



**Invitation to Bid For  
General Contractor Construction  
Services**

**Fire Life Safety Building  
Deficiency Corrections, Floors  
1, 2 and 3  
Santa Ana, CA  
Bldg. ID 30-A1**

**Judicial Council of California**

**RFP-FS-2021-22-JP  
Request for Qualifications**

**Issued: May 27, 2022  
Bids Due: June 14, 2022**

**No Later Than 2:00 PM Pacific Time**  
=====

**DOCUMENT 00 01 10**

**TABLE OF CONTENTS - CONTRACT DOCUMENTS**

**PROCUREMENT AND CONTRACTING REQUIREMENTS**

<b>Division 00</b>	<b>Section</b>	<b>Title</b>
	00 01 01	Title Page
	00 01 10	Table of Contents (This Document)
	00 01 15	List of Drawings, Tables and Schedules
	00 11 16	Notice to Bidders / Invitation to Bid
	00 21 13	Instructions to Bidders
	00 31 19	Existing Information and Documentation Regarding Project Site ( <b><u>NOT</u></b> part of the Contract Documents)

**DOCUMENTS THAT BIDDER MUST SUBMIT AS PART OF ITS BID**

00 41 13	Bid Form
00 43 13	Bid Bond (Security)
00 43 36	Designated Subcontractors List
00 43 37	Disabled Veteran Business Enterprise Certification ( <b>Bid Version</b> )
00 43 40	Noncollusion Declaration
00 43 50	Iran Contracting Act Certification
00 43 60	<b>“RESERVED”</b>
00 43 70	<b>“RESERVED”</b>

00 45 00	<b>“RESERVED”</b>
00 45 05	<b>“RESERVED”</b>
00 45 10	Construction Agreement (Design-Bid-Build) Coversheet & Construction Agreement (Design-Bid-Build Agreement)

**THE FOLLOWING DOCUMENTS ARE EXHIBITS TO THE CONSTRUCTION AGREEMENT (DESIGN-BID-BUILD) COVERSHEET & CONSTRUCTION AGREEMENT (DESIGN-BID-BUILD AGREEMENT)**

<b>Exhibit A</b>	Project Description
00 45 30	
<b>Exhibit B</b>	Certifications to be Completed by Contractor
00 45 40	
<b>Exhibit C</b>	<b>“RESERVED”</b>
00 45 50	
<b>Exhibit D</b>	Disabled Veteran Business Enterprise Certification
00 45 55	
<b>Exhibit E</b>	<b>“RESERVED”</b>
00 54 50	
<b>Exhibit F</b>	Escrow Agreement for Security Deposits in Lieu of Retention
00 54 55	
<b>Exhibit G</b>	Storm Water Pollution Prevention Plan ( <b>if applicable</b> )
00 54 70	
<b>Exhibit H</b>	Performance Bond
00 61 14	
<b>Exhibit I</b>	Payment Bond (Contractor’s Labor and Material Bond)
00 61 15	
<b>Exhibit J</b>	Judicial Council Contract Forms
00 63 00	
<b>Exhibit K</b>	Judicial Council Closeout Forms
00 65 00	

<b>Exhibit L</b> 00 65 36	Warranty and Guarantee Form
<b>Exhibit M</b> 00 70 00	General Conditions
<b>Exhibit N</b> 00 71 00	Special Conditions
<b>Exhibit O</b> 00 75 00	“RESERVED”
<b>Exhibit P</b> 00 91 12	OCIP Project Safety Guidance Manual / Insurance Manual
<b>Exhibit Q</b> 00 91 13	Addenda - <b>All addenda issued by Judicial Council become part of the Contract.</b>

<b>Exhibit R</b> 00 91 14	Division 1 Documents
<b>Exhibit S</b> 00 91 15	Division 2 Through Division 49 Documents

***FOR BIDDING, THESE SPECIFICATIONS WILL BE DISTRIBUTED TO PREQUALIFIED BIDDERS THROUGH AN ELECTRONIC FILE TRANSFER PROCESS VIA SHAREPOINT ACCESS. UPON CONTRACT EXECUTION, THEY WILL BE INCLUDED AS EXHIBIT R AND EXHIBIT S.***

**SPECIFICATIONS – GENERAL REQUIREMENTS (DIVISION 01 SPECIFICATIONS)**

**THE DIVISION 01 SPECIFICATIONS ARE ATTACHED AS EXHIBIT R (DOCUMENT 00 91 14) TO THE CONSTRUCTION AGREEMENT (DESIGN-BID-BUILD) COVERSHEET & CONSTRUCTION AGREEMENT (DESIGN-BID-BUILD AGREEMENT) (DOCUMENT 00 45 10).**

<b>Division 01</b>	<b>Section</b>	<b>Title</b>
	01 11 00	Summary of Work
	01 12 10	Contract Forms and Submittals
	01 20 00	Price and Payment Procedures
	01 21 00	Allowances
	01 23 00	Alternates and Unit Pricing
	01 25 10	Product Options and Substitutions
	01 26 00	Contract Modification Procedures
	01 26 10	Requests for Information
	01 31 00	Coordination and Project Meetings
	01 32 16	Construction Schedule - Network Analysis
	01 33 00	Submittals
	01 35 45	“RESERVED”
	01 40 00	Quality Requirements
	01 42 13	Abbreviations and Acronyms
	01 42 16	General Definitions and References
	01 45 29	Testing Laboratory Services
	01 50 00	Temporary Facilities and Controls
	01 52 10	Site Standards
	01 56 39	Temporary Tree and Plant Protection
	01 57 10	Storm Water Pollution Prevention Plan (SWPPP) – Construction
	01 60 00	Materials and Equipment
	01 66 10	Delivery, Storage and Handling
	01 73 00	Execution
	01 73 10	Cutting and Patching
	01 77 00	Contract Closeout and Final Cleaning
	01 78 23	Operation and Maintenance Data
	01 78 36	Warranties
	01 78 39	Record Documents
	01 91 00	Commissioning

**TECHNICAL SPECIFICATIONS (DIVISION 02 THROUGH DIVISION 49 SPECIFICATIONS)**

**THE DIVISION 02 THROUGH DIVISION 49 SPECIFICATIONS ARE ATTACHED AS EXHIBIT S (DOCUMENT 00 91 15) TO THE CONSTRUCTION AGREEMENT (DESIGN-BID-BUILD) COVERSHEET & CONSTRUCTION AGREEMENT (DESIGN-BID-BUILD AGREEMENT) (DOCUMENT 00 45 10).**

Division 02	02 00 00	EXISTING CONDITIONS
Division 03	03 00 00	CONCRETE
Division 04	04 00 00	MASONRY
Division 05	05 00 00	METALS
Division 06	06 00 00	WOOD, PLASTICS, AND COMPOSITES
Division 07	07 00 00	THERMAL AND MOISTURE PROTECTION
Division 08	08 00 00	OPENINGS
Division 09	09 00 00	FINISHES
Division 10	10 00 00	SPECIALTIES
Division 11	11 00 00	“RESERVED”
Division 12	12 00 00	“RESERVED”
Division 13	13 00 00	“RESERVED”
Division 14	14 00 00	“RESERVED”
Division 15	15 00 00	“RESERVED”
Division 16	16 00 00	“RESERVED”
Division 17	17 00 00	“RESERVED”
Division 18	18 00 00	“RESERVED”
Division 19	19 00 00	“RESERVED”
Division 20	20 00 00	“RESERVED”
Division 21	21 00 00	FIRE SUPPRESSION
Division 22	22 00 00	PLUMBING
Division 23	23 00 00	HEATING, VENTILATING, AND AIR CONDITIONING (HVAC)
Division 24	24 00 00	“RESERVED”
Division 25	25 00 00	“RESERVED”
Division 26	26 00 00	ELECTRICAL
Division 27	27 00 00	“RESERVED”
Division 28	28 00 00	ELECTRONIC SAFETY AND SECURITY
Division 29	29 00 00	“RESERVED”
Division 30	30 00 00	“RESERVED”
Division 31	31 00 00	“RESERVED”
Division 32	32 00 00	“RESERVED”
Division 33	33 00 00	“RESERVED”
Division 34	34 00 00	“RESERVED”
Division 35	35 00 00	“RESERVED”
Division 36	36 00 00	“RESERVED”
Division 37	37 00 00	“RESERVED”
Division 38	38 00 00	“RESERVED”
Division 39	39 00 00	“RESERVED”
Division 40	40 00 00	PROCESS INTEGRATION
Division 41	41 00 00	MATERIAL PROCESSING AND HANDLING EQUIPMENT
Division 42	42 00 00	PROCESS HEATING, COOLING, AND DRYING EQUIPMENT
Division 43	43 00 00	PROCESS GAS AND LIQUID HANDLING, PURIFICATION, AND STORAGE EQUIPMENT
Division 44	44 00 00	POLLUTION CONTROL EQUIPMENT
Division 45	45 00 00	INDUSTRY-SPECIFIC MANUFACTURING EQUIPMENT
Division 46	46 00 00	WATER AND WASTEWATER EQUIPMENT
Division 47	47 00 00	“RESERVED”
Division 48	48 00 00	ELECTRICAL POWER GENERATION
Division 49	49 00 00	“RESERVED”

END OF DOCUMENT

**DOCUMENT 00 01 15**

**LIST OF DRAWINGS, TABLES, AND SCHEDULES**

**DRAWINGS**

This is a list of the Drawings prepared by Salas O'Brien for the Project dated February 11, 2022, as later approved by an authority having jurisdiction(s) and as may be amended hereafter, which are incorporated herein by reference as through fully set forth herein.

