



Alameda County Mosquito Abatement District

Project No. 23-01

CONSTRUCTION OF A NEW UTILITY BUILDING

RFQ/P for CONSTRUCTION SERVICES

ADDENDUM NO. 1

October 23, 2023

Owner: Alameda County Mosquito Abatement District
23187 Connecticut Street
Hayward, CA 94545

Architect: Element One Architecture
23990 Clawiter Rd.
Hayward, CA 94545

Project Manager: Capital Program Management, Inc.
1851 Heritage Lane, Suite 210
Sacramento, CA 95815

This Addendum has been prepared to clarify, modify, delete, or add to the drawings and specifications for the above-referenced project, and revisions to items listed here shall supersede the description thereof prior to the above-stated date. All conditions not explicitly referenced here shall remain the same.

Acknowledge receipt of this addendum by inserting its number and date in the proposal documents. Failure to do so may subject the Proposer to disqualification.

All addenda items refer to the plans and specifications unless expressly noted otherwise.

TOTAL PAGES IN THIS ADDENDUM (including attachments): 14 pages

Alameda County Mosquito Abatement District

Project No. 23-01 CONSTRUCTION OF A NEW STORAGE BUILDING

RFQ/P for CONSTRUCTION SERVICES

ADDENDUM NO. 1

PART A – Proposal Requirements

- 1.1 The date to receive responses has not changed.
- 1.2 **INSERT** Attachment 1.1 (BID FORM) of this addendum and include it with your proposal. The BID FORM does not count toward your total pages.
- 1.3 **INSERT** Attachment 1.2 (SUB-CONTRACTOR LISTING) of this addendum and include it with your proposal. The SUB-CONTRACTOR LISTING does not count toward your total pages.
- 1.4 **INSERT (IF USED)** Attachment 1.3 (SUBSTITUTION REQUEST) of this addendum and include it with your proposal. If submitted, a SUBSTITUTION REQUEST and its supporting documents do not count toward your total pages.

PART B - TECHNICAL REQUIREMENTS

Not Applicable

PART C – DRAWINGS

Not Applicable

PART D – RESPONSES TO CONTRACTOR QUESTIONS

Q: Is there a bid bond required for this project?

A: Yes. 10%

Q: Is there a Bid Form for the Proposal?

A: Yes. It is included in this addendum as Attachment 1.1.

Q: Do we (GC) need to include a Special Inspection in our Proposal?

A: No. ACMAD will hire a firm for Special Inspections and Testing and coordinate SI&T with the GC after the Contract Award.

Q: Will there be any permit fees for us (GC) to pay?

A: No. ACMAD has already paid for the permits.

Alameda County Mosquito Abatement District

Project No. 23-01 CONSTRUCTION OF A NEW STORAGE BUILDING

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ADDENDUM NO. 1

Q: Please advise; Sheet A0 calls for Non-Insulated Doors, and Sheet A4.1 calls for Insulated.

A: Overhead Coiling Doors are to be INSULATED as shown on A4.1. Correct the note on A0 accordingly.

Q: Is there any information we need to gather from the subs regarding an NDA to include our proposal?

A: No.

Q: Will the county take an equal to the Coiling Doors?

A: Substitutions may be recommended as a component of your proposal. Substitution requests must be made according to "Attachment 1.3 – SUBSTITUTION REQUEST AT BID TIME" of this addendum. Substitution requests that are incomplete or do not provide adequate documentation to confirm their quality will not be accepted.

Q: What is the painting scope for the exterior except for the door, downspout, and metal trim?

A: Match the adjacent building finish. ACMAD will provide color codes to the selected contractor. Paints to be used are;
12410A-121, ACRY-SHIELD FLAT (metals)
295-100, KEL-BOND UNIVERSAL (CMU)

Q: Please confirm the steel finish.

A: Sheet SC – 1.2; Structural Steel Notes; Note 3 – "All exposed steel to be painted with zinc-rich paint. See Arch. Dwgs for finish coating requirements."
Sheet A0 – Outline Specs; Division 9 – Finishes; 1. Paint – "Prep as required. 2 Coats, Typ. Color per owner, or match adjacent surface."

Proposals shall include a steel coating that complies with these requirements. The proposer may recommend a material installed in the field or utilize a coating provided by the vendor that satisfies the requirements.

Q: Are steel specs available for this project?

A: Sheet SC – 1.2; Structural Steel Notes; Note 1. a-f

Q: Special Inspections by owner?

