

WARNING:

Before using or distributing this document, the District must make changes to this document to (where and when applicable):

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- **insert words;**
- **choose to include optional, or alternate, provisions;**
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NOTICE TO BIDDERS

Notice is hereby given that Pacific Grove Unified School District (hereinafter referred to as “Owner”) will receive sealed bids prior to the date and time stated for the Bid Opening for the award of the Contract to construct:

ROBERT DOWN CLASSROOM RELOCATION
1065 CONGRESS AVE
PACIFIC GROVE, CA

as per drawings and specifications which may now be obtained from:

www.facilities.pgusd.org

or

Contacting the District at matt.kelly@pgusd.org and plans can be sent to ARC Monterey and printed at the expense of the contractor.

The lowest bid shall be determined:

on the amount of the base bid.[OR]

The Owner reserves the right to add or deduct any of the additive or deductive alternate items after the lowest responsible and responsive bidder is determined.]

Public works projects shall be subject to compliance monitoring and enforcement by the Department of Industrial Relations. A contractor or subcontractor shall not be qualified to submit a bid or to be listed in a bid proposal subject to the requirements of Public Contract Code section 4104 unless currently registered and qualified under Labor Code section 1725.5 to perform public work as defined by Division 2, Part 7, Chapter 1 (§§1720 et seq.) of the Labor Code. A contractor or subcontractor shall not be qualified to enter into, or engage in the performance of, any contract of public work (as defined by Division 2, Part 7, Chapter 1 (§§1720 et seq.) of the Labor Code) unless currently registered and qualified under Labor Code section 1725.5 to perform public work.

Time is of the essence in this Contract, and the time of Completion for the Work (“the Contract Time”) shall be agreed upon by the contractor, Architect, and owner in writing after prior to work starting. Once agreed, calendar days will start from (a) the date of commencement of the Work as established in the Owner’s Notice to Proceed, or (b) if no other date is established in a Notice to Proceed from Owner, the date of Contractor’s actual commencement of the Work (including mobilization).

Bids will be sealed and filed in the Business Office of the Owner at:

**435 HILLCREST AVE
PACIFIC GROVE, CALIFORNIA 93950**

on September 11, 2017, before 2:00 p.m. on the clock designated by the Owner or its representative as the bid clock. Facsimile (FAX) copies of the bid will not be accepted.

Bids will be opened on September 11, 2017, at approximately 2:15 p.m. as calculated by the clock designated by the Owner or its representative as the bid clock.

An optional pre-bid conference will be held on September 5, 2017, at 9:00 a.m. at Forest Grove Elementary, 1065 Congress Ave, Pacific Grove, CA. Whether or not bidders attend the optional pre-bid conference, which will include the opportunity to inspect the site and may include dissemination of additional information in response to questions or otherwise, all bidders will be deemed to have notice of all conditions and information which bidders could have obtained by attending the optional pre-bid conference, including but not limited to any conditions in, at, and about the site, the building or buildings, if any, and any work that may have been done thereon.

Bids must be accompanied by a bidder's bond, cashier's check, or certified check for at least ten percent (10%) of the amount of the base bid and made payable to the Owner. If a bid bond is used, it must be issued by an Admitted Surety (an insurance organization authorized by the Insurance Commissioner to transact surety insurance in the State of California during this calendar year), which shall be given as a guarantee that the bidder will enter into a Contract if awarded the Work and will be declared forfeited, paid to, or retained by the Owner as liquidated damages if the bidder refuses or neglects to enter into the Contract provided by the Owner after being requested to do so. The surety insurer must, unless otherwise agreed to by Owner in writing, at the time of issuance of the bond, have a rating not lower than "A-" as rated by A.M. Best Company, Inc. or other independent rating companies. Owner reserves the right to approve or reject the surety insurer selected by Contractor and to require Contractor to obtain a bond from a surety insurer satisfactory to the Owner.

Bids must be accompanied by an executed Fingerprinting Notice and Acknowledgment.

Pursuant to the Contract Documents, the successful bidder will be required to furnish a Payment (Labor and Material) Bond in the amount of one hundred percent (100%) of the Contract Sum, and a Faithful Performance Bond in the amount of one hundred percent (100%) of the Contract Sum, said bonds to be secured from Admitted Surety insurers (an insurance organization authorized by the Insurance Commissioner to transact business of insurance in the State of California during this calendar year). The surety insurers must, unless otherwise agreed to by Owner in writing, at the time of issuance of the bonds, have a rating not lower than "A-" as rated by A.M. Best Company, Inc. or other independent rating companies. Owner reserves the right to approve or reject the surety insurers selected by the successful bidder and to require the successful bidder to obtain bonds from surety insurers satisfactory to the Owner. The bidder will be required to furnish insurance as set forth in the Contract Documents.

The successful bidder will be allowed to substitute securities or establish an escrow in lieu of retainage, pursuant to Public Contract Code Section 22300, and as described in the Agreement Between Owner and Contractor and General Conditions.

The Owner will not consider or accept any bids from contractors who are not licensed to do business in the State of California, in accordance with the California Public Contract Code, providing for the licensing of contractors. In accordance with Section 3300 of said Code, the bidder shall have a Class "A" or "B" license and shall maintain that license in good standing through Completion of the Contract and all applicable warranty periods. Bidder shall state the California contractor license number on the Designation of Subcontractors form for all subcontractors doing more than one-half of one percent (0.5%) of the bidder's total bid. An inadvertent error in listing a California contractor's license number shall not be grounds for filing a bid protest or for considering the bid nonresponsive if the bidder submits the corrected contractor's license number to the Owner within 24 hours after the bid opening, or any continuation thereof, so long as the corrected contractor's license number corresponds to the submitted name and location for that subcontractor.

Subcontractors shall maintain their licenses in good standing through Completion of the Contract and all applicable warranty periods. Owner reserves the right to reject any bid as nonresponsive if bidder or any subcontractor is not licensed in good standing from the time the bid is submitted to Owner up to award of the Contract, whether or not the bidder listed the subcontractor inadvertently, or if a listed subcontractor's license is suspended or expires prior to award of the Contract. Owner also reserves the right to reject any bid as non responsive if a listed subcontractor's license is not in good standing to perform the work for which it is listed from the time of submission of the bidder's bid to award of the Contract.

The Director of Industrial Relations of the State of California, in the manner provided by law, has ascertained the general prevailing rate of per diem wages and rate for legal holidays and overtime work. The Contractor must pay for any labor therein described or classified in an amount not less than the rates specified. Copies of the required rates are on file at the Owner's business office and are available to any interested party on request.

The Owner reserves the right to waive any irregularity and to reject any or all bids.

Unless otherwise required by law, no bidder may withdraw its bid for a period of sixty (60) days after the date set for the opening thereof or any authorized postponement thereof. The Owner reserves the right to take more than sixty (60) days to make a decision regarding the rejection of bids or the award of the Contract.

Advertise: 1st Publication Date _____
 2nd Publication Date _____

By: _____
Its: _____