<u>Sheet number</u>	<u>Description</u>
G-0.0	COVER SHEET
G-0.1	PHASING PLAN
G-0.2	FIRST FLOOR AIR ZONING PLAN
AD-1.1A	FIRST FLOOR REFLECTED CEILING PLAN AREA A- DEMO
A-1.1A	FIRST FLOOR REFLECTED CEILING PLAN AREA A - NEW
AD-1.2A	FIRST FLOOR REFLECTED CEILING PLAN AREA B- DEMO
A-1.2A	FIRST FLOOR REFLECTED CEILING PLAN AREA B - NEW
AD-1.3A	FIRST FLOOR REFLECTED CEILING PLAN AREA C- DEMO
A-1.3A	FIRST FLOOR REFLECTED CEILING PLAN AREA C - NEW
A-5.1	ARCHITECTURAL DETAILS
A-5.2	ARCHITECTURAL DETAILS
A-5.3	ARCHITECTURAL DETAILS

END OF DOCUMENT

**DOCUMENT 00 11 16**

**NOTICE TO BIDDERS / INVITATION TO BID**

1. Notice is hereby given that Judicial Council of California (“Judicial Council”) will receive sealed bids (“Bid(s)”) from contractors intending to submit a Bid (“Bidder(s)”) for the award of a contract (“Contract”) to construct the following project (“Project”):

**Central Justice Center  
Fire Life Safety Building Deficiency Corrections  
Floors 1, 2 and 3  
700 West Civic Center Drive, Santa Ana, CA  
Bldg. ID 30-A1**

2. Judicial Council prequalified Bidders pursuant to a Request for Qualifications to Prequalify General Contractors as Prospective Bidders for the Project, RFP-FS-2021-22-JP (“RFQ”) and notified contractors responding to the RFQ of their prequalification status by posting a list of prequalified contractors (“Prequalified Bidder(s)”) on the Judicial Council’s website (<http://www.courts.ca.gov/rfps.htm>) on **May 25, 2022**. **Only Prequalified Bidders that responded to the RFQ are eligible to submit a Bid for the Project. The Judicial Council is NOT responsible for the failure of any Bidder to ascertain its prequalification status, or if a Bidder erroneously ascertains its prequalification status. Bids submitted for this Project by any contractor other than a Prequalified Bidder will be rejected.**
3. Judicial Council will host an **OPTIONAL** pre-Bid meeting via conference call **June 1, 2022, at 10:00 a.m.** The credentials for the conference call are as follows:

**Call-in Number:** 1-877-820-7831  
**Participant Code:** 109630
4. A **MANDATORY** site visit will be held on **June 2, 2022, at 10:30 a.m.** (“Site Visit”). The responsible Judicial Council Project Manager will contact Prequalified Bidders for further information regarding location and time. All participants will be required to sign in at the Site Visit. The Site Visit is expected to take approximately **two (2)** hours. Failure to attend, or tardy attendance at, the Site Visit will result in Bidder’s Bid being deemed nonresponsive.
5. All communications with, or questions to, Judicial Council in any way concerning the Project, Contract Documents, or Bid, must be in writing and submitted via e-mail to [solicitations@jud.ca.gov](mailto:solicitations@jud.ca.gov). Questions must be received **NO LATER THAN June 7, 2022, at 3:00 p.m.**
6. Judicial Council will reply to questions on or before **June 9, 2022, at 5:00 p.m.** Judicial Council will post responses to questions on Judicial Council’s website ([www.courts.ca.gov](http://www.courts.ca.gov)). **Bidders are solely responsible for accessing the website and reviewing Judicial Council’s responses.**
7. Bidders must submit Bids on or before **12:00 p.m., June 14, 2022**. Bids must be submitted electronically via email to: [RFP-FS-2021-22-JP-Santa-Ana-Submit-Bids@jud.ca.gov](mailto:RFP-FS-2021-22-JP-Santa-Ana-Submit-Bids@jud.ca.gov) (“Online Submittal”). The Judicial Council will award a Contract for the Project to the lowest responsive and responsible Bidder. Any Bid that is submitted to the Online Submittal after this time will be nonresponsive and rejected. Bidders are ultimately responsible for determining whether their Bid was received by Judicial Council. Judicial Council will not be responsible for the Bidder’s failure to properly submit the Bid, or for a Bidder’s failure to ascertain if Judicial Council received the Bid if Bidder did not receive an electronic receipt from the Online Submittal.
8. Judicial Council will open Bids and publicly them read aloud by video conference via Microsoft Teams on **June 14, 2022, at 2:00 p.m.** The credentials for the video conference via Microsoft Teams are as follows:

# Microsoft Teams meeting

Join on your computer or mobile app

[Click here to join the meeting](#)

Join with a video conferencing device

[178332609@teams.bjn.vc](mailto:178332609@teams.bjn.vc)

Video Conference ID: 119 822 739 4

[Alternate VTC instructions](#)

[Learn More](#) | [Meeting options](#)

9. Although this Project is not subject to the Public Contract Code, Judicial Council has elected to apply Public Contract Code section 5100 et seq. to any claim by a Bidder that its Bid contains an error, or request for relief from its Bid, made **after** the time for opening of Bids. Any such claim must be made in compliance that code section. Upon written request, Bidder may withdraw its Bid **prior** to the time for opening of Bids without forfeiting its Bid Security. Any request to withdraw a Bid must be executed by the Bidder or its duly authorized representative. Bidder's withdrawal of its Bid does not prejudice the Bidder's right to submit a new Bid **before** the time of Bid opening.
10. The Project is a fire, life, and safety ("FLS") modernization project of Floors 1 through 3 ("Floors") of the Courthouse. The Project will consist of the abatement of all asbestos containing material ("ACM") on the affected Floors. Additionally, new ceilings and energy efficient LED lighting will be installed on the Floors. The mechanical ductwork and terminal units will be replaced in kind, and integrated into a smoke removal system. The mechanical and electrical work will both require the installation of associated new control units. The coverage of the existing fire sprinkler system will be expanded to cover the entire floor area of the Floors, as opposed to just the path of egress. The fire alarm system for the Floors will also be upgraded. Finally, a new building management system will be installed. The Project will require the selected Contractor to perform calculations and submit submittals to the State Fire Marshal after completion of certain scopes of work. For more information regarding the scope of work on the Project please review the Contract Documents, but specifically:
  - The Project Description (**Exhibit A** (Document 00 45 30) attached to the Construction Agreement (Design-Bid-Build) Coversheet and Construction Agreement (Design-Bid Build) (Document 00 45 10) ("Form of Contract");
  - The General Conditions (**Exhibit M** (Document 00 70 00) ("General Conditions") attached to the Form of Contract;
  - List of Drawings, Tables and Tables (Document 00 01 15), which identifies the applicable Drawings;
  - The Division 1 Documents attached to the Form of Contract (**Exhibit R** (00 91 14)); and
  - Division 2 through Division 49 Documents attached to the Form of Contract (**Exhibit S** (00 91 15)).
11. This Project will be subject to an Owner Controlled Insurance Program consistent with the requirements of the Contract Documents. The Contractor will be required to defend and indemnify the Judicial Council as set forth in the Contract Documents.
12. All Bids must be submitted on the Bid Form (Document 00 41 13) ("Bid Form") provided by Judicial Council herein. Each Bid must conform and be responsive to all pertinent Contract Documents (as defined in General Conditions), including, but not limited to, the Instructions to Bidders (Document 00 21 13) ("Contract Documents"). **Any Bid not submitted on the Bid Form included in the Contract Documents will be rejected.**
13. To bid on this Project, the Bidder must possess one or more of the following State of California Contractor Licenses:

## **B – General Building Contractor**

The Bidder's license(s) must be active and in good standing **at the time of submission of the Bid** and, if awarded the Contract, the required licenses must remain active and in good standing throughout the term of the Contract.

14. A person or entity who has been convicted of violating a state or federal law respecting the employment of undocumented workers within the past **FIVE (5) years** will **NOT** be eligible to submit a Bid, or be awarded a Contract, for the Project.
15. No contractor or subcontractor who is ineligible to bid, work on or be awarded a public works project pursuant to section 1777.1 or 1777.2 of the Labor Code is eligible to bid, be awarded a Contract, or otherwise perform work on the Project.
16. As security for its Bid, Bidder must provide one of the following with its Bid Form (each, "Bid Security"):
  - An electronic bid bond issued by an admitted surety insurer submitted using an electronic registry service approved by Judicial Council;
  - A signed bid bond issued by a California admitted surety insurer received by Judicial Council on the form provided by Judicial Council (Document 00 43 13);
  - Cash; or
  - A cashier's check or a certified check, drawn to the order of Judicial Council.

Any form of Bid Security must be in the amount of ten percent (10%) of the total Bid price, including additive alternatives. The Bid Security is a guarantee that the Bidder will, by the date set forth in the Notice of Award, enter into a Contract with Judicial Council in the form of the Form of Contract for the performance of the work described in the Bid. The successful Bidder will forfeit its Bid Security if Bidder fails to execute the Contract for the Project by the date set forth in the Notice of Award.

17. The successful Bidder will be required to furnish a 100% Performance Bond (in the form attached to the Form of Contract (**Exhibit H** (Document 00 61 14)) and a 100% Payment Bond (in the form attached to the Form of Contract (**Exhibit I** (Document 00 61 15)) if it is awarded a Contract for the Project.
18. The successful Bidder and all subcontractors under Bidder must pay all workers on work performed pursuant to a contract for the Project not less than the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work as determined by the Director of the Department of Industrial Relations, State of California ("DIR"), for the type of work performed and the locality in which the work is to be performed, pursuant to sections 1770 et seq. of the Labor Code. Copies of the general prevailing rates of per diem wages for each craft, classification, or type of worker needed to execute the Contract, as determined by Director of the DIR, are on file at Judicial Council's principal office. Prevailing wage rates are also available from Judicial Council or on the internet at (<http://www.dir.ca.gov>).

