



Antelope Valley College District

Business Services - Purchasing Office
3041 W. Avenue K | Lancaster, CA 93536-5426
661-722-6310 | purchasing@avc.edu

**REQUEST FOR PROPOSALS (RFP)
AND BID INFORMATION
FOR
RFP No. AVC2014/2015-24
ATHLETIC FIELD REPAIR PROJECT**

Bid due date/time: June 22, 2015, 1:00 p.m.

**Mandatory pre-bid conference/site visit: June 15, 2015, 10:00 a.m. at:
Antelope Valley College, Marauder Stadium
3041 W. Avenue K
Lancaster, CA 93536-5426**

To Prospective Offerors:

ATTENTION: PLEASE REVIEW THIS DOCUMENT IN ITS ENTIRETY AS SOON AS YOU RECEIVE IT.

No Offerors questions or requests for clarification will be accepted after the date specified in the **Instructions to Bidders**. The District reserves the right to reject any or all bids, to accept or to reject any one or more items on a bid, or to waive any irregularities or informalities in the bids or in the bidding process. If you wish to bid, your completed bid must be returned in a sealed envelope no later than the deadline as stated in the **Notice to Bidders**.

Please submit in writing all questions and requests for clarification as specified in the **Instructions to Bidders** to:

Mina I. Hernandez
Manager, Purchasing
Email: mihernandez@avc.edu

TABLE OF CONTENTS

COVER

TABLE OF CONTENTS

CONTRACT DOCUMENTS

Bid Information Documents

<u>Document</u>	<u>Title</u>
00 11 16	Notice to Bidders
00 21 13	Instructions to Bidders
00 72 13	General Conditions
00 73 13	Supplementary Conditions
00 73 56	Hazardous Materials Procedures and Requirements

Bid Submittal Documents

<u>Document</u>	<u>Title</u>
00 41 13	Bid Form and Proposal
00 43 13	Bid Bond
00 43 36	Designated Subcontractors List
00 45 01	Site Visit Certification
00 45 19	Noncollusion Declaration
00 45 26	Workers Compensation Certification
00 45 46.01	Prevailing Wage and Related Labor Requirement Certification
00 45 46.02	Drug Free Workplace Certification
00 45 46.03	Tobacco Free Environment Certification
00 45 46.04	Hazardous Materials Certification

Execution of Contract Documents

<u>Document</u>	<u>Title</u>
00 51 00	Notice of Award
00 52 13	Agreement
00 55 00	Notice to Proceed
00 56 00	Escrow of Bid Documentation
00 61 13.13	Performance Bond
00 61 13.16	Payment Bond

NOTICE TO BIDDERS

Notice is hereby given that the governing Board ("Board") of the Antelope Valley Community College District ("District" or "Owner") will receive sealed bids for the following project ("Project"):

**ATHLETIC FIELD REPAIR PROJECT
RFP No. AVC2014/2015-24**

Submittal of Bids. Sealed Bids must be received by, but not later than, **1:00 p.m. on Monday, June 22, 2015.** To assure consideration, all proposals shall be made on the RFP Forms included or as directed. To facilitate the evaluation process, one (1) original of the proposal shall be provided along with two (2) additional copies. All proposals shall be written in ink or typed on 8½" x 11" paper. Mistakes may be crossed out and corrections made adjacent, however, each correction must be initialed by the person signing the proposal.

Delivered proposals shall be enclosed and sealed in an envelope or container clearly marked **ATHLETIC FIELD REPAIR PROJECT RFP No. AVC2014/2015-24**, and addressed to Antelope Valley Community College District, Business Services-Purchasing Department. Proposals may be delivered in one of the following methods:

Hand-delivered to:

Antelope Valley Community College District
Business Services-Purchasing Department
Attention: Manager, Purchasing
3041 West Avenue K
Lancaster, CA 93536-5426

U.S. Postal Service, UPS, FedEx, or other common carrier delivered to:

Antelope Valley Community College District
Business Services-Purchasing Department
Attention: Manager, Purchasing
3041 West Avenue K
Lancaster, CA 93536-5426

EMAILED, FAXED OR TELEPHONIC PROPOSALS WILL NOT BE ACCEPTED.

PROPOSALS DELIVERED TO OTHER THAN THE ABOVE STATED ADDRESSES, OR RECEIVED AFTER THE SCHEDULED SUBMITTAL DEADLINE, WILL BE REJECTED AND RETURNED UNOPENED TO THE OFFEROR UNOPENED. It is the Offeror's sole responsibility to ensure that his/her proposal, inclusive of any or all addenda, is received to the proper place at the proper time. Postmarks will not validate proposals, which arrive after the deadline date/time listed above. Any proposal received after the scheduled closing time for receipt of proposals will be returned to the Offeror unopened.

Opening of Bids. Sealed bids will be opened publicly and Offeror's names read aloud at **2:00 p.m. on June 22, 2015** at Antelope Valley College, 3041 West Avenue K, Administration building, room 124, Lancaster, CA 93536-5426.

Proposals may be withdrawn by submitting a written request. Such written request must be delivered to the place stipulated in the RFP prior to the scheduled closing time for receipt of proposals.

Any claim by a Bidder of error in its bid must be made in compliance with section 5100 et seq. of the Public Contract Code. It is the Bidder's responsibility to ensure timely delivery to the specified location. Any bid that is submitted after this time shall be non-responsive and returned to the Bidder.

Project Details. The Project consists of, but is not limited to, the following:

1. Introduction and General Information.

On or around February 2008, the District had a 14mm Mondo FTX synthetic nine-lane running track, long jump/triple jump runways & "D" areas installed by Sports Surfacing Distributing, Inc., an authorized Distributor of Mondo flooring products. The project was known as the "West Campus Expansion Project Phase 1C- #05-164". After the initial installation, there was approximately 300 Sq. Ft. of 14mm Mondo FTX remaining, which the District has kept in storage at its Warehouse. The standard five (5) year warranty has expired. The track is now showing some wear and needs repair by an authorized Mondo installer utilizing the existing inventory of Mondo track on or before August 2, 2015, before the athletic season begins. Contractor is required to have full knowledge and understanding of all specifications and general provisions of the bidding documents and related foundation and utilities work.

2. Project Description and Constraints on the Contractor.

- Repair, replace and install 14mm Mondo FTX synthetic surfacing to sections of high stress areas of track and D Zone with noticeable tears and bubbles utilizing current inventory of Mondo synthetic surfacing, unless it is determined during the site visit and inspection of said inventory that inventory is not viable
- The surface shall be pre-fabricated rubber sheet product by Mondo USA, Inc., 1100 E. Hector Street, Suite 160, Conshohocken, PA 19428, 800-361-3747, mondo@mondousa.com. No substitutions will be accepted. Product is the Class I IAAF certified Mondo Super X Track Surfacing. Owner provided (see above)
- Thickness: 14 mm Mondo FTX
- Width: Synthetic surfacing material to be of width and length to minimize joints in all areas. Use lane width synthetic material in lanes with side joints under lane marking and a minimum number of head joints. Use full width material with no side joints in runways
- Adhesive: Synthetic surfacing material adhesive shall be a two-part polyurethane or epoxy adhesive as recommended by Mondo
- Material for all cracks and patches shall be an approved material compatible with the specified surfacing. Specified material shall be per Mondo's specification
- Finishing surface shall have a flat matte finish
- Repaint and restripe entire track and field event areas
- Line markings:
 - Shall be a paint approved by Mondo manufacturer and guaranteed to last a minimum of one year;

- General line markings of the track and field events shall be spray applied, using only paint, primers and finishes supplied and guaranteed by the approved manufacturer and/or supplier; and
- All markings shall be spray applied under the direction of a qualified line marker, which meet the NFHS rules and regulations. The line marker shall be approved by Mondo and experienced in the layout of track and field markings.
- All markings shall be in accordance with the rules of the NFHS and shall be certified for accuracy.
- The track markings and layout must meet NFHS requirements and the requirements of the drawings and specifications
- Wash/Clean entire track
- No modification of the requirements will be allowed

3. Contractor Personnel Requirements.

- Must be an authorized & certified Mondo installer/contractor
- Must be a licensed Contractor registered with the DIR pursuant to Labor Code 1725.5 (see SB 854)

4. Contractor Responsibilities. The following information shall be submitted by the Contractor with the bid documents:

- Shall have a current California Multiple Award Scheduled (CMAS) contract for any needed additional product(s)
- Standard printed specifications of the synthetic surfacing system material that is being installed
- Temperature/climatic conditions limiting quality of installation and verify that work will be completed on or before August 2, 2015. If weather and climatic conditions are having or will have an adverse effect on work to field, work shall be delayed until the adverse condition has passed as mutually coordinated by the Owner and Contractor
- Provide a five (5) year manufacturer's warranty against workmanship, installation and materials on the synthetic surface
- All machinery and materials used must be only those approved by the Owner and the approved manufacturer of Mondo synthetic surfacing material
- Submit an affidavit attesting that the surfacing materials to be installed meets the requirements defined in the manufacturers currently published specifications and any modifications outlined in these technical specifications prior to the commencement of any work

5. District Responsibilities.

- Supply waste disposal services at no charge to Contractor
- Prepare the existing track surface prior to Contractor's arrival at site to ensure clean and free of any debris
- Enforce adequate procedure to prohibit access to the area to any individual other than members of Contractor's crew throughout the performance of the installation work

6. Evaluation of Contractor Performance.

- Codes and standards follow the current guidelines set forth by the International Association of Athletic Federations (IAAF) and the National Federation of State High School Associations (NFHS).

Where discrepancies are noted between these various governing bodies, the rules of the NFHS shall be enforced

- All material shall be guaranteed to the extent that the surfacing:
 - Has been applied in accordance with these and the manufacturer's specifications;
 - Will hold fast and/or adhere to the asphalt, concrete, edging, filler and patches or overlay materials;
 - Will perform as specified in these specifications and the specifications of the product manufacturer in the current standard product information literature and specifications sheets, and
 - Is Ultra-Violet resistant and will not de-laminate, bubble, blister, fade, crack or wear excessively during the guarantee period.

