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DEPARTMENT OF GENERAL SERVICES
Capital Projects Management Division



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DATE: March 17, 2023
TO: All Interest Bidders

SUBJECT: Addendum 02
**RFI and Additional Documents to be Included to Contract Documents for:
Solano County, General Services Department 2023 Job Order Contracts**

This ADDENDUM shall be considered part of the bid documents for the above-mentioned projects as though it had been issued at the same time and shall be incorporated integrally therewith. Where provisions of the following supplementary data differ from those of the original bid documents, this ADDENDUM shall govern and take precedence.

Bidders are notified that they shall make **any** necessary adjustment(s) in their estimates on account of this ADDENDUM. It will be construed that each bidders' proposal is submitted with full knowledge of all modifications and supplemental data specified herein.

The clarifications and/or additions and/or deletions that are described in this ADDENDUM shall be included in the PROJECT MANUAL.

The Responses made to Written Comments reflect inquiries received as of Friday, March 10, 2023. In general, the County **does not** modify inquiries received from Contractors. The inquiries are presented exactly as submitted where possible, with the exception that the County has removed any specific firm or individual name references included in the inquiry.

This ADDENDUM supersedes the original PROJECT MANUAL dated February 21, 2023; and Addendum #1 dated March 8, 2023, where it contradicts them; all other conditions remain unchanged.

The bid date remains the same; bids are due by 2:00 PM local time, March 23, 2023, at the Solano County General Services Department, Capital Projects Management Division, 675 Texas Street, Suite 2500, Fairfield, California 94533.

Acknowledgment of receipt of this ADDENDUM is required on the Bid Form. The Acknowledgment Form is included in the Specifications of Page 1, Section 00 41 00.

ADDENDUM NO. 2

Addendum No. 2 is being issued to the Contract Bid Documents for the above referenced project.

PART A – LIST OF QUESTIONS AND ANSWERS of items compiled up to 5:00 P.M. (PST) on Friday, March 10, 2023; and **PART B – COUNTY CLARIFICATIONS/REVISIONS TO PROJECT MANUAL**

PART A – LIST OF QUESTIONS AND ANSWERS

Inquiry 01

Is there a prequalification application for Solano's JOC?

Clarification/Response:

No, there is no pre-qualification application. The only pre-qualification required is to attend the Mandatory Pre-Bid Meeting, held on March 7, 2023, 10AM, at 675 Texas Street, Fairfield, CA 94533 (6th Floor, Conference Room 6004).

Inquiry 02

I wanted to write to you about if the County will be seeking Commissioning Services under this opportunity? Commissioning is not explicitly mentioned under the services sought but there is mention of commissioning on page 171 of the project manual.

Clarification/Response:

The County is not seeking to award a prime contract for Commissioning services. However, projects ("job orders") may need commissioning. Subcontractors should reach out to awarded JOC contractors for sub opportunities.

Inquiry 03

Is the intent of the County that the Contractor hold all five of the designations (A, B, C-10, C-20, and C-39 licenses)?

Clarification/Response:

No, the County is seeking to award at JOC contracts (at least one contract) for each license type. Refer to *Specification 00 11 00 – Notice to Bidders*, part V.

Inquiry 04

It looks like the County will be awarding at least one contract for each of the classifications. So maybe more than one for each classification?

Clarification/Response:

The County **may** award more than one JOC contract per license type, at the time the County issues Notice of Intent to Award JOC Contracts.

Inquiry 05

Reference: Specification 00 72 00 – General Conditions of the Contract for Construction, Article 11 – Insurance, part 11.1.1 – Minimum Scope of Insurance, item .1:

Admiral provides form CG0001 04-13 (April 2013) edition. They cannot offer the policy on a comprehensive general liability form on either CG 0001 November 1988 or form GL 0002 January 1973 edition.

Clarification/Response:

Substitution form CG0001 04-13 (April 2013) edition is acceptable.

Inquiry 06

Specification 00 72 00 – General Conditions of the Contract for Construction, Article 11 – Insurance, part 11.1.1 – Minimum Scope of Insurance, item .2:

Travelers do not provide auto coverage form CA 0001 01 87 (January 1987) coverage form. They provide CA T0 02 02 15. In addition, our policy has Symbol 2 coverage (any owned auto) not symbol 1 which they no longer provide.

Clarification/Response:

Substitution form CA T0 02 02 15 is acceptable.

