

ADDENDUM NO. 1

TO THE BID DOCUMENTS FOR THE
800 MHZ AEROJET - REPLACEMENT GENERATOR AND 800MHZ SUNSET -
REPLACEMENT GENERATOR
IN CHINO HILLS AND REDLANDS, CALIFORNIA

The following clarifications responded to Pre-bid RFIs. All other requirements of the contract documents shall remain the same. The Bidder shall acknowledge receipt of the RFI Responses by inserting its number and date in the Bid Proposal.

REVISE Bid Opening Date:

FROM: Tuesday, January 19, 2021 at 2:00 p.m.

TO: Wednesday, January 27, 2020 at 10:00 a.m.

Changes to Section L. Opening of Bids:

- Call In Number: [+1 \(571\) 317-3122](tel:+15713173122)
- Access Code: 547-451-293
- Link: <https://global.gotomeeting.com/join/547451293>

Changes to Special Conditions:

Delete: File titled "ATT-RES-PM-111720-Special Conditions_1" in its entirety.

Add: Special Conditions file named "ATT-RES-PM-111720-Special Conditions" provided with this addendum.

Questions and Answers:

Q1. In reviewing the bid documents for the above referenced project, it appears that the same file (specification) has been uploaded twice. The special conditions section is missing. Please upload.

A1. See attached Special Conditions, the attached document will replace the file titled "ATT-RES-PM-111720-Special Conditions_1". (2 Pages)

Q2. Can you please verify if the non-collusion affidavit needs to be notarized? There doesn't look like a section for a notary. Also please confirm that every listed sub needs to have the affidavit completed.

A2. Notarization of the non-collusion affidavit is not required; contractor needs to submit a signed non-collusion affidavit with their bid package. A non-collusion affidavit is not needed from Sub-Contractors at the time of bid.

Q3. Do we need to include the cost of a backup generator from the time we disconnect the existing generator until we commission the new generator?

A3. Per ED-1.1 General Sheet Note A, temporary generator is required during construction to maintain SBC data room's operation. This also includes temporary lighting and HVAC if necessary.

GENERAL SHEET NOTES

- A. COORDINATE WITH COUNTY OF SAN BERNARDINO FOR SEQUENCE OF REMOVAL OF EXISTING GENERATOR/ATS. MOP SHALL BE SUBMITTED AND APPROVED BY COUNTY OF SAN BERNARDINO PRIOR TO ANY DISCONNECTION/DEMOLITION. PROVIDE TEMPORARY GENERATOR, LIGHTING AND HVAC TO DATA ROOM AS REQUIRED BY COUNTY OF SAN BERNARDINO.

Q4. What is the weight of the existing generator skid at Aerojet location?

A4. This is an existing generator. We don't have the exact weight information. The Generator weight is approximately 1000lbs plus an additional 100lbs with the shipping skid per current model 75kW Natural Gas Generac Generator. This is an approximation ONLY!

Q5. Sheet E0.2 paragraph 7.3.1 reads "Installation will be provided by County personnel." Can you please verify exactly what the County will install?

A5. No item will be installed by County Personnel in this project.

Q6. ED-1.1 reference note 1 indicates removal of the propane tank. Nothing is mentioned about the bollards or footings for the tanks. Are the bollards and footings existing to remain in place?

A6. Existing bollards and footings are to remain in place.

Q7. ED-1.1 reference note 5 indicates existing concrete pad to be removed. It would save money to extend the pad for the new generator. The edge of the new pad appears to about the edge of the existing pad to be removed (C301 indicates that the area for new pad is flat). If we can extend the pad, would you please provide a connection detail? We could also reuse the existing underground conduits and save money.

A7. The intention was to remove existing concrete pad because of the soil erosion concern. New concrete pad was located at higher elevation away from slope. Please follow construction document for scope.

Q8. I'm not sure that dumpsters can be hauled up the steep incline and hauled down with broken concrete from the existing pad.

A8. Per general sheet note E, contractor is responsible for removal of all debris/materials/soils per local jurisdiction requirement. It is contractor's means and method to accomplish this requirement.

Q9. The specifications that I downloaded only contain division 1 specs. Are there specifications for Division 3, 5 and 26?

A9. Electrical Specification (Division 26) is located on E-0.2. No specs for Division 3 and 5 are provided.

Q10. Is a shutdown expected from relocation of the electrical service?

