renew a contract to procure or obtain; or
 - (3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115–232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
 - (i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
 - (ii) Telecommunications or video surveillance services provided by such entities or using such equipment.
 - (iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.
- (b) In implementing the prohibition under Public Law 115–232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.

2 CFR 200.216 (up to date as of 6/15/2023)
Prohibition on certain telecommunications and video surveillance...

2 CFR 200.216(c)

(c) See Public Law 115-232, section 889 for additional information.

(d) See also § 200.471.

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Title 2 –Grants and Agreements

Subtitle A –Office of Management and Budget Guidance for Grants and Agreements

Chapter II –Office of Management and Budget Guidance

Part 200 –Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards

Subpart D –Post Federal Award Requirements

Procurement Standards

Source: 85 FR 49543, Aug. 13, 2020, unless otherwise noted.

Authority: 31 U.S.C. 503

Source: 78 FR 78608, Dec. 26, 2013, unless otherwise noted.

§ 200.322 Domestic preferences for procurements.

- (a) As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.
- (b) For purposes of this section:
 - (1) “Produced in the United States” means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
 - (2) “Manufactured products” means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

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Title 2 – Grants and Agreements

Subtitle A – Office of Management and Budget Guidance for Grants and Agreements

Chapter II – Office of Management and Budget Guidance

Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards

Subpart D – Post Federal Award Requirements

Procurement Standards

Source: 85 FR 49543, Aug. 13, 2020, unless otherwise noted.

Authority: 31 U.S.C. 503

Source: 78 FR 78608, Dec. 26, 2013, unless otherwise noted.

§ 200.323 Procurement of recovered materials.

A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.



ATTACHMENT NO. () LOBBYING CERTIFICATE

LAKE HAVASU CITY LOBBYING CERTIFICATION CERTIFICATION FOR FEDERAL AID CONTRACTS

Applies to: Federal-aid contractors, and consultants, as well as lower tier sub-contractors and sub-consultants

The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The prospective participant shall require that the language of this certification be included in the contract documents for all subcontractors and material suppliers at all tiers, and that all subcontractors and material suppliers shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The prospective participant certifies or affirms the truthfulness and accuracy of the contents of the statements submitted on or with this certification. In addition, the prospective participant understands and agrees that the provisions of 31 U.S.C. §3801 et al. are applicable to this certification.

Company: _____

Name: _____

Title: _____

Signature: _____

Date: _____

Per paragraph 2 above, complete and submit Standard Form-LLL, "[Disclosure Form to Report Lobbying](#)," if applicable.

**SECTION 00300
 BID PROPOSAL
 Revised, Addendum No. 1**

Lake Havasu City, Arizona

The undersigned, as bidder, declares that we have received and examined the documents entitled "**CITY FUELING FACILITIES IMPROVEMENTS, Project No. B24-PW-101010-500430**" and will contract with the Owner, on the form of Contract provided herewith, to do everything required for the fulfillment of the contract for the construction of the **CITY FUELING FACILITIES IMPROVEMENTS, Project No. B24-PW-101010-500430** at the prices and on the terms and conditions herein contained.

We agree that the Contract Documents include Volumes I and II of the Contract Documents as well as the referenced documents.

We agree that the following shall form a part of this proposal and are included herein as our submittal:

| <u>Section</u> | <u>Title</u> | <u>Enclosed</u> |
|----------------|---|-----------------|
| 00300 | Bid Proposal | ✓ _____ |
| 00310 | Bid Schedule | _____ |
| 00400 | Arizona Statutory Bid Bond | _____ |
| 00420 | Bidder's Statement of Qualifications | _____ |
| 00430 | Affidavit of Contractor Certifying That There Was No Collusion In Bidding For Contract | _____ |
| 00450 | Hazard Communication Program | _____ |
| 00460 | Employment Eligibility Verification Anti-Lobbying Compliance Certificate | _____ |

We acknowledge that addenda numbers _____ through _____ have been received and have been examined as part of the Contract Documents.

