

SANTA MARIA PUBLIC AIRPORT DISTRICT  
3217 Terminal Drive  
Santa Maria, CA 93455

NOTICE INVITING BIDS

DISTRICT OFFICE AIR CONDITIONING REPLACEMENT/ UPGRADE  
at the  
Santa Maria Public Airport

A-1 NOTICE IS HEREBY GIVEN that sealed bids will be received by the Santa Maria Public Airport District for furnishing all plant, labor, services, materials, tools, items, and facilities necessary therefore, as provided in the contract documents, for a project entitled "District Office Air Conditioning Replacement/ Upgrade" in strict accordance with the contract documents and plans and specifications on file at the office of the General Manager of the District, 3217 Terminal Drive, Santa Maria, California 93455.

A-2 DATE OF OPENING BIDS - Bids will be received at the office of the General Manager of the District until **2:00 P.M., Wednesday, April 27nd, 2016**, at which time and place the bids will be publicly opened and read aloud. Bids shall be made on forms furnished by the District.  
See further instructions below.

A-3 DESCRIPTION OF THE WORK/TYPE OF LICENSE - The work comprises the furnishing of all labor, equipment and materials to perform the following:

1. Remove existing multi-zone HVAC unit on roof.
2. Cap existing opening in roof.
3. Replace old unit with new variable refrigerant flow HVAC system; install 9 new fan coil units plus rooftop condensing unit.
4. Install new rooftop package HVAC unit.
5. Install new rooftop energy recovery ventilator.

at the District Office Air Conditioning Replacement/ Upgrade. The type of contractor's license required is General B.

A-4 AWARD OF CONTRACT - The District reserves the right, after opening bids, to reject any or all bids, or to make award to the lowest responsible bidder and reject all other bids, and/or to waive any informalities or irregularities in any bid which it may deem necessary in the best interests of the Santa Maria Public Airport District.

A-5 Mandatory Pre-Bid Job Walk is scheduled for 10:00 A.M, Thursday, April 14th, 2016. Meet at the Airport District office. Contractors interested in this project are required to attend this meeting as access to the work site is restricted, and the job walk is mandatory. The failure or omission of any bidder to receive or examine any

form, instrument, addendum, or other document, or its failure to visit and become acquainted with conditions at the site shall in no respect relieve the bidder from any obligation imposed by its proposal or by the contract. The submittal of a proposal shall be taken as prima facie evidence of compliance with all instructions contained herein.

A-6 SITE CONDITIONS - Each bidder shall carefully examine the drawings, read the specifications and other contract documents, and shall visit the site of the proposed work to become fully informed as to all existing conditions and limitations that may affect the execution of the work under the contract, and the bidder shall include in the prices bid, the cost of all incidentals and appurtenances.

A-7 PROJECT DETAILS –Project completion is approximately 100 days from notice to proceed.

Engineer's Estimate: Approx. \$210,000

Project Manager: Jim Williams; email jimw@ravatt-albrecht.com

A-8 SUBSTITUTION OF ELIGIBLE SECURITIES - Substitution of eligible securities, hereinafter defined, for any moneys of the contractor withheld by the District to ensure performance under the contract may be permitted pursuant to and in accordance with Section 22300 of the Public Contract Code. The term "eligible securities", as used herein, means and includes the securities listed in Section 16430 of the Government Code or bank or savings and loan certificates of deposit. At the request and expense of the contractor, eligible securities equivalent to the amount withheld shall be deposited with the District, or with a state or federally-chartered bank as the escrow agent, who shall pay such moneys to the contractor upon satisfactory completion of the contract. The contractor shall be the beneficial owner of any eligible securities substituted for moneys withheld and shall receive any interest thereon.

A-9 CERTIFIED CHECK OR BONDS - Each proposal must be accompanied by a certified or cashier's check, or by a corporate surety bond on the form furnished by the District, as a guarantee that the bidder will, if award is made to it in accordance with the terms of its proposal, promptly secure worker's compensation insurance and liability insurance, execute an agreement in the required form, and furnish satisfactory bonds for faithful performance of the contract and for payment of claims of material suppliers and laborers hereunder. Said check or bid bond shall be in an amount not less than ten percent (10%) of the amount of the bid. The faithful performance bond shall be not less than one hundred percent (100%) of the contract price, and the payment bond shall be not less than one hundred percent (100%) of the contract price. A faithful performance bond and a payment bond are only required for contracts in excess of \$25,000.