A10. Contractor is responsible to coordinate with utility company for relocation of existing meter per ED-1.1 keynote #4. If shutdown is required, contractor is responsible to provide temporary power, lighting, and HVAC per response of Question #Q3 above.

Q11. Is a temporary generator required?

A11. Contractor is responsible to provide temporary power, lighting, and HVAC per response of Question #Q3 above.

Q12. Is the County looking for DVBE participation on this project?

A12. Disabled Veteran Business Enterprises (DVBE) is not requirement to bid on this project and no preferences or advantages will be given. San Bernardino County has advertised this project for public bid, everyone interested in bidding this project is welcome to submit a bid.

Q13. Are there bid bond forms that the county needs us to use for this project or are we to use generic ones from our bonding company?

A13. County did not provide bid bond forms; contractor may use the bid bonds provided by their bonding company.

Q14. Are there any permits required for this project? If so will there be any costs or are they a no cost permit?

A14. No permits are required for this project.

Q15. In the process of construction we will have to remove the shelters that house the generators. During this time there will be no back up power to the site. Is there a requirement for temp back-up generator? Will the County supply a portable generator to hook up to the site during this time?

A15. See A3 above.

Q16. On the concrete pour for Aerojet it is 4000 PSi concrete. Who is supplying the deputy inspection and break test?

A16. County will be providing a Deputy Inspector and third-party testing company.

Q17. Does the County want the generators and ATS's back or do we dispose of them?

A17. Contractor is to include cost for disposal of the ATS at both sites.

Q18. Does the County want the propane tanks back or do we dispose of them?

A18. Contractor is to include cost for disposal of the Propane tanks for both sites.

Q19. Does the County want the shelters back or are we to dispose of them?

A19. Contractor is to include cost for disposal of the shelters at both sites.

Q20. If the County wants any of the above back where are we trucking them to? Also once there do they have the equipment to offload?

A20. Contractor is to include cost for disposal of the items noted above for both sites.

End of Addendum No. 1

Kevin Ryan, Assistant Director
Real Estate Services Department
Project Management

KR:mv

County of San Bernardino
Real Estate Services Department,
Project Management Division
385 N Arrowhead Avenue, Third Floor
San Bernardino, CA 92415-0184
www.sbcounty.gov/ae

DATE: January 14, 2021

REVISED BID PROPOSAL

PROJECT: 800 MHz Aerojet – Generator Replacement and 800 MHz Sunset – Generator Replacement Project

LOCATION: Multiple Locations

OWNER: County of San Bernardino

BID OPENING: January 27 2021 at 10:00 a.m.

BIDDER: _____

County of San Bernardino
Real Estate Services Department – Project Management
385 North Arrowhead Avenue, Third Floor
San Bernardino, CA 92415-0184
www.sbcounty.gov/ae

In compliance with your invitation for bids, the undersigned has carefully examined the project Bid Documents, including the drawings and specifications, for the scope of work which is removal of existing generators and housing, new power generators with its respective enclosure, new Automatic Transfer Switch and new Manual Transfer Switch with Cam-Lock with in various locations in San Bernardino County, California, and fully understands the scope and meaning of the Bid Documents.

The undersigned hereby agrees to furnish all materials, labor, tools, equipment, apparatus, facilities, and transportation necessary to complete all work in strict conformity with the drawings and specifications, and to execute the contract to the satisfaction of the Real Estate Services Department – Project Management, at the following cost(s):

In case of discrepancy between the written bid set forth and the numerical bid set forth, the written bid shall prevail. In the case of a discrepancy between the written bid or numerical bid set forth on the bid proposal, and the numerical bid set forth in the ePro system, the information on the bid proposal shall prevail.

BASE BID

For the furnishing of the labor, materials, and equipment necessary to complete all work designated in the Plans and Specifications.

The LUMP SUM of _____ Dollars

(\$ _____)

The above-mentioned BASE BID includes applicable California state sales tax, bonds, insurance and all other costs required to perform all the work described in the project drawings and specifications.

The lowest bid shall be the lowest bid price on the BASE BID. A responsible and responsive bidder who submitted the lowest bid shall be awarded the contract, if it is awarded.

BID DEPOSIT (BID BOND)

There is enclosed herewith, a certified check or surety bond in the amount of ten percent (10%) of the BASE BID, or, more specifically, _____ Dollars (\$ _____), made payable to the County of San Bernardino. The undersigned agrees that in the event of the failure by the undersigned to execute the necessary contract and furnish the required contract bonds and insurance, the certified check or surety bond and the money payable thereon shall be, and remain, the property of the County of San Bernardino. If the bid is accompanied by a certified or cashier's check, the check shall be deposited by the Real Estate Services Department – Project Management, and a County warrant for the full amount shall be issued to the undersigned approximately one month after Contract Award.

If the bid is submitted through the County of San Bernardino Electronic Procurement Network (ePro) then scan the bid security (bid bond) and submit the scanned copy with your bid submittal in ePro, additionally, mail or submit the original bid security, in a separate sealed envelope labeled "Bid Bond" with the title of the work and the name of the bidder clearly marked on the outside, to: Real Estate Services Department – Project Management, 385 North Arrowhead Avenue, 3rd Floor, San Bernardino, California, 92415-0184. **Any mailed or submitted bid security must be received on or before the time set for the opening of the bids.**

TIME OF COMPLETION

The undersigned agrees to complete the work within 210 calendar days from the date stipulated in the Notice to Proceed.

LIQUIDATED DAMAGES

Pursuant to the provisions of Government Code Section 53069.85 and in the event that all the Work called for in this Contract is not completed within the number of calendar days set forth, Contractor shall forfeit and pay to the County the sum of **\$200.00** per day for each calendar day the work remains incomplete, to be deducted from any payments due or to become due to the Contractor. (Reference General Conditions and Special Conditions)

ESCROW ACCOUNT

Pursuant to Section 22300 of the Public Contract Code, at the request and expense of the Contractor, the Contractor may substitute qualified securities in lieu of retention withheld by the County and/or establish an escrow account for retention payments.

REJECTION OF BIDS

The undersigned agrees that the County reserves the right to reject any or all bids, and reserves the right to waive informalities in a bid or bids, not affected by law, if to do so seems to best serve the public interest.

VALIDITY OF BIDS

The undersigned agrees that this bid will remain valid for sixty (60) days after the scheduled bid opening.

STATE LICENSES

The undersigned hereby certifies that he is currently the holder of a valid State Contractor's Class "B" license as a contractor in the State of California and that the license is the correct class of license for the work described in the project drawings and specifications. The undersigned also certifies that all subcontractor(s) listed under the Designation of Subcontractors section of the Bid Proposal are currently the holder of valid contractor's license(s) in the State of California and the license is the correct class of license for the work to be performed by the subcontractor(s).

INSURANCE

The undersigned agrees to furnish certified copies of all insurance policies and endorsements; all certificates of comprehensive, general and auto liability insurance; Workers' Compensation insurance; and such other insurance that will protect him from claims for damages and personal injury, including death, which may arise from operations under the contract, whether such operation be by the undersigned or by any subcontractor of the undersigned, or anyone directly or indirectly employed by the undersigned or any subcontractor of the undersigned in accordance with Section 11.2 of the General Conditions. **The undersigned agrees to provide the Real Estate Services Department – Project Management with Certificates of Insurance evidencing the required insurance coverage at the time Contractor executes the contract with the County.** All policies (excluding Workers' Compensation) shall name the County of San Bernardino and its officers, employees, agents and volunteers as additional insureds. All coverages shall be subject to approval by the County for adequacy of protection.

BONDS

If this Bid is successful, the undersigned agrees to execute the required Standard Contract and will furnish a payment bond in an amount equal to one hundred percent (100%) of the contract price and a Faithful Performance Bond in an amount equal to one hundred percent (100%) of the contract price. These bonds shall be secured from a surety company or companies satisfactory to the County within ten (10) calendar days of the contract award and shall be on County approved bond forms. Bonds shall remain in full force and effect for a period of one year following the date of filing of Notice of Completion.

FORMER COUNTY OFFICIALS

Contractor agrees to provide or has already provided information on former County of San Bernardino administrative officials (as defined below) who are employed by or represent Contractor. The information provided includes a list of former county administrative officials who terminated county employment within the last five years and who are now officers, principals, partners, associates or members of the business. The information also includes the employment with or representation of contractor. For purposes of this provision, "county administrative official" is defined as a member of the Board of Supervisors or such officer's staff, Chief Executive Officer or member of such officer's staff, county department or group head, assistant department or group head, or any employee in the Exempt Group, Management Unit or Safety Management Unit.

