

NOTICE INVITING BIDS

NOTICE IS HEREBY GIVEN that the VICTOR VALLEY COMMUNITY COLLEGE DISTRICT of San Bernardino County, California, acting by and through its Governing Board, hereinafter referred to as DISTRICT, will receive up to, but not later than 2:00 P.M on Wednesday, the 17th day of October 2007, sealed bids for the following project:

SPEECH DRAMA ADDITION PHASE II

To arrange a job walk, contact the Cal K-12 Construction site trailer at (760) 951-3354 for more information.

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.

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. 21	Audio Visual	C-7
Bid Package No. 22	Production Lighting	C-10

All bids shall be made and presented on forms furnished by the District. Bids shall be received in the **Board Room** located at the District Facilities Construction & Contracts Office, 18422 Bear Valley Road, Victorville, California 92395, (760) 245-4271 ext. 2250 at or before the time and date stated above, at which time they shall be opened and publicly read aloud.

Each bid must conform with and be responsive to all pertinent **bidding** and contract documents, copies of which are on file and may be obtained from the District Facilities Construction & Contracts Office. Prospective bidders may secure a set of said documents through Cal K-12 Construction, Inc., 32598 Oak Glen Road, Yucaipa, CA 92399 (909) 795-9169, Fax (909) 795-9432; www.calk12.com call for availability. There is a \$200.00 refundable deposit for plans and specifications. Contractors may get up to four (4) sets.

The District has obtained from the Director of the Department of Industrial Relations the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work in the locality in which the work is to be performed for each craft, classification, and/or type of work needed to execute the contract. Copies of schedules of rates so determined are on file at the District Facilities Construction & Contracts Office. The Contractor shall post a copy of the determination of prevailing rate of wages at the job site. The schedule of per diem wages is based upon a working day of eight (8) hours and the rate for holiday and overtime work shall be in accordance with the applicable provisions of the California Labor Code. The Contractor and any subcontractor(s) shall pay not less than the specified prevailing rates of wages to all workers employed by them in the execution of the contract.

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.

A payment bond and performance bond will be required prior to the execution of the contract. The payment bond and performance bond shall be in the form and amount set forth in the contract documents.

In accordance with provisions of Public Contract Code §22300, substitution of eligible and equivalent securities for any monies withheld to ensure performance under this contract will be permitted at the request and expense of the Contractor.

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 November 13, 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 sixty (60) 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 two (2) 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

Stephen R. Garcia, Director
Facilities Construction and Contracts
Victor Valley Community College District

September 24, 2007
October 1, 2007