7. Reporting Requirements and Procedures.

- Contractor shall develop a network plan and schedule for the project demonstrating complete fulfillment of all contract requirements, shall keep the network plans up to date and shall utilize the Critical Path Method (CPM) in planning, coordinating, performing and reporting the work under this contract, including all activities of Subcontractors, equipment vendors, and suppliers, and in assisting District and District's Executive Director of Facilities in monitoring the progress of the Work. Prepare the schedule as a time-scaled CPM network showing continuous flow from left to right. Durations and specific calendar dates shall be clearly and legibly shown for the start and finish of each work activity in sufficient detail to demonstrate logical planning for the Work and to represent a practical plan to complete the Work within the Contract Time.
- Submit an initial contract schedule no later than three (3) days after the Notice to Proceed has been issued. Contractor shall also submit an electronic copy of this document. The initial contract schedule shall include but not be limited to:
 - A legend of scheduled activities.
 - Scheduled work activities that clearly indicate the scope of work to be completed.
 - Major milestones, which are critical to the completion of the work, including but not limited to the following: NTP date; mobilization; coordination review and detailing activities; contractor quality control review activities; substantial completion and contract completion.
 - Major work activity categories to be included in the Initial Contract Schedule.
 - Submittals Section, containing submission, review, procurement and delivery of all project materials.
 - OFCI/OFOI items.
 - Substantial Completion.
 - Punch list formulation and correction.
 - Contractor closeout documentation and training.
 - Contractor punch list corrective work.
 - Demobilization and project completion.
 - Inclement weather days.
 - Calendar designations identifying all holidays and non-working days.
- Once approved by District, Contractor's final contract schedule shall be used by Contractor for executing the Work of the Contract, including planning, organizing and directing the Work, and reporting its progress until subsequently revised. No unilateral changes shall be made to the schedule without the prior approval and consent of the District, excepting only the reporting of Actual Start, Actual Finish, and Activity Progress.

- Contractor shall submit an updated schedule to District at the end of each day to document actual progress made to date, activities started and completed to date, and the percentage of work completed to date on each activity started but not completed.
- Upon completion of the joint review, Contractor shall prepare the updated Baseline Schedule and submit it to District.
- Contractor agrees, whenever it becomes apparent from the current updated schedule that the contract completion date will not be met, it will take some or all of the following actions, as approved by District, at no additional cost to District:
 - Increase construction manpower in such quantities and crafts as will substantially eliminate the backlog of work. Also, increase material, equipment and other items as required.
 - Increase the number of working hours per shift, shifts per working day, working days per week, or the amount of construction equipment, or any combination of the foregoing, sufficiently to substantially eliminate the backlog of work.
 - Reschedule activities to achieve maximum practical concurrence of accomplishment of activities.

Site Visit. A mandatory pre-bid conference and site visit will be held on **June 15, 2015**, at **10:00 a.m.** sharp, meeting at Antelope Valley College, Marauder Stadium, 3041 W. Avenue K, Lancaster, California. The site visit is expected to take approximately one (1) hour. Failure to attend will render a Bidder ineligible.

Contractor's License Classification. The Bidder is required to possess the following State of California Contractor License: "B". The Bidder's license(s) must remain active and in good standing throughout the term of the Contract.

Bid Form. All bids shall be on the form provided by the District. Each bid must conform and be responsive to all pertinent Contract Documents, including, but not limited to, the Instructions to Bidders.

Bid Bond. A bid bond by an admitted surety insurer on the form provided by the District, cash, or a cashier's check or a certified check, drawn to the order of the Antelope Valley Community College District, in the amount of ten percent (10%) of the total bid price, shall accompany the Bid Form and Proposal, as a guarantee that the Bidder will, within six (6) calendar days after the date of the Notice of Award, enter into a contract with the District for the performance of the services as stipulated in the bid.

Bonds. The successful Bidder shall be required to furnish a 100 % Performance Bond and a 100% Payment Bond if it is awarded the contract for the Work. The costs associated with providing these Bonds must be included in the total amount of the bid as submitted by the Bidder.

Prevailing Wage Rates. The Contractor and all Subcontractors under the Contractor shall pay all workers on all work performed pursuant to this Contract 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, for the type of work performed and the locality in which the work is to be performed within the boundaries of the District, pursuant to sections 1770 et seq. of the California Labor Code. Prevailing wage rates are also available on the Internet at: <<http://www.dir.ca.gov>>.

Labor Compliance Monitoring. This Project is subject to labor compliance monitoring and enforcement by the Compliance Monitoring Unit of the Department of Industrial Relations pursuant to Labor Code sections 1771.55 and 1771.75 and subject to the requirements of section 16450 et seq. of Title 8 of the California Code of Regulations. Contractors and subcontractors must register as Public Works Contractors with the Department

of Industrial Relations. The Contractor and all Subcontractors under the Contractor shall furnish certified payroll records directly to the Labor Commissioner weekly and within ten (10) days of any request by the District or the Labor Commissioner in accordance with section 16461 of the California Code of Regulations. The successful Bidder shall comply with all requirements of Division 2, Part 7, Chapter 1, of the Labor Code commencing with section 1771.5.

Bid Documents. One Drawing, Specification and Contract Document set will be furnished, free of charge, per Contractor attending the Mandatory Pre-Bid Conference. Additional sets may be obtained at the District Business Office at a refundable cost of \$50.00 per set.

Award of Contract. The District shall award the Contract, if it awards it at all, to the lowest responsive responsible bidder based on the base bid amount only.

Waiver of Irregularities. The Board reserves the right to reject any and all bids and/or waive any irregularity in any bid received. If the District awards the Contract, the security of unsuccessful Bidder(s) shall be returned within sixty (60) days from the time the award is made. Unless otherwise required by law, no Bidder may withdraw its bid for ninety (90) days after the date of the bid opening.

END OF DOCUMENT

INSTRUCTIONS TO BIDDERS

Contractors shall follow the instructions in this document, and shall submit all documents, forms, and information required for consideration of a Bid.

Antelope Valley Community College District (“District” or “Owner”) will evaluate information submitted by the apparent low Bidder and, if incomplete or unsatisfactory to District, Bidder's bid may be rejected at the sole discretion of District.

1. **Project.** Bids are requested for a general construction contract, or work described in general, for the following project.

ATHLETIC FIELD REPAIR PROJECT RFP No. AVC2014/2015-24

2. **Bids.** District will receive sealed Bids from Bidders as stipulated in the Notice to Bidders.
3. **Bid Form.** Bidders must submit Bids on the Bid Form and Proposal and all other required District forms. Bids not submitted on the District's required forms shall be deemed non-responsive and shall not be considered. Additional sheets required to fully respond to requested information are permissible.
4. **Required Documents.** Bidders must supply all information required by each Bid Document. Bids must be full and complete. District reserves the right in its sole discretion to reject any Bid as non-responsive as a result of any error or omission in the Bid.

Bidders must complete and submit all of the following documents with the Bid Form and Proposal:

- **The Bid Bond (on the District's form) or other security**
 - **The Designated Subcontractors List**
 - **The Site-Visit Certification**
 - **The Noncollusion Declaration**
 - **Workers Compensation Certification**
 - **Prevailing Wage and Related Labor Requirement Certification**
 - **Drug-Free Workplace Certification**
 - **Tobacco-Free Environment Certification**
 - **Hazardous Materials Certification**
5. **Bid Security.** Bidders must submit with their Bids cash, a cashier's check or a certified check payable to District, or a bid bond by an admitted surety insurer, of not less than ten percent (10%) of amount of base Bid, plus all additive alternates. If Bidder chooses to provide a Bid Bond as security, Bidder must use the required form of corporate surety provided by District (Document 00 43 13 Bid Bond). The Surety on Bidder’s Bid Bond must be an insurer admitted in the State of California and authorized to issue surety bonds in the State of California. Bids submitted without necessary bid security will be deemed non-responsive and will not be considered. **Bids submitted without necessary bid security will be deemed non-responsive and will not be considered.**
 6. **Failure to Contract.** If Bidder to whom Contract is awarded shall for **Six (6) calendar days** after the date of the Notice of Award, fail or neglect to enter into Contract and submit required bonds, insurance

certificates, and all other required documents, District may deposit Bid Bond, cash, cashier's check, or certified check for collection, and proceeds thereof may be retained by District as liquidated damages for failure of Bidder to enter into Contract, in the sole discretion of District. It is agreed that calculation of damages District may suffer as a result of Bidder's failure to enter into the Contract would be extremely difficult and impractical to determine and that the amount of the Bidder's required bid security shall be the agreed and conclusively presumed amount of damages.

7. **Designated Subcontractors List.** Bidders must submit with the Bid the Designated Subcontractors List for those subcontractors who will perform any portion of Work, including labor, rendering of service, or specially fabricating and installing a portion of the Work or improvement according to detailed drawings contained in the plans and specifications, in excess of one half of one percent (0.5%) of total Bid. **Failure to submit this list when required by law shall result in Bid being deemed non-responsive and the Bid will not be considered.**
8. **Pre-Bid Site-Visit.** **If a mandatory pre-bid conference and site visit ("Site Visit") is requested as referenced in the Notice to Bidders, then Bidders must submit the Site-Visit Certification with their Bid.** District will transmit to all prospective Bidders of record such Addenda as District in its discretion considers necessary in response to questions arising at the Site Visit. Oral statements shall not be relied upon and will not be binding or legally effective. Addenda issued by the District as a result of the Site Visit, if any, shall constitute the sole and exclusive record and statement of the results of the Site Visit.
9. **Noncollusion Declaration.** Bidders shall submit the Noncollusion Declaration with their Bids. **Bids submitted without the Noncollusion Declaration shall be deemed non-responsive and will not be considered.**
10. **No Erasures or Deletions.** Bids shall be clearly written without erasure or deletions. **District reserves the right to reject any Bid containing erasures or deletions.**
11. **No Modifications.** Bidders shall not modify the Bid Form and Proposal or qualify their Bids. Bidders shall not submit to the District a scanned, re-typed, word-processed, or otherwise recreated version of the Bid Form and Proposal or other District-provided document.
12. **Prevailing Wage.** The Bidder and all Subcontractors under the Contractor shall pay all workers on all work performed pursuant to this Contract 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, for the type of work performed and the locality in which the work is to be performed within the boundaries of the District, pursuant to sections 1770 et seq. of the California 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 State of California Department of Industrial Relations, are available upon request at the District's principal office. Prevailing wage rates are also available on the internet at <http://www.dir.ca.gov>. Contractors and subcontractors must register as Public Works Contractors with the Department of Industrial Relations.
13. **Examination of Contract Documents and Understandings.** **Submission of Bid signifies careful examination of Contract Documents and complete understanding of the nature, extent, and location of Work to be performed.** Bidders must complete the tasks listed below as a condition to bidding, and

submission of a Bid shall constitute the Bidder's express representation to District that Bidder has fully completed the following:

- a. Bidder has visited the Site, if required, and has examined thoroughly and understood the nature and extent of the Contract Documents, Work, 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 has conducted or 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 Sum, 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 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 the District 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 the District is acceptable to Bidder;
- e. Bidder has made a complete disclosure in writing to the District of all facts bearing upon any possible interest, direct or indirect, that Bidder believes any representative of the District or other officer or employee of the District presently has or will have in this Contract or in the performance thereof or in any portion of the profits thereof;
- f. Bidder must, prior to bidding, perform the work, investigations, research, and analysis required by this document and that Bidder represented in its Bid Form and Proposal and the Agreement that it performed prior to bidding. Contractor under this Contract is charged with all information and knowledge that a reasonable bidder would ascertain from having performed this required work, investigation, research, and analysis. Bid prices must include entire cost of all work "incidental" to completion of the Work.
- 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, District only warrants, and Contractor may only rely, on the accuracy of limited types of information.
 - (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 Contractor is required to make such verification as a condition to bidding. In submitting its Bid, Contractor shall rely on the results of its own independent investigation. In submitting its Bid, Contractor shall not rely on District-supplied information regarding above-ground conditions or as-built conditions.

