

VICTOR VALLEY UNION HIGH SCHOOL DISTRICT

NOTICE TO CONTRACTORS CALLING FOR BIDS

Notice is hereby given that the Victor Valley Union High School District, hereinafter referred to as the District, will receive up to, but not later than 9 o'clock a.m. on the 18th day of November, 2009, sealed bids for:

Victor Valley High School Interim Housing Bid No. 09/10-03

Such bids shall be received by the Purchasing Department, 16350 Mojave Drive; Victorville, CA 92395 and opened immediately in the Board Room of the School District. BIDS MUST BE SUBMITTED AND RECEIVED BEFORE THE TIME STATED. POST OFFICE STAMP WILL NOT SUFFICE. Each bid must conform and be responsive to this notice, the information for bidders, and the Bid Specifications. No bidder may withdraw their bid for a period of ninety (90) days after the date set for the opening of bids.

A pre-bid conference will be held on Tuesday, November 10, 2009 at 10:00 a.m. Parties to meet at the Cal K-12 Construction Trailer located in The District Maintenance Yard at 16400 Stadium Way, Victorville, CA, 92395. A pre-bid job walk will immediately follow. Representatives of the District, the Construction Manager, and the Architect will be present to address any questions bidders may have regarding this Project. Call (909) 795-9169 for additional information or directions.

A non refundable cost of \$50.00 will be required for each set of bid. Prospective bidders may secure Contract Documents, plans and specifications documents, from the office of the Construction Manager – Cal K-12 Construction Management, 32598 Oak Glen Road, Yucaipa, Ca. 92399, Phone: (909) 795-9169, Fax: (909) 795-9432. Contact Cal K-12 to make arrangements for shipping. The Board reserves the right to reject any or all bids or waive any irregularities or informalities in any bid or in the bidding, and to be the sole judge of the value and merit of the merchandise offered. For information regarding this project, prospective bidders are requested to contact CAL K-12 Construction Management.

In accordance with Education Code Section 17076.11, the Victor Valley Union High School District has a participation goal for disabled veteran business enterprises of at least 3 per cent per year of the overall dollar amount of funds allocated to the district by the State Allocation Board pursuant to Leroy F. Green School Facilities Act of 1998 for construction or modernization and expended each year by the school district. At the time of the execution of the contract, the contractor will provide a statement to the District of anticipated participation of disabled veteran business enterprises in the contract. Prior to, and as a condition precedent of for final payment under any contract for such project, the contractor shall provide appropriate documentation to the District identifying the amount paid to disabled veteran business enterprises in conjunction with the contract, so that the district can assess its success at meeting this goal. A DVBE Self Certification is included in Specification Section 00420 of the Contract Documents.

Per California Civil Code 3247 the successful bidder with a bid in excess of \$25,000.00 will be required to furnish the District with a Performance Bond equal to 100% of the successful bid, and a Payment Bond equal to 100% of the successful bid, prior to execution of the contract. All bonds are to be secured from a surety company that meets all of the State of California bonding requirements, as defined in Code of Civil Procedure Section 995.120, and is authorized by the

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State of California. All prime contractors bidding on this project must specify this requirement regarding subcontractor bonds, in their written or published request for subcontractor bids. Such written or published requests must clearly designate the party that will bear the cost of the bonds. Vendors only supplying materials shall not be required to provide bonds. All subcontractor bonds are to be secured from a surety company that meets all of the State of California bonding requirements, as defined in Code of Civil Procedure Section 995.120, and is authorized by the State of California.

Pursuant to the provisions of Public Contract Code Section 22300, Contractor may substitute certain securities for funds withheld by District to ensure his performance under the contract. At the request and expense of Contractor, securities equivalent to any amount withheld shall be deposited at the discretion of District, with either District or a state or federally chartered bank, as the escrow agent, who shall then pay any funds otherwise subject to retention to Contractor. Upon satisfactory completion of the contract, the securities shall be returned to Contractor.

The District has initiated and enforces a Labor Compliance Program, ("LCP") that received "Initial Approval" from the Director of the California Department of Industrial Relations ("DIR") in accordance with California Labor Code ("Labor Code") 1770, *et seq.* on March 24, 2003, which requires the payment of the general rate of per diem wages or the general rate of per diem for holiday and overtime work and the employment of apprentices for any State Funded School Facilities project of \$1,000 or more. A copy of the District's Labor Compliance Program and applicable DIR Wage Determinations are on file at the District Offices and are available for inspection or reference during normal business hours.

Each bidder shall be a licensed contractor pursuant to the Business and Professions Code and shall be licensed in the appropriate classification(s) of contractor's license(s), for the work bid upon, and must maintain the license throughout the duration of the Contract.

License required for the respective bid numbers are as follows: Bid Package No. 02 General Construction B

Award of Contract: The District shall award the Contract for the Project to the bidder submitting the lowest bid as is deemed responsible by the District. The lowest bid shall be the lowest bid price on the base contract without consideration of the prices on the additive or deductive items. District may give a notice to proceed within sixty (60) days of the award of the Contract by the District. Once Contractor has received the notice to proceed, Contractor shall complete the work as provided for in Section 01320 Progress Schedule.

In the event that District desires to postpone the giving of the notice to proceed beyond this sixty (60) day period, it is expressly understood that with reasonable notice to the Contractor, the giving of the date to proceed may be postponed by District. 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 giving of the notice to proceed.

If Contractor believes that a postponement will cause a hardship to Contractor, such Contractor may terminate the contract with written notice to District within ten (10) days after receipt by Contractor of District's notice of postponement. It is further understood by 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. Should Contractor terminate the contract as a result of

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a notice of postponement, District shall have the authority to award the contract to the next lowest responsible bidder.

The District reserves the right to reject any or all bids and/or waive any irregularities or informalities in any bid or in the bid process

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October 30, 2009

November 6, 2009

Phil Ethridge, Director, Purchasing