



# COUNTY OF ALAMEDA

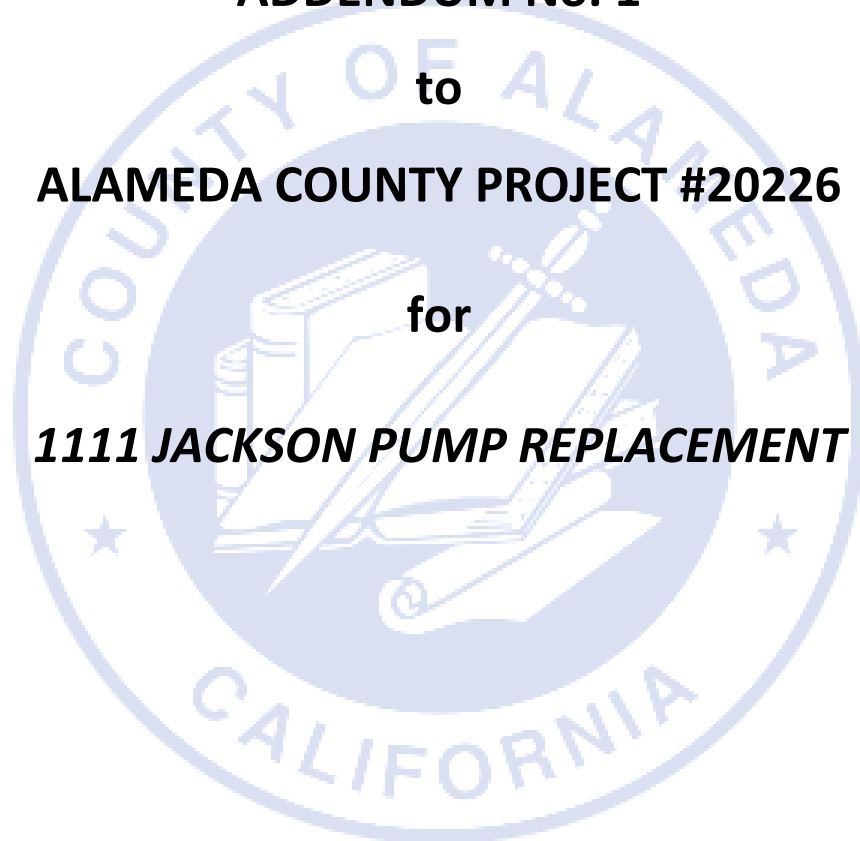
## ADDENDUM No. 1

to

**ALAMEDA COUNTY PROJECT #20226**

for

***1111 JACKSON PUMP REPLACEMENT***



County of Alameda, General Services Agency

Project No. 20226

Addendum No. 1

**TO ALL PROSPECTIVE BIDDERS** for the above project, notice is hereby given that the following changes, modifications, corrections, clarifications, and additions, as herein set forth, shall apply to the specifications herein and shall be made part thereof and subject to all requirements as if originally specified or drawn. **Receipt of this Addendum No. 1 must be acknowledged on the Document 00 41 13 Bid Form, Page 20 of 323.**

Below are the following items issued as part of Addendum No. 1:

ITEM    DESCRIPTION

1.    Modifications to Document 00 01 10 **Table of Contents**, Document 00 11 16 **Notice to Bidders**, and Document 00 21 13 **Instructions to Bidders**.
2.    Added Document 00 43 13 Bid Security Form

**The following Sections have been modified to read as shown below.** Changes made to the original document are in **bold** print and **highlighted**, and deletions made have a ~~strike through~~.

DOCUMENT 00 01 10, **TABLE OF CONTENTS**, Page 3 of 254, is hereby modified as follows:

00 40 00    PROCUREMENT FORMS AND SUPPLEMENTS  
00 41 00    Bid Forms  
    **00 41 13        Bid Form – Stipulated Sum (Single-Prime Contact)**  
00 43 00    Procurement Form Supplements  
    **00 43 13    Bid Security Form**  
    **00 43 36        Designated Subcontractors List**  
00 45 00    Representations and Certifications  
    **00 45 01        Site-Visit Certification**  
    **00 45 13        Non-Collusion Affidavit**  
    **00 45 26        Worker’s Compensation Certification**  
00 45 46    Governmental Certifications  
    **00 45 46.01    Prevailing Wage and Related Labor Requirements**  
            **Certification**  
    **00 45 46.04    Hazardous Materials Certification**  
    **00 45 46.06    Imported Materials Certification**

DOCUMENT 00 11 16, **NOTICE TO BIDDERS**, Page 6 of 254, is hereby modified as follows:

6. **A bid bond by an admitted surety insurer on the form provided by the County, cash, or a cashier's check or a certified check, drawn to the order of the County of Alameda, in the amount of ten percent (10%) of the total bid price, shall accompany the Bid Form, as a guarantee that the Bidder will, within seven (7) calendar days after the date of the Notice of Award, enter into a contract with the County for the performance of the services as stipulated in the bid.**

County of Alameda, General Services Agency

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7. The successful Bidder shall be required to furnish a **100%** ~~50%~~ Performance Bond and a **100%** ~~50%~~ Payment Bond if it is awarded the contract for the Work.

