



COUNTY OF ALAMEDA

ADDENDUM No. 4

to

Project No. 8022

for

Santa Rita Jail HU-ITR Camera Replacement Project

Contract Document Clarifications/Modifications and Answers to Questions

August 28, 2018

This County of Alameda, General Services Agency (GSA), RFP/Q Addendum has been electronically issued to potential bidders via e-mail. E-mail addresses used are those in the County's Small Local Emerging Business (SLEB) Vendor Database or from other sources. If you have registered or are certified as a SLEB, please ensure that the complete and accurate e-mail address is noted and kept updated in the SLEB Vendor Database. This RFP/Q Addendum will also be posted on the GSA Contracting Opportunities website located at http://www.acgov.org/gsa/purchasing/bid_content/ContractOpportunities.jsp.

County of Alameda, General Services Agency
Addendum No. 4

This Addendum forms a part of the Contract Documents and modifies the original Contract Documents for bid as noted below. Acknowledgement for Bidder's receipt and review of this addendum is in a space provided on Document 00 41 13 Bid Form.

The following Specification Sections have been added or modified to read as shown below.

Changes made to the original bid documents are in **bold** print and **highlighted**, and deletions made have a ~~strike~~ through.

1. **Specification Section ~~00 01 10~~ has been deleted from Project Manual Volume 1. Please refer to the Table of Contents (TOC 1 and 2).**
2. **Specification Section 00 11 16 Notice To Bidders**
 - A. *Modify Item 2 as follows: Sealed Bids will be received until 2:00 PM, ~~August~~ **September** 24, 2018, at 1401 Lakeside Drive, 8th Floor (Suite 800), Oakland, California...*
 - B. *Modify Item 3, last paragraph as follows: The time to complete this project is ~~January 25, 2019~~, 122 calendar days **from the Notice to Proceed.***
3. **Specification Section 00 73 56 Hazardous Materials Procedures and Requirements has been added to Volume 1 of the Project Manual (see attached).**

