

Invitation For Bid (IFB)

Supreme Court and First District Court of Appeal Tenant Improvements Project

The Judicial Council of California seeks qualified firms to provide General Contractor Construction Services for the Supreme Court and First District Court of Appeal Tenant Improvements Project located at Earl Warren Building at the Ronald M. George State Office Complex for the Supreme Court and the California Court of Appeal, First Appellate District.

Solicitation Number: IFB-FS-2025-03-XC

Issue Date: November 5, 2025



Judicial Council of California



Judicial Council of California

455 Golden Gate Avenue · San Francisco, California 94102-3688
Telephone 415-865-4200 · Fax 415-865-4205

INVITATION FOR BID

Date

November 5, 2025

To

Interested General Contractors

From

Judicial Council of California
Facilities Services

Subject

Solicitation Number: IFB-FS-2025-03-XC

Contact

Solicitations@jud.ca.gov

Introduction

The Judicial Council of California seeks bids from general contractors qualified to provide services for the construction of the Supreme Court and First District Court of Appeal Tenant Improvements Project located at the Earl Warren Building at the Ronald M. George State Office Complex for the Supreme Court and the California Court of Appeal, First Appellate District. Please review the Notice to Bidders / Invitation for Bid included in the Project Manual.

Action Requested

Send Prequalification Questionnaire by the deadline in the Schedule of Events to:

fs202503xc.soq@jud.ca.gov

Send Bid by the deadline in the Schedule of Events to:

fs202503xc.soq@jud.ca.gov

Schedule of Events

SCHEDULE OF EVENTS (subject to change at Judicial Council's discretion)		DATES/TIMES Pacific Time (PT)
1	Judicial Council issues IFB	November 5, 2025
2	Pre-Bid Conference (<u>Mandatory</u>) via Microsoft Teams Pre-registration is <u>required</u> in order to attend Pre-Bid Conference Link to pre-registration form: CLICK HERE (Registered parties will receive an email confirmation which contains the Pre-Bid Conference meeting link)	November 18, 2025 at 10:00 AM
3	<u>Mandatory</u> Job Walk Address: Earl Warren Building at the Ronald M. George State Office Complex 350 McAllister Street San Francisco, CA 94102	November 19, 2025 at 10:00 AM
4	Deadline to submit Pre-Qualification Questionnaire (Document 00 32 00) Email to: fs202503xc.soq@jud.ca.gov	November 21, 2025 by 2:00 PM
5	Deadline to submit Written Questions (Attachment 1) Email to: Solicitations@jud.ca.gov	December 5, 2025 by 2:00 PM
6	Judicial Council posts Notice of Qualified Contractors	December 12, 2025
7	Deadline for Judicial Council to provide clarifications, modifications and answers to written questions	December 19, 2025
8	Deadline for Submission of Bid Email to: fs202503xc.soq@jud.ca.gov	December 29, 2025 by 2:00 PM

SCHEDULE OF EVENTS (subject to change at Judicial Council's discretion)		DATES/TIMES Pacific Time (PT)
9	Public Bid Opening via Microsoft Teams: Meeting link: https://teams.microsoft.com/meet/2683652172295?p=trpp1Am1ly1PSsndGa Meeting ID: 268 365 217 229 5 Passcode: CF94R5KD Dial in by phone +1 415-906-0569, 891420424# United States, San Francisco Phone conference ID: 891 420 424# Join on a video conferencing device Tenant key: 178332609@teams.bjn.vc Video ID: 111 562 387 2	December 30, 2025 at 2:00 PM
10	Judicial Council posts Notice of Intent to Award (estimated)	January 8, 2026
11	Judicial Council Issues Notice of Award and Contract to Lowest Responsive, Responsible Bidder (estimated)	January 30, 2026

The above schedule reflects Judicial Council's anticipated Schedule of Events for this IFB. Judicial Council reserves the right, in its sole discretion, to modify this Schedule of Events. Judicial Council does not send notifications of changes to the Schedule of Events directly to prospective bidders. Prospective bidders are advised to visit the Judicial Council website (<https://courts.ca.gov/policy-administration/bidders-solicitations>) frequently to check for changes and updates to the Schedule of Events. Judicial Council is not responsible for the failure of any bidder to receive notification of changes in a timely manner.

