



**COUNTY OF MENDOCINO**  
**Executive Office**  
Facilities & Fleet Division

**CARMEL J. ANGELO**  
**CHIEF EXECUTIVE OFFICER**

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**ADDENDUM #:** 2  
**PROJECT:** 32-18 Ukiah Veterans Hall HVAC Replacement Project  
**DATE:** September 13, 2018  
**ISSUED BY:** Doug Anderson

*The additions, omissions, clarifications, and/or corrections herein shall be made part of the Contract plans and specifications and shall be included in the Scope of Work and proposals to be submitted. This Addendum modifies the original plans and specifications as described below.*

**NEW BID FORMS ARE PROVIDED; See Additional Information Below.**

**INQUIRIES AND CLARIFICATIONS TO PROJECT PLANS AND SPECIFICATIONS**

- 1 Q: Plan note says "Verify sub-panel capacity and reuse if possible" If it is not possible to reuse the panel, will it be a change order?
- A: Delete plan note: "Verify sub-panel capacity and reuse if possible" Replace with the following note: "Provide new circuit breakers and conduit in wall to power new furnace units from subpanel at this location".

**ADDITIONAL INFORMATION**

1. Replace specification sections 00100, Invitation to Bid; 00310; Bid Form; 00430 Subcontractor Listing; and 00500, Agreement for Lump Sum Bid. The sections have been revised to clarify the project title and contract time. The project is "Ukiah Veterans Hall HVAC Replacement Project" and the contract time is forty-five (45) calendar days.

*Bidders are reminded that they shall complete the Addenda Acknowledgement in the Bid Form of their Specification Book (Section 00310-2). Failure to do so may result in disqualification of the submitted bid.*

## SECTION 00100 - INSTRUCTIONS TO BIDDERS

## PART 1 – GENERAL

## 1.1 BIDS RECEIVED

- A. Sealed bids for the Mendocino County bid Number 32-18 for the **Ukiah Veterans Hall – HVAC Replacement** Project will be received at the Facilities and Fleet Division Office, County of Mendocino, 851 Low Gap Road, Ukiah, California, until 2:00 p.m. as determined by the clock on the wall of the Facilities and Fleet Division Office, on Tuesday, September 18, 2018 and then publicly opened and read aloud in the Facilities and Fleet Division Office, County of Mendocino.
- B. Late bids will not be accepted. It is Bidder's responsibility to assure that its bid is delivered and received at the location noted above on or before the date and hour set for the bid opening.

## 1.2 LICENSE REQUIREMENT

- A. The license required for this Project is “B” or C-20 License.
- B. Pursuant to Mendocino County Code Section 6.0 – Business Licenses and Regulations, at time of contract award, the contractor shall supply a copy of their current County of Mendocino business license.

## 1.3 SECURING OF PLANS AND DOCUMENTS

Electronic Plans and Documents may be seen at, or downloaded from the Mendocino County Web Page for Bidding Opportunities – Construction:

<https://www.mendocinocounty.org/government/executive-office/open-rfp-quotes-bids>

## 1.4 BIDS

Bids, to be considered, must be in accordance with the following instructions:

- A. Bids must be submitted on the bid form provided by County, properly and completely filled out with numbers stated both in writing and in figures and with signatures of all persons signing in longhand/cursive.
- B. The completed form shall be without erasures or interlineation and shall not contain recapitulations of the work to be done. Only written proposals will be permitted.
- C. A Bid Bond or Certified Cashier's Check made payable to the County of Mendocino for an amount equal to at least ten percent (10%) of the bid amount shall accompany each bid. Such guaranty to be forfeited should the Bidder to whom the contract is awarded fail to enter into the contract.

## 1.5 PRE-BID CONFERENCE AND SITE ACCESS

- A. **Non-mandatory pre-bid conferences will be held on Wednesday, September 5<sup>th</sup> at 9:00 a.m. and Tuesday September 11, at 9:00 a.m. at the site, 293 Seminary Avenue, Ukiah, California.**
- B. Following the meeting, a site review will be conducted to acquaint Bidders with the Project and conditions at the site.

## 1.6 SUBCONTRACTORS LISTED

- A. In accordance with California Public Contract Code Sections 4100 *et seq.*, inclusive, each bidder shall provide a list of subcontractors (Section 00430), giving the name and location of place of business and contractor's license number of each subcontractor who will perform a portion of the contract work in an amount in excess of one-half of one percent (0.5%) of the total contract price. In each instance, the nature and portion of the work to be subcontracted shall be described.
- B. Failure of Bidder to specify a subcontractor for any portion of the work in an amount in excess of one-half of one percent (0.5%) of the total contract price constitutes an agreement for Bidder to perform that portion of the work itself. After bids are opened, no subcontractor may be designated or substituted except as provided for in Sections 4107 *et seq.* of the Public Contract Code.
- C. All Bidders must supply with their Bids the required information on all subcontractors who will perform any portion of the work including labor, rendering of service or specially fabricating and installing a portion of the Work or improvement according to detailed drawings contained in the plans and specifications, in excess of one-half of one percent (0.5%) of total bid. Violation of this requirement may result in Bid being deemed non-responsive and not being considered.

## 1.7 AWARD OR REJECTION OF BIDS

The contract shall be awarded to the lowest responsible bidder complying with these instructions, provided the bid is deemed reasonable and in the best interest of the County of Mendocino. County reserves the right to reject any and all bids, and to waive any informality on bids received whenever the rejection or waiver is in the best interest of County. The competency and dependability of the bidders will be considered when making the award.

Additive and Deductive Items: Method of Determining Lowest Bid. Pursuant to Public Contract Code section 20103.8, if this bid solicitation includes additive and/or deductive items, the checked [X] method shall be used to determine the lowest bid: *[check one]*

(a) The lowest bid shall be the lowest bid price on the base contract without consideration of the prices on the additive or deductive items.

(b) The lowest bid shall be the lowest total of the bid prices on the base contract and those additive or deductive items that were specifically identified in the bid solicitation or Bid Form as being used for the purpose of determining the lowest bid price.

(c) The lowest bid shall be the lowest total of the bid prices on the base contract and those additive or deductive items taken in order from a specifically identified list of those items that, when in the solicitation, and added to, or subtracted from, the base contract, are less than, or equal to, a funding amount publicly disclosed by the County before the first bid is opened.

(d) The lowest bid shall be determined in a manner that prevents any information that would identify any of the bidders or the proposed Subcontractors or suppliers from being revealed to the public entity before the ranking of all bidders from lowest to highest has been determined.

If no method is checked, sub-paragraph (a) shall be used to determine the lowest bid.

Notwithstanding the method used by the County to determine the lowest responsible bidder, the County retains the right to add to or deduct from the contract any of the additive or deductive items included in the bid solicitation.

The award of the contract, if awarded, is expected to be made within thirty (30) days and in no event later than eighty (80) days after the bid opening. After award, County shall notify the successful Bidder in writing, and forward with the notification original contracts for Bidder's execution. Within eight (8) working days after such notification, the successful Bidder shall return the signed contracts to County, accompanied by all required Surety Bonds, insurance policies and endorsements.

#### 1.8 TIME OF COMPLETION

Bidder agrees to commence work on or before a date to be specified in the written "Notice to Proceed" from County and to fully complete the project within forty-five (45) calendar days from date of the written "Notice to Proceed".

#### 1.9 ADDENDUM

Any addendum issued during the time of bidding and before bid opening shall be included in the bid. The addendum issued by County shall become part of the agreement. **Questions to be considered for inclusion in an addendum must be in writing and in the hands of County not less than seven (5) days prior to bid opening date.**

#### 1.10 INTERPRETATION OF DRAWINGS AND DOCUMENTS

Should a Bidder find discrepancies in, or omissions from, the drawings or documents, or should it be in doubt as to their intent, it should at once notify County, which will then send responsive written instructions in the form of addenda to all Bidders. County will not be responsible for any oral instructions. Any verbal conversations with County during the bidding period are not to be construed as instructions. Any changes in the Contract documents will be issued by written addendum only.

#### 1.11 WITHDRAWAL OF BID

Bids may be withdrawn prior to, but not later than, the time of bid opening.

### 1.12 BONDS

The successful Bidder is required to furnish a Labor and Material Payment Bond and a Performance Bond each in the amount equal to one hundred percent (100%) of the contract price. In addition, the successful Bidder is required to furnish a Bid Bond or Certified Cashier's Check made payable to the County of Mendocino for an amount equal to at least ten percent (10%) of the bid amount. Said Bonds shall be obtained from a surety company satisfactory to County.

### 1.13 SUBSTITUTIONS

Any substitution shall be made in accordance with instructions contained in Section 00700 – General Conditions attached hereto. Questions concerning substitutions will not be entertained during the bidding period.

### 1.14 LIQUIDATED DAMAGES

In case of failure on the part of Contractor to complete the work within the time stipulated plus any duly authorized extension of time granted in writing by County, Contractor shall pay to County the sum of \$250.00 per calendar day for each day's delay beyond the time prescribed as liquidated damages, but not as a penalty. The language in the paragraph of the General Conditions entitled "Time of Completion and Liquidated Damages" is incorporated herein.

