

Imperial County
Community & Economic Development

County of Imperial
Winterhaven Public Safety Facility
Project No. ICCED-008
CDBG Grant #16-CDBG-11151

ADDENDUM NO. 2

May 22, 2017

This ADDENDUM is hereby made part of the Contract Documents and specifications to the same extent as if originally included therein, and shall be signed by the Bidder and included with the proposal.

- Revision No. 1: PRE-BID MEETING - LABOR COMPLIANCE PRE-BID AGENDA**
Replace the labor compliance pre-bid meeting agenda distributed on May 08, 2017, with the revised version of the agenda attached to this Addendum No. 2.
- Revision No. 2: ADVERTISEMENT FOR BIDS - BID OPENING DATE**
Paragraph 1 of the Advertisement for Bids as revised through Addendum No. 1 issued April 18, 2017, notes that the bid opening for this project will be held on Thursday, May 25, 2017. Please note, the bidding period for this project will be extended by three weeks. Therefore, this paragraph shall now read as follows:
- Separate sealed Bids for the construction of the Imperial County Community & Economic Development Department – Winterhaven Public Safety Facility will be received by the County of Imperial Clerk of the Board of Supervisors at 940 W. Main Street, Suite 209, El Centro, CA, 92243 until 10:00 am (prevailing local time) on Thursday, June 15, 2017, and then at said office in the Board of Supervisors Chambers will be publicly opened and read aloud.*
- Revision No. 3: INSTRUCTION TO BIDDERS – ARTICLE 7 – INTERPRETATIONS AND ADDENDA**
Section 7.01 of Article 7 – Interpretations and Addenda in the Instruction to Bidders notes that questions received less than ten (10) days prior to the date for pending of Bids may not be answered. Please note, this language is being revised through this addendum to provide an exact date that bids are due. Therefore, Section 7.01 of Article 7 in the Instruction to Bidders shall now read as follows:
- All questions about the meaning or intent of the Bidding Documents are to be submitted to the Owner in writing. Interpretations or clarifications considered necessary by the Engineer in response to such questions will be issued by Addenda and mailed or distributed to all parties recorded by the Owner as having received the Bidding Documents. Questions regarding this project must be submitted in writing by June 01, 2017, at 5:00 pm. Questions received after this deadline may not be answered. Only questions answered through Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.*
- Revision No. 4: BID BOND**
Replace the BID BOND issued on April 18, 2017, through Addendum No. 1 with the new BID BOND on pages 2/4 – 3/4 of this Addendum No. 2.

00430 BID BOND

Any singular reference to Bidder, Surety, Owner, or other party shall be considered plural where applicable.

BIDDER (Name and Address):

SURETY (Name and Address of Principal Place of Business):

OWNER (Name and Address):

**County of Imperial
Community & Economic Development Department
940 W. Main Street, Suite 203
El Centro, CA 92243**

BID

Bid Due Date: **Thursday, June 15, 2017**

Project: **Imperial County Community & Economic Development – Winterhaven Public Safety Facility**

BOND

Bond Number:

Date (Not later than Bid due date):

Penal sum _____ (Words) _____ (Figures)

Surety and Bidder, intending to be legally bound hereby, subject to the terms printed on the reverse side hereof, do each cause this Bid Bond to be duly executed on its behalf by its authorized officer, agent, or representative.

BIDDER

SURETY

Bidder's Name and Corporate Seal (Seal)

Surety's Name and Corporate Seal (Seal)

By: _____
Signature and Title

By: _____
Signature and Title
(Attach Power of Attorney)

Attest: _____
Signature and Title

Attest: _____
Signature and Title

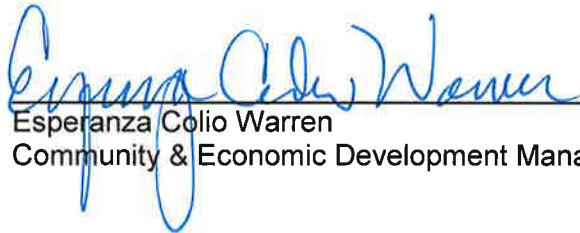
Note: Above addresses are to be used for giving required notice.

1. The Bidder and the Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to pay to the Owner upon default of the Bidder the penal sum set forth on the face of this Bond. Payment of the penal sum is the extent of the Surety's liability.
2. Default of the Bidder shall occur upon the failure of the Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by the Owner) the executed Agreement required by the Bidding Documents and the Performance and Payment Bonds required by the Bidding Documents.
3. This obligation shall be null and void if:
 - 3.1 The Owner accepts the Bidder's Bid and the Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by the Owner) the executed Agreement required by the Bidding Documents and the Performance and Payment Bonds required by the Bidding Documents, or
 - 3.2 All Bids are rejected by the Owner, or
 - 3.3 The Owner fails to issue a Notice of Award to the Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by the Bidder and, if applicable, consented to by the Surety when required by Paragraph 5 hereof).
4. Payment under this Bond will be due and payable upon default by the Bidder and within **thirty (30) calendar days** after receipt by the Bidder and the Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.
5. The Surety waives notice of any and all defenses based upon or arising out of any time extension to issue the Notice of Award agreed to in writing by the Owner and the Bidder, provided that the total time for issuing the Notice of Award including extensions shall not in the aggregate exceed **one hundred and twenty (120) days** from Bid due date without the Surety's written consent.
6. No suit or action shall be commenced under this Bond prior to **thirty (30) calendar days** after the notice of default required in Paragraph 4 above is received by the Bidder and the Surety and in no case later than **one (1) year** after the Bid due date.
7. Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the State of California.
8. Notices required hereunder shall be in writing and sent to the Bidder and the Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier, or by United States Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the party concerned.
9. The Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of the Surety to execute, seal, and deliver such Bond and bind the Surety thereby.
10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute shall govern and the remainder of this Bond that is not in conflict therewith shall continue in full force and effect.
11. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.