The Project is subject to compliance monitoring and enforcement by the DIR. The successful Bidder must post job site notices, as prescribed by regulation. The successful Bidder must comply with all requirements of Labor Code section 1771.4, except the requirements that are exempted by the Labor Commissioner for the Project.

19. All Bidders must comply with the registration and compliance monitoring provisions of Labor Code section 1771.4, including furnishing its certified payroll records ("CPR(s)") to the Labor Commissioner of California and complying with any applicable enforcement by the DIR. Labor Code section 1771.1(a) states the following:

A contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, as defined in this chapter, unless currently registered and qualified to perform public work pursuant to Section 1725.5. It is not a violation of this section for an unregistered contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or by Section 10164 or 20103.5 of the Public Contract Code, provided the contractor is registered to perform public work pursuant to Section 1725.5 at the time the contract is awarded.



20. This Invitation to Bid, as well as Document 00 01 01 through Document 00 45 05, and the Form Contract and all exhibits are available on Judicial Council's website at: <http://www.courts.ca.gov/rfps.htm>. The Judicial Council will share the Drawings and Specifications (as defined in the Contract Documents) directly with Prequalified Bidders through an **Electronic File Transfer Process via Share Point Access**. The Division 1 Documents and Division 2 through Division 49 Documents will be attached as **Exhibit R** (Document 00 91 14) and **Exhibit S** (Document 00 91 15) to the Contract awarded to the successful Bidder.
21. The Judicial Council will award a Contract the lowest responsive and responsible bidder based on the base bid amount only. If the lowest Bidder's Bid is either nonresponsive, or the Bidder refuses or fails to execute the Contract, then Judicial Council, if it determines it is in the best interest of the State of California, may, in its sole and absolute discretion, award the Contract to the second low Bidder. If the second low Bidder's Bid is either non responsive, or the Bidder refuses or fails to execute the Contract, then Judicial Council may award the Contract to the third low Bidder.
22. To the furthest extent permitted by applicable law, the Judicial Council reserves the right to reject any and all Bids and/or waive any irregularity in any Bid received. If Judicial Council awards the Contract, the security of the unsuccessful Bidder(s) will be returned within **NINETY (90)** calendar days from the time the award is made, unless Judicial Council is permitted to foreclose on the Bid security. Unless otherwise required by law, no Bidder may withdraw its Bid for **NINETY (90)** calendar days after the date of the Bid opening, and Bids will remain open for that period.

END OF DOCUMENT

**DOCUMENT 00 21 13**

**INSTRUCTIONS TO BIDDERS**

Bidders must follow the instructions in this Instruction to Bidders, and submit all documents, forms, and information required for the submission and consideration of a Bid.

1. **Contract Documents.** The Invitation to Bid (Document 00 11 16) (“Invitation to Bid”), these Instructions to Bidders, and every document referenced herein and submitted with a Bid, will be read collectively with, and comprise a part of, the “Contract Documents” as defined in the General Conditions (**Exhibit M** (Document 00 70 00) (“General Conditions”) attached to the Construction Agreement (Design-Bid-Build) Coversheet and Construction Agreement (Design-Bid Build) (Document 00 45 10) (“Form of Contract”). Any capitalized term not defined herein shall have the same definition given to it in the Contract Documents, including, without limitation, the General Conditions, and interpreted as set forth based on the order of precedence set forth in the Form of Contract.
2. **Basis of Award.** Judicial Council will evaluate information submitted by the Bidder and award the Contract to the lowest responsive and responsible Bidder based on the Base Bid amount only. If the lowest Bidder’s Bid is either nonresponsive, or the Bidder refuses or fails to execute the Contract, then Judicial Council, if it determines it is in the best interest of the State of California, may, in its sole and absolute discretion, award the Contract to the second low Bidder. If the second low Bidder’s Bid is either nonresponsive, or the Bidder refuses or fails to execute the Contract, then Judicial Council may award the Contract to the third low Bidder. For information related to nonresponsive bids, the rejection of bids, and nonresponsibility, refer to sections 23 and 24 below.
3. **Project.** Bids are requested for the following Project, as further described in the Contract Documents:

**Central Justice Center  
Fire Life Safety Building Deficiency Corrections  
Floors 1, 2 and 3  
700 West Civic Center Drive, Santa Ana, CA Bldg. ID 30-A1**

For more information regarding the scope of Work on the Project please review the Contract Documents, but specifically:

- The Project Description (**Exhibit A** (Document 00 45 30) attached to the Form of Contract;
- The General Conditions;
- List of Drawings, Tables and Tables (Document 00 01 15), which identifies the applicable Drawings
- The Division 1 Documents attached to the Form of Contract (**Exhibit R** (00 91 14)); and
- Division 2 through Division 49 Documents attached to the Form of Contract (**Exhibit S** (00 91 15)).

**NOTE:** This Project will be subject to an Owner Controlled Insurance Program consistent with the requirements of the Contract Documents. Bidder’s Bids must exclude costs for the insurance coverage provided by the Owner Controlled Insurance Program.

4. **Mandatory Prequalification.** Every Bidder is required to have been prequalified with Judicial Council to submit a Bid for this Project during the RFQ process for this Project, as set forth in the Invitation to Bid. **Bids from contractors other than Prequalified Bidders will returned unopened.**
5. **Electronic Bids.**
  - a. Judicial Council will receive Bids **electronically** through the Online Submission. Bidders must submit Bids through the Online Submission on or before **12:00 p.m., June 14, 2022**, via email to <mailto:RFP-FS-2021-22-JP-Santa-Ana-Submit-Bids@jud.ca.gov>. **Bids received after this time will be nonresponsive and rejected.**
  - b. The Bid must be in .pdf format and:

- (1) Be **ONE (1)** file that includes all documents required by these Instruction to Bidders;
  - (2) The **file name** must clearly indicate the content of the .pdf file, and must include in the file's title, at a minimum: (i) Bidder's name; (ii) the Project solicitation number (RFP-FS-2021-2022-JP); and (iii) the date of submission; and
- c. The **subject line** submitted to the Online Submittal must include: (i) the Project solicitation Number (RFP-FS-2021-2022-JP); and (ii) the name of the Bidder
- d. Electronic submission of the Bid through Online Submission may not be instantaneous and it may take time for the Bid to be transmitted to Judicial Council. Bidders are responsible for ensuring that their Bid is timely transmitted and arrives electronically.
6. **Withdrawal of Bids.** Although this Project is not subject to the Public Contract Code, Judicial Council has elected to apply Public Contract Code section 5100 et seq. to any claim by a Bidder that its Bid contains an error, or request for relief from its Bid, made **after** the time for opening of Bids. Any such claim must be made in compliance that code section. Upon written request, Bidder may withdraw its Bid **prior** to the time for opening of Bids without forfeiting its Bid Security. Any request to withdraw a Bid must be executed by the Bidder or its duly authorized representative. Bidder's withdrawal of its Bid does not prejudice the Bidder's right to submit a new Bid **before** the time of Bid opening.
7. **Bid Opening.** Bids will be opened at or after the time indicated in the Invitation for Bids.
8. **Complete Bids.** Bidder must supply all information required by each document identified herein (collectively, "Bid Document(s)"). Bids must be full and complete. Judicial Council reserves the right in its sole discretion to reject any Bid as nonresponsive because of any error or omission in the submitted Bid and/or Bid Documents. Bidder must complete and submit all of the following Bid Documents as its Bid:
- Bid Form (Document 00 41 13)
  - Bid Bond (Document 00 43 13), unless Bidder will use alternative Bid Security
  - Designated Subcontractors List (Document 00 43 36)
  - Disabled Veteran Business Enterprise Certification (**Bid Version**) (Document 00 43 37)
  - Noncollusion Declaration (Document 00 43 40)
  - Iran Contracting Act Certification (Document 00 43 50)
- a. **Use of Required Bid Form and Other Forms.** Bidder must utilize the Bid Form and the above-referenced Judicial Council-provided forms. Bids not submitted on the Bid Form provided by Judicial Council will be deemed nonresponsive and rejected. Additional sheets required to fully respond to requested information are permissible. Bidder must **not** modify the Bid Form or qualify its Bid. Bidder must not submit re-typed, word-process, or otherwise recreated versions of the Bid Form or the above-referenced Judicial Council-provided forms.
- b. **Bid Bond or Other Security.** Bidder must submit its Bid Form with one of the following (each, "Bid Security"):
- (1) An electronic bid bond by an admitted surety insurer submitted using an electronic registry service approved by Judicial Council,
  - (2) A signed bid bond issued by an admitted surety insurer received by Judicial Council on the form provided by Judicial Council (Document 00 43 13) ("Bid Bond"),
  - (3) Cash, or
  - (4) A cashier's check or a certified check, drawn to the order of Judicial Council.

Any form of Bid Security must be in the amount of ten percent (10%) of the total Bid price, including all additive alternates. The required form of Bid Bond is provided by Judicial Council in Document 00 43 13 and must be used and fully completed by Bidders choosing to provide the Bid Bond as security. The Surety

on the Bid Bond must be an insurer admitted and authorized to issue surety bonds in the State of California. Bids submitted without the required Bid Security will be deemed nonresponsive.

- c. **Designated Subcontractors List.** Bidder must submit with its Bid the Designated Subcontractors List (Document 00 43 36) for those subcontractors who will perform any portion of work, including labor, rendering of services, or specially fabricating and installing a portion of the Work or the Project according to detailed drawings contained in the plans and specifications, in excess of one half of one percent (0.5%) of the total Bid. Failure to fully complete and submit this list when required by law and herein will result in a Bid being deemed nonresponsive.
- d. **Disabled Veteran Business Enterprise Certification (Bid Version).** Bidder must submit the Disabled Veteran Business Enterprise Certification (**Bid Version**) (Document 00 43 37) with its Bid. A Bid submitted without the Disabled Veteran Business Enterprise Certification (**Bid Version**) will be deemed nonresponsive.
- e. **Noncollusion Declaration.** Bidder must submit the Noncollusion Declaration (Document 00 43 40) with its Bid. A Bid submitted without the Noncollusion Declaration will be deemed nonresponsive.
- f. **Iran Contracting Act Certification.** Bidder must submit the Iran Contracting Act Certification (Document 00 43 50) with its Bid. A Bid submitted without the Iran Contracting Act Certification will be deemed nonresponsive.

**9. Bidder Requirements.**

- a. Bidder must be licensed with the license classification(s) identified in the Invitation to Bid at the time Bidder submits its Bid. Judicial Council will verify licensure either by confirming the license status with the Contractors State License Board, or by requiring the Bidder to present its pocket license or certificate of licensure and provide a signed statement which swears, under the penalty of perjury, that the pocket license or certificate of licensure presented is current and valid and is in a classification(s) appropriate to perform the Work.
- b. A person or entity who has been convicted of violating a state or federal law respecting the employment of undocumented workers within the past **FIVE (5) years** will not be eligible to submit a Bid or be awarded a contract, for the Project. No contractor or subcontractor who is ineligible to bid or work on or be awarded a public works project pursuant to section 1777.1 or 1777.2 of the Labor Code, is eligible to Bid, be awarded a Contract, or otherwise perform work on the Project.

**10. Erasures.** The Bid must be clearly written without erasure or deletions. Judicial Council reserves the right to reject any Bid containing erasures or deletions.

**11. Prevailing Wages.** The successful Bidder and all Subcontractors under Bidder must pay all workers on Work performed pursuant to the Contract Documents not less than the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work as determined by the Director of the Department of Industrial Relations, State of California (“DIR”), for the type of work performed and the locality in which the work is to be performed, pursuant to sections 1770 et seq. of the Labor Code. Copies of the general prevailing rates of per diem wages for each craft, classification, or type of worker needed to execute the Contract, as determined by Director of the DIR, are on file at Judicial Council’s principal office. Prevailing wage rates are also available from Judicial Council or on the internet at (<http://www.dir.ca.gov>).

The Project is subject to compliance monitoring and enforcement by the DIR. The successful Bidder must post job site notices, as prescribed by regulation. The successful Bidder will comply with all requirements of Labor Code section 1771.4, except the requirements that are exempted by the Labor Commissioner for the Project.

**12. Contractor Registration.** All Bidders must comply with the registration and compliance monitoring provisions of Labor Code section 1771.4, including furnishing its certified payroll records (“CPR(s)”) to the Labor Commissioner of California and complying with any applicable enforcement by the Department of Industrial Relations (“DIR”). Labor Code section 1771.1(a) states the following:

A contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, as defined in this chapter, unless currently registered and qualified to perform public work pursuant to Section 1725.5. It is not a violation of this section for an unregistered contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or by Section 10164 or 20103.5 of the Public Contract Code, provided the contractor is registered to perform public work pursuant to Section 1725.5 at the time the contract is awarded.

13. **DVBE.** Section 999.2 of the Military and Veterans Code and, if applicable, section 10115.12 of the Public Contract Code require Judicial Council to have a participation goal for disabled veteran business enterprises (“DVBE”) of at least three percent (3%) per year of the overall dollar amount expended on construction projects. The Bidder awarded the Contract must submit certification of compliance with the procedures for implementation of DVBE contracting goals with its signed Contract. The Disabled Veteran Business Certification Participation Form (**Exhibit D** (Document 00 45 55)) must be submitted during the Project as indicated in the Contract Documents.
14. **Bidder Diligence.** Submission of a Bid signifies careful examination of the Contract Documents and a complete understanding of the nature, extent, and location of work to be performed. Bidder must complete the tasks listed below, and any other examination requirement in the Contract Documents, as a condition to submitting a Bid. Bidder agrees and expressly represents to Judicial Council by submitting its Bid that Bidder has fully completed **all** the following:
  - a. Bidder has visited the Premises and Site, if required, and has examined thoroughly and understood the nature and extent of the Contract Documents, Work, Premises, Site, locality, actual conditions, as-built conditions, and all local conditions and federal, state and local laws, and regulations that in any manner may affect cost, progress, performance, or furnishing of Work or that relate to any aspect of the means, methods, techniques, sequences, or procedures of construction to be employed by Bidder and safety precautions and programs incident thereto.
  - b. Bidder obtained, and has understood, all examinations, investigations, explorations, tests, reports, and studies that pertain to the subsurface conditions, as-built conditions, underground facilities, and all other physical conditions at or contiguous to the Site or otherwise that may affect the cost, progress, performance, or furnishing of Work, as Bidder considers necessary for the performance or furnishing of Work at the Contract Price, within the Contract Time, and in accordance with the other terms and conditions of Contract Documents, including specifically the provisions of the General Conditions. Bidder has notified the Judicial Council if it contends that it requires additional examinations, investigations, explorations, tests, reports, studies, or similar information or data prior to that performance of the Work. If no notice is given, no additional examinations, investigations, explorations, tests, reports, studies, or similar information or data are or will be required by Bidder for such purposes.
  - c. Bidder has correlated its knowledge and the results of all such observations, examinations, investigations, explorations, tests, reports, and studies with the terms and conditions of the Contract Documents.
  - d. Bidder has given Judicial Council prompt written notice of all conflicts, errors, ambiguities, or discrepancies that it has discovered in or among the Contract Documents and the actual conditions, and the written resolution thereof by Judicial Council is acceptable to Bidder.
  - e. Bidder has made a complete disclosure in writing to Judicial Council of all facts bearing upon any possible conflict of interest as discussed based on Article 26.2 of the General Conditions.
  - f. Bidder has included in its Bid the entire cost of all work “incidental” to completion of the Work, and reasonably inferable as being required to complete the Work, in compliance with the requirements of the Contract Documents.

- g. **Conditions Shown on the Contract Documents.** Information as to underground conditions, as-built conditions, or other conditions or obstructions, indicated in the Contract Documents, e.g., on Drawings or in Specifications, has been obtained with reasonable care, and has been recorded in good faith. However, Judicial Council only warrants, and Bidder agrees, that Bidder may only rely on the accuracy of limited types of information, as strictly set forth below:
- (1) As to above-ground conditions or as-built conditions shown or indicated in the Contract Documents, there is no warranty, express or implied, or any representation express or implied, that such information is correctly shown or indicated. This information is verifiable by independent investigation and Bidder is required to make such verification as a condition to bidding. In submitting its Bid, Bidder will rely on the results of its own independent investigation. In submitting its Bid, Bidder will not rely on Judicial Council-supplied information regarding above-ground conditions or as-built conditions.
  - (2) As to any subsurface condition shown or indicated in the Contract Documents, Bidder may rely only upon the general accuracy of actual reported depths, actual reported character of materials, actual reported soil types, actual reported water conditions, or actual obstructions shown or indicated. Judicial Council is not responsible for the completeness of such information for bidding or construction, nor is Judicial Council responsible in any way for subsurface conditions not specifically shown if those subsurface conditions are reasonably determinable by above-ground conditions or as-built conditions (e.g., subsurface soil conditions in areas contiguous to areas where an above-ground condition is shown; utility pipes between a manhole and a water source, etc.).
- h. **Conditions Shown in Reports and Drawings Supplied for Informational Purposes.** Reference is made to the document titled Existing Information and Documentation Regarding Project Site (Document 00 31 19), for identification of:
- (1) Subsurface Conditions. Those reports of explorations and tests of subsurface conditions at or contiguous to the Project Site that have been utilized by Architect in preparing the Contract Documents; and
  - (2) Physical Conditions. Those drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Project Site that has been utilized by Architect in preparing the Contract Documents.

These reports and drawings are **not** Contract Documents and, except for any “technical” data regarding subsurface conditions specifically identified in Existing Information and Documentation Regarding Project Site (Document 00 31 19), and underground facilities data, Bidder may not in any manner rely on the information in these reports and drawings. Subject to the foregoing, Bidder must make its own independent investigation of all conditions affecting the Work and must not rely on information provided by Judicial Council.

15. **As-Builts.** Bidders may examine any available “as-built” and/or drawings of previous work by giving Judicial Council reasonable advance notice. Judicial Council will not be responsible for accuracy of “as-built” drawings. The document entitled Existing Information and Documentation Regarding Project Site (Document 00 31 19) covers all supplied “as-built” drawings and/or record drawings.
16. **Questions.** Questions regarding this Project, the Contract Documents, or a Bid must be submitted on or before the date set forth in the Invitation to Bid. Questions received after the date specified in the Invitation to Bid will **not** be answered. Only questions answered by formal written Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.
17. **Addenda.** Judicial Council may also issue Addenda to modify parts of the Contract Documents as deemed necessary by Judicial Council, in its sole and absolute discretion. Bidder must acknowledge each Addendum in its Bid Form by number, or its Bid will be deemed nonresponsive. Each Addendum will become part of the Contract Documents. A complete listing of Addenda may be obtained on Judicial Council’s website at: <http://www.courts.ca.gov/rfps.htm>. **Bidders are solely responsible for reviewing the website for the issuance**

**of Addenda. Judicial Council will not issue Addenda directly to Bidders. Judicial Council is not responsible for a Bidder's failure to locate Addenda on Judicial Council's website and acknowledge receipt.**