A: Yes. See Q#3

Alameda County Mosquito Abatement District

Project No. 23-01 CONSTRUCTION OF A NEW STORAGE BUILDING

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ADDENDUM NO. 1

- Q:** Please confirm there is no Solar scope at this time.
- A:** There is no solar scope included in this project. Only the electrical work is shown on the drawings.
- Q:** Note 401 on sheet A4.1 refers to the block wall and slope of 2% to the floor drains. Please confirm that the slope refers to the concrete slab, not the block wall.
- A:** Correct. The slab floor is sloped 2% to drain. There is no slope on the wall.
- Q:** Does this project have any of the following?
- A:** Orientation – Dependent on General Contractor’s company policy.
Drug Testing – Not required by the owner, up to General Contractor.
Textura Cost – No.
Local Hire – Not required.
Clean Up – Yes, and as required by the General Contractor.
Click Safety – Not required by the owner, dependent on the GC safety plan.
OCIP/CCIP – No.
Additional Insured – No.
Bonding – Yes.
Certified Payroll – Yes.
Parking – Parking is available at the job site and will be controlled by mutual agreement between the General Contractor and the Owner.
Project Start Date for CMU Masonry – Determined by the General Contractor.
Mobilizations – Determined by the General Contractor.
- Q:** Reference drawing MP2.0 – the new floor drains and floor sinks do not show trap primers, trap primer piping, or separate vents for each floor drain and sink.
- A:** The design is based on a combination waste and vent system, oversizing the main sewer line to decrease the number of underground wet vents. Some jurisdictions do not allow wet venting.
- Q:** If trap primers are needed, provide the location and specification for the trap primer(s).
- A:** No trap primers are required.
- Q:** What is the NEMA rating of New Panel “G”?
- A:** NEMA Class 1

Alameda County Mosquito Abatement District

Project No. 23-01 CONSTRUCTION OF A NEW STORAGE BUILDING

RFQ/P for CONSTRUCTION SERVICES

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Q: Does the surface-mounted conduit within the building have to be a Rigid Metal Conduit?

A: Yes. All exposed raceways shall be rigid metal conduit.

List of Attachments

- 1.5** BID FORM (5 pages)
- 1.6** SUB-CONTRACTOR LISTING (2 pages)
- 1.7** REQUEST FOR SUBSTITUTION AT BID TIME (2 pages)

End of Addendum

BID FORM

FOR

**NEW UTILITY BUILDING
AT ALAMEDA COUNTY MAD**

Project No. 23-01

FOR

Alameda County Mosquito Abatement District

CONTRACTOR
NAME:

ADDRESS:

TELEPHONE:

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FAX:

()

EMAIL

TO: Alameda County Mosquito Abatement District, acting by and through its Governing Board, herein called "District".

1. Pursuant to and in compliance with your Notice Inviting Bids and other documents relating thereto, the undersigned bidder, having familiarized himself with the terms of the Contract, the local conditions affecting the performance of the Contract, the cost of the work at the place where the work is to be done, with the Drawings and Specifications, and other Contract Documents, hereby proposes and agrees to perform within the time stipulated, the Contract, including all of its component parts, and everything required to be performed, including its acceptance by the District, and to provide and furnish any and all labor, materials, tools, expendable equipment, and utility and transportation services necessary to perform the Contract and complete all of the Work in a workmanlike manner required in connection with the construction of:

BID NO. 23-01

NEW UTILITY BUILDING

in the District described above, all in strict conformance with the drawings and other Contract Documents on file at the Business Services Office of said District for amounts set forth herein.

2. BIDDER ACKNOWLEDGES THE FOLLOWING ADDENDUM:

Number Number Number Number Number Number Number Number

Acknowledge the inclusion of all addenda issued prior to bid in the blanks provided above. Your failure to do so may render your bid non-responsive.

3. BASE BID:

TOTAL CASH PURCHASE PRICE IN WORDS & NUMBERS:

_____ DOLLARS \$ _____

4. ALLOWANCES: The Bidder's Base Bid shall **NOT** include the following potential Allowance(s). The District will add some or all of the following Allowance(s) amount(s) to the successful bidder's Contract, at the District's discretion. Contractor shall be permitted to invoice for Work under an Allowance in the identical structure as a Change Order.

Allowance #1: Allowance for unforeseen conditions	\$50,000
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5. TIME FOR COMPLETION: The District may give a notice to proceed within ninety-five (95) days of the award of the bid by the District. Once the Contractor has received the notice to proceed, the Contractor shall complete the work in the time specified in the Agreement. By submitting this bid, Contractor has thoroughly studied this Project and agrees that the Contract Time for this Project is adequate for the timely and proper completion of the Project. Further,

Contractor has included in the analysis of the time required for this Project, Rain Days, Governmental Delays, and the requisite time to complete Punch List.

In the event that the District desires to postpone giving the notice to proceed beyond this ninety (90) day period, it is expressly understood that with reasonable notice to the Contractor, giving the notice to proceed may be postponed by the District. It is further expressly understood by the Contractor, that the Contractor shall not be entitled to any claim of additional compensation as a result of the postponement of giving the notice to proceed.