- (2) As to any subsurface condition shown or indicated in the Contract Documents, Contractor 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. District is not responsible for the completeness of such information for bidding or construction; nor is District responsible in any way for any conclusions or opinions of Contractor drawn from such information; nor is the District responsible for subsurface conditions that are not specifically shown (for example, District is not responsible for soil conditions in areas contiguous to areas where a subsurface condition is shown).

h. Conditions Shown in Reports and Drawings Supplied for Informational Purposes: Reference is made to the document entitled Geotechnical Data, and the document entitled Existing Conditions, for identification of:

- (1) Subsurface Conditions: Those reports of explorations and tests of subsurface conditions at or contiguous to the 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 Site that has been utilized by Architect in preparing the Contract Documents.
- (3) These reports and drawings are **not** Contract Documents and, except for any “technical” data regarding subsurface conditions specifically identified in Geotechnical Data and Existing Conditions, and underground facilities data, Contractor may not in any manner rely on the information in these reports and drawings. Subject to the foregoing, Contractor must make its own independent investigation of all conditions affecting the Work and must not rely on information provided by District.

14. **As-Built Drawings.** Bidders may examine any available “as-built” drawings of previous work by giving District reasonable advance notice. District will not be responsible for accuracy of “as-built” drawings. The document entitled Existing Conditions applies to all supplied “as-built” drawings.

15. **Questions.** All questions about the meaning or intent of the Contract Documents are to be directed in writing to Mina Hernandez, Manager-Purchasing at mihernandez@avc.edu. Interpretations or clarifications considered necessary by the District in response to such questions will be issued in writing by Addenda faxed, mailed, or delivered to all parties recorded by the District as having received the Contract Documents. Questions must be received by no later than **June 18, 2015**. The District will respond to all questions by no later than **June 19, 2015**. Only questions answered by formal written Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.

16. **Addenda.** Addenda may also be issued to modify other parts of the Contract Documents as deemed advisable by the District.

17. **Acknowledgment of Addenda.** Each Bidder must acknowledge each Addendum in its Bid Form and Proposal by number or its Bid shall be considered non-responsive. Each Addenda shall be part of the Contract Documents. A complete listing of Addenda may be secured from the District.
18. **Materials.** Bids shall be based on products and systems specified in Contract Documents or listed by name in Addenda. Whenever in the Specifications any materials, process, or article is indicated or specified by grade, patent, or proprietary name, or by name of manufacturer, that Specification shall be deemed to be followed by the words "or equal." Bidder may, unless otherwise stated, offer any material, process, or article that shall be substantially equal or better in every respect to that so indicated or specified. The District is not responsible and/or liable in any way for a Contractor's damages and/or claims related, in any way, to that Contractor's basing its bid on any requested substitution that the District has not approved. Contractors and materials suppliers who submit requests for substitutions prior to the award of the Contract must do so in writing and in compliance with Public Contract Code section 3400. All requests must comply with the following:
- a. District must receive any request for substitution a minimum of **Ten (10) calendar days** prior to bid opening.
 - b. Within Five (5) days after the date of the Notice of Award, the Successful Bidder shall submit data substantiating a request for substitution containing sufficient information to assess acceptability of product or system and impact on Project, including, without limitation, the requirements specified in the Special Conditions and the Specifications. Insufficient information shall be grounds for rejection of substitution.
 - c. Approved substitutions shall be listed in Addenda. **District reserves the right not to act upon submittals of substitutions until after bid opening.**
 - d. Substitutions may be requested after Contract has been awarded only if indicated in and in accordance with requirements specified in the Special Conditions and the Specifications.
19. **Submittal of Bids.** All Bids must be sealed, and marked with name and address of the Bidder in the upper left corner. The sealed bid label provided by the District is to be placed in the lower left corner of the envelope. Bids will be received as indicated in the Notice to Bidders, Document 00 11 16.
- a. Mark envelopes with the name of the Project.
 - b. Bids must be submitted to Antelope Valley Community College District, Business Services-Purchasing Department by the date and time shown in the Notice to Bidders.
 - c. Bids must contain all documents as required herein.
 - d. **It is the sole responsibility of the bidder to see that its bid is received at the proper time and place.** Any bid received after the scheduled closing time for receipt of bids will be returned to the bidder unopened.
20. **Bid Opening.** Bids will be opened at or after the time indicated for receipt of bids.

21. **Alternates.** This Contract may include alternates. Alternates are defined as alternate products, materials, equipment, systems, methods, or major elements of the construction, that may, at the District's option and under terms established in the Contract and pursuant to section 20103.8 of the Public Contract Code, be selected for the Work.
22. **Award of Contract.** The District shall award the Contract, if it awards it at all, to the lowest responsive responsible bidder, if any, based on the criteria as indicated in the Notice to Bidders. In the event two or more responsible bidders submit identical bids, the District shall select the Bidder to whom to award the Contract by lot.
23. **Time for Completion.** District may issue a Notice to Proceed within **Three (3)** months from the date of the Notice of Award. Once Contractor has received the Notice to Proceed, Contractor shall complete the Work within the period of time indicated in the Contract Documents.
 - a. In the event that the District desires to postpone issuing the Notice to Proceed beyond this three-month period, it is expressly understood that with reasonable notice to the Contractor, the District may postpone issuing the Notice to Proceed.
 - b. It is further expressly understood by Contractor that Contractor shall not be entitled to any claim of additional compensation as a result of the postponement of the issuance of the Notice to Proceed beyond a three-month period. If the Contractor believes that a postponement of issuance of the Notice to Proceed will cause a hardship to the Contractor, the Contractor may terminate the Contract. Contractor's termination due to a postponement beyond this three-month period shall be by written notice to District within **Ten (10)** calendar days after receipt by Contractor of District's notice of postponement.
 - c. It is further understood by the Contractor that in the event that Contractor terminates the Contract as a result of postponement by the District, the District shall only be obligated to pay Contractor for the Work that Contractor had performed at the time of notification of postponement and which the District had in writing authorized Contractor to perform prior to issuing a Notice to Proceed.
 - d. Should the Contractor terminate the Contract as a result of a notice of postponement, District shall have the authority to award the Contract to the next lowest responsive responsible bidder.
24. **Submission of Final Documents.** **The Bidder to whom Contract is awarded shall execute and submit the following documents by 3:00 p.m. of the Sixth (6TH) calendar day following the date of the Notice of Award. Failure to properly and timely submit these documents entitles District to reject the bid as non-responsive.**
 - a. Agreement: To be executed by successful Bidder. Submit four (4) copies, each bearing an original signature.
 - b. Escrow of Bid Documentation: This must include all required documentation. See the document Escrow of Bid Documentation for more information.
 - c. Performance Bond (100%): On the form provided in the Contract Documents and fully executed as indicated on the form.

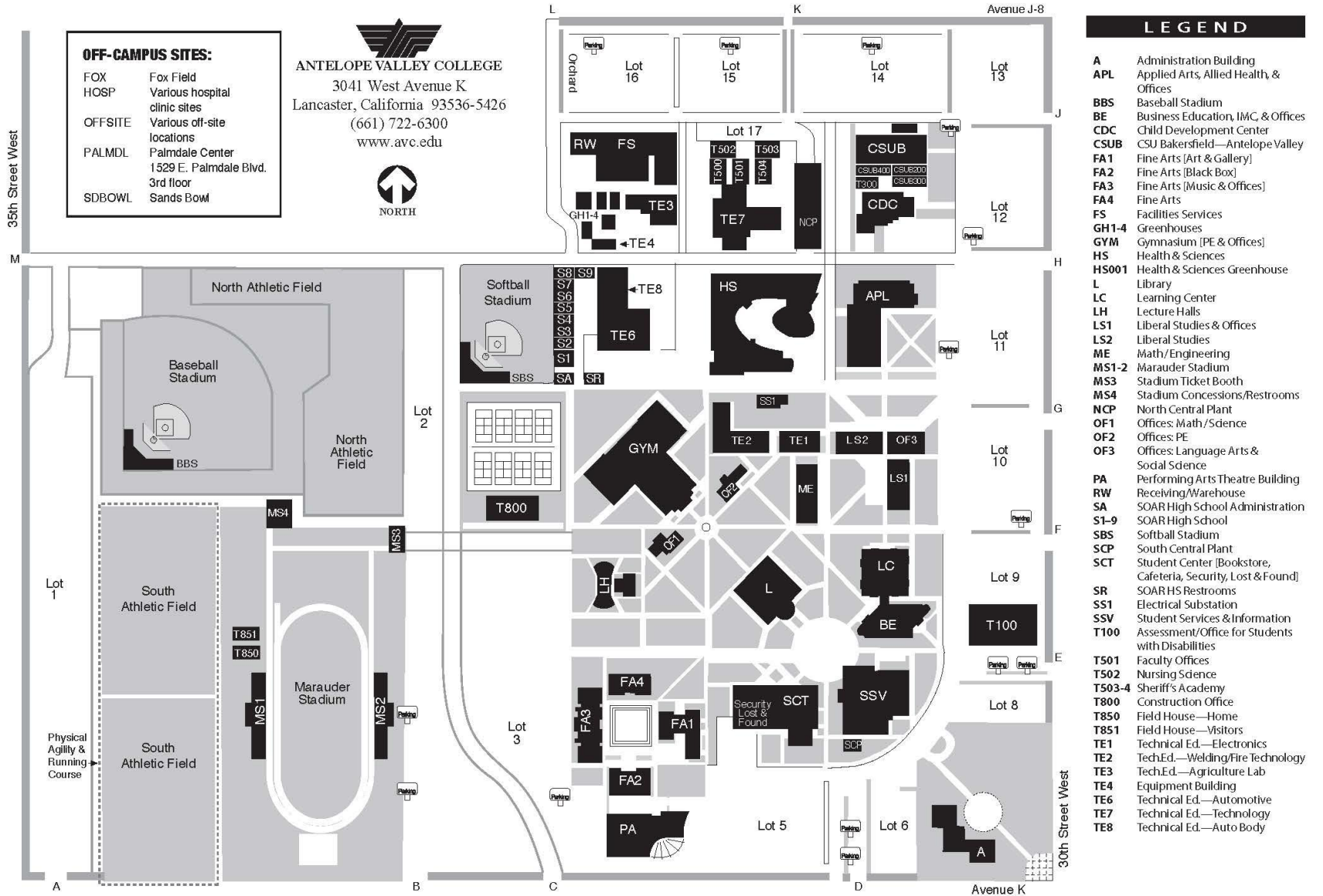
- d. Payment Bond (100%) (Contractor's Labor and Material Bond): On the form provided in the Contract Documents and fully executed as indicated on the form.
 - e. **Insurance Certificates and Endorsements as required (See Article 6 of General Conditions).**
 - (1) **Commercial General Liability**
 - (2) **Automobile Liability – Any Auto**
 - (3) **Workers Compensation**
 - (4) **Employers' Liability**
 - (5) **Builder's Risk (Course of Construction)**
25. **Bid Protests. Any bid protest by any Bidder regarding any other bid must be submitted in writing to the District, before 5:00 p.m. of the Third (3rd) business day following bid opening.**
- a. Only a Bidder who has actually submitted a bid, and who could be awarded the Contract if the bid protest is upheld, is eligible to submit a bid protest. Subcontractors are not eligible to submit bid protests. A Bidder may not rely on the bid protest submitted by another Bidder.
 - b. A bid protest must contain a complete statement of any and all bases for the protest and all supporting documentation. Materials submitted after the bid protest deadline will not be considered.
 - c. The protest must refer to the specific portions of all documents that form the bases for the protest.
 - d. The protest must include the name, address and telephone number of the person representing the protesting party.
 - e. The party filing the protest must concurrently transmit a copy of the protest 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 or proposers 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 each bidder's sole and exclusive remedy in the event of bid protest. 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.
26. **Rejection of Bids and Waiver of Defects.** District reserves the right to reject any or all bids, including without limitation the right to reject any or all nonconforming, non-responsive, unbalanced, or conditional bids, to re-bid, and to reject the bid of any bidder if District believes that it would not be in the best interest of the District 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 District. District also reserves the right to waive inconsequential deviations not involving price, time, or changes in the Work. For purposes of this paragraph, an “unbalanced bid” is one having nominal prices for some work items and/or enhanced prices for other work items.

