



**REQUEST FOR PROPOSALS
FROM PRE-QUALIFIED
CONTRACTORS**

**JAIL PIPING REPLACEMENT AND SHOWER REPAIR
AT
500 UNION AVENUE
FAIRFIELD, CA**

July 20, 2020

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INSTRUCTIONS TO PROPOSERS

ARTICLE 1 - INTRODUCTION AND BACKGROUND

The County is using a “Best Value Construction Contracting” method of project delivery for the Project as permitted by section 20155 of Public Contract Code. The County has retained the services of an Architectural and Engineering consultant (Cannon Design and Dewberry) who have prepared the design documents. The County has also retained the services of a Construction Manager (Gilbane Building Company) to assist the County in procuring and managing the project.

“Best Value Construction Contracting” means a procurement process whereby the selected bidder may be selected on the basis of objective criteria for evaluating the qualifications of bidders with the resulting selection representing the best combination of price, qualifications and project approach. Final Best Value ranking is determined by dividing the total quality score by the bid price. The lowest cost per quality point represents Best Value to the County.

Enabling Legislation:

Per section 20155 of Public Contract Code, Solano County has the statutory authority to deliver projects using an alternative method of bidding and building construction for projects in excess of \$1 million. This RFP is the second step in a two-step selection process outlined in section 20155 of California Public Contract Code.

Solano County is seeking responses to this Request for Proposals (“RFP”) from the following prequalified short-listed Contractors to provide the construction of the Jail Piping Replacement and Shower Repair Project:

- ACCO Engineered Systems
- Bell Products, Inc.
- Peterson Mechanical, Inc.
- Sea Pac Engineering

The purpose of this RFP process is to receive formal cost and qualification proposals from the short-listed Contractors. Responsive and Responsible Proposals received in reply to this RFP will be used by the County to determine a Best Value Contractor using the selection method outlined in this RFP document. The County intends to contract with the selected Best Value Contractor to execute the construction of the Jail Piping Replacement and Shower Repair Project.

ARTICLE 2 - SUMMARY OF PROJECT AND RFP PROCESS

2.1 SUMMARY OF PROJECT

- 2.1.1 Project Description.** the construction will consist of two main aspects; the replacement of domestic hot/cold water piping throughout the facility and the repair of existing showers.

The project will encompass replacement of all existing domestic cold water, hot water supply and return piping within the building. The extent of the renovation shall extend from the recently completed hot water equipment installed in the mechanical room to the plumbing fixtures connection throughout the jail. Most of this work is located above ceiling or within plumbing chases. This work will include minor ceiling demolition and repair where ceiling access is required for piping replacement.

Existing showers in the detention facility will be rehabilitated removing the existing finishes and replacing with new finishes. Existing shower controls will be replaced. Three showers in the infirmary area will be replaced with new, larger showers. Wall demolition and replacement will occur in these areas.

It is important to note that this project is being completed in an active jail that operates 24/7 and has significant restrictions on personnel who are permitted to work on the project. All work within the facility will be fully escorted and require the contractor to work with custody officers at all times. The contractor will not be able to come and go as they want in all areas of the project. After hours work will not permit the ability to have more freedom of movement. Additionally, background checks will be performed for all personnel who will be working within the walls of the jail and therefore the correct staff will need to be selected for this project.

- 2.1.2 Project Budget.** The Project Budget for the Work, inclusive of all costs of construction, supervision and management, is estimated at \$3,500,000.
- 2.1.3 Contract Time.** The Contract Time allocated for Substantial Completion of the construction of the Work is twelve (12) months. Each Contractor Proposal shall include a proposed project schedule that, if accepted by the County, shall become part of the terms of the Agreement. Contractor schedule proposals shall not exceed the Contract Time but may propose an earlier completion. Failure by the Contractor to achieve substantial completion, for any reason, within the proposed schedule, except as extended by Contract Adjustment for Excusable Delay or Compensable Delay, shall constitute an Unexcused Delay.
- 2.1.4 No Warranty by County.** Proposers are solely responsible to satisfy themselves as to the suitability of the stipulated sum, technical criteria, reports and other information provided to, or reviewed by, them relating to the Project and nothing stated therein, in the RFP Documents or in any other information provided by the County shall be construed as implying the creation or existence of any warranty, express or implied, on the part of the County with respect to the completeness, accuracy or sufficiency thereof.
- 2.1.5 Changes by County.** The County reserves the right, exercised in its sole and absolute discretion, to change, by additions, deletions or modifications, the Project Criteria, Project Budget, Contract Time, Agreement, General Conditions or any other portion of the RFP Documents at any time prior to Award.

- 2.1.6 Site Security.** The Sheriff's Department requires background security clearances for all individuals who will work on the site. Refer to Specification Section 01 35 53 for additional information.

2.2 SUMMARY OF RFP PROCESS

- 2.2.1 Informational Summary.** The provisions of this Section 2.2 are intended to summarize for Proposers the process that the County intends to follow in respect to Award of the Agreement. This summary is provided for the convenience of the Proposers and should not be interpreted as a complete or definitive statement of all procedures, conditions, requirements or standards that may apply.

- 2.2.1 Proposers/Bidders/Contractors.** These terms, Proposers, Bidders, General Contractors and Contractors, are interchangeable throughout this document, the Project Manual and Project Drawings in this Best Value selection process.

- 2.2.2 Two-Step Selection Process.** The Award of the Agreement is being conducted as a two-phase process:

Step 1 - Request for Qualification: Step 1, which has been completed, is the process of pre-qualifying a "short-list" of Contractors to whom a Request for Proposals will be issued inviting them to participate in a submission of a Proposal (Step 2, below) for the Award of an Agreement for this project.

Step 2 - Request for Proposals: Step 2 is the Proposal that will be used to select one (1) Best Value Contractor from the Proposals received in response to the Request for Proposals. The Best Value Contractor Proposer will receive the Notice of Intent to Award the Agreement for this project. Selection of the successful Proposer in Step 2 is based upon pre-established criteria as described in the RFP, which include both cost and non-cost factors. Award of the Agreement shall be made to the Contractor whose Proposal is determined by the County to be overall the Best Value to the County taking into consideration all such cost and non-cost factors.

- 2.2.3 Award.** The Board of Supervisors for the County will issue an approval for Award of the Agreement, stating the basis of the Award. The identity of the successful Proposer shall be publicly announced with a summary of the County's rationale for the Award.

ARTICLE 3 - PROPOSER REPRESENTATIONS

3.1 REPRESENTATIONS Each Proposer makes the following representations relative to its submission of its Contractor Proposal:

- 3.1.1 Compliance with RFP Documents.** Proposer represents that its Contractor Proposal is made in compliance with the RFP Documents.

- 3.1.2 Attendance at Pre-Proposal Conference.** Proposer represents that it attended the mandatory Pre-Proposal Conference.

- 3.1.3 Due Authorization.** Proposer represents for this project that the signer(s) of the **Proposer's Contractor Proposal** and any other documents submitted on behalf of the Proposer to the County that are signed by Proposer is/are authorized to do so on behalf of the Proposer and that if the Proposer, as well as any Contractor member authorized to sign and signing on behalf of the Proposer, is a corporation that such corporation is duly incorporated under Applicable Laws and is authorized to do business in, and is in good standing under, the laws of the State of California.
- 3.1.4 Review of Project Information.** Proposer represents that it has carefully and thoroughly inspected: (1) the Site and its surroundings, Existing Improvements and their existing uses by the County, routes of ingress and egress, and local conditions in the vicinity of the Site (including, without limitation, sources and availability of labor, materials and equipment); (2) the status of any construction at the Site under construction at the time of submission of its Contractor Proposal; (3) all Reference Documents listed in EXHIBIT 2 – REFERENCE DOCUMENTS attached hereto.
- 3.1.5 Agreement.** Proposer represents that it has carefully reviewed the terms and conditions of the Project Manual and that the terms and conditions thereof are satisfactory to Proposer and represent in the opinion of the Proposer a fair and reasonable allocation and sharing of risks and responsibilities as between the County and the Contractor.
- 3.1.6 Licensing.** Each Proposer must possess at the time of submission of its Contractor Proposal and at all times during the Request for Proposal process an active Class B (general contracting), Class A (general engineering) or Class C-36 (plumbing) contractor's license issued by the California Contractors State Licensing Board that is in good standing.
- 3.1.7 Proposal Expiration.** Proposer represents that it will guarantee its bid for a minimum of 60 days from the date of submission.

ARTICLE 4 – RFP DOCUMENTS, SCHEDULE AND PROCEDURES

4.1 RFP DOCUMENTS

- 4.1.1 Contents.** The RFP Documents consist of the following: (1) these Instructions to Proposers (including, without limitation, all EXHIBITS attached hereto); and (2) any and all RFP Addenda.
- 4.1.2 Duty of Review.** Each Proposer, in submitting its Contractor Proposal acknowledges and understands its affirmative obligation to carefully and thoroughly examine all RFP Documents and other information available to the Proposer relating to the Project and the conditions under which the Work will be performed and to seek clarification prior to such submission of any and all items of information contained in the RFP Documents or in any other documents upon which the Proposer has relied in preparing its Contractor Proposal that it observes, or should have observed in the exercise of reasonable care in its capacity as a Contractor responsible for construction, constitute or indicate: (1) errors,

omissions, conflicts, ambiguities, lack of coordination or noncompliance with Applicable Laws; (2) problems associated with constructability, availability of labor, materials, products or equipment; or (3) difficulties or obstructions affecting Proposer's ability to perform the Work within the constraints of the Contract Sum or Contract Time. Failure by a Proposer to fully inform itself of the matters described herein and to seek clarification in the manner required herein shall not relieve the Proposer from its responsibilities under the Agreement and other Contract Documents nor serve as the basis for any claim by the Proposer that it was mistaken or misled in connection with the preparation of its Contractor Proposal or its planning for construction of the Work.

4.1.3 Requests for Information. Requests for Information regarding the RFP must be directed in writing to Tim Reynolds at:

tsreynolds@solanocounty.com

Requests for Information must be received by the deadline for Requests for Information set forth in the RFP Schedule in Paragraph 4.2.1. Requests for Information received after that time may not be responded to.

4.1.4 RFP Addenda.

.1 Purpose. County reserves the right, in the exercise of its sole and absolute discretion, to change (by additions, deletions or modifications), and issue clarifications or interpretations affecting, the RFP Documents or Request for Proposal process. Such changes, clarifications and interpretations that are made prior to the issuance of the Notice of Intent to Award will be made by issuance of RFP Addenda and if made in any other manner shall not be relied upon by Proposers and will not be binding upon the County.

.2 Availability. RFP Addenda will be posted to the County's website at:

<http://www.solanocounty.com/depts/genserv/cpm/notices.asp>

Postings will be in the time and frequency as dictated by the County and as necessitated by the volume of Requests for Information. The County will endeavor to notify each of the short-listed Contractors by email when an addendum has been posted, however it is ultimately each individual Contractors responsibility to check the County website for discovery and receipt of addenda, whether notification is provided or not.

.3 Responsiveness. All Contractor Proposals shall comply with and be responsive to all RFP Addenda issued prior to the applicable deadline in the RFP Schedule for submitting such Contractor Proposals.

.4 Proposer Responsibility. Failure of a Proposer to receive a RFP Addendum shall not (1) relieve the Proposer from any obligation to comply with the requirements thereof; (2) relieve the Proposer from any obligation or conditions set forth in its Contractor Proposal; (3) entitle the Proposer to an extension of the RFP Schedule; nor (4) be considered as grounds for permitting the Proposer to

modify its Contractor Proposal in a manner not expressly authorized by the RFP Documents.

.5 Acknowledgement by Proposer. The Proposer shall confirm, by specifically identifying and listing in its Contractor Proposal, its receipt of each RFP Addendum. Failure to so acknowledge receipt of each and all RFP Addenda may be asserted by the County as a basis for determining a Contractor Proposal nonresponsive.

- 4.1.5 Use of County Forms.** Forms included with the RFP Documents shall be used. In those instances where such forms are provided, information provided by Proposers on other forms not provided in the RFP Documents may, at the discretion of the County, be disregarded.

4.2 RFP SCHEDULE

- 4.2.1 RFP Schedule.** The following is the anticipated schedule of events relative to the Request for Proposal process and Award of the Agreement:

.1 Issue Request for Proposals:	July 20, 2020
.2 Pre-Proposal Conference:	July 22, 2020 (<i>tentative</i>)
.3 Requests for Information Deadline:	August 6, 2020
.4 Request for Proposal Responses Due:	August 13, 2020 @ 4pm
.5 Board of Supervisors Approval:	Sept/Oct 2020
.6 Anticipated Notice to Proceed:	October 2020

- 4.2.2 Changes to RFP Schedule.** The County reserves the right, at any time, to make additions, modifications or deletions to any of the events or dates that comprise the RFP Schedule. Such changes shall be made by RFP Addendum. References in the RFP Documents to the RFP Schedule or to dates in the RFP Schedule shall mean the RFP Schedule set forth in Paragraph 4.2.1, above, as adjusted by any changes thereto made pursuant to this Paragraph 4.2.2.

- 4.2.3 No Public Proceedings.** All proceedings & meetings related to the RFP evaluation process shall be closed to the public.

4.3 RFP PROCEDURES

- 4.3.1 Pre-Proposal Conference.** Attendance at the Pre-Proposal Conference is a condition to Proposer's right to have its Contractor Proposal considered by the County. The County reserves the right to schedule additional mandatory and/or non-mandatory conferences upon advance written notice to the Proposers. Whether or not a Proposer attends such non-mandatory conferences, it is charged with knowledge of all facts, circumstances and other information that was made available, or provided, to Proposers at such conferences, including, without limitation, any and all of the physical conditions of the

Site and Existing Improvements that were visible and/or available to Proposers for inspection or review.

4.3.2 Bond Accompanying Proposal.

.1 Terms of Proposal Bond. Each Contractor Proposal shall be accompanied by a Bond issued by an Admitted Surety and made payable to the County for an amount equal to at least ten percent (10%) of the amount of the Bid Price Proposal as a guarantee that if the Proposer receives the Award of the Agreement: (1) Contractor will be duly licensed in accordance with the licensing requirements of the RFP Documents; (2) Proposer will enter into the Agreement with the County (in the form required by the RFP Documents); (3) Proposer will furnish the Performance and Payment Bonds required to be submitted under the RFP Documents; and (4) Proposer will submit in accordance with the RFP Documents its other Post-Award Submittals.

.2 Forfeiture and Liability. Should the Contractor refuse to enter into the Agreement or fail to furnish the Performance and Payment Bonds and other Post-Award Submittals, then the amount of the Bond Accompanying Proposal shall be forfeited.

.3 Release by County. The County will have the right to retain the Proposal Bond of any Proposer to whom an Award is being considered until either (1) the Agreement has been executed and Performance and Payment Bonds and other required Post-Award Submittals have been furnished, or (2) all Contractor Proposals have been rejected. The Proposal Bonds of unsuccessful or disqualified Proposers will be returned no later than sixty (60) Days after the Award of the Agreement is made by the County.

4.3.3 Submission.

.1 Time. Each Contractor Proposal shall be mailed or hand delivered at any time during regular working hours, up to and including the deadline in the RFP Schedule for 'Request for Proposal Responses Due'. Any mailing must be delivered to and received by the County's Capital Project Management Department at or before the deadline. The County reserves the right, prior to opening any of the sealed Contractor Proposals, to extend or reset a new deadline for submission of Contractor Proposals. In the event that the deadline for submission of Contractor Proposals is so extended, the Contractor Proposals that were received prior to the original deadline for receipt of Contractor Proposals will be held, without opening them, until the new deadline for submission has passed. Contractor Proposals or any portion thereof (such as, but not limited to, information purporting to supplement or revise a Contractor Proposal), received after the deadline in the RFP Schedule for submission will be returned unopened.

.2 Delivery. (Electronically transmitted Contractor Proposals will not be considered)

Delivery of Contractor Proposals shall be by hand delivery or mail only to:

Solano County, General Services Department
Capital Projects Management Division
Attn: Tim Reynolds
675 Texas Street, Suite 2500
Fairfield, CA 94533

.3 Format. Refer to EXHIBIT 3 – PROPOSAL REQUIREMENTS for format.

- 4.3.4 Envelopes, Packaging.** All Contractor Proposals shall at the time of delivery be enclosed in a sealed opaque envelope or box. Said envelope, as well as any other outer envelope or packaging in which said envelope may have been placed by Proposer or the carrier for delivery, shall be addressed and delivered as provided in these Instruction To Proposers and shall be clearly and conspicuously labeled with the Project name, the Proposer's name and address and an identifying name of the Project. **Please refer to EXHIBIT 3 for additional information on separate envelope requirements for the bid price.**
- 4.3.5 Timely Delivery.** The Proposer assumes full responsibility for timely delivery of its Contractor Proposal at the location designated in these Instructions to Proposers.
- 4.3.6 Signatures, Oath.** Each Contractor Proposal shall be signed by a person having authority to enter into contracts on behalf of the Contractor submitting same. The information provided by the Proposer in its Contractor Proposal is deemed provided under oath, with the understanding that the providing of false information is, in itself, grounds for disqualification.
- 4.3.7 Unauthorized Communications.** Unless and except requested to do so in writing either in response to a written request for information from County or as otherwise permitted by the RFP Documents, Proposers and their Subcontractors shall not communicate, either verbally or in writing, with: (1) any member of the RFP Selection Committee; (2) any consultant or professional retained by the County for the purpose of providing the County advice or professional services in respect to the Project, the Request for Proposal process or the Award of the Agreement; or (3) any employee or representative of the County with respect to any matter relating to the Project.
- 4.3.8 RFP Selection Committee.** The County has created the RFP Selection Committee to conduct on its behalf: (1) evaluation, scoring and ranking of the Contractor Proposals; (2) Discussions; and selection of the successful Proposer to receive the Notice of Intent to Award Agreement.
- 4.3.9 Information of Proposals.** County reserves the right at any time to request in writing from any Proposer, or all Proposers, clarification of any information contained in a Contractor Proposal. Requests for clarifications are discretionary with the County and they may be issued at any time after the deadline in the RFP Schedule for receipt of Contractor Proposals and prior to Award. Nothing stated herein or elsewhere in the RFP Documents shall be interpreted as obligating the County to request further clarification from any Proposer or as obligating the County to seek the same or similar clarification from other or all Proposers. Requests by the County for clarification shall be responded to by the Proposer to whom it is directed within three (3) Days after the date of receipt thereof by the Proposer in the same manner and to the same location as provided in Paragraph 4.1.4, above, for submission of Requests for Information. Responses to such requests by County shall be limited to clarifying the portion of the Contractor Proposal described in the County's request. Responses shall not include changes to a Contractor Proposal.

Information provided in a response to a request for clarification that does not comply with the requirements of this Paragraph will not be considered.

4.3.10 Proposal Responsiveness. The County may determine as Unresponsive any Contractor Proposal which does not comply with the requirements of the RFP Documents or in which any statement or representation made or incorporated by reference in the Contractor Proposal (or in the attachments or other documents submitted with the Contractor Proposal) is false, incorrect or materially incomplete or misleading.

4.3.11 Waiver of Irregularities. The County reserves the right, but assumes no obligation, to waive minor or clerical irregularities, errors or omissions in the information contained in any Contractor Proposal or in regard to any Proposer's compliance with the Request for Proposal process, and to make all final determinations related thereto.

4.3.12 Withdrawal, Resubmission by Proposer. Upon written notice to the County at the place for receipt of Contractor Proposals, Contractor Proposals may be withdrawn at any time and resubmitted prior to the applicable deadline for submission thereof. Contractor Proposals may not be withdrawn after the applicable deadline for receipt thereof.

4.3.13 Rejection, Withdrawal by County. Without limitation to any of the County's other rights under the RFP Documents or Applicable Laws, the County reserves the right to reject any Contractor Proposal that contains any information that is false, incorrect or materially incomplete or misleading, is not accompanied by a required Proposal Bond or by other documents required by the RFP Documents to be submitted with a Contractor Proposal, or is in any way incomplete or irregular. The County further reserves the right, before or after evaluation and scoring of Contractor Proposals, to withdraw its Request for Proposal and/or reject all Contractor Proposals.

4.3.14 Costs and Expenses. The successful Proposer selected to receive the Award of the Agreement shall bear, at its own expense, without reimbursement by the County, all costs and expenses associated with the preparation of its Contractor Proposal and its participation in the Request for Proposal process.

4.3.15 Interested Parties. Consultants or Subconsultants to the County who are participants or advisors to the County in respect to the competition for the Project, shall not be allowed to participate as a Subconsultant or Subcontractor, of any tier, to a Contractor.

ARTICLE 5 – CONTRACTOR PROPOSAL

5.1 PROPOSAL BASIS, CONTENT AND FORMAT

5.1.1 Basis. Refer to EXHIBIT 3 – PROPOSAL REQUIREMENTS for this information.

5.1.2 Content. Contractor Proposals shall comply with all requirements of the RFP Documents. Proposers shall not assume that they will be contacted or afforded an opportunity to clarify, discuss or revise their Contractor Proposals. As such, Contractor Proposals should

be self-explanatory and submitted initially with the most favorable terms, from a price and technical standpoint, which the Proposer can offer.

- 5.1.2 Format.** Each Proposer shall submit its completed Proposal in accordance with the Specific Contractor Proposal Requirements set forth in EXHIBIT 3 – PROPOSAL REQUIREMENTS attached hereto. The original of the Contractor Proposal shall be clearly marked as the "**ORIGINAL**" and bear an original signature and printed name and title of the person or persons legally authorized to enter into contracts on behalf of the Proposer. A signature on a Contractor Proposal by a corporation shall further give the state of incorporation and have the corporate seal affixed. Copies shall include copies of signatures and seals, but do not require original signatures or seals.
- 5.1.4 Name of Proposer.** Each Contractor Proposal shall state the legal name of the Proposer and the legal form of business entity of the Proposer.
- 5.1.5 Untrue or Misleading Information.** In addition to and without limitation upon any other requirements of the RFP Documents, the County shall have the right to disqualify any Contractor and reject any Contractor Proposal should it determine that any information submitted by the Proposer in the RFQ or RFP process is false, incorrect or materially incomplete.
- 5.1.6 Figures.** Dollar sums and amounts shall be expressed in Contractor Proposals in both words and figures. In case of discrepancy, the amount written in words shall govern.
- 5.1.7 Alterations.** Interlineations, alterations and erasures to a Contractor Proposal must be initialed by each and all of the signer(s), respectively, of the Contractor Proposal.
- 5.1.8 Applicable Laws.** All Contractor Proposals must be submitted, filed, made and executed in accordance with Applicable Laws, whether the same are expressly referred to herein or not.
- 5.1.9 Period of Irrevocability.** The Proposer's Contractor Proposal (including, without limitation, the stipulated sum and its offered enhancement), shall be held firm and shall be deemed irrevocable for a period of ninety (90) Days from the deadline in the RFP Schedule for receipt of Contractor Proposals.
- 5.1.10 Changes to Proposals.** Changes, in the form of additions, deletions, or modifications, to Contractor Proposals, shall not be permitted after the respective deadline for submission thereof.

5.2 HONORARIA

- 5.2.1 Payment.** No Honoraria of any type or amount will be paid to any Contractor submitting a Best Value Proposal.

ARTICLE 6 - PROPOSAL EVALUATION

6.1 REVIEW OF PROPOSALS

The Contractor Proposals may be opened and reviewed by the RFP Selection Committee at any time after the applicable deadline for submission.

6.2 SCORING AND RATING OF PROPOSALS

- 6.2.1 Scoring and Rating.** Scoring of the Contractor Proposals may occur at any time after receipt, but shall occur only one time, except as described in Article 6.2.2. Scoring will be in accordance with the RFP Documents, including, without limitation, EXHIBIT 4 – EVALUATION CRITERIA attached hereto.
- 6.2.2 Adjustments in Rating.** County reserves the right, in its sole and absolute discretion, to adjust, increase, limit, suspend or rescind the rating or ranking based on subsequently-learned information that: (1) if true, would render the Proposer's Contractor Proposal, or any information provided as part of the RFQ process to be false, incorrect or materially incomplete or misleading; or (2) constitutes new information materially affecting the scoring or ranking of the Proposer's Contractor Proposal.

ARTICLE 7 - AGREEMENT

7.1 EXECUTION OF AGREEMENT

- 7.1.1 Agreement.** A copy of the Agreement that the County contemplates issuing to the successful Proposer is included in the Project Manual. If the County issues its Notice of Intent to Award prior to expiration of the period of irrevocability of the Contractor Proposal as set forth in Paragraph 5.1.9, above, then the Proposer shall within such period of irrevocability execute the Agreement and accept the Project Manual without any exception or change, other than changes set forth in a RFP Addendum issued by the County. The Agreement shall not be binding upon the County until it has been approved by the Board of Supervisors and executed by the County.
- 7.1.2 Changes by County.** County reserves the right, exercised in its sole discretion, prior to Award, to unilaterally change, by addition, modification or deletion, any of the terms of the Agreement or General Conditions by issuance of an RFP Addendum setting forth the substance of such change.
- 7.1.3 No Exceptions or Qualifications.** Contractor Proposals shall not contain, nor be conditioned upon acceptance of, any exceptions, changes or additions to the terms and conditions of the Agreement or General Conditions, other than changes that have been approved and ordered County by means of a previously issued RFP Addendum. Statements contained in a Contractor Proposal to the effect that a price is based on certain "assumptions" that are not part of the specific requirements of the RFP Documents shall be deemed to constitute an impermissible qualification in violation of the requirements of this Paragraph 7.1.3.

7.2 SPECIAL PERFORMANCE REQUIREMENTS

- 7.2.1 Bonding, Insurance.** Without limitation to the other requirements of the RFP Documents, the successful Proposer to whom Notice of Intent to Award is issued shall possess and be required to submit a letter from a surety for evidence of: (1) sufficient bonding in the form of a Performance Bond and Payment Bond in the full amount of the Contract Sum; and (2) evidence of insurance, including, without limitation, evidence of (a) insurance coverage required to be provided by the Contractor under the terms of the RFP Documents the Agreement and General Conditions. The foregoing bonds and insurance shall be provided in accordance with the requirements of the Project manual and the Agreement and the costs thereof shall be deemed included in the Proposal Price. Both the Performance Bond and Payment Bond shall be issued by an Admitted Surety. The Surety on the Performance Bond shall have an A.M. Best's Insurance Rating of not less than "A VIII". The successful Proposer shall require the attorney in-fact who executes the required Performance Bonds and Payment Bonds on behalf of the Surety to affix thereto a certified and current copy of the power of attorney.
- 7.2.2 Labor Compliance.** The successful Proposer who receives the Award of the Agreement will be required to comply with all of the applicable provisions of the California Labor Code (including, without limitation, payment of prevailing wages, maintenance of weekly certified payrolls and hiring of apprentices).
- 7.2.3 Subcontracting.** All Subcontractors shall be listed on form included in Division 00 in accordance with the requirements.

ARTICLE 8 - AWARD, POST-AWARD SUBMITTALS

8.1 AWARD

- 8.1.1 Basis of Award.** Following the ranking of the Contractor Proposals by the RFP Selection Committee, the County will then have the option of either: (1) Issuing a Notice of Intent to Award; or (2) rejecting all Contractor Proposals.
- 8.1.2 Notice of Intent to Award.** The County will deliver a Notice of Intent to Award directly to the Proposer to whom the County intends to Award the Agreement. The County may, in its sole and exclusive discretion, elect to shorten or extend the time for issuance of its Notice of Intent.
- 8.1.3 Notification of Results.** Written notice of the results of the RFP selection process will be provided to all Contractor proposers and will be posted on the County's website at the same location where the RFP and Addendum are posted.
- 8.1.4 Cancellation.** The County reserves the right, exercised in its sole and absolute discretion, to cancel Award of the Agreement and/or to retract any Notice of Intent to Award at any time before the Agreement is executed by both the County and the Proposer to whom the Notice of Intent to Award is issued by the County.

8.1.5 Award. Award may be made unconditionally or subject to a Proposer's acceptance of certain stated conditions.

8.1.6 County Consultants. Proposers are advised that the RFP Selection Committee may include or be advised by County Consultants.

8.2 POST-PROPOSAL/AWARD SUBMITTALS

8.2.1 Post-Award Submittals. The Proposer to whom Notice of Intent to Award is issued by the County shall, within such periods of time as are set forth below, after receipt of Notice of Intent to Award, complete and furnish to the County, the following Post-Award Submittals using the forms provided in the RFP Documents and, where required, duly signed and executed by the Proposer. Such signature(s) shall, unless otherwise stated in such form, comply with the same requirements applicable to signature(s) required for submission of Contractor Proposals:

.1 Within 5 Days after Notice of Intent to Award, the Proposer shall furnish to the County the following documents:

(1) Agreement in the form attached hereto in the Project Manual and as modified by RFP Addendum, duly executed by the said Proposer in accordance with its Letter of Organization.

.2 Within 10 Days after Board of Supervisors Approval of the Contract, the Proposer shall furnish to the County the following documents:

(1) Executed Performance and Payment Bonds.

(2) Required Insurance certificates.

8.2.2 Letter of Organization. The successful Proposer is required, at the time of submitting the Agreement executed by said Proposer, to furnish a Letter of Organization attached hereto setting forth those persons authorized to sign legal documents on behalf of the Proposer. If the person(s) authorized to sign are signing on behalf of a corporation, the Letter of Organization shall set forth as to such corporation either: (1) the names, titles and signatures of two persons authorized to sign, one from among the chairperson of the board of directors, president or vice president, and one from among the secretary, chief financial officer or assistant treasurer; or (2) in lieu of one of the two signers required by Clause (1) of this Paragraph 8.2.3, the name, title and signature of another authorized corporate officer or agent who is authorized by corporate resolution to sign on behalf of the corporation, along with a copy of such resolution.

8.2.3 Failure to Submit. Failure of the successful Proposer to submit the Post-Proposal and Post-Award Submittals in accordance with Paragraphs 8.2.1 and 8.2.2, above, within the time periods specified therein, shall: (1) if the Agreement is not executed be deemed to be a failure or refusal to execute the Agreement and shall be cause for forfeiture of the Proposer's Proposal Bond; or (2) if the Agreement is executed, constitute a material breach by Proposer of the Agreement.

- 8.2.4 Change to Dates.** The County reserves the right, in its sole and absolute discretion, to modify the dates for submission of Post-Award Submittals at any time or for any reason, either before or after Award. Any such changes that are made prior to issuance of the Notice of Intent to Award shall be by RFP Addendum.

ARTICLE 9 – DEBRIEFING AND APPEAL

9.1 DEBRIEFING

- 9.1.1 Debriefing.** No sooner than 30 days after award of the Contract by the Board of Supervisors, the County will make available, for those unsuccessful Proposers requesting it, an opportunity for a debriefing. Debriefings may be conducted in person or phone. During the debriefing, Proposers will be provided with: (1) a summary of the County's evaluation in the Proposer's Contractor Proposal; (2) the overall rating of the Proposer's cost and qualification elements of its Proposal; (3) the overall order of ranking of all Contractor Proposals; and (4) a summary of the rationale for the Award. Copies of competing Contractor Proposals and evaluation work sheets of the RFP Selection Committee will not be provided. Debriefings shall not include a point-by-point comparison of the de-briefed Contractor Proposal with other Contractor Proposals. Debriefings and they shall not include disclosure of any information prohibited from disclosure by Applicable Laws or exempt from release under Applicable Laws pertaining to release of public records, including, without limitation, information constituting trade secrets or other proprietary information.

- 9.2 Appeal Procedure.** Any Contractor who is aggrieved in connection with the award of the Contract may protest by delivering notice to the County's General Services Director no later than seven (7) business days following the date of written notification from the County of the Intent to Award. Without a timely appeal, the Contractor waives any and all rights to challenge the decision of Solano County, whether by administrative process, judicial process or any other legal process or proceeding.

If the Contractor gives the required notice of appeal and requests a hearing, the hearing shall be conducted so that it is concluded no later than ten (10) business days after Solano County's receipt of the notice of appeal. The hearing shall be an informal process conducted by an Appeals Panel appointed by the County Administrator's Office. At or prior to the hearing, the Contractor will be advised of the basis for Solano County's shortlist determination. The Contractor will be given the opportunity to present information and present reasons in opposition to the rating. Within one day after the conclusion of the hearing, the Appeals Panel will render its decision which shall be final and not subject to further appeal.

END OF INSTRUCTIONS TO PROPOSERS

EXHIBIT 1 – PROJECT DOCUMENTS

1.0 PROJECT DESCRIPTION

1.1 SERVICES REQUIRED. The successful Contractor will provide complete Construction, Closeout and Warranty services for this project as required by the Agreement and General Conditions.

1.2 GENERAL SCOPE. The project location will be 500 Union Ave in Fairfield, CA, the construction will consist of two main aspects; the replacement of domestic hot/cold water piping throughout the facility and the Repair of existing showers.

The project will encompass replacement of all existing domestic cold water, hot water supply and return piping within the building. The extent of the renovation shall extend from the recently completed hot water equipment installed in the mechanical room to the plumbing fixtures connection throughout the jail. Most of this work is located above ceiling or within plumbing chases. This work will include minor ceiling demolition and repair where ceiling access is required for piping replacement.

Existing showers in the detention facility will be rehabilitated removing the existing finishes and replacing with new finishes. Existing shower controls will be replaced. Three showers in the infirmary area will be replaced with new, larger showers. Wall demolition and replacement will occur in these areas.

It is important to note that this project is being completed in an active jail that operates 24/7 and has significant restrictions on personnel who are permitted to work on the project. All work within the facility where inmates are housed will be fully escorted and require the contractor to work with custody officers at all times. The contractor will not be able to come and go as they want in all areas of the project. After hours work will not permit the ability to have more freedom of movement. Additionally, background checks will be performed for all personnel who will be working within the walls of the jail and therefore the correct staff will need to be selected for this project.

Project objectives to be accomplished through this project include:

1. Continuous uninterrupted jail operations throughout the project.
2. Give special attention to safety and security of the staff and inmates.

2.0 PROJECT DOCUMENTS

2.1 PROJECT MANUAL – Volume 1

DIVISION 0 - BIDDING AND CONTRACT REQUIREMENTS

00 00 01	Title Page
00 00 02	Introduction
00 11 00	Notice to Bidders
00 21 00	INSTRUCTIONS TO BIDDERS
00 31 30	BIDDER INFORMATION SHEET
00 31 40	STATEMENT OF EXPERIENCE
00 41 00	BID FORM

00 43 15	SUBCONTRACTOR LIST FORM
00 43 43	STATE WAGE DETERMINATION
00 45 19	NON-COLLUSION AFFIDAVIT
00 45 26	WORKERS COMPENSATION CERTIFICATION
00 45 46	PAYROLL INFORMATION
00 50 10	BID BOND
00 52 00	AGREEMENT FOR CONSTRUCTION SERVICES
00 61 13	STATUTORY PERFORMANCE BOND
00 61 14	STATUTORY PAYMENT BOND
00 65 19	WAIVER AND RELEASE SUBMITTAL INFORMATION
00 72 00	GENERAL CONDITIONS
00 73 00	SUPPLEMENTARY CONDITIONS

DIVISION 1 - GENERAL REQUIREMENTS

01 11 00	SUMMARY OF WORK
01 25 13	PRODUCT SUBSTITUTION
01 26 00	CONTRACT MODIFICATION PROCEDURES
01 29 00	APPLICATION FOR PAYMENT
01 31 13	CONTRACTOR COORDINATION
01 31 19	PROJECT MEETINGS
01 33 00	SUBMITTAL PROCEDURES
01 35 16	ALTERATION PROCEDURES
01 40 00	QUALITY CONTROL
01 42 00	DEFINITIONS AND STANDARDS
01 60 00	MATERIAL AND EQUIPMENT
01 73 29	CUTTING AND PATCHING
01 74 19	CONSTRUCTION WASTE MANAGEMENT
01 77 00	CONTRACT CLOSEOUT

2.2 PROJECT PLANS – Volume 2 (Cannon Design Plumbing Plans)

A0000	Cover Sheet
A0001	Project Info & Sheet Index
A0002	Existing Photos (For Reference Only)
A0003	Volume 2 Architectural Sheet Spec
A0004	Volume 2 Architectural Sheet Spec
A0701B	Level 1 Reflected Ceiling Plan – Sector B
A0701C	Level 1 Reflected Ceiling Plan – Sector C
A0702B	Level 2 Reflected Ceiling Plan – Sector B
A0702C	Level 2 Reflected Ceiling Plan – Sector C
A0801	Interior Details
D0101B	Level 1 Plumbing Demolition Plan – Sector B
D0101C	Level 1 Plumbing Demolition Plan – Sector C
D0102B	Level 2 Plumbing Demolition Plan – Sector B
D0102C	Level 2 Plumbing Demolition Plan – Sector C

D0103B	Level 3 Plumbing Demolition Plan – Sector B
D0103C	Level 3 Plumbing Demolition Plan – Sector C
D0104B	Level 4 Plumbing Demolition Plan – Sector B
D0104C	Level 4 Plumbing Demolition Plan – Sector C
D0105B	Level 5 Plumbing Demolition Plan – Sector B
D0105C	Level 5 Plumbing Demolition Plan – Sector C
D0201	Level 02 & 04 – Partial HVAC Demo Plans
D0301	Demolition Enlarged Plans
E0001	Notes, Legend, Symbols & Abbreviations
E0002	Electrical Specifications
E0003	Electrical Specifications
E0101	Level 02 & 04 Partial Electrical Plans
E0601	Lighting Schedule
F0101	Level 02 & 04 Partial Fire Protection Plans
M0001	Notes, Legend, Symbols & Abbreviations
M0002	Mechanical Specifications
M0003	Title 24
M0101	Level 02 & 04 Partial HVAC Plans
M0501	Schedules & Details
P0101	Plumbing Notes, Legend, Symbols & Abbreviations
P0101B	Level 1 Plumbing Plan – Sector B
P0101C	Level 1 Plumbing Plan – Sector C
P0102B	Level 2 Plumbing Plan – Sector B
P0102C	Level 2 Plumbing Plan – Sector C
P0103B	Level 3 Plumbing Plan – Sector B
P0103C	Level 3 Plumbing Plan – Sector C
P0104B	Level 4 Plumbing Plan – Sector B
P0104C	Level 4 Plumbing Plan – Sector C
P0105B	Level 5 Plumbing Plan – Sector B
P0105C	Level 5 Plumbing Plan – Sector C
P0301	Plumbing Enlarged Plans
P0401	Domestic Water Riser Diagram
P0402	Domestic Water Riser Diagram
P0403	Domestic Water Riser Diagram
P0501	Plumbing Details

2.3 PROJECT PLANS – Volume 3 (Dewberry Architect Plans)

General

G-000	Cover
G-001	Index
G-002	Volume 3 Architectural Sheet Spec
G-003	Volume 3 Architectural Sheet Spec
G-004	Volume 3 Architectural Sheet Spec
G-005	Volume 3 Architectural Sheet Spec
G-006	Volume 3 Architectural Sheet Spec

G-007 Volume 3 Architectural Sheet Spec
G-008 ADA Access Compliance Diagrams

Architecture

AD121 Demolition Overall Plans
AD401 Large Scale Demolition Plans
AD402 Large Scale Demolition Plans
AD403 Large Scale Ceiling Demolition Plans

Architecture

A-121 Overall Floor Plans
A-122 Annotation, Finish Floor Plans & Finish List
A-123 Reflected Ceiling Plan
A-401 Large Scale Floor Plans & Interior Elevations
A-402 Large Scale Floor Plans & Interior Elevations
A-601 Door Schedules, Elevations & Details

END OF EXHIBIT 1 – PROJECT DESCRIPTION

THERE ARE NO ATTACHMENTS TO THIS EXHIBIT

EXHIBIT 2 – REFERENCE DOCUMENTS

1.0 REFERENCE DOCUMENTS - The following Reference Documents are provided to provide Proposers additional information outside of the design documents for the Project. The following documents are provided with this RFP.

Not Used

END OF EXHIBIT 2 – REFERENCE DOCUMENTS

EXHIBIT 3 – PROPOSAL REQUIREMENTS

1.1 PROPOSAL CHECKLIST

All documentation noted below is required to be submitted at the date, time and location noted in the RFP Articles 4.2.1 and 4.3.4. All documentation noted below should be provided with five (5) bound copies of each and one (1) electronic PDF (CD, DVD or flash drive). One (1) hard copy with original signatures, stamps and seals shall be provided of all documentation listed below. All proposals, in order to meet the minimum qualifications for submission, must include the following documents:

1.1.1 Mandatory Forms (not scored)

Using Documents in the Project Manual, Proposals shall include:

- .1 Proposal Form (00 41 00) **(included in a separate envelope)**
- .2 Subcontractor listing (00 43 15)
- .3 Bid Bond
- .4 Non-Collusion Declaration (00 35 53)

1.1.2 Project Team Qualifications

- .1 Project Team
- .2 Organization Chart
- .3 Project Team Resumes

1.1.3 Project Approach/Management

- .1 Communications
- .2 Meetings and Conferences
- .3 Coordination with Inspection Services
- .4 QA/QC Plan
- .5 Construction Logistics Plan
- .6 Safety Plan
- .7 Skilled Workforce Plan
- .8 Post Occupancy Warranty Plan

1.1.4 Schedule Plan

- .1 Schedule Approach
- .2 Draft Schedule
- .3 Schedule Duration Commitment

1.1.5 Local Participation Plan

- .1 Local Labor Commitment
- .2 Subcontracting Commitment

1.1.6 Bid Price

- .1 Submitted Lump Sum price to complete the work

2.1 PROPOSAL REQUIREMENTS

2.1.1 Mandatory Forms. These forms must be submitted for the Proposal to be considered fully responsive to the solicitation.

These forms, with the exception of the Proposal Form, may be placed in an Appendix to the Proposal but must be included within the Proposal. Forms shall be clearly noted where they are located within the Proposal. Proposal form to be submitted in a separate sealed envelope.

.1 Proposal Form (00 41 00). All Proposals shall include a completed form acknowledging the project can be completed for the submitted amount on the form. This bid price is to include all costs necessary to complete the project as designed and in accordance with the commitments that are given within this proposal, including the committed staff members, project approach, schedule and local participation.

.2 Subcontractor listing (00 43 15). All Proposals shall include a completed Subcontractor listing form.

.3 Bid Bond (00 50 10). All Proposals shall include a Bid Bond as required for the project.

.4 Non-Collusion Affidavit (00 45 19). All Proposals shall include a Non-Collusion Affidavit.

.6 Workers Compensation Certification (00 45 26). All Proposals shall include a Workers Compensation Certification.

2.1.2 Project Team Qualifications. The Proposer shall identify to the County the specific project team that will be responsible for the construction of the Project.

.1 Project Team. Provide evidence of proposed key personnel's qualifications, experience, and training to competently manage the construction of the project. Key personnel shall include on-site manager, superintendents, quality manager, safety manager and others involved in the management of and are responsible for the completion of the construction of the project.

Provide information on the team's past working interactions working together. Provide the time commitment for each team member to this Project both on-site and home office support.

.2 Organization Chart. Provide an overall organizational chart showing the construction process for the Contractor's operations and the interface with the home office as well as interaction with the County and its consultants.

.3 Project Team Resumes. Provide resumes for each key team member. At a minimum, resumes must be included for the Project Manager and lead Supt/Foreman that will be on-site.

2.1.3 Project Approach/Management. Provide a Construction Management Plan on how the Proposer will manage the project to a successful completion. The plan should discuss how the Contractor accomplishes the required elements of the project and should encompass, at a minimum, the items listed below. Use examples of ways this approach has been successful on other projects.

.1 Communications. Discuss how the proposer will communicate with the County, Construction Manager and Architect. Describe any tools that will be utilized to manage the communication.

.2 Meetings and Conferences. Outline the management plan of meetings that keep the project moving successfully forward and keeps the project team fully informed and engaged.

.3 Coordination with Inspection Services. Describe how inspections will be managed so that work does not slow down and inspections are completed timely and without multiple re-inspections.

.4 QA/QC Plan. Provide the approach that the Proposer will utilize to complete the work in a manner that assures a quality product that meets the expectations of the County.

.5 Construction Logistics Plan. Preliminary construction logistics plan indicating locations proposed for trailers, fences, materials storage, etc. Show progressive phases of the construction logistics plan with road closures.

.6 Safety Plan. Describe the Proposer's approach to safety on the project. Include descriptions of policies and programs to be utilized on this project. Describe subcontractor involvement and compliance.

.7 Skilled Workforce Plan. Provide a plan to assure availability of skilled workforce for this particular project.

.8 Security Plan. Provide a plan on how the Proposer will manage staff to maintain the security of the jail environment. Discuss daily entrance/exiting plans, laydown areas and tool/material control.

2.1.4 Schedule Plan

.1 Schedule Approach. Outline the process of schedule development and review with the County. Define how the project schedule will be developed and maintained with subcontractors, suppliers and the County. Discuss the process of monthly updates, three-week look-ahead and recovery schedules. Examples can be from other projects.

.2 Draft Schedule. The Proposer is to prepare a milestone schedule outlining critical building elements and durations necessary to complete this project. The submitted schedule should have approximately 50 to 75 activities with durations and should cover the entire project duration. The schedule should clearly communicate the Contractor's understanding of the flow of the project, project restraints and key aspects of the project.

.3 Schedule Duration Commitment. The submitted schedule will be utilized to finalize the project milestones as well as the project completion dates. The project is currently slated for 12 months from NTP to final completion (not substantial completion). Any Contractor submitting a schedule that decreases the project timeline will receive more points in this category but must understand that the Agreement will be modified to match the committed duration. The committed duration must be stated in calendar days.

2.1.5 Local Participation Plan.

Local Participation is considered residents/businesses in Solano County.

.1 Local Labor Commitment. The Contractor must list the level of local labor participation that will be achieved. At the conclusion of the project if the goal that is committed to by the Contractor is not met, then the Contractor will forfeit the sum of \$5,000 to the County. The County's goal for Local Labor Participation is 30% of labor hours expended, the Contractor will be scored based on their commitment either above or below the County's goal.

2. Local Subcontractor/Supplier Commitment. The Contractor must list the level of business participation that will be achieved. This includes subcontractors, suppliers and other local businesses that will be utilized who have offices in Solano County. At the conclusion of the project if the goal that is committed to by the Contractor is not met, then the Contractor will forfeit the sum of \$5,000 to the County. The County's goal for Local Business Participation is 15%, the Contractor will be scored based on their commitment either above or below the County's goal.

2.1.6 Bid Price

Proposal form (00 41 00) is to be submitted in a separate envelope and included with the RFP response. Only one copy is required to be submitted and no electronic version is required.

END OF EXHIBIT 3 – PROPOSAL REQUIREMENTS

THERE ARE NO ATTACHMENTS TO THIS EXHIBIT

EXHIBIT 4 – EVALUATION CRITERIA

1.0 EVALUATION CRITERIA

1.1 INITIAL EVALUATION

1.1.1 Receipt. County shall date and time stamp Proposals on receipt. Proposals will not be opened publicly but may become public as described in the RFP document.

1.1.2 Preliminary Review. County will open the Proposals and perform a preliminary review to identify any patently defective Proposals. County action on defective Proposals may include refusal to evaluate such Proposals and elimination of Contractors submitting such Proposals from the evaluation process. County reserves all rights to take any action consistent with the requirements of the RFP documents including, without limitation, requesting additional information after receipt and opening of Proposals and waiving any inconsequential defects.

1.1.3 Committee Review. All Proposals from Contractors which remain after the preliminary review shall be evaluated by the Evaluation Committee, which will be comprised of individuals selected by the County. The Review Committee will review the Proposals and award points using the methodology described herein. In evaluating Proposals the County will consider the information provided in the Contractor's Proposal, the Contractor's compliance with the prescribed requirements and such other data as may be requested in the RFP or any other items provided prior to the Notice of Award.

County may conduct such investigations as County deems necessary to assist in the evaluation of any Proposal and to establish the Contractor's responsibility, qualifications and financial ability, proposed subcontractors, suppliers and other persons and organizations to perform and furnish the Work in accordance with the Contract Documents and Contractor's proposed price to County's satisfaction within the prescribed time.

County will resolve discrepancies between (1) the indicated sum of any column of figures and the correct sum thereof in favor of the correct sum; and (2) written words and figures, or words and numerals, in favor of the words.

1.2 TECHNICAL EVALUATION

1.2.1 Comprehensive Review. Technical evaluation by the Evaluation Committee will be performed in comprehensive fashion so that the Proposal response including Supporting Documents may be considered when evaluating each of the criteria.

As noted in EXHIBIT 3, the bid form is to be provided in a separate envelope. This is done so that the selection committee is not influenced in the scoring of the other

sections. Upon the completion of the RFP scoring, the bid proposals will be opened and the pricing will be evaluated as noted below to determine the Best Value to the County.

1.2.2 Evaluation Criteria. The purpose of the evaluation process is to establish, through the application of uniform criteria, the quality of the project contained in each proposal. The Committee will perform a detailed review of each proposal, and will then assign the quality point value to each item indicated up to the maximum as follows:

<u>CRITERIA</u>	<u>MAXIMUM POINTS</u>
A. RFQ Score	350
B. Project Team Qualifications	150
C. Project Approach/Management	150
D. Schedule Plan	200
E. Local Participation	50
<hr/>	
TOTAL QUALITY POINTS	900

1.2.3 Bid Price Scoring. The Bid Price will be divided by the total quality points given to a Contractor to determine which Contractor provides the lowest cost per point, thereby providing the Best Value to the County. See example below.

	Bid Price	Quality Points	Cost per Point		Ranking
Ctr A	\$3,500,000	739	\$ 4,736		2
Ctr B	\$3,548,000	774	\$ 4,584		1
Ctr C	\$3,750,000	735	\$ 5,102		3
Ctr D	\$4,000,000	747	\$ 5,355		4

1.3 FINAL ANALYSIS

1.3.1 Best Value Assessment. In order to be successful, a proposer must (1) meet all minimum qualifications, (2) submit a proposal which is fully responsive to all requirements contained in the RFP, and (3) be the apparent Best Value Contractor receiving the lowest cost per quality point.

END OF EXHIBIT 4 – EVALUATION CRITERIA

THERE ARE NO ATTACHMENTS TO THIS EXHIBIT

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DEPARTMENT OF GENERAL SERVICES
Capital Projects Management Division



**SOLANO
COUNTY**

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(707) 784-7908
Fax (707) 784-7912

DATE: August 3, 2020

TO: All Interest Bidders

SUBJECT: Addendum 01 -1799/1733
Additional Documents to be Included to RFP Documents for:
Piping Replacement & Shower Repair Project, Solano County Justice Detention Facility,
Fairfield, CA.

This ADDENDUM shall be considered part of the Request for Proposal 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 RFP or bid documents, this ADDENDUM shall govern and take precedence.

Bidders are notified that they shall make **any** necessary adjustment(s) in their proposal 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 Responses made to Written Comments reflect inquiries received as of Friday, July 31, 2020.

This ADDENDUM supersedes the original Request for proposals dated 07/20/20 where it contradicts them; all other conditions remain unchanged.

PART A - LIST OF QUESTIONS AND ANSWERS of items compiled up to 5:00 P.M. (PST) on Friday, July 31, 2020.

Inquiry 1

Question:

"Per 2.1.5 Local Participation Plan, .1 Local Labor Commitment, Does the goal of 30% local labor participation apply to Prime Contractor's labor force only or does it include the subcontractor's labor force as well?"

Clarification/Response:

Yes, 30% local labor goal would apply to all labor on the project.

Question:

“Has a Hazmat report been prepared for the facility?”

Clarification/Response:

Yes, Hazmat report is attached

Question:

“Is off-hours work required?”

Clarification/Response:

Off-hours work will be required during any water shutdown. Off-hours work will also be necessary during work in the Coroner’s office. This area will need to be clean and ready for staff to work each morning. Please also see phasing plans.

PART B – LIST OF ADDITIONAL DOCUMENTS

Item 1 – Pre-bid walk photos.

Item 2 – JCDF piping and shower project phasing diagrams

Item 3 – JCDF piping and shower project staging area diagram

Item 4 – Hazardous Materials Inspection Report, National Analytical Laboratories, Inc., 2009

(END OF ADDENDUM 1)

Solano County Jail Piping & Shower Project

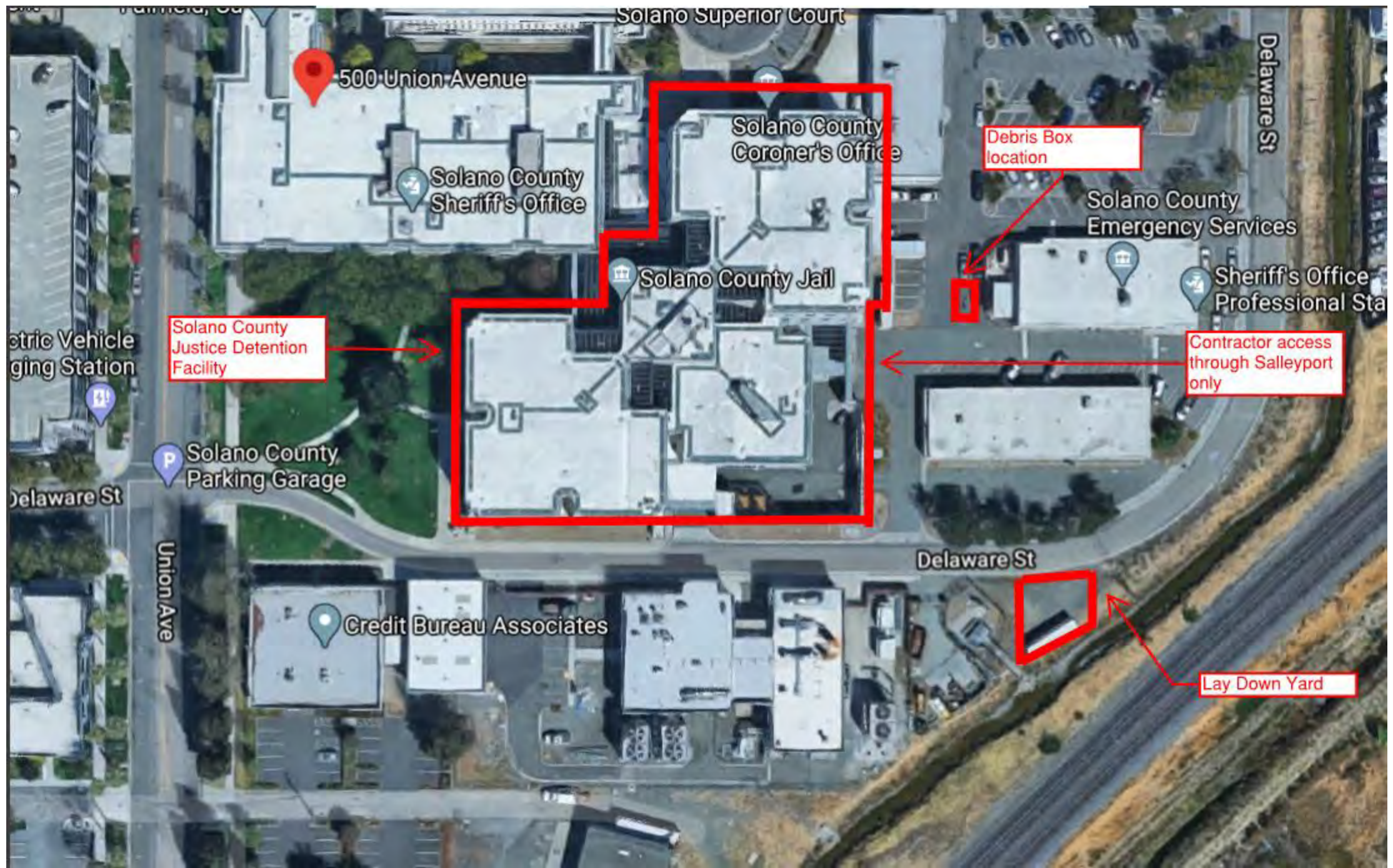
Staging Area

Laydown Yard

- Laydown yard area located on south side of facility across Delaware st. on gravel location. See attached.
- Laydown yard to be fenced off secure area by contractor.
- Debris box located closer to sally port. See attached.

Facility Access

- Contractor access through sally port only. See attached.
- Contractors to meet with Sheriffs staff in mornings before start of work for safety debrief and escort at the Laydown yard.



500 Union Avenue

Solano Superior Court

Delaware St

Solano County
Coroner's Office

Solano County
Sheriff's Office

Debris Box
location

Solano County
Emergency Services

Solano County Jail

Sheriff's Office
Professional Sta

Solano County
Justice Detention
Facility

Contractor access
through Salleyport
only

Solano County
Parking Garage

Electric Vehicle
Charging Station

Delaware St

Union Ave

Credit Bureau Associates

Delaware St

Lay Down Yard

Tools

- Contractor to follow sheriffs guidelines regarding all tool checks.
- Tools allowed to be in secure job boxes on Level 2 & 4 in areas which are unoccupied by inmates.

Parking

- No parking in the Jail Parking lot behind the facility or on Delaware st.

*Asbestos, Lead, Mold, Total
Coliform/E. coli, Fecal Strep & Silica Dust
Building Inspection Report For:*

*Jail & Courthouse Buildings
(A & B Buildings)*

*530 Union Street
Fairfield, California 94533*

Presented To:

*James Bezek
Associate County Architect*

*Solano County Architectural Division
675 Texas Street
Fairfield, California 94533*

By:

*Anthony M. De Arcos
Certified Asbestos Consultant*

*National Analytical Laboratories, Inc.
10416 Investment Circle, Suite A
Rancho Cordova, California 95670
(916) 361-0555 Fax: (916) 361-0540
E-Mail: NAL1@NAL1.com Web Page: www.NAL1.com*



March 16, 2009

James Bezek, Associate County Architect
Solano County Architectural Division
675 Texas Street
Fairfield, California 94533

RE: Asbestos, Lead, Mold, Total Coliform/E. coli, Fecal Strep & Silica Dust Building Inspection -
Jail & Courthouse Buildings A & B

Dear Mr. Bezek,

This report is in regards to the Asbestos, Lead, Mold, Total Coliform/E. coli & Fecal Strep building inspections completed at the Jail and Courthouse (A & B Buildings) located at 530 Union Street, in Fairfield, California. Mr. Bezek retained National Analytical Laboratories, Inc. (NAL) to collect suspect sample materials from the two sites. The various sample collection inspections were completed on March 5, 2009 in preparation for the renovation work. Anthony M. De Arcos, Certified Asbestos Consultant, Certified Lead Inspector/Assessor and Registered Environmental Assessor (REA I), conducted the inspection.

Here is an overview of the findings; fourteen (14) suspected asbestos containing samples were collected and one (1) was found to contain asbestos containing construction materials (ACCM). Of the twelve (12) suspected lead containing samples collected four (4) was found to contain lead containing materials (LCM). Of the three (3) mold bulk samples collected none were found to contain mold growth in the areas where the samples were collected. Two (2) samples collected for Total Coliform/E. coli Fecal Strep (Presence/Absence). The sample collected from A Building, Basement, South Tunnel, HVAC room was found to be absent of Total Coliform/E. coli & Fecal Strep and the sample collected from A Building, Basement, East Tunnel, North Ceiling Beam, was found to be absent of E. coli & Fecal Strep but present of Total Coliform.

Silica dust samples were also collected from the A Building, Basement area. The sample results are not yet available due to the 10 day turnaround time. NAL will submit a silica addendum once the sample results are received.

EMSL Analytical, Inc. (EMSL) in Carle Place, New York, analyzed the bulk suspect asbestos containing samples utilizing Polarized Light Microscopy (PLM) Method and utilizing the SW-846-7420 method analyzed the suspect LCM samples. EMSL Analytical, Inc. (EMSL) in Westmont, New Jersey, analyzed the silica dust materials. The National Voluntary Laboratory Accreditation Program (NVLAP) Certification #10148-10 and California Environmental Laboratory Accreditation Program (CAELAP) Certification #2339, certifies EMSL.

MicroTest Laboratories, Inc., in Fair Oaks, California analyzed the suspect Mold, Total Coliform/E. coli and Fecal Strep samples utilizing the Direct Preparation, Microscopic Examination method and the Total Coliform/E. coli and Fecal Strep utilizing the Presence/Absence method.

Section I- Asbestos Inspection

The asbestos inspection was completed according to the EPA's Asbestos Containing Building Materials (ACBM) In-Schools Rule; 40 CFR 763.85 (Inspection and Re-Inspection). Currently, EPA regulations classify ACBM as materials containing more than 1-percent (1%) of asbestos. Cal-OSHA currently regulates asbestos to 1/10th of 1% (0.1%) and requires that certified asbestos workers conduct this work on materials containing levels at or above this amount. Federal and state regulations require that anyone disturbing asbestos containing materials are properly trained certified and have the required respiratory protection and medical surveillance.

Based on the sample results the Caulking, located on the West side, North end, was found to contain ACCM. The contractor shall measure the square footage prior to his work commencing.

**Although not all the rooms or materials throughout the site were sampled, the like materials that were not tested will be treated as homogeneous to the materials that were tested and will be considered as containing ACCM.*

The location and results of the suspect samples found to contain ACCM are as follows:

Sample ID#	Material	Location	Results
530-A-2	Caulking	A Building, Exterior West Wall, North End Door	3% Chrysotile

The Caulking is considered Category II, non-friable/non hazardous materials that can be removed and disposed of at a non-hazardous waste facility.

NAL recommends that a certified asbestos abatement contractor be retained to remove the non-friable materials prior to any scheduled renovation/demolition work being completed at the site. Prior to the work process starting a work plan or specifications in regards to the abatement process should be completed and distributed to the abatement contractors during the job walk at the site.

On-Site Observation, conducted by NAL's CAC or Site Surveillance Technician (SST) should be completed to verify the work plan/specification are being followed and to confirm that during the abatement work the outside air was clean. Upon completion of the abatement work a visual inspection should be completed in order for the general contractor to reoccupy the work area(s) without concern for exposure to asbestos airborne fibers to their employees. Once a certified asbestos contractor has removed the ACCM, following EPA and OSHA requirements and the visual inspection has been completed and cleared, the renovation and/or demolition work can be completed by the general contractor.

The following suspect samples were found to be non-ACM:

Sample ID#	Material	Location	Results
530-A-1A	White Caulking	A Building, Exterior West Detention Area, East Glass Block Wall	None Detected
530-A-1B	Blue Caulking	A Building, Exterior West Detention Area, East Glass Block Wall	None Detected
530-A-3	Caulking	A Building, Exterior West Wall @ Bottom Of Door	None Detected
530-A-4	Caulking	A Building, Exterior South Double Doors, Sides	None Detected
530-A-5	Caulking	A Building, Exterior East End, North Lower Window	None Detected
530-B-6	Caulking	B Building, Exterior West Entry Area, Columns	None Detected
530-B-7	Caulking	B Building, Exterior West Glass Block Wall, Lower Concrete Facade	None Detected
530-B-8	Stucco	B Building, Exterior West Entry Overhang	None Detected
530-B-9	Stucco	B Building, Exterior North Overhang	None Detected
530-B-10	Caulking	B Building, Exterior North Window Wall	None Detected
530-B-11	Caulking	B Building, Exterior North End, West Glass Block Wall	None Detected
530-A-12	Caulking	A Building, Exterior West Side, Booking Area	None Detected

Section II – Lead Inspection:

The lead suspect samples were collected according to HUD Guidelines, the Environmental Protection Agency and DHS, who regulate and require the abatement or in-place management of LCM hazards equal to or greater than 1.0 milligram per square centimeter (1.0 mg/cm²) of lead or more than 0.5% lead by weight. Because OSHA considers all surfaces to contain lead, this regulation, OSHA's 29 CFR 1926.62, California Occupational Safety and Health Standard, Title 8 (Cal/OSHA 8 CCR 1532.1) shall be adhered to.

The samples of the Blue-Red Paint metal door surfaces were found to contain LCM levels above the OSHA Limit of Detection. Thus, a certified lead worker must complete any work that will disturb the painted surfaces at the site, including prep, in-place management and/or abatement.

Since the laboratory results are reported by weight percent, during the collection of the suspect LCM samples the paint must be removed down to, but not including, the bare substrate (wood, metal, etc.). Inclusion of the any amount of the substrate material in the paint sample will dilute the sample result(s).

Once the determination is made on where the LCM is located, the In-place Management or the Abatement of the LCM can commence. If the In-Place Management method is to be used, prior to the repainting of the effected surface areas, the loose flaky paint must be removed until the remaining paint adheres smoothly to the substrate. Once this task is completed, the surface area can be repainted without the

possibility of paint being dislodged and falling to the floor or ground areas. If the Abatement of all surfaces is to be completed then the debris and any loose flaky paint must be bagged or burrito wrapped prior to the removal of the debris from the work area(s) and subsequently the site. Because the paint samples listed below were found to contain LCM, all areas where the Lead Containing Material will be disturbed will require abatement, encapsulation, and/or prep work by a certified lead worker.

Although not all the rooms or materials were sampled, the like materials that were tested and their results will be treated as homogeneous and the materials will be treated as containing LCM throughout the site.

The locations and results of the suspect samples found to be LCM are as follows:

Sample ID#	Material	Location	Condition	Concentration % By Weight
530-A-5L	Blue-Red Paint	A Building, Exterior North Wall, Metal Door Components	Fair	0.14%
530-A-7L	Metal Door Components Blue-Red Paint	A Building, Exterior West Side, Detention Entry Door, Me Wall,	Fair	0.22%
530-A-10L	Blue-Red Paint	A Building, Exterior South Wall, North Lower Metal Window	Fair	0.23%
530-B-11L	Blue-Red Paint	B Building, Exterior West Wall, Metal Window	Fair	0.21%

Prior to the demolition work being completed and/or the transporting of the debris from the site, the Health and Safety Code 25157.8 (AB 2784 National Resources) require that all lead debris will be sampled for Waste Characterization. This will assist the Contractor in making a determination of whether or not the material is to be considered Hazardous or Non-Hazardous Lead waste or general construction debris. The sequence of testing to be completed by the Contractor is as follows:

- Total Threshold Limit concentration (TTLC) with a result of 50 mg/kg or more of lead must be retested using Soluble Threshold Limit concentration (STLC) method;
- A STLC result of 5.0 mg/l or more must be retested using Total Characteristic Leaching Procedure (TCLP);
- A TCLP result of 5.0 mg/l or more deems the waste as RCRA;
- A TCLP result of <5mg/l is categorized as State Hazardous Waste (Class 1); and
- All waste with total lead greater than 350 ppm (mg/kg); but less than 1,000 ppm (mg/kg) disposed of in California, must be disposed of at a Class 1 Hazardous waste landfill, or at other landfills that have specific permits as non-hazardous waste unless the waste has been deemed hazardous for another reason.

The California hazardous waste threshold for total lead is 1,000 ppm and the soluble threshold concentration (STLC) for lead is 5ppm. A TCLP test shall be completed on the waste to determine if it is lead hazardous waste or lead waste that must be sent to a certified waste facility or general construction waste facility.

NAL recommends that the LCM painted surfaces currently scheduled for demolition and the remaining areas where pre and/or in-place management work is to be completed, to help stabilize the current lead containing surfaces, be conducted by Lead Certified Workers. Once the abatement, in-place management and/or prep work is completed and the area are stabilized the existing surface will be in good condition and not create a health or safety concern to the workers conducting the general construction work at the site. A Scope of Work and/or specifications should be utilized to conduct the lead work at the site.

The contractor lead workers shall be required to be asbestos certified and they will be required to remove the caulking from around the doors in question.

The following painted surfaces were found to be less than (<) the OSHA's Limit of Detection for LCM:

Sample ID#	Material	Location	Condition	Concentration % By Weight
530-B-12L	Tan Paint	B Building, Exterior South Wall, Various Areas	Fair	<0.01%
530-A-1L	Gray Paint	A Building, Basement, South Tunnel, South Concrete Corridor Wall	Fair	<0.01%
530-A-2L	Yellow Paint	A Building, Basement, East Tunnel, Corridor Concrete Floor	Poor	<0.01%
530-A-3L	Gray Paint	A Building, Basement, East Tunnel, West Cinder Block Wall	Fair	<0.01%
530-A-4L	Gray Paint	A Building, 2nd, Exercise Area, North Wall,	Fair	<0.01%
530-A-6L	Tan Paint	A Building, Exterior North Wall, Various Areas	Fair	<0.01%
530-A-8L	Tan Paint	A Building, Exterior West Side, West Of Roll-up Door	Fair	<0.01%
530-A-9L	White-Yellow Paint	A Building, Exterior West Wall. Metal Grate	Poor	<0.01%

Section III – Mold Inspection:

At the time of the inspection various areas were found to have visible mold growth along the areas where water had migrated into the building and down the concrete wall surfaces. Although the visible mold growth is present the analytical results indicate that no mold growth was present in the areas tested. NAL would recommend that once the affected areas have been scrapped that the contractor wipes down the walls with a solution of water and bleach (4 to 1 ratio).

Section IV – Total Coliform E. Coli & Fecal Strep:

The sample collected from A Building, Basement, South Tunnel, HVAC room was found to be absent of Total Coliform/E. coli & Fecal Strep. The sample collected from A Building, Basement, East Tunnel, North Ceiling Beam, was found to be absent of E. coli and Fecal Strep but present of Total Coliform. Based on the sample results no remediation work is required in the HVAC room and the drilling of the floor areas can commence without any concern for exposure to the above hazards. The area in the East Tunnel, North Beam shall require the cleaning of the surface of the beam with a solution of water and bleach (4 to 1 ratio). In addition, once this process is completed, NAL would recommend that the area above the beam be inspected to verify that no leak from toilets or sewer line(s) are occurring in the area above and seeping down into the East tunnel area.

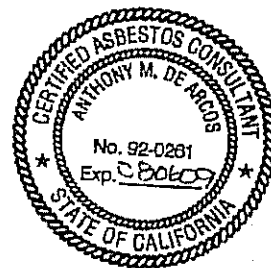
Again, once the analytical results are received from the lab the report will be completed and submitted to your office. Once the contractor is prepared to commence with the drilling in the Basement areas, NAL will be required to be notified, by the contractor or your office, in order for the Silica air samples to be conducted on the contractor's workers (personnel) and in general work area (daily).

If you have any questions regarding this report or if we can be of further assistance, please contact our office.

Reviewed and submitted by:

Anthony M. De Arcos

Anthony M. De Arcos
Certified Asbestos Consultant
DOSH #92-0261
Certified Lead Inspector/Assessor
DHS #2406
Registered Environmental Assessor I
REA I-07904



breathe easy.



NAL LOG-IN RECORD

Page 1 of 1

Login # 28863

National Analytical Laboratories, Inc.

Job Site/Job #:

Client#-Lot#

3817 / 44

Solano County Architectural Division

A & B Buildings

Date 3/6/2009

Phone Number

530 Union Street

Sampling Date: 3/5/2009

FAX Number

Fairfield, CA

Sampling Time 9:00 00 AM

Contact

Type Of Work: PLM-BI

E-Mail Address

James Bezelk

No. of Samples 13

Turnaround: 6 hours

Num.	Sample ID#	Location/Description
1	530-A-1A	A Building, Exterior West Detention Area, East Glass Block Wall / White Caulking
2	530-A-1B	A Building, Exterior West Detention Area, East Glass Block Wall / Blue Caulking
3	530-A-2	A Building, Exterior West Wall @ Side Of Door / Caulking
4	530-A-3	A Building, Exterior West Wall @ Bottom Of Door / Caulking
5	530-A-4	A Building, Exterior South Double Doors, Sides / Caulking
6	530-A-5	A Building, Exterior East End, North Lower Window / Caulking
7	530-B-6	B Building, Exterior West Entry Area, Columns / Caulking
8	530-B-7	B Building, Exterior West Glass Block Wall, Lower Concrete Facade / Caulking
9	530-B-8	B Building, Exterior West Entry Overhang / Stucco
10	530-B-9	B Building, Exterior North Overhang / Stucco
11	530-B-10	B Building, Exterior North Window Wall / Caulking
12	530-B-11	B Building, Exterior North End, West Glass Block Wall / Caulking
13	530-A-12	A Building, Exterior West Side Booking Area / Caulking

060902653

Chain of Custody Information

Released By Signature	Date/Time	Received By Signature	Date/Time	Due:
<i>Anthony H. De Rosa</i>	3/5/09	<i>Carla L. Bezelk</i>	3/9/09	
Released By Signature	Date/Time	Received By Signature	Date/Time	At:

**EMSL Analytical, Inc.**

208 Stone Hinge Lane, Carle Place, NY 11514

Phone: (516) 997-7251 Fax: (516) 997-7528 Email: carleplacelab@emsl.com

Attn: **Kate McKinney**
National Analytical Laboratories (NAL)
10416 Investment Circle
Suite A
Rancho Cordova, CA 95670

Fax: (916) 361-0540 Phone: (916) 361-0555

Project: **A & B Buildings, 530 Union Street, Fairfield, CA**

Customer ID: NAL51
 Customer PO:
 Received: 03/09/09 8:13 AM
 EMSL Order: 060902653

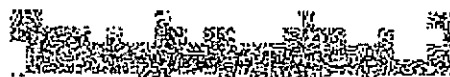
EMSL Proj:
 Analysis Date: 3/9/2009
 Report Date: 3/9/2009

Asbestos Analysis of Bulk Materials via EPA 600/R-93/116 Method using Polarized Light Microscopy

Sample	Location	Appearance	Non-Asbestos		Asbestos
			% Fibrous	% Non-Fibrous	% Type
530-A-1A 060902653-0001	A Bldg, Exterior W detention area, E glass block w	Gray Non-Fibrous Homogeneous		20% Ca Carbonate 80% Non-fibrous (other)	None Detected
530-A-1B 060902653-0002	A Bldg, exterior W detention area, E glass block w	Gray Non-Fibrous Homogeneous		25% Ca Carbonate 75% Non-fibrous (other)	None Detected
530-A-2 060902653-0003	A Bldg, Exterior W wall @ side of door/caulking	Gray Non-Fibrous Homogeneous		25% Ca Carbonate 72% Non-fibrous (other)	3% Chrysotile
530-A-3 060902653-0004	A Bldg, exterior W wall @ bottom of door/caulking	Various Non-Fibrous Heterogeneous		50% Ca Carbonate 50% Non-fibrous (other)	None Detected
530-A-4 060902653-0005	A Bldg, exterior S double doors, sides/caulking	Blue Non-Fibrous Homogeneous		20% Ca Carbonate 80% Non-fibrous (other)	None Detected
530-A-5 060902653-0006	A Bldg, exterior E end, N lower window/caulking	Black Non-Fibrous Homogeneous		50% Ca Carbonate 50% Non-fibrous (other)	None Detected
530-B-6 060902653-0007	B Bldg, exterior W entry area, columns/caulking	Gray Non-Fibrous Homogeneous		25% Ca Carbonate 75% Non-fibrous (other)	None Detected

Analyst(s)

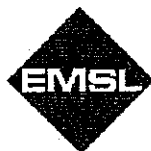
Pedro Calderon (14)



Michelle McGowan, Laboratory Manager
or other approved signatory

Due to magnification limitations inherent in PLM, asbestos fibers in dimensions below the resolution capability of PLM may not be detected. The limit of detection as stated in the method is 1%. The above test report relates only to the items tested and may not be reproduced in any form without the express written approval of EMSL Analytical, Inc. EMSL's liability is limited to the cost of analysis. EMSL bears no responsibility for sample collection activities or analytical method limitations. Interpretation and use of test results are the responsibility of the client. Samples received in good condition unless otherwise noted. This report must not be used to claim product endorsement by NVLAP or any agency of the U.S. Government.

AIHA IHLAP 102344, NVLAP Lab Code 101048-10, CA ELAP 2339, CT PH-0249, NY ELAP 11469, MA AA000200, LELAP 04144

**EMSL Analytical, Inc.**

208 Stone Hinge Lane, Carle Place, NY 11514

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Attn: **Kate McKinney**
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10416 Investment Circle
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Rancho Cordova, CA 95670

Fax (916) 361-0540 Phone: (916) 361-0555
Project: **A & B Buildings, 530 Union Street, Fairfield, CA**

Customer ID: NAL51
Customer PO:
Received: 03/09/09 8:13 AM
EMSL Order: 060902653

EMSL Proj:
Analysis Date: 3/9/2009
Report Date: 3/9/2009

Asbestos Analysis of Bulk Materials via EPA 600/R-93/116 Method using Polarized Light Microscopy

Sample	Location	Appearance	<u>Non-Asbestos</u>		<u>Asbestos</u>
			% Fibrous	% Non-Fibrous	% Type
530-B-7 060902653-0008	B bldg, exterior W glass block wall, lower concret	Gray Non-Fibrous Homogeneous		30% Ca Carbonate 70% Non-fibrous (other)	None Detected
530-B-8 060902653-0009	B Bldg, exterior West entry overhang/stucco	Gray Non-Fibrous Heterogeneous		50% Ca Carbonate 15% Non-fibrous (other) 35% Quartz	None Detected
530-B-9 060902653-0010	B Bldg, Exterior North overhang/stucco	Gray Non-Fibrous Heterogeneous	4% Glass	41% Ca Carbonate 20% Non-fibrous (other) 35% Quartz	None Detected
530-B-10 060902653-0011	B Bldg, exterior North window wall/caulking	Various Non-Fibrous Heterogeneous		35% Ca Carbonate 65% Non-fibrous (other)	None Detected
530-B-11A Gray 060902653-0012	B Bldg, Exterior North end, W glass block wall/cau	Gray Non-Fibrous Homogeneous		35% Ca Carbonate 65% Non-fibrous (other)	None Detected
530-B-11B Blue 060902653-0012A	B Bldg, Exterior North end, W glass block wall/cau	Blue Non-Fibrous Homogeneous		30% Ca Carbonate 70% Non-fibrous (other)	None Detected

Analyst(s)

Pedro Calderon (14)

Michelle McGowan, Laboratory Manager
or other approved signatory

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AIHA IHLAP 102344, NVLAP Lab Code 101048-10, CA ELAP 2339, CT PH-0249, NY ELAP 11469, MA AA000200, LELAP 04144



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Rancho Cordova, CA 95670

Fax: (916) 361-0540 Phone: (916) 361-0555
Project: **A & B Buildings, 530 Union Street, Fairfield, CA**

Customer ID: NAL51
Customer PO:
Received: 03/09/09 8:13 AM
EMSL Order: 060902653

EMSL Proj:
Analysis Date: 3/9/2009
Report Date: 3/9/2009

Asbestos Analysis of Bulk Materials via EPA 600/R-93/116 Method using Polarized Light Microscopy

Sample	Location	Appearance	<u>Non-Asbestos</u>		<u>Asbestos</u>
			% Fibrous	% Non-Fibrous	% Type
530-A-12 060902653-0013	A Bldg, exterior West side, booking area/caulking	Blue Non-Fibrous Homogeneous		35% Ca Carbonate 65% Non-fibrous (other)	None Detected

Analyst(s)

Pedro Calderon (14)

Michelle McGowan, Laboratory Manager
or other approved signatory

Due to magnification limitations inherent in PLM, asbestos fibers in dimensions below the resolution capability of PLM may not be detected. The limit of detection as stated in the method is 1%. The above test report relates only to the items tested and may not be reproduced in any form without the express written approval of EMSL Analytical, Inc. EMSL's liability is limited to the cost of analysis. EMSL bears no responsibility for sample collection activities or analytical method limitations. Interpretation and use of test results are the responsibility of the client. Samples received in good condition unless otherwise noted. This report must not be used to claim product endorsement by NVLAP or any agency of the U.S. Government.

AIHA #HLAP 102344, NVLAP Lab Code 101048-10, CA ELAP 2339, CT PH-0249, NY ELAP 11469, MA AA000200, LELAP 04144



NAL LOG-IN RECORD

Page 1 of 1

Login # 28872

National Analytical Laboratories, Inc.

Job Site/Job #:

Client#-Lot#

3817 / 45

Solano County Architectural Division

Phone Number

FAX Number

Contact

James Bezek

E-Mail Address

A & B Buildings

530 Union Street

Fairfield, CA 94533

Date 3/11/2009

Sampling Date: 3/5/2009

Sampling Time 9:00:00 AM

Type Of Work: Lead BI

No. of Samples 12

Turnaround 6 hours

Num.	Sample ID#	Location/Description
1	530-A-1L	A Building, Basement, South Tunnel South Concrete Corridor Wall / Gray Paint
2	530-A-2L	A Building, Basement, East Tunnel, Corridor Concrete Floor / Yellow Paint
3	530-A-3L	A Building, Basement, East Tunnel, West Cinder Block Wall / Gray Paint
4	530-A-4L	A Building, 2nd, Exercise Area, North Wall / Gray Paint
5	530-A-5L	A Building, Exterior North Wall, Metal Door Components / Blue-Red Paint
6	530-A-6L	A Building, Exterior North Wall, Various Areas / Tan Paint
7	530-A-7L	A Building, Exterior West Side, Detention Entry Door Me Wall, Metal Door Components / Blue-Red Paint
8	530-A-8L	A Building, Exterior West Side, West Of Roll-up Door / Tan Paint
9	530-A-9L	A Building, Exterior West Wall, Metal Gate / White-Yellow Paint
10	530-A-10L	A Building, Exterior South Wall, North Lower Metal Window / Blue-Red Paint
11	530-B-11L	B Building, Exterior West Wall, Metal Window / Blue-Red Paint
12	530-B-12L	B Building, Exterior South Wall, Various Areas / Tan Paint

060902774

Chain of Custody Information

Released By Signature	Date/Time	Received By Signature	Date/Time	Due:
<i>James Bezek</i>	3/5/09 2:00 P	<i>Michelle Bezek</i>	3/12/09 11:41 AM	
Released By Signature	Date/Time	Received By Signature	Date/Time	At:



EMSL Analytical, Inc.

208 Stone Hinge Lane, Carle Place, NY 11514

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Attn: **Kate McKinney**
National Analytical Laboratories (NAL)
10416 Investment Circle
Suite A
Rancho Cordova, CA 95670

Fax: (916) 361-0540 Phone: (916) 361-0555
Project: **A & B Buildings, 530 Union Street, Fairfield, CA 94533**

Customer ID: NAL51
Customer PO:
Received: 03/12/09 9:47 AM
EMSL Order: 060902774

EMSL Proj:

Report Date: 3/12/2009

Lead in Paint Chips by Flame AAS (SW 846 3050B*/7420)

Client Sample Description	Lab ID	Collected	Analyzed	Lead Concentration
530-A-1L A Building,Basement,South Tunnel,South Concrete Co	0001	3/5/2009	3/12/2009	<0.010 % wt
530-A-2L A Building,Basement,East Tunnel,Corridor Concrete	0002	3/5/2009	3/12/2009	<0.010 % wt
530-A-3L A Building,Basement,East Tunnel,West Cinder Block	0003	3/5/2009	3/12/2009	<0.010 % wt
530-A-4L A Building,2nd,Exercise Area,North Wall/Gray Paint	0004	3/5/2009	3/12/2009	<0.010 % wt
530-A-5L A Building,Exterior North Wall,Metal Door Componen	0005	3/5/2009	3/12/2009	0.14 % wt
530-A-6L A Building,Exterior North Wall,Various Areas/Tan	0006	3/5/2009	3/12/2009	<0.010 % wt
530-A-7L A Building,Exterior West Side,Detention Entry Door	0007	3/5/2009	3/12/2009	0.22 % wt
530-A-8L A Building,Exterior West Side,West of Roll-up Door	0008	3/5/2009	3/12/2009	<0.010 % wt
530-A-9L A Building,Exterior West Wall,Metal Grate/White-Ye	0009	3/5/2009	3/12/2009	<0.010 % wt

Michelle McGowan, Laboratory Manager
or other approved signatory

Reporting limit is 0.01 % wt. The QC data associated with these results included in this report meet the method QC requirements, unless specifically indicated otherwise. Unless noted, results in this report are not blank corrected. EMSL bears no responsibility for sample collection activities. Samples received in good condition unless otherwise noted. * slight modifications to methods applied.

AIHA ELLAP 102344, CT PH-0249, NY ELAP 11469



EMSL Analytical, Inc.

208 Stone Hinge Lane, Carle Place, NY 11514

Phone: (516) 997-7261 Fax: (516) 997-7528 Email: carleplacelab@emsl.com

Attn: **Kate McKinney**
National Analytical Laboratories (NAL)
10416 Investment Circle
Suite A
Rancho Cordova, CA 95670

Customer ID: NAL51
Customer PO:
Received: 03/12/09 9:47 AM
EMSL Order: 060902774

Fax: (916) 361-0540 Phone: (916) 361-0555
Project: **A & B Buildings, 530 Union Street, Fairfield, CA 94533**

EMSL Proj:

Report Date: 3/12/2009

Lead in Paint Chips by Flame AAS (SW 846 3050B*7420)

<i>Client Sample Description</i>	<i>Lab ID</i>	<i>Collected</i>	<i>Analyzed</i>	<i>Lead Concentration</i>
530-A-10L A Building, Exterior South Wall, North Lower Metal	0010	3/5/2009	3/12/2009	0.23 % wt
530-A-11L B Building, Exterior West Wall, Metal Window/Blue-Re	0011	3/5/2009	3/12/2009	0.21 % wt
530-A-12L B Building, Exterior South Wall, Various Areas/Tan P	0012	3/5/2009	3/12/2009	<0.010 % wt

Average relative percent difference in data is 7.5

Michelle McGowan, Laboratory Manager
or other approved signatory

Reporting limit is 0.01 % wt. The QC data associated with these results included in this report meet the method QC requirements, unless specifically indicated otherwise. Unless noted, results in this report are not blank corrected. EMSL bears no responsibility for sample collection activities. Samples received in good condition unless otherwise noted. * slight modifications to methods applied.

