NOTICE TO CONTRACTORS CALLING FOR BIDS

Owner: Antelope Valley Community College District

Project Description: Bid # AVC2013/2014-3

Exterior Lighting Replacement Parking Lots

3041 West Avenue "K" Lancaster, CA 93536

Submittal of Bid Proposals: 2:00 PM, April 01, 2014

Architect/Engineer: KSG Consulting Engineers

111 N. Jackson Street, Suite 121

Glendale, CA 91206

Project Manager: TBD/Doug Jensen/Facilities Services

3401 West Ave K

Lancaster CA, 93536

Antelope Valley Community College District, hereinafter "the Owner" will receive up to, but not later than the above-stated date and time, sealed Bid Proposals for the Agreements and Purchase Orders of the Work on the Project generally described below:

The Electrical contractor or supplier qualified as the lowest responsive and responsible bidder on a portion of the work will enter into an Agreement or Purchase Order with the Owner, and thus become a General Contractor. The Owner has retained a Project Manager, hereinafter referred to as the "PM" that will coordinate, expedite, manage and supervise the Project and the activities of General Contractors and Suppliers. As a General Contractor will be required to furnish a Performance Bond, Labor and Material Payment Bond, Automobile Liability Insurance, Workers Compensation Insurance, and Commercial General Liability Insurance and name both the Owner and PM as "Additional Insured" under each policy. As Prime Suppliers there are no requirements for furnishing Performance / Payment Bonds or Automobile / Workers Compensation / Liability Insurance.

Bid Package No.	Bid Package Description	Required Classification of California Contractors' License
3375	Electrical Exterior Lighting Replacement	B, C-10

1. Submittal of Bid Proposals. All Bid Proposals shall be submitted on forms furnished by the Owner. Bid Proposals must conform with, and be responsive to, the Bid and Contract Documents, copies of which may be obtained from the Owner as set forth above. Bid Proposals and the required Bid Bond will be received at the time noted above. Failure of any Bidder to submit its Bid Proposal at or prior to the time stated above for submittal of Base Bid Proposals shall result in the Owner rejecting the Bid Proposal of such Bidder as being untimely. Upon submittal of such a Bid Proposal, neither withdrawal nor modifications to

any portion of the Bid Proposal shall be permitted, unless written request for withdrawal or modification is actually received by the Owner prior to the last time for submission of Bid Proposals. Bid Proposals shall be submitted to Doug Jensen at the address stated above.

- **2. Bid and Contract Documents.** The Bid and Contract Documents are available by contacting Doug Jensen at 661-722-6526 (starting on 3/13/2014) and at the Facilities Services Office by contacting Doug Jensen (starting on 3/13/2014). A deposit of \$0.00 per set is required. Office address: 3041 W. Avenue K, Lancaster, CA 93536.
- **3. Documents Accompanying Bid Proposal.** Each Bid Proposal (blue document) shall be accompanied by: (a) Bid Security (b) Non-Collusion Affidavit; (c) Statement of Bidder's Qualifications; (d) Certification of Drug-Free Workplace; (e) Exclusion of Asbestos Products; (f) Exclusion of Lead Products; (g) Certification of Workers' Compensation Insurance; and (h) Certification of Prevailing Wage Compliance (green documents). All information or responses of a Bidder in its Bid Proposal and other documents accompanying the Bid Proposal shall be complete, accurate and true; incomplete, inaccurate or untrue responses or information provided therein by a Bidder shall be grounds for the Owner to reject such Bidder's Bid Proposal for non-responsiveness.
- **4. Prevailing Wage Rates.** Pursuant to California Labor Code §1773, the Director of the Department of Industrial Relation of the State of California has determined the generally prevailing rates of wages in the locality in which the Work is to be performed. The Prime Contractor awarded the Contract for the Work shall post a copy of all applicable prevailing wage rates for the Work at conspicuous locations at the Site. The Prime Contractor and all Subcontractors performing any portion of the Work shall pay not less than the applicable prevailing wage rate for the classification of labor provided by their respective workers in prosecution and execution of the Work. Each Prime Contractor is responsible for determining applicable prevailing wage rates and the application of those rates. **The provisions of the Labor Compliance Program apply. Pursuant to California Labor Code Section 1771.7**, the District has implemented and shall enforce the Labor Compliance Program that has been established for the Project. Refer to the General Conditions for further information.
- **5.** Contractors License Classification. In accordance with the provisions of California Public Contract Code §3300, the Owner requires that Bidders possess the correct classification (listed above) of California Contractors License at the time of submission of Bid Proposal. Any Bidder not so duly and properly licensed shall be subject to all penalties imposed by law. No payment shall be made for work, labor, materials or services provided under the Contract for the Work unless and until the Registrar of Contractors verifies to the Owner that the Bidder awarded the Contract is properly and duly licensed to perform the Work.
- **6.** Contract Time (Start Date, 4/28/14, Finish Date, 8/1/14). Substantial Completion of the Work shall be indicated in the Baseline Construction Schedule, which is incorporated in the Project Manual. Failure to achieve Substantial Completion within the Contract Time shall subject the Prime Contractor to assessment of Liquidated Damages for delayed Substantial Completion, as set forth in the Contract Documents.
- **7. Bid Security.** Each Bid Proposal shall be accompanied by Bid Security in an amount not less

than **TEN PERCENT (10%)** of the maximum amount of the Bid Proposal, inclusive of any additive alternate bid item(s). Failure of any Bid Proposal to be accompanied by Bid Security in the form and in the amount required shall render such Bid Proposal to be non-responsive and rejected by the Owner.

- **8. Withdrawal of Bid Proposals.** No Bidder shall withdraw any Bid Proposals for a period of sixty days after the opening of Bid Proposals. During this time, all Bidders shall guarantee prices quoted in their respective Bid Proposals.
- **9. Pre- Bid Conference and Job-Walk.** The Owner will conduct a **Pre-Bid Conference and Job Walk for the Work**. The Pre- Bid Conference and Job Walk will begin on the site at **1:00 PM on 3/20/14**. Refer to Instruction for Bidders, Article 21.3, for information regarding the requirements of pre-Bid Conference and Job Walk attendance. Although this walk is not mandatory, it is in the best interest for all bidders to attend and it is the bidder's sole responsibility to understand the project & specific job site conditions prior to submittal of any Bid Proposals.
- **10. Substitute Security.** In accordance with the provisions of California Public Contract Code §22300, substitution of eligible and equivalent securities for any monies withheld by the Owner to ensure the Prime Contractor's performance under the Contract will be permitted at the request and expense of the Prime Contractor and in conformity with California Public Contract Code §22300. The foregoing notwithstanding, the Bidder to whom the Contract is awarded shall have **TEN (10) DAYS** following the Owner's transmittal of the form of Agreement to such Bidder for execution to make written request to the Owner to permit the substitution of securities for retention under California Public Contract Code §22300. The failure of such Bidder to make such written request to the Owner within said ten (10) day period shall be deemed a waiver of the Bidder's rights under California Public Contract Code §22300.
- **11. Waiver of Irregularities.** The Owner reserves the right to reject any or all Bid Proposals or to waive any irregularities or informalities in any Bid Proposal or in the bidding.
- **12. Award of Contract.** The Contract for the Work, if awarded, will be by action of the Owner to the responsible Bidder submitting the lowest responsive Bid Proposal.