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IN REPLY PLEASE

REFER TO FILE: **BRC-1**

March 12, 2020

REQUEST FOR PROPOSALS - ADDENDUM 2 ON-CALL STORMWATER CAPTURE RUBBER DAM SYSTEM MAINTENANCE SERVICES (BRC0000118)

Thank you for attending our mandatory proposers' conference for On-Call Stormwater Capture Rubber Dam System Maintenance Services (BRC0000118) held on Wednesday, March 4, 2020.

Reminder: The deadline to submit proposals is Wednesday, March 18, 2020, at 5:30 p.m.

The following addenda and informational update are in response to requests for information submitted by the proposers and to clarify information in the Request for Proposals (RFP) for On-Call Stormwater Capture Rubber Dam System Maintenance Services (BRC0000118), released on February 19, 2020. The questions presented in Section B of this Addendum represent questions asked by the proposers in the form and context as submitted.

All addenda and informational updates will also be posted electronically at <http://pw.lacounty.gov/brcd/servicecontracts/>. Please check the website frequently for any further addenda or informational updates, which may be released for this solicitation.

A. ADDENDUM

1. The RFP Exhibit A, Scope of Work, Section F, Tasks Description and Deliverables, Subsection 9, Additional Services, Item b on page A.16 is modified with added language in **boldface** as shown below:
 - b. **When all or a portion of the additional service work is performed by a Subcontractor, a markup shall be applied to the Subcontractor's actual cost for such work. A markup of 10 percent on the first \$5,000 of the subcontracted portion of the additional work and a markup of 5 percent on work added in excess of \$5,000 of the subcontracted portion of the additional work may be added by the Contractor. The actual Subcontractor cost plus these markups shall constitute the entire payment for the Contractor on work performed by the Subcontractor.**

No markup shall apply for work performed by the Subcontractor for any task with rates previously provided in the Form PW-2.1, Schedule of Prices.

2. The RFP Exhibit L, SCRDS Repair Guidelines, Section A, Repair Proposal and Authorization, Subsection 1 is hereby modified with deleted language in ~~strikeout~~ and added language in **boldface** as shown below:
 1. The Contractor shall provide a repair plan, cost estimate based on hourly labor rates in form PW-2.1; material cost marked up 5 percent; completion schedule for every repair; and Subcontractor markup per **Exhibit A, Scope of Work, Section F, Tasks Description and Deliverables, Subsection 9, Additional Services, Item b. Section D, Additional Services.** The Contractor shall not be paid for travel time and lodging. Unless authorized by the Contract Manager, all Bridgestone and HTE rubber dam bladder repairs shall be performed according to Exhibit T or manufacturer's recommendation. RDG bladder repairs, including Obermeyer and YOOIL products, may need to be coordinated with the product manufacturers in order to develop a repair plan.

B. QUESTIONS AND ANSWERS

1. **Question:** Are the hourly rates on PW-2 intended to be portal to portal; Local LA County base location to jobsite, at jobsite, travel to next jobsite, return to local base, or are the hourly rates to be based on hours at one of the project jobsites? The difference in hourly rate would be at least 20%.

Response: Hourly rates shall include all travel costs to and from the jobsite. Public Works will not pay for any travel time between sites. The contractor may charge the Form PW-2.1 hourly rates once they arrive at the jobsite and standing time if Public Works has not provided access to the jobsite. As stated, the rate listed on Form PW-2.1 shall include all administrative costs, labor, supervision, materials, transportation, taxes, equipment, and supplies unless stated otherwise in the RFP.

2. **Question:** The hourly rates include "materials" and "equipment and supplies." Would this include repair materials, replacement parts, excavator rental, specialized equipment like concrete cutting or drilling equipment, and other similar costs?

Response: Hourly rates for Tasks 1, 2, 3, and 5 will include all administrative costs, labor, supervision, materials, transportation, taxes, equipment, and supplies unless stated otherwise in the RFP required to complete the tasks. Task 4, due to the unforeseen nature of the work, may have additional costs, such as repair materials, replacement parts, and specialized equipment rental.

As stated on page A.12 of the Scope of Work, the contractor will provide a proposal to complete the rehabilitation or repair work along with a list of parts and equipment needed to the Contract Manager for approval. Receipts of all additional items will need to be provided to the Contract Manager upon invoicing.

