



**City of Phoenix
Office of the City Engineer
Design and Construction Procurement**

**PROJECT NOS. ND30010030 / PA75200609
WEST PLAZA PARK RENOVATION
COMMUNITY DEVELOPMENT BLOCK GRANT
DESIGN-BID-BUILD**

RFX 6000001150

ADDENDUM NO. 1

ISSUE DATE: November 22, 2021

Bidders are hereby notified that the Bidding and Contract Documents for the above project, for which Bids are to be received on **Tuesday, November 30, 2021**, are amended as follows:

SPECIFICATIONS

- The bid date contained in the Call For Bids is changed to read:

“Tuesday, December 7, 2021 at 2:00 PM”

Q1.	Material pricing changes daily, and with expected price increases to be happening in the coming months, what is the projected NTP/Start date, and how will price escalation in regard to contract/start date be addressed? May a price escalation allowance be established for all to use?
A1.	The projected NTP start date may be the first week of February 2022. There is an Owner’s Allowance listed in the Bid Tabs. Price escalation request is on a case-by-case basis and will be evaluated and approved or denied by City Engineer.
Q2.	The requirements for Affirmative Action provide goals for minority and female participation for the project. The Phoenix/Maricopa County Areas has goals of 15.8% for Minority and 6.9% for Female firms. Are these goals required to be met for the project or will proof of outreach be acceptable if not met?
A2.	For this project, Community Development Block Grant does not have any threshold or goals for Affirmative Action.
Q3.	The Bid Proposal form states the project to be completed in 170 calendar days. Does this time period include the procurement of materials for the project? Classic Recreation ramadas are currently being quoted at 36-week (252 day) delivery timeframes.
A3.	Given the current supply chain issues, documented long lead time may be considered in adjusting the project duration after the bid opening.
Q4.	Is the Bid Proposal cost breakdown required to be submitted on bid day? May this 97 line items unit cost breakdown be submitted after award by the selected bidder?
A4.	The Bid Proposal cost breakdown must be included with the Bid Package per the Bid Submittal List on the due date.
Q5.	With the STANDARD RISK level designation of the project, will any badging be required in

	addition to background screening?
A5.	The risk level has been revised to Maximum Risk. No Badging is required.
Q6.	Due to LEED efforts of separating refuse and designating washdown area, is the intent to get LEED certification? Will Contractor need to register for any certifications if so?
A6.	No LEED certification required.
Q7.	Looking at the Plans on page 22 HS-3.07, the Ramadas seem to be listed as Alternates 1-5. Where on the bid form would those be listed? Is there possibly an Addenda updating the bid form that I do not see?
A7.	The Bid Proposal pages P-2, P-3, P-4, and P-5 are deleted and replaced with the attached revised Bid Proposal (P-2 thru P-6).

1. Delete the following section in entirety and replace with the following section:
 - a. Delete I.F.B., Section T, CONTRACTOR AND SUBCONTRACTOR WORKER BACKGROUND SCREENING, Pages 8 and 9 and replace with the following I.F.B., Section. T. CONTRACTOR AND SUBCONTRACTOR WORKER BACKGROUND SCREENING:

T. CONTRACTOR AND SUBCONTRACTOR WORKER BACKGROUND SCREENING

Contractor agrees that all Contractor’s and subcontractors’ workers (collectively “Contract Worker(s)”) pursuant to this Agreement will be subject to background and security checks and screening (collectively “Background Screening”) at Contractor’s sole cost and expense, unless otherwise provided for in the scope of work. Contractor’s background screening will comply with all applicable laws, rules and regulations. Contractor further agrees that the background screening is necessary to preserve and protect the public health, safety and welfare. The City requires a completed Contract Worker Badge/Key/Intrusion Detection Responsibilities Agreement for each Contract Worker who requires a badge or key.

Background Screening Risk Level: The City has established two levels of risk: Standard and Maximum risk. The current risk level and background screening required is **MAXIMUM LEVEL**. If the scope of work changes, the City may amend the level of risk, which could require the Contractor to incur additional contract costs to obtain background screens.

Terms of This Section Applicable to all Contractor’s Contracts and Subcontracts: Contractor will include Contract Worker background screening in all contracts and subcontracts for services furnished under this agreement.