27. **Bid Discrepancies.** Discrepancies between written words and figures, or words and numerals, **will be resolved in favor of numerals or figures.**
28. **Responsibility of Bidder.** Prior to the award of Contract, District reserves the right to consider the responsibility of the Bidder. District may conduct investigations as District deems necessary to assist in the evaluation of any bid and to establish the responsibility, including, without limitation, qualifications and financial ability of Bidders, proposed subcontractors, suppliers, and other persons and organizations to perform and furnish the Work in accordance with the Contract Documents to District's satisfaction within the prescribed time.
29. **Bid Signature.** The bid must be signed in the name of the Bidder and must bear the signature in longhand of the person or persons duly authorized to sign the bid.
30. **Timeline.** The period of performance for this contract shall be as noted below. The District plans to proceed on the basis of the following schedule set forth.

Bid Advertisement:	1ST: June 6, 2015 2ND: June 13, 2015
Pre-Bid Visit Conference:	June 15, 2015, 10:00 a.m. Antelope Valley Community College Marauder Stadium entrance
Last Day for Questions:	June 18, 2015
Submittal of Bids:	June 22, 2015, before 1:00 p.m.
Bid Opening:	June 22, 2015, 2:00 p.m.
Anticipated Board Approval:	July 13, 2015
Anticipated Notice of Award:	July 13, 2015
Anticipated Notice to Proceed:	July 14, 2015
Required Bonds:	July 19, 2015
Anticipated Start Date:	July 27, 2015
Anticipated Completion Date:	August 2, 2015
Anticipated Release of Retention:	Within 60 days of completion of the Project.

(Map of Campus on following page)

END OF DOCUMENT



DOCUMENT 00 72 13

GENERAL CONDITIONS

SEE ATTACHMENT A

DOCUMENT 00 73 13

SUPPLEMENTARY CONDITIONS

SEE ATTACHMENT B

HAZARDOUS MATERIALS PROCEDURES & REQUIREMENTS

1. Summary

This document includes information applicable to hazardous materials and hazard waste abatement.

2. Notice of Hazardous Waste or Materials Conditions

- a. Contractor shall give notice in writing to the District, the Construction Manager, and the Architect promptly, before any of the following conditions are disturbed, and in no event later than twenty-four (24) hours after first observance, of any:
 - (1) Material that Contractor believes may be material that is hazardous waste or hazardous material, as defined in section 25117 of the Health and Safety Code, that is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law;
 - (2) Other material that may present a substantial danger to persons or property exposed thereto in connection with Work at the site.
- b. Contractor's written notice shall indicate whether the hazardous waste or material was shown or indicated in the Contract Documents to be within the scope of Work, and whether the materials were brought to the site by Contractor, its Subcontractors, suppliers, or anyone else for whom Contractor is responsible. As used in this section the term "hazardous materials" shall include, without limitation, asbestos, lead, Polychlorinated biphenyl (PCB), petroleum and related hydrocarbons, and radioactive material.
- c. In response to Contractor's written notice, the District shall investigate the identified conditions.
- d. If the District determines that conditions do not involve hazardous materials or that no change in terms of Contract is justified, the District shall so notify Contractor in writing, stating reasons. If the District and Contractor cannot agree on whether conditions justify an adjustment in Contract Price or Contract Time, or on the extent of any adjustment, Contractor shall proceed with the Work as directed by the District.
- e. If after receipt of notice from the District, Contractor does not agree to resume Work based on a reasonable belief it is unsafe, or does not agree to resume Work under special conditions, then District may order such portion of Work that is in connection with such hazardous condition or such affected area to be deleted from the Work, or performed by others, or District may invoke its rights to terminate the Contract in whole or in part. District will determine entitlement to or the amount or extent of an adjustment, if any, in Contract Price or Contract Time as a result of deleting such portion of Work, or performing the Work by others.

- f. If Contractor stops Work in connection with any hazardous condition and in any area affected thereby, Contractor shall immediately redeploy its workers, equipment, and materials, as necessary, to other portions of the Work to minimize delay and disruption.

3. Additional Warranties and Representations

- a. Contractor represents and warrants that it, its employees, and its subcontractors and their employees, shall at all times have the required levels of familiarity with the Site and the Work, training, and ability to comply fully with all applicable law and contract requirements for safe and expeditious performance of the Work, including whatever training is or may be required regarding the activities to be performed (including, but not limited to, all training required to address adequately the actual or potential dangers of Contract performance).
- b. Contractor represents and warrants that it, its employees, and its subcontractors and their employees, shall at all times have and maintain in good standing any and all certifications and licenses required by applicable federal, state, and other governmental and quasi-governmental requirements applicable to the Work.
- c. Contractor represents and warrants that it has studied carefully all requirements of the Specifications regarding procedures for demolition, hazardous waste abatement, or safety practices, specified in the Contract, and prior to submitting its bid, has either (a) verified to its satisfaction that the specified procedures are adequate and sufficient to achieve the results intended by the Contract Documents, or (b) by way of approved "or equal" request or request for clarification and written Addenda, secured changes to the specified procedures sufficient to achieve the results intended by the Contract Documents. Contractor accepts the risk that any specified procedure will result in a completed Project in full compliance with the Contract Documents.

4. Monitoring and Testing

- a. District reserves the right, in its sole discretion, to conduct air monitoring, earth monitoring, Work monitoring, and any other tests (in addition to testing required under the agreement or applicable law), to monitor Contract requirements of safe and statutorily compliant work methods and (where applicable) safe re-entry level air standards under state and federal law upon completion of the job, and compliance of the work with periodic and final inspection by public and quasi-public entities having jurisdiction.
- b. Contractor acknowledges that District has the right to perform, or cause to be performed, various activities and tests including, but not limited to, pre-abatement, during abatement, and post-abatement air monitoring, that District shall have no obligation to perform said activities and tests, and that a portion of said activities and tests may take place prior to the completion of the Work by Contractor. In the event District elects to perform these activities and tests, Contractor shall afford District ample access to the Site and all areas of the Work as may be necessary for the performance of these activities and tests. Contractor will include the potential impact of these activities or tests by District in the Contract Price and the Scheduled Completion Date.

- c. Notwithstanding District's rights granted by this paragraph, Contractor may retain its own industrial hygiene consultant at Contractor's own expense and may collect samples and may perform tests including, but not limited to, pre-abatement, during abatement, and post-abatement personal air monitoring, and District reserves the right to request documentation of all such activities and tests performed by Contractor relating to the Work and Contractor shall immediately provide that documentation upon request.

5. Compliance with Laws

- a. Contractor shall perform safe, expeditious, and orderly work in accordance with the best practices and the highest standards in the hazardous waste abatement, removal, and disposal industry, the applicable law, and the Contract Documents, including, but not limited to, all responsibilities relating to the preparation and return of waste shipment records, all requirements of the law, delivering of all requisite notices, and obtaining all necessary governmental and quasi-governmental approvals.
- b. Contractor represents that it is familiar with and shall comply with all laws applicable to the Work or completed Work including, but not limited to, all federal, state, and local laws, statutes, standards, rules, regulations, and ordinances applicable to the Work relating to:
 - (1) The protection of the public health, welfare and environment;
 - (2) Storage, handling, or use of asbestos, PCB, lead, petroleum based products or other hazardous materials;
 - (3) The generation, processing, treatment, storage, transport, disposal, destruction, or other management of asbestos, PCB, lead, petroleum, or hazardous waste materials or other waste materials of any kind; and
 - (4) The protection of environmentally sensitive areas such as wetlands and coastal areas.

6. Disposal

- a. Contractor has the sole responsibility for determining current waste storage, handling, transportation, and disposal regulations for the job Site and for each waste disposal facility. Contractor must comply fully at its sole cost and expense with these regulations and any applicable law. District may, but is not obligated to, require submittals with this information for it to review consistent with the Contract Documents.
- b. Contractor shall develop and implement a system acceptable to District to track hazardous waste from the Site to disposal, including appropriate "Hazardous Waste Manifests" on the EPA form, so that District may track the volume of waste it put in each landfill and receive from each landfill a certificate of receipt.
- c. Contractor shall provide District with the name and address of each waste disposal facility prior to any disposal, and District shall have the express right to reject any proposed disposal facility. Contractor shall not use any disposal facility to which District has objected. Contractor shall

document actual disposal or destruction of waste at a designated facility by completing a disposal certificate or certificate of destruction forwarding the original to the District.

7. Permits

- a. Before performing any of the Work, and at such other times as may be required by applicable law, Contractor shall deliver all requisite notices and obtain the approval of all governmental and quasi-governmental authorities having jurisdiction over the Work. Contractor shall submit evidence satisfactory to District that it and any disposal facility
 - (1) have obtained all required permits, approvals, and the like in a timely manner both prior to commencement of the Work and thereafter as and when required by applicable law, and
 - (2) are in compliance with all such permits, approvals and the regulations.

For example, before commencing any work in connection with the Work involving asbestos-containing materials, or PCBs, or other hazardous materials subject to regulation, Contractor agrees to provide the required notice of intent to renovate or demolish to the appropriate state or federal agency having jurisdiction, by certified mail, return receipt requested, or by some other method of transmittal for which a return receipt is obtained, and to send a copy of that notice to District. Contractor shall not conduct any Work involving asbestos-containing materials or PCBs unless Contractor has first confirmed that the appropriate agency having jurisdiction is in receipt of the required notification. All permits, licenses, and bonds that are required by governmental or quasi-governmental authorities, and all fees, deposits, tap fees, offsite easements, and asbestos and PCB disposal facilities expenses necessary for the prosecution of the Work, shall be procured and paid for by Contractor. Contractor shall give all notices and comply with the all applicable laws bearing on the conduct of the Work as drawn and specified. If Contractor observes or reasonably should have observed that Plans and Specifications and other Contract Documents are at variance therewith, it shall be responsible for promptly notifying District in writing of such fact. If Contractor performs any Work contrary to applicable laws, it shall bear all costs arising therefrom.