Attachments

- Project Manual

Prequalification Attachments

- Prequalification Questionnaire (Document 00 32 00)

Bid Attachments

- Bid Form (Document 00 41 13) – NOT ATTACHED (Bid Form will be issued via email to those Bidders who have been prequalified)
- Bid Bond (Document)
- Designated Subcontractors List (Document 00 43 36)
- Noncollusion Declaration (Document 00 43 40)
- Iran Contracting Act Certification (Document 00 43 50)
- Fair Chance Employment Certification (Document 00 43 60)
- Darfur Contracting Act Certification (Document 00 43 70)

PROJECT MANUAL

Judicial Council of California

November 5, 2025

Supreme Court and First District Court of Appeal Tenant Improvements Project

The Project is comprised of two tenant improvement scopes of work in the Earl Warren Building at the Ronald M. George State Office Complex, 350 McAllister Street in San Francisco, California: Two contracts will be issued:

- “Contract One (1)” is for a tenant improvement project at the public service counter and staff entry of the First District Court of Appeal office within the building. The scope of work includes new glazed security screen(s) incorporating speak-throughs, pass-throughs, and a new document transfer box at the existing counter, new glazing for the sidelights and transom at the existing staff entrance, new wood and glass infill at the existing staff entrance doors, new electronic security at the existing staff entrance doors, and relocating the HVAC diffusers at the existing fascia.
- “Contract Two (2)” is for a tenant improvement project for the Supreme Court California Highway Patrol office within the building. The scope of work includes demolition of two office walls, and power and lighting modifications.

DOCUMENT 00 01 10

TABLE OF CONTENTS - CONTRACT DOCUMENTS

PROCUREMENT AND CONTRACTING REQUIREMENTS

Division 00	Section	Title
	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 for Bid
	00 21 13	Instructions to Bidders
	00 31 19	Existing Information and Documentation Regarding Project Site (<u>NOT</u> part of the Contract Documents)
	00 32 00	Prequalification Questionnaire for Prospective Bidder (<u>NOT</u> part of the Contract Documents)

DOCUMENTS THAT PREQUALIFIED BIDDER MUST SUBMIT AS PART OF ITS BID

00 41 13	Bid Form – NOT ATTACHED (Will be issued to those Bidders who Prequalify)
00 43 13	Bid Bond (Security)
00 43 36	Designated Subcontractors List
00 43 40	Noncollusion Declaration
00 43 50	Iran Contracting Act Certification
00 43 60	Fair Chance Employment Certification
00 43 70	Darfur Contracting Act Certification

00 45 00	Notice of Award (Sample)
00 45 10	Agreement (Sample)
00 45 40	Certifications to be Completed by Contractor (Sample)
00 45 50	Appellate Court Construction Certifications to be Completed by Contractor (Sample)
00 45 55	Disabled Veteran Business Enterprise Certification (Sample)
00 54 50	RESERVED
00 54 55	Escrow Agreement for Security Deposits in Lieu of Retention (Sample)
00 54 70	RESERVED
00 61 14	Performance Bond (Sample)
00 61 15	Payment Bond (Contractor's Labor and Material Bond)
00 63 00	Judicial Council Contract Forms (Sample)
00 65 00	Judicial Council Closeout Forms – Not applicable
00 65 10	Notice to Proceed (Sample)
00 65 36	Warranty and Guarantee Form (Sample)
00 70 00	General Conditions
00 71 00	Special Conditions
00 75 00	State Contract Act Provisions
00 91 13	Addenda - All addenda issued by Judicial Council become part of the Contract.

