

**Fire Station No. 80 - FIRE STATION NO. 80 - TRAINING  
CENTER, 6585 CHERRY AVENUE, FONTANA, CALIFORNIA**

**Project**

**BID NO.: DE-26-01-SP**

Addendum No 3

09/10/2025

To All Prospective Bidders the following changes have been made to the bid:

- 1.** Revised “NOTICE INVITING SEALED BIDS FOR CONSTRUCTION” are hereby included and shall replace the previously released **VOLUME 1 SPECIFICATIONS FOR THE CONSTRUCTION OF FIRE STATION NO. 80 - TRAINING CENTER 6585 CHERRY AVENUE, FONTANA, CALIFORNIA** **BID NO.: DE-26-01-SP** page 9. Changes are to include:
  - a. The bid opening date has been extended to September 30<sup>th</sup> at 2:00pm.
    - i. PUBLIC NOTICE IS HEREBY GIVEN that the City OF FONTANA, as City, invites sealed bids to be received only by submitting electronically at [www.fontanapurchasing.org](http://www.fontanapurchasing.org), for the above stated project and will receive such bids no later than the hour of **2:00 P.M. on the 30th day of September, 2025**, at which time or thereafter said bids will be electronically opened and available online. Bids received after this time will not be able to submit electronically.
- 2.** Revised “INSTRUCTIONS TO BIDDERS FOR CONSTRUCTION” are hereby included and shall replace the previously released **VOLUME 1 SPECIFICATIONS FOR THE CONSTRUCTION OF FIRE STATION NO. 80 - TRAINING CENTER 6585 CHERRY AVENUE, FONTANA, CALIFORNIA** **BID NO.: DE-26-01-SP** page 16. Changes are to include:

- a. The final date to receive questions through PlanetBid will be 7 days prior to bid opening.
  - i. If any bidder contemplates submission of a bid for the proposed contract and is in doubt as to the true meaning of any part of the plans, specifications or other proposed contract documents, or finds discrepancies in, or omissions from, the Plans, Specifications or other Contract Documents or questions as to their meaning shall be immediately brought to the attention of the City by submission of a written request for an interpretation or correction to the City. Such submission, if any, must be sent using the “Q&A” tab of the electronic bid system at [www.fontanapurchasing.org](http://www.fontanapurchasing.org). **Interpretations or corrections received within 7 days prior to bid opening will not be answered.**

**3.** Revised “SPECIAL PROVISIONS FOR THE CONSTRUCTION” is hereby included and shall replace the previously released **VOLUME 1 SPECIFICATIONS FOR THE CONSTRUCTION OF FIRE STATION NO. 80 - TRAINING CENTER 6585 CHERRY AVENUE, FONTANA, CALIFORNIA** BID NO.: DE-26-01-SP page 67.

Changes are to include:

- a. Section 3 – Control of work
  - i. 3-2 SELF-PERFORMANCE. [Remove]

See attached.

**4.** **NOTE:** Bid Deadline has been changed to September 30, 2025, at 2:00 pm.

**5.** **NOTE:** Q & A Set 2 has been released.

1.

**NOTICE INVITING SEALED BIDS  
FOR CONSTRUCTION OF  
Alder Middle School Safe Routes to School Project**

**BID NO.: SB-146-DE-23**

PUBLIC NOTICE IS HEREBY GIVEN that the **City OF FONTANA**, as **City**, invites sealed bids to be received only by submitting electronically at [www.fontanapurchasing.org](http://www.fontanapurchasing.org), for the above stated project and **will receive such bids no later than the hour of 2:00 P.M. on the 30th day of September, 2025**, at which time or thereafter said bids will be electronically opened and available online. Bids received after this time will not be able to submit electronically.

A non-mandatory pre-bid conference will be held at the **City of Fontana on September 9, 2025, at 10:00 a.m., in the DSO Conference Room 125**. Bidders are encouraged to attend.

The **City** reserves the right to reject any or all bids, to waive any irregularity, to accept any bid or portion thereof, and to take all bids under advisement for a period of ninety (90) calendar days.

The work of improvement consists of furnishing all materials, equipment, tools, labor, and incidentals as required by the Plans, Specifications and Contract Documents for the above stated project. The general items of work to be done hereunder consist of on-site and off-site improvements required for the construction of the Fire Station 80- Training Center Project, located at 6585 Cherry Avenue; and all project related improvements as indicated in the project plans and specifications.

Bid must be submitted electronically for the exact item(s) requested in the bid specifications. Copies of the plans, specifications, and contract documents are available **for free** from the City's Purchasing website [www.fontanapurchasing.org](http://www.fontanapurchasing.org).

