

PART 1 - GENERAL**1.01 NOTICE TO CONTRACTORS****NOTICE TO CONTRACTORS**

Notice is hereby given that the Elk Grove Unified School District, hereinafter referred to as the District, will receive sealed proposals for the construction of Valley High School Additions at the Offices of Facilities Planning, 9510 Elk Grove-Florin Road, Elk Grove, California 95624 until 2:00 p.m. on March 9, 2004.

Note that this is a project funded by the Office of Public School Construction (OPSC) which requires stated goals for Disabled Veteran Business Enterprise participation as specified in Section 00421-DVBE REQUIREMENTS.

Documents to be submitted at the above stated time will be all documents required to be submitted as a part of the bid, except for the forms required under Section 00421-DVBE REQUIREMENTS. The appropriate forms must be submitted by the contractor at the location stated above no later than 3:30 p.m. on March 9, 2004, at which time all bidding documents will be opened and publicly read.

Certification forms are provided in the Bidding Documents.

California Education Code Section 45125.2 requires entities providing construction services to the District to ensure the safety of pupils where employees of the entity or subcontractors will have contact with pupils. Therefore, Contractor shall certify that methods are being undertaken to ensure the pupils' safety. Certification must be accomplished by completing the "Declaration Regarding Employee Fingerprinting and Criminal Background Check" which must be submitted at the time of the bid opening. Certification form is provided in the Bidding Documents.

Pre-Bid Conference: A pre-bid conference will be held on Tuesday, February 24, 2004, starting at 2:00 p.m. at Valley High School, 6300 Ehrhardt Avenue, Sacramento, CA 95823. The District's Representative and Architect will be present to discuss the project. All bidders are encouraged to attend the pre-bid conference in its entirety.

The Elk Grove Unified School District has established a Labor Compliance Program which adheres to the statutory requirements as enunciated in Section 1771.7 of the Labor Code. It is the intent of the District to actively enforce this Labor Compliance Program at all State-funded construction projects. Initial approval of the Labor Compliance Program was received from the Department of Industrial Relations effective June 9, 2003.

Pre-Construction Meeting: The contractor and all subcontractors listed on the bid form by the contractor are required to attend a pre-construction meeting to sign forms and receive instructions regarding the District's Labor Compliance Program. No work is allowed to begin until this meeting has taken place.

In accordance with California Labor Code Section 1773, Elk Grove Unified School District has obtained the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work in the locality in which the public work is to be performed for each craft, classification or type of worker needed to execute the contract from the Director of the Department of Industrial Relations. Copies of the prevailing rate of per diem wages are on file and open to public inspection at the office of the District, and reference is made specifically thereto. The contractor shall cause a copy of the prevailing rate of per diem wages to be posted at the job site.

Attention is directed to the provisions of the California Labor Code, Section 1777.5 and 1777.6 concerning employment of apprentices by the contractor or any subcontractor under him. The prime contractor is responsible for compliance with the requirements of Section 1777.5 and the prime contractor and any subcontractor under him shall comply with the requirements of Section 1777.6. This contract includes Sections 1720-1861 of the California Labor Code and Sections 16000-16800 of the California Code of Regulations. The contractor shall comply with Title 8, Division 1, Chapter 2, Article 1-2 (California Apprenticeship Council).

Each bid must conform to the requirements of the Drawings and Project Manual and other documents comprising the Contract Documents, all of which may be examined at the office of the Architect, Murray & Downs, AIA – Architect, Inc., 3025 Sacramento Street, Placerville, prime contractors may obtain copies upon the deposit of one hundred fifty dollars (**\$150.00**) per set which deposit will be refunded on return of such copies within ten (10) days after bids are opened

No bid will be considered unless it is made on a form provided by the Architect and accompanied by Money Order or Bidder's Bond from a surety company registered with the State of California Insurance Commissioner, for Ten Percent (10%) of the amount of the bid, made payable to the District. The above mentioned money order or bid bond shall be given as a guarantee that the bidder shall execute the Contract, if it be awarded to him, in conformity with the Contract Documents.

After the scheduled closing time set for receipt of bids, bids may not then be withdrawn for a period of ninety (90) calendar days from and after said closing time, except as otherwise provided for in the California Public Contract Code.

Simultaneously with the execution of the contract, the successful bidder will be required to furnish a Performance Bond in an amount equal to One Hundred Percent (100%) of the Contract Amount and a Labor and Material Payment Bond in an amount equal to One Hundred Percent (100%) of the Contract Amount all in accordance with the Contract Documents.

Pursuant to California Public Contract Code Section 22300, the contract will contain provision permitting the successful bidder to substitute securities for any moneys withheld by the District as retention.

The District reserves the right to reject any or all bids and/or waive any irregularities or informalities in the bidding. By submitting a bid or sub-bid, each bidder and sub-bidder agrees that in the event that it submits any protest to the terms of the Bid Documents or to any subsequent decision by District staff or District's governing board with respect to any bid protest on the

project, the District retains the discretion to reject all bids or to make no decision whatsoever. If the District rejects all bids for any reason, fails to make any decision or overrules any protest and awards the contract, the protesting entity waives all claims, rights and causes of action for loss of anticipated profits from the contract or any subcontract, regardless of whether the District's action is subsequently invalidated by a court of law. The District shall be deemed to have relied to its detriment on such waiver in deciding either to reject all bids or to award the contract. Any attempted reservation of rights waived herein shall be grounds to reject a bid as non-responsive.

**** END OF NOTICE TO BIDDERS ****