We certify that our proposal is genuine, and not sham or collusive, nor made in the interest or behalf of any undisclosed person, organization, or corporation, and that we have not directly or indirectly induced or solicited any other bidder to put in a sham bid, or directly or indirectly induced or solicited any other potential bidder to refrain from bidding, and that we have not in any manner sought by collusion to secure an advantage over any other bidder.

The bidder agrees that this Bid shall be good and may not be withdrawn for a period of ninety (90) calendar days after the scheduled closing time for receiving Bids.

Upon receipt of written notice of the acceptance of this bid, Bidder shall execute the formal Contract attached within 10 days and deliver a Performance Bond, Payment Bond, and Certificates of Insurance as required by Paragraph 25 of the General Conditions and the Special Provisions.



City Fuel Facility Project
Non-Mandatory Pre-Bid Meeting Agenda
Tuesday, October 31, 2023 @ 9:00 am

- 1.) Round table introduction and Sign-In Sheet.
- 2.) Project Plans and Specifications are available on City website and www.DemandStar.com.

- 3.) The scope of work includes, in general terms, the following:

The work involves constructing one (1) fueling facility, consisting of two (2) above ground fuel storage tanks, dispenser islands, and other appurtenances, including civil and electrical improvements; one (1) above ground storage fuel tank to supply a backup generator.

As an alternative additional bid item, construct an additional one (1) fueling facility, consisting of two (2) above ground fuel storage tanks, dispenser islands, and other appurtenances, including civil and electrical improvements

- 4.) Preparation and Submission of Bids:

- a. Found in section 00300.

- 5.) Contract Time:

- a. There are **150 Calendar days** allotted for the completion of the project.
- b. Bid Opening Date: November 15, 2023
- c. Anticipated Award Date: December 12, 2023
- d. Anticipated Contract Signing Date: December 19, 2023
- e. Anticipated Issuing NTP: December 20, 2023
- f. Anticipated Construction begin date: January 8, 2024
- g. Anticipated Completion date: May, 2024

- 6.) General questions?



City Fuel Facilities Improvements Project, 101010
 Non-Mandatory Pre-Bid Meeting Sign-In Sheet
 Tuesday, October 31st, 2023 @ 9:00 am

| Name | Organization | Phone Number | Email Address |
|----------------------|-----------------------|--------------|-----------------------------|
| JASON HART | LAKE HAVASU CITY | 928-412-6758 | hartj@lhaz.gov |
| DAN ADAMS | TSG Constructors | 623-680-7295 | d.adams@TSGconstructors.com |
| CHAYCE NAYLOR | AME ELECTRICAL | 480-356-0178 | chayce@AMEELECTRICAL.COM |
| Shanna Blakey (Team) | UTC | | |
| Sue Cox (Team) | UTC | | |
| Pink Edwards (Team) | Jusbi Engineering | | |
| Joel Kalk (Team) | Joel Kalk Engineering | | |
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SECTION 01210

MEASUREMENT AND PAYMENT

REVISED, ADDENDUM NO. 1

PART 1 - GENERAL

1.1 Description

The outline of measurement and payment in this section is intended to provide a general guideline to the Contractor in preparing bids and submitting pay requests. The listing of work included in each bid item is not intended to include all work, but is to provide general guidance to the Contractor for allocating costs. All work will be paid for on a unit price basis with payment made for the quantity of each item completed.

All materials required for construction shall be furnished by the Contractor unless specifically stated. Items not specifically measured and paid for shall be considered as subsidiary items required to complete the installation in accordance with the intent of the contract documents. The Contractor shall include in the unit price bid items, all costs associated with subsidiary items not being measured for payment.

1.2 Authority

Measurement methods delineated in the individual specification sections complement the criteria of this section. In the event of conflict, the requirements of the individual specification section govern.

Take all measurements and compute quantities. The Engineer will verify measurements and quantities.

1.3 Unit Quantities

Quantities indicated in the Bid Form are for bidding and contract purpose only. Quantities and measurements supplied or placed in the Work and verified by the Engineer shall determine payment.

If the actual Work requires more or fewer quantities than indicated, provide the required quantities at the unit prices contracted.

PART 2 – UNITS AND METHODS OF MEASUREMENT

2.1 General

All items that are included in the bid for measurement and payment are included herein. All other items of work shall be considered subsidiary to construction and will not be measured for payment.