SPECIFICATIONS – GENERAL REQUIREMENTS

Division 01	Section	Title
	01 01 15	List of Drawings
	01 11 00	Summary of Work
	01 14 00	Work Restrictions
	01 20 00	Price and Payment Procedures
	01 21 00	NOT USED
	01 22 00	NOT USED
	01 23 00	NOT USED
	01 25 00	Substitution Procedure
	01 26 13	Requests for Information Procedures
	01 31 13	Project Coordination
	01 31 19	Project Meetings
	01 31 27	Asbestos and Lead Survey Data
	01 32 00	Construction Schedule Progress UNDER 25 Million
	01 33 23	Shop Drawings Product Data Samples
	01 35 16	Alteration Project Procedures
	01 35 43	Environmental Procedures
	01 35 53	Security Procedures
	01 40 00	Quality Requirements
	01 41 00	Regulatory Requirements
	01 42 00	References
	01 43 39	NOT USED
	01 45 29	Testing Laboratory Services
	01 51 00	NOT USED
	01 52 00	Temporary Construction Facilities
	01 55 00	Vehicular Access and Parking
	01 56 00	Temporary Barriers Enclosures
	01 56 39	NOT USED
	01 57 23	NOT USED
	01 60 00	Product Requirements
	01 71 33	NOT USED
	01 71 33	NOT USED
	01 73 23	NOT USED
	01 73 29	Cutting and Patching
	01 74 00	Cleaning Waste Management
	01 77 00	Closeout Procedures
	01 78 00	Closeout Submittals
	01 78 39	Project Record Documents
	01 79 00	NOT USED
	01 81 13	NOT USED
	01 81 19	NOT USED
	01 91 00	NOT USED
	01 91 19	NOT USED

TECHNICAL SPECIFICATIONS

Division 02	02 00 00	EXISTING CONDITIONS, SEE SHEET SPECIFICATIONS
Division 03	03 00 00	NOT USED
Division 04	04 00 00	NOT USED
Division 05	05 00 00	NOT USED
Division 06	06 00 00	WOOD, PLASTICS, AND COMPOSITES, SEE SHEET SPECIFICATIONS
		THERMAL AND MOISTURE PROTECTION, SEE SHEET SPECIFICATIONS
		OPENINGS, SEE SHEET SPECIFICATIONS
		FINISHES, SEE SHEET SPECIFICATIONS
		SPECIALTIES, SEE SHEET SPECIFICATIONS
Division 11	11 00 00	NOT USED
Division 12	12 00 00	NOT USED
Division 13	13 00 00	NOT USED
Division 14	14 00 00	NOT USED
Division 15	15 00 00	NOT USED
Division 16	16 00 00	NOT USED
Division 17	17 00 00	NOT USED
Division 18	18 00 00	NOT USED
Division 19	19 00 00	NOT USED
Division 20		NOT USED
Division 21	21 00 00	NOT USED
Division 22	22 00 00	PLUMBING
Division 23	23 00 00	HEATING, VENTILATING, AND AIR CONDITIONING (HVAC), SEE SHEET SPECIFICATIONS
Division 24		NOT USED
Division 25	25 00 00	NOT USED
Division 26	26 00 00	ELECTRICAL, SEE SHEET SPECIFICATIONS
Division 27	27 00 00	NOT USED
Division 28	28 00 00	NOT USED
Division 29		NOT USED
Division 30		NOT USED
Division 31	31 00 00	NOT USED
Division 32	32 00 00	NOT USED
Division 33	33 00 00	NOT USED
Division 34	34 00 00	NOT USED
Division 35		NOT USED
Division 36		NOT USED
Division 37		NOT USED
Division 38		NOT USED
Division 39		NOT USED
Division 40	40 00 00	NOT USED
Division 41	41 00 00	NOT USED
Division 42	42 00 00	NOT USED
Division 43	43 00 00	NOT USED
Division 44	44 00 00	NOT USED
Division 45	45 00 00	NOT USED
Division 46	46 00 00	NOT USED
Division 47		NOT USED
Division 48	48 00 00	NOT USED
Division 49		NOT USED