If the contractors are using only Company-owned vehicles, and if no leased vehicles will be used, then it's acceptable to have only Symbol 2 and not have Symbol 1. If leased vehicles are used, auto liability coverage should extend to leased vehicles.

Inquiry 07

Specification 00 72 00 – General Conditions of the Contract for Construction, Article 11 – Insurance, part 11.1.2 – Minimum Limits of Insurance, item .1:

The specs don't reference that limits can be satisfied by a combination of primary GL and Excess. Our primary GL policy has limits of \$1 million per occurrence and \$ 2 million aggregate. If we are permitted to utilize your excess limits of \$ 8 million, then we would comply, but the specs make no reference.

Clarification/Response:

Having such combination is acceptable. It usually is covered/referenced as an "Umbrella" policy.

Inquiry 08

Specification 00 72 00 – General Conditions of the Contract for Construction, Article 11 – Insurance, part 11.1.2 – Minimum Limits of Insurance, item .2:

As with the GL, there is no specs advising that Excess may be used to achieve limits. Our policy has primary limits of \$ 1million combined single limit. If we are permitted to include the excess we comply. This section calls for "All owned autos" which is symbol 2 (which we have) but contradicts 11.1.1 #2 requiring symbol 1 (any auto).

Clarification/Response:

Refer to inquiry 07 response – it is acceptable to have excess/Umbrella coverage combined with the AL and GL.

Refer to inquiry 06 response.

Inquiry 09

Specification 00 72 00 – General Conditions of the Contract for Construction, Article 11 – Insurance, part 11.1.2 – Minimum Limits of Insurance, item .3:

Same as with GL & auto with respects limits, there is no specificity that an Excess can be used to satisfy limits. Our work comp limits are \$1,000,000.

Clarification/Response:

Refer to inquiries 07 and 08 response. It is acceptable to have an Excess/Umbrella policy to meet the coverage requirements.

Inquiry 10

Specification 00 72 00 – General Conditions of the Contract for Construction, Article 11 – Insurance, part 11.1.3:
The insurers will not eliminate or waive their policy deductibles, however only the primary policyholder is responsible for payment of deductible, not third parties or additional insureds.

Clarification/Response:

This is acceptable.

Inquiry 11

Specification 00 72 00 – General Conditions of the Contract for Construction, Article 11 – Insurance, part 11.1.4, item .1a:

Do you require all of the entities to be specifically scheduled onto our policy, as opposed to accepting our blanket AI forms.

Clarification/Response:

Yes, we require all entities outlined in item .1a to be added as an additional insured and the additional insured endorsement provided. If this is outlined under the blanket AI forms, then that would be acceptable as well.

Inquiry 12

Regarding the bid bond. Normally insurance brokers use the value of a contract to determine the cost of the bond. In this case the value is an estimate, not a fixed figure. This is presenting a challenge for getting the bid bond. Do you have any suggestions for resolving this?

Clarification/Response:

In prior JOC solicitations, the County has stated an estimated (maximum) contract amount with no issues from bidders submitting bid bonds. The bid bond requirement has been revised to:

“A bid bond or certified check in the amount of \$200,000, 10% of the Maximum Contract Value, is required.”

PART B – COUNTY CLARIFICATIONS/REVISIONS TO PROJECT MANUAL

PROJECT MANUAL

Clarification 01

Revision to Specification 00 11 00 – Notice to Bidders

Under section XIII, replace with the following:

“XIII. A bid bond or certified check in the amount of **\$200,000, 10% of the Maximum Contract Value**, is required.”

Clarification 02

Revision to Specification 00 21 00 – Instructions to Bidders

Under section 1.04, C.3, replace with the following:

“3. Certified Bid Bond or certified check for **10% of the Maximum Contract Value** referring to the JOC Contract bid upon.”

Clarification 03

Revision to Specification 00 21 00 – Instructions to Bidders

Under section 1.05.A, replace first sentence with the following. All other information remains the same.

“A. Each bidder shall submit with their bid, a certified or cashier’s check upon a solvent bank, or a Bid Bond in an amount **equal to 10% of the Maximum Contract Value** made payable to Solano County.”

Clarification 04

Revision to Specification 00 41 00 – Bid Form

See attached Specification 00 41 00 – Bid Form for revision. Revision includes:

Under section E, replace first sentence with the following. All other information remains the same.