A-10 PREVAILING RATES OF WAGES - The minimum wages to be paid for labor shall be not less than the general prevailing per diem wage and rates for overtime and general holidays as determined by the Director of the Department of Industrial

Relations, State of California, pursuant to California Labor Code Sections 1770, 1773, and 1773.1, which wage rates are available for inspection at the District office.

A-11 CONTRACT DOCUMENTS - The form of plans and specifications, including contract documents and bonds, are available at the office of the District. For overnight or express delivery of contract documents, make the appropriate arrangements with your selected courier/service. Work shall commence within ten (10) working days after receiving written notice to proceed. The notice to proceed will be issued within ten (10) working days after the contractor awarded the contract has properly signed the contract documents and furnished the required bonds and insurance policies and certificates.

A-12 ADDRESS AND MARKING PROPOSAL - The envelope enclosing the proposal shall be sealed and addressed to the Santa Maria Public Airport District, Attention: Chris Hastert, General Manager, and delivered or mailed to 3217 Terminal Drive, Santa Maria, California 93455. The envelope shall be plainly marked in the upper left-hand corner with the name and address of the bidder and shall bear the words: "2016 Airport District Office Air Conditioning Replacement/ Upgrade" followed by the date and hour of the opening of bids. The certified or cashier's check, money order, or bid bond shall be enclosed in the same envelope with the proposal.

#### A-13 ADDENDUM SCHEDULE

Addenda, if issued, will be released on the following dates:

April 5th, 2016

April 22nd, 2016

**Last addendum, if issued, will be issued no later than 48 hours before bid date and time, and no later than April 20th, 2016.**

#### A-14 REQUESTS FOR INFORMATION (RFI'S)

Direct RFI's to the project manager;

Jim Williams

Ravatt-Albrecht and Associates

[jimw@ravatt-albrecht.com](mailto:jimw@ravatt-albrecht.com)

RFI's will be accepted in written form only. Project Manager will not answer technical questions verbally.

Last date and time that **Requests For Information** will be accepted is April 20th at 4:00 pm.

By order of the Santa Maria Public Airport District.

Dated: March 27th, 2016

SANTA MARIA PUBLIC AIRPORT DISTRICT

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By: Chris Hastert, General Manager

INSTRUCTIONS TO BIDDERS

1. FORM OF BID AND SIGNATURE.

(a) The proposal shall be submitted on the form attached hereto and shall be enclosed in a sealed envelope marked and addressed as hereinafter directed.

(b) If the proposal is made by an individual, it shall be signed and his full name and address shall be given; if it is made by a firm, it shall be signed with the partnership name by a member of the firm, who shall also sign his own name, and the name and address of each member shall be given; and if it is made by a corporation, the name of the corporation shall be signed by its duly authorized officer or officers attested by the corporate seal, and the names and titles of all officers of the corporation shall be given.

2. INTERPRETATION. Bidders shall promptly notify the Santa Maria Public Airport District ("District") of any doubt as to the true meaning of any requirement of plans or technical specifications, or of any discrepancies in, or omissions from, the plans or technical specifications, or of any ambiguity, inconsistency or error in the bidding and contract documents or of the site and local conditions. Bidders requiring clarification or interpretation of the plans and specifications or of the bidding or contract documents shall submit to the District Manager, at the address given in the bid proposal, a written request for an interpretation or correction thereof. The written request must be received at least seven (7) calendar days prior to the date fixed for opening of bids. The person making the request will be responsible for its prompt delivery.

Any interpretation, change or correction will be made by addendum. Interpretations, changes or corrections made in any other manner will not be binding, and bidders shall not rely upon such interpretations, changes or corrections. Interpretations or corrections will be made only by addenda to technical specifications or by dated revisions of plans with a copy of each addition or change being furnished, through the District, to each prospective bidder. Questions concerning the contract form, bonding requirements or similar documents shall be directed to the District Manager.