INACCURACIES OR MISREPRESENTATIONS

If during the course of the bid proposal process or in the administration of a resulting Contract, the County determines that the contractor has made a material misstatement or misrepresentation or that materially inaccurate information has been provided to the County, the contractor may be terminated from the bid proposal process, or in the event a Contract has been awarded, the Contract may be immediately terminated. If a Contract is terminated according to this provision, the County is entitled to pursue any available legal remedies.

VISITING THE SITES

The undersigned has visited the site, and is familiar with the local conditions of the work site.

DESIGNATION OF SUBCONTRACTORS

In compliance with the provisions of Sections 4100-4108 of the Public Contract Code of the State of California, and any amendments thereof, the undersigned shall set forth below the name, location of the place of business and the California contractor license number of each subcontractor who will perform work (meaning the total amount of the subcontractor's contract amount including all labor, materials, supplies and services) in

excess of one-half of one percent (1/2 of 1%) of the total bid; and, the general category or the portion of the work to be performed by each subcontractor.

If the undersigned fails to specify a subcontractor for any work to be performed under the contract, the undersigned agrees to perform the work and shall not be permitted to subcontract that work except in cases of public emergency, and then only after written finding as public record by the Board of Supervisors.

The undersigned certifies that all subcontractor(s) listed below are currently the holder of valid contractor's license(s) in the State of California and the license(s) is the correct class of license for the work to be performed by the subcontractor(s).

The undersigned certifies that it and all subcontractor(s) listed below have registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 (applicable for all bids submitted on or after March 1, 2015). The undersigned agrees that no contractor or subcontractor may be awarded a contract for public work or perform work on a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 (applicable for all contracts awarded on or after April 1, 2015). The undersigned acknowledges that the project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

As required by Labor Code 1771.1(a) "A contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, as defined in this chapter, unless currently registered and qualified to perform public work pursuant to Section 1725.5. It is not a violation of this section for an unregistered contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or by Section 10164 or 20103.5 of the Public Contract Code, provided the contractor is registered to perform public work pursuant to Section 1725.5 at the time the contract is awarded."

Where a hearing is required for a decision on the substitution of subcontractors, pursuant to the provisions of Chapter 4, Part 1, Division 2, of the Public Contract Code, (commencing with Section 4100) by the awarding authority, or a duly appointed hearing officer, the Clerk of the Board of Supervisors shall prepare and certify a statement of costs incurred by the County for investigation, and to conduct the hearing, including the costs of any hearing officer and shorthand reporter appointed. For the purposes of a hearing for the substitution of subcontractors (pursuant to the Public Contract Code commencing with Section 4100) the awarding authority shall be the Director of the Real Estate Services Department, or his/her designee.

The statement of costs shall be sent to the undersigned, who shall reimburse the County for all costs. If not paid separately, such reimbursement shall be deducted from monies due and owing to the undersigned prior to acceptance of the project.

CONTRACTOR NAME: _____

<u>Subcontractor</u>	<u>Portion of Work</u> (Description of work to be performed)	<u>Location of Business</u>	<u>CA Cont. Lic. No.</u>	<u>DIR Reg. No.</u>
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ADDENDA

This bid includes Addendum No. _____ dated _____
 Addendum No. _____ dated _____

Bidder must acknowledge all addendums above, regardless of any acknowledgement of addendums in ePro.

AFFIDAVIT

The undersigned has submitted with the bid proposal a non-collusion declaration, signed under penalty of perjury, for the principal contractor. The undersigned agrees to furnish the County non-collusion declarations for subcontractors signed under penalty of perjury, and states that this is a genuine proposal and is neither collusive nor made in the interest of any other person, and has not induced anyone to submit a sham bid or refrain from bidding.

The undersigned acknowledges it has registered with the ePro system prior to the date and time to receive sealed bids or it will be disqualified.

The undersigned declares: that the only person or parties interested in this proposal as principals are those named herein; that this bid is made without any connection with any other person or persons making a bid for the same work, except for another division of the undersigned which may submit an independent bid; that the bid is in all respects fair and without collusion or fraud; that the undersigned has read the Advertisement for Bids and the Instructions to Bidders and agrees to all the stipulations contained therein; that the undersigned has examined the form of contract (including the specifications, drawings, and other documents incorporated therein by reference); that in the event this bid as submitted, including the incorporated bidding documents, be accepted by the County, the undersigned shall execute a contract to perform the work as outlined herein.

