

## ADDENDUM #2



### CONTRA COSTA COMMUNITY COLLEGE DISTRICT

#### L-1232 VARIOUS AC SPLIT SYSTEM REPLACEMENT

Los Medanos College  
2700 E Leland Rd, Pittsburg, CA 94565

**Date: March 20, 2024**

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#### NOTICE TO ALL CONTRACTORS

You are hereby notified of the following changes, clarifications and/or modifications to the original Contract Documents, Project Manual, Drawings, Specifications and/or previous Addenda. This Addendum shall supersede the original Contract Documents and previous Addenda wherein it contradicts the same, and shall take precedence over anything to the contrary therein. All other conditions remain unchanged.

This Addendum forms a part of the Contract Documents and modifies the original Contract Documents dated **February 22, 2024**. Acknowledge receipt of this Addendum in space provided on the Bid Proposal Form. Failure to acknowledge may subject Bidder to disqualification.

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#### A. DELETIONS, ADDITIONS, CHANGES, REVISIONS

Item:

**1. ADD: SECTION 00200 INSTRUCTIONS TO BIDDERS**

B. If you have any questions regarding this Addendum, please contact:

**Mr. Ben Cayabyab, Contracts Manager**  
**Contra Costa Community College District**  
**500 Court St., Martinez, CA 94553**  
Email: [bcayabyab@4cd.edu](mailto:bcayabyab@4cd.edu)  
Facsimile: 925-370-7512;

All other terms and conditions of BID are to remain the same.

#### ATTACHMENTS:

**Specification Section 00200 INSTRUCTIONS TO BIDDERS**

**SECTION 00200**  
**INSTRUCTIONS TO BIDDERS**

**1.1 ISSUING OF DOCUMENTS**

Bidding Documents may be examined on the District's Open Solicitations web page, <https://webapps.4cd.edu/apps/purchasingviewbids/default.aspx>.

**1.2 QUALIFICATIONS OF BIDDERS**

- A. Bidders may be required to furnish evidence satisfactory to the District and the Architect that he has sufficient means and has had sufficient experience in the class of work called for to enable him to complete the Contract in a satisfactory manner.
- B. Bidders shall be Contractors properly licensed in accordance with the laws of the State of California. Said license shall be valid throughout the duration of the contract.
- C. The successful Bidder shall furnish satisfactory Certificates of Insurance coverage as specified in the Contract Documents.

**1.3 RECEIPT AND OPENING OF BIDS**

- A. Contra Costa Community College District hereinafter referred to as the District, will receive Bids at the same time and place specified in the Notice inviting Bids.
- B. Complete the Bid Proposal Form included in the Project Manual.
- C. The envelopes containing the Bids shall be sealed, addressed to the District, and designated as "**L-1232 Various A/C Split System Replacement, Contra Costa Community College District**". The envelope shall contain the name and address of the Bidder.
- D. Bids that are mailed shall have the previously described envelope placed inside an envelope addressed to: **CONTRA COSTA COMMUNITY COLLEGE DISTRICT, 500 Court Street, Martinez, CA 94553, ATTENTION: Ben Cayabyab, Contracts Manager**. Bids should be mailed in time to be received prior to the time set forth in the Notice inviting Bids. The District is not responsible for late or lost bids delivered by 3<sup>rd</sup> party carriers.
- E. Bids which are conditional (or which make alterations, omissions, or reservations to the terms of the Bidding Documents) may be rejected as non-responsive.
- F. All monetary figures are required, both in writing and in numerals. In event of conflict between written quotations and numerical quotations, written quotations shall govern.
- G. Type or print all bid data legibly in ink except signatures which shall be in script. Mistakes may be crossed out and corrections inserted, if each is initialed in ink by signer of Bid.
- H. Bidder's business address and signature shall be on the Bid. A Bid by a partnership shall furnish the full names of partners and be signed in the partnership name by one member of the partnership, or by authorized representative, followed by the signature and designation of the person signing. Bids by corporations, with corporate seal affixed, shall be signed with the legal name of the corporation followed by the name of the state of incorporation and by the signature and designation of the person authorized to bind it to the matter. The name of each person signing shall also be typed or printed below the respective signatures. When required by the District,

satisfactory evidence of authority of the office signing on behalf of the corporation shall be furnished.

- I. No Bids will be received after the date and time set forth in the Notice Inviting Bids.

#### **1.4 BID SECURITY**

- A. Submit with the Bid a Bid Security in the amount of 10 percent (10%) of the Bid.
- B. The District reserves the right to forfeit the Bid Bond submitted for failure of the successful bidder to secure Payment & Performance Bonds.

#### **1.5 SURETY BONDS**

- A. The successful Bidder shall furnish a Labor and Material Payment Bond in the amount equal to one hundred percent (100%) of the Contract Price and a faithful Performance Bond in the amount equal to 100 percent (100%) of the Contract Price as security for the successful performance of the work and payment of persons performing labor and furnishing materials. The Bonds shall be executed by a surety company or companies acceptable to the District and authorized to execute such in the State in which the Project is located and shall be furnished within 10 days after Notice of Acceptance of said Bid. Surety shall be made in favor of the District and shall cover the guarantee periods as well as the construction period.

#### **1.6 WITHDRAWAL OR REVISIONS OF BID**

- A. This Bid may be withdrawn or revised prior to the scheduled time for receipt. Bids not withdrawn prior to the scheduled time for receipt may not be withdrawn for a period of 90 days.