END OF DOCUMENT

DOCUMENT 00 01 15

LIST OF DRAWINGS, TABLES AND SCHEDULES

DRAWINGS

Contract 1: This is a list of the Drawings prepared by Architectural Resources Group for the First District Court of Appeal project area dated May 22, 2024, 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>
G1.00	COVER SHEET
G1.01	ABBREVIATIONS, NOTES, PROJECT DATA, SYMBOLS
G1.02	EXISTING CONDITION PHOTOS
G2.00	ACCESSIBILITY REQUIREMENTS
G3.00	LIFE SAFETY & ACCESSIBILITY PLAN
AD1.01	DEMO PLAN
A1.01	FLOOR PLAN & RCP
A5.00	COUNTER PLAN & ELEVATIONS
A5.01	COUNTER DIMENSION PLAN & VISUALIZATION
A5.10	STAFF ENTRANCE PLAN, ELEVATION, & SECTION
A9.00	COUNTER SECTIONS
A9.01	COUNTER DETAILS 1
A9.02	COUNTER DETAILS 2
A9.03	COUNTER DETAILS 3
A9.04	TRANSFER BOX DETAILS
A9.10	DOOR & SIDELIGHT DETAILS
M1.01	MECHANICAL FLOOR PLAN & REMOVALS PLAN

Contract 2: This is a list of the Drawings prepared by Advance Design Consultants for the Supreme Court project area dated June 5, 2024, 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-000	GENERAL VICINITY MAP, SITE MAP, PROJECT DATA & DRAWING INDEX
G-001	CALGREEN CHECKLIST SHEET 1
G-002	CALGREEN CHECKLIST SHEET 2
G-003	CALGREEN CHECKLIST SHEET 3
A-010	ARCHITECTURAL SPECIFICATIONS
A-011	ARCHITECTURAL SPECIFICATIONS
A-012	ARCHITECTURAL SPECIFICATIONS
A-021	ACCESSIBILITY CODE COMPLIANCE DIAGRAMS – BUILDING ACCESSIBILITY
A-030	EXISTING SITE PLAN ACCESSIBLE PATH OF TRAVEL
A-031	EXISTING BASEMENT FLOOR PLAN ACCESSIBLE PATH OF TRAVEL
A-032	LIFE SAFETY – FIRST FLOOR EGRESS PLAN
A-033	FIRST FLOOR PLAN – CODE DIAGRAM
A-041	ENLARGED RESTROOMS PLAN
AD-101	LEVEL 1 – DEMOLITION FLOOR PLAN
AD-112	LEVEL 1 – DEMOLITION CEILING PLAN
A-101	LEVEL 1 – PROPOSED FLOOR PLAN
A-112	LEVEL 1 – PROPOSED REFLECTED CEILING PLAN CEILING FINISH PLAN
E-000	ELECTRICAL GENERAL NOTES, SYMBOLS, AND ABBREVIATIONS
E-001	ELECTRICAL SPECIFICATIONS
E-002	ELECTRICAL SPECIFICATIONS
ED-101	ELECTRICAL DEMOLITION FLOOR PLAN
E-101	ELECTRICAL NEW FLOOR POWER PLAN

<u>Sheet number</u>	<u>Description</u>
E-111	ELECTRICAL NEW LIGHTING PLAN
E-112	ELECTRICAL LIGHTING PHOTOMETRICS
E-113	ELECTRICAL EGRESS PHOTOMETRICS
E-701	ELECTRICAL TITLE 24

SCHEDULES

Contract 1 – First District Court of Appeal Public Service Counter Tenant Improvement – is required to start construction no later than May 1, 2026.