- b. In the case of any permits or notices held in District's name or of necessity to be made in District's name, District shall cooperate with Contractor in securing the permit or giving the notice, but the Contractor shall prepare for District review and execution upon approval, all necessary applications, notices, and other materials.

8. Indemnification

To the extent permitted by law, the indemnities and limitations of liability expressed throughout the Contract Documents apply with equal force and effect to any claims or liabilities imposed or existing by virtue of the removal, abatement, and disposal of hazardous waste. This includes, but is not limited to, liabilities connected to the selection and use of a waste disposal facility, a waste transporter, personal injury, property damage, loss of use of property, damage to the environment or natural resources, or "disposal" and "release" of materials associated with the Work (as defined in 42 U.S.C. § 9601 et seq.).

9. Termination

District shall have an absolute right to terminate for default immediately without notice and without an opportunity to cure should Contractor knowingly or recklessly commit a material breach of the terms of the Contract Documents, or any applicable law, on any matter involving the exposure of persons or property to hazardous waste. However, if the breach of contract exposing persons or property to hazardous waste is due solely to an ordinary, unintentional, and non-reckless failure to exercise reasonable care, then the procedures for termination for cause shall apply without modification.

END OF DOCUMENT

**ATHLETIC FIELD REPAIR PROJECT
RFP No. AVC2014/2015-24**

BID SUBMITTAL DOCUMENTS

RFP No. AVC2014/2015-24 BID FORM AND PROPOSAL (page 1 of 4)

To: Governing Board of Antelope Valley Community College District (“District” or “Owner”)

From: _____
(Proper Name of Bidder)

The undersigned declares that the Contract Documents including, without limitation, the Notice to Bidders and the Instructions to Bidders have been read and agrees and proposes to furnish all necessary labor, materials, and equipment to perform and furnish all work in accordance with the terms and conditions of the Contract Documents, including, without limitation, the Drawings and Specifications of:

ATHLETIC FIELD REPAIR PROJECT RFP No. AVC2014/2015-24 (“Project” or “Contract”)

and will accept in full payment for that Work the following total Base Bid amount, all taxes and costs associated with Bonds included:

<p>_____ dollars</p> <p>Base Bid:</p>	<p>\$ _____</p>
--	-----------------

Descriptions of alternates are primarily scope definitions and do not necessarily detail the full range of materials and processes needed to complete the construction.

1. The undersigned has reviewed the Work outlined in the Contract Documents and fully understands the scope of Work required in this Proposal, understands the construction and project management function(s) is described in the Contract Documents, and that each Bidder who is awarded a contract shall be in fact a prime contractor, not a subcontractor, to the District, and agrees that its Proposal, if accepted by the District, will be the basis for the Bidder to enter into a contract with the District in accordance with the intent of the Contract Documents.
2. The undersigned has notified the District in writing of any discrepancies or omissions or of any doubt, questions, or ambiguities about the meaning of any of the Contract Documents, and has contacted the Construction Manager before bid date to verify the issuance of any clarifying Addenda.
3. The undersigned agrees to commence work under this Contract on the date established in the Contract Documents and to complete all work within the time specified in the Contract Documents.
4. The liquidated damages clause, **of \$1000.00 per day**, of the General Conditions and Agreement is hereby acknowledged.

5. The undersigned acknowledges that **five percent (5%) retention** is required for this Project and agrees thereto.
6. It is understood that the District reserves the right to reject this bid and that the bid shall remain open to acceptance and is irrevocable for a period of ninety (90) days.
7. The following documents are attached hereto:
 - **The Bid Bond (on the District's form) or other security**
 - **The Designated Subcontractors List**
 - **The Site-Visit Certification**
 - **The Noncollusion Declaration**
 - **Workers Compensation Certification**
 - **Prevailing Wage and Related Labor Requirement Certification**
 - **Drug-Free Workplace Certification**
 - **Tobacco-Free Environment Certification**
 - **Hazardous Materials Certification**
8. Receipt and acceptance of the following addenda is hereby acknowledged:

No.____, Dated _____	No.____, Dated _____
No.____, Dated _____	No.____, Dated _____
No.____, Dated _____	No.____, Dated _____
No.____, Dated _____	No.____, Dated _____

9. Bidder acknowledges that the license required for performance of the Work is a "B" license.
10. The undersigned hereby certifies that Bidder is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed on the Work.
11. Bidder specifically acknowledges and understands that if it is awarded the Contract, that it shall perform the Work of the Project while complying with all requirements of the applicable labor compliance program and directives of the Compliance Monitoring Unit of the Department of Industrial Relations. Contractors and subcontractors must register as Public Works Contractors with the Department of Industrial Relations.
12. The Bidder represents that it is competent, knowledgeable, and has special skills with respect to the nature, extent, and inherent conditions of the Work to be performed. Bidder further acknowledges that there are certain peculiar and inherent conditions existent in the construction of the Work that

may create, during the Work, unusual or peculiar unsafe conditions hazardous to persons and property.

13. Bidder expressly acknowledges that it is aware of such peculiar risks and that it has the skill and experience to foresee and to adopt protective measures to adequately and safely perform the Work with respect to such hazards.
14. Bidder expressly acknowledges that it is aware that if a false claim is knowingly submitted (as the terms "claim" and "knowingly" are defined in the California False Claims Act, Cal. Gov. Code, §12650 et seq.), the District will be entitled to civil remedies set forth in the California False Claim Act. It may also be considered fraud and the Contractor may be subject to criminal prosecution.
15. The undersigned Bidder certifies that it is, at the time of bidding, and shall be throughout the period of the contract, licensed by the State of California to do the type of work required under the terms of the Contract Documents. Bidder further certifies that it is regularly engaged in the general class and type of work called for in the Contract Documents.

CONTINUED ON NEXT PAGE

00 43 13
BID BOND

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

KNOW ALL PERSONS BY THESE PRESENTS:

That the undersigned, as _____ as Principal ("Principal"),

and _____ as Surety ("Surety"), a corporation organized and existing under and by virtue of the laws of the State of _____ and authorized to do business as a surety in the State of California, are held and firmly bound unto the **Antelope Valley Community College District ("District") of Los Angeles County, State of California** as Obligee, in the sum of

_____ (\$ _____)

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

THE CONDITION OF THIS OBLIGATION IS SUCH that whereas the Principal has submitted a bid to the District for all Work specifically described in the accompanying bid as:

ATHLETIC FIELD REPAIR PROJECT RFP No. AVC2014/2015-24

NOW, THEREFORE, if the Principal is awarded the Contract and, within the time and manner required under the Contract Documents, after the prescribed forms are presented to Principal for signature, enters into a written contract, in the prescribed form in accordance with the bid, and files two bonds, one guaranteeing faithful performance and the other guaranteeing payment for labor and materials as required by law, and meets all other conditions to the contract between the Principal and the Obligee becoming effective, or if the Principal shall fully reimburse and save harmless the Obligee from any damage sustained by the Obligee through failure of the Principal to enter into the written contract and to file the required performance and labor and material bonds, and to meet all other conditions to the Contract between the Principal and the Obligee becoming effective, then this obligation shall be null and void; otherwise, it shall be and remain in full force and effect. The full payment of the sum stated above shall be due immediately if Principal fails to execute the Contract within six (6) days of the date of the District's Notice of Award to Principal.

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

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

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

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

_____ day of _____, 20____.

(Affix Corporate Seal)

Principal

By

(Affix Corporate Seal)

Surety

By

Name of California Agent of Surety

Address of California Agent of Surety

Telephone Number of California Agent of Surety

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

DESIGNATED SUBCONTRACTORS LIST

TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID:

ATHLETIC FIELD REPAIR PROJECT RFP No. AVC2014/2015-24

Bidder acknowledges and agrees that under Public Contract Code section 4100, et seq., it must clearly set forth below the name and location of each subcontractor who will perform work or labor or render service to the Bidder in or about the construction of the Work in an amount in excess of one-half of one percent (0.5%) of Bidder's total Bid and the kind of Work that each will perform. Furthermore, Bidder acknowledges and agrees that under Public Contract Code section 4100, et seq., if Bidder fails to list as to any portion of Work, or if Bidder lists more than one subcontractor to perform the same portion of Work, Bidder must perform that portion itself or be subjected to penalty under applicable law.

If alternate bids are called for and Bidder intends to use subcontractors different from or in addition to those subcontractors listed for work under the base Bid, Bidder must list subcontractors that will perform Work in an amount in excess of one half of one percent (0.5%) of Bidder's total Bid, including alternates.

In case more than one subcontractor is named for the same kind of Work, state the portion of Work that each subcontractor will perform.

Vendors or suppliers of materials only do not need to be listed.

If further space is required for the list of proposed subcontractors, additional sheets showing the required information, as indicated below, shall be attached hereto and made a part of this document.

Subcontractor Name: _____ **Location:** _____

Portion of Work: _____ License # _____

Subcontractor Name: _____ **Location:** _____

Portion of Work: _____ License # _____

Subcontractor Name: _____ **Location:** _____

Portion of Work: _____ License # _____

Subcontractor Name: _____ **Location:** _____

Portion of Work: _____ License # _____

Subcontractor Name: _____ **Location:** _____

Portion of Work: _____ License # _____

Subcontractor Name: _____ **Location:** _____

Portion of Work: _____ License # _____

Subcontractor Name: _____ **Location:** _____

Portion of Work: _____ License # _____

Subcontractor Name: _____ **Location:** _____

Portion of Work: _____ License # _____

Subcontractor Name: _____ **Location:** _____

Portion of Work: _____ License # _____

Subcontractor Name: _____ **Location:** _____

Portion of Work: _____ License # _____

Subcontractor Name: _____ **Location:** _____

Portion of Work: _____ License # _____

Subcontractor Name: _____ **Location:** _____

Portion of Work: _____ License # _____

Date: _____

Proper Name of Bidder: _____

Signature: _____

Print Name: _____

Title: _____

END OF DOCUMENT

DOCUMENT 00 45 01
SITE-VISIT CERTIFICATION
TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID

ATHLETIC FIELD REPAIR PROJECT RFP No. AVC2014/2015-24

Check whichever option applies:

_____ I certify that I visited the Site of the proposed Work and became fully acquainted with the conditions relating to construction and labor. I fully understand the facilities, difficulties, and restrictions attending the execution of the Work under contract.

_____ I certify that _____ (Bidder's representative) visited the Site of the proposed Work and became fully acquainted with the conditions relating to construction and labor. The Bidder's representative fully understood the facilities, difficulties, and restrictions attending the execution of the Work under contract.

