DOCUMENT 00200
INSTRUCTIONS TO BIDDERS
ABBREVIATED EDITION

Bids are requested for a general construction contract, or work described in general, as follows:

1315 AIRPORT BOULEVARD TENANT IMPROVEMENTS
(MEZZANINE SYSTEM)

1. **RECEIPT OF BIDS.** Sealed Bids will be received at Owner's Office (see paragraph 3 of this Document 00200 and Document 00203 [Bid Submittal Vicinity Map]) on Tuesday, November 16, 2010. **Bids shall be due by 11:00 a.m.** Owner will accept Bids only from Bidders duly licensed in accordance with the California Business & Professions Code. Owner will receive Bids in an opaque sealed 10" x 13" envelope, containing the respective items described in paragraph 6 of this Document 00200. All Bid envelopes will be time-stamped to reflect their submittal time. Owner's staff will determine official time and will call out the specified time in the Bid reception area of Owner's Office. Owner will reject all Bids received after the specified time and will return such Bids to Bidders unopened. Bidders must submit Bids in accordance with this Document 00200.

2. **BID OPENING.** Owner will open all Bidders' envelopes at 11:00 a.m. on the date specified in paragraph 1 above, initially evaluate them for responsiveness, and determine an Apparent Low Bidder as specified herein.

3. **CONTACT INFORMATION.**

Mailing address:
Sonoma County Water Agency
404 Aviation Blvd.
Santa Rosa, CA 95403-9019

Office:
Sonoma County Water Agency
404 Aviation Boulevard
Santa Rosa, CA 95403

Project Engineer:
Cordel Stillman, P. E.
Phone: 707-547-1900
Fax: 707-524-3782

Website address:
www.sonomacountywater.org

4. **MANDATORY PRE-BID CONFERENCE AND SITE VISIT.** Owner will conduct a Pre-Bid Conference at 10:00 a.m. on Tuesday, October 26, 2010, at the Site to consider such matters as Bidders may request and a Pre-Bid Site Visit immediately following. A map showing the meeting place for the Pre-Bid Conference is included in Document 00201 (Pre-Bid Conference Vicinity Map). Bidders must attend Pre-Bid Conference and Site Visit and sign an attendance roster as a condition to bidding. The Pre-Bid Conference and Site Visit will last approximately one hour.

   Owner will issue Minutes of the Pre-Bid Conference to all planholders and attendees, which shall constitute the sole and exclusive record and statement of the results of the Pre-Bid Conference. The Minutes issued by Owner are not Contract Documents.

   Bidders will be provided the opportunity to investigate conditions or otherwise conduct invasive investigations, explorations, tests, or studies at the Pre-Bid Site Visit, subject to delivering an executed Document 00210 (Indemnity and Release Agreement) and providing an insurance certificate as described therein by noon of the Day prior to the Pre-Bid Site Visit. This

will be the Bidders' only opportunity to investigate conditions at the Site. Bidders who intend only to observe Site conditions and not conduct such examinations are not required to provide an executed Document 00210 (Indemnity and Release Agreement) or an insurance certificate for the Pre-Bid Site Visit. The Pre-Bid Site Visit is merely a showing of the Site and existing conditions, and will not provide an opportunity for Bidders to have questions answered. Bidders are encouraged, however, to submit written questions. Owner will transmit to all parties recorded as having received Bidding Documents such Addenda as Owner in its discretion considers necessary in response to written questions or questions arising at the Pre-Bid Conference. Bidding Documents will not be available at the Pre-Bid Site Visit.

Bidders shall not rely on oral statements. Oral statements will not be binding or legally effective.

5. BID SUBMISSION. Bidder should mark its Bid envelope on the outside with Bidder's name and the following:

BID FOR THE SONOMA COUNTY WATER AGENCY,
CONTRACT NUMBER 0-83-7#01A,
1315 AIRPORT BOULEVARD TENANT IMPROVEMENTS
(MEZZANINE SYSTEM)

Bids shall be deemed to include the written responses of the Bidder to any questions or requests for information of Owner made as part of Bid evaluation process after submission of Bid. Bidder's failure to submit all required documents strictly as required entitles Owner to reject the Bid as non-responsive. The submission of a Bid does not commit Owner to award a contract for the Project, to pay costs incurred in the preparation of a Bid, or to procure or contract for any goods or services.