Contract 2 – Supreme Court California Highway Patrol Tenant Improvement - is required to start construction no later than June 1, 2026.

END OF DOCUMENT

DOCUMENT 00 11 16

NOTICE TO BIDDERS / INVITATION FOR BID

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

Supreme Court and First District Court of Appeal Tenant Improvement Project (“Project”) at Earl Warren Building at the Ronald M. George State Office Complex, 350 McAllister Street, San Francisco, CA, Bldg. ID 70-A1 (“Court”) comprised of two tenant improvement scopes of work for which separate contracts will be issued. Any reference to “Contract” or “Contract Documents” shall be understood to encompass and apply to both of the contracts to be issued.

2. To submit a Bid for this Project, every Bidder **must** prequalify with Judicial Council by submitting the Prequalification Questionnaire (Document 00 32 00) to Judicial Council **before** submitting a Bid. **Prequalification with Judicial Council for other projects will NOT apply to this Project.** Judicial Council will receive Prequalification Questionnaires until **2:00 PM Pacific Time (“PT”), November 21, 2025**, at fs202503xc.soq@jud.ca.gov. The Judicial Council intends to inform Bidders of their prequalification status on or before December 12, 2025, by posting a list of prequalified Bidders on Judicial Council’s website at: <https://courts.ca.gov/policy-administration/bidders-solicitations>. **Bidders must review Judicial Council’s website to determine their prequalification status. The Judicial Council is NOT responsible for the failure of any Bidder to ascertain its prequalification status. Bids submitted by a Bidder that is not prequalified for this Project will be deemed nonresponsive. The Bid Form will be issued via email to those Bidders who have been prequalified, not less than five (5) days before Bid Opening.**
3. Bidders must submit Bids on or before **2:00 PM PT, December 29, 2025**. Bids must be submitted electronically via email to fs202503xc.soq@jud.ca.gov. (“Online Submittal”). Each Bidder will receive an electronic receipt of the Online Submittal. Judicial Council will publicly open the Bids and read aloud via Microsoft Teams at **2:00 PM PT, December 30, 2025**. The public Bid Opening via Microsoft Teams can be accessed via the link provided in the Schedule of Events section of the Cover Sheet.
4. Any claim by a Bidder of error in its Bid, or request for relief from its Bid, made **after** the time for opening of Bids must be made in compliance with Public Contract Code section 5100 et seq. 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.
5. The Project consists of:

The Project is comprised of two tenant improvement scopes of work. Two contracts will be issued:

- “Contract One (1)” is for a tenant improvement project at the public service counter and staff entry of the First District Court of Appeal office within the building. The scope of work includes new glazed security screen(s) incorporating speak-throughs, pass-throughs, and a new document transfer box at the existing counter, new glazing for the sidelights and transom at the existing staff entrance, new wood and glass infill at the existing staff entrance doors, new electronic security at the existing staff entrance doors, and relocating the HVAC diffusers at the existing fascia. All Contract One work is to be completed after-hours: 5:00PM – 2:00 AM. Contractor must complete all Contract One work within One Hundred and Twenty (120) consecutive calendar Days from the date specified in the Judicial Council’s Notice to Proceed. Contractor will forfeit and pay to Judicial Council five thousand three hundred and eighty dollars (\$5,380.00) per day as Liquidated Damages for each and every day’s delay beyond the Contract Time.
- “Contract Two (2)” is for a tenant improvement project for the Supreme Court California Highway Patrol office within the building. The scope of work includes demolition of two office walls, and power and lighting modifications. All Contract Two work is to be completed after-hours: 5:00PM – 2:00 AM. Contractor must

complete all Contract Two work within One Hundred and Twenty (120) consecutive calendar Days from the date specified in the Judicial Council's Notice to Proceed. Contractor will forfeit and pay to Judicial Council five thousand three hundred and eighty dollars (\$5,380.00) per day as Liquidated Damages for each and every day's delay beyond the Contract Time.