3. **Question:** For Tasks 1 – Task 6 on Form PW-2.1 will the hours allowed (for example: inspection at a particular Jobsite) be as directed by LACDPW, or as proposed by the contractor and agreed to by LACDPW, or will the hours allowed be the actual time spent performing the work?

Response: The hours to perform all tasks shall be negotiated and authorized by the Contract Manager. If unforeseen circumstances occur while performing authorized work and additional time is needed to complete a task, it must be communicated to the Contract Manager. The Contract Manager must authorize any additional hours needed to complete the task.

4. **Question:** Page A.20 contains the statement "Keys used by Public Works personnel to access facilities will not be issued to the Consultant." Does this mean that for all Jobsite work, County personnel will need to accompany the consultant?

Response: No. Public Works personnel will provide initial access to any facilities and/or jobsites, but not necessarily accompany the Contractor while performing any work.

5. **Question:** Please clarify what is considered "administrative costs" as mentioned in Section D of Exhibit A, on page A.1. Does this just include work typically performed by administrative staff (i.e. invoicing, accounting, etc.) or does this also include work performed by technical staff/project managers including coordination with the County, coordination with vendors, developing repair plans and procuring parts and materials?

Response: Administrative costs constitutes any work performed by administrative staff or work otherwise performed in an administrative capacity. It is the responsibility of the Proposer to account for any administrative costs, which may become necessary in the completion of Tasks 1-6 and submit pricing accordingly. The County makes no representations as to the current or future costs associated with or required to carry out the duties of this contract. It is the sole responsibility of the Proposer to calculate their pricing taking into account all costs associated with administrative operations, labor, supervision, overtime, materials, transportation, fuel, taxes, equipment, and other costs, which may become necessary throughout the duration of the contract. Please also review Part 1, Section 3, S. Wages, Materials, and Other Costs.

- 6. Question:** The hourly rates include "all administrative" costs. Is communication with LACDPW over scope and method of modifications or repairs, preparation of estimates, preparation of reports on modification to local equipment, office work on programming modifications all intended to be included in the hourly rate billed as time actually worked at a project jobsite?

Response: Please see response to Question 5.

- 7. Question:** The local Programmable Logic Controllers (PLCs) that will be maintained under this contract can be controlled locally or remotely over the system Telemetry Network. We understand that the maintenance & modification of the remote telemetry part of the local jobsite PLC programming will be covered under a separate contract and the maintenance and modification of the local operation part of the local jobsite PLC programming will be covered under this contract. What provisions/requirements are being made for the coordination and Software Version Control of the two consultants working on the same PLCs in order to avoid error and disagreement as to who is responsible for rectifying those errors?

Response: Contract Managers for the telemetry maintenance services contract and the resultant rubber dam maintenance services contract will work together in coordination with each respective contractor to manage and track the work performed. Programming changes will be tracked and recorded as stated in Exhibit N.1, Section 5, "Upon completion of any new programming or changes, PLC programming shall be copied and provided to the Contract Manager in a readily accessible format, such as CD, DVD, or USB, for archiving purposes."

- 8. Question:** In SCRDS Repair Guidelines on page 1, Section A.1 of Exhibit L, reference is made to "subcontractor markup per Section D, Additional Services." Additional Services does not seem to have a Section D. What is the proposed subcontractor markup?

Response: Please refer to Section A.1 of this Addendum.

- 9. Question:** In order to meet some of the requirements, the Prime Contractor needs to list a service provider such as Rubber Dam repair or PLC programmer entity. It is uncommon for the majority of rubber dam repair companies or PLC programmers to hold a contractor license as they do not fall under any CSLB's contractor categories. Most entities in this business fall under engineering firms with very few holding contractor's licenses. In order to obtain DIR Registration, a CSLB Contractor's license is required which due to the above is not possible to obtain. Please advise if it is acceptable to list service companies that do not hold CSLB license and DIR registration.

Response: Proof of valid and active DIR registration is required for "Proposer and its subcontractors performing prevailing wage work," as stated on page 1.2 of Part I, Section B, Minimum Mandatory Requirements, Number 4. Subcontractors providing services in the form of programming or engineering consultants, which do not entail prevailing wage work as defined by the State of California, Department of Industrial Relations are not required to provide proof of this registration.