Payment for each item shall include the work listed in Table 01210-1 for that item. The Contractor acknowledges that certain miscellaneous work items not described in Table 01210-1 are also part of that Bid item if necessary to complete the work. The intent of the total of the Bid items is to provide for all work, labor, equipment, transportation, and materials, complete, whether specifically mentioned or not, so to provide the Owner with new tested and functioning fueling facilities. The Contractor agrees to accept as full payment the sum of these Bid item unit prices as full compensation for all work required by these Contract Documents.

2.2 Units and Methods of Measurement

2.2.1 Mobilization, Bonds, and Insurance

The Contract Lump Sum Price for this item shall constitute full compensation for furnishing all materials, labor, equipment and tools for all required bonds, insurance, mobilization of staff and equipment, and any other costs associated with complying with the contract administrative requirements and commencing work at the project site. This item also includes all work and materials necessary to complete the work as described in the plans and specifications. **Payment for this item shall be lump sum and shall not be requested until at least thirty days from the notice to proceed has elapsed.**

Payment for this item shall be made in accordance with Table A.

TABLE A

| | |
|---|---|
| Payment for Mobilization on First Partial Payment | Not to exceed 2.5% of the Lump Sum Base Bid |
| Subsequent payments for Mobilization | Not to exceed 2.5% of the Lump Sum Base Bid |
| Payment For Mobilization on Final Partial Payment | Any remaining Mobilization in excess of 5% of the Lump Sum Base Bid |

2.2.2 Public Safety Fueling Facility – Site Work

The quantity for “Public Safety Fueling Facility – Site work” shall be lump sum.

The contract lump sum price for “Public Safety Fueling Facility – Site work”

measured for payment shall be full compensation for furnishing all materials, labor, equipment, and tools to complete all site work as described in the Plans and Specifications. Site work includes excavation, final grading, stormwater management components, curbs, gutters, access gates and gate motors, and bollards.

2.2.3 Public Safety Fueling Facility – Concrete Pads

The quantity for “Public Safety Fueling Facility – Concrete Pads” shall be 231 cubic yards.

The contract sum for “Public Safety Fueling Facility – Concrete Pads” measured for payment shall be full compensation for furnishing all materials, labor, equipment, and tools to construct concrete pads as described in the Plans and Specifications. Concrete pads include the fueling pad, two fuel islands, and two tank pads.

2.2.4 Public Safety Fueling Facility – Inlet Drive Street Access Entrances

The quantity for “Public Safety Fueling Facility – Inlet Drive Street Access Entrances” shall be for Each access entrance.

The contract sum for “Public Safety Fueling Facility – Inlet Drive Street Access Entrances” measured for payment shall be full compensation for furnishing all materials, labor, equipment, and tools to construct two access entrances on Inlet Drive as described in the Plans and Specifications.

2.2.5 Public Safety Fueling Facility – Spezzano Way Street Access Entrance

The quantity for “Public Safety Fueling Facility – Spezzano Way Street Access Entrances” shall be for Each access entrance.

The contract sum for “Public Safety Fueling Facility – Spezzano Way Street Access Entrances” measured for payment shall be full compensation for furnishing all materials, labor, equipment, and tools to construct one access entrance on Spezzano way as described in the Plans and Specifications.

2.2.6 Public Safety Fueling Facility – Asphalt

The quantity for “Public Safety Fueling Facility – Asphalt” shall be 3,038 square yards.

The contract sum for “Public Safety Fueling Facility – Asphalt” measured for payment shall be full compensation for furnishing all materials, labor, equipment, and tools to construct asphalt paving as described in the Plans and Specifications.

2.2.7 Public Safety Fueling Facility – Perimeter Screen Wall

The quantity for “Public Safety Fueling Facility – Perimeter Screen Wall” shall be 840 linear feet.

The contract sum for "Public Safety Fueling Facility – Perimeter Screen Wall" measured for payment shall be full compensation for furnishing all materials, labor, equipment, and tools to construct various types of screen wall as described in the Plans and Specifications.