6. REQUIRED CONTENTS OF BIDS. All Bidders must submit Bids containing the following fully executed documents supplied in this Project Manual, including without limitation:

A. Document 00400 (Bid Form) completed in accordance with the provisions of Document 00400.
B. Document 00411 (Bond Accompanying Bid). All Bidders choosing to submit a surety bond must submit it on the required form, Document 00411 (Bond Accompanying Bid). The surety bond shall be furnished by a surety authorized to do business in the State of California. As an alternative to a surety bond, Bidder may submit cash, a cashier's check, or certified check (certified without qualification and drawn on a solvent bank of the State of California or a National Bank doing business in the State of California). Bid security shall be not less than ten percent of the base Bid payable to the "Sonoma County Water Agency." Owner will reject as non-responsive any Bid submitted without the necessary Bid security. Owner may retain Bid security of other than the Apparent Low Bidder for a period of 60 Days after issuance of the Notice of Award. After award, Owner will return to the respective unsuccessful Bidders their Bid securities and Bid bonds.
C. Document 00420 (Bidder Registration Form) completed in accordance with the provisions of Document 00420.
D. Document 00430 (Subcontractors List) completed in accordance with the provisions of Document 00430.
E. Document 00481 (Non-Collusion Affidavit) completed in accordance with the provisions of Document 00481.

7. OTHER REQUIREMENTS PRIOR TO BIDDING. Submission of Bid signifies Bidder's careful examination of Bidding Documents and complete understanding of the nature, extent, and location of Work to be performed. As a condition to Bidding, Bidder must complete tasks listed in Document 00520 (Agreement), Article 5. Submission of Bid shall constitute Bidder's express representation to Owner that Bidder has fully completed these tasks.

8. EXISTING CONDITIONS DRAWINGS AND DATA. Bidders may examine any available existing conditions information (e.g., record documents, specifications, studies, drawings of previous work) and applicable environmental assessment information (if any) regarding the Project by giving Owner reasonable advance notice. Owner will make copies available for a fee. A Bidder must give five Days advance notice if copies are desired.

9. ADDENDA. Bidders must direct all questions about the meaning or intent of Bidding Documents to Owner (Attention: Project Engineer) in writing. Interpretations or clarifications considered necessary by Owner in response to such questions will be issued by Addenda mailed, faxed, emailed, or delivered to all parties recorded by Owner as having received Bidding Documents. Addenda will be written and will be issued to each Bidder to the address, fax number, or email supplied Owner by Bidder. Owner may not answer questions received less than fourteen Days prior to the date for opening Bids. Only questions answered by formal written Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.

A. Addenda may also be issued to modify the Bidding Documents as deemed advisable by Owner.
B. Addenda shall be acknowledged by number with signature in Document 00400 (Bid Form) and shall be part of the Contract Documents. A complete listing of Addenda may be secured from Owner.

10. SUBSTITUTIONS. Bidders must base their Bids on products and systems specified in Contract Documents or listed by name in Addenda.

A. Except as provided in paragraph 10.D of this Document 00200, Owner will consider substitution requests only for "or equal items." Bidders wanting to use "or equal" item(s) may submit Document 00660 (Substitution Request Form) no later than 14 Days prior to submitting their Bids. After that date, Owner will not accept "or equal" substitution requests. To assess "or equal" acceptability of product or system, submittals of substitutions shall contain the information required in Document 00660 (Substitution Request Form). Insufficient information will be grounds for rejection of substitution. Owner shall, within a reasonable period of time after having received a Request for Substitution, issue in writing its decision as to whether the proposed substitute item is an Equal item. Owner's decision shall be conclusive on all Bidders.
B. Approved substitutions shall be listed in Addenda and become part of the Contract Documents.
C. Substitutions may be requested after submitting Bids and Award of Contract only in accordance with requirements specified in the Contract Documents.
D. As further limitation on Bidder's privilege to substitute items, Owner has found that:
   1. Certain items are designated as Owner standards and certain items are designated to match existing items in use on a particular public improvement, either completed or in the course of completion. As to such items, Owner will not permit substitution. Owner will not permit substitutions for the following items:
      a. None.

