DATE: October 9, 2020
TO: All Interested Bidders

SUBJECT: Addendum 01
RFI and Additional Documents to be Included to Contract Documents for:
Animal Care – Auto Waterer System Replacement (For Dog Kennels) Project
located at 2510 Clay Bank Road, Fairfield, CA 94533

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

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

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

The Responses made to Written Comments reflect inquiries received as of Thursday, October 8, 2020. In general, the County does not modify inquiries received from Contractors. The inquiries are presented exactly as submitted where possible, with the exception that the County has removed any specific firm or individual name references included in the inquiry.

This ADDENDUM supersedes the original DRAWINGS and SPECIFICATIONS, where it contradicts them; all other conditions remain unchanged.

The bid date remains the same; bids are due by 2:00 PM local time, October 15, 2020, at the Solano County General Services Department, Capital Projects Management Division, 675 Texas Street, Suite 2500, Fairfield, California 94533.

Acknowledgment of receipt of this ADDENDUM is required on the Bid Form.

ADDENDUM NO. 1
Addendum No. 1 is being issued to the Contract Bid Documents for the above referenced project.

PART A – LIST OF QUESTIONS AND ANSWERS of items compiled up to 5:00 P.M. (PST) on Thursday, October 8, 2020; and PART B – COUNTY CLARIFICATIONS/REVISIONS TO SPECIFICATIONS/DRAWINGS
PART A – LIST OF QUESTIONS AND ANSWERS

Inquiry 01
What is the engineer estimate?

Clarification/Response:
The engineer’s estimate is $60,000.

PART B – COUNTY CLARIFICATIONS

Clarification 01
Pre-Bid Sign-In Sheets
See Attachment A for Pre-Bid Sign-In Sheets. The Pre-Bid Conference was not mandatory.

Clarification 02
Revision to the Notice to Bidders
See attached Notice to Bidders, section XIII for bid bond requirements.

Clarification 03
Revision to the Request for Bid
See attached Request for Bid for acknowledgement of Addendum 1 on the bid form.

Clarification 03
Valves
All valves are ¼ turn valves.

Clarification 04
Connect flex hose
Replace flex hose connects to copper pipe (to auto-waterer) with union coupling.

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

- Attachment A – Pre-Bid Sign-In Sheets
- Notice to Bidders
- Request for Quote
Project: Animal Care-Auto-Waterer System Replacement (For Dog Kennels)

Time/Date: 09:00 AM, Wednesday, October 7, 2020
Location: 2510 Clay Banks Road, Fairfield, CA 94533

Mandatory Pre-Bid Meeting Sign-in Sheet, Page 1 of 1

<table>
<thead>
<tr>
<th>Name/Title</th>
<th>Firm/Agency</th>
<th>Address</th>
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<tr>
<td>Antonio Esposito</td>
<td>Gilbane</td>
<td>916-320-2420</td>
<td></td>
<td></td>
<td>a <a href="mailto:esposo@solancountyc.gov">esposo@solancountyc.gov</a></td>
</tr>
<tr>
<td>Sean Halman</td>
<td>ACCO</td>
<td>916-450-0596</td>
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<td></td>
<td><a href="mailto:khill@acco-service.com">khill@acco-service.com</a></td>
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<tr>
<td>Josh Knapp</td>
<td>Hometown Construction</td>
<td>916-316-1627</td>
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<td></td>
<td><a href="mailto:bid4jobs@yahoo.com">bid4jobs@yahoo.com</a></td>
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<tr>
<td>Rick Hartman</td>
<td>RBH Construction Inc</td>
<td>916-835-8642</td>
<td></td>
<td></td>
<td><a href="mailto:rick@rhhconstruction.net">rick@rhhconstruction.net</a></td>
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NOTICE IS GIVEN THAT SOLANO COUNTY, CALIFORNIA, will receive bids for the furnishing of all labor, materials, coordination, transportation, and services necessary for the completion of the:

**Animal Care – Auto-Waterer System Replacement (for Dog Kennels) Project**  
At 2510 Clay Bank Road, Fairfield, CA, 94533

I. General Statement of Work: The Project includes removal of 106 auto-waterers, copper piping, and valves. Replace 85 auto-waterers with new (owner-furnished) and relocate 21 existing auto-waterers. Install new valve and copper piping for each auto-waterer (to be located outside the kennels).

II. Each bid must be in accordance with the bid documents, construction drawings and specifications. Bidders may view copies of the Drawings and Specifications from the Solano County website and any of the following plan rooms, where documents are on file on or about October 2, 2020.