2.2.8 Public Safety Fueling Facility – Spezzano Way Southern Screen Wall

The quantity for "Public Safety Fueling Facility – Spezzano Way Southern Screen Wall" shall be 360 linear feet.

The contract sum for "Public Safety Fueling Facility – Spezzano Way Southern Screen Wall" measured for payment shall be full compensation for furnishing all materials, labor, equipment, and tools to construct various types of screen wall as described in the Plans and Specifications.

2.2.9 Public Safety Fueling Facility – Gasoline and Diesel Tanks

The quantity for "Public Safety Fueling Facility – Gasoline and Diesel Tanks" shall be lump sum.

The contract sum for "Public Safety Fueling Facility – Gasoline and Diesel Tanks" measured for payment shall be full compensation for furnishing all materials, labor, equipment, and tools to construct two fuel tanks as described in the Plans and Specifications.

2.2.10 Public Safety Fueling Facility – Dispensers, Pumps, and Piping

The quantity for "Public Safety Fueling Facility – Dispensers, Pumps, and Piping" shall be lump sum.

The contract sum for "Public Safety Fueling Facility – Dispensers, Pumps, and Piping" measured for payment shall be full compensation for furnishing all materials, labor, equipment, and tools to construct fuel dispensers, fuel pumps, the Diesel Exhaust Fluid tank and pump, leak detection equipment, and underground fuel piping as described in the Plans and Specifications.

2.2.11 Public Safety Fueling Facility – Electrical

The quantity for "Public Safety Fueling Facility – Electrical" shall be lump sum.

The contract sum for "Public Safety Fueling Facility – Electrical" measured for payment shall be full compensation for furnishing all materials, labor, equipment, and tools to construct power supply and control equipment; light poles; and conduit for cameras and fiber lines (to be installed by Owner) as described in the Plans and Specifications.

2.2.12 Police Department Fuel Tank – All Work

The quantity for "Police Department Fuel Tank – All Work" shall be lump sum.

The contract sum for "Police Department Fuel Tank – All Work" measured for payment shall be full compensation for furnishing all materials, labor, equipment, and tools to demolish the existing tank, piping, vent, pad, and bollards; and construct a new concrete pad, 2,000-gallon double-walled diesel fuel tank with pump and dispenser hose, leak detection equipment, bollards, and power supply equipment as described in the Plans and Specifications.

2.2.13 Force Account Work

The lump sum quantity shown in the "Force Account" shall be included in the Bid Schedule. Only the OWNER shall determine the use of monies in the "Force Account".

The OWNER will authorize the use of monies in the Force Account by Change Order. Unused Force Account monies will be removed from the Cost of the Work by Change Order.

2.2.14 Public Works Fueling Facility – Mobilization, Bonds, and Insurance (Additional Alternate Bid Item)

The Contract Lump Sum Price for this item shall constitute full compensation for furnishing all materials, labor, equipment and tools for all required bonds, insurance, mobilization of staff and equipment, and any other costs associated with complying with the contract administrative requirements and commencing work at the Public Works Fueling Facility project site. This item also includes all work and materials necessary to complete the work at the Public Works Fueling Facility project site as described in the plans and specifications. **Payment for this item shall be lump sum and shall not be requested until at least thirty days from the notice to proceed has elapsed.**

Payment for this item shall be made in accordance with Table A.

2.2.15 Public Works Fueling Facility – Demolition (Additional Alternate Bid Item)

The quantity for "Public Works Fueling Facility – Demolition" shall be lump sum.

The contract sum for "Public Works Fueling Facility – Demolition" measured for payment shall be full compensation for furnishing all materials, labor, equipment, and tools to demolish asphalt concrete pavement, curbing, parking islands, and light poles (to be salvaged for reuse) as described in the Plans and Specifications.

2.2.16 Public Works Fueling Facility – Sitework (Additional Alternate Bid Item)

The quantity for "Public Works Fueling Facility – Site Work" shall be lump sum.

The contract lump sum price for "Public Works Fueling Facility – Site Work" measured for payment shall be full compensation for furnishing all materials, labor, equipment, and tools to complete all site work as described in the Plans and Specifications. Site work includes excavation, final grading, stormwater management components, curbs, gutters, access gates and gate motors, and bollards.