- 10. Question:** What are the costs of the annual software updates/upgrades and licenses, and are they to be included in the bid price? Has this sum already been paid for 2020, and will it be payable within the term of the annual contract?

Response: All software and software updates will be purchased and paid for by Public Works. Additionally, all licenses will be maintained by Public Works. Programming work related to software updates requested of the contractor will be covered under Task 3.

- 11. Question:** What is the anticipated date of approval for the contract? What is the anticipated start date of inspections?

Response: Final execution of this contract is estimated for Fall 2020. Once awarded, inspections are generally conducted outside of storm season (October 15 through April 15). However, scheduling of inspections are at the discretion of the Contract Manager and subject to change based on operational needs.

- 12. Question:** Are there any known problems or deficiencies that LADPW would like to prioritize, and have the inspections commence at those locations?

Response: Scheduling of work to be performed is undetermined at this time and will be discussed with the contractor and Contract Manager upon award and execution of the contract.

- 13. Question:** Are there any known maintenance items to be addressed urgently?

Response: Please see response to Question 12.

- 14. Question:** Must all the inspections be performed before any maintenance work is performed or would LADPW prefer the successful bidder to perform more urgent maintenance work prior to completion of all inspections and inspection report?

Response: Please see response to Question 12.

- 15. Question:** There is a section "Additional Services," are there any additional services required at this time, or known possible during the next year? If so, can LADPW elaborate?

Response: Please see response to Question 12.

- 16. Question:** Some of the inspection items, such as the emergency deflation system test require water, as does flushing the stilling wells. Is it possible, with the County's agreement, to schedule such work when there is a small amount of water impounded by the dam, such as several inches deep?

Response: No. There is no guarantee that water will be available to impound behind the dam during inspections. Also, there are methods to test the emergency deflation system without impounded water behind the dam. Further, scheduling of any work is subject to change based on operational needs.

- 17. Question:** An SME, Disadvantaged, Disabled Veteran and Indigenous registered company, is eligible for up to 15% pricing benefit. If an SME is working with other companies on a contract, does the 15% premium apply to the entire contract value, or just to the portion of the overall work that the SME will be doing? How is that tracked accurately?

Response: Price preferences are not applicable to actual amounts billed for any work performed. The County's three preference programs: Local Small Business Enterprise, Disabled Veteran Business Enterprise, or Social Enterprise apply only to the prime contractor. Further, this preference is only used for scoring purposes during the evaluation of the proposal's pricing as stated in page 1.32 of the RFP. The preference is not applicable for any subcontractors. Please refer to pages 1.6 through 1.8 of Part I, Section L, County's Preference Programs.

- 18. Question:** Please clarify if a markup applies to subcontracted work and what the markup is. Unit prices for labor will be submitted on form PW 2.1, will these unit prices only apply to the prime contractor and not apply to subcontractors?

Response: Please refer to Section A of this Addendum.

- 19. Question:** Please clarify if travel between sites during inspections and/or maintenance during the regular 8 hour work day is considered "travel" and whether this time is billable or overhead.

Response: Please see response to Question 1.

- 20. Question:** Is the County requiring a "project safety plan" as a deliverable? Please clarify whether time spent preparing the project safety plan is billable or overhead.

Response: No. There is no contract deliverable defined as a project safety plan; however, the contractor is responsible for several Special Safety Requirements as outlined in Exhibit A, Section K, Items 1-10 on pages A.18

through A.19. Additionally, the contractor must assign a Project Safety Official as defined in Exhibit A, Scope of Work, Section N on page A.21. Costs associated with providing this plan to the County may be associated with the Proposer's administrative overhead and should be incorporated into the pricing provided on the Schedule of Prices, Form PW-2.1.

21. Question: Please specify what type of protection against vandalism, accidental and malicious damage is the contractor expected to provide for County/DPW facilities during nonworking hours?

Response: The contractor shall report to the Contract Manager any observed vandalism or damages to the facilities. The contractor is not responsible for any third-party vandalism or damage to the facilities.

If you have any questions concerning the information provided above, please contact Messrs. Danny Medina at (626) 458-4080, dmedina@pw.lacounty.gov, or David Pang at (626) 458-7167, dpang@pw.lacounty.gov, Monday through Thursday, 7 a.m. to 5:30 p.m.

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Very truly yours,

MARK PESTRELLA
Director of Public Works



for: JOSE QUEVEDO
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