



CITY OF COSTA MESA

P.O. BOX 12000 77 FAIR DRIVE CALIFORNIA 92628-1200

FROM THE PUBLIC WORKS DEPARTMENT / ENGINEERING DIVISION

DATE: JULY 15, 2026

TO: ALL PROSPECTIVE BIDDERS

SUBJECT: FIRE STATION NO. 2 RECONSTRUCTION, CITY PROJECT NO. 25-15 - ADDENDUM NO. 1

Please forward this addendum to the appropriate individual as soon as possible. The bidder shall individually identify and acknowledge receipt of **ALL** addenda by signing and enclosing each form in his/her bid package submittal. Failure to do so may result in a disqualification of his/her bid. **A COPY WILL NOT BE SENT BY MAIL.**

Received by: _____

Company: _____

All bidders shall register with *PlanetBids* in order to retrieve the addendum. It is the responsibility of each prospective bidder to check *PlanetBids* on a DAILY basis through the close of bids for any applicable addendums or updates.

This addendum, effective on this date, addresses the following items:

BID OPENING DATE: NO CHANGE

BID OPENING TIME: NO CHANGE

BID OPENING PLACE: NO CHANGE

REVISED / ADDED DOCUMENTS ATTACHED:

- Information For Bidders - Revised
- Campaign Contribution Disclosure Form – Added, to be included in bidder's Proposal submission

The contents of this bid addendum shall have precedence over all related provisions within the contract documents. It is the intent of the City of Costa Mesa to clarify the above-referenced items to all bidders. Should it be necessary to request clarification on these matters, please submit your request via PlanetBids.

INFORMATION FOR BIDDERS

1. **PREPARATION OF BID FORM:** The City of Costa Mesa (City) requires that bids be submitted on the proposal available on *PlanetBids* at such time and place as is stated in the Notice Inviting Bids. All information requested in the bid forms must be provided. All bids shall be submitted electronically via the City's public bidding platform, *PlanetBids* **only**. No other form of submittal shall be accepted. It is the sole responsibility of the Bidder to see that his bid is received in proper time. Any bid received after the scheduled closing time for receipt of bids will be **rejected**. Each Bidder is responsible for acknowledging all addenda.
2. **QUALIFICATION OF BIDDERS:** Only Licensed Contractors, authorized to do business under the laws of the State of California and that are able to meet the following criteria will be eligible to submit a bid:
 - A. Contractors bidding to the City shall have a minimum five (5) years continuous experience as prime on projects of comparable quality, size, complexity and type.
 - B. Contractors bidding to the City shall have completed as the prime three (3) projects of comparable quality, size, complexity and type.
 - C. Subcontractors shall meet the above two requirements as it pertains to their Work.
 - D. Within three (3) calendar days of request by City, Contractor shall submit evidence of compliance to the above qualifications and provide a list of all work performed, both complete and incomplete, within the previous five (5) years and include the names and phone numbers of the Clients and Architects involved.
 - E. Before a contract is awarded, the City may at its sole discretion, require from the proposed contractor evidence of their ability to faithfully, capably, and reasonably perform such proposed contract within the Contract Time and for the Contract Amount, and may consider such evidence before making a decision on the award of such proposed contract.
3. **BID SECURITY / BID BOND:** Each bid shall be accompanied by one of the following: cash, cashier's check made payable to the City, a certified check made payable to the City, or a Bidder's Bond executed by an admitted surety insurer, made payable to the City, in an amount not less than 10% of the maximum amount of the bid. This original bid security / bid bond must be physically submitted to the City Clerk's Office *at least one hour prior* to the bid submission deadline. Any and all **late** submittals of the bid security / bid bond **shall** be rejected, and it is the bidder's responsibility, *not* the delivery service, to ensure said bid security / bid bond is delivered timely to the City Clerk's office. The Bidder's Bond shall be signed by both, the Bidder and the Surety; and both signatures shall be notarized. The bid security shall be given as a guarantee that the Bidder, if awarded the work, shall execute the contract in conformity with the Contract Documents and shall provide the surety bond or bonds as specified therein within fourteen (14) calendar days after a written Notice of Intent to Award Contract is deposited in the mail. In the case of refusal or failure to enter into said contract, the check or bond, as the case may be, shall be forfeited to the City.
4. **NONCOLLUSION AFFIDAVIT:** Each bid shall be accompanied by a notarized Noncollusion Affidavit on a form which is included in the Contract Documents.
5. **SIGNATURE:** Via the *PlanetBids* platform, the bid must be *electronically* or *digitally* signed in the name of the Bidder and must be person or persons duly authorized to sign the bid on behalf of the Bidder.
6. **CORRECTIONS:** Any corrections made to the submitted bid must be made electronically

via *PlanetBids*.