Imperial County
Winterhaven Public Safety Facility
Project No. ICCED-008
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**ADDENDUM NO. 2
ACCEPTANCE OF NOTICE**

Please acknowledge receipt of this Addendum No. 2 consisting of 4 pages, by signing and returning a copy of this Acceptance of Notice by fax to (442) 265-1118. Each bidder must acknowledge receipt of this addendum in the noted space below and on the signature page of the Bid Form. Include a copy of this addendum with your Bid Proposal Package. It is the Contractor's responsibility to notify its sub-contractors about changes based all addendums.

By:  _____
Esperanza Colio Warren
Community & Economic Development Manager

Date: May 22, 2017

ACCEPTANCE OF NOTICE

Receipt of the ADDENDUM No. 2 is hereby acknowledged by

Company Name

Date

By: _____
Print Name & Title

Signature

ICCED
STATE LABOR STANDARDS COMPLIANCE
PRE-BID CONFERENCE MEETING AGENDA

PROJECT NAME: Winterhaven Public Safety Facility Project

DATE: May 8, 2017

TIME: 10:00 AM

PROJECT NUMBER: LCCSC – 17.001

PROJECT LOCATION: Winterhaven County Water District Office, Winterhaven, CA

FEDERAL WAGE DECISION NO: CA170002 Dated 03/31/2017 CA2

STATE WAGE DECISION NO: IMPERIAL 2017-1 DATED February 22, 2017 AND VARIOUS PREDETERMINED INCREASES

A pre-bid conference concerning labor standards provisions, administration and enforcement was conducted for the above project on this date. This project is subject to:

- **The Davis-Bacon and Related Act (DBRA):** DBRA specifies the minimum wages to be paid the various classes of laborers and mechanics employed on the project.
- **Copeland Act:** The Copeland Act prohibits kickbacks being paid by the employee to the employer and sets the requirement for submission of payrolls on a weekly basis.
- **Contract Work Hours Safety Standards Act (CWHSSA):** CWHSSA sets a uniform standard of a 40-hour work week with time and a half the basic rate of pay for all work in excess of 40 hours.(include only if the Prime contract is equal to or more than \$100,000)
- **Fair Labor Standards Act (FLSA).** FLSA sets out the requirement for payment of minimum wages, maximum hours, overtime pay, and child labor standards, and prohibits wage discrimination on the basis of sex.
- **New Federal Apprenticeship Requirements;** All apprentices that are employed on a construction project that is fully or partially funded by federal dollars then the apprentice must be enrolled in an approved apprentice training facility. The contractor must provide proof of certification to the County of Imperial.
- **California Department of Industrial Relations requirements, per SB-854,** requiring all certified payrolls to be completed weekly online at the DIR website and additional CPRs to be delivered to the awarding agency through their contracted representative Labor Compliance Consultants of Southern California (LCCSC, LLC) (Handout Provided)
- **California Department of Industrial Relations (DIR),** prevailing wage determinations and all applicable California Labor Codes (CLC) that pertain to a Public Works project as required.
- **California Apprentice Hiring Requirements** per California Labor Code 1777.5 & 1777.7.

Failure to comply with the labor standards requirements can result in the withholding of sufficient payments to insure the proper payment of all workers and any liquidated damages.

The following labor standards materials will be provided electronically (LCCSC Website) to the General Contractor and the payroll administrator for the General Contractor.

Required Forms

1. 00-Federal /State Contract Language Inclusion (January 2017)
2. A-01-Certification of Understanding and Authorization
3. A-04-Fringe Benefit Statement
4. A-05-Employee Authorized Deduction Form
5. A-06 DBRA WH347 Certified Payroll Report
6. A-07-Non Performance (Weekly)
7. A-08-Daily Sign in Sheet, All workers!
8. A-09-Division of Apprenticeship Standards DAS-140 (Contractor Notification)
9. A-10-Division of Apprenticeship Standards DAS-142 (Request for Dispatch)
10. A-11-California Apprenticeship Council (Training Contributions)
11. A-16-Final Affirmation of Compliance. Required from each contractor and subcontractor!

Each person at the meeting was requested to register their name on an attendance sheet, a copy which is attached and made part of this agenda.

During the course of the meeting all of the Federal and California State Labor Standards and wage requirements which are applicable to the construction work to be performed were discussed in full. Prior to adjournment, the participants were invited to ask questions so that there would be no misunderstanding of what is necessary in order for the construction contractor and any subcontractors to demonstrate compliance with the labor standards clauses above.

For additional information concerning labor standards and wage requirements, please contact the Labor Standards Compliance Monitor

Special notations for this project or matters which could not be resolved at the conference are listed in the space below:

Crystal Ransdell

Crystal Ransdell
Labor Compliance Consultants of Southern California
P.O. Box 2660
El Centro, CA 92244
760-791-6914
cransdell@lccsc.net