

LOS RIOS COMMUNITY COLLEGE DISTRICT

1919 Spanos Court, Sacramento, CA 95825
Phone (916) 568-3071 FAX (916) 568-3145
Purchasing Department



Sacramento City College American River College Cosumnes River College Folsom Lake College

ADDENDUM NO. 2

ISSUE DATE: January 13, 2017

ARC East Well Pump Station Improvements

LRCCD BID NO. 17008

Issued By:

LOS RIOS COMMUNITY COLLEGE DISTRICT
1919 Spanos Court, Sacramento, CA 95825
Phone (916) 568-3071 Fax (916) 568-3145

This addendum forms a part to the Contract Documents. The addendum items supersede and supplement all portions of the bidding documents and notes with which it conflicts. All workmanship, materials, appliances and equipment which may be included in the following addendum items shall be of the same relative quality as described for similar work set forth in the general or main specifications of which these addendum items shall be considered a part.

This Addendum has been acknowledged in the space provided on the Bid Form and is considered part of the bid documents.

This Addendum consists of 3 pages.

1. ADD "PAGE 14 OF 39" NON-COLLUSION DECLARATION TO DIVISION O (ATTACHED)
2. ADD "PAGE 3 OF 47" "BASIC DEFINITIONS" TO GENERAL CONDITIONS (ATTACHED)

END OF SECTION.

NON-COLLUSION DECLARATION

“NON-COLLUSION DECLARATION TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID”

In accordance with Public Contract Code Section 7106, the bidder shall include with its bid the following declaration signed under penalty of perjury:

“The undersigned declares:

I am the _____ [TITLE] of _____ [BIDDER],
the party making the foregoing bid.

The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or to refrain from bidding. The bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder. All statements contained in the bid are true. The bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on _____ [DATE], at _____ [CITY], _____ [STATE].”

Bidder’s Signature: _____

Bidder’s Name and Title (Print): _____

Date: _____

GENERAL CONDITIONS

1. BASIC DEFINITIONS:

1.1 The term "Architect" means the design professional in responsible charge of the design services, or portion of the design services, in connection with the Project, its representative, officers, and employees. The District may, at any time, without prior notice to or approval by Contractor, replace Architect with a new Architect. Upon Contractor's receipt of notice from District of such replacement, Contractor shall recognize such person or firm as Architect for all purposes under the Contract Documents.

1.2 The term "Change Order" shall refer to a written agreement in the form included in these Contract Documents, signed by the District, Architect, Construction Manager (if any), Deputy Chancellor, Vice Chancellor, Finance and Administration, and Contractor, modifying the Contract.

1.3 The term "Claim" (see Article 27).

1.4 The term "Construction Change Directive" (C.C.D.) shall refer to a written directive, signed by District, directing Contractor to perform and/or omit certain work as specified within the Construction Change Directive. The Contractor shall promptly comply with the Construction Change Directive and promptly perform and/or omit the work specified in the Construction Change Directive.

1.5 The term "Contract" means the Contract Documents.

1.6 The term "Contract Documents" means the documents listed in Article 2, Contract Documents, of these General Conditions, and identified as Contract Documents.

1.7 The term "Contract Sum" means the total compensation specified in the Contract. The Contract Sum may be adjusted by Change Order.

1.8 The term "Contract Time" means the number of days set forth in the Bid Form within which the Contractor must complete all work required by the Contract Documents. The Contract Time may be adjusted by Change Order.

1.9 The term "Contractor" means the person or firm identified as such in the Contract, or its authorized representative.

1.10 The term "Day" means "calendar day" unless otherwise specified.

1.11 The term "DSA" means the State of California, Division of State Architect.

1.12 The term "District," "LRCCD" and/or "Owner" means the Los Rios Community College District, its representatives, construction manager (if any), inspectors, agents, Trustees, officers, and employees.

1.13 The term "Project" means the total of the work and obligations agreed to be performed by Contractor under the Contract.