Bidder fully indemnifies the **Antelope Valley Community College District**, its Architect, its Engineer, its Construction Manager, and all of their respective officers, agents, employees, and consultants from any damage, or omissions, related to conditions that could have been identified during my visit and/or the Bidder's representative's visit to the Site.

I certify under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Date: _____

Proper Name of Bidder: _____

Signature: _____

Print Name: _____

Title: _____

END OF DOCUMENT

NON-COLLUSION DECLARATION

TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID
Public Contract Code Section 7106

ATHLETIC FIELD REPAIR PROJECT RFP No. AVC2014/2015-24

The undersigned declares:

I am the _____ of _____, the party making the foregoing bid.

The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or to refrain from bidding. The bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder. All statements contained in the bid are true. The bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is

true and correct and that this declaration is executed on _____ [date],

at _____ [city], _____ [state].”

Date: _____

Proper Name of Bidder: _____

Signature: _____

Print Name: _____

Title: _____

END OF DOCUMENT

WORKERS'COMPENSATION CERTIFICATION

TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID

PROJECT/CONTRACT NO.: **ATHLETIC FIELD REPAIR PROJECT RFP No. AVC2014/2015-24**
("Project" or "Contract") between Antelope Valley Community College District ("District" or "Owner") and _____ ("Contractor" or "Bidder"). Labor Code section 3700 in relevant part provides:

Every employer except the state shall secure the payment of compensation in one or more of the following ways:

- a. By being insured against liability to pay compensation by one or more insurers duly authorized to write compensation insurance in this state.
- b. By securing from the Director of Industrial Relations a certificate of consent to self-insure, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his or her employees.

I am aware of the provisions of section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the Work of this Contract.

Date: _____

Proper Name of Contractor: _____

Signature: _____

Print Name: _____

Title: _____

(In accordance with Labor Code sections 1860 and 1861, the above certificate must be signed and filed with the awarding body prior to performing any Work under this Contract.)

END OF DOCUMENT

**PREVAILING WAGE AND
RELATED LABOR REQUIREMENTS CERTIFICATION**

TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID

PROJECT/CONTRACT NO.: **ATHLETIC FIELD REPAIR PROJECT RFP No. AVC2014/2015-24**
("Project" or "Contract") between **Antelope Valley Community College District** ("District" or "Owner") and
_____ ("Contractor" or "Bidder").

I hereby certify that I will conform to the State of California Public Works Contract requirements regarding prevailing wages, benefits, on-site audits with 48-hours notice, payroll records, and apprentice and trainee employment requirements, for all Work on the above Project including, without limitation, the labor compliance program. I certify that I and my listed subcontractors have registered with the Department of Industrial Relations as Public Works Contractors.

Date: _____

Proper Name of Contractor: _____

Signature: _____

Print Name: _____

Title: _____

END OF DOCUMENT

DRUG-FREE WORKPLACE CERTIFICATION

TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID

PROJECT/CONTRACT NO.: **ATHLETIC FIELD REPAIR PROJECT RFP No. AVC2014/2015-24**
("Project" or "Contract") between Antelope Valley Community College District ("District") and

_____ ("Contractor" or "Bidder").

This Drug-Free Workplace Certification form is required from the successful Bidder pursuant to Government Code section 8350 et seq., the Drug-Free Workplace Act of 1990. The Drug-Free Workplace Act of 1990 requires that every person or organization awarded a contract or grant for the procurement of any property or service from any state agency must certify that it will provide a drug-free workplace by doing certain specified acts. In addition, the Act provides that each contract or grant awarded by a state agency may be subject to suspension of payments or termination of the contract or grant, and the contractor or grantee may be subject to debarment from future contracting, if the contracting agency determines that specified acts have occurred.

The District is not a "state agency" as defined in the applicable section(s) of the Government Code, but the District is a local agency and public school district under California law and requires all contractors on District projects to comply with the provisions and requirements of Government Code section 8350 et seq., the Drug-Free Workplace Act of 1990.

Contractor shall certify that it will provide a drug-free workplace by doing all of the following:

- a. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in the person's or organization's workplace and specifying actions which will be taken against employees for violations of the prohibition.
- b. Establishing a drug-free awareness program to inform employees about all of the following:
 - (1) The dangers of drug abuse in the workplace.
 - (2) The person's or organization's policy of maintaining a drug-free workplace.
 - (3) The availability of drug counseling, rehabilitation, and employee-assistance programs.
 - (4) The penalties that may be imposed upon employees for drug abuse violations.
- c. Requiring that each employee engaged in the performance of the contract or grant be given a copy of the statement required above, and that, as a condition of employment on the contract or grant, the employee agrees to abide by the terms of the statement.

I, the undersigned, agree to fulfill the terms and requirements of Government Code section 8355 listed above and will publish a statement notifying employees concerning (a) the prohibition of controlled substance at the workplace, (b) establishing a drug-free awareness program, and (c) requiring that each employee engaged in the performance of the Contract be given a copy of the statement required by section 8355(a), and requiring that the employee agree to abide by the terms of that statement.

I also understand that if the District determines that I have either (a) made a false certification herein, or (b) violated this certification by failing to carry out the requirements of section 8355, that the Contract awarded herein is subject to termination, suspension of payments, or both. I further understand that, should I violate

the terms of the Drug-Free Workplace Act of 1990, I may be subject to debarment in accordance with the requirements of the aforementioned Act.

I acknowledge that I am aware of the provisions of Government Code section 8350 et seq. and hereby certify that I will adhere to the requirements of the Drug-Free Workplace Act of 1990.

Date: _____

Proper Name of Contractor: _____

Signature: _____

Print Name: _____

Title: _____

END OF DOCUMENT

TOBACCO-FREE ENVIRONMENT CERTIFICATION

TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID

PROJECT/CONTRACT NO.: **ATHLETIC FIELD REPAIR PROJECT RFP No. AVC2014/2015-24**
("Project" or "Contract") between Antelope Valley Community College District ("District" or "Owner") and
_____ ("Contractor" or "Bidder").

This Tobacco-Free Environment Certification form is required from the Bidder.

Pursuant to, without limitation, 20 U.S.C section 6083, Labor Code section 6400 et seq., Health & Safety Code section 104350 et seq. and District Board Policies, all District sites, including the Project site, are tobacco-free environments. Smoking and the use of tobacco products by all persons is prohibited on or in District property. District property includes school buildings, school grounds, school owned vehicles and vehicles owned by others while on District property.

I acknowledge that I am aware of the District's policy regarding tobacco-free environments at District sites, including the Project site and hereby certify that I will adhere to the requirements of that policy and not permit any of my firm's employees, agents, subcontractors, or my firm's subcontractors' employees or agents to use tobacco and/or smoke on the Project site.

Date: _____

Proper Name of Contractor: _____

Signature: _____

Print Name: _____

Title: _____

END OF DOCUMENT

HAZARDOUS MATERIALS CERTIFICATION

TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID

ATHLETIC FIELD REPAIR PROJECT RFP No. AVC2014/2015-24

("Project" or "Contract") between **Antelope Valley Community College District** ("District" or "Owner") and _____ ("Contractor" or "Bidder").

1. Contractor hereby certifies that no Asbestos, or Asbestos-Containing Materials, polychlorinated biphenyl (PCB), or any material listed by the federal or state Environmental Protection Agency or federal or state health agencies as a hazardous material, or any other material defined as being hazardous under federal or state laws, rules, or regulations ("New Hazardous Material"), shall be furnished, installed, or incorporated in any way into the Project or in any tools, devices, clothing, or equipment used to affect any portion of Contractor's work on the Project for District.
2. Contractor further certifies that it has instructed its employees with respect to the above-mentioned standards, hazards, risks, and liabilities.
3. Asbestos and/or asbestos-containing material shall be defined as all items containing but not limited to chrysotile, crocidolite, amosite, anthophyllite, tremolite, and actinolite. Any or all material containing greater than one-tenth of one percent (0.1%) asbestos shall be defined as asbestos-containing material.
4. Any disputes involving the question of whether or not material is New Hazardous Material shall be settled by electron microscopy or other appropriate and recognized testing procedure, at the District's determination. The costs of any such tests shall be paid by Contractor if the material is found to be New Hazardous Material.
5. All Work or materials found to be New Hazardous Material or Work or material installed with equipment containing "New Hazardous Material" will be immediately rejected and this Work will be removed at Contractor's expense at no additional cost to the District.
6. Contractor has read and understood the document Hazardous Materials Procedures & Requirements, and shall comply with all the provisions outlined therein.

Date: _____

Proper Name of Contractor: _____

Signature: _____

Print Name: _____

Title: _____

END OF DOCUMENT

**ATHLETIC FIELD REPAIR PROJECT
RFP No. AVC2014/2015-24**

EXECUTION OF CONTRACT DOCUMENTS

NOTICE OF AWARD
(SAMPLE ONLY)

Dated: _____ 20__

To: _____

The Bidder to whom Contract is awarded shall execute and submit the following documents by 3:00 p.m. of the Sixth (6TH) calendar day following the date of the Notice of Award.

- a. **Agreement:** To be executed by successful Bidder.
(Contractor)

To: _____
(Address)

From: Governing Board ("Board") of **Antelope Valley Community College District** ("District" or "Owner")

ATHLETIC FIELD REPAIR PROJECT RFP No. AVC2014/2015-24

("Project" or "Contract"). Contractor has been awarded the referenced Contract on _____, 20__, by action of the District's Board. The Contract Price is _____ Dollars (\$ _____), and includes alternates _____.

I have attached two (2) original copies of the Agreement. One copy is for your records and **the other is to be signed and returned with the aforementioned contract documentation no later than _____ 20__.**

You must comply with the following conditions precedent within **Six (6)** calendar days of the date of this Notice of Award.

- b. **Escrow of Bid Documentation:** This must include all required documentation. See the document Escrow of Bid Documentation for more information.
- c. **Performance Bond (100%):** 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):** On the form provided in the Contract Documents and fully executed as indicated on the form.
- e. **Insurance Certificates and Endorsements as required (See Article 6 of General Conditions).**
 - (1) **Commercial General Liability**
 - (2) **Automobile Liability – Any Auto**
 - (3) **Workers Compensation**
 - (4) **Employers' Liability**
 - (5) **Builder's Risk (Course of Construction)**

f. **Contractor's Safety Plan** specifically adapted for the Project

Failure to comply with these conditions within the time specified will entitle District to consider your bid abandoned, to annul this Notice of Award, and to declare your Bid Security forfeited, as well as any other rights the District may have against the Contractor.

After you comply with those conditions, District will return to you one fully signed counterpart of the Agreement.

ANTELOPE VALLEY COMMUNITY COLLEGE DISTRICT

BY: _____

NAME: _____

TITLE: _____

END OF DOCUMENT

AGREEMENT FORM – STIPULATED SUM (SINGLE-PRIME CONTRACT)

(sample only)

THIS AGREEMENT IS MADE AND ENTERED INTO THIS _____ DAY OF _____, 20____, by and between the Antelope Valley Community College District (“District”) and _____ (“Contractor”) (“Agreement”).