- 18. Substitution for Specified Items.** For this Project, the Judicial Council will **NOT** consider pre-Bid Requests for Substitution. Such requests shall be considered after Contract award consistent with the requirements of the Contract Documents.
- 19. Notice of Award.** Judicial Council will award a Contract for the Project, if it awards it at all, to the lowest responsive and responsible Bidder consistent with the Invitation to Bid and these Instruction to Bidders. The Bidder awarded the Contract must execute and submit the following documents by **5:00 p.m.** on the **THIRD (3<sup>rd</sup>) business day** following the date of the Notice of Award. Failure to properly and timely submit these documents entitles Judicial Council to, among other remedies, make a claim against Bidder's Bid Bond or other Bid Security. The proceeds thereof will be retained by Judicial Council.
- a. Construction Agreement (Design-Bid-Build) Coversheet and Construction Agreement (Design-Bid Build) (Document 00 45 10). Contractor shall submit an executed, electronic copy as later directed by Judicial Council after issuance of the Notice of Award.
  - b. Certifications to be Completed by Contractor attached as **Exhibit B** (Document 00 45 40) to the Contract.
  - c. Escrow of Bid Documentation (**Exhibit E** to the Contract (Document 00 54 50)). This must include all required documentation. For more information, see the instructions in the Escrow of Bid Documentation (**Exhibit E** to the Contract (Document 00 54 50)).
  - d. Performance Bond in the form included in **Exhibit H** (Document 00 61 14) to the Contract, fully executed consistent with the requirements of, and in the amount identified in, the Contract Documents.
  - e. Payment Bond in the form included in **Exhibit I** (Document 00 61 15) to the Contract, fully executed consistent with the requirements of, and in the amount identified in, the Contract Documents.
  - f. Insurance Certificates and Endorsements as required by the Contract Documents.
- 20. Notice to Proceed.** Judicial Council will issue a Notice to Proceed within **THREE (3)** months from the date of the Notice of Award. Upon receipt of the Notice to Proceed, Bidder will commence Work. Bidder will complete Work within the Contract Time as indicated in the Contract Documents. Bidder expressly understands that Bidder will not be entitled to any claim of additional compensation or additional time when the Notice to Proceed is issued within the **THREE (3)** month period. **Bidder will be solely responsible for any escalation in costs of labor or materials during the THREE (3) month period.**
- a. Judicial Council may postpone issuing the Notice to Proceed beyond the **THREE (3)** month period, upon reasonable notice to Bidder.
  - b. Bidder expressly understands that Bidder will not be entitled to any claim of additional compensation as a result of the postponement of the issuance of the Notice to Proceed beyond the **THREE (3)** month period. If the Bidder believes that a postponement of issuance of the Notice to Proceed will cause a hardship to Bidder, the Bidder may terminate the Contract. Bidder's termination due to a postponement beyond the **THREE (3)** month period will be by written notice to Judicial Council within **SEVEN (7)** Days after receipt by Bidder of Judicial Council's notice of postponement.
  - c. It is further understood by Bidder that in the event Bidder terminates the Contract because of postponement by Judicial Council, Judicial Council will only be obligated to pay Bidder for the Work that Bidder has performed at the time of notification of postponement and which Judicial Council had in writing authorized Bidder to perform prior to issuing a Notice to Proceed.
  - d. Should Bidder terminate the Contract because of a notice of postponement, Judicial Council will have the authority to award the Contract to the next lowest responsive and responsible Bidder.

## 21. **Bid Protests.**

- a. Bidders may only protest a decision of Judicial Council relating to the award of the Project or a Bid as set forth herein. Failure of a Bidder to comply with the protest procedures, will result in the rejection of the protest. A Bidder's strict compliance with these protest and appeals procedures shall be construed as an administrative remedy required to be exhausted as a condition precedent to initiating a lawsuit in any way concerning a Bid or the award of the Project.
- b. A protest must be received no later than **FIVE (5)** Business Days after: (i) Judicial Council notifies a Bidder that its Bid is nonresponsive or that Bidder is disqualified; or (ii) Judicial Council posts notice of its intent to award the Contract on its website.
- c. A Bidder's Bid must be responsive if Bidder intends to submit a protest of the Judicial Council's award of the Contract to another Bidder.
- d. **Submittal and Form of Protest.**
  - (1) The protest must be in writing and sent by certified, or registered mail, or overnight delivery service (with proof of delivery), or delivered personally to Judicial Council at the following address at: Branch Accounting and Procurement | Administrative Division Judicial Council of California, 455 Golden Gate Ave., San Francisco, CA 94102-3688. If the protest is hand-delivered, Bidder must obtain a receipt. Bidder may send a courtesy copy of the protest to Judicial Council by email at [solicitations@jud.ca.gov](mailto:solicitations@jud.ca.gov).
  - (2) The protest must also be sent to the selected Bidder by certified, or registered mail, or overnight delivery service (with proof of delivery), or delivered personally to the selected Bidder. The contact information for the selected Bidder can be obtained by contacting [solicitations@jud.ca.gov](mailto:solicitations@jud.ca.gov).
  - (3) The protest must include: (i) the name, address, telephone and facsimile numbers, and email address of the protesting Bidder and its representative authorized to bind the Bidder; (ii) title of the Project and any associated reference number for the Contract or Project for which the protest is submitted; (iii) a detailed description of the specific legal and factual grounds of protest and any supporting documentation, which must include specific references to **all** provisions in the Bid Documents and/or Contract Documents that provides the legal basis for the protest **and** necessary attachments; and (iv) the specific ruling, relief, or remedy requested.
  - (4) Judicial Council, at its sole discretion, may issue a decision regarding the protest without requesting further information or documents from the protesting Bidder. Judicial Council may request additional information and any Bidder that is a subject of the protest shall reasonably cooperate with any such request. The protest must include all grounds for the protest and all evidence available at the time the protest is submitted. If the protesting Bidder later raises new grounds or evidence that were not included in the initial protest submitted to Judicial Council, but could have reasonably been included by the protesting Bidder, the Judicial Council will not consider such new grounds or new evidence.
- e. **Appeals Process.** Judicial Council's decision regarding a protest shall be considered the final action by the Judicial Council unless the protesting Bidder thereafter seeks an appeal of the decision by submitting a written request for appeal within **FIVE (5)** Business Days of the issuance of Judicial Council's decision. An appeal shall be submitted to Judicial Council at Branch Accounting and Procurement | Administrative Division Judicial Council of California 455 Golden Gate Ave., San Francisco, CA 94102-3688.
  - (1) The grounds for an appeal are specifically limited to:
    - i. The discovery of facts and/or information related to the protest, as originally submitted, that were not known to the protesting Bidder, or could not have been reasonably discovered by the protesting Bidder, at the time the protest was originally submitted;



- ii. Judicial Council’s decision contained errors of fact, and such errors of fact were significant and material factors in the Judicial Council’s decision; and/or
- iii. Judicial Council’s decision was in error of law or regulation.

(2) Bidder’s request for appeal shall include:

- i. The name, address telephone and facsimile numbers, and email address of the Bidder and their representative;
- ii. A copy of Judicial Council’s decision; and
- iii. The legal and factual basis for the appeal; and the ruling or relief requested.

(3) Upon receipt of a request for appeal, Judicial Council will review the appeal and issue a final decision. The decision shall constitute the final action of Judicial Council.

f. **Protest Remedies.** If Judicial Council determines that the protest is meritorious, the Judicial Council may take any action permitted by the Contract Documents and applicable law, including, without limitation, awarding the Contract to the next lowest responsive and responsible Bidder, or rejecting all Bids.

**22. Rejection of Bids.** To the furthest extent permitted by applicable law, Judicial Council reserves the right to reject all Bids, to re-bid the Project, or to decide not to award the Contract for the Project at this time. Judicial Council also reserves the right to waive inconsequential deviations not involving price, time, or changes in the Work. Judicial Council reserves the right to reject Bids that are nonconforming, nonresponsive, unbalanced, or conditional Bids, or to reject the Bid of any Bidder if Judicial Council believes that it would not be in the best interest of Judicial Council to make an award to that Bidder, whether because the Bid is not responsive, the Bidder is unqualified or of doubtful financial ability, or fails to meet any other standard or criteria established by Judicial Council. For purposes of this paragraph, an “unbalanced” Bid is a Bid having nominal prices for work item(s) that represent substantive work and/or overly enhanced prices for nominal work item(s).

**23. Bidder Responsibility.** Prior to the award of Contract, Judicial Council reserves the right to consider the responsibility of the Bidder. Judicial Council may conduct any investigations, and consider any facts, that Judicial Council deems necessary to assist in the evaluation of any Bid and to establish a Bidder’s responsibility, including, without limitation, qualifications, competence and financial ability of Bidders, the honesty of Bidders, proposed subcontractors, suppliers, and other persons and organizations to perform and furnish the Work in accordance with the Contract Documents to Judicial Council’s satisfaction within the prescribed time.

END OF DOCUMENT

**DOCUMENT 00 31 19**

**EXISTING INFORMATION AND DOCUMENTATION REGARDING PROJECT SITE**

**PLEASE NOTE: All documents identified hereunder or included as existing information are being provided by Judicial Council through the Electronic File Transfer Process via Share Pint Access sent to the Prequalified Bidders.**

**1. Summary.**

This document describes existing conditions at or near the Project and use of information available regarding existing conditions. This document is **not** part of the Contract Documents. See General Conditions attached as **Exhibit M** (Document 00 70 00) to the Contract for definition(s) of terms used herein. Bidder/Contractor is required to request from Judicial Council a copy of any reports that it believes are necessary to perform the Work in a safe, efficient, and workman-like manner in compliance with the Contract Documents.