Each Bid submitted electronically is required to be accompanied by the Proposal Documents; Proposal, Bidder's Information, Contractor's Licensing Statement, List of Subcontractors (enter online), References, Designator of Sureties, Bid Bond, Non-Collusion affidavit, Certificate of Non-Discrimination by Contractors, Proposal Bid Sheet (enter online), Addendum Acknowledgement, and all additional documentation required by the Instructions to Bidders. Bids must be submitted on the City's bid forms. Any questions pertaining to this project should be directed to **Sid Lambert at phone number (909) 350-7678 or email at [slambert@fontana.org](mailto:slambert@fontana.org)**.

Proposals must be accompanied by a proposal guarantee in the form of cash, cashier's check, a certified check or bid bond available to the **City** in the amount of at least ten percent (10%) of the total amount bid. Any proposal not accompanied by such a guarantee will not be considered. A payment bond and a performance bond, each in an

## **2.** **IRREGULAR PROPOSALS**

Unauthorized conditions, limitations, or provisions attached to a proposal will render it irregular and may cause its rejection. The completed proposal forms shall be without interlineations, alterations, or erasures. Alternative proposals will not be considered unless specifically requested. No oral, telegraphic, or telephonic proposal, modification, or withdrawal will be considered.

## **SALES AND OTHER APPLICABLE TAXES, PERMITS, LICENSES AND FEES**

Contractor and its subcontractors performing work under this Contract will be required to pay California sales tax and other applicable taxes, and to pay permits, licenses and fees required by the agencies with authority in the jurisdiction in which the work will be located, unless otherwise expressly provided by the Contract Documents.

## **INTERPRETATION OF PLANS AND DOCUMENTS**

If any bidder contemplates submission of a bid for the proposed contract and is in doubt as to the true meaning of any part of the plans, specifications or other proposed contract documents, or finds discrepancies in, or omissions from, the Plans, Specifications or other Contract Documents or questions as to their meaning shall be immediately brought to the attention of the City by submission of a written request for an interpretation or correction to the City. Such submission, if any, must be sent using the "Q&A" tab of the electronic bid system at [www.fontanapurchasing.org](http://www.fontanapurchasing.org). **Interpretations or corrections received within 7 days prior to bid opening will not be answered.**

Any interpretation of the Contract Documents will be made only by addendum duly issued electronically to each person registered on the prospective bidder's list. The City will not be responsible for any explanations or interpretations provided in any other manner. No person is authorized to make any oral interpretation of any provision in the Contract Documents to any Bidder, and no Bidder should rely on any such oral interpretation.

Bids shall include complete compensation for all items that are noted in the Contract Documents and are the responsibility of the Contractor.

## **ADDENDA**

The City reserves the right to revise the Contract Drawings prior to the Bid opening date. Revisions, if any, shall be made by written Addenda. All Addenda issued by the City shall be included in the Bid and made part of the Contract Documents. Pursuant to the Public

### **3.**

a more favorable judgment shall, in addition to payment of costs and fees under that chapter, also pay the attorney's fees on appeal of the other party.

#### **J. Government Code Claim Procedures.**

1. This Section does not apply to tort claims and nothing in this Section is intended nor shall be construed to change the time periods for filing tort claims or actions specified by Chapter 1 (commencing with Section 900) and Chapter 2 (commencing with Section 910) of Part 3 of Division 3.5 of Title 1 of the Government Code.

2. In addition to any and all requirements of the Contract Documents pertaining to notices of and requests for adjustment to the Contract time, Contract Price, or compensation or payment for additional work, Disputed Work, construction claims and/or changed conditions, the Contractor must comply with the claim procedures set forth in Government Code Section 900, et seq. prior to filing any lawsuit against the City.

3. Such Government Code claims and any subsequent lawsuit based upon the Government Code claims shall be limited to those matters that remain unresolved after all procedures pertaining to adjustment of the Contract time or Contract Price for additional work, Disputed Work, construction claims, and/or changed conditions have been followed by Contractor. If Contractor does not comply with the Government Code claim procedure or the prerequisite contractual requirements, Contractor may not file any action against the City.

4. A Government Code claim must be filed no earlier than the date the Work is completed or the date the Contractor last performs Work on the Project, whichever occurs first. A Government Code claim shall be inclusive of all unresolved Claims known to Contractor or that should reasonably be known to Contractor excepting only new unrelated Claims that arise after the Government Code claim is submitted.

K. Non-Waiver. The City's failure to respond to a Claim from the Contractor within the time periods described in this Section or to otherwise meet the time requirements of this Section shall result in the Claim being deemed rejected in its entirety, and shall not constitute a waiver of any rights under this Section.

## **SECTION 3 – CONTROL OF THE WORK**

### **3-2 SELF-PERFORMANCE [Remove]**

### **3-3 SUBCONTRACTORS**

[Add the following]: