

County of San Mateo Department of Public Works NOTICE IS HEREBY GIVEN that the County of San Mateo, State of California, is issuing Addendum No.2

September 14th, 2015

for

## Request for Proposal for County of San Mateo Skylonda Fire Station No. 58 Replacement Project

\* \* \*

Qualifications must be submitted to:

County of San Mateo DEPARTMENT OF PUBLIC WORKS Attn: Theresa Yee 555 County Center 5<sup>th</sup> Floor Redwood City, CA 94063

No later than September 21, 2015 at 3:00 P.M. PDT

### PROPOSALS WILL NOT BE ACCEPTED AFTER THIS DATE AND TIME

# Addendum No.2

By this Addendum No.2 issued September 14th, 2015, the following should be incorporated and made a part of the RFQ:

### **Clarification #1**:

As-built drawings of the existing drafting pit are unavailable. The existing drafting pit is to remain unless the proposed design is in conflict with drafting pit location. If the drafting pit must be relocated, it must be done so in a manner consistent with the applicable local, State and Federal codes & regulations.

Replacement of the approximately 500 gallon drafting pit must be consistent with the specification attached to this Addendum No. 2, and must be located such that firefighters should be able to park next to the hatch to draw water from the pit.

### **Clarification #2:**

Life Cycle Costs should be calculated using DBE's proposed design. These life cycle costs are not predicated upon existing utility use. The proposal should include an explanation of how the life cycle cost was calculated.

### **Clarification #3**

To the extent required for the construction of the Project, the County shall reimburse to DBE the permitting fees required by Authorities Having Jurisdiction (AHJ). Additional fees for re-check or re-submittal due to DBE error or oversight shall be borne by the DBE.

### **Clarification #4**

A Hazardous Materials Sampling Results have been provided as a part of the DRAFT Mitigated Negative Declaration (MND) of the RFP.

### **Clarification #5**

Parcel maps shows a triangle piece of property between Skyline Blvd. and the existing Apparatus building. This property is County property and is considered a part of this project. Drawings "Addendum No. 2 –triangle parcel" is attached.

### **Clarification #6**

Resizing of drawings to  $24^{\circ}x36^{\circ}$  so that  $\frac{1}{2}$  sized sets are 11x17 is acceptable. Also include electronic copies of the drawings in pdf.

### **Clarification #7**

San Mateo County has adopted the following sections of the CBC:

SECTION 9100. ADOPTION OF 2013 CALIFORNIA BUILDING STANDARDS CODE

The latest adopted editions of the 2013 California Building Standards Code, Title 24, excluding Part 1 (California Administrative Code) and including the 2013 California Building Code (Part 2), 2013 California Residential Code, Title 24 (Part 2.5), 2013 California Energy Code (Part 6), 2013 California Historical Building Code (Part 8), 2013 California Fire Code (Part 9), 2013 California Existing Building Code (Part 10), 2013 California Reference Standards Code (Part 12) and all appendices, amendments, and emergency supplements are hereby adopted and by reference except as otherwise provided in Division VII, as the Building Code of the County of San Mateo. A copy of the "California Building Standards Code" is on file at the San Mateo County Building Inspection Section. The mandatory requirements of the appendix to the California Building Code. Any amendments, errata and/or emergency supplements to this code shall be enforceable to the same extent as if contained in the body of the "California Building Code."

### **Clarification #8**

The RFP requirements for schedule shall be modified to be proposed by the DBE instead of the December 2016 completion date. This date shall be included in the description section of Part I Base Price (on Proposal Form 04200). More points will be given to the earliest schedule.

DBE should expect to provide the following information (following an October 20, 2015 contract approval) by November 3, 2015 for an estimated January 13, 2016 approval:

Planning Application Submittal

- 1) Planning Permit Application, Application for Architectural Review, Application for Grading Permit, & Environmental Info Disclosure Form
- 2) Site Plan
- 3) Exterior Elevations
- 4) Grading, Drainage Plan & Erosion Control Plan -including soils report
- 5) Landscaping Plan
- 6) Equipment & Site Staging Plan
- 7) Material & Color Board

The DBE should expect to attend a Planning & CEQA meeting prior to submittal of the applications for feedback on the proposed design & finishes. The DBE should also plan on attending Public Meetings.

DBE shall submit for plan check approvals, and other Owner approvals as indicated in the RFP, prior to issuing construction documents.

### **Clarification #9**

The Pollution Insurance shall be modified to \$2 million in coverage for the duration of the project.

Warranty shall be modified to warrant all labor performed and material installed, in accordance with the construction documents and specifications for a period of (1) year from date of Substantial Completion. Should any defect develop during the warranty

period due to improper materials, workmanship or arrangement, the defect, including adjacent work displaced, shall be replaced or repaired at no expense to the Owner.

The following shall be added to the insurance requirements:

- 1.1 Commercial General Liability, Workers' Compensation and Employers' Liability and Automobile Liability
  - 1.1.1 Commercial General Liability: \$1,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit; and
  - 1.1.2 Workers' Compensation and Employers' Liability: Workers' Compensation limits as required by the California Labor Code and Employers Liability limits of \$1,000,000 per accident; and
  - 1.1.3 Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage.

### **Clarification #10**

The due date of the proposals shall be changed from Wednesday September 16, 2015 to Friday, September 21, 2015 at 3:00 pm.

\*\* End of Addendum No.2 \*\*

#### DOCUMENT 00 7316

#### SUPPLEMENTARY CONDITIONS - INSURANCE AND INDEMNIFICATION (Design-Build)

#### 1 DBE PROVIDED INSURANCE

#### 1.1 General

- 1.1.1 DBE shall procure and maintain for the duration of this Contract at its sole cost and expense, insurance against claims which may arise from, or in connection with, the performance of the Work by, or on behalf of (whether directly or indirectly), the DBE.
- 1.1.2 Each insurance policy required by this Contract shall be endorsed to state that coverage shall not be suspended, voided, canceled, or reduced in coverage or in limits except after thirty (30) days' prior written notice has been given to the Owner, except that ten (10) days' prior written notice shall apply in the event that cancellation for non-payment of premium.

# 1.2 Commercial General Liability, Workers' Compensation and Employers' Liability and Automobile Liability

- 1.2.1 Commercial General Liability: \$1,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit; and
- 1.2.2 Workers' Compensation and Employers' Liability: Workers' Compensation limits as required by the California Labor Code and Employers Liability limits of \$1,000,000 per accident; and
- 1.2.3 Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage.

#### 1.3 Builder's Risk/Course of Construction.

- 1.3.1 DBE shall procure and maintain in effect a Builders' Risk (course of construction) insurance for completed value of the Work. No deductible shall exceed \$100,000, per occurrence. Builder's Risk Policies shall contain the following provisions:
  - (1) Owner shall be named as loss payee; and
  - (2) Coverage shall contain a waiver of subrogation in favor of the Owner, it officials, employees, agents, and design or engineering professionals.

#### **1.4 Contractor's Pollution Insurance**

- 1.4.1 Contractor's Pollution Liability Insurance on an occurrence basis, with limits of at least \$2,000,000 per occurrence and \$2,000,000 policy term aggregate for bodily injury, property damage, cleanup costs and claim expenses, arising at or emanating from the Project Site arising from all operations performed on behalf of the Owner.
- 1.4.2 Such insurance shall provide liability coverage for both sudden and gradual releases arising from the Work. CPL policy shall name Owner, Design-Build Entity and all Subcontractors of all tiers as insureds.

- 1.4.3 Contractor shall be responsible at its own expense for an obligation for each loss payable under this insurance that is attributable to the Design-Build Entity's acts, errors, or omissions, or the acts, errors, or omissions of any of its Subcontractors, or any other entity or person for whom Design-Build Entity may be responsible. The amount of the obligation shall be based on the amount of the initial Contract Price, as follows:
- 1.4.4 The portion of the obligation applying to the Design-Build Entity or Subcontractor shall be the responsibility of the Design Build Entity and shall remain uninsured. Design Build Entity shall promptly pay its charge pertaining to any loss. The Owner, in addition to its other remedies, may back charge Design-Build Entity for the obligation and deduct the back-charged amount from Design-Build Entity's next progress payment or final payment.

#### 1.5 Professional Liability Errors and Omission insurance for all professional services

#### 1.6 Waivers

- Owner and Design-Build Entity waive all rights against each other and any of their 1.6.1 consultants (including without limitation Construction Manager, Bridging Architect and their consultants), separate contractors, if any, Subcontractors, Designers, agents and employees. each of the other, and any of their contractors, subcontractors, agents and employees, for damages caused by fire or other causes of loss to the extent covered by Builder's Risk insurance obtained pursuant to paragraph 1.2 above, or other property insurance applicable to the Work, except such rights as they have to proceeds of such insurance held by the Owner in good faith. Owner or Design-Build Entity, as appropriate, shall require of the separate contractors, if any, and the Subcontractors, Designers, agents and employees of any of them, by appropriate agreements, written where legally required for validity, similar waivers each in favor of other parties enumerated herein. The policies shall provide such waivers of subrogation by endorsement or otherwise. A waiver of subrogation shall be effective as to any individual or entity even if such individual or entity (a) would otherwise have a duty of indemnification, contractual or otherwise, (b) did not pay the insurance premium directly or indirectly, and (c) whether or not such individual or entity had an insurable interest in the property damaged. The only exceptions to this waiver of subrogation are for claims that may be covered by any Professional Liability insurance to the extent that insurance responds to any loss.
- 1.6.2 Owner waives subrogation rights under the Contractor's Pollution Liability Policy, to the greatest extent permitted by law, against all other project participants, including Design-Build Entity and Subcontractors of any tier.

#### 2 RESPONSIBILITY OF DESIGN-BUILDER AND INDEMNIFICATION

#### 2.1 Design-Build Entity's Responsibility for the Work.

- 2.1.1 Except for damage caused by the sole negligence, willful misconduct or active negligence of Owner or its agents, Design-Build Entity shall be solely responsible for any loss or damage that may happen to any part of the Work, materials or other things used in performing the work, injury, sickness, disease, or death of any person as a result of the Work, or resulting damage to property.
- 2.1.2 Owner and each of its officers, employees, departments, officials, representatives, inspectors, consultants and agents including, but not limited to the Board, Construction Manager, Bridging Architect and each Owner Representative, (all together, **Owner Parties**), shall not be liable or accountable in any manner for loss or damage that may happen to any part of the Work; loss or damage to materials or other things used or employed in performing the Work; injury, sickness, disease, or death of any person as a result of the Work; or damage to property resulting from any cause whatsoever except their sole negligence, willful misconduct or active negligence, and Design-Build Entity releases all of the foregoing persons and entities from any and all such claims.

2.1.3 With respect to third-party claims against Design-Build Entity, Design-Build Entity waives any and all rights to any type of express or implied indemnity against each of the Owner Parties.

#### 2.2 Claims Arising From the Work.

- 2.2.1 To the furthest extent permitted by law (including without limitation California Civil Code Section 2782), Design-Build Entity shall assume defense of, and indemnify and hold harmless, each of the Owner Parties, from and against claims, suits, actions, losses and liability of every kind, nature and description, including but not limited to claims and fines of regulatory agencies and attorney's fees and consultant's fees, directly or indirectly arising out of, connected with or resulting from performance of the Work, failure to perform the Work, or condition of the Work which is caused in whole or part by any act or omission of Design-Build Entity, Subcontractors, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable.
- 2.2.2 Design-Build Entity's indemnity obligation shall not apply to any indemnified party to the extent of its sole negligence or willful misconduct; nor shall it apply to Owner or other indemnified party to the extent of its active negligence.
- 2.2.3 In the event that a court of competent jurisdiction determines that California Civil Code Section 2782.8 applies to Design-Build Entity's indemnity and defense obligations under this paragraph 3.2, as to the design-related services provided by Design-Build Entity or its Subcontractors, then, with respect to such design-related services only, Design-Build Entity shall assume defense of, and indemnify and hold harmless, each of the Owner Parties, from and against claims, suits, actions, losses and liability of every kind, nature and description, including but not limited to claims and fines of regulatory agencies and attorney's fees and consultant's fees, that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of Design-Build Entity or its Subcontractors in connection with the Work, Contract, or Project. However, irrespective of the applicability of California Civil Code Section 2782.8 as to design-related services, with respect to any non-design-related services (including without limitation construction services), Design-Build Entity shall assume defense of, and indemnify and hold harmless, each of the Owner Parties, in accordance with the other provisions of this paragraph 3.2.

#### 2.3 Scope of Indemnification Obligation.

2.3.1 Approval or purchase of any insurance contracts or policies shall in no way relieve from liability nor limit the liability of Design-Build Entity, its Subcontractors of any tier, or the officers or agents of any of them. In the event of loss, however, Design-Build Entity shall give all required notices to all insurance carriers, and shall require its subcontractors to do the same. Owner may, in its discretion, request evidence of such notices from Design-Build Entity.

#### 2.4 Scope of Contract Limitations of Liability.

2.4.1 To the furthest extent permitted by law (including, without limitation, Civil Code Section 2782), the indemnities, releases of liability and limitations of liability, claims procedures, and limitations of remedy expressed throughout Contract Documents shall apply even in the event of breach of contract, negligence (active or passive), fault or strict liability of the party(is) indemnified, released, or limited in liability, and shall survive the termination, rescission, breach, abandonment, or completion of the Work or the terms of the Contract Documents.

#### END OF DOCUMENT

#### SECTION 221217 – UNDERGROUND DRAFTING PIT

#### 1.1 SUMMARY

- A. There is an existing underground drafting pit on the site which is used by CalFire for training and testing purposes. The existing pit has been estimated to be 500 gallons. A new tank, if required, is requested by CalFire to be comparable to the existing tank with a capacity of 500 gallons. These Specifications, along with associated documents, provides the information necessary for the construction and placement of the underground drafting pit tank used for this purpose.
- B. Work Included:

Install new drafting pit, if needed, including all associated excavation, bedding/foundation, backfill, paving, access port, and any other items needed for a complete and finished installation.

- C. The Site is a critical facility designed to function during an emergency. As such;
  - 1. Materials, Products, and Installation methods in this Section were chosen for durability, life cycle, and resistance to damage.
  - 2. Redundant systems may be present and must be installed to facilitate regular testing.
  - 3. Many systems require safety features to prevent tampering, such as locking lids.
  - 4. Utility systems may perform primary and secondary functions. Check with the Design-Build Entity and Engineer prior to implementing changes.
- D. Work in this Section must meet local and federal requirements including those of San Mateo County.
- E. Related Sections:
  - 1. Division 01 Section "General Conditions" for instructions on submitting proposed Work that deviates from Project criteria described in these Specifications.
  - 2. Division 01 "Supplementary Conditions" for instructions on requirements describing quality assurance and quality control.
  - 3. Division 01 "General Requirements" for instructions for selection of products for use in Project.
  - 4. Division 31 Section "Earth Moving" for aggregate subbase and base courses and for aggregate pavement shoulders.
  - 5. Division 31 Section "Temporary Erosion and Sediment Control"
  - 6. Division 32 Section "Asphalt Paving".
  - 7. Division 32 Section "Concrete Paving".
  - 8. Division 32 Section "Pervious Concrete Paving:
  - 9. Division 32 Section "Porous Unit Paving".
  - 10. Division 33 Section "Common Work Results for Utilities"

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#### 1.2 DESIGN BUILD APPROACH

- A. This document is issued to give Bidders a basis for preparing a proposal to design and install a complete storm drainage system for this project that meets both project and applicable code requirements.
  - 1. Incorporate Work described in other Sections to provide a complete storm drainage system.
  - 2. Coordinate other Work affected by this specification section to meet project and code requirements.
- B. Use this Specification as a guide to meet or exceed stated minimum design performance requirements, workmanship, materials, and construction.
  - 1. Work that results in not meeting the criteria described in this Section, or adversely affects Work described in other Sections, must be reviewed and approved by the County of San Mateo prior to being incorporated into the Project.
  - 2. See Division 01 'Substitution Procedures' for instructions on submitting proposed substitutions to County of San Mateo.
- C. See Division 01 'Quality Requirements' and 'Product Requirements' for intent in listing any specific products, Basis of Design, or mock-ups. They generally are meant to establish or verify a baseline level of performance criteria to meet or exceed.

#### 1.3 REFERENCES

- A. Definitions:
  - 1. Authorities Having Jurisdiction (AHJ): Municipal, County, Regional, State, Federal, and National agencies having statutory authority and responsible for such criteria as: fire life safety and/or approving equipment, materials, an installation, or a procedure.
- B. Standards Current Edition, Typ.:
  - 1. Comply with all relevant standards from AHJ including the following.
  - 2. Federal Water Pollution Control Act
  - 3. Blueprint for a Clean Bay by Bay Area Management Agencies Association (BASMAA)
  - 4. Start at the Source by Bay Area Management Agencies Association (BASMAA)
  - 5. Reviewing Authority Standard Plans and Specifications
  - 6. Uniform Plumbing Code
  - 7. The above listed Standards are more specific to products, materials, components, and systems described in this specification section, but is not comprehensive. See additional Standards described in Project Narrative and Div 01 "Summary of Work" that may affect work of this Section.
  - 8. CalGreen

#### 1.4 PERFORMANCE REQUIREMENTS

A. Non-reactive, durable 500-gallon underground tank to meet CalFire operation needs.

#### 1.5 SUBMITTALS

- A. The following Submittals are required to the County/Construction Manager and, where required, to the AHJ for verification/conformance to the Bridging Documents.
  - 1. Shop Drawings: Include plans, elevations, sections, details for the following:
    - a. Access manholes, including frames and covers.
    - b. Underground storage tank.
  - 2. Coordination Drawings: Show tank size, location, and elevations.
  - 3. Field quality-control test reports. Product Data: For each type of product indicated.
  - 4. Product Data to be submitted:
    - a. Materials list of items proposed to be provided under this Section.
    - b. Manufacturer's specifications and other data needed to prove compliance and the specified requirements.
    - c. Manufacturer's recommended installation procedures which will become one basis for accepting or rejecting actual installation procedures used on the Work

#### 1.6 QUALITY ASSURANCE

A. Use adequate numbers of skilled workers who are thoroughly trained and experienced in the necessary crafts and who are completely familiar with the specified requirements and the methods needed for property performance of the work of this Section.

#### 1.7 PRODUCTS

#### A. UNDERGROUND TANK

- 1. HDPE or similar non-reactive and durable 500-gallon tank no deeper than 12-feet. Lined steel tanks are not allowed.
- 2. The manufacturer shall provide a 30-year warranty, against defects in material for the tank system, to the purchaser of the tank and their heirs, successors, and assigns.

#### B. ACCESS MANHOLE

- 1. Solid manhole cover to allow filling, inspection, and the ability to drop the drafting hoses or pipes to the bottom of the tank.
- C. ACCESS PAD

1. Surface and material around the access manhole should allow for fire truck loading and the ability to park a fire truck immediately next to the access manhole.

#### 1.8 INSTALLATION

#### A. PROJECT CONDITIONS

- 1. Site Information: Research public utility records, and verify existing utility locations prior to ordering any materials. Notify Design-Build Entity immediately if any discrepancies are found in the project survey.
- 2. Examine the areas and conditions under which work of this Section will be performed. Correct conditions detrimental to timely and proper completion of the Work. Do not proceed until unsatisfactory conditions are corrected.

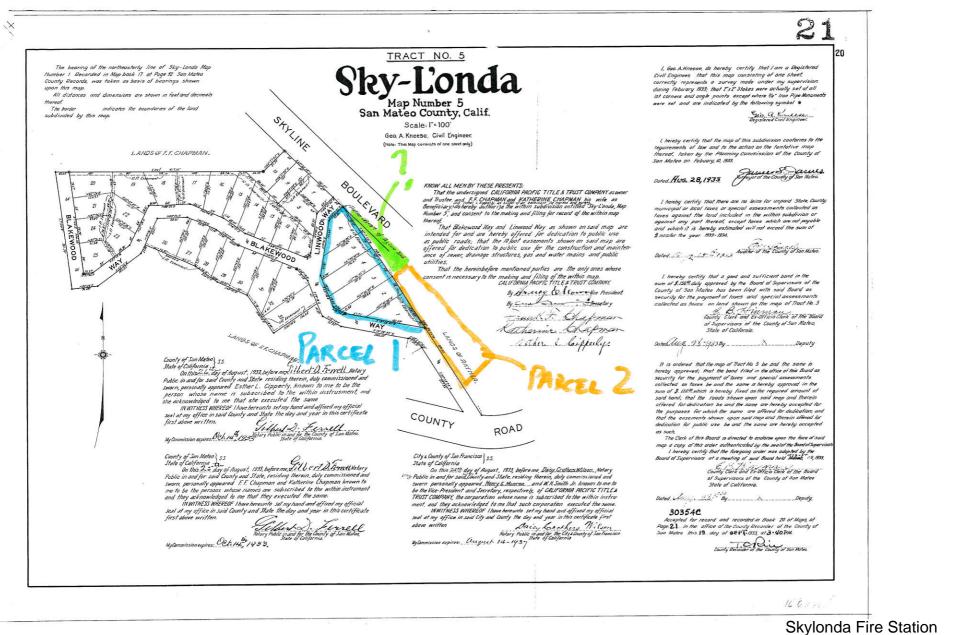
#### B. FIELD MEASUREMENTS

1. Make necessary measurements in the field to assure precise fit of items in accordance with the approved design.

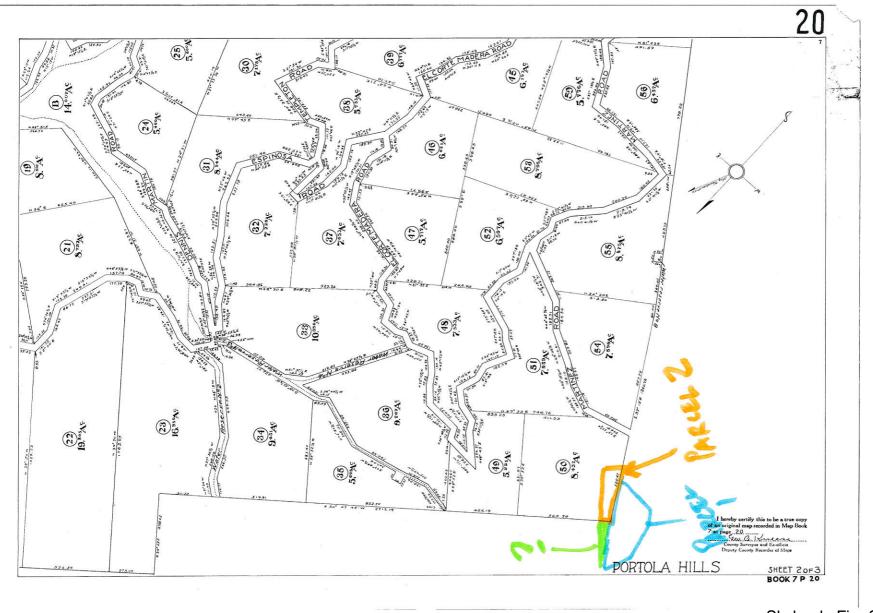
#### C. TANK INSTALLATION

- 1. Location and orientation of the tank shall be determined during site plan or preliminary plan layout, as approved by the Fire Official.
- 2. The installing contractor shall be responsible for obtaining all necessary permits for work and for scheduling required inspections.
- 3. The access manhole shall be located immediately adjacent to the parking surface or curb line.
- 4. Total elevation from the bottom of the tank to the top of the access manhole shall not exceed 16 feet zero inches. This dimension shall be minimized as much as possible to reduce head loss, while maintaining correct depth of cover over tank, per manufacturer's specifications.
- 5. Excavation shall be performed per all applicable regulations. The excavation shall be backfilled with a material per manufacturer's specifications.
- 6. Tank shall be located and set on competent material or foundation per manufacturer's specifications and geotechnical consultant's recommendations.
- D. TESTING
  - 1. A pressure test shall be performed prior to installation of the tank, per manufacturer's specifications.
  - 2. A pressure test shall be performed after the tank is installed and covered at a maximum pressure of 5 psi (pounds per square inch) and held for a time period as determined by the Fire Official, or per manufacturer's specifications.
  - 3. An operational test shall be performed when construction is completed, in accordance with the approved procedures. The test shall be conducted by the fire department and the installer. When testing has been completed, the installer shall refill the tank to full capacity as required.
- E. PROTECTION AND CLEANING
  - 1. Clear interior of tank of dirt and superfluous material as work progresses.