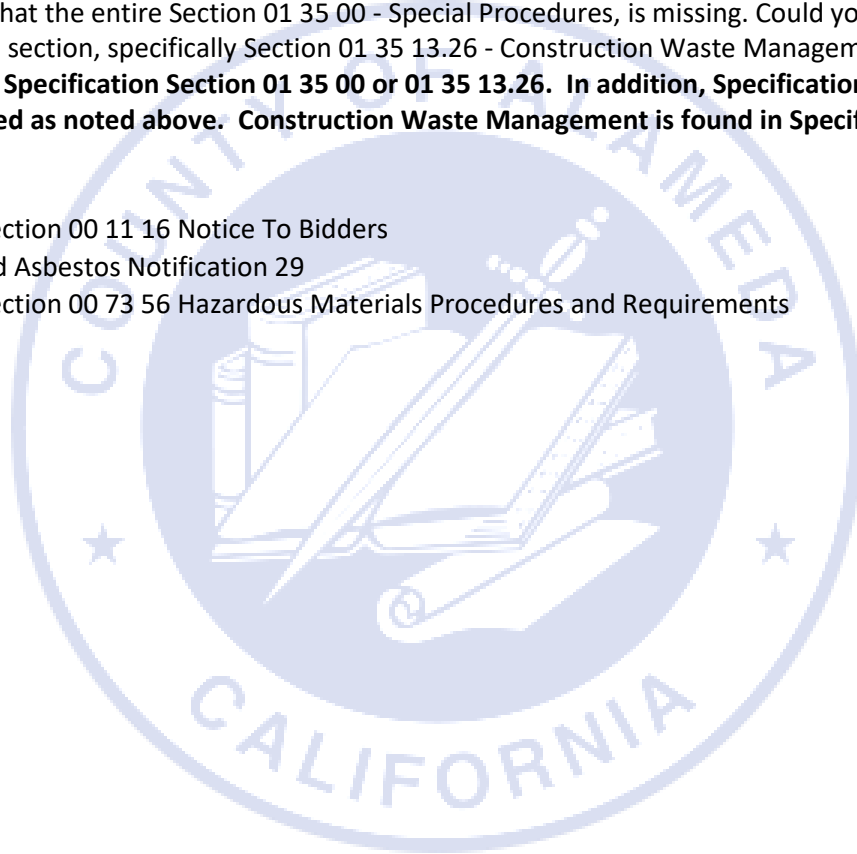
Responses to Written Questions

- Q1) The stated warranty period for the project is 2 years. Payment and Performance bonds are typically in place for one year. If they must be continued in place for the second year it severely impacts the bondability of small businesses because the full amount of the bond is carried against the aggregate total for bondability even though the cost for labor or material required to complete is very small. Further, there is an additional cost for maintaining the bond for an additional year. Please clarify the bonding requirement for the second year of the warranty period.
- A1) **The terms of the Performance and Payment bonds are in specification sections 00 61 13.13 and 00 61 13.16, respectively. The terms of the warranty are found in section 00 65 36 Warranty Form.**
- Q2) The plans and specifications have been provided in hard copy. As such it is not possible to send potential subcontractors copies of the applicable portion of the specifications for their scope of work. It is not possible to do a word search to find specific references to labor or material definitions. Does the NDA apply to General Terms and Conditions? Does the NDA apply to project specific labor and material specifications? Is it possible to get these documents in .pdf file?
- A2) **Volume 2 of the specifications will be provided in addendum 5 in PDF format to those who have provided a NDA and who submit a request for the specifications in PDF format. The NDA applies to every aspect of this project, including all documentation.**
- Q3) The Bid Form (00 41 13) page 1 (see attached) seems to be missing information. It mentions both Lump Sum amount and Unit Prices. Please confirm.
- A3) **Provide a lump sum fee for the scope of work required by the bid documents. Provide unit pricing as requested in specification section 00 41 13 for the possible installation of future cameras on this project.**
- Q4) The agenda from yesterday's bid walk indicates Construction Completed by Jan 25, 2019 (which is 122 calendar days). This seems extremely aggressive seeing that now we will be working around active Housing Units. Please consider extending the Construction timeline.

- A4) As stated at the Bid Walk on 7/31/18 and as noted in the Notice to Bidders (section 00 11 16), the contract duration is 122 calendar days from Notice to Proceed and will not be extended.
- Q5) Has the bid date been finalized?
- A5) Yes, per Addendum 3, the bid date and time has been revised to 9/24/18 at 2 PM. Addendum 3 has been published on the County website at http://www.acgov.org/gsa_app/gsa/purchasing/bid_content/contractingdetail.jsp?BID_ID=1964.
- Q6) Can we be provided with a wage determination for the project? The CA prevailing wage site for Alameda County indicates the electrical and low voltage is on a “per project” basis, rather than predetermined on an annual basis. We are therefore unable to determine the wage requirement for these trades.
- A6) Contact the Department of Industrial Relations at 415-703-4774 or visit their website <https://www.dir.ca.gov> for information on prevailing wage.
- Q7) It appears that the entire Section 01 35 00 - Special Procedures, is missing. Could you please e-mail me a copy of this section, specifically Section 01 35 13.26 - Construction Waste Management?
- A7) There is no Specification Section 01 35 00 or 01 35 13.26. In addition, Specification Section 00 01 10 has been deleted as noted above. Construction Waste Management is found in Specification Section 01 74 19.

Attachments:

- Specification Section 00 11 16 Notice To Bidders
- State Mandated Asbestos Notification 29
- Specification Section 00 73 56 Hazardous Materials Procedures and Requirements



NOTICE TO BIDDERS

1. Notice is hereby given that The County of Alameda General Services Agency ("GSA") Capital Programs ("County" or "Owner") will receive sealed bids for the following project, Bid No. 8022 ("Project" or "Contract"):

Santa Rita Jail Housing Unit and Intake/Transfer/Release (SRJ HU-ITR) Camera Replacement Project

2. Sealed Bids will be received until 2:00 PM, ~~August~~ **September** 24, 2018, at 1401 Lakeside Drive, 8th Floor (Suite 800), Oakland, California, at or after which time the bids will be opened and publicly read aloud. Any claim by a bidder of error in its bid must be made in compliance with section 5100 et seq. of the Public Contract Code. Any bid that is submitted after this time shall be considered non-responsive and returned to the bidder.

3. Description of the Project:

The proposed project consists of the replacement of existing cameras and microphones and the installation of new cameras and microphones in Housing Units (HU) 1, 2, 8, 9, 24, and Intake/Transfer/Release (ITR). The scope of work also includes video image storage, system programming, network switches, network video recorder servers and software, racks for the video image storage, video displays, and electrical to support the new work.

The project will use the design-bid-build delivery method. Upon selection of the Pre-Qualified Short-Listed General Contractors, Construction Documents will be issued for competitive bidding among the Pre-Qualified Short-Listed General Contractors.