DOCUMENT 00 21 13, **INSTRUCTIONS TO BIDDERS**, Page 10 of 254, is hereby modified as follows:

4. Bidders must supply all information required by each Bid Document. Bids must be completed in full. County reserves the right in its sole discretion to reject any Bid as non-responsive as a result of any error or omission in the Bid. Bidders must complete and submit all of the following documents with Bid Form Document 00 41 13:
- a. **Bid Bond on Bid Security Form Document 00 43 13 or other security**
  - b. Designated Subcontractors List Document 00 43 36
  - c. Site-Visit Certification Document 00 45 01, if a site visit was required
  - d. Non-Collusion Affidavit Document 00 45 13
  - e. Completed Debarment Form, Document 00 52 13.1.
5. **Bidders must submit with their Bids cash, a cashier's check or a certified check payable to County, or a Bid Bond of not less than ten percent (10%) of amount of base Bid, plus all additive alternates. Required form of corporate surety, Bid Security Form, is provided by County and must be used and fully completed by Bidders choosing to provide a Bid Bond as security. The Surety on Bidder's Bid Bond must be an insurer admitted in the State of California and authorized to issue surety bonds in the State of California. Bids submitted without necessary bid security will be deemed non-responsive and will not be considered.**
6. **If Bidder to whom Contract is awarded shall for SEVEN (7) calendar days after the date of the Notice of Award, fail or neglect to enter into Contract and submit required bonds, insurance certificates, and all other required documents, County may deposit Bid Bond, cash, cashier's check, or certified check for collection, and proceeds thereof may be retained by County as liquidated damages for failure of Bidder to enter into Contract, in the sole discretion of County. It is agreed that calculation of damages County may suffer as a result of Bidder's failure to enter into the Contract would be extremely difficult and impractical to determine and that the amount of the Bidder's required bid security shall be the agreed and conclusively presumed amount of damages.**

DOCUMENT 00 43 13

**BID SECURITY FORM**

**(Bid Bond)**

**(Note: If Bidder is providing a bid bond as its bid security, Bidder must use this form, NOT a surety company form.)**

KNOW ALL PERSONS BY THESE PRESENTS:

That the undersigned, as \_\_\_\_\_ as Principal ("Principal"),

and \_\_\_\_\_ as Surety ("Surety"),

a corporation organized and existing under and by virtue of the laws of the State of \_\_\_\_\_ and authorized to do business as a surety in the State of California, are held and firmly bound unto the County of Alameda, State of California as Obligee, in the sum of

\_\_\_\_\_ (\$ \_\_\_\_\_)

lawful money of the United States of America, for the payment of which sum well and truly to be made, we, and each of us, bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that whereas the Principal has submitted a bid to County for all Work specifically described in the accompanying bid;

Now, therefore, if the Principal is awarded the Contract and, within the time and manner required under the Contract Documents, after the prescribed forms are presented to Principal for signature, enters into a written contract, in the prescribed form in accordance with the bid, and files two bonds, one guaranteeing faithful performance and the other guaranteeing payment for labor and materials as required by law, and meets all other conditions to the contract between the Principal and the Obligee becoming effective, or if the Principal shall fully reimburse and save harmless the Obligee from any damage sustained by the Obligee through failure of the Principal to enter into the written contract and to file the required performance and labor and material bonds, and to meet all other conditions to the Contract between the Principal and the Obligee becoming effective, then this obligation shall be null and void; otherwise, it shall be and remain in full force and effect. The full payment of the sum stated above shall be due immediately if Principal fails to execute the Contract within seven (7) days of the date of the County's Notice of Award to Principal.

Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or the call for bids, or to the work to be performed thereunder, or the specifications accompanying the same, shall in any way affect its obligation under this bond, and it does hereby waive notice of any such change, extension of

time, alteration or addition to the terms of the Contract or the call for bids, or to the work, or to the specifications.

In the event suit is brought upon this bond by the Obligee and judgment is recovered, the Surety shall pay all costs incurred by the Obligee in such suit, including a reasonable attorneys' fee to be fixed by the Court.

If the County awards the bid, the security of unsuccessful bidder(s) shall be returned within sixty (60) days from the time the award is made. Unless otherwise required by law, no bidder may withdraw its bid for ninety (90) days after the date of the bid opening.

IN WITNESS WHEREOF, this instrument has been duly executed by the Principal and Surety above named, on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

(Affix Corporate Seal)

\_\_\_\_\_  
Principal

\_\_\_\_\_  
By

(Affix Corporate Seal)

\_\_\_\_\_  
Surety

\_\_\_\_\_  
By

\_\_\_\_\_  
Name of California Agent of Surety

\_\_\_\_\_  
Address of California Agent of Surety

\_\_\_\_\_  
Telephone Number of California Agent of Surety

**Bidder must attach Power of Attorney and Certificate of Authority for Surety and a Notarial Acknowledgment for all Surety's signatures. The California Department of Insurance must authorize the Surety to be an admitted Surety Insurer.**

END OF DOCUMENT