Materiality of Background Screening Requirements; Indemnity: The background screening requirements are material to City’s entry into this agreement and any breach of these provisions will be deemed a material breach of this contract. In addition to the indemnity provisions set forth in this agreement, Contractor will defend, indemnify and hold harmless the City for all claims arising out of this background screening section including, but not limited to, the disqualifications of a Contract Worker by Contractor. The background screening requirements are the minimum requirements for the Agreement. The City in no way warrants that these minimum requirements are sufficient to protect Contractor from any liabilities that may arise out of the Contractor’s services under this Agreement or Contractor’s failure to comply with this section. Therefore, Contractor and its Contract Workers will take any reasonable, prudent and necessary measures to preserve and protect public health, safety and welfare when providing services under this Agreement.

Continuing Duty; Audit: Contractor’s obligations and requirements will continue throughout the entire term of this Agreement. Contractor will maintain all records and documents related to all background screenings and the City reserves the right to audit Contractor’s records.

BACKGROUND SCREENING – MAXIMUM RISK:

The current risk level and background screening required is **MAXIMUM RISK**.

A maximum risk background screening will be performed every five years when the Contract Worker’s work assignment will:

- work directly with vulnerable adults or children, (under age 18); or
- any responsibility for the receipt of payment of City funds or control of inventories, assets, or records that are at risk of misappropriation; or
- unescorted access to:
 - City data centers, money rooms, high-value equipment rooms; or
 - unescorted access to private residences; or
 - access to critical infrastructure sites/facilities; or
- direct or remote access to Criminal Justice Information Systems (CJIS) infrastructure.

Requirements: The background screening for maximum risk level will include a background check for real identity/legal name and will include felony and misdemeanor records from any county in the United States, the State of Arizona, plus any other jurisdiction where the Contractor worker has lived at any time in the preceding seven years from the Contract Worker's proposed date of hire. In addition, Maximum screening levels may require additional checks as included herein, depending on the scope of work, and may be amended if the scope of work changes.

Additional Maximum Risk Background Checks: Maximum screening will additionally require:

- Fingerprint verification (when Contract Worker is working directly with children or vulnerable adults or scope takes the individual to a City location with Criminal Justice Information System (CJIS) access.)

Maximum Risk Background Criminal Justice Information Services (CJIS) Check Must Include:

- Criminal records - Conviction of a misdemeanor(s) (not including traffic or parking violation) or felony(ies).
- Sexual offender search
- All outstanding warrants
- Currently the focus of a criminal investigation
- Currently on parole or probation

Contractor Certification; City Approval of Maximum Risk Background Screening: Unless otherwise provided for in the Scope of Work, Contractor will be responsible for:

- determining whether Contract Worker(s) are disqualified from performing work for the City for maximum risk level background checks; and,
- submitting pass/fail results to the City for approval; and,
- reviewing the results of the background check every three to five years, dependent on scope; and,
- to engage in whatever due diligence is necessary to make the decision on whether to disqualify a Contract Worker; and,
- Submitting the list of qualified Contract Workers to the contracting department; and,
- If, upon review of the background information, the City will advise the Contractor if it believes a Contract Worker should be disqualified. The Contractor will evaluate the Contract Worker and if the Contractor believes that there are extenuating circumstances that suggest that the person should not be disqualified, the Contractor will discuss those circumstances with the contracting department. The contracting department decision on disqualification of a Contract Worker is final.
- For sole proprietors, the Contractor must comply with the background check for himself and any business partners, or members or employees who will assist on the contract and for whom the requirements of the Agreement apply.
- By executing this agreement, Contractor certifies and warrants that Contractor has read the background screening requirements and criteria in this section, and that all background screening information furnished to the City is accurate and current.
- The City final documented decision will be an "approve" or "deny" for identified Contract Workers.
- The City will not keep records related to background checks once they are confirmed. Information to verify the results will be returned to the Contractor, or any contracted agency that assists with review, after the City's completed review.
- By executing this agreement, Contractor further certifies and warrants that Contractor has satisfied all such background screening requirements for the maximum risk background screening, and verified legal worker status, as required.
- Contract Workers will not apply for the appropriate City of Phoenix identification and access badge or keys until Contractor has received the City's written acceptance of Contract Worker's maximum risk background screening. The City may, in its sole discretion, accept or reject any or all the

Contract Workers proposed by Contractor for performing work under this Agreement. A Contract Worker rejected for work at a maximum risk level under this agreement will not be proposed to perform work under other city contracts or engagements without city's prior written approval.

The background checks will be conducted prior to any employee entering to work and will be based upon information provided to the Police Department including, but not limited to: name, address, date and place of birth, social security number, INS number if applicable, and a copy of a valid photo identification. The information will be provided to the Neighborhood Services Department at least five business days (excluding weekends and holidays) in advance of the need for access. The form will be provided by Neighborhood Services Department. A designated Neighborhood Services Department representative will conduct the security check.