Contractor is responsible for downloading and printing the documents at bidder’s expense either in house or at a reprographics business of their choice.

III. Sealed bid will be accepted until **2:00pm**, local time, **October 15, 2020**, at the Solano County General Services Department, Capital Projects Management Division, 675 Texas Street, Suite 2500, Fairfield, California 94533. Proposals received after 2:00pm will not be considered responsive and will be returned to bidder unopened. Telephone and fax bids will not be accepted.

IV. A pre-bid conference will convene at the Animal Care Facility, 2510 Clay Bank Road, Fairfield, CA, 94533 at **9:00 am local time on October 7, 2020**. All Bidders are not required to attend the pre-bid conference, but it’s highly encouraged.

V. All inquiries regarding the project shall be directed to Solano County using the form provided in the project specifications. Contact person is Tony Esposo, Project Manager, 916-320-2420 (cell phone), [ATEsposo@SolanoCounty.com](mailto:ATEsposo@SolanoCounty.com) (e-mail). Only requests for information received in writing or email by close of business on **October 8, 2020** will be responded to.

VI. Contractor must possess a current A, B, and/or C-36 Contractor’s License from the State of California and the required classification(s) of Contractor’s License at the time the Bid is submitted (per Business and Professions Code §7028.15).

VII. Solano County forms are provided in the specifications and shall be used for all proposals. Bidders shall read and review the bid documents carefully and shall familiarize themselves thoroughly with all requirements.

VIII. Within five (5) calendar days after issuance of the Notice to Proceed, the successful bidder shall be required to furnish a Labor and Materials Payment Bond and Performance Bond in an amount equal to 100% of the Contract amount.

IX. Bids shall not expire for a period of 10 calendar days from the bid date.

X. Wage rates and restrictions on working days and times shall meet all requirements of the Labor Code of the State of California for public contracts. The bidder may contact the Director of the Department of Industrial Relations, phone number (415) 703-4774, to obtain a schedule of the
general prevailing wages applicable to the location and work to be done. The contractor and the contractor's subcontractor are responsible for compliance with the requirements of Section 1777.5 and 1777.6 of the Labor Code of the State of California regarding employment of apprentices.

XI. All Contractors and subcontractors must be registered with the California Department of Industrial Relations (DIR) at the time of bid of this project pursuant to Cal. Labor Code Section 1725.5.

XII. The County will make a bid selection based on lowest, responsible bidder of the Lump Sum Base Bid and who meets the minimum qualifications. If only one bid is received, the County reserves the right to negotiate with the responding contractor. If no bids are received, the County reserves the right to identify interested contractor(s) and negotiate directly without re-bidding. County further reserves the right to reject all bids and cancel the solicitation at their sole discretion.

XIII. A bid bond or certified check in the amount of 10% of the bid is required.
**REQUEST FOR BID**

Solano County
Uniform Construction Cost Accounting Act

**CAPITAL PROJECTS MANAGEMENT**

**DEPARTMENT OF GENERAL SERVICES**

675 TEXAS STREET, SUITE 2500
FAIRFIELD, CA 94533
PHONE: 707-784-7908
FAX: 707-784-7812

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<td>Removal of 106 auto-waterers, copper piping, and valves. Replace 85 auto-waterers with new (owner-furnished) and relocate 21 existing auto-waterers. Install new valve and copper piping for each auto-waterer (to be located outside the kennels).</td>
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**WE QUOTE AS BELOW**

By (signature)  

Official Title:  

Quote No.:  

Quotation Date:  

CA DIR No.:  

(http://www.dir.ca.gov/Public-Works/PublicWorks.html)

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<td>TOTAL QUOTE**:</td>
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* Itemized breakout required.  

**County will make a bid selection based upon amount of total quote from the lowest, responsible bidder.**

Undersigned acknowledges receipt of the following Addendum:  
Addendum 1, dated 10/09/2020
October 9, 2020
Addendum 1

Request for Bid

TERMS AND CONDITIONS

1. PRICES, NOTATIONS, AND MISTAKES. All prices and notations must be in ink or typewritten. Mistakes may be crossed out and corrections typed or printed adjacent to the mistake and initialed in ink by the person who signs bid. Price amounts shall be provided for each of the five items indicated on the Request for Quotation form. In case of conflict, the Total Quote indicated shall govern. Where there is a conflict between words and figures, words will govern. Contractors will not be allowed to alter documents after the deadline for submitting bids.