“E. Liquidated Damages for Failure to Enter into the Agreement:

Enclosed is Certified Check or Bid Bond, made payable to Solano County, which is not less than **10% of the Maximum Contract Value.**”

Clarification 05

Revision to Specification 00 50 10 – Bid Bond

See attached Specification 00 50 10 – Bid Bond form for revision. Revision reflects change to bid bond amount.

PART B – LIST OF ADDITIONAL DOCUMENTS (ATTACHED AS PART OF THIS ADDENDUM)

- Specifications
 - 00 41 00 – Bid Form
 - 00 50 10 – Bid Bond

(END OF ADDENDUM 2)



SECTION 00 41 00 – BID FORM

1.1 GENERAL BID INFORMATION

Bid for: GSD 2023 Job Order Contracts

- A. We, the undersigned, having familiarized ourselves with the local conditions, the Project Manual which includes, but not limited to, Notice to Bidders, Instructions to Bidders, General Conditions, Bid Form, Supplement to Bid Form, Agreement Between County and Contractor, the Construction Task Catalog®, Technical Specifications, and Addenda issued by Solano County, do hereby propose to furnish all labor, materials, necessary tools, expendables, equipment, utility and transportation services, including State of California and local sales or use taxes, license, necessary to complete the Work required for the above Project in strict accordance with the contract documents, including all Addenda.
- B. Undersigned, if one of the lowest apparent bidders, agrees to submit the completed 5-Part Pre-Award Survey (Section 00 46 00) no later than five (5) working days following the Notice of Intent to Award the Contracts to assist County in assessing each of the apparent low bidders as a responsible bidder in accordance with Public Contract Code § 1103.**
- C. Undersigned declares that consideration of the cost of all Performance Bonds and Payment Bonds for the term of the Contract is included in this bid.
- D. Undersigned agrees to enter into and execute an Agreement, if awarded on the basis of this Bid, and to furnish Bonds and Insurance in accordance with Contract Documents, no later than five (5) working days following the Notice of Intent Award the Contracts is issued.
- E. Liquidated Damages for Failure to Enter into the Agreement:**

Enclosed is Certified Check or Bid Bond, made payable to Solano County, which is not less than 10% of the Maximum Contract Value. Should Contractor's bid be accepted, and Contractor thereafter fail to enter into the Agreement on the basis of this bid, IT IS UNDERSTOOD AND AGREED that it is, and will be, difficult or impossible to determine the actual damage which County will sustain in the event of, and by reason of, such failure to enter into the Agreement. Undersigned further agrees that said check or Bid Bond shall be forfeited as liquidated damages (not as a penalty), if undersigned fails to enter into an Agreement on the basis of this bid, after receiving Notice of Award.
- F. Undersigned acknowledges receipt of the following Addenda:
 - 1. Addendum No. ____ Dated _____
 - 2. Addendum No. ____ Dated _____
 - 3. Addendum No. ____ Dated _____
- G. This Bid is valid for ninety (90) calendar days following the date for receiving Bids.
- H. Undersigned proposes to enter into a contract for the following amounts:



I. **ADJUSTMENT FACTORS** for work included in this Contract necessary to perform an ongoing series of individual Projects at different locations throughout the County. The scope of these JOC contracts is for general construction, repair, remodel and other repetitive related work to be performed for the County. The undersigned is aware the Agreement includes provisions for Liquidated Damages as specified in Section 00 73 00 of the Bidding and Contract Requirements if the Project is not completed within the agreed time of completion.

1.2 ADJUSTMENT FACTORS

A. **Bidders shall ensure that the submitted adjustment factors are based on their respective Construction Task Catalog® that corresponds to their classification license type.**

B. The Bidder shall enter the Adjustment Factors in legible figures in the spaces provided below. Failure to enter all Adjustment Factors will result in the Bid being deemed non-responsive.

	Adjustment Factor Name	Adjustment Factor Bid	X Multiplier	= Extended Total
1.	General Facilities, Normal Working Hours Adjustment Factor	__ . __ _ _ _ _	X 0.50	= __ . __ _ _ _ _
2.	General Facilities, Other Than Normal Working Hours Adjustment Factor	__ . __ _ _ _ _	X 0.30	= __ . __ _ _ _ _
3.	Secured Facilities, Normal Working Hours Adjustment Factor	__ . __ _ _ _ _	X 0.10	= __ . __ _ _ _ _
4.	Secured Facilities, Other Than Normal Working Hours Adjustment Factor	__ . __ _ _ _ _	X 0.10	= __ . __ _ _ _ _
	Sum the Extended Total column.			= __ . __ _ _ _ _
5.	The Sum is the Award Criteria Figure.			