The City may, at any time, in its sole discretion, refuse to allow an employee access to an area for any of the following reasons, but not limited to:

- Conviction of a felony.
- Conviction of a misdemeanor (not including traffic or parking violation).
- Any outstanding warrants (including traffic and parking violations).
- A person currently on parole or probation.
- A person currently involved in an investigation.

CONFIDENTIALITY AND DATA SECURITY: All data, regardless of form, including originals, images and reproductions, prepared by, obtained by, or transmitted to Contractor in connection with this Agreement is confidential, proprietary information owned by the City, unless otherwise agreed upon within this Agreement. Except as specifically provided in this Agreement, the Contractor shall not disclose data generated in the performance of the service to any third person without the prior written consent of the City Manager or his/her designee.

SECURITY INQUIRIES: Contractor acknowledges that all of the employees that it provides pursuant to this Contract shall, at Contractor's expense, be subject to background and security checks and screening at the request of the City. Contractor shall perform all such security inquiries and shall make the results available to the City for all employees considered for performing work (including supervision and oversight) under this Contract. City may make further security inquiries. Whether or not further security inquiries are made by the City, City may, at its sole, absolute and unfettered discretion, accept or reject any or all the employees proposed by the Contractor for performing work under this Contract. Employees rejected by the City for performing services under this Contract may still be engaged by Contractor for other work not involving the City. An employee rejected for work under this Contract shall not be proposed to perform work under other City contracts or engagements without the City's prior approval.

The City, in its sole discretion, reserves the right, but not the obligation to:

- require an employee/prospective employee of the Contractor to provide fingerprints and execute such other documentation as may be necessary to obtain criminal justice information pursuant to A.R.S. 41-1750 (G) (4);
- act on newly acquired information whether or not such information should have been previously discovered;
- unilaterally change its standards and criteria relative to the acceptability of Contractor's employees and/or prospective employees; and
- object, at any time and for any reason, to an employee of Contractor performing work (including supervision and oversight) under this Agreement. Contractor will bear the costs of all inquiries requested by the City.

Bid Proposal

1. Delete the Bid Proposal pages P-2 through P-5 (4 pages) and replace with the attached Bid Proposal pages P-2 through P-5.

NOTE: Bidders must acknowledge receipt of this Addendum by listing the number and date, where provided, on the PROPOSAL P-1.

Attachments:
Bid Proposal pages P-2 thru P-6 (5 pages)

END OF ADDENDUM

Aaron Allan, PLA, ASLA
Vice President-Principal Landscape Architect
J2 Engineering & Environmental Design, LLC



**CITY OF PHOENIX
BID PROPOSAL**

**PROJECT NOS. ND30010030 / PA75200609
West Plaza Park Renovation (CDBG)
6549 N. 43rd Avenue**

ITEM NO.	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL
1	Construction Stakes, Lines and Grades and Asbuilts	LS	1		
2	Maintenance of Traffic	LS	1		
3	Storm Water Pollution Prevention Plan, Maintenance and Permits	LS	1		
4	Mobilization/Demobilization	LS	1		
5	Sawcut, Remove & Replace 2 Feet Wide Asphalt Pavement	SY	7		
6	Saw cut and Remove Concrete Roll Curb	LF	28		
7	Remove Concrete Sidewalk	SF	1,919		
8	Salvage Drinking Fountain and Remove Sump	EA	1		
9	Salvage Sign and Post	EA	3		
10	Salvage BBQ Grill	EA	1		
11	Salvage Trash Can and Post	EA	6		
12	Salvage Bench	EA	1		
13	Remove Light Poles (2) & Their Bases, Conductors, and Electrical Cabinet - Sht E1.0	LS	1		
14	Salvage Irrigation Controller, Sprinkler Heads, and Control Valves - Sht D-1.01	LS	1		
15	Remove Chainlink Backstop	EA	1		
16	Salvage Backflow Device and Cage	EA	1		
17	Remove Concrete Containment Curb	LF	250		
18	Remove Concrete Entry Monument	EA	1		
19	Remove Vertical Curb & Gutter	LF	12		
20	Remove Existing Tree	EA	3		
21	Turf Eradication	SF	61,640		
22	Earthwork (12" Over Excavation & Import Material)	LS	1		
23	Earthwork (Lime Stabilized)	LS	1		
24	Concrete Roll Curb Per Mag Std. Dtl. 220-1 Type D	LF	28		
25	Concrete Accessible Ramp, Per Dtl. 1, Sht. GD-3.02	EA	1		
26	Provide New Pedestrian Safe Meter Box and Adjust to Grade	EA	1		
27	1" Reduce Pressure Backflow Assembly, Per Dtl. 2, Sht. W-1.01	EA	3		
28	1" Ball Valve Assembly, Per Dtl. 1, Sht. W-1.01	EA	4		
29	1" Waterline (PVC Sch 40) with Tracer Wire, Per Sht. W-1.01	LF	429		
30	2" PVC Sch 40 Sleeve, Per Dtl. 3, Sht. W-1.01	LF	69		
31	Trees (36" Box), Per Dtl. 1, Sht. LS-4.01	EA	59		

