

Imperial County
Community & Economic Development

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

ADDENDUM NO. 3

June 09, 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: ADVERTISEMENT FOR BIDS - BID OPENING DATE**
Paragraph 1 of the Advertisement for Bids as revised through Addendum No. 2 issued April 22, 2017, notes that the bid opening for this project will be held on Thursday, June 15, 2017. Please note the bidding period for this project will be extended. 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 **2:00 pm** (prevailing local time) on **Monday, July 17, 2017**, and then at said office **in the Board of Supervisors Chambers** will be publicly opened and read aloud.*
- Revision No. 2: INSTRUCTION TO BIDDERS – ARTICLE 7 – INTERPRETATIONS AND ADDENDA**
Section 7.01 of Article 7 – Interpretations and Addenda as revised through Addendum No. 2 issued April 22, 2017, notes that deadline to submit questions for this project will be June 01, 2017. Please note the bidding period for this project will be extended through this Addendum No. 3. 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 26, 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. 3: BID BOND**
Replace the bid bond issued on May 22, 2017, through Addendum No. with the new BID BOND on pages 4/6 – 5/6 of this Addendum No. 3.

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- Question No. 1:** Where is the access point going to be?
Response No. 1: The access point will be along 518 Railroad Avenue towards the lower left-hand corner of the property.
- Question No. 2:** The two palm trees at the site are not noted on the plans as coming out.
Response No. 2: The two palm trees will be addressed by the County prior to beginning construction.

- Question No. 3:** What is the start date?
Response No. 3: With the extension of the bid process, the tentative start date for this project is now September 05, 2017. However, this project is still pending to clear special conditions with the funding source in order to proceed with the project. Therefore, the actual start date depends on clearance from the State to proceed.
- Question No. 4:** Where would the staging area be?
Response No. 4: There is space behind the existing temporary Imperial County Fire Department (ICFD) facility. Should more space be needed, ICFD can move the fencing surrounding the temporary area.
- Question No. 5:** Is the property located in the Indian Reservation?
Response No. 5: No, the property to which the new facility will be constructed on is owned by the County of Imperial and it's located in a non-Indian Reservation.
- Question No. 6:** Do you already have the encroachment permit in place with Public Works or is that going to be the requirement of the general? If the general, is there a way to get the fees waived?
Response No. 6: The encroachment permit is not yet in place and will need to be obtained by the contractor; however, the County will assist in the facilitation of the encroachment permit. In addition, the County will work on having the fees waived.
- Question No. 7:** When is the RFI deadline?
Response No. 7: Through this Addendum No. 3, the deadline to submit questions regarding this project has been extended to June 26, 2017, by 5:00 pm.
- Question No. 8:** Will the Certificate of Occupancy be able to be issued without a parking lot?
Response No. 8: No; however, a temporary Certificate of Occupancy can be issued without the parking lot being completed. Once the project is completed in its entirety, a Certificate of Occupancy will need to be obtained.
- Question No. 9:** Section 00490 Bidder Qualification Statement: Item (e) requires audited financials; our company is able to produce reviewed financials, which has been accepted on our other CDBG contracts and public works contracts. For this size of contract and with the required bonds it appears excessive. Our company, being and SBE has chosen not to spend \$40,000 per year to produce them and it is most unlikely our competitors on this project will as well. We request that you amend the requirement to "Reviewed" Financials.
Response No. 9: This item has been reviewed by both the County and the funding source. A determination has been made that reviewed financials by a CPA are acceptable.
- Question No. 10:** Due to extensive amount of information required on the day of the Bid, can the Bid Due Time/Opening, be extended from 10:00 a.m. to 2:00 p.m.?
Response No. 10: Through this Addendum No. 3, the Bid Opening has been rescheduled for July 17, 2017, at 2:00 p.m.
- Question No. 11:** As part of the bid package the contractor is required to include form 00490 Bidder Qualifications Statement. In that form it asks to include audited financial statements, since the bid is public information and these documents are confidential, how will this information be kept private or protected?
Response No. 11: Prior to any bids being reviewed by the public, an official request must be submitted in writing. Please submit your financial statements in an envelope marked "Confidential" if you would like this document treated as such.