If undersigned is a corporation, proposal must be signed by an authorized officer of the corporation.

If the bid proposal is submitted through ePro the undersigned acknowledges that its electronic signature is legally binding.

Check One: ☐ Sole Proprietor
☐ Partnership
☐ Corporation
☐ Other

Name of Bidder: _____

Address: _____

_____ Phone: _____

Email: _____

Contractor's License No.: _____ Primary Class: _____

Expiration Date of Contractor's License _____

Contractor's DIR Registration # _____

I declare under penalty of perjury the above is true and correct.

Authorized Signature: _____ Title: _____

Print Name: _____ Date: _____

SPECIAL CONDITIONS

- 1.1 **Coordination, Scheduling, and Meetings:** The Contractor shall coordinate scheduling all construction activities with the Project Manager from the Real Estate Services Department – Project Management Division, County of San Bernardino, prior to beginning the activities. The successful bidder shall attend a preconstruction conference at a location and time set by the County.

Construction meetings shall be held at the job site or at a different location as instructed by the County. Details regarding job site meetings will be arranged at the preconstruction conference.

- 1.2 **Codes, Ordinances and Regulations:** All Work shall conform to the requirements of all Applicable Laws including the California Building Standards Code (as adopted and/or amended by the County), the Americans with Disabilities Act, Uniform Mechanical Code, Uniform Plumbing Code, Uniform Electrical Code, the Standard Plans for Public Works Construction, Construction Safety Orders of the Department of Industrial Relations – Division of Industrial Safety Construction Safety Orders, and all other State and National codes, ordinances, rules and regulations, which apply to the Work.

In any case of conflict between any of these requirements, and the Contract Documents, the requirement that is the most strict shall govern. Nothing in the Contract Documents is to be construed to permit Work not in conformance with these laws, codes and regulations.

- 1.3 **Liquidated Damages:** Section 8.5.3 of the General Conditions is amended to read the following:

In the event that Contractor fails to achieve Final Completion of the Work within the Contract Time, Contractor agrees to pay County the sum of **\$200 per day** for liquidated damages for each calendar day that Final Completion is delayed.

- 1.4 **Safety:** The Contractor shall be solely and completely responsible for conditions of the job site, including safety of all persons and property for the duration of the Work, on a 24-hour per day, 7-day week basis. Prior to the start of construction, Contractor shall provide the Project Manager with a copy of Contractor's Illness and Injury Prevention Program as required by California Code of Regulations, title 8, sections 1509 and 3203, and Section 10 of the General Conditions, specifically relating to this Project.

- 1.5 **Project Inspections:** All inspections shall be performed during normal business hours. Contractor shall notify the Real Estate Services Department – Project Management Division Inspector and Project Manager 48 hours in advance of all requested inspections.

- 1.6 Change Orders: Contractor is referred to Section 7 of the General Conditions.
- 1.7 Sanitary Facilities: Contractor shall be solely and completely responsible to provide and maintain on-site sanitary facilities.
- 1.8 Contractor's Site Representative: Per Section 3.3.5.1 of the General Conditions, Contractor shall have a Project superintendent on site at all times while Work is being done.
- 1.9 Water & Power: Contractor shall be solely and completely responsible to provide water and power for all Contractor/construction purposes.
- 1.10 Traffic Safety: Contractor shall be solely and completely responsible to provide traffic safety for all Contractor/construction purposes.
- 1.11 Protection of Existing Finishes: Contractor shall protect existing building finishes as needed.
- 1.12 Building Permit: Contractor shall be solely and completely responsible to obtain all building permit(s).
- 1.13 Call out of specific products: Throughout the bid documents, there are references to specific products. The call-out of these products is not intended to sole source or demand the specific item. The call out or reference to the product(s) is to provide information to the bidding contractors so they clearly understand what product and quality of product are being requested. In all cases, an approved equal product may be used if it is in fact equal.
- 1.14 Above Ground Fuel Tank: Contractor shall be responsible to obtain and coordinate above ground plans and permits with San Bernardino County Fire Marshal. Contractor shall request Project Manager to introduce contractor to County Fire Marshal representative.
- 1.15 Contractor shall have a minimum of 2 fully charged 10 # ABC fire extinguishers on site at all times.
- 1.16 Environmental Liability Insurance: Environmental Liability Insurance is required for this Project. See Section 11.2.1.8 of the General Conditions.