2. Certain items are designated in order that a field test or experiment may be made to determine the product's suitability for future use. As to such items, Owner will not permit substitution. Owner will not permit substitutions for the following items:
   a. None.
3. Certain necessary items are only available from one source. As to such items, Owner will not permit substitution. Owner will not permit substitutions for the following items:
   a. None.

11. WAGE RATES. 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 State of California Department of Industrial Relations, are on file at Owner's Office and are deemed included in the Bidding Documents. Upon request, Owner will make available copies to any interested party. Copies are also available at www.dir.ca.gov/labor_law.html. Also, Contractor shall post the applicable prevailing wage rates at the Site.

12. WITHDRAWAL OF BIDS. Bidders may withdraw their Bids at any time prior to the Bid opening time fixed in this Document 00200, only by written request for the withdrawal of Bid filed with Owner. Bidder or its duly authorized representative shall execute request to withdraw Bid.

13. DETERMINATION OF APPARENT LOW BIDDER.

A. Apparent Low Bid will be based solely on the total amount of all Bid items based on assumptions contained in Document 00400 (Bid Form). All Bidders are required to submit Bids on all Bid items.
B. If any Apparent Low Bidder is determined to be non-responsive or non-responsible, Owner may proceed to the next Apparent Low Bidder's Bid pursuant to any procedures determined in its reasonable discretion, and proceed for all purposes as if this Apparent Low Bidder were the original Apparent Low Bidder.

14. BID EVALUATION. Owner may reject any or all Bids and waive any informalities or minor irregularities in the Bids. Owner also reserves the right, in its discretion, to reject any or all Bids and to re-Bid the Project. Owner reserves the right to reject any or all nonconforming, non-responsive, unbalanced, or conditional Bids, and to reject the Bid of any Bidder if Owner believes that it would not be in the best interest of Project to make an award to that Bidder, whether because the Bid is not responsive or the Bidder is unqualified or of doubtful financial ability or fails to meet any other pertinent standard or criteria established by Owner. For purposes of this paragraph, an "unbalanced Bid" is one having nominal prices for some Bid items and enhanced prices for other Bid items.

A. In evaluating Bids, Owner will consider Bidders' qualifications, whether or not the Bids comply with the prescribed requirements, unit prices, and other data, as may be requested in Document 00400 (Bid Form) or prior to the Notice of Award.
B. Owner may conduct reasonable investigations and reference checks of Bidder and other persons and organizations as Owner deems necessary to assist in the evaluation of any Bid and to establish Bidder's responsibility, commitment to project safety and ability to complete projects in a safe manner, qualifications, financial ability and ability to perform the Work in accordance with the Contract Documents to Owner's satisfaction within the prescribed time. Submission of a Bid constitutes Bidder's consent to the foregoing. Owner shall have the right to consider information provided by sources other than Bidder. Owner

shall also have the right to communicate directly with Bidder's surety regarding Bidder's bonds.

1. The following are minimum requirements for the Bidder to be found responsible to perform the Work:
   a. Five years experience as a continuously operating entity engaged in the performance of similar work.
   b. Mezzanine installation contractor shall:
      1) Be approved by the manufacturer
      2) Within the past five years completed three construction projects of a similar nature and complexity
   c. Mezzanine manufacturer shall have a minimum of five years experience in the design and fabrication of steel mezzanine systems.
2. Upon request from Owner, provide evidence of compliance with the requirements listed in paragraph 14.B.1 immediately above within one Business Day of request.

C. Discrepancies between the multiplication of units of Work and unit prices will be resolved in favor of the unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum. Discrepancies between written words and figures will be resolved in favor of the words.

15. BID PROTEST. Any Bid protest must be submitted in writing to Owner (Attention: Contract Administration/Inspection), before 3:30 p.m. of the fifth Business Day following opening of the Bidders' envelopes.