- (a) Contractor shall provide a Non-Disclosure Agreement signed by its CEO/President/Owner and meet the Alameda County Sheriff's Office Site Security Clearance Requirements as a condition of the project contract. See Attachment of these Documents. See Instructions to Bidders Document 00 21 13.

The budgetary estimate for the scope of work is approximately \$2.6 Million.

The time to complete this project is ~~January 25, 2019~~, 122 calendar days **from the Notice to Proceed.**

4. All bids shall be on the Bid Form Document 00 41 13 provided by the County. Each bid must conform to and be responsive to all pertinent Contract Documents, including, but not limited to, the Instructions to Bidders Document 00 21 13 and the Supplementary Instructions to Bidders - Construction Outreach Program Document 00 22 19.
5. Bidders are strongly encouraged to review the Supplementary Instructions to Bidders – Enhanced Construction Outreach Program Document (ECOP) 00 22 19 and to begin their outreach efforts prior to the initial mandatory project job walk. The list of bidders solicited for this project include but are not limited to all those construction contractors listed in the GSA Small, Local & Emerging Program Vendor Query database located at http://www.acgov.org/sleb_query_app/gsa/sleb/query/slebmnu.jsp.
6. To bid on this Project, the Bidder is required to possess one or more of the following State of California Contractor Licenses:

The Bidder's license(s) must remain active and in good standing throughout the term of the Contract.

7. A bid bond by an admitted surety insurer on the form provided by the County, cash, or a cashier's check or a certified check, drawn to the order of the County of Alameda, in the amount of ten percent (10%) of the total bid price, shall accompany the Bid Form, as a guarantee that the Bidder will, within seven (7) calendar days after the date of the Notice of Award, enter into a contract with the County for the performance of the services as stipulated in the bid.
8. The successful Bidder shall be required to furnish a 100 % Performance Bond and a 100% Payment Bond if it is awarded the contract for the Work.
9. The successful Bidder may substitute securities for any monies withheld by the County to ensure performance under the Contract, in accordance with the provisions of section 22300 of the Public Contract Code.
10. The Contractor and all Subcontractors under the Contractor shall pay all workers on all work performed pursuant to this Contract not less than the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work as determined by the Director of the Department of Industrial Relations, State of California, for the type of work performed and the locality in which the work is to be performed within the boundaries of the County, pursuant to sections 1770 et seq. of the California Labor Code. Prevailing wage rates are also available from the County or on the Internet at: <<http://www.dir.ca.gov>>.
11. This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations. The following requirements apply to this bid and contract:
 - A. No contractor or subcontractor may be listed on a bid proposal for a public works project (submitted on or after March 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a)].
 - B. No contractor or subcontractor may be awarded a contract for public work on a public works project (awarded on or after April 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5.
12. The Work performed pursuant to this Contract will be subject to the requirements of the "PROJECT STABILIZATION/COMMUNITY BENEFITS AGREEMENT for the COUNTY OF ALAMEDA" as described in Project Stabilization/ Community Benefit Document 00 73 49. In consideration of the award of a Contract to perform the Work, the Contractor agrees to be party to and bound by the "PROJECT STABILIZATION/COMMUNITY BENEFITS AGREEMENT for the COUNTY OF ALAMEDA". Contractor agrees to execute the "PROJECT STABILIZATION/COMMUNITY BENEFITS AGREEMENT for the COUNTY OF ALAMEDA" Letter of Assent and shall require all of its subcontractors, of whatever tier, to become similarly bound for all work within the scope of this Contract by signing an identical Letter of Assent.
13. A mandatory Pre-Bid Conference and site visit for pre-qualified contractors will be held on July 31, 2018, at 2:00 p.m. at the Santa Rita Jail, 5325 Broder Blvd., Dublin, California (Training Room). All

participants are required to sign in at the site. The site visit is expected to take approximately 2 hours. Failure to attend the Mandatory Pre-Bid Conference or arrival after the material start of the meeting will render bid ineligible.

A second non-mandatory Networking Meeting and Site Visit #2 will occur on August 1, 2018 at 2 pm at the same location. Pre-Qualified contractors and any interested sub-contractors are welcome to attend. Location will be Santa Rita Jail 5325 Broder Blvd., Dublin, California (Training Room).