3. ADDENDA. Addenda will be mailed or delivered to all who are known by the District to have received a complete set of bidding documents. Copies of addenda will be made available for inspection wherever bidding documents are on file for that purpose. No addenda will be issued later than forty-eight hours prior to the date of bid opening, except an addendum, if necessary, postponing the date for receipt of bids or withdrawing the request for bids. Each bidder shall ascertain prior to submitting his bid that he has received all addenda issued, and he shall acknowledge their receipt in his bid.

4. PREPARATION OF THE PROPOSAL.

(a) Blank spaces in the proposal and bid sheet(s) shall be properly filled. The phraseology of the proposal must not be changed and no additions shall be made to the items mentioned therein. Unauthorized conditions, limitations, or provisions attached to a proposal will render it informal and may cause its rejection. Alterations by erasure or interlineation must be explained or noted in the proposal over the signature of the bidder. Alternative proposals will not be considered unless specifically provided for in the bidding sheet(s).

(b) A bidder may withdraw his proposal before the hour fixed for opening bids, without prejudice to himself, by submitting a written request to the District for its withdrawal, and his proposal will be returned to him unopened when reached in the procedure of opening bids. No proposal may be withdrawn after the hour fixed for opening bids without rendering the accompanying certified or cashier's check or bidder's bond subject to forfeiture as liquidated damages in like manner as in the case of failure to execute the contract after award, as hereinafter provided.

(c) No proposal received after the time named or at any place other than the place stated in the Notice Inviting Bids will be considered. All proposals will be opened and declared publicly. Bidders, their representatives, and others interested are invited to be present at the opening. The District reserves the right to waive any informality in any proposal, to reject any or all proposals and to make award to the lowest responsible bidder as the interest of the District may require. Where bonds are required, the bidder shall name in his bid the surety or sureties which have agreed to furnish said bonds.

5. REGISTRATION OF CONTRACTORS. Before submitting bids, contractors shall be licensed in accordance with the provisions of Chapter 9, Division 3, of the Business and Professions Code of the State of California.

6. LIST OF SUBCONTRACTORS FILED WITH BID. In accordance with the provisions of Sections 4100 through 4113, inclusive, of the Public Contract Code of the State of California, each bidder shall submit with his proposal the name and location of place of business of each proposed subcontractor who will perform work

or labor or render service to the principal contractor in an amount in excess of one-half of one percent of the principal contractor's bid, and shall state the portions of the work which will be done by each such subcontractor.

7. BIDDERS INTERESTED IN MORE THAN ONE BID. No person, firm, or corporation shall make, file, or be interested in more than one proposal for the same work unless alternative bids are specifically requested. A person, firm, or corporation who has submitted a subproposal to a bidder, or has quoted prices of materials to a bidder, is not hereby disqualified from submitting a subproposal or quoting prices to other bidders.

8. LOWEST RESPONSIBLE BIDDER. In selecting the lowest responsible bidder, consideration will be given not only to the financial standing, but also to the general competence of the bidder for the performance of the work covered by the proposal. To receive favorable consideration, a bidder may be required to present evidence that he has successfully performed similar work of comparable magnitude or submit other evidence satisfactory to the District that he or his associates are personally competent to manage the proposed undertaking and to carry it forward to a successful conclusion. Professional integrity and honesty of purpose shall be essential requirements. Each bidder must furnish, if required, a record of past performance and experience and show that his organization, capital and equipment are adequate for the successful prosecution of the required work and its completion within the time specified.

9. BID BOND OR CHECK. Each bidder shall submit with his bid an unconditional certified or cashier's check drawn on a solvent state or national bank, or a bidder's bond with a responsible corporate surety, on the form attached hereto, subject to the provisions of Article 12(c), hereof. Unless otherwise stated in the Agreement, said bid security or bidder's bond shall be in a sum not less than ten percent (10%) of the amount of the bid, and shall be made payable to the District as a guarantee that the bidder will, if any award is made to him in accordance with the terms of his proposal, promptly execute a contract in the required form, secure payment of workers' compensation, if required, and furnish satisfactory Performance and Payment Bonds and proof of insurance coverage.

10. LOCAL CONDITIONS.

(a) Bidders shall read the specifications, examine the drawings, and make their own estimates of the existing facilities and the difficulties which will attend the execution of the work called for by the proposed contract, including local conditions, uncertainty of weather, and all other contingencies.