2. TERMS OF THE OFFER. Solano County’s acceptance of vendor’s offer shall be limited to the terms here unless expressly agreed in writing by Solano County.

3. BIDDER AGREEMENT TO TERMS AND CONDITIONS. Submission of a signed bid will be interpreted to mean bidder has agreed to all the terms and conditions set forth in these pages of this solicitation.

4. COMPLIANCE OR DEVIATION TO SPECIFICATIONS. Bidder agrees that the services offered will meet all the requirements of the specifications in this solicitation unless deviations from them are clearly indicated in the bidder’s response. Bidder may submit an attachment entitled “Exception to Specifications,” which must be signed by bidder’s authorized representative. An explanation must be made for each item to which an exception is taken, giving in detail the extent of the exception and the reason for which it is taken. Bids failing to comply with this requirement will be considered non-responsive. Submittal of brochure or other manufacturer literature is desirable, but shall not be an acceptable substitution for the requirement. The County reserves the right to accept or reject any exception or deviation in whole or part. Any such acceptance, in whole or in part, shall be in the best interest of the County.

5. COMPLIANCE WITH LAWS. All bids shall comply with current federal, state, local and other applicable laws. Wage rates and restrictions on working days and times shall meet all requirements of the Labor Code of the State of California for public contracts. The bidder may contact the Director of the Department of Industrial Relations, phone number (415) 703-4774, to obtain a schedule of the general prevailing wages applicable to the location and work to be done. The contractor and the contractor’s subcontractor are responsible for compliance with the requirements of Section 1777.5 and 1777.6 of the Labor Code of the State of California regarding employment of apprentices.

6. LICENSURE. Contractor must possess a Class A, B, and/or C Contractor’s License from the State of California and the required classification(s) of Contractor’s License at the time the Bid is submitted (per Business and Professions Code §7028.15) in order to perform the work described on the Request for Quotation form.

7. NOMENCLATURES. The terms successful bidder, supplier, vendor, and contractor may be used interchangeably in this solicitation and shall refer exclusively to the person,
company, or corporation with whom the County of Solano enters into a contract as a result of this solicitation.

8. SELL OR ASSIGN. The successful bidder shall not have the right to sell, assign, or transfer, any rights or duties under this contract without the specific written consent of the County of Solano.

9. SEVERABILITY. If any provisions, or portions of any provisions, of this bid are held invalid, illegal, or unenforceable, they shall be severed from the contract and the remaining provisions shall be valid and enforceable.

10. BID PREPARATION. Solano County shall not pay for any information herein requested, or is it liable for any costs incurred by prospective bidders.

11. TAXES, FEDERAL EXCISE. The County of Solano is exempt from federal excise tax.

12. BID WITHDRAWAL

To withdraw a bid, contractor must submit a written request, signed by an authorized representative, to the Bid Coordinator prior to the official deadline / submittal date and time. After withdrawing a previously submitted bid, the contractor may submit another at any time up to the deadline for submittals.

13. CONFLICT OF INTEREST

By submitting a bid, the contractor certifies that no amount shall be paid directly or indirectly to an employee or official of the County of Solano as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Contractor in connection with the procurement under this Request for Bid.

14. NON-DISCRIMINATION

No person shall be excluded from participation in, be denied benefits of, be discriminated against in the admission or access to, or be discriminated against in treatment or employment in the County’s contracted programs or activities on the grounds of disability, age, race, color, religion, sex, national origin, or any other classification protected by federal or California State Constitutional or statutory law; nor shall they be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of contracts with the County or in the employment practices of the County’s contractors. Accordingly, all vendors entering into contracts with the County shall, upon request, be required to show proof of such nondiscrimination and to post in conspicuous places.

15. RIGHT TO REFUSE PERSONNEL

Any personnel involved in this service shall submit to a criminal history screening during the contract period, if directed by the County at Contractor’s sole expense. The County
reserves the right to refuse, at its sole discretion, any subcontractors or any personnel provided by the prime contractor or its subcontractors that fails to submit to screening or for any other reason that is in the best interest of the County.

16. INSURANCE

Coverage: Contractor shall maintain for the duration of the work and warranty period required under the Purchase Order all insurance in the minimum amounts, and with all certificates and endorsements. It is highly recommended that Bidders confer with their respective insurance carriers or brokers to determine in advance of quote submission the availability of the insurance certificates and endorsements required. A bidder, who is awarded a contract and thereafter fails to comply strictly with the insurance requirements, will be deemed to be in default of its obligations.