14. Contract documents will be distributed to the Shortlisted firms whose President/CEO/Owner sign the Non-Disclosure Agreement and all staff who will work at the site submit and pass the site Sheriff's site security clearance.
15. Not used.
15. It is County policy to minimize the expenditure of County funds on goods and services produced by any entity which buys, sell, leases or distributes commodities and/or professional services to (1) the government of Burma; or (2) any entity organized under the laws of Burma; or (3) any entity which does business with any private or public entity located in Burma, or conducts operations in Burma. Contractors are urged to comply with the policy in making purchases and subcontracts. (ref. Alameda County, Cal., Adm. Code tit.4, §4.32.050(B),(F)).
16. Contractors must comply with County Administrative Code's CONSTRUCTION DEBRIS MANAGEMENT AND GREEN BUILDING PRACTICES for construction debris only.
17. The County reserves the right to reject any and all bids and/or waive any irregularity in any bid received. If the County awards the Contract, the security of unsuccessful bidder(s) shall be returned within sixty (60) days from the time the award is made. Unless otherwise required by law, no bidder may withdraw its bid for ninety (90) days after the date of the bid opening.
18. The County shall award the Contract, if it awards it at all, to the lowest responsive responsible bidder based on:
 - A. The base bid amount.

Determination of the responsible bidder with the lowest responsive bid will also be subject to the terms of the Enhanced Construction Outreach Program Document 00 22 19.

END OF DOCUMENT



WILLIE A. HOPKINS, JR., Director

1401 LAKESIDE DRIVE, OAKLAND, CALIFORNIA 94612


510 208 9700

FAX 510 208 9711

WWW.ACGOV.ORG/GSA/

March 19, 2018

TO: County Employees and Contractors Working at 5325 Broder Boulevard, Dublin

FROM: Willie A. Hopkins, Jr., Director, General Services Agency ^{DS} 

SUBJECT: STATE-MANDATED ASBESTOS NOTIFICATION

The California Health & Safety Code requires that employees and contractors working in buildings built prior to 1979 and known to include asbestos-containing construction material (ACM) be notified of certain facts pertaining to such material. The above building has been identified as containing asbestos.

The General Services Agency, acting on behalf of the County, has prepared this notice pursuant to the mandates of California Health & Safety Code Section 25915 et seq. Studies to date indicate asbestos-containing materials in the following locations:

HVAC Duct Mastic and Pipe Gaskets
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Asbestos is a natural mineral composed of small, thin fibers commonly used in building materials prior to 1979. ACM is not believed to pose a health risk unless its asbestos fibers become airborne due to material aging, deterioration or damage. Breathing airborne asbestos fibers has been associated with cancer and lung diseases.

General procedures and handling restrictions are under the sole direction of the Building Owner. All others shall observe the general rule: ***Do Not Disturb***. Do not drill holes in, touch or otherwise disturb asbestos-containing material or debris. The Supervisor of Building and Plant Maintenance is a member of GSA-Building Maintenance Department. ***REPORT ALL DISTURBANCES TO THIS SUPERVISOR AT COUNTY EXTENSION 46674 or 53450.***

Limited sampling for asbestos has been conducted for this building. Copies of the report may be accessed at GSA-Technical Services Department offices, 1401 Lakeside Drive, Oakland, California.

ASBESTOS SURVEYS AND TESTS CONDUCTED TO DATE HAVE NOT DETECTED ANY UNSAFE CONDITIONS THAT POSE A HEALTH RISK TO OCCUPANTS OF THIS BUILDING.

NOT A WAIVER OF RIGHTS	
Acknowledgment of Receipt:	
Printed Name:	
Signature	
Date:	

Bldg.: 11060 (3212)

WH:MRB:mrbi:\e&em\project\env\general\asbnot2018.doc

DOCUMENT 00 73 56

**HAZARDOUS MATERIALS
PROCEDURES & REQUIREMENTS**

1. Summary

This document includes information applicable to hazardous materials and hazard waste abatement.