**2. Reports and Information on Existing Conditions.**

- a. Documents providing a general description of the Site and conditions of the Work may have been collected by Judicial Council, its consultants, contractors, and tenants. These documents may include previous contracts, contract specifications, tenant improvement contracts, as-built drawings, utility drawings, and information regarding underground facilities.
- b. Information regarding existing conditions may be inspected at Judicial Council offices or the Construction Manager's offices, if any, and copies may be obtained at cost of reproduction and handling upon Bidder/Contractor's agreement to pay for such copies. These reports, documents, and other information are **not** part of the Contract Documents.
- c. Information regarding existing conditions may also be included in the Contract Documents but will **not** be considered part of the Contract Documents.
- d. The reports and other data or information regarding existing conditions and underground facilities at or contiguous to the Project are the following:
  - (1) **Project Specifications prepared by Salas O'Brien, dated April 2021 (Project Number: 2001747)**
  - (2) **As-Built Construction Drawings**
  - (3) 2001747 CJC Courthouse Fire Sprinkler Study 21-0427
  - (4) Central Justice Center FLS Drawing set

**3. Use of Information.**

- a. Information regarding existing conditions was obtained only for use of Judicial Council and its consultants, contractors, and tenants for planning and design and is **not** part of the Contract Documents.
- b. Judicial Council does not warrant, and makes no representation regarding, the accuracy or thoroughness of any information regarding existing conditions. Bidder/Contractor represents and agrees that in submitting a Bid it is not relying on any information regarding existing conditions supplied by Judicial Council.
- c. Under no circumstances will Judicial Council be deemed to warrant or represent existing above-ground conditions, as-built conditions, or other actual conditions, verifiable by independent investigation. These conditions are verifiable by Bidder/Contractor by the performance of its own independent investigation that

Bidder/Contractor must perform as a condition to submitting a Bid, and Bidder/Contractor should not and will not rely on this information or any other information supplied by Judicial Council regarding existing conditions.

- d. Any information shown or indicated in the reports and other data supplied herein with respect to existing underground facilities at or contiguous to the Project may be based upon information and data furnished to Judicial Council by Judicial Council's employees and/or consultants or builders of such underground facilities or others. Judicial Council does not assume responsibility for the completeness of this information, and Bidder/Contractor is solely responsible for any interpretation or conclusion drawn from this information.
- e. Judicial Council will be responsible only for the general accuracy of information regarding underground facilities, and only for those underground facilities that are owned by Judicial Council, and only where Bidder/Contractor has conducted the independent investigation required of it pursuant to the Instructions to Bidders (Document 00 21 13), and discrepancies are not apparent.

**4. Investigations/Site Examinations.**

- a. Before submitting a Bid, each Bidder is responsible for conducting or obtaining any additional or supplementary examinations, investigations, explorations, tests, studies, and data concerning conditions (surface, subsurface, and underground facilities) at or contiguous to the Site or otherwise, that may affect cost, progress, performance, or furnishing of Work or that relate to any aspect of the means, methods, techniques, sequences, or procedures of construction to be employed by Bidder, and safety precautions and programs incident thereto, or that Bidder deems necessary to determine its Bid for performing and furnishing the Work in accordance with the time, price, and other terms and conditions of Contract Documents.
- b. Upon request, Judicial Council will provide each Bidder access to the Site to conduct such examinations, investigations, explorations, tests, and studies, as each Bidder deems necessary for submission of a Bid. Bidders must fill all holes and clean up and restore the Site to its former condition upon completion of its explorations, investigations, tests, and studies. Such investigations and Site examinations may be performed during any Site visit indicated in the Invitation to Bid, with Judicial Council's prior written approval, and consistent with the Contract Documents, including, but not limited to, the requirement to provide proof of insurance, indemnify the Judicial Council against claims arising from such work

END OF DOCUMENT

**DOCUMENT 00 41 13**

**BID FORM**

To: **Judicial Council of California** (“Judicial Council”)

From: \_\_\_\_\_  
(Proper Name of Bidder)

Project: **Central Justice Center, Fire Life Safety Building Deficiency Corrections, Floors 1, 2 and 3, 700 West, Civic Center Drive, Santa Ana, CA, Bldg. ID 30-A1** (“Project” or “Contract”)

1. **Defined Terms.** This document is part of the Contract Documents (as defined in **Exhibit M** (Document 00 70 00)) for the Project and any capitalized term herein shall be given the same meaning as in the Contract Documents, unless specifically defined herein.
2. **Total Bid.** The Bidder declares that it has read the Contract Documents including, without limitation, the Invitation to Bid, the Instructions to Bidders, the Contract and all Exhibits thereto, and all information provided by Judicial Council related to the Project and/or Work, and agrees and proposes to furnish all necessary labor, materials, and equipment to perform and furnish all Work in accordance with the terms and conditions of the Contract Documents, including, without limitation, the Drawings and Specifications for the Project, and will accept in full payment for that Work the following total lump sum amount, all taxes included:

_____ Dollars	\$ _____ Dollars
Bid Item No. 1 for Abatement and Demolition of Basement, Floor 1, Floor 2 and Floor 3	
_____ Dollars	\$ _____ Dollars
Bid Item No. 2 for Fire Sprinkler Expansion for Basement, Floor 1, Floor 2 and Floor 3	
_____ Dollars	\$ _____ Dollars
Bid Item No. 3 for Architectural Scope (Ceiling Replacement), Floor 1, Floor 2 and Floor 3	
_____ Dollars	\$ _____ Dollars
Bid Item No. 4 for Mechanical (ductwork, replacement) and Electrical Scope for Basement, Floor 1, Floor 2 and Floor 3	
_____ Dollars	\$ _____ Dollars
Bid Item No. 5 for Fire Life Safety (fire proofing, fire alarm and smoke evacuation) for Basement, Floor 1, Floor 2 and Floor 3	
_____ Dollars	\$ _____ Dollars
Bid Item No. 6 for Building Management System Upgrade for Entire Building (All Floors)	

**TO ARRIVE AT THE TOTAL “BASE BID,” ADD BID ITEMS NO. 1 THROUGH NO. 6 AND INCLUDE THAT TOTAL AS THE “BASE BID” BELOW.**

***TOTAL BASE BID***

\_\_\_\_\_ Dollars      \$ \_\_\_\_\_ Dollars  
**(“BASE BID”)**

**NOTE: IF THERE ARE ALLOWANCES IDENTIFIED IN THIS BID FORM, DO NOT INCLUDE ANY ALLOWANCE(S) AMOUNTS IN THESE BID AMOUNTS. FURTHER THE BASE BID SHALL ONLY INCLUDE CONTRACTOR’S INSURANCE COSTS FOR INSURANCE NOT COVERED BY THE OCIP.**

3. **DVBE Certification.** Bidder must submit with its Bid the Disabled Business Enterprise (“DVBE”) Certification (**Bid Version**) (Document 00 43 37) and include the information required for each DVBE Subcontractor. This is a condition of bidding and is in addition to any other requirement in the Contract Documents with respect to DVBE compliance.
4. **Contract Review.** Bidder has reviewed the Work outlined in the Contract Documents and fully understands the scope of Work required in this Bid, understands the construction and project management function(s) described in the Contract Documents, and all applicable contract provisions governing the Project, Premises, Site and the Work, including, without limitations, provisions for changes in the Work and delay, liquidated damages, indemnification and insurance. Bidder fully understands and agrees that the Bidder awarded the Contract will be in fact a prime contractor, not a subcontractor, to Judicial Council, and agrees that its Bid, if accepted by Judicial Council, will be the basis for the Bidder to enter into a Contract with Judicial Council in accordance with the intent of the Contract Documents.
5. **Requests for Clarification.** The Bidder has notified Judicial Council in writing of any discrepancies or omissions in, or of any doubt, questions, or ambiguities about the meaning of, any of the Contract Documents and has checked the Judicial Council website before Bid opening, consistent with the dates set forth for submitting questions to the Judicial Council as indicated in the Invitation to Bid, to verify the issuance of any clarifying Addenda and, if issued, has reviewed and verified any such clarifications.
6. **Contract Time.** The Bidder agrees to commence Work under a contract on the date established in the Contract Documents and to complete all Work within the time specified in the Contract Documents.
7. **Contractual Provisions.** The Bidder hereby acknowledges all provisions in the Contract Documents, including, without limitation, the General Conditions (Document 00 70 00), and agrees to be bound by all contractual provisions therein, including, without limitation:
  - a. The liquidated damages provision(s);
  - b. The indemnification provision(s);
  - c. Force majeure provisions;
  - d. The provisions pertaining to “Infectious Disease”;
  - e. The “Changes in the Work” provision(s) that limit the permitted charges and mark-ups on Change Orders and on the amount of home office overhead that Bidder can receive from Judicial Council;
  - f. The “Extensions of Time – Liquidated Damages” provision(s) that set forth applicable provisions related to seeking extensions to the Contract Time;

- g. The “Insurance and Bonds” provision(s) that set forth the applicable policies of insurance and bonds that Bidder will provide while performing the Work; and
  - h. The “Claims Resolution” provision(s) that delineate the required process to submit and process disputes and Claims.
8. **Bid Open for 90 Days.** It is understood that Judicial Council reserves the right to reject this Bid and that the Bid will remain open to acceptance and is irrevocable for a period of **NINETY (90) calendar days.**
9. **Attachments.** The following documents are attached hereto:
- a. The Bid Bond (Document 00 43 13) or other Bid Security
  - b. The Designated Subcontractors List (Document 00 43 36)
  - c. Disabled Business Enterprise (“DVBE”) Certification (**Bid Version**) (Document 00 43 37)
  - d. The Noncollusion Declaration (Document 00 43 40)
  - e. Iran Contracting Act Certification (Document 00 43 50)
10. **Addenda Acknowledgement.** Receipt and acceptance of the following addenda is hereby acknowledged:

No.____, Dated _____	No.____, Dated _____
No.____, Dated _____	No.____, Dated _____
No.____, Dated _____	No.____, Dated _____
<input type="checkbox"/> Or check here if <b>no</b> addenda were issued.	

