

## NOTICE TO CONTRACTORS CALLING FOR BIDS

NOTICE IS HEREBY GIVEN that the Yucaipa-Calimesa Joint Unified School District ("District") acting by and through its Governing Board, hereinafter referred to as the District, will receive up to, but not later than 2:00 p.m. local time on April 12, 2007 ("Bid Deadline"), sealed bids for the award of a contract for:

### Site Work and Grading for Elementary School #8 Bid No. 06/07- 07

Bids shall be received by the Bid Deadline shall be opened and publicly read aloud at 2:00 p.m. Local Time on April 12, 2007 , at:

Board Room  
Yucaipa-Calimesa Joint Unified School District  
12797 Third Street  
Yucaipa, CA 92399

Each bid must conform and shall be responsive to these Contract Documents and all plans, specifications and other Contract Documents prepared by NTDStichler Architects located at 955 Overland Court Suite 100 San Dimas, CA 91773 (909) 450-2180 . Prospective bidders may secure up to four (4) sets of the 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.

A \$200.00 refundable deposit will be required for each set of bid documents to guarantee their return in good condition within ten (10) days after the bid opening date. Contact Cal K-12 Construction Management, (909) 795-9169, to make arrangements for shipping. All bidders are urged to call in advance to ensure bid document availability.

A non-mandatory pre-bid meeting has been scheduled for Thursday, March 29, 2007 at 1:00 p.m. to review the Project's existing conditions. The pre-bid meeting will take place at the corner of Cramer Road and Chapman Heights Road. Representatives of the District, the Construction Manager, and the Architect will be present to address any questions bidders may have regarding this Project. Call Cal K-12 for directions.

Each bid must be accompanied by the bidder's security in an amount of not less than 10% of the amount bid and all required Bid Form as set forth in these 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 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.

In accordance with Education Code Section 17076.11, the Yucaipa-Calimesa Joint Unified 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.

The successful bidder and all subcontractors will be required to comply with the prevailing wage provisions of the California Labor Code and the prevailing wage rate determinations of the Department of Industrial Relations. These rates are on file at the District office located at 12797 Third Street, Yucaipa, CA 92399. Copies may be obtained on request. A copy of these rates shall be posted at the job site. It shall be mandatory upon the successful bidder and all subcontractors to comply with all Labor Code provisions, which include but are not limited to prevailing wages, employment of apprentices, hours of labor and Department of Contractors and Subcontractors.

The District operates a Labor Compliance Program pursuant to Labor Code Sections 1771.5 and 1771.7 and Contractor and all subcontractors shall be monitored for compliance under state law. Contact Dave Stevenson with Yucaipa Calimesa Joint Unified School District with any questions (909) 797-0174 ext. 203.

In accordance with the provisions of the California Labor Code, contractors or subcontractors may not perform work on a public works project with a subcontractor who is ineligible to perform work on a public project pursuant to Section 1777.1 or Section 1777.7 of the California Labor Code. Any contract on a public works project entered into between a contractor and a debarred subcontractor is void as a matter of law. A debarred subcontractor may not receive any public money for performing work as a subcontractor on a public works contract. Any public money that is paid, or may have been paid to a debarred subcontractor by a contractor on the project shall be returned to the District. The Contractor shall be responsible for the payment of wages to workers of a debarred subcontractor who has been allowed to work on the project.

Any request for substitutions or equals of materials, process, or particle indicated in the specifications must be submitted together with substantiating data for substitution of any "or equal" item within thirty-five (35) days from the Letter of Intent to Award. Provisions authorizing submission of "or equal" justification data shall not in any way authorize an extension of time for performance of this contract.

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 Number Requirement	Title	License
Bid Package No. 01- 06/07- 07	Grading and Sitework	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. In the event of this bid containing additive or deductive alternates, the lowest bid shall be determined in a manner that prevents any information that would identify any of the bidders from being revealed to the public entity before ranking of all bidders from lowest to highest has been determined. It is anticipated that the contract(s) will be awarded on Tuesday, April 24, 2007 pending District Board approval. After the scheduled closing time for receipt of bids, a bidder may not withdraw its bid until the expiration of ninety

(90) calendar days, after which time a bid may be withdrawn only in writing and in advance of actual award of the contract. District may give a notice to proceed within two (2) months 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 Article 3 of the Supplementary General Conditions.

In the event that District desires to postpone the giving of the notice to proceed beyond this three (3) month 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 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.

## YUCAIPA-CALIMESA JOINT UNIFIED SCHOOL DISTRICT

Dated: March 15, 2007

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Ted Alejandre, Assistant Superintendent of Business Services

March 19, 2007

March 26, 2007