2. Notice of Hazardous Waste or Materials Conditions

- 2.1. Contractor shall give notice in writing, including by e-mail, to the County, the Construction Manager, and the Architect promptly, before any of the following conditions are disturbed, and in no event later than twenty-four (24) hours after first observance, of any:
 - 2.1.1. Material that Contractor believes may be material that is hazardous waste or hazardous material, as defined in section 25117 or 25260 of the Health and Safety Code, that is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law;
 - 2.1.2. Other material that may present a substantial danger to persons or property exposed thereto in connection with Work at the site.
- 2.2. Contractor's written notice shall indicate whether the hazardous waste or material was shown or indicated in the Contract Documents to be within the scope of Work, and whether the materials were brought to the site by Contractor, its Subcontractors, suppliers, or anyone else for whom Contractor is responsible. As used in this section the term "hazardous materials" shall include, without limitation, asbestos, lead, mercury, Polychlorinated biphenyl (PCB), petroleum and related hydrocarbons, and radioactive material.
- 2.3. In response to Contractor's written notice, the County shall investigate the identified conditions.
- 2.4. If the County determines that conditions do not involve hazardous materials or that no change in terms of Contract is justified, the County shall so notify Contractor in writing, stating reasons. If the County and Contractor cannot agree on whether conditions justify an adjustment in Contract Price or Contract Times, or on the extent of any adjustment, Contractor shall proceed with the Work as directed by the County.
- 2.5. If after receipt of notice from the County, Contractor does not agree to resume Work based on a reasonable belief it is unsafe, or does not agree to resume Work under special

conditions, then County may order such portion of Work that is in connection with such hazardous condition or such affected area to be deleted from the Work, or performed by others, or County may invoke its rights to terminate the Contract in whole or in part. County will determine entitlement to or the amount or extent of an adjustment, if any, in Contract Price or Contract Times as a result of deleting such portion of Work, or performing the Work by others.

- 2.6. If Contractor stops Work in connection with any hazardous condition and in any area affected thereby, Contractor shall immediately redeploy its workers, equipment, and materials, as necessary, to other portions of the Work to minimize delay and disruption.

3. Additional Warranties and Representations

- 3.1. Contractor represents and warrants that it, its employees, and its subcontractors and their employees, shall at all times have the required levels of familiarity with the Site and the Work, training, and ability to comply fully with all applicable law and contract requirements for safe and expeditious performance of the Work, including whatever training is or may be required regarding the activities to be performed (including, but not limited to, all training required to address adequately the actual or potential dangers of Contract performance).
- 3.2. Contractor represents and warrants that it, its employees, and its subcontractors and their employees, shall at all times have and maintain in good standing any and all certifications and licenses required by applicable federal, state, and other governmental and quasi-governmental requirements applicable to the Work.
- 3.3. Contractor represents and warrants that it has studied carefully all requirements of the Specifications regarding procedures for demolition, hazardous waste abatement, or safety practices, specified in the Contract, and prior to submitting its bid, has either (a) verified to its satisfaction that the specified procedures are adequate and sufficient to achieve the results intended by the Contract Documents, or (b) by way of approved "or equal" request or request for clarification and written Addenda, secured changes to the specified procedures sufficient to achieve the results intended by the Contract Documents. Contractor accepts the risk that any specified procedure will result in a completed Project in full compliance with the Contract Documents.

4. Monitoring and Testing

- 4.1. County reserves the right, in its sole discretion, to conduct air monitoring, earth monitoring, Work monitoring, and any other tests (in addition to testing required under the agreement or applicable law), to monitor Contract requirements of safe and statutorily compliant work methods and (where applicable) safe re-entry level air standards under state and federal law upon completion of the job, and compliance of the

work with periodic and final inspection by public and quasi-public entities having jurisdiction.

- 4.2. Contractor acknowledges that County has the right to perform, or cause to be performed, various activities and tests including, but not limited to, pre-abatement, during abatement, and post-abatement air monitoring, that County shall have no obligation to perform said activities and tests, and that a portion of said activities and tests may take place prior to the completion of the Work by Contractor. In the event County elects to perform these activities and tests, Contractor shall afford County ample access to the Site and all areas of the Work as may be necessary for the performance of these activities and tests. Contractor will include the potential impact of these activities or tests by County in the Contract Price and the Scheduled Completion Date.
- 4.3. Notwithstanding County's rights granted by this paragraph, Contractor may retain its own industrial hygiene consultant at Contractor's own expense and may collect samples and may perform tests including, but not limited to, pre-abatement, during abatement, and post-abatement personal air monitoring, and County reserves the right to request documentation of all such activities and tests performed by Contractor relating to the Work and Contractor shall immediately provide that documentation upon request.