If the Contractor believes that a postponement will cause a hardship to it, the Contractor may terminate the contract with written notice to the District within ten (10) days after receipt by the Contractor of the District's notice of postponement. Should the Contractor terminate the Contract as a result of a notice of postponement, the District shall have the authority to award the Contract to the next lowest responsible bidder, if applicable.

It is understood that the District reserves the right to reject any or all bids and/or waive any irregularities or informalities in this bid or in the bid process. The Contractor understands that it may not withdraw this bid for a period of ninety (90) days after the date set for the opening of bids.

6. Attached is bid security in the amount of not less than ten percent (10%) of the bid:

Bid bond (10% of the Bid), certified check, or cashier's check (circle one)

7. The required Non-Collusion Declaration is attached hereto.

8. The Substitution Request Form, if applicable, is attached hereto.

9. It is understood and agreed that if written notice of the acceptance of this bid is mailed, telegraphed, or delivered to the undersigned after the opening of the bid, and within the time this bid is required to remain open, or at any time thereafter before this bid is withdrawn, the undersigned will execute and deliver to the District a Contract in the form attached hereto in accordance with the bid as accepted, and that he or she will also furnish and deliver to the District the Performance Bond and Payment Bond, all within five (5) calendar days after award of Contract, and that the work under the Contract shall be commenced by the undersigned bidder, if awarded the Contract, by the start date provided in the District's Notice to Proceed, and shall be completed by the Contractor in the time specified in the Contract Documents.

10. The names of all persons interested in the foregoing proposal as principals are as follows:

(IMPORTANT NOTICE: If bidder or other interested person is a corporation, state the legal name of such corporation, as well as the names of the president, secretary, treasurer, and manager thereof; if a co-

partnership, state the true names of the firm, as well as the names of all individual co-partners comprising the firm; if bidder or other interested person is an individual, state the first and last names in full.)

11. PROTEST PROCEDURES. If there is a bid protest, the grounds shall be submitted as set forth in the Instructions to Bidders.

12. The undersigned bidder shall be licensed and shall provide the following California Contractor's license information:

License Number: _____

License Expiration Date: _____

Name on License: _____

Class of License: _____

DIR Registration Number: _____

If the bidder is a joint venture, each member of the joint venture must include the above information.

13. Time is of the essence regarding this Contract, therefore, in the event the bidder to whom the Contract is awarded fails or refuses to post the required bonds and return executed copies of the Agreement form within five (5) calendar days from the date of receiving the Notice of Award, the District may declare the bidder's bid deposit or bond forfeited as damages.

14. The bidder declares that he/she has carefully examined the location of the proposed Project, that he/she has examined the Contract Documents, including the Plans, General Conditions, Supplemental Conditions, Addenda, and Specifications, all others documents and requirements that are attached to and/or contained in the Project Manual, all other documents issued to bidders and read the accompanying instructions to bidders, and hereby proposes and agrees, if this proposal is accepted, to furnish all materials and do all work required to complete the said work in accordance with the Contract Documents, in the time and manner therein prescribed for the unit cost and lump sum amounts set forth in this Bid Form.

15. DEBARMENT. In addition to seeking remedies for False Claims under Government Code section 12650 et seq. and Penal Code section 72, the District may debar a Contractor if the Board, or the Board may designate a hearing officer who, in his or her discretion, finds the Contractor has done any of the following:

- a. Intentionally or with reckless disregard, violated any term of a contract with the District;
- b. Committed an act or omission which reflects on the Contractor's quality, fitness or capacity to perform work for the District;
- c. Committed an act or offense which indicates a lack of business integrity or business honesty; or

d. Made or submitted a false claim against the District or any other public entity. (See Government Code section 12650, et seq., and Penal Code section 72)

16. DESIGNATION OF SUBCONTRACTORS. In compliance with the Subletting and Subcontracting Fair Practices Act (California Public Contract Code section 4100 et seq.) and any amendments thereof, each bidder shall list subcontractors on the District's form Subcontractor list. This subcontractor list shall be submitted with the bid and is a required form

I agree to receive service of notices at the e-mail address listed below.

I the below-indicated bidder, declare under penalty of perjury that the information provided and representations made in this bid are true and correct.

Proper Name of Company

Name of Bidder Representative

Street Address

City, State, and Zip

()
Phone Number

()
Fax Number

E-Mail

By: _____ Date: _____
Signature of Bidder Representative

NOTE: If bidder is a corporation, the legal name of the corporation shall be set forth above together with the signature of authorized officers or agents and the document shall bear the corporate seal; if bidder is a partnership, the true name of the firm shall be set forth above, together with the signature of the partner or partners authorized to sign contracts on behalf of the partnership; and if bidder is an individual, his signature shall be placed above.