(b) Bidders shall satisfy themselves by personal examination of the location of the proposed work, and by such other means as they may choose as to actual

conditions and requirements and as to the accuracy of the quantities stated in the bidding sheet(s). Information derived from maps, plans, specifications, profiles, or

drawings, or from the District Manager shall not relieve the bidder of this responsibility, and the interpretation of the data disclosed by borings or other preliminary investigations is not guaranteed by the District. District makes no representations or warranties as to physical conditions on or about the location of the proposed work.

11. EXECUTION OF CONTRACT. A bidder to whom award is made shall execute a written contract with the District on the form of agreement attached hereto, secure the payment of workers' compensation, and furnish good and approved bonds as required in the following paragraph, all in accordance with the provisions hereof within ten (10) days (not including Sundays and holidays) or such additional time as may be allowed by the District Manager from the date of the mailing of a notice from the District to the bidder, to the address given by him, of the acceptance of his proposal. If a bidder to whom award is made fails or refuses to enter into contract as herein provided, or to conform to any of the stipulated requirements in connection therewith, the money represented by his check or bidder's bond shall become the property of the District, the award will be annulled, and, at the discretion of the District, District may award the contract to the next lowest responsible bidder; and such bidder shall fulfill every stipulation embraced herein as if he were the party to whom the first award was made. A corporation to which an award is made may be required, before the contract is finally executed, to furnish evidence of its corporate existence, of its right to do business in California, and of the authority of the officer signing the contract and bonds for the corporation.

12. BONDS.

(a) Except as otherwise provided in the Notice Inviting Bids, a bidder to whom the contract is awarded shall, within the time mentioned in the preceding paragraph, furnish a bond with a responsible corporate surety or corporate sureties conditioned upon the faithful performance of the said bidder of all covenants and stipulations in the contract. Said bond, hereinafter referred to as the "Faithful Performance Bond", shall be in the form approved by the District and in the amount stipulated in the agreement or, if no amount is therein specified, then in an amount not less than 100 percent (100%) of the total amount payable under the contract.

(b) Within the time mentioned in the preceding paragraph, the bidder to whom the contract is awarded shall also furnish a Payment Bond, approved by the District, in accordance with the provisions of Civil Code Sections 3225-3226, inclusive, and Sections 3247-3252, inclusive. Unless otherwise specified in the agreement, said Payment Bond shall be in a sum not less than 100 (100%) percent of the total

amount payable by the terms of this contract, but not less than the sum prescribed by Section 3248 of the Civil Code, in any case.

(c) The surety or sureties on all bonds furnished must be satisfactory to the District. The party required to furnish bonds pursuant to these instructions shall furnish such bonds at his own cost and expense. The District reserves the right to reject any bond which is not in the form included in the contract documents or in another form substantially as prescribed by law.

13. **INSURANCE POLICIES AND BONDS.** Attention is invited to the provisions of the Insurance Code of the State of California with reference to the writing of insurance policies and bonds covering risks located in this state and the premiums and commissions thereon. A bidder to whom the contract is awarded shall furnish, at the time his bond or bonds are submitted for approval, satisfactory evidence that the requirements of said code have been observed.

14. **LIABILITY INSURANCE.** Before the contract is executed on behalf of the District, a bidder to whom the contract has been awarded shall furnish to the District a policy or certificate of protective liability insurance in which the District shall be named as an additional insured with the bidder. The policy shall insure the District, its officers and its employees; the bidder, his employees and his subcontractors and their employees, and their heirs, agents, and employees; while acting within the scope of their duties, against all claims arising out of or in connection with the work to be performed and shall remain in full force and effect until the work is accepted by the District. The policy shall provide for the limits stated in the agreement with the District.

15. **ASSIGNMENT OF CONTRACT.** No assignment by the Contractor of any contract to be entered into in accordance with the Notice Inviting Bids and these Instructions to Bidders, or any part thereof, or of funds to be received thereunder, will be recognized by the awarding authority unless such assignment has had the prior approval of the awarding authority and the surety has had notice of such assignment in writing and has given his written consent thereto.