6. All Bids must be submitted on the Bid Form (Document 00 41 13) ("Bid Form") provided by Judicial Council. Each Bid must conform and be responsive to all pertinent Contract Documents (as defined in General Conditions, Document 00 70 00), including, but not limited to, the Instructions to Bidders (Document 00 21 13) ("Contract Documents"). **The Bid Form will be issued via email to those Bidders who have been prequalified, not less than five (5) days before Bid Opening.**
7. 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.

8. 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.
9. 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.
10. 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, within **TEN (10)** calendar days after the date of Judicial Council's issuance of Notice of Award (Document 00 45 00) ("Notice of Award") and Bidder's receipt of the documents from the Judicial Council, enter into a Contract with Judicial Council in the form of the Agreement set forth in Document 00 45 10 ("Agreement") for the performance of the work described in the Bid. The successful Bidder will forfeit its Bid Security if Bidder fails to execute the Agreement for the Project within **TEN (10)** calendar days of the issuance of the Notice of Award and Bidder's receipt of the documents from the Judicial Council.

11. The successful Bidder will be required to furnish a 100% Performance Bond (Document 00 61 14) and a 100% Payment Bond (Document 00 61 15) if it is awarded a Contract for the Project.
12. The successful Bidder may substitute securities for any monies withheld by Judicial Council to ensure performance under the Contract, in accordance with the provisions of section 10263 of the Public Contract Code.
13. 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.

14. 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.

15. Pre-Bid Conference (Mandatory). A mandatory Pre-Bid Conference will be held on **November 18, 2025, at 10:00 AM PT** to generally discuss this IFB. All Bidders are required to attend in order to submit a Bid. Although questions may be responded to verbally during the Pre-Bid Conference, only the Judicial Council's written responses to properly submitted questions via the Questions Submittal Form (Attachment 1) will be official and binding. The Pre-Bid Conference will be held on the date identified in the Schedule of Events section of the Cover Sheet and can be attended using the video platform meeting link provided after pre-registration.

Mandatory Pre-Bid Conference requirements:

- (1) Design Build Entities must click on the Pre-Bid Conference pre-registration link identified in the Schedule of Events to enter their contact information on the registration form. Registered parties will then receive an email confirmation which contains the Pre-Bid Conference meeting link. It is recommended that Design Build Entities register no less than 30 minutes prior to the Pre-Bid Conference start time.
 - (2) Design Build Entities should log in to the meeting on time and may not be admitted if late. Design Build Entities shall attend the entire duration of the mandatory Pre-Bid Conference.
16. Site Visit (Mandatory). A mandatory site visit will be held on **November 19, 2025, at 10:00 AM PT** at Earl Warren Building at the Ronald M. George State Office Complex, 350 McAllister Street, San Francisco, CA, ("Site Visit"). All participants are required to sign in at the start of the site visit with the Judicial Council Project Manager. 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.**
17. Contract Documents are available on November 5, 2025, for review at <https://courts.ca.gov/policy-administration/bidders-solicitations>.
18. The Judicial Council will award the Contract, if it awards it at all, to the lowest responsive, responsible Bidder based on:

The base bid amount, which consists of Bid Item No. 1 for First District Court of Appeal Clerk's Office Improvements & Bid Item No. 2 for Supreme Court California Highway Patrol Tenant Improvement.

19. 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 refuses or fails to execute the Contract, then Judicial Council may award the Contract to the third low Bidder.
20. 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 **TEN (10) 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 document and submit all documents, forms, and information required for the submission and consideration of a Bid.

Judicial Council will evaluate information submitted by the Bidder and award the Contract to the lowest responsible Bidder. 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 refuses or fails to execute the Contract, then Judicial Council may award the Contract to the third low Bidder.