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ITEM NO.	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL
32	Shrubs (5 Gallon), Per Dtl. 3, Sht. LS-4.01	EA	417		
33	Salvage and Replant Existing Tree	EA	1		
34	Decomposed Granite, Per Dtl. 2, Sht. LS-4.01	SF	61,651		
35	Stabilized Decomposed Granite, Per Dtl. 3, Sht. HS-3.10	SF	3,688		
36	Turf (Sod)	SF	109,145		
37	Playground Engineered Wood Fiber	SF	1,372		
38	Topsoil Amendment (Allowance)	LS	1	\$15,000.00	\$15,000.00
39	2" Reduced Pressure Backflow Prevention Unit with Enclosure & Pad, Per Dtl. 1, Sht. IR.301	EA	1		
40	Irrigation Pedestal Mount Controller Per Dtl. 2, Sht. IR-3.01 (32 Stations)	LS	1		
41	2" Master Valve, Per Dtl. 3, Sht. Ir-3.01	EA	1		
42	2" Flow Sensor, Per Dtl. 3, Sht. Ir-3.01	EA	1		
43	3" Gate Valve Assembly, Per Dtl. 4, Sht. IR-3.01	EA	1		
44	2" Isolation Ball Valve, Per Dtl. 17, Sht. IR-3.02	EA	1		
45	1.25" Ball Valve Assembly, Per Dtl. 17, Sht. IR-3.02	EA	8		
46	1" Quick Coupler Assembly, Per Dtl. 5, Sht. IR-3.01	EA	7		
47	1" Turf Brass Electric Control Valve Assembly, Per Dtl. 6, Sht. IR-3.01	EA	1		
48	2" Turf Brass Electric Control Valve Assembly, Per Dtl. 6, Sht. IR-3.01	EA	14		
49	1" Drip Electric Control Valve Assembly with Filter & Pressure Regulator, Per Dtl. 7, Sht. IR-3.01	EA	10		
50	Turf Rotor Assembly, Per Dtl. 8, Sht. IR-3.02	EA	106		
51	Multi-Outlet Emitter Assembly, Per Dtl. 10, Sht. IR-3.02	EA	176		
52	Single Outlet Emitter Assembly Per Dtl. 9, Sht. IR-3.02	EA	417		
53	Lateral Flush End Cap, Per Dtl. 12, Sht. IR-3.02	EA	23		
54	1.25" Schedule 40 PVC Pipe Mainline, Per Dtl. 13, Sht. IR-3.02	LF	489		
55	2.5" Schedule 40 PVC Pipe Mainline Per Dtl. 13, Sht. IR-3.02	LF	333		
56	3" Class 200 PVC Ring-Tite Mainline Pipe Per Dtl. 13 & 14, Sht. IR-3.02	LF	334		
57	.75" Schedule 40 PVC Pipe, Per Dtl. 13, Sht. IR-3.02	LF	7,980		
58	1" Schedule 40 PVC Pipe, Per Dtl. 13, Sht. IR-3.02	LF	1,516		
59	1.25" Schedule 40 PVC Pipe, Per Dtl. 13, Sht. IR-3.02	LF	1,455		
60	1.5" Schedule 40 PVC Pipe, Per Dtl. 13, Sht. IR-3.02	LF	516		
61	2" Schedule 40 PVC Pipe, Per Dtl. 13, Sht. IR-3.02	LF	463		
62	2.5" Schedule 40 PVC Pipe, Per Dtl. 13, Sht. IR-3.02	LF	187		