AIHA ELLAP 102344, CT PH-0249, NY ELAP 11469

Receiving Laboratory:

MicroTest Laboratories, Inc Environmental Biological Testing 8080 Madison Avenue Suite 100B Fair Oaks, CA 95628 Tel: (916) 567-9808 Fax: (916) 567-9818		NAL, Environmental Testing & Consulting 10416 Investment Circle Rancho Cordova, CA 95670 Accession No: 906528-906529			
SAMPLING INFORMATION					
Location & Number : A & B Buildings					
530 Union Street, Fairfield, CA					
Sampler Name : Anthony DeArcos					
Company Name : NAL					
Lab Report Recipient: Anthony DeArcos					
Telephone Number : (916) 361-0555					
CHAIN OF CUSTODY					
Sample Relinquished by: Anthony DeArcos					
Company Name: NAL					
Date: 3-5-09					
Sample Received by: Rebecca Hutty					
Company Name: Microtest Laboratories					
Date: 3-6-09					
CHAIN OF CUSTODY					
Sample Relinquished by:					
Company Name :					
Date: Time:					
Sample Received by :					
Company Name :					
Date: Time:					
ADDITIONAL COMMENTS					
MicroTest Laboratories, Inc. does not associate					
these analyses with any event or significance					
other than organisms were present or absent in the					
submitted samples.					
Comments:					
Report Approved By: Rebecca Hutty					
Analyses Requested:		Total Coliform/E. coli, Fecal Strep Presence/Absence			
Report Date:		3/9/09 Test Parameters: Colilert/Mug/Bile Esculin Azide Broth			
Comments:		This represents a "Final Report."			
Report Approved By:		Rebecca Hutty			

MicroTest® Laboratories Inc.
8080 Madison Ave., Suite 100B
Fair Oaks, CA 95628
Tel. (916) 567-9808
Fax: (916) 567-9818

CLIENT: NAL, Inc.
10416 Investment Circle
Rancho Cordova, CA 95670

PROJECTS: A & B Building
530 Union Street
Fairfield, CA

SAMPLE COLLECTED BY: Anthony DeArcos

TYPE OF SAMPLE: Bulk (x3)

COLLECTION DATE/TIME: 3/5/09

SUBMISSION DATE/TIME: 3/6/09

ACCESSION NO: 906524-906527

TYPE OF ANALYSIS: Direct Preparation, Microscopic Examination

REPORT DATE: 3/6/09

REPORTED & REVIEWED BY: Rebecca Hutty

DIRECT MICROSCOPIC EXAMINATION

The "Bulk Samples" collected demonstrated the following:

Sample ID	Amorphous Debris/Description	Pollen/ Miscellaneous	Molds Observed: Mycelia or Sporulating Structures	General Impression
530-A-1MB A Bldg., Basement, E. Tunnel, N. Beam	1+ Amorphous Debris 3+ Particulate Debris		Rare <i>Ascomycetes</i>	Normal Lift
530-A-2MB A Bldg., Basement, E. Tunnel, N. Beam	2+ Amorphous Debris 3+ Particulate Debris		Rare <i>Penicillium/Aspergillus sp.</i>	Normal Lift
530-A-3MB A Bldg., 2 nd Floor, Exercise Area, N. Cinder Block Wall	3+ Amorphous Debris 3+ Particulate Debris		Rare <i>Ascomycetes</i> Rare <i>Cladosporium sp.</i>	Normal Lift

Note: Quantities of molds seen are graded from Rare to 4+, with 4+ denoting the highest numbers observed on microscopic examination. "Rare" indicates presence, but in very low numbers.

MicroTest® Laboratories, Inc. does not associate these analyses with any event or significance other than the organisms were present in the submitted samples. The interpretation of this report should not rule out the presence or absence of other organisms.

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DEPARTMENT OF GENERAL SERVICES
Capital Projects Management Division



**SOLANO
COUNTY**

MARK A. HUMMEL, AIA
Capital Projects Manager
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675 Texas Street, Suite 2500
Fairfield, CA 94533-6342
(707) 784-7908
Fax (707) 784-7912

DATE: August 12, 2020

TO: All Interest Bidders

SUBJECT: Addendum 02 -1799/1733
Additional Documents to be Included to RFP Documents for:
Piping Replacement & Shower Repair Project, Solano County Justice Detention Facility,
Fairfield, CA.

This ADDENDUM shall be considered part of the Request for Proposal 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 RFP or bid documents, this ADDENDUM shall govern and take precedence.

Bidders are notified that they shall make **any** necessary adjustment(s) in their proposal 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 Responses made to Written Comments reflect inquiries received as of Tuesday, August 4, 2020.

This ADDENDUM supersedes the original Request for proposals dated 07/20/20 where it contradicts them; all other conditions remain unchanged.

The bid opening date has been extended – bids are now due by 4:00 PM, Thursday, August 20, 2020, at the Solano County General Services Department, Capital Projects Management Division, 675 Texas Street, Suite 2500, Fairfield, California 94533. The deadline to submit a Request for Information will be August 13th.

Acknowledgment of receipt of **both** ADDENDUM #1 and ADDENDUM #2 is required on the Bid Form. The Acknowledgment Form is included in the Specifications of Page 1, Section 00 41 00.

PART A - LIST OF QUESTIONS AND ANSWERS of items compiled up to 5:00 P.M. (PST) on Friday, July 31, 2020.

Inquiry 1

Question:

1. *Is the plumbing subcontractors responsible for the drains?*
2. *Are the copper lines connected to the HVAC (inner chiller, heater & cooler)?*

Clarification/Response:

1. Alterations to the drains will be necessary to reset elevations for positive drainage. See notes on demo plans and shower alteration plans, Volume 2 & 3.
2. Supply lines are separate from HVAC systems. Project scope does not include HVAC alterations.

PART B – LIST OF ADDITIONAL DOCUMENTS

None.

(END OF ADDENDUM 1)

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DEPARTMENT OF GENERAL SERVICES
Capital Projects Management Division



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675 Texas Street, Suite 2500
Fairfield, CA 94533-6342
(707) 784-7908
Fax (707) 784-7912

DATE: August 17, 2020

TO: All Interest Bidders

SUBJECT: Addendum 03
Additional Documents to be Included to RFP Documents for:
Piping Replacement & Shower Repair Project, Solano County Justice Detention Facility,
Fairfield, CA.

This ADDENDUM shall be considered part of the Request for Proposal 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 RFP documents, this ADDENDUM shall govern and take precedence.

Bidders are notified that they shall make **any** necessary adjustment(s) in their Proposal 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 Responses made to Written Comments reflect inquiries received as of Thursday, August 13, 2020.

This ADDENDUM supersedes the original Request for Proposal dated 07/20/20 where it contradicts them; all other conditions remain unchanged.

Acknowledgment of receipt of ADDENDUM #1, ADDENDUM #2 and ADDENDUM #3 is required on the Bid Form. The Acknowledgment Form is included in the Specifications of Page 1, Section 00 41 00.

LIST OF QUESTIONS AND ANSWERS of items compiled up to 5:00 P.M. (PST) on Thursday, August 13, 2020.

Inquiry 1

Question:

"During the job walk it was noted that there are areas on the first floor that the suspended plumbing & interstitial space above ceiling could be accessed from behind the cells. The plumbers could then work above these areas without disturbing the ceilings below. It was also noted that these areas would not be considered confined space. Please identify these areas & if placing plywood on the ceilings to work off of would be sufficient. Also, Please note any other requirements to work within this space?"

Clarification/Response:

On the job walk it was noted that work could occur above the holding cells on the first floor in the intake area as they have concrete ceilings. Use of plywood on the concrete would be acceptable but not necessarily required. A confined entry permit would not be required by the sheriff's department for these areas, however if the bidders feel that it would be an CalOSHA requirement they would need to follow the proper

protocols. Reflected ceiling plans have been provided so that the bidders can evaluate the need to remove ceiling and/or work above the ceiling. It is at the bidders option on how much ceiling would be needed to be removed to load and install the piping.

PART B – LIST OF ADDITIONAL DOCUMENTS

Sheets:

Volume 2

F0101: Level 2 & 4 Partial Fire Protection Plans
P0102B: Level 2 Plumbing Plan – Sector B
P0102C: Level 2 Plumbing Plan – Sector C
P0104B: Level 4 Plumbing Plan – Sector B
P0104C: Level 4 Plumbing Plan – Sector C

Volume 3

G-002: Architectural Sheet Specs
G-004: Architectural Sheet Specs
G-005: Architectural Sheet Specs
G-008: ADA Access Compliance Diagrams
AD121: Demolition Overall Plans
AD401: Large Scale Demolition Plans
AD402: Large Scale Demolition Plans
AD403: Large Scale Ceiling Demolition Plans
A-121: Overall Floor Plans
A-122: Annotation, Finish Floor Plans, & Finish List
A-123: Reflected Ceiling Plans
A-401: Large Scale Floor Plans & Interior Elevations
A-402: Large Scale Floor Plans & Interior Elevations
A-601: Door Schedules, Elevations and Details

(END OF ADDENDUM 1)

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DEPARTMENT OF GENERAL SERVICES
Capital Projects Management Division



**SOLANO
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Fairfield, CA 94533-6342
(707) 784-7908
Fax (707) 784-7912

DATE: August 26, 2020

TO: All Interest Bidders

SUBJECT: Addendum 04 -1799/1733
Additional Documents to be Included to RFP Documents for:
Piping Replacement & Shower Repair Project, Solano County Justice Detention Facility,
Fairfield, CA.

This ADDENDUM shall be considered part of the Request for Proposal 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 RFP or bid documents, this ADDENDUM shall govern and take precedence.

Bidders are notified that they shall make **any** necessary adjustment(s) in their proposal 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.

This ADDENDUM supersedes the original Request for proposals dated 07/20/20 where it contradicts them; all other conditions remain unchanged.

The bid opening date has been extended – bids are now due by 4:00 PM, Thursday, August 27, 2020, at the Solano County General Services Department, Capital Projects Management Division, 675 Texas Street, Suite 2500, Fairfield, California 94533.

Acknowledgment of receipt of ADDENDUM #1, ADDENDUM #2, ADDENDUM #3, and ADDENDUM #4 is required on the Bid Form. The Acknowledgment Form is included in the Specifications of Page 1, Section 00 41 00 and included with this Addendum.

PART A - LIST OF QUESTIONS AND ANSWERS

None.

PART B – LIST OF ADDITIONAL DOCUMENTS

Bid form, Volume 1 Specifications Section 00 41 00

(END OF ADDENDUM 4)



SECTION 00 41 00 - BID FORM

1.1 GENERAL BID INFORMATION

Bid For: Main Jail Piping Replacement and Shower Repair
500 Union Ave, Fairfield, CA

Project Manager/: Tim Reynolds, Senior Capital Projects Coordinator
Architect Department of General Services, Capital Projects Management Division
675 Texas St., Suite 2500
Fairfield, CA 94533

- A. We, the undersigned, having familiarized ourselves with the local conditions, the Advertisement for Bids, Instructions to Bidders, General Conditions, Bid Form, Supplement to Bid Form, Agreement Between County and Contractor, the Drawings and Specifications, Addenda and Allowances issued by the Architect and 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 declares that the cost of a Performance Bond and Payment Bond in the full amount of the Agreement, and a one (1) year Warranty Bond for 10% of the Final Contract Amount, is included in this bid.
- C. 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, within five calendar (5) calendar days after date of receipt of Notice to Proceed.
- D. **Liquidated Damages for Failure to Enter into the Agreement:**
Enclosed is Certified Check or Bid Bond, made payable to the County, which is not less than 10% of the total amount of the Base Bid. 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.
- E. Undersigned acknowledges receipt of the following Addenda:
1. Addendum No.____ Dated_____ Initial_____
 2. Addendum No.____ Dated_____ Initial_____
 3. Addendum No.____ Dated_____ Initial_____
 4. Addendum No.____ Dated_____ Initial_____



- F. This Bid is valid for sixty (60) calendar days following the date for receiving Bids.
- G. Undersigned proposes to enter into a contract for the following amounts:
- H. **Lump Sum Base Bid** for work included in this Contract necessary to complete the Main Jail Piping Replacement and Shower Repair, 500 Union Ave, Fairfield, CA as shown in the drawings and specifications. The Project shall be substantially complete within **365 calendar days** from the date to be established in the Notice to Proceed. 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.
- I. Itemization of Base Bid per the following four cost elements in accordance with the Uniform Construction Cost Accounting Policies and Procedures:
- | | |
|---|----------|
| 1) Amount for Personnel: | \$ _____ |
| 2) Amount for Materials: | \$ _____ |
| 3) Amount for Supplies and Subcontracts: | \$ _____ |
| 4) Amount for Equipment and Overhead | \$ _____ |
| Total Base Bid:
(Must match Base Bid in paragraph 1.2 below) | \$ _____ |

1.2 LUMP SUM BASE BID (INCLUDING ALL ADDENDA)

_____	\$ _____
Total Amount of Lump Sum Base Bid in Words	Numbers
_____	\$ _____
Total Amount of Additive / Alternate #1 (Mod – Z work)	Numbers
_____	\$ _____
Total Amount of Additive / Alternate #2 (Infirmary work)	Numbers
_____	\$ _____
Total Lump Sum Base Bid Plus Add/Alt #1 and Add/Alt #2	Numbers



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: _____

California Department of Industrial Relations Registration Number: _____
(Cal. Labor Code section 1725.5)

Attachments:

- **Bid Bond**
- **Sub-contractor List**
- **Non-Collusion Affidavit**
- **Workers Compensation Certification**