- Question No. 12:** Please confirm existing Palm Trees will be removed by the Client.
Response No. 12: The existing palm trees will be removed by the County.
- Question No. 13:** Will all the site utilities servicing the temporary trailers be removed by the Client or GC?
Response No. 13: The existing utilities servicing the temporary trailer will be the responsibility of the Contractor. This will require coordination between the Contractor, County, and third party as the removal of the trailer and utilities must be addressed simultaneously.
- Question No. 14:** It was stated at the pre-bid conference meeting that the new Public Safety Facility will need to be completed and occupied prior to relocating the existing temporary trailers onsite. How will the GC gain Temporary Certificate of Occupancy if the parking lot will not be completed since the existing temporary trailers are within the new parking lot footprint?
Response No. 14: Imperial County Planning and Development has been informed of this project and noted they can issue a temporary Certificate of Occupancy prior to the completion of the parking lot. Please also see Question/Response #8.
- Question No. 15:** Who is the construction manager for the project?
Response No. 15: Construction Management services for this project will be performed by Nicklaus Engineering.
- Question No. 16:** Our agent said that is normal to have the Bid Bond indicate the bond is good for a specific percentage of the BID PRICE – usually 5% to 10 %. We know that in the Instruction to Bidders - Article 8 - Bid Security, the amount references 10%, but the BID Bond form - attached – does not reference the 10% and it requires the amount in words. Since again as is not unusual in bidding that the final amount may not be known until right before the bid is to be turned in, how do fill in that item. Is it expected to written in, which our agent would not know? We have never seen a Bid bond in this format nor has our agent. Please tell us what to do.
Response No. 16: The Bid Bond form provided in previous addendums is identical to the version included in the bid manual. As the form is in the bid manual with the Instruction to Bidders, the direction provided (10%) should be applied when completing the Bid Bond form.
- Question No. 17:** In the Instruction to Bidders – Article 8 – Bid Security, the amount references 10% of the bid amount, but the Bid Bond form from addendum 1 & 2 does not reference the 10% and it requires the amount to be there in words and figures. How can this be accomplished if the final bid amount will not always be known until just before the bid is presented? The bonding Agent will not be there to write it in so it would have to be written by someone other than the agent. Is this what is acceptable to the County? This format is not usual per our agent and from what we have seen before in Bid Bonds. The usual wording is 5% or 10% of the Total Bid Amount, not Words and Figures. Please advise.
Response No. 17: When completing the Bid Bond form, please be sure to adhere to the direction given in the Instruction to Bidders, Article 8. The amount written on this form should be 10% of the maximum bid amount. Please also see Response #16.
- Question No. 18:** We would like to inquire on Labor Code 108 – 108.5 which requires electricians working under a C-10 Electrical Contractor must have certifications. We are established in Yuma, AZ and employ our electricians here locally. We are also California license and would like to bid on this project, will we be required to have our electricians certified?
Response No. 18: Based on Labor Code 108.2, it appears that all electricians that will be working on this project will need to be certified. Labor Code 108.2: (a) Persons who perform work as electricians shall become certified pursuant to Section 108. Uncertified persons shall not perform electrical work for which certification is required. (b) (1) Certification is required only for those persons who perform work as electricians for contractors licensed as class C-10 electrical contractors under the Contractors' State License Board Rules and Regulations. (2) Certification is not required for persons performing work for contractors licensed as class C-7 low voltage systems or class C-45 electric sign contractors as long as the work performed is within the scope of the class C-7 or class C-45 license, including incidental and supplemental work as defined in Section 7059 of the Business and Professions Code, and regardless of whether the same contractor is also licensed as a class C-10 contractor.

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: **Monday, July 17, 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. 3
ACCEPTANCE OF NOTICE**

Please acknowledge receipt of this Addendum No. 3 consisting of 6 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: June 09, 2017

ACCEPTANCE OF NOTICE

Receipt of the ADDENDUM No. 3 is hereby acknowledged by

Company Name

Date

By: _____
Print Name & Title

Signature