A. The initial protest document must contain a complete statement of the basis for the protest.
B. The protest must refer to the specific portion of the document that forms the basis for the protest.
C. The protest must include the name, address, and telephone number of the person representing the protesting party.
D. Only Bidders who Owner otherwise determines are responsive and responsible are eligible to protest a Bid; protests from any other Bidder will not be considered. In order to determine whether a protesting Bidder is responsive and responsible, Owner may evaluate all information contained in any protesting Bidder's Bid, and conduct the same investigation and evaluation as Owner is entitled to take regarding an Apparent Low Bidder.
E. The party filing the protest must concurrently transmit a copy of the initial protest document and any attached documentation to all other parties with a direct financial interest that may be adversely affected by the outcome of the protest. Such parties shall include all other Bidders who appear to have a reasonable prospect of receiving an award depending upon the outcome of the protest.
F. The procedure and time limits set forth in this paragraph are mandatory and are Bidder's sole and exclusive remedy in the event of Bid protest. Bidder's failure to comply with these procedures shall constitute a waiver of any right to further pursue the Bid protest, including filing a Government Code Claim or legal proceedings. A Bidder may not rely on a protest submitted by another Bidder but must timely pursue its own protest.

16. AWARD. If the Contract is to be awarded, it will be awarded to the lowest responsible responsive Bidder. Such Award, if made, will be made within 90 Days after day of Bid Opening.

17. POST-NOTICE OF AWARD REQUIREMENTS. Successful Bidder must execute and submit the following documents as indicated below.

A. Submit the following documents to Owner by 5:00 p.m. of the 20th Day following Notice of Award. Execution of Contract by Owner depends upon approval of these documents:
   1. Document 00520 (Agreement): To be executed by successful Bidder. Submit four originals, each bearing an original signature on the signature page and initials on each page.
   2. Document 00610 (Construction Performance Bond): To be executed by successful Bidder and surety, in the amount set forth in Document 00610 (Construction Performance Bond). Submit three originals. Liquidated Damages are described in Document 00520 (Agreement).
   3. Document 00620 (Construction Labor and Material Payment Bond): To be executed by successful Bidder and surety, in the amount set forth in Document 00620 (Construction Labor and Material Payment Bond). Submit three originals.
   4. Insurance certificates and endorsements required by Article 4 of Document 00700 (General Conditions). Submit one original set.
   5. The Guaranty in the form set forth in Document 00630 (Guaranty). Submit four originals, each bearing an original signature.

B. Owner shall have the right to communicate directly with Apparent Low Bidder's proposed performance bond surety, to confirm the performance bond. Owner may elect to extend the time to receive faithful performance and labor and material payment bonds.

C. Successful Bidder's failure to submit the documents required herein, in a proper and timely manner, entitles Owner to rescind its award and to cause Bidder's Bid security to be forfeited as provided herein.

18. **FAILURE TO EXECUTE AND DELIVER DOCUMENTS.** If Bidder to whom Contract is awarded, within the period described in paragraph 17 of this Document 00200, fails or neglects to execute and deliver all required Contract Documents and file all required bonds, insurance certificates, and other documents, Owner may, in its sole discretion, foreclose on Bidder's surety bond, or deposit Bidder's cashier's check or certified check for collection, and retain the proceeds thereof as liquidated damages for Bidder's failure to enter into the Contract Documents. Bidder agrees that calculating the damages Owner may suffer as a result of Bidder's failure to execute and deliver all required Contract Documents would be extremely difficult and impractical and that the amount of Bidder's required Bid security shall be the agreed and presumed amount of Owner's damages. In addition, upon such failure Owner may determine the next Apparent Low Bidder and proceed accordingly. Such Award, if made, will be made within 90 Days after opening of Bids.

19. **MODIFICATION OF COMMENCEMENT OF WORK.** Owner expressly reserves the right to modify the date for the Commencement of Work under the Contract and to independently perform and complete work related to the Project. Owner accepts no responsibility to Contractor for any delays attributed to its need to complete independent work at the Site.

20. **CONFORMED PROJECT MANUAL.** Following Award of Contract, Owner may prepare a conformed Project Manual reflecting Addenda issued during bidding, which will, failing objection, constitute the approved Project Manual.

21. **DEFINITIONS.** All abbreviations and definitions of terms used in this Document 00200 are set forth in Document 00700 (General Conditions) and Section 01420 (References and Definitions).

END OF DOCUMENT