NOW THEREFORE, the parties hereto have mutually covenanted and agreed, and by these presents do covenant and agree with each other, as follows:

- 1. The Work:** Contractor agrees to furnish all tools, equipment, apparatus, facilities, labor, and material necessary to perform and complete in a good and workmanlike manner, the work of the following project:

PROJECT: **ATHLETIC FIELD REPAIR PROJECT RFP No. AVC2014/2015-24** (“Project” or “Contract” or “Work”)

It is understood and agreed that the Work shall be performed and completed as required in the Contract Documents including, without limitation, the Drawings and Specifications and submission of all documents required to secure funding or by the Division of the State Architect for close-out of the Project, under the direction and supervision of, and subject to the approval of, the District or its authorized representative.

- 2. The Contract Documents:** The complete Contract consists of all Contract Documents as defined in the General Conditions and incorporated herein by this reference. Any and all obligations of the District and Contractor are fully set forth and described in the Contract Documents. All Contract Documents are intended to cooperate so that any Work called for in one and not mentioned in the other or vice versa is to be executed the same as if mentioned in all Contract Documents.
- 3. Interpretation of Contract Documents:** Should any question arise concerning the intent or meaning of Contract Documents, including the Drawings or Specifications, the question shall be submitted to the District for interpretation. If a conflict exists in the Contract Documents, modifications, beginning with the most recent, shall control over this Agreement (if any), which shall control over the Special Conditions, which shall control over any Supplemental Conditions, which shall control over the General Conditions, which shall control over the remaining Division 0 documents, which shall control over Division 1 Documents which shall control over Division 2 through Division 18 documents, which shall control over figured dimensions, which shall control over large-scale drawings, which shall control over small-scale drawings. In no case shall a document calling for lower quality and/or quantity material or workmanship control. The decision of the District in the matter shall be final.
- 4. Time for Completion:** It is hereby understood and agreed that the work under this contract shall be completed no later than

(date) _____. Contractor and District expressly agree that this stated time for completion of the Work is reasonable for this Project.

5. **Completion-Extension of Time:** Should the Contractor fail to complete this Contract, and the Work provided herein, within the time fixed for completion, due allowance being made for the contingencies provided for herein, the Contractor shall become liable to the District for all loss and damage that the District may suffer on account thereof. The Contractor shall coordinate its work with the Work of all other contractors. The District shall not be liable for delays resulting from Contractor's failure to coordinate its Work with other contractors in a manner that will allow timely completion of Contractor's Work. Contractor shall be liable for delays to other contractors caused by Contractor's failure to coordinate its Work with the work of other contractors.

6. **Liquidated Damages:** Time is of the essence for all work under this Agreement. It is hereby understood and agreed that it is and will be difficult and/or impossible to ascertain and determine the actual damage that the District will sustain in the event of and by reason of Contractor's delay; therefore, Contractor agrees that it shall pay to the District the sum of **One Thousand Dollars (\$1,000.00)** per day as liquidated damages for each and every day's delay beyond the time herein prescribed in finishing the Work.

It is hereby understood and agreed that this amount is not a penalty.

In the event any portion of the liquidated damages are not paid to the District, the District may deduct that amount from any money due or that may become due the Contractor under this Agreement. The District's right to assess liquidated damages is as indicated herein and in the General Conditions.

The time during which the Contract is delayed for cause as hereinafter specified may extend the time of completion for a reasonable time as the District may grant. This provision does not exclude the recovery of damages for delay by either party under other provisions in the Contract Documents.

7. **Loss Or Damage:** The District and its authorized representatives shall not in any way or manner be answerable or suffer loss, damage, expense, or liability for any loss or damage that may happen to the Work, or any part thereof, or in or about the same during its construction and before acceptance, and the Contractor shall assume all liabilities of every kind or nature arising from the Work, either by accident, negligence, theft, vandalism, or any cause whatever; and shall hold the District and its authorized representatives harmless from all liability of every kind and nature arising from accident, negligence, or any cause whatever.

8. **Insurance and Bonds:** Before commencing the Work, Contractor shall provide all required certificates of insurance, and payment and performance bonds as evidence thereof.

9. **Prosecution of Work:** If the Contractor should neglect to prosecute the Work properly or fail to perform any provisions of this contract, the District, may, pursuant to the General Conditions and without prejudice to any other remedy it may have, make good such deficiencies and may deduct the cost thereof from the payment then or thereafter due the Contractor.

10. **Authority of Architect, Project Inspector, and DSA:** Contractor hereby acknowledges that the Architect(s), the Project Inspector(s), and the Division of the State Architect have authority to approve and/or stop Work if the Contractor's Work does not comply with the requirements of the Contract Documents, Title 24 of the California Code of Regulations, and all applicable laws. The Contractor shall be liable for any delay caused by its non-compliant Work.

11. **Assignment of Contract:** Neither the Contract, nor any part thereof, nor any moneys due or to become due thereunder, may be assigned by the Contractor without the written approval of the District, nor without the written consent of the Surety on the Contractor's Performance Bond (the "Surety"), unless the Surety has waived in writing its right to notice of assignment.
12. **Classification of Contractor's License:** Contractor hereby acknowledges that it currently holds valid Type "B" Contractor's license(s) issued by the State of California, Contractor's State Licensing Board, in accordance with division 3, chapter 9, of the Business and Professions Code and in the classification called for in the Contract Documents.
13. **Payment of Prevailing Wages:** The Contractor and all Subcontractors under the Contractor shall pay all workers on all Work performed pursuant to this Contract 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, for the type of work performed and the locality in which the work is to be performed within the boundaries of the District, pursuant to sections 1770 et seq. of the California Labor Code.
14. **Labor Compliance:** Labor compliance is monitored and enforced by the Compliance Monitoring Unit of the Department of Industrial Relations, Contractor specifically acknowledges and understands that it shall perform the Work of this Agreement while complying with all the applicable provisions of the District's labor compliance program or State labor compliance, if applicable, including, without limitation, the requirement that the Contractor and all of its Subcontractors shall timely submit complete and accurate certified payroll records as required by the Contract Documents, or the District cannot issue payment. Contractor and its subcontractors must register as Public Works Contractors with the Department of Industrial Relations.
15. **Contract Price:** In consideration of the foregoing covenants, promises, and agreements on the part of the Contractor, and the strict and literal fulfillment of each and every covenant, promise, and agreement, and as compensation agreed upon for the Work and construction, erection, and completion as aforesaid, the District covenants, promises, and agrees that it will well and truly pay and cause to be paid to the Contractor in full, and as the full Contract Price and compensation for construction, erection, and completion of the Work hereinabove agreed to be performed by the Contractor, the following price:

_____ **Dollars**

(\$ _____),

in lawful money of the United States, which sum is to be paid according to the schedule provided by the Contractor and accepted by the District and subject to additions and deductions as provided in the Contract. This amount supersedes any previously stated and/or agreed to amount(s).

16. **Severability:** If any term, covenant, condition, or provision in any of the Contract Documents is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions in the Contract Documents shall remain in full force and effect and shall in no way be affected, impaired, or invalidated thereby.

IN WITNESS WHEREOF, accepted and agreed on the date indicated above:

CONTRACTOR

ANTELOPE VALLEY COMMUNITY COLLEGE DISTRICT

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

NOTE: If the party executing this Contract is a corporation, a certified copy of the by-laws, or of the resolution of the Board of Directors, authorizing the officers of said corporation to execute the Contract and the bonds required thereby must be attached hereto.

END OF DOCUMENT

NOTICE TO PROCEED

(sample only)

Dated: _____, 20__

TO: (Contractor) _____

ADDRESS: _____

REGARDING ATHLETIC FIELD REPAIR PROJECT RFP No. AVC2014/2015-24

PROJECT/CONTRACT NO.: RFP No. AVC2014/2015-24 between the **Antelope Valley Community College District** ("District") and Contractor ("Contract").

You are notified that the Contract Time under the above Contract will commence to run on _____, 20__. By that date, you are to start performing your obligations under the Contract Documents. In accordance with the Agreement executed by

Contractor, the date of completion is _____, 20__.

You must submit the following documents to the District by **3:00 p.m.** of the **SECOND (2nd)** calendar day following the date of this Notice to Proceed:

- a. Contractor's preliminary schedule of construction.
- b. Contractor's preliminary schedule of values for all of the Work.
- c. Contractor's preliminary schedule of submittals, including Shop Drawings, Product Data, and Samples submittals
- d. A complete subcontractors list, including the name, address, telephone number, facsimile number, California State Contractors License number, classification, and monetary value of all Subcontracts.

Thank you. We look forward to a very successful Project.

ANTELOPE VALLEY COMMUNITY COLLEGE DISTRICT

BY: _____

NAME: _____

TITLE: _____

END OF DOCUMENT

ESCROW BID DOCUMENTATION

ATHLETIC FIELD REPAIR PROJECT RFP No. AVC2014/2015-24

1. Requirement to Escrow Bid Documentation

- a. **Contractor shall submit, within Six (6) calendar days after the date of the Notice of Award, one copy of all documentary information received or generated by Contractor in preparation of bid prices for this Contract, as specified herein.** This material is referred to herein as "Escrow Bid Documentation." The Escrow Bid Documentation of the Contractor will be held in escrow for the duration of the Contract.
- b. Contractor agrees, as a condition of award of the Contract, that the Escrow Bid Documentation constitutes all written information used in the preparation of its bid, and that no other written bid preparation information shall be considered in resolving disputes or claims. Contractor also agrees that nothing in the Escrow Bid Documentation shall change or modify the terms or conditions of the Contract Documents.
- c. The Escrow Bid Documentation will not be opened by District except as indicated herein. The Escrow Bid Documentation will be used only for the resolution of change orders and claims disputes.
- d. Contractor's submission of the Escrow Bid Documentation, as with the bonds and insurance documents required, is considered an essential part of the Contract award. Should the Contractor fail to make the submission within the allowed time specified above, District may deem the Contractor to have failed to enter into the Contract, and the Contractor shall forfeit the amount of its bid security, accompanying the Contractor's bid, and District may award the Contract to the next lowest responsive responsible bidder.
- e. **NO PAYMENTS WILL BE MADE, NOR WILL DISTRICT ACCEPT PROPOSED CHANGE ORDERS UNTIL THE ABOVE REQUIRED INFORMATION IS SUBMITTED AND APPROVED.**
- f. The Escrow Bid Documentation shall be submitted in person by an authorized representative of the Contractor to the District.