2.2.17 Public Works Fueling Facility – Concrete Pads (Additional Alternate Bid Item)

The quantity for "Public Works Fueling Facility – Concrete Pads" shall be 248 cubic yards.

The contract sum for "Public Works Fueling Facility – Concrete Pads" measured for payment shall be full compensation for furnishing all materials, labor, equipment, and tools to construct concrete pads as described in the Plans and Specifications. Concrete pads include the fueling pad, two fuel islands, and two tank pads.

2.2.18 Public Works Fueling Facility – Asphalt (Additional Alternate Bid Item)

The quantity for "Public Works Fueling Facility – Asphalt" shall be 2,866 square yards.

The contract sum for "Public Works Fueling Facility – Asphalt" measured for payment shall be full compensation for furnishing all materials, labor, equipment, and tools to construct asphalt paving as described in the Plans and Specifications.

2.2.19 Public Works Fueling Facility – Gasoline and Diesel Tanks (Additional Alternate Bid Item)

The quantity for "Public Safety Fueling Facility – Gasoline and Diesel Tanks" shall be lump sum.

The contract sum for "Public Works Fueling Facility – Gasoline and Diesel Tanks" measured for payment shall be full compensation for furnishing all materials, labor, equipment, and tools to construct two fuel tanks as described in the Plans and Specifications.

2.2.20 Public Works Fueling Facility – Dispensers, Pumps, and Piping (Additional Alternate Bid Item)

The quantity for "Public Works Fueling Facility – Dispensers, Pumps, and Piping" shall be lump sum.

The contract sum for "Public Works Fueling Facility – Dispensers, Pumps, and Piping" measured for payment shall be full compensation for furnishing all materials, labor, equipment, and tools to construct fuel dispensers, fuel pumps, the Diesel Exhaust Fluid tank and pump, leak detection equipment, and

underground fuel piping as described in the Plans and Specifications.

2.2.21 Public Works Fueling Facility – Electrical (Additional Alternate Bid Item)

The quantity for "Public Works Fueling Facility – Electrical" shall be lump sum.

The contract sum for "Public Works Fueling Facility – Electrical" measured for payment shall be full compensation for furnishing all materials, labor, equipment, and tools to construct power supply and control equipment; light poles; and conduit for cameras and fiber lines (to be installed by Owner) as described in the Plans and Specifications.

2.2.22 Force Account Work (Additional Alternate Bid Item)

The lump sum quantity shown in the "Force Account" shall be included in the Bid Schedule. Only the OWNER shall determine the use of monies in the "Force Account".

The OWNER will authorize the use of monies in the Force Account by Change Order. Unused Force Account monies will be removed from the Cost of the Work by Change Order.

Table 01210-1

| Bid Item | Payment Includes |
|--|--|
| Mobilization, Bonds, Insurance | As specified in Section 01210. |
| Public Safety Fueling Facility – Site Work | Excavation, final grading, stormwater management components, curbs, gutters, access gates and gate motors, and bollards. |
| Public Safety Fueling Facility – Concrete Pads | Fueling pad, two fuel islands, and two tank pads. |
| Public Safety Fueling Facility – Inlet Drive Street Access Entrances | Two access entrances on Inlet Drive. |
| Public Safety Fueling Facility – Spezzano Way Street Access Entrance | One access entrance on Spezzano way. |