7. DELIVERY OF PROPOSAL: Proposals shall be submitted electronically via PlanetBids: <https://www.planetbids.com/portal/portal.cfm?CompanyID=45476>. No other form of submittal shall be accepted by the City.
8. EXAMINATION OF SITE AND CONTRACT DOCUMENTS: Each bidder shall visit the site of the proposed work and fully acquaint himself with the conditions relating to the construction and labor so that he may fully understand the facilities, difficulties, and restrictions attending the execution of the work under the contract. **A mandatory pre-bid job walk is scheduled for 10:00 AM, Thursday, July 23, 2026** at the project site. Bidders shall thoroughly examine and be familiar with the drawings and specifications. The failure or omission of any bidder to receive or examine any contract document, form, instrument, addendum, or other document or to visit the site and acquaint himself with conditions there existing shall in no way relieve any bidder from any obligation with respect to his bid or to the contract. The submission of a bid shall be taken as prima facie evidence of compliance with this section.
9. BID DEPOSIT RETURN: Deposits of three of more low bidders, the number being at the discretion of the City, will be held for sixty (60) calendar days or until posting by the successful bidder of the Bonds and Certificates of Insurance required and return of executed copies of the Agreement, whichever first occurs, at which time the deposits will be returned.
10. TAXES: No mention shall be made in the proposal of Sales Tax, Use Tax or any other tax, as all amounts bid will be deemed and held to include any such taxes which may be applicable.
11. WITHDRAWAL OF BIDS: Any bidder may withdraw his bid either personally, by written request, or by telegraphic request confirmed in the manner specified above at any time prior to the scheduled closing time for receipt of bids.
12. AGREEMENT AND BONDS: The Agreement form, which the successful bidder, as Contractor, will be required to execute, and the forms and amounts of surety bonds and Certificate of Insurance which he will be required to furnish prior to the execution of the Agreement, are included in the Contract Documents and should be carefully examined by the Bidder. The successful Bidder will be required to submit **THREE (3)** executed copies of the Agreement, the Performance Bond, the Payment Bond and the Certificate of Insurance. Payment and performance bonds shall be issued by a surety who is listed in the latest revision of U.S. Department of Treasury Circular 570 and Code of Civil Procedure Section 995.120. The Performance Bond and the Payment Bond shall be signed by both, the Bidder and the Surety; and both signatures shall be notarized.
13. FORFEITURE FOR FAILURE TO POST SECURITY AND EXECUTE AGREEMENT: In the event the Bidder to whom the Notice of Intent to Award Contract is given fails or refuses to post the required bonds and Certificate of Insurance and return executed copies of the Agreement within fourteen (14) calendar days after notification, the City may declare the Bidder's bid deposit or bond forfeited as damages caused by the failure of the bidder to post such security and execute such copies of the Agreement, and may give Notice of Intent to Award Contract to the next lowest responsive and responsible bidder, or may call for new bids.
14. BIDDERS INTERESTED IN MORE THAN ONE BID: No person, firm or corporation shall be allowed to make, or file or be interested in more than one bid for the same work unless alternate bids are specifically called for.

15. INTERPRETATION OF PLANS AND DOCUMENTS: If any Bidder contemplating submitting a bid for the proposed contract is in doubt as to the true meaning of any part of the drawings, specifications, or other Contract Documents, or finds discrepancies in, or omissions from the drawings and specifications, it may submit to the Engineer a written request for an interpretation or correction thereof. The Bidder submitting the Request for Interpretation (RFI) shall be responsible for its prompt delivery and on the form included within this IFB (Page B-6) Any interpretation or correction of the Contract Documents will be made only by addendum duly issued and a copy of such addendum will be published and distributed through the *PlanetBids* dashboard. No person is authorized to make any oral interpretation of any provision in the Contract Documents to any Bidder, and no Bidder is authorized to rely on any such unauthorized oral interpretation.

Work not particularly specified in the specifications or details on the contract drawings but involved in carrying out the intent, the complete and proper execution of the work, is required and shall be performed by the Contractor.

Should it appear that there is a real or apparent discrepancy between different sections of the plans or specifications concerning nature, quality or extent of the Work to be furnished, it shall be assumed that the Contractor has based his bid on the more expensive manner. Final decision shall rest with the City.

16. ADDENDA: The effect of all addenda to the Contract Documents shall be considered in the bid package and said addenda shall be made part of the Contract Documents and shall be returned with the bid package. Failure to submit any such addenda with the bid package may render the bid irregular and result in its rejection by the City.
17. QUESTIONS TO THE ENGINEER: ***Pre-bid questions and requests for interpretation (RFIs) of the bid documents (i.e. Plans, Specifications, Contract Documents, Bid Forms, etc.) shall be submitted no later than 5:00 pm August 6, 2026. Any questions or RFI requests submitted after the advertised date may not receive a response. Substitution proposals will only be considered during the bidding phase.***
18. EQUIVALENT MATERIALS: ***Requests for the use of equivalents to those specified, must be submitted to the City during the bidding phase. All substitution proposal requests shall be submitted to the City for review no later than 5:00 pm August 6, 2026. No substitution proposals will be accepted after the advertised date, and no substitutions will be considered after award. It is the sole responsibility of the successful bidder to prove to the City that a proposed substitute is truly an equivalent to what has been specified.***
19. EVIDENCE OF RESPONSIBILITY: Upon the request of the City, a bidder whose bid is under consideration for the award of the contract shall submit promptly to the City satisfactory evidence showing the Bidder has sufficient financial resources, construction experience, equipment, labor, managerial experience, technical experience, organization, and adequate facilities available for the performance of the contract.
20. LEGAL RESPONSIBILITIES: All proposals must be submitted, filed, made and executed in accordance with State and Federal laws relating to bids for contracts of this nature whether the same or expressly referred to herein or not. Any Bidder submitting a proposal shall by such action thereby agree to each and all of the terms, conditions, provisions and requirements set forth, contemplated and referred to in the Plans, Specifications and other Contract Documents, and to full compliance therewith. Additionally, any Bidder submitting a proposal shall, by such action thereby, agree to pay at least the minimum prevailing per diem wages as provided in Section 1773, et. seq. of the Labor Code for each craft, classification or type of workman required as set forth by the Director of Industrial Relations of the State of California.