1. **Contract Documents.** The Invitation for Bid (Document 00 11 16) ("Invitation for Bid"), the 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 (Document 00 70 00) ("General Conditions"). 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 Agreement (Document 00 45 10). Any reference to "Contract" or "Contract Documents" shall be understood to encompass and apply to both of the contracts expected to be issued for the Project.
2. **Project.** Bids are requested for the following project, as further described in the Contract Documents:

Supreme Court and First District Court of Appeal Tenant Improvement Projects ("Project")
3. **Mandatory Prequalification.** Every Bidder is required to prequalify for this Project with Judicial Council as set forth in the Invitation for Bid. **Bids from Bidders that do not prequalify will be deemed nonresponsive.**
4. **Sealed Bids.** Judicial Council will receive sealed Bids as indicated in the Invitation for Bid and each Bidder must ensure that its Bid complies with **all** of the following requirements:
 - a. Is submitted electronically as indicated in the Invitation for Bid. Electronic submission of the Bid 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.
5. **Withdrawal of Bids / Late Bids.** Any claim by a Bidder of error in its Bid, or request for relief from its Bid, made **after** the time for opening of Bids must be made in compliance with Public Contract Code section 5100 et seq. 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.
6. **Bid Opening.** Bids will be opened at or after the time indicated in the Schedule of Events section of the Cover Sheet.
7. **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) – NOT ATTACHED (Will be issued to those Bidders who prequalify)
 - Bid Bond (Document 00 43 13), unless Bidder will use alternative Bid Security
 - Designated Subcontractors List (Document 00 43 36)
 - Noncollusion Declaration (Document 00 43 40)

- Iran Contracting Act Certification (Document 00 43 50)
 - Fair Chance Employment Certification (Document 00 43 60)
 - Darfur Contracting Act Certification, or proof of permission to bid pursuant to Public Contract Code section 10477 (Document 00 43 70)
- a. **Bid Form.** Bidder must utilize the Bid Form and all other required Judicial Council forms. Bids not submitted on the Bid Form provided by Judicial Council will be deemed nonresponsive and not considered. **The Bid Form will be issued via email to those Bidders who have been prequalified, not less than five (5) days before Bid Opening.** 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-processed, or otherwise recreated versions of the Bid Form or other Judicial Council-provided documents.
- 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. **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.
- e. **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.
- f. **Fair Chance Employment Act Certification.** Bidder must submit the Fair Chance Employment Act Certification (Document 00 43 60) with its Bid. A Bid submitted without the Fair Chance Employment Act Certification will be deemed nonresponsive.
- g. **Darfur Contracting Act Certification.** Bidder must submit the Darfur Contracting Act Certification (Document 00 43 70) with it Bid, or proof of permission to bid pursuant to Public Contract Code section 10477. A Bid submitted without the Darfur Contracting Act Certification, or proof of permission to bid pursuant to Public Contract Code section 10477 as instructed in the certification, will be deemed nonresponsive.

8. Bidder Requirements.

- a. Bidder must be licensed with the license classification(s) identified in the Invitation for Bid at the time Bidder submits its Bid. Judicial Council will verify licensure either by confirming the license status with 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.
9. **Erasures.** The Bid must be clearly written without erasure or deletions. Judicial Council reserves the right to reject any Bid containing erasures or deletions.
 10. **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.
11. **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.

12. **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 Agreement. The DVBE Certification Participation Form (Document 00 45 55) must be submitted with a Bidder’s Bid and during the progress of the Work on Project as set forth in the Contract Documents.
13. **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 bidding. 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 and Special Conditions, if any. 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 interest, direct or indirect, that Bidder believes any representative of Judicial Council or other officer or employee of Judicial Council presently has or will have in the Contract or in the performance thereof or in any portion of the profits thereof.
- f. Bid prices must include 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.