11. **Bidder’s License.** Bidder acknowledges that the license(s) required for performance of the Work is(are) stated in the Invitation to Bid. Bidder certifies that Bidder has the license(s) required to perform the work, and it will at the time of award, and shall be throughout the period of the Contract, licensed by the State of California to do the type of Work required under the terms of the Contract Documents. Bidder further certifies that it is regularly engaged in the general class and type of Work called for in the Contract Documents.
12. **Labor Harmony.** The Bidder hereby certifies that Bidder can furnish labor that can work in harmony with all other elements of labor employed or to be employed on the Work.
13. **DIR Registration.** Bidder will ensure that it and its Subcontractors comply with the registration and compliance monitoring provisions of Labor Code section 1771.4, including furnishing its CPRs to the Labor Commissioner, and are registered pursuant to Labor Code section 1725.5.
14. **Prequalification.** The Bidder confirms that it has been prequalified by Judicial Council.
15. **SWPPP QSP.** To the extent applicable, Bidder specifically acknowledges and understands that if it is awarded a contract for the Project, it must perform all Work related to being Judicial Council’s Qualified SWPPP (Storm Water Pollution Prevention Plan) Practitioner (“QSP”) and that the Bidder is certified to be Judicial Council’s QSP as required by the current California State Water Board’s Construction General Permit.
16. **General Acknowledgement.** The Bidder represents that it is competent, knowledgeable, and has special skills with respect to the nature, extent, and inherent conditions of the Work to be performed. Bidder further acknowledges that there are certain peculiar and inherent conditions existent in the construction of the Work that may create, during the Work, unusual or peculiar unsafe conditions hazardous to persons and property. Bidder expressly acknowledges that it is aware of such peculiar risks and that it has the skill and experience to foresee and to adopt protective measures to adequately and safely perform the Work with respect to such hazards.

17. **Conditions to Submitting Bid.** The Bidder certifies that it has reviewed the Invitation to Bid and the Instructions to Bidders, and has reviewed all provisions in those documents setting forth conditions and agreements that Bidder agrees to by submitting its Bid. Bidder agrees that is bound by all such conditions and agreements in the Invitation to Bid and Instructions to Bidders.

18. **False Claims Act.** Bidder expressly acknowledges that it is aware that if a false claim is knowingly submitted (as the terms “claim” and “knowingly” are defined in the California False Claims Act, Cal. Gov. Code, § 12650 et seq.), Judicial Council will be entitled to civil remedies set forth in the California False Claim Act. It may also be considered fraud and Contractor may be subject to criminal prosecution, and a finding of non-responsibility by Judicial Council and/or debarment proceedings.

Furthermore, Bidder hereby certifies to Judicial Council that all representations, certifications, and statements made by Bidder, as set forth in this Bid Form, are true and correct and are made under penalty of perjury.

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_\_

Signature \_\_\_\_\_

Signed by (Print Name) \_\_\_\_\_

Title of Person Signing \_\_\_\_\_

Name of Bidder \_\_\_\_\_

Type of Organization \_\_\_\_\_

Address of Bidder \_\_\_\_\_

Taxpayer’s Identification No. of Bidder \_\_\_\_\_

Telephone Number \_\_\_\_\_

Fax Number \_\_\_\_\_

E-mail \_\_\_\_\_ Web page \_\_\_\_\_

Bidder’s DIR Registration No.: No.: \_\_\_\_\_

Contractor’s License No(s): No.: \_\_\_\_\_ Class: \_\_\_\_\_ Expiration Date: \_\_\_\_\_

No.: \_\_\_\_\_ Class: \_\_\_\_\_ Expiration Date: \_\_\_\_\_

No.: \_\_\_\_\_ Class: \_\_\_\_\_ Expiration Date: \_\_\_\_\_

If Bidder is a corporation, provide the following:

Name of Corporation: \_\_\_\_\_

President: \_\_\_\_\_

Secretary: \_\_\_\_\_

Treasurer: \_\_\_\_\_

Manager: \_\_\_\_\_

**DOCUMENT 00 43 13**

**BID BOND (SECURITY)**

**(Note: If Bidder is providing a bid bond as its bid security,  
Bidder must use this form, NOT a surety company form.)**

That the undersigned, \_\_\_\_\_ as Principal (“Principal”),  
and \_\_\_\_\_ as Surety (“Surety”),

a corporation organized and existing under and by virtue of the laws of the State of \_\_\_\_\_

and authorized to do business as a surety in the State of California, are held and firmly bound unto the

**Judicial Council of California** (“Judicial Council” or “Obligee”) of the State of California as Obligee, in the sum of

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

lawful money of the United States of America, for the payment of which sum well and truly to be made, we, and each of us, bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that whereas the Principal has submitted a bid to Judicial Council for all Work specifically described in the accompanying bid.

NOW, THEREFORE, if the Principal is awarded the Contract and, within the time and manner required under the Contract Documents, after the prescribed forms are presented to Principal for signature, enters into a written contract, in the prescribed form in accordance with the bid, and files two bonds, one guaranteeing faithful performance and the other guaranteeing payment for labor and materials as required by law, and meets all other conditions to the contract between the Principal and the Obligee becoming effective, or if the Principal shall fully reimburse and save harmless the Obligee from any damage sustained by the Obligee through failure of the Principal to enter into the written contract and to file the required performance and labor and material bonds, and to meet all other conditions to the Contract between the Principal and the Obligee becoming effective, then this obligation shall be null and void; otherwise, it shall be and remain in full force and effect. The full payment of the sum stated above shall be due immediately if Principal fails to execute the Contract within seven (7) days of the date of Judicial Council’s Notice of Award to Principal.

Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or the call for bids, or to the work to be performed thereunder, or the specifications accompanying the same, shall in any way affect its obligation under this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract or the call for bids, or to the work, or to the specifications.

In the event suit is brought upon this bond by the Obligee and judgment is recovered, the Surety shall pay all costs incurred by the Obligee in such suit, including a reasonable attorneys' fee to be fixed by the Court.

If Judicial Council awards the bid, the security of unsuccessful bidder(s) shall be returned within sixty (60) days from the time the award is made. Unless otherwise required by law, no bidder may withdraw its bid for ninety (90) days after the date of the bid opening.

IN WITNESS WHEREOF, this instrument has been duly executed by the Principal and Surety above named, on the

\_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.



\_\_\_\_\_  
Principal

\_\_\_\_\_  
By

\_\_\_\_\_  
Surety

\_\_\_\_\_  
By

\_\_\_\_\_  
Name of California Agent of Surety

\_\_\_\_\_  
Address of California Agent of Surety

\_\_\_\_\_  
Telephone Number of California Agent of Surety

**Bidder must attach Power of Attorney and Certificate of Authority for Surety and a Notarial Acknowledgment for all Surety's signatures. The California Department of Insurance must authorize the Surety to be an admitted Surety Insurer.**

END OF DOCUMENT

**DOCUMENT 00 43 36**

**DESIGNATED SUBCONTRACTORS LIST**

TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID

**Central Justice Center, Fire Life Safety Building Deficiency Corrections, Floors 1, 2 and 3, 700 West Civic Center Drive, Santa Ana, CA, Bldg. ID 30-A1 (“Project” or “Contract”)**

This document is part of the Contract Documents (as defined in **Exhibit M** (Document 00 70 00)) for the Project and any capitalized term herein shall be given same meaning as in the Contract Documents, unless specifically defined herein.

1. **Listed.** Bidder must list in this form the name and location of each Subcontractor who will be employed, and the scope of Work that each will perform if a contract for the Project is awarded to the Bidder. Bidder acknowledges and agrees that under Public Contract Code section 4100, et seq., it must clearly identify the name and location of each Subcontractor who will perform work or labor for, or render service to, the Bidder in or about the construction of the Work in an amount in excess of one-half of one percent (.5%) of Bidder’s total Bid.
2. **Same Scope.** In case more than one Subcontractor is named for the same scope of Work, state the portion that each will perform. Bidder may differentiate the scope of Work by reference to specific portions of the Specifications.
3. **No Vendors or Suppliers.** Bidder need not list entities that are only vendors or suppliers of materials.
4. **Not Listed.** As to any Work that Bidder fails to list that exceeds one-half of one percent (.5%) of Bidder’s total Bid, Bidder agrees to perform that portion itself or be subjected to penalty under applicable law.
5. **Alternate Work.** If alternate bids are called for and Bidder intends to use Subcontractors different from or in addition to those Subcontractors listed for Work under the base Bid, Bidder must list Subcontractors that will perform Work in an amount that exceeds one half of one percent (.5%) of Bidder’s total Bid, including alternates.
6. **DVBEs.** Bidder must indicate which, if any, of these Subcontractors are disabled veteran business enterprises (“DVBE”) and the estimated percentage of the Work those Subcontractor(s) will perform.
7. **CSLB Number.** Bidder must provide the Contactor State License Board number (“CSLB No.”) for all listed Subcontractors.
8. **DIR Number.** Bidder must provide the Department of Industrial Relations registration number (“DIR No.”) for all listed Subcontractors.
9. **BIDDERS MAY SUBMIT CORRECTIONS TO A LISTED SUBCONTRACTOR’S CSLB NO. AND/OR DIR REGISTRATION NO. NO LATER THAN TWENTY-FOUR (24) HOURS AFTER BID OPENING.**
10. **Additional Sheets.** If further space is required for the list of proposed subcontractors, additional sheets showing the required information, as indicated below, must be attached to this form and made a part of this document.

I certify and declare under penalty of perjury under the laws of the State of California that all the information listed on the following page(s) is complete, true, and correct.