2. Ownership of Escrow Bid Documentation

- a. The Escrow Bid Documentation is, and shall always remain, the property of Contractor, subject to review by District, as provided herein.
- b. Escrow Bid Documentation constitute trade secrets, not known outside Contractor's business, known only to a limited extent and only by a limited number of employees of Contractor, safeguarded while in Contractor's possession, extremely valuable to Contractor, and could be extremely valuable to Contractor's competitors by virtue of it reflecting Contractor's contemplated techniques of construction. Subject to the provisions herein, District agrees to

safeguard the Escrow Bid Documentation, and all information contained therein, against disclosure to the fullest extent permitted by law.

3. Format and Contents of Escrow Bid Documentation

- a. Contractor may submit Escrow Bid Documentation in its usual cost-estimating format; a standard format is not required. The Escrow Bid Documentation shall be submitted in the language (e.g., English) of the specification.
- b. Escrow Bid Documentation must clearly itemize the estimated costs of performing the work of each bid item contained in the bid schedule, separating bid items into sub-items as required to present a detailed cost estimate and allow a detailed cost review. The Escrow Bid Documentation shall include all subcontractor bids or quotes, supplier bids or quotes, quantity takeoffs, crews, equipment, calculations of rates of production and progress, copies of quotes from subcontractors and suppliers, and memoranda, narratives, add/deduct sheets, and all other information used by the Contractor to arrive at the prices contained in the bid proposal. Estimated costs should be broken down into Contractor's usual estimate categories such as direct labor, repair labor, equipment ownership and operation, expendable materials, permanent materials, and subcontract costs as appropriate. Plant and equipment and indirect costs should be detailed in the Contractor's usual format. The Contractor's allocation of indirect costs, contingencies, markup, and other items to each bid item shall be identified.
- c. All costs shall be identified. For bid items amounting to less than \$10,000, estimated unit costs are acceptable without a detailed cost estimate, provided that labor, equipment, materials, and subcontracts, as applicable, are included and provided that indirect costs, contingencies, and markup, as applicable, are allocated.
- d. Bid Documentation provided by District should not be included in the Escrow Bid Documentation unless needed to comply with the following requirements.

4. Submittal of Escrow Bid Documentation

- a. The Escrow Bid Documentation shall be submitted by the Contractor in a sealed container within **Six (6)** calendar days after the date of the Notice of Award. The container shall be clearly marked on the outside with the Contractor's name, date of submittal, project name and the words "Escrow Bid Documentation – Intended to be opened in the presence of Authorized Representatives of Both District and Contractor".
- b. By submitting Escrow Bid Documentation, Contractor represents that the material in the Escrow Bid Documentation constitutes all the documentary information used in preparation of the bid and that the Contractor has personally examined the contents of the Escrow Bid Documentation container and has found that the documents in the container are complete.
- c. If Contractor's proposal is based upon subcontracting any part of the work, each subcontractor whose total subcontract price exceeds 5 percent (5%) of the total contract price proposed by Contractor, shall provide separate Escrow Documents to be included with those of Contractor. Those documents shall be opened and examined in the same manner and at the same time as the examination described above for Contractor.

- d. If Contractor wishes to subcontract any portion of the Work after award, District retains the right to require Contractor to submit Escrow Documents for the Subcontractor before the subcontract is approved.

5. Storage, Examination and Final Disposition of Escrow Bid Documentation

- a. The Escrow Bid Documentation will be placed in escrow, for the life of the Contract, in a mutually agreeable institution. The cost of storage will be paid by Contractor for the duration of the project until final Contract payment. The storage facilities shall be the appropriate size for all the Escrow Bid Documentation and located conveniently to both District's and Contractor's offices.
- b. The Escrow Bid Documentation shall be examined by both District and Contractor, at any time deemed necessary by either District or Contractor, to assist in the negotiation of price adjustments and change orders or the settlement of disputes and claims. In the case of legal proceedings, Escrow Bid Documentation shall be used subject to the terms of an appropriate protective order if requested by Contractor and ordered by a court of competent jurisdiction. Examination of the Escrow Bid Documentation is subject to the following conditions:
 - (1) As trade secrets, the Escrow Bid Documentation is proprietary and confidential to the extent allowed by law.
 - (2) District and Contractor shall each designate, in writing to the other party **Seven (7)** calendar days prior to any examination, the names of representatives who are authorized to examine the Escrow Bid Documentation. No other person shall have access to the Escrow Bid Documentation.
 - (3) Access to the documents may take place only in the presence of duly designated representatives of the District and Contractor. If Contractor fails to designate a representative or appear for joint examination on **Seven (7)** calendar days notice, then the District representative may examine the Escrow Bid Documents alone upon an additional **Three (3)** calendar days notice if a representative of the Contractor does not appear at the time set.
 - (4) If a subcontractor has submitted sealed information to be included in the Escrow Bid Documents, access to those documents may take place only in the presence of a duly designated representative of the District, Contractor and that subcontractor. If that subcontractor fails to designate a representative or appear for joint examination on **Seven (7)** calendar days notice, then the District representative and/or the Contractor may examine the Escrow Bid Documentation without that subcontractor present upon an additional **Three (3)** calendar days notice if a representative of that subcontractor does not appear at the time set.
- c. The Escrow Bid Documentation will be returned to Contractor at such time as the Contract has been completed and final settlement has been achieved.

END OF DOCUMENT

PERFORMANCE BOND
(100% of Contract Price)

(Note: Principal must use this form, NOT a surety company form.)

KNOW ALL PERSONS BY THESE PRESENTS:

That WHEREAS, the governing board ("Board") of the Antelope Valley Community College District, ("District") and _____, ("Principal") have entered into a contract for the furnishing of all materials and labor, services and transportation, necessary, convenient, and proper to perform the following project:

ATHLETIC FIELD REPAIR PROJECT RFP No. AVC2014/2015-24

("Project" or "Contract") which Contract dated _____, 20____, and all of the Contract Documents attached to or forming a part of the Contract, are hereby referred to and made a part hereof, and

WHEREAS, said Principal is required under the terms of the Contract to furnish a bond for the faithful performance of the Contract;

NOW, THEREFORE, the Principal and _____ ("Surety") are held and firmly bound unto the Board of the District in the penal sum of _____ DOLLARS (\$ _____), lawful money of the United States, for the payment of which sum well and truly to be made we bind ourselves, our heirs, executors, administrators, successors, and assigns jointly and severally, firmly by these presents, to:

- Perform all the work required to complete the Project; and
- Pay to the District all damages the District incurs as a result of the Principal's failure to perform all the Work required to complete the Project.

The condition of the obligation is such that, if the above bounden Principal, his or its heirs, executors, administrators, successors, or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions, and agreements in the Contract and any alteration thereof made as therein provided, on his or its part to be kept and performed at the time and in the intent and meaning, including all contractual guarantees and warranties of materials and workmanship, and shall indemnify and save harmless the District, its trustees, officers and agents, as therein stipulated, then this obligation shall become null and void, otherwise it shall be and remain in full force and virtue.

Surety expressly agrees that the District may reject any contractor or subcontractor proposed by Surety to fulfill its obligations in the event of default by the Principal. Surety shall not utilize Principal in completing the Work nor shall Surety accept a Bid from Principal for completion of the Work if the District declares the Principal to be in default and notifies Surety of the District's objection to Principal's further participation in the completion of the Work.

As a condition precedent to the satisfactory completion of the Contract, the above obligation shall hold good for a period equal to the warranty and/or guarantee period of the Contract, during which time Surety's obligation shall continue if Contractor shall fail to make full, complete, and satisfactory repair and replacements and totally protect the District from loss or damage resulting from or caused by defective materials or faulty workmanship. The obligations of Surety hereunder shall continue so long as any obligation of Contractor remains. Nothing herein shall limit the District's rights or the Contractor or Surety's obligations under the Contract, law or equity, including, but not limited to, California Code of Civil Procedure section 337.15.

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

IN WITNESS WHEREOF, two (2) identical counterparts of this instrument, each of which shall for all purposes be deemed an original thereof, have been duly executed by the Principal and Surety above named, on the _____ day of _____, 20__.

(Affix Corporate Seal)

Principal

By

Surety

By

Name of California Agent of Surety

Address of California Agent of Surety

Telephone Number of California Agent of Surety

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

END OF DOCUMENT

PAYMENT BOND
Contractor's Labor & Material Bond
(100% of Contract Price)

(Note: Principal must use this form, NOT a surety company form.)

KNOW ALL PERSONS BY THESE PRESENTS:

That WHEREAS, the governing board ("Board") of the Antelope Valley Community College District, (or "District") and _____, ("Principal") have entered into a contract for the furnishing of all materials and labor, services and transportation, necessary, convenient, and proper to perform the following project:

ATHLETIC FIELD REPAIR PROJECT RFP No. AVC2014/2015-24

("Project" or "Contract") which Contract dated _____, 20____, and all of the Contract Documents attached to or forming a part of the Contract, are hereby referred to and made a part hereof, and

WHEREAS, pursuant to law and the Contract, the Principal is required, before entering upon the performance of the work, to file a good and sufficient bond with the body by which the Contract is awarded in an amount equal to 100 percent (100%) of the Contract price, to secure the claims to which reference is made in sections 8000 through 8138 and 9000 through 9510 of the Civil Code of California, and division 2, part 7, of the Labor Code of California.

NOW, THEREFORE, WE, the Principal and _____, ("Surety") are held and firmly bound unto all laborers, material men, and other persons referred to in said statutes in the sum of _____ Dollars (\$ _____), lawful money of the United States, being a sum not less than the total amount payable by the terms of Contract, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, or assigns, jointly and severally, by these presents.

The condition of this obligation is that if the Principal or any of his or its subcontractors, of the heirs, executors, administrators, successors, or assigns of any, all, or either of them shall fail to pay for any labor, materials, provisions, provender, or other supplies, used in, upon, for or about the performance of the work contracted to be done, or for any work or labor thereon of any kind, or for amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of the Principal or any of his or its subcontractors of any tier under Section 13020 of the Unemployment Insurance Code with respect to such work or labor, that the Surety will pay the same in an amount not exceeding the amount herein above set forth, and also in case suit is brought upon this bond, will pay a reasonable attorney's fee to be awarded and fixed by the Court, and to be taxed as costs and to be included in the judgment therein rendered.

It is hereby expressly stipulated and agreed that this bond shall inure to the benefit of any and all persons, companies, and corporations entitled to file claims under sections 8000 through 8138 and 9000 through 9510, including section 9100, of the Civil Code, so as to give a right of action to them or their assigns in any suit brought upon this bond.

Should the condition of this bond be fully performed, then this obligation shall become null and void; otherwise it shall be and remain in full force and affect.

And the Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of Contract or the specifications accompanying the same shall in any manner affect its obligations on this bond, and it does hereby waive notice of any such change, extension, alteration, or addition.

IN WITNESS WHEREOF, two (2) identical counterparts of this instrument, each of which shall for all purposes be deemed an original thereof, have been duly executed by the Principal and Surety above named, on the _____ day of _____, 20__.

(Affix Corporate Seal)

Principal

By

Surety

By

Name of California Agent of Surety

Address of California Agent of Surety

Telephone Number of California Agent of Surety

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

END OF DOCUMENT