All signatures must be made in permanent blue ink.

Scope of Work	Name of Subcontractor	Location & Place of Business	License Type and Number	DIR Registration Number	<i>E-Mail & Telephone*</i>

* This information must be provided at the time of submission of bid or must be provided within 24 hours after the time set for the opening of bids. Bidders who choose to provide this information within 24 hours after the time set for the opening of bids are solely responsible to ensure the District receives this information in a timely manner. The District is not responsible for any problems or delays associated with emails, faxes, delivery, etc. Absent a verified fax or email receipt date and time by the District, the District's determination of whether the information was received timely shall govern and be determinative. Bidder shall not revise or amend any other information in this form submitted at the time of bid. The information submitted at the time of bid shall govern over any conflicts, discrepancies, ambiguities or other differences in any subsequent Subcontractor Designation Forms submitted by the bidder.

Proper Name of Bidder: _____

Date: _____

Name: _____

Signature of Bidder _____

Representative: _____

Address: _____

Phone: _____

REQUEST FOR SUBSTITUTION AT TIME OF BID

Pursuant to Public Contract Code section 3400, bidder submits the following request to Substitute with the bid that is submitted. I understand that if the request to substitute is not an “or equal” or is denied by District and I answer “no” I will not provide the specified item, then I will be held non-responsive and my bid will be rejected. With this understanding, I hereby request Substitution of the following articles, devices, equipment, products, materials, fixtures, patented processes, forms, methods, or types of construction:

	Specification Section	Specified Item	Requested Substituted Item	Contractor Agrees to Provide Specified Item if request to Substitute is Denied ¹ (circle one)		District Decision (circle one)	
				Yes	No	Grant	Deny
1.				Yes	No	Grant	Deny
2.				Yes	No	Grant	Deny
3.				Yes	No	Grant	Deny
4.				Yes	No	Grant	Deny
5.				Yes	No	Grant	Deny
6.				Yes	No	Grant	Deny
7.				Yes	No	Grant	Deny
8.				Yes	No	Grant	Deny
9.				Yes	No	Grant	Deny
10.				Yes	No	Grant	Deny
11.				Yes	No	Grant	Deny
12.				Yes	No	Grant	Deny

This Request Form must be accompanied by evidence as to whether the proposed Substitution (1) is equal in quality, service, and ability to the Specified Item; (2) will entail no change in detail, construction, and scheduling of related work; (3) will be acceptable in consideration of the required design and artistic

¹ Bidder must state whether bidder will provide the Specified Item in the event the Substitution request is evaluate and denied. If bidder states that bidder will not provide the Specified Item the denial of a request to Substitute shall result in the rejection of the bidder as non-responsive. However, if bidder states that bidder will provide the Specified Item in the event that bidder’s request for Substitution is denied, bidder shall execute the Agreement and provide the Specified Item(s). If bidder refuses to execute the Agreement due to the District’s decision to require the Specified Item(s) at no additional cost, bidder’s Bid Bond shall be forfeited.

effect; (4) will provide no cost disadvantage to the District; (5) will require no excessive or more expensive maintenance, including adequacy and availability of replacement parts; (6) will require no change of the construction schedule or milestones for the Project; and, (7) Contractor agrees to pay for any DSA Fees or other Governmental Plan check costs associated with this Substitution Request. (See General Conditions Section 3.6)

The undersigned states that the following paragraphs are correct:

1. The proposed Substitution does not affect the dimensions shown on the Drawings.
2. The undersigned will pay for changes to the building design, including Architect, engineering, or other consultant design, detailing, DSA plan check or other governmental plan check costs, and construction costs caused by the requested substitution.
3. The proposed substitution will have no adverse effect on other trades, the Contract Time, or specified warranty requirements.
4. Maintenance and service parts will be available locally for the proposed substitution.
5. In order for the Architect to properly review the substitution request, within five (5) days following the opening of bids, the Contractor shall provide samples, test criteria, manufacturer information, and any other documents requested by Architect or Architect's engineers or consultants, including the submissions that would ordinarily be required for Shop Drawings along with a document which provides a side by side comparison of key characteristics and performance criteria (often known as a CSI side by side comparison chart).
6. If Substitution Request is accepted by the District, Contractor is still required to provide a Submittal for the substituted and shall provide required Schedule information (including schedule fragnets, if applicable) for the substituted item. The approval of the Architect, Engineer, or District of the substitution request does not mean that the Contractor is relieved of Contractor's responsibilities for Submittals, Shop Drawings, and schedules if the Contractor is awarded the Project.

Name of Bidder: _____

By: _____

District: _____

By: _____