21. ANTI-DISCRIMINATION: It is the policy of the City that in connection with all work performed under contracts, there be no discrimination against any prospective or active employee engaged in the work because of race, color, ancestry, national origin, religious creed, sex, age, or marital status. The Contractor agrees to comply with applicable Federal and California laws including, but not limited to, the California Fair Employment Practice Act, beginning with Government Code Section 12900, and Labor Code Section 1735. In addition, the Contractor agrees to require like compliance by any subcontractors employed on the work by him/her.
22. DRUG-FREE WORKPLACE POLICY: Contractor, upon notification of contract award, shall establish a Drug-Free Awareness Program to inform employees of the dangers of drug abuse in the workplace, the penalties that may be imposed upon employees for drug abuse violations occurring in the workplace, and the employee assistance programs available to employees. Each employee engaged in the performance of a City contract must be notified of this Drug-Free Awareness Program, and must abide by its terms. Contractor shall conform to all the requirements of City's Policy No. 100-5. Failure to establish a program, notify employees, or inform the City of a drug-related workplace conviction will constitute a material breach of contract and cause for immediate termination of the contract by the City.
23. BID PROTEST PROCEDURES: Any bid protest must be submitted in writing before 5:00 PM of the 5th business day following bid openings. The initial protest document shall contain a complete statement of the basis for the protest. The protest shall refer to the specific portion of the document which forms the basis for the protest. The protest shall include the name, address and telephone number of the person representing the protesting party. The party filing the protest shall concurrently transmit a copy of the initial protest document and any attached documentation to all other parties with a direct financial interest which may be adversely affected by the outcome of the protest. Such parties shall include all other Bidders or proposers who appear to have a reasonable prospect of receiving an award depending upon the outcome of the protest. Upon receipt of a bid protest, the matter shall be reviewed by the Public Works Director, whose decision shall be final. This procedure supersedes the procedure of appeal outlined in City of Costa Mesa Municipal Code Section 2-303.
24. ASSEMBLY BILL 626: Assembly Bill 626 (AB 626), adds section 9204 to the Public Contract Code creating a claims resolution process applicable to any claim (as defined) by a contractor against a public entity filed in connection with a public works project. Section 9204 applies to public works contracts entered into on and after January 1, 2017. The legislation was supposed to sunset (end) on January 1, 2020, unless extended by subsequent legislation. The summary of Section 9204 is specified as follows:

In the event of any dispute or controversy with the City over any matter whatsoever, the Contractor shall not cause any delay or cessation in or of Work, but shall proceed with the performance of the Work in dispute. The Contractor shall retain any and all rights provided that pertain to the resolution of disputes and protests between the parties. The Disputed Work will be categorized as an “unresolved dispute” and payment, if any, shall be as later determined by agreement or a court of law. The Contractor shall keep accurate, detailed records of all Disputed Work, claims and other disputed matters.

All claims arising out of or related to the Contract Documents or this Project, and the consideration and payment of such claims, are subject to the Government Claims Act (Government Code Section 810 et seq.) with regard to filing claims. All such claims are also subject to the dispute procedures set forth in Public Contract Code Section 9204 and Public Contract Code Section 20104, et seq. (Article 1.5), to the extent each is applicable. This Contract hereby incorporates those provisions as through fully set forth herein. Thus, the Contractor or any Subcontractor must file a claim in accordance with the Government

Claims Act as a prerequisite to filing a construction claim in compliance with Section 9204 and Section 20104 et seq. (if applicable), and must then adhere to Section 20104, et seq. and Section 9204, as applicable, pursuant to the definition of “claim” as individually defined therein.



BIDDER/APPLICANT/CONTRACTOR
CAMPAIGN CONTRIBUTION DISCLOSURE FORM

Proposer/Consultant/Applicant is required to identify any campaign contribution or cumulative contributions greater than \$249 to any city council member in the twelve months prior to submitting an application, proposal, statement of qualifications or bid requiring approval by the City Council.

Date	Name of Donor	Company/Business Affiliation	Name of Recipient	Amount

Except as described above, I/we have not made any campaign contribution in the amount of \$250 or more to any Costa Mesa City Council Member in the twelve months preceding this Application/Proposal.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

 Bidder/Applicant/Proposer

 Date

 Bidder's Initials
 CONTRIBUTION DISCLOSURE