| | |
|--|--|
| Public Safety Fueling Facility – Asphalt | Asphalt paving in accordance with the Plans and Specifications. |
| Public Safety Fueling Facility – Perimeter Screen Wall | 6-foot tall screen wall, including retaining wall where noted. |
| Public Safety Fueling Facility – Spezzano Way Southern Screen Wall | 6-foot tall fence atop existing retaining wall. |
| Public Safety Fueling Facility – Gasoline and Diesel Tanks | One 12,000-gallon gasoline AST and one two-compartment diesel tank (10,000-gallons/2,000-gallons), both with access platforms, and submersible fuel pumps. |
| Public Safety Fueling Facility – Dispensers, Pumps, and Piping | Two 2-hose gasoline dispensers, two 2-hose diesel dispensers, 400-gallon Diesel Exhaust Fluid tank with dispenser, and underground fuel piping. |
| Public Safety Fueling Facility – Electrical | Power supply conduit and cable, distribution panel and main disconnect, four twin light poles on fuel islands, three light poles at access gates, power conduit and cable from the distribution panel to |
| Police Department Fuel Tank – All Work | Demolition of existing tank, piping, vent, pad, and bollards; installation of new 2,000-gallon AST with pump and dispenser; leak detection equipment, bollards, and power supply equipment. |
| Force Account Work | As specified in Section 01300. |
| Public Works Fueling Facility – Mobilization, Bonds, and Insurance (Additional Alternate | As specified in Section 01210. |
| Public Works Fueling Facility – Demolition (Additional Alternate Bid Item) | Sawcut pavement, remove existing curbs, islands, light poles, and pavement. |
| Public Works Fueling Facility – Sitework (Additional Alternate Bid Item) | Excavation, final grading, stormwater management components, curbs, gutters, access gates and gate motors, and bollards. |

| | |
|---|--|
| Public Works Fueling Facility – Concrete Pads (Additional Alternate Bid Item) | Fueling pad, two fuel islands, and two tank pads. |
| Public Works Fueling Facility – Asphalt (Additional Alternate Bid Item) | Asphalt paving in accordance with the Plans and Specifications. |
| Public Works Fueling Facility – Gasoline and Diesel Tanks (Additional Alternate Bid Item) | One 12,000-gallon gasoline AST and one two-compartment diesel tank (10,000-gallons/2,000-gallons), both with access platforms, and submersible fuel pumps. |
| Public Works Fueling Facility – Dispensers, Pumps, and Piping (Additional Alternate Bid Item) | Two 2-hose gasoline dispensers, two 2-hose diesel dispensers, 400-gallon Diesel Exhaust Fluid tank with dispenser, and underground fuel piping. |
| Public Works Fueling Facility – Electrical (Additional Alternate Bid Item) | Power supply conduit and cable, distribution panel and main disconnect, four twin light poles on fuel islands, three light poles at access gates, power conduit and cable from the distribution panel to |
| Force Account Work (Additional Alternate Bid Item) | As specified in Section 01300 |

****END OF SECTION 01210****

14. OBLIGATION OF THE BIDDER

At the time of the opening of Bids, each Bidder will be presumed to have inspected the site and to have read and to be thoroughly familiar with the Plans and Contract documents (including all Addenda, if applicable). The failure or omission of the Bidder to examine any form, instrument or document, or site changes due to natural causes, shall in no way relieve any Bidder from any obligation in respect to his Bid. Site changes due to natural causes prior to Bid opening shall not be cause for Bid alteration or withdrawal.

15. TIME OF COMPLETION AND LIQUIDATED DAMAGES

The Bidder must agree to commence work on or before a date to be specified in a written "Notice to Proceed" from the Owner, and to complete the work within **90 calendar days** of the date of the Notice to Proceed.

The Bidder further agrees to pay as liquidated damages, the sum indicated in the following Schedule of Liquidated Damages for each consecutive calendar day thereafter, plus any additional costs incurred by the Engineer as provided in Section 17 of the General Conditions, that the Contract remains incomplete. For the purposes of determining the Liquidated Damages for the project, the Original Contract Amount shall be that which is included in the Contract between the Owner and the Contractor for the project.

| SCHEDULE OF LIQUIDATED DAMAGES | | |
|---------------------------------------|------------------|----------------------------|
| Original Contract Amount | | Daily Charges |
| From More Than | To and Including | Calendar Day or Fixed Rate |
| 0 | 25,000 | 210 |
| 25,000 | 50,000 | 250 |
| 50,000 | 100,000 | 280 |
| 100,000 | 500,000 | 430 |
| 500,000 | 1,000,000 | 570 |
| 1,000,000 | 2,000,000 | 710 |
| From More Than | To and Including | Calendar Day or Fixed Rate |
| 2,000,000 | 5,000,000 | 1,070 |
| 5,000,000 | 10,000,000 | 1,420 |
| 10,000,000 | ---0--- | 1,780 |

6" MIN, TYP UNLESS NOTED OTHERWISE ON PLANS

3/4" CHAMFER, TYP

THICKENED EDGE OF SLAB ALL AROUND

#5@12" EW T&B

EQUIPMENT

CONCRETE ANCHORS, SEE NOTE

FINISH GRADE

10" MIN

4"

1'-0" MIN

1
1.5

6" MIN

2 - #5 CONT

NOTE:

WHEN ANCHORAGE OF EQUIPMENT TO PAD IS REQUIRED, USE CONCRETE ANCHORS SPECIFIED.