5. Compliance with Laws

- 5.1. Contractor shall perform safe, expeditious, and orderly work in accordance with the best practices and the highest standards in the hazardous waste abatement, removal, and disposal industry, the applicable law, and the Contract Documents, including, but not limited to, all responsibilities relating to the preparation and return of waste shipment records, all requirements of the law, delivering of all requisite notices, and obtaining all necessary governmental and quasi-governmental approvals.
- 5.2. Contractor represents that it is familiar with and shall comply with all laws applicable to the Work or completed Work including, but not limited to, all federal, state, and local laws, statutes, standards, rules, regulations, and ordinances applicable to the Work relating to:
- 5.2.1. The protection of the public health, welfare and environment;
- 5.2.2. Storage, handling, or use of asbestos, PCB, lead, petroleum based products or other hazardous materials;
- 5.2.3. The generation, processing, treatment, storage, transport, disposal, destruction, or other management of asbestos, PCB, lead, petroleum, or hazardous waste materials or other waste materials of any kind; and

- 5.2.4. The protection of environmentally sensitive areas such as wetlands and coastal areas.

6. Disposal

- 6.1. Contractor has the sole responsibility for determining current waste storage, handling, transportation, and disposal regulations for the job Site and for each waste disposal facility. Contractor must comply fully at its sole cost and expense with these regulations and any applicable law. County may, but is not obligated to, require submittals with this information for it to review consistent with the Contract Documents.
- 6.2. Contractor shall develop and implement a system acceptable to County to track hazardous waste from the Site to disposal, including appropriate "Hazardous Waste Manifests" on the EPA form, so that County may track the volume of waste it put in each landfill and receive from each landfill a certificate of receipt.
- 6.3. Contractor shall provide County with the name and address of each waste disposal facility prior to any disposal, and County shall have the express right to reject any proposed disposal facility. Contractor shall not use any disposal facility to which County has objected. Contractor shall document actual disposal or destruction of waste at a designated facility by completing a disposal certificate or certificate of destruction forwarding the original to the County.

7. Permits

- 7.1. Before performing any of the Work, and at such other times as may be required by applicable law, Contractor shall deliver all requisite notices and obtain the approval of all governmental and quasi-governmental authorities having jurisdiction over the Work. Contractor shall submit evidence satisfactory to County that it and any disposal facility
- 7.1.1. have obtained all required permits, approvals, and the like in a timely manner both prior to commencement of the Work and thereafter as and when required by applicable law, and
- 7.1.2. are in compliance with all such permits, approvals and the regulations.

For example, before commencing any work in connection with the Work involving asbestos-containing materials, or PCBs, or other hazardous materials subject to regulation, Contractor agrees to provide the required notice of intent to renovate or demolish to the appropriate state or federal agency having jurisdiction, by certified mail, return receipt requested, or by some other method of transmittal for which a return receipt is obtained, and to send a copy of that notice to County. Contractor shall not conduct any Work involving asbestos-containing materials or PCBs unless Contractor has first confirmed that the

appropriate agency having jurisdiction is in receipt of the required notification. All permits, licenses, and bonds that are required by governmental or quasi-governmental authorities, and all fees, deposits, tap fees, offsite easements, and asbestos and PCB disposal facilities expenses necessary for the prosecution of the Work, shall be procured and paid for by Contractor. Contractor shall give all notices and comply with the all applicable laws bearing on the conduct of the Work as drawn and specified. If Contractor observes or reasonably should have observed that Plans and Specifications and other Contract Documents are at variance therewith, it shall be responsible for promptly notifying County in writing, including by e-mail, of such fact. If Contractor performs any Work contrary to applicable laws, it shall bear all costs arising therefrom.

- 7.2. In the case of any permits or notices held in County's name or of necessity to be made in County's name, County shall cooperate with Contractor in securing the permit or giving the notice, but the Contractor shall prepare for County review and execution upon approval, all necessary applications, notices, and other materials.

8. Indemnification

- 8.1. To the extent permitted by law, the indemnities and limitations of liability expressed throughout the Contract Documents apply with equal force and effect to any claims or liabilities imposed or existing by virtue of the removal, abatement, and disposal of hazardous waste. This includes, but is not limited to, liabilities connected to the selection and use of a waste disposal facility, personal injury, property damage, loss of use of property, damage to the environment or natural resources, or "disposal" and "release" of materials associated with the Work (as defined in 42 U.S.C. § 9601 et seq.).

9. Termination

- 9.1. County shall have an absolute right to terminate for default immediately without notice and without an opportunity to cure should Contractor knowingly or recklessly commit a material breach of the terms of the Contract Documents, or any applicable law, on any matter involving the exposure of persons or property to hazardous waste. However, if the breach of contract exposing persons or property to hazardous waste is due solely to an ordinary, unintentional, and non-reckless failure to exercise reasonable care, then the procedures for termination for cause shall apply without modification.

END OF DOCUMENT