B. Adjustment Factors and extended totals should be rounded to four (4) decimal places. Use conventional rounding methodology (i.e., if the number in the 5th decimal place is 0-4, the number in the 4th decimal remains unchanged; if the number in the 5th decimal place is 5-9, the number in the 4th decimal is rounded upward).

C. **The ‘Other Than Normal Working Hours’ Adjustment Factors must be greater than or equal to or greater than the ‘Normal Working Hours’ Adjustment Factors. Failure to do so shall be grounds for bids to be rejected as non-responsive.**

D. **Any ‘Secured Facilities’ Adjustment Factors must be greater than or equal to or greater than any of the ‘General Facilities’ Adjustment Factors. Failure to do so shall be grounds for bids to be rejected as non-responsive.**

E. The Owner reserves the right to correct arithmetic errors in the event of a discrepancy, the Adjustment Factors listed in the column titled “Adjustment Factor Bid” shall take



precedence and be used to calculate the extended totals.

- F. The weighted percentages (x multiplier) presented above are only for calculating the Award Criteria Figure. There is no guarantee that the work ordered will be consistent with the weighted percentages. The Award Criteria Figure is only used to compare bids. It is not used to prepare Price Proposals. When preparing Price Proposals, the Bidder shall use one or more of the Adjustment Factors written above.

1.4 CONTRACT

- A. **No Contractor will be permitted to submit more than one (1) bid for each type of Job Order Contract.** Bids by related Contractors are prohibited. For purposes of this solicitation, one Contractor (“Contractor A”) will be determined to be related to another Contractor (“Contractor B”) if (i) Contractor A either directly or indirectly owns ten percent (10%) or more of the shares or capital interest in Contractor B; (ii) Contractor A has more than fifty percent (50%) of the voting interest in Contractor B; or (iii) one or more of a Contractor’s owners is also an officer, director, or partner in the other Contractor’s company.

Job Order Contract	Contractor’s License	Select Contract (Place “X”)
GSD JOC 2023 – A	Class ‘A’ (General Engineering)	
GSD JOC 2023 – B	Class ‘B’ (General Building)	
GSD JOC 2023 – C-10	Class ‘C-10’ (Electrical)	
GSD JOC 2023 – C-20	Class ‘C-20’ (Warm-Air Heating, Ventilating and Air-Conditioning)	
GSD JOC 2023 – C-39	Class ‘C-39’ (Roofing)	

Refer to Section 01 11 00 – Summary of Work, under Project Description for more information.



Bid submitted by:

Type of Organization: _____
(Individual, Partnership, Corporation, Etc.)

Company's Name: _____

Partner's Names: _____
(If Partnership)

Seal (If Corporation):

(Date)

By: _____
(Signature of Contractor)

(Type Name of Contractor)

(Address)

(Telephone)

Contractor License:

Class: _____ Number: _____ Expiration Date: _____

CA DIR Registration No: _____

Attachments:

- Bidder Information Sheet
- Bid Bond
- Non-Collusion Affidavit
- Certification Concerning Worker's Compensation
- Corporate Resolution Authorizing Signature of Document

END OF SECTION 00 41 00



SECTION 00 50 10 - BID BOND

BIDDER'S BOND TO ACCOMPANY PROPOSAL
(Penalty of this Bond must be **10% of the Maximum Contract Value**)

KNOW ALL MEN BY THESE PRESENTS:

That we, _____, as principal _____ and _____, as surety, are held and firmly bound unto Solano County in the sum of _____ dollars, (\$ _____), to be paid to the said County or its certain attorney, its successors and assigns; for which payment, well and truly to be made, we bind ourselves, our heirs, executors and administrators, successors or assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that if the certain proposal of the above bounden for _____ dated _____ is accepted by Solano County and if the above bounden _____, his heirs, executors, administrators, successors and assigns, shall duly enter into, execute and deliver a signed Agreement for such construction, and shall execute and deliver the required performance bond, payment bond, liability insurance certificate and worker's compensation certificate, within seven calendar days from the date of the receipt of a Notice of Award to the above bounden _____ from Solano County, then this obligation shall become null and void; otherwise it shall be and remain in full force and virtue.

Witness our hands this ___day of _____, 2023.

Principal

Seal

By

Surety

Seal

By

Agency of Record

END OF SECTION 00 50 10