

# 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 2 o'clock p.m. on the 3rd day of February 2009, sealed bids for:

### District Portables 2009 Bid No. 08/09-04

**A pre-bid conference and job walk will be held at the school site on Thursday, January 22, 2009 at 10:00 AM. Parties to meet at the Cal K-12 Construction Trailer located in The District Maintenance Yard at 16400 Stadium Way, Victorville, CA, 92395. Representatives of the District and the Construction Manager will be present to address any questions bidders may have regarding this Project. Call (909) 795-9169 for additional information or directions.**

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.

Each bid must conform and be responsive to this notice, the information for bidders, and the Bid Specifications. Copies of the bid documents are on file at the above address. No bidder may withdraw their bid for a period of ninety (90) days after the date set for the opening of bids.

Bid documents can be purchased for a non-refundable amount of \$75.00 and are available through 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. All bidders are urged to call in advance to ensure bid document availability.

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 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

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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. 01	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. 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. 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 Specification Section 1320 Project Construction 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 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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January 12, 2009  
January 19, 2009

Phil Ethridge, Purchasing Manager