#### **1.7 BID PROTESTS**

- A. Inquiries or questions based on alleged patent ambiguity of the plans, specifications or estimate must be communicated as a bidder inquiry prior to bid opening. Any such inquiries or questions, submitted after bid opening, will not be treated as a bid protest.
- B. Bidder may file a protest with the District against the Bid of other Bidder or Bidders ("Bid Protest") subject to the provisions of this Article. The procedures and time limits set forth in this Article are mandatory and are a Bidder's sole and exclusive remedy in protesting other Bidders' bids. Failure to comply with these procedures shall constitute a waiver of any right to pursue a Bid Protest, or to contest the District's award of the contract for the work that is the subject of the Bid, in any legal proceeding before any authority with jurisdiction.
- C. Bid Protests and Responses shall be governed by the following time limitations:
  1. Bidder must deliver any Bid Protest to the District in writing before 2:00PM, five (5) working days after the date of bid opening. The District will reject any Bid Protest not received by the District by this deadline. Bidder must concurrently deliver a copy of its Bid Protest to all Bidders against whose Bids the Bid Protest is directed. The Bidder must include with its Bid Protest written proof to the District's satisfaction that Bidder has delivered a copy of its Bid Protest to the other Bidder whose bid is the subject of the Bid Protest.
  2. A Bidder whose Bid is the subject of a Bid Protest must deliver its written response, if any, ("Response") to the District, before 2:00PM, five (5) working days after the date of bid opening. The District will reject any Response not received by the District by this deadline.
- D. Delivery of Bid Protest or Response:

1. Bidder may deliver a Bid Protest to the District by personal delivery or electronic transmission such as by facsimile. Bidder is solely responsible for ensuring that the District receives any Bid Protest or Response by the deadlines set forth herein.
  2. The District will not consider Bid Protests or Responses by telephone conversation or any other non-written communication.
  3. Bidder shall submit any Bid Protest or Response to: Amy Sterry, Director of Purchasing and Contract Services, Contra Costa Community College District, 500 Court Street, Martinez, CA 94553, Facsimile: 925-370-7512.
- E. Content of Bid Protest:
1. A Bid Protest must state the basis for the protest and provide supporting evidence.
  2. A Bid Protest must refer to the specific portion of the Bid that forms the basis of the protest.
  3. A Bid Protest must include the name, address, and telephone number of the person representing the protesting Bidder.
  4. A Bid Protest must be clearly identified as a Bid Protest.

### **1.8 AWARD AND REJECTION OF BIDS**

- A. In awarding or rejecting Bids, the District reserves the following rights:
1. Identification of successful Bidder will not be determined at time of opening Bids.
  2. To obtain opinion of counsel on legality and sufficiency of bids.
  3. To reject all Bids, to re-bid, or waive irregularities or informalities in a Bid, and to accept or reject alternates.
  4. Request proof that the successful Bidder can provide performance and payment bonds as required.

### **1.9 EXAMINE DOCUMENTS AND VISIT SITE**

- A. Before submitting a Bid, the Bidder shall examine the Bidding Documents, visit the site of the work, attend the required site visit arranged by the District and obtain Certification of Attendance signed by the District, ascertain existing conditions and limitations, including those of labor, and include in the Bid a sum to cover the cost of all items described in the Contract Documents.
- B. No consideration will be granted for alleged misunderstanding of the materials to be furnished or work to be done. The tender of a Bid carries with it the agreement to terms and conditions referred to in the Contract Documents.

### **1.10 DISCREPANCIES, AMBIGUITIES, OR CONFLICTS**

- A. If the Bidder is in doubt as to the true meaning of any part of the Contract Documents; finds discrepancies, errors or omissions therein; or finds variances in any of the Contract Documents with applicable rules, regulations, ordinances and/or laws, a written request for an interpretation or correction thereof must be submitted to the District's Contract Manager. Bidders are solely responsible for submitting to District's Contract Manager such request. Ambiguities or inconsistencies arising as a result of separation of sections or portions of the drawings or specifications by or for subcontractor bidding shall not relieve the Contractor for providing the complete Work without increase to or adjustment in the Contract Price or the Time for performance. Interpretations or corrections of the Contract Documents will be by written addendum issued by the Architect. No person is authorized to render an oral interpretation or

correction of any portion of the Contract Documents to any Bidder, and no Bidder is authorized to rely on any such oral interpretation or correction. Failure to request interpretation or clarification of any portion of the Contract Documents pursuant to the foregoing is a waiver of any discrepancy, defect or conflict therein.

**1.11 ADDENDA**

- A. Cost for work included in any Addenda issued during the time of bidding shall be included in the Bid, and will become a part of the Contract. List Addenda received as indicated on the Bid Form.

**1.12 FORM OF AGREEMENT**

- A. The form of agreement to be used for the Contract is provided by the District and is included in the Project Manual.

**1.13 AWARD OF CONTRACT**

- A. The District will be allowed a period of ninety (90) days after Bid Opening Date for evaluating the Bids.
- B. Bidders of record will be notified of the results of the District's evaluation of bids and Award of Contract, if any.
- C. The contractor shall begin work within ten (10) calendar days of receipt of Notice to Proceed.

**END OF SECTION 00200**