### 1.15 BIDDER'S QUALIFICATIONS

- A. All Bidders, Contractors and Subcontractors bidding under joint venture agreements shall be duly licensed as provided for under Sections 7000 *et seq.* of the Business and Professions Code.
- B. A corporation which is awarded the Contract will be required to furnish certification attesting to its corporate existence, as well as evidence that the Officer signing the contract is duly authorized to do so.
- C. Bidders and their subcontractors may be required to furnish evidence satisfactory to County that they have sufficient means and have had experience in the class of work called for to enable them to complete the contract in a satisfactory manner.
- D. No person, firm or corporation shall make or file or be interested in more than one bid for the same work, except insofar as alternate bids may be called for. No person, firm or corporation shall submit a collusive or sham bid or seek directly or indirectly to induce any other bidder to submit a collusive or sham bid or to refrain from submitting a bid or to seek in any way to control or fix the price of the bid or any portion of the bid price in order to secure an advantage against County or any other person interested in the proposed contract. However, a person, firm or corporation submitting a sub-proposal to a bidder or quoting prices on materials to a bidder is not hereby disqualified from submitting sub-proposals or quoting prices to other bidders.

- E. A licensed contractor shall not submit a bid to a public agency unless (1) its contractor's license number appears clearly on the bid, (2) the license expiration date is stated, and (3) the bid contains a statement that the representations made therein are made under penalty of perjury. Any bid not containing this information, or a bid containing information which is subsequently proven false, shall be considered non-responsive and shall be rejected by County.

#### 1.16 EXAMINATION OF SITE AND DOCUMENTS

By submitting a bid, Bidder agrees and warrants that (1) it has examined the site and all documents, drawings and specifications; (2) it is satisfied that the same are adequate to produce the required results; and (3) its bid covers the cost of all items required in the agreement. The work to be performed includes all of the items mentioned in these specifications and/or as shown on the plans and other documents included as a part of the project.

#### 1.17 ENVIRONMENTAL IMPACT REPORT

Bidder agrees to perform its work in conformance with any environmental impact reports that may be applicable to the project.

#### 1.18 AGREEMENT

Contract documents include the Agreement which the successful Bidder, as Contractor, will be required to execute.

#### 1.19 PRE-CONSTRUCTION CONFERENCE

The successful bidder shall be available for a pre-construction conference with County at a mutually convenient time.

#### 1.20 QUALIFICATIONS OF BIDDERS

The work to be performed under this contract is of a very specialized nature. It is the desire of County to secure the best work attainable and to maintain a very critical and condensed schedule. Bidders considered for award will be limited to those firms who can show to the satisfaction of County that they have the facilities and experience necessary to perform the required construction in accordance with specifications proposed for this project. The terms under which bidders will be evaluated and the rules that will be applied are attached to the bid documents herein as Section 00120, "Qualification Application".

END OF SECTION

SECTION 00310 - BID FORM

UKIAH VETERANS HALL  
HVAC REPLACEMENT PROJECT

FOR MENDOCINO COUNTY

TO: Purchasing Agent, Mendocino County

It is understood that this bid is based upon completion of the work within the time of completion requirements contained in the Instructions to Bidders.

It is agreed that this bid may not be withdrawn for a period of eighty (80) days from the opening hereof.

The undersigned has carefully checked all its figures and understands that the County will not be responsible for any error or omissions on the part of the undersigned in making up this bid.

If awarded the Contract, the undersigned agrees to complete the Work forty five days (45) calendar days from the date of Notice to Proceed.

The undersigned, having become completely familiar with all conditions affecting the cost of the work at the place where the work is to be done, and with the drawings, specifications and other contract documents prepared and issued thereof and now on file at the Facilities and Fleet Division Office, hereby proposes and agrees to perform everything required to be performed, and to provide and furnish any and all required labor, materials, equipment, transportation and services necessary to erect and complete in the best workmanlike manner, all as shown and specified.

The following bid amounts are as defined and clarified in the Bids Required portion of these specifications:

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**BASE BID:**

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

**ALTERNATES:**

**Deductive Alternate #1: Delete outdoor AC Compressors as defined in Section 01100 Alternates.**

Deduct \_\_\_\_\_ Dollars (\$ \_\_\_\_\_)

**Deductive Alternate #2: Delete Service Panel Upgrade as defined in Section 01100 Alternates.**

Deduct \_\_\_\_\_ Dollars (\$ \_\_\_\_\_)

**“LOW BID WILL BE DETERMINED BY THE AMOUNT OF THE BASE BID.”**

Name of Organization \_\_\_\_\_

SALES TAX

All bids shall include required California State Sales Tax, cost of all bonds and insurance as required and all other items of expense incidental to the contract. The County of Mendocino is exempt from Federal Excise Tax.

A licensed Contractor shall not submit a bid to a public agency unless its Contractor's License number appears clearly on the bid, the license expiration date is stated, and the bid contains a statement that the representations made therein are made under penalty of perjury. Any bid not containing this information, or a bid containing information which is subsequently proven false, shall be considered nonresponsive and shall be rejected by the public agency.