TYPE 'H'

CONCRETE EQUIPMENT PAD - TYPE 'H'

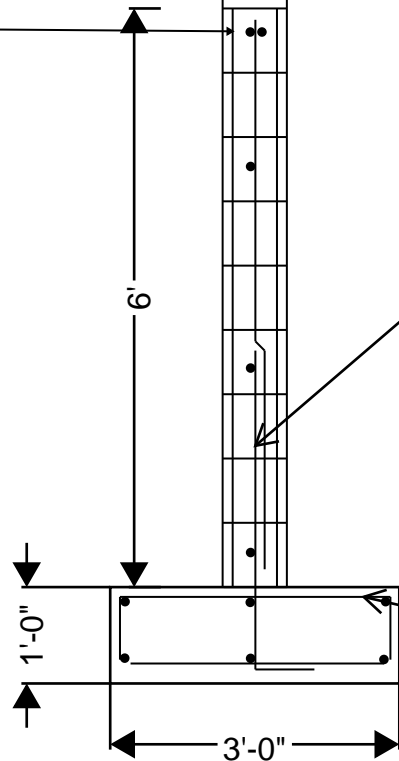
NTS

© CH2M HILL
NOTE TO DESIGNER:

0330-056H

1 ADDITIONAL #5
HORIZONTAL AT
TOP OF WALL

CAP BLOCK

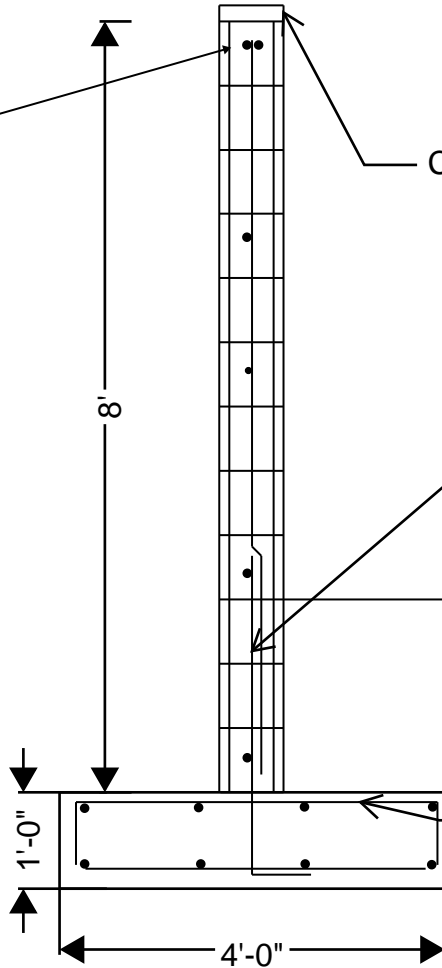


CMU WALL
REINFORCING IS #5
@ 32" VERT, AND #5
@ 24" HORIZONTAL.
SOLID GROUT
WALL

#5 @ 12" EACH
WAY, TOP AND
BOTTOM. PLACE
BOTTOM MAT 3"
CLEAR AND TOP
MAT 2" CLEAR

1 ADDITIONAL #5
HORIZONTAL AT
TOP OF WALL

CAP BLOCK



CMU WALL
REINFORCING IS #5
@ 32" VERT, AND #5
@ 24" HORIZONTAL.
SOLID GROUT
WALL

#5 @ 12" EACH
WAY, TOP AND
BOTTOM. PLACE
BOTTOM MAT 3"
CLEAR AND TOP
MAT 2" CLEAR

SCREEN WALL AND FOOTING DETAILS