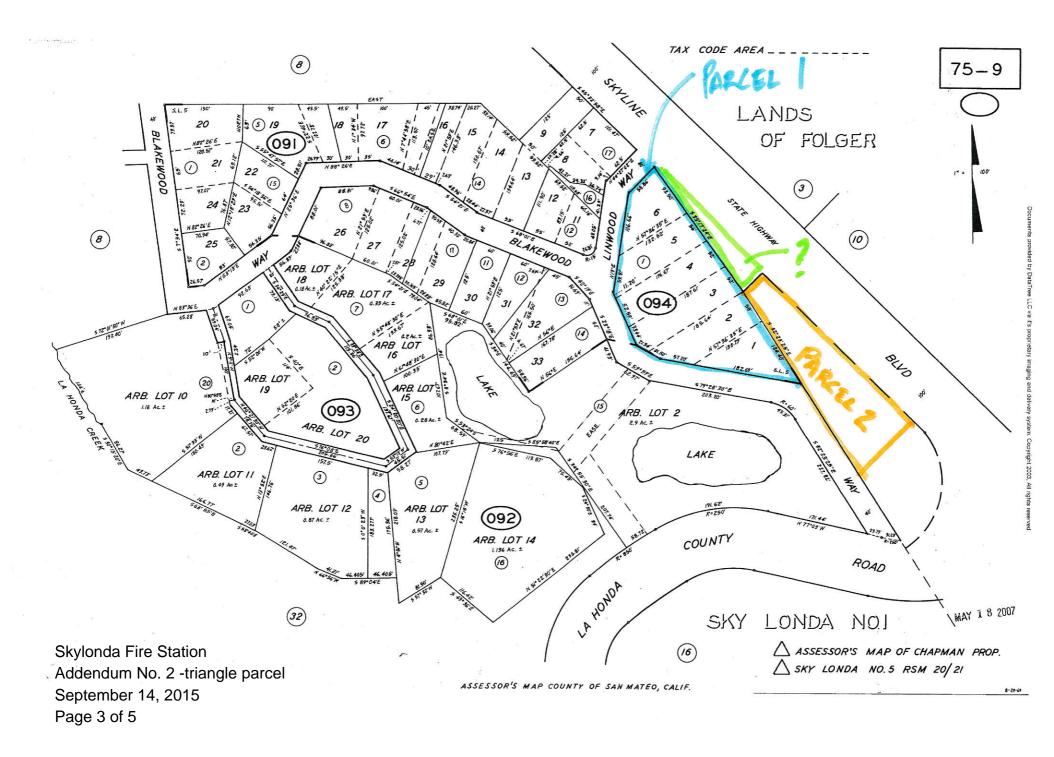
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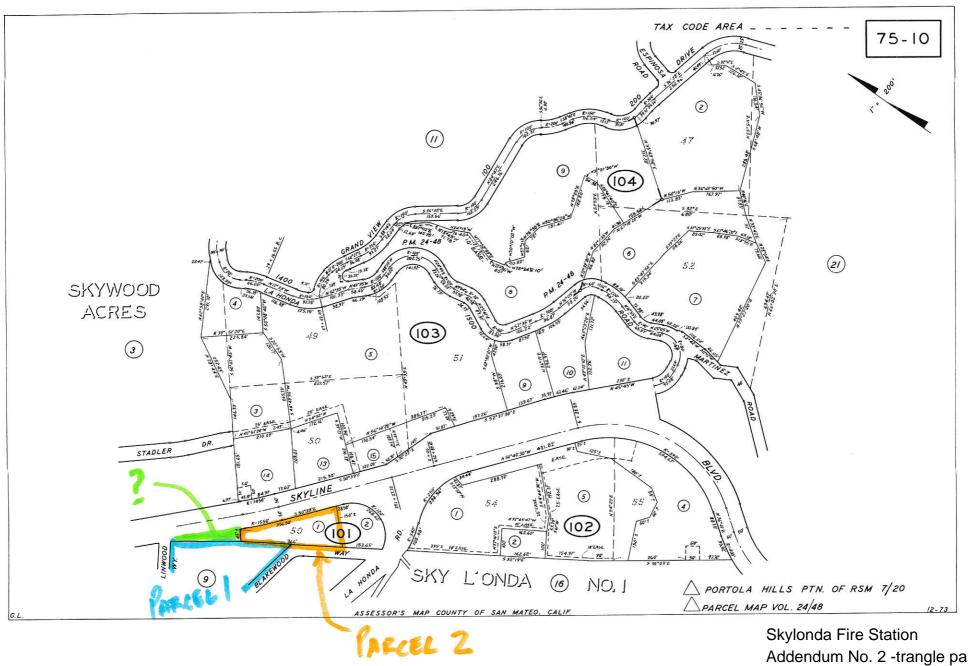


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