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

Proper Name of Bidder: \_\_\_\_\_

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

<b>Subcontractor Name</b>	<b>Portion of Work (Scope)</b>	<b>Location of Business (Full Address)</b>	<b>CSLB No.:</b>
			<b>DIR No.:</b>
			<b>If DVBE, % of Work:</b>
<b>Subcontractor Name</b>	<b>Portion of Work (Scope)</b>	<b>Location of Business (Full Address)</b>	<b>CSLB No.:</b>
			<b>DIR No.:</b>
			<b>If DVBE, % of Work:</b>
<b>Subcontractor Name</b>	<b>Portion of Work (Scope)</b>	<b>Location of Business (Full Address)</b>	<b>CSLB No.:</b>
			<b>DIR No.:</b>
			<b>If DVBE, % of Work:</b>
<b>Subcontractor Name</b>	<b>Portion of Work (Scope)</b>	<b>Location of Business (Full Address)</b>	<b>CSLB No.:</b>
			<b>DIR No.:</b>
			<b>If DVBE, % of Work:</b>
<b>Subcontractor Name</b>	<b>Portion of Work (Scope)</b>	<b>Location of Business (Full Address)</b>	<b>CSLB No.:</b>
			<b>DIR No.:</b>
			<b>If DVBE, % of Work:</b>
<b>Subcontractor Name</b>	<b>Portion of Work (Scope)</b>	<b>Location of Business (Full Address)</b>	<b>CSLB No.:</b>
			<b>DIR No.:</b>
			<b>If DVBE, % of Work:</b>

<b>Subcontractor Name</b>	<b>Portion of Work (Scope)</b>	<b>Location of Business (Full Address)</b>	<b>CSLB No.:</b>
			<b>DIR No.:</b>
			<b>If DVBE, % of Work:</b>
<b>Subcontractor Name</b>	<b>Portion of Work (Scope)</b>	<b>Location of Business (Full Address)</b>	<b>CSLB No.:</b>
			<b>DIR No.:</b>
			<b>If DVBE, % of Work:</b>
<b>Subcontractor Name</b>	<b>Portion of Work (Scope)</b>	<b>Location of Business (Full Address)</b>	<b>CSLB No.:</b>
			<b>DIR No.:</b>
			<b>If DVBE, % of Work:</b>
<b>Subcontractor Name</b>	<b>Portion of Work (Scope)</b>	<b>Location of Business (Full Address)</b>	<b>CSLB No.:</b>
			<b>DIR No.:</b>
			<b>If DVBE, % of Work:</b>
<b>Subcontractor Name</b>	<b>Portion of Work (Scope)</b>	<b>Location of Business (Full Address)</b>	<b>CSLB No.:</b>
			<b>DIR No.:</b>
			<b>If DVBE, % of Work:</b>
<b>Subcontractor Name</b>	<b>Portion of Work (Scope)</b>	<b>Location of Business (Full Address)</b>	<b>CSLB No.:</b>
			<b>DIR No.:</b>
			<b>If DVBE, % of Work:</b>
<b>Subcontractor Name</b>	<b>Portion of Work (Scope)</b>	<b>Location of Business (Full Address)</b>	<b>CSLB No.:</b>
			<b>DIR No.:</b>
			<b>If DVBE, % of Work:</b>

END OF DOCUMENT

**DOCUMENT 00 43 37**

**DISABLED VETERAN BUSINESS ENTERPRISE CERTIFICATION (BID VERSION)**

TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID

This document is part of the Contract Documents (as defined in **Exhibit M** (Document 00 70 00)) for the Project and any capitalized term herein shall be given same meaning as in the Contract Documents, unless specifically defined herein.

Military and Veterans Code section 999.2 requires that Judicial Council have a participation goal for disabled veteran business enterprises (“DVBE(s)”) of at least three percent (3%), per year, of the overall dollar amount expended each year by Judicial Council..

Bidder must complete the certification and provide the information related to DVBEs as required in the Designated Subcontractors List with Bidder’s Bid. Bidder must comply with the requirements hereunder and in the Contract Documents with respect to compliance with the DVBE participation goal during performance of the Work on the Project.

1. **Disabled Veteran Business Enterprise.** A DVBE is a business enterprise certified by the California Office of Small Business as a DVBE.
2. **DVBE Participation Policy.** Judicial Council is committed to achieving this DVBE participation goal. Judicial Council encourages Bidder to ensure maximum opportunities for the participation of DVBEs in the Work of the Contract.
3. **DVBE Participation Goal.** The three percent (3%) participation goal is not a quota, set-aside or rigid proportion.
4. **Certification of Participation / Contract Requirements.** At the time Bidder executes the Contract, Contractor will provide a statement to Judicial Council of anticipated participation of DVBEs in the Contract. During performance of the Contract, Bidder will monitor the Work of the Contract, award of subcontracts and contracts for materials, equipment and supplies for the purpose of determining DVBE participation in the Work of the Contract. Review the Form of Contract, including, without limitation, the General Conditions (**Exhibit M** (Document 00 70 00)) for further information regarding DVBE compliance during the performance of Work on the Project.

**DVBE PARTICIPATION CERTIFICATION  
(BID VERSION)**

Bidder Name: \_\_\_\_\_ Date: \_\_\_\_\_

Project Name: \_\_\_\_\_ Project Number: RFP-FS-2021-22-JP

<b>Subcontractor Name</b>	<b>Portion of Work (Scope)</b>	<b>Location of Business (Full Address)</b>	<b>DVBE Certification No.:</b>
			<b>Phone Number / Email:</b>
<b>Subcontractor Name</b>	<b>Portion of Work (Scope)</b>	<b>Location of Business (Full Address)</b>	<b>DVBE Certification No.:</b>
			<b>Phone Number / Email:</b>
<b>Subcontractor Name</b>	<b>Portion of Work (Scope)</b>	<b>Location of Business (Full Address)</b>	<b>DVBE Certification No.:</b>
			<b>Phone Number / Email:</b>
<b>Subcontractor Name</b>	<b>Portion of Work (Scope)</b>	<b>Location of Business (Full Address)</b>	<b>DVBE Certification No.:</b>
			<b>Phone Number / Email:</b>
<b>Subcontractor Name</b>	<b>Portion of Work (Scope)</b>	<b>Location of Business (Full Address)</b>	<b>DVBE Certification No.:</b>
			<b>Phone Number / Email:</b>

PLEASE NOTE THE FOLLOWING WHEN COMPLETING THE ABOVE CHART:

- Use additional sheets as necessary.
- Unless the Project is necessary for the immediate preservation of the public health, welfare, or safety, or protection of Judicial Council property, Bidder shall list only **ONE (1)** Subcontractor for each portion of Work as is defined by the Bidder in its Bid. Bidder may identify individual scopes of Work by reference to Specifications.

Does the cumulative dollar value of these DVBE contracts meet or exceed the participation goal of three percent (3%) of the Base Bid?

YES \_\_\_\_\_ NO \_\_\_\_\_

If your response is "NO," please attach to this certification / report a detailed description of the reasons Bidder did not achieve the participation goal of three percent (3%) of the Base Bid .

I certify and declare under penalty of perjury under the laws of the State of California that all the foregoing information is complete, true, and correct and that all Work performed by each Subcontractor identified in the DVBE Participation Certification (Bid Version) serves a "commercially useful function," as defined in Section 999(b)(5)(B)(i) of the Military Code.

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

Proper Name of Contractor: \_\_\_\_\_

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

END OF DOCUMENT

**DOCUMENT 00 43 40**

**NONCOLLUSION DECLARATION**

TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID

This document is part of the Contract Documents (as defined in **Exhibit M** (Document 00 70 00)) for the Project and any capitalized term herein shall be given same meaning as in the Contract Documents, unless specifically defined herein.

The undersigned declares:

I am the \_\_\_\_\_ **[PRINT YOUR TITLE]**

of \_\_\_\_\_ **[PRINT FIRM NAME]**,

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 they have 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 the following date:

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

Proper Name of Bidder: \_\_\_\_\_

City, State: \_\_\_\_\_

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

END OF DOCUMENT



**DOCUMENT 00 43 50**

**IRAN CONTRACTING ACT CERTIFICATION**

TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID

This document is part of the Contract Documents (as defined in **Exhibit M** (Document 00 70 00)) for the Project and any capitalized term herein shall be given same meaning as in the Contract Documents, unless specifically defined herein.

**Central Justice Center, Fire Life Safety Building Deficiency Corrections, Floors 1, 2 and 3, 700 West Civic Center Drive, Santa Ana, CA, Bldg. ID 30-A1** (“Project” or “Contract”)

Bidder must complete **ONLY ONE** of the following three paragraphs.

1. Bidder’s Total Base Bid is less than one million dollars (\$1,000,000).

**OR**

2. Bidder’s Total Base Bid is one million dollars (\$1,000,000) or more, but Bidder is **not** on the current list of persons engaged in investment activities in Iran created by the California Department of General Services (“DGS”) pursuant to Public Contract Code section 2203(b), and Bidder is not a financial institution extending twenty million dollars (\$20,000,000) or more in credit to another person, for 45 days or more, if that other person will use the credit to provide goods or services in the energy sector in Iran and is identified on the current list of persons engaged in investment activities in Iran created by DGS.

**OR**

3. Bidder’s Total Base Bid is one million dollars (\$1,000,000) or more, but Judicial Council has given prior written permission to Bidder to submit a proposal without making the certification set forth in item 2 above. **A copy of the written permission from Judicial Council is included with Bid.**

I certify that I am duly authorized to legally bind the Bidder to this certification, that the contents of this certification are true, and that this certification is made under the laws of the State of California.

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

Proper Name of Bidder: \_\_\_\_\_

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

END OF DOCUMENT

**DOCUMENT 00 43 60**

**“RESERVED”**

**DOCUMENT 00 43 70**

**“RESERVED”**

**DOCUMENT 00 45 00**

**“RESERVED”**

**DOCUMENT 00 45 05**

**“RESERVED”**

**DOCUMENT 00 45 10**  
**CONSTRUCTION AGREEMENT (DESIGN-BID-BUILD) COVERSHEET & CONSTRUCTION**  
**AGREEMENT (DESIGN-BID-BUILD) AGREEMENT**

[BEGINS FOLLOWING THIS PAGE]