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ITEM NO.	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL
63	3" Schedule 40 PVC Pipe, Per Dtl. 13, Sht. IR-3.02	LF	476		
64	1" Schedule 40 Electrical Conduit, Per Dtl. 15, Sht. IR-3.02	LF	131		
65	3" Schedule 40 PVC Sleeve, Per Dtl. 15, Sht. IR-3.02	LF	262		
66	6" Schedule 40 PVC Sleeve, Per Dtl. 15, Sht. IR-3.02	LF	202		
67	Concrete Paving (Standard Grey, Medium Broom), Per Dtl. 2, Sht. HS-301	SF	23,467		
68	Volleyball/Playground Header (Integral to Sidewalk), Per Dtl. 4, Sht. HS-301	SF	3,408		
69	8" Concrete Header, Per Dtl. 5, Sht. HS-301	LF	491		
70	Volleyball Header (Stand Alone), Per Dtl. 6, Sht. HS-301	LF	108		
71	Playground Access Ramp, Per Dtl. 3, Sht. HS-301	EA	1		
72	Flagstone Pavers (Butterfly Garden), Per Dtl. 7, Sht. HS-301	SF	698		
73	6' Surface Mount Bench (With Back), Per Dtl. 6, Sht. HS-302	EA	6		
74	6' Surface Mount Bench (Without Back), Per Dtl. 6, Sht. HS-302	EA	9		
75	Picnic Table (ADA), Per Dtl. 3, Sht. HS-302	EA	8		
76	Drinking Fountain (ADA, Chilled), Per Sht. HS-303	EA	2		
77	Surface Mount Group Barbeque Grill, Per Dtl. 1, Sht. HS-302	EA	2		
78	Surface Mount Single Barbeque Grill, Per Dtl. 2, Sht. HS-302	EA	3		
79	Trash Receptacle, Per Dtl. 4, Sht. HS-302	EA	13		
80	Bike Rack, Per Dtl. 5, Sht. HS-302	EA	6		
81	Concrete CornHole Board (Pair), Per Dtl. 2, Sht. HS-310	EA	2		
82	Concrete Ping Pong Table, Per Dtl. 1, Sht. HS-310	EA	1		
83	4' Architectural Fencing, Per Dtl. 4, Sht. HS-311	LF	193		
84	Volleyball Court (Sand), Per Sht. HS-309	EA	1		
85	Basketball Court (Post Tension), Per Sht. HS-308	EA	1		
86	Exercise Station, Per Dtl. 1, Sht. HS-311	EA	6		
87	Electrical Service	LS	1		
88	Receptacle for Drinking Fountain, Per Dtl. 2, Sht. E-3.2	EA	2		
89	Electrical Service to Irrigation Controller	EA	1		
90	Area Lights, Per Dtl. 4, Sht. E-3.1	EA	23		
91	Basketball Court Fixture and Pole (Single) Per Dtl. 2, Sht. E-3.1	EA	2		
92	Basketball Court Fixture and Pole (Double) Per Dtl. 2, Sht. E-3.1	EA	2		
93	Volleyball Court Fixture and Pole (Single) Per Dtl. 2, Sht. E-3.1	EA	2		

**CITY OF PHOENIX
BID PROPOSAL**

**PROJECT NOS. ND30010030 / PA75200609
West Plaza Park Renovation (CDBG)
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ITEM NO.	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL
94	Sand Wetting Electrical	EA	1		
95	Basketball/Volleyball Lighting Control, Per Dtl. 6, Sht. E-3.1	EA	1		
96	Trenching, Conduit, and Conductors	LF	15,000		
97	Owners Contingency	Job	1	\$150,000.00	\$150,000.00
TOTAL BID LINE ITEMS 1 - 97					\$
					& _____/100 DOLLARS
WRITTEN WORDS					

ADD / ALTERNATE NO. 1					
ITEM NO.	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL
98	Small Ramada "A"	LS	1		
TOTAL ADD ALTERNATE 1 (item 98)					

_____ Dollars and _____ Cents
(Written Word)

ADD / ALTERNATE NO. 2					
ITEM NO.	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL
99	Small Ramada "B"	LS	1		
TOTAL ADD ALTERNATE 2 (item 99)					

_____ Dollars and _____ Cents
(Written Word)

ADD / ALTERNATE NO. 3					
ITEM NO.	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL
100	Small Ramada "C"	LS	1		
TOTAL ADD ALTERNATE 3 (item 99)					

_____ Dollars and _____ Cents
(Written Word)

ADD / ALTERNATE NO. 4					
ITEM NO.	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL
101	Small Ramada "D"	LS	1		
TOTAL ADD ALTERNATE 4 (item 101)					

_____ Dollars and _____ Cents
(Written Word)

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ITEM NO.	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL
ADD / ALTERNATE NO. 5					
ITEM NO.	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL
102	Large Ramada	LS	1		
TOTAL ADD ALTERNATE 4 (item 102)					

_____ Dollars and _____ Cents
(Written Word)

TOTAL BID (Base plus Alternate 1 thru Alternate 5) (Items 1 - 102)	
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_____ Dollars and _____ Cents
(Written Word)

Prepared By:

Signature

Name

Position/Title

Firm Name