14. **As-Built.** 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.
15. **Questions.** All questions about the meaning or intent of the Contract Documents must be directed in writing to Judicial Council to solicitations@jud.ca.gov by the deadline specified in the Schedule of Events section of the Cover Sheet. The Judicial Council’s response(s) to such questions will be issued in writing and posted on Judicial Council’s website at: <https://courts.ca.gov/policy-administration/bidders-solicitations>. Questions received after the deadline may not be answered. Only questions answered by formal written Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.
16. **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: <https://courts.ca.gov/policy-administration/bidders-solicitations>. **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.**
17. **Substitution for Specified Items.** The Bid will be based on products and systems specified in the Contract Documents or listed by name in Addenda. All requests for Substitution must comply with the requirements specified in the Invitation for Bid, General Conditions, the Specifications, and the following requirements:
 - a. **Request for Substitution Prior to Bid.**
 - (1) Time for Request. Judicial Council must receive any request for substitution a minimum of **SEVEN (7)** Days **before** the date of Bid opening.
 - (2) Information with Request. Requests for Substitutions must contain sufficient information to assess acceptability of the product or system and impact to Project, including, without limitation, the requirements specified in the General Conditions and the Specifications. Insufficient information will be grounds for rejection of that request.
 - (3) Effect of Denial of Request. Judicial Council’s denial of a Request for Substitution prior to the date of Bid opening will be conclusive, requiring Bidder to list only approved items. Judicial Council is not responsible and/or liable in any way for a Bidder’s damages and/or claims at all related to a Bidder

basing its Bid on any Request for Substitution that Judicial Council has not approved. Bidder's Bid will be deemed nonresponsive if it identifies a product or manufacturer of a non-approved substitution.

(4) Approvals. Approved substitutions will be listed in Addenda. Judicial Council reserves the right not to act upon Requests for Substitutions until after the date of Bid opening.

b. **Request for Substitution after Bid Award.** Substitutions may be requested after Project has been awarded in accordance with requirements specified in the Contract Documents.

18. **Alternates.** The Contract may include alternates. Alternates are defined as alternate products, materials, equipment, systems, methods, or major elements of the construction, that may, at Judicial Council's option, and under terms established in the Contract, be selected for the Work.

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 for Bid and these Instructions to Bidders. The Contractor awarded the Contract must execute and submit the following documents by **5:00 PM PT** on the **TENTH (10TH)** Day following receipt of the documents from the Judicial Council. Failure to properly and timely submit these documents entitles Judicial Council to, among other remedies, make a claim against awarded Contractor's Bid Bond or other Bid Security. The proceeds thereof will be retained by Judicial Council.

a. Agreement (Document 00 45 10). To be executed by successful Bidder. Judicial Council will submit the Agreement to the successful Bidder electronically via email. Bidder must sign and return the Agreement to Judicial Council at Contracts@jud.ca.gov by **5:00 PM PT** of the **TENTH (10TH) calendar day** following receipt of the Agreement from Judicial Council.

b. Certifications to be Completed by Contractor (Document 00 45 40).

c. Performance Bond (100%) (Document 00 61 14). On the form provided in the Contract Documents and fully executed as indicated on the form.

d. Payment Bond (100%) (Contractor's Labor and Material Bond) (Document 00 61 15). On the form provided in the Contract Documents and fully executed as indicated on the form.

e. 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 had 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 set forth in this section, 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. 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 by email to the following address: solicitations@jud.ca.gov. If the protest is hand-delivered, a receipt must be requested.
- (2) The protest must include: (i) the name, address, telephone 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.
- (3) 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.

d. Appeals Process.

- (1) 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 in writing and sent by certified, or registered mail, or overnight delivery service (with proof of delivery), or by email to the following address: solicitations@jud.ca.gov. If the appeal is hand-delivered, a receipt must be requested.
- (2) 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.

(3) 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.

(4) 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.

e. **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

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 (Document 00 70 00) 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 project manual 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) **Original Construction Drawings**
 - (2) **Hazardous Material Reports**

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 Site visits indicated in the Invitation for 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