

Solicitation Amendment No. 002

To: Prospective Bidder/Offeror:	Date:
Prospective Proposers	January 3, 2018
Project Title:	Project No.:
Sale of Approximately 0.717 Acres of Land (Delano)	IFB 18-10

The Invitation for Bid (Project IFB No. 18-10) is hereby amended as set forth below:

1. The bid submittal due date has been extended from November 29, 2017 to February 27, 2018 at 2:00 pm (local time).
2. Other changes to IFB 18-10 document are attached below.

Except as set forth in this Amendment No. 0002, all terms and conditions of IFB No. 18-10 remain unchanged and in full force and effect

Company Name (Bidder/Offeror):	
Signed by:	Date:
Name (Type or Print):	Title:

January 3, 2018

IFB 18-10 - Sale of Approximately 0.717 Acres of Land (Delano)

The following of the referenced IFB is hereby replaced in its entirety with the following:

1. Section 3 of the IFB is relabeled "Title Commitment; Survey; Reports" and the following replaces the text in Section 3:

The College has obtained a title commitment for the Property with a GF No. 17000330176 issued on February 3, 2017 and underwritten by Stewart Title Company ("Title Commitment"). HCCS also has a survey of the Property conducted by Weisser Engineering Co, dated in December 7, 2005 ("Survey"). Additionally, the College has obtained an asbestos report and an environmental report relating to the Property (collectively "Reports"). The Title Commitment, Survey, and Reports (collectively "Deliverables") were prepared by third parties and the College does not warrant the contents of such Deliverables but makes them available to interested prospective bidders for information only. The College's Broker will provide a copy of the Deliverables to any prospective buyers upon request. The selected bidder, if any, who is awarded the Purchase and Sale Contract under this IFB ("Buyer") who wishes to obtain an updated Title Commitment, including copies of the documents referenced in Schedule B and Schedule C of the Title Commitment, must do so within five (5) days of the Effective Date (as defined in the Contract) of the Contract and provide a copy to the Seller within such time period. The selected bidder, if any, also may obtain an updated Survey or new survey ("New Survey") of the Property at Buyer's sole expense, and must provide the updated Survey or New Survey to HCCS within five (5) days of the Effective Date of the Contract. HCCS shall have the right to request revisions to and/or object to the updated Survey or the New Survey, including the geometry of the Property. Buyer shall have a right to object to the Title Commitment and Survey as set forth in the Contract. Buyer also may purchase a title policy under the Title Commitment at Buyer's sole expense.

2. The first sentence of Section 5 is deleted and replaced with the following:

The selected bidder, if any, ("Buyer") who is awarded the Contract will be provided with a **thirty (30) day due diligence period**, commencing on the Effective Date (as defined in the Contract) of the Contract, which is the date a countersigned copy of the Contract by HCCS is received by the Title Company ("Inspection Period").

3. In Section 12.3, the word "certified" is to be inserted before each appearance of the word "check."
4. The last sentence in Section 12.3, the last sentence is deleted and replaced with the following:

Both the certified check for the Earnest Money and the certified check for the Independent Consideration are to be made payable to HCCS and should note the IFB number in the memo section or elsewhere on the checks.

The following change is made to Attachment 1, the Bid Response Form:

1. In Sections 5(c) and 5(d), the word "certified" is to be inserted before each appearance of the word "check."

The following changes are made to Attachment 2, the Purchase and Sale Contract:

1. In Section 1.1(a) the word “cashier’s” is to be inserted before each appearance of the word “check.”
2. Section 1.1(o) is deleted and replaced with the following:

“Inspection Period” means the period commencing with the Effective Date and ending at 5:00 p.m. of the day that is thirty (30) thereafter in order to perform the due diligence and inspection described in Article V of the Contract.

3. The following definition is added to Section 1.1:

“Reports” means the asbestos report and environmental report relating to the Property obtained by the Seller and made available to the Buyer prior to the submission of Buyer’s Bid Response.

4. The first sentence of Section 2.3 is deleted and replaced with the following:

BUYER IS NOT RELYING UPON, HAS NOT RELIED UPON, AND WILL NOT RELY UPON, EITHER DIRECTLY OR INDIRECTLY, ANY REPRESENTATION OR WARRANTY OF SELLER, OR ANY INFORMATION OR REPORTS OR OTHER DELIVERABLES MADE AVAILABLE BY SELLER, INCLUDING WITHOUT LIMITATION, THE INVITATION FOR BID, ANY REPORTS, THE TITLE COMMITMENT, THE SURVEY, OR STATEMENTS OF ANY OF SELLER’S AGENTS AND ACKNOWLEDGES THAT NO SUCH REPRESENTATIONS HAVE BEEN MADE AND NO SUCH RELIANCE WILL HAVE BEEN MADE.

5. In Sections 3.2 and 3.3, the word “cashier’s” is inserted before each appearance of the word “check.”

6. The second and third sentences of Section 4.1 are deleted and replaced with the following:

Notwithstanding the foregoing, at its sole cost and expense, within five (5) days of the Effective Date, Buyer may obtain an updated Title Commitment and copies of the documents referenced in Schedule B and Schedule C of the Title Commitment and shall provide a copy to the Seller within such 5-day period. At its sole cost and expense, within five (5) days of the Effective Date, Buyer also may obtain an updated Survey or a new survey (“**New Survey**”).

7. The first sentence of Section 4.2 is deleted and replaced with the following:

Buyer shall have ten (10) days from the Effective Date for review of the Survey or New Survey and the Title Commitment (including the updated Title Commitment and all title documents referred to in Section 4.1, if obtained by the Buyer) (“**Title Objection Period**”) to review such items and to deliver in writing such objections as Buyer may have to anything contained or set forth in the Survey or New Survey or in the Title Commitment (collectively, the “**Title Objections**”).

8. The following is added as the first sentence of Section 5.1:

Buyer acknowledges that prior to submitting a Bid Response for purchase of the Property and execution of this Contract, copies of the Reports were made available to Buyer and Buyer had the opportunity to review such Reports and have them reviewed by Buyer’s consultants.