Name of Organization \_\_\_\_\_

Type of Organization \_\_\_\_\_  
(Corporation, Partnership, etc.)

Address \_\_\_\_\_

Name of State where incorporated \_\_\_\_\_

CONTRACTORS LICENSE NO. \_\_\_\_\_ EXPIRATION DATE \_\_\_\_\_

Contractor has registered with the State of California’s DIR (Department of Industrial Relations) website.

**DIR Registration #:** \_\_\_\_\_

Contractor is currently licensed to do business in the County of Mendocino.

**Mendocino County Business License #:** \_\_\_\_\_

ADDENDA: CONTRACTOR TO ACKNOWLEDGE RECEIPT

I have received the following Addenda pertaining to this project and they have been included as part of my bid.

Numbers: \_\_\_\_\_

The undersigned hereby certifies under penalty of perjury that this bid is genuine and not collusive, that all the information is correct and that he/she has carefully checked all of the above figures and understands that the County will not be responsible for any errors or omissions on the part of the undersigned on making up this bid.

Signature \_\_\_\_\_

Corporate Seal





SECTION 00500 - AGREEMENT FOR LUMP SUM BID

THIS AGREEMENT, made on the \_\_\_\_\_ day of \_\_\_\_\_ in the year \_\_\_\_\_, between the County of Mendocino, hereinafter called COUNTY, and \_\_\_\_\_, hereinafter called CONTRACTOR.

COUNTY and CONTRACTOR, for the consideration described below named, agree as follows:

FIRST: CONTRACTOR shall furnish all labor, materials, equipment, mechanical workmanship, transportation, and services for the installation and completion of the Ukiah Veterans Hall HVAC Replacement Project, in accordance with the contract documents, including the Addenda thereto, all as adopted by COUNTY.

SECOND: The work under this contract described below shall be completed within forty-five (45) calendar days from the date of the "Notice to Proceed".

THIRD: The Contract consists of the following documents, all of which are fully a part hereof as if herein set out in full, whether or not hereto attached:

1. Invitation to Bid
2. Instructions to Bidders
3. Agreement
4. Contractor's Guarantee
5. Close-Out Items including all Warranties
7. Coordination
8. Construction Temporary Facilities
9. Maintenance Materials
10. Drawings & Specifications
11. General and Technical Conditions of the Specifications
12. All modifications thereof incorporated before execution of the Contract

FOURTH: COUNTY shall pay to CONTRACTOR, if CONTRACTOR is successful bidder, as full consideration for the faithful performance of the Contract the sum of:

\_\_\_\_\_ Dollars (\$\_\_\_\_\_).

This sum constitutes the bid for the following project components (referenced hereunder to specifications section). This sum includes the following alternate bids:

\_\_\_\_\_

Payment shall be made each month to CONTRACTOR in accordance with and subject to the provisions embodied in the Documents made a part of this Contract.

**IN WITNESS WHEREOF**

**DEPARTMENT FISCAL REVIEW:**

\_\_\_\_\_  
DEPARTMENT HEAD                      DATE

Budgeted:  Yes    No

Budget Unit: \_\_\_\_\_

Line Item: \_\_\_\_\_

Grant:  Yes    No

Grant No.: \_\_\_\_\_

CARMEL J. ANGELO, Chief Executive Officer

By: \_\_\_\_\_  
PURCHASING AGENT

Date: \_\_\_\_\_

**INSURANCE REVIEW:**

By: \_\_\_\_\_  
Risk Management

Date: \_\_\_\_\_

**EXECUTIVE OFFICE/FISCAL REVIEW:**

By: \_\_\_\_\_  
Deputy CEO

Date: \_\_\_\_\_

**CONTRACTOR/COMPANY NAME**

By: \_\_\_\_\_

Date: \_\_\_\_\_

**NAME AND ADDRESS OF CONTRACTOR:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

By signing above, signatory warrants and represents that he/she executed this Agreement in his/her authorized capacity and that by his/her signature on this Agreement, he/she or the entity upon behalf of which he/she acted, executed this Agreement

**COUNTY COUNSEL REVIEW:**

**APPROVED AS TO FORM:**

KATHARINE L. ELLIOTT,  
County Counsel

By: \_\_\_\_\_  
Deputy

Date: \_\_\_\_\_

**Signatory Authority:** \$0-25,000 Department; **\$25,001- 50,000 Purchasing Agent;** \$50,001+ Board of Supervisors  
**Exception to Bid Process Required/Completed**  \_\_\_\_\_  
**Mendocino County Business License: Valid**   
**Exempt Pursuant to MCC Section:** \_\_\_\_\_