Minimum Limits of Insurance: Contractor shall maintain limits no less than:

16.1 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 the project/location or the general aggregate limit shall be twice the required occurrence limit.

16.2 Automobile Liability: $1,000,000 combined single limit per accident for bodily injury and property damage, including owned, non-owned, and leased vehicles.


17. PROTESTS

Any actual or prospective bidder or contractor who is aggrieved in connection with the solicitation or award of a contract may protest to the Director of General Services. The protest shall be submitted in writing to the Director of General Services within seven (7) working days after such aggrieved person or company knows or should have known of the facts giving rise thereto. The protesting contractor/vendor shall file a detailed statement specifying the grounds for the protest. The protest letter must be mailed to the Director of General Services, 675 Texas Street, Suite 2500, Fairfield, CA 94533.

18. PERFORMANCE BOND, PAYMENT BOND

The successful bidder shall file with the County, a 100% Performance and Payment Bond, if bid is over $25,000. The Performance and Payment Bonds required by these Terms and Conditions will neither be accepted nor approved by the County unless the bonds are underwritten by a California surety, admitted in accordance with California Code of Civil Procedure section 995.630.
STATUTORY PERFORMANCE BOND
(Amount of this bond must be 100% of the Contract Amount)

KNOW ALL BY THESE PRESENTS:

That, ________________________________ (Hereinafter called the Principal), as Principal and ________________________________, a corporation organized and existing under the laws of the State of ________________, with its principal office in the City of ________________, (hereinafter called the Surety), as Surety, are held and firmly bound unto SOLANO COUNTY, (hereinafter called the obligee) in the amount of ______ Dollars ($_________), for the payment whereof, the said Principal and Surety bind themselves, and their heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered into a certain written Agreement with the Obligee, dated the ___________ day of ________________, 2020, to the, which Agreement is hereby referred to and made a part hereof as fully and to the same extent as if copied at length herein.

NOW, THEREFORE, THE CONDITION OF THE OBLIGATION IS SUCH, that if said Principal shall faithfully perform and fulfill all the undertakings, covenants, terms, and conditions of said Agreement during the original term of the Agreement and any extension thereof, with or without notice to the Surety, and during the life of any guarantee required under the contract, and shall also perform and fulfill all the undertakings, covenants, terms, conditions and agreements of any and all duly authorized extensions or modifications of said contract that may hereafter be made, notice of said extensions or modifications to the Surety being waived; then the above obligation shall be void. Otherwise, said obligation shall remain in full force and effect.

Witness our hands this ___________ day of ________________, 2020.

_________________________________________ Seal
Principal

_________________________________________
By

_________________________________________ Seal
Surety

_________________________________________
By

_________________________________________
Agency of Record

_________________________________________
Agency Address
STATUTORY PAYMENT BOND PURSUANT TO CA Civil Code §§ 9550 through 9566
(Amount of this bond must be 100% of the Contract amount)

KNOW ALL THESE BY THESE PRESENTS:
That, _____________________________(hereinafter called the Principal), as Principal, and _____________________________, a corporation organized and existing under the laws of the State of _____________________________, with its principal office in the City of _____________________________(hereinafter called the Surety), as Surety, are held and firmly bound unto SOLANO COUNTY (hereinafter called the Obligee), in the amount of _______ Dollars ($______)for the payment whereof, the said Principal and Surety bind themselves, and their heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered into a certain written contract with the Obligee, dated the ___ day of ________________, 2020, to the, which contract is referred to and made incorporated as if fully set forth in this Bond.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the said Principal shall promptly pay all moneys due to all persons supplying labor or materials to him or his subcontractors in the prosecution of the work provided for in said contract, then this obligation shall be void, otherwise to remain in full force and effect;

PROVIDED, HOWEVER, that this bond having been required or the said Principal in order to comply with the provisions of California Civil Code, Sections 9550 through 9560, all rights and remedies on this bond shall inure solely to such persons and shall be determined in accordance with the provisions, conditions and limitations of said Statutory Provisions to the same extent as if they were copied at length herein.

The prevailing party in a suit on this bond shall recover as a part of the judgment such reasonable attorney's fees as may be fixed by a judge of the Court.

Witness our hands this __________ day of ____________, 2020.

Principal _____________________________ Seal

By

Surety _____________________________ Seal

By

Agency of Record

Agency Address