EST: $90,128.00

Valley High School "Black Box Theatre" Flooring Repair
Job# 08-022

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 Black Box Theatre" at the Offices of Facilities Planning, 9510 Elk Grove-Florin Road, Room 206 Elk Grove, California 95624 until June 4, 2008, 2:00 PM..

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 June 4, 2008, 2:00 PM, 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 mandatory pre-bid conference will be held on May 22, 2008 starting at 2:30 PM., at Valley High School Administration Building 6300 Ehrhardt Avenue, Sacramento, CA. 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: When the project is state-funded, 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 this 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 and the following locations:

Sacramento Builders Exchange, Inc. 1331 "T" Street, Sacramento, CA 95814
Sacramento Builders Exchange, Inc. 1 Sierra Gate Plaza, STE 120A, Roseville, CA 95678
McGraw Hill 620 Sunbeam Avenue, Sacramento, CA 95814
Placer County Builders Exchange 271 Auburn Ravine Road, Auburn, CA 95603
El Dorado Builders Exchange 3430 Robin Lane, Ste. 7, Cameron Park, CA 95682

Copies of plan sets and individual sheets for can be purchased by bidders by contacting Brownies Junior, 3235 Sunrise Blvd., Rancho Cordova, CA.

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 * *

PART 1 - GENERAL

1.0 BID FORM

Bids for the Valley High School Black Box Theatre Flooring Repair will be received until 2:00 PM, local time, on June 4, 2008 in the Offices of Facilities Planning, 9510 Elk Grove-Florin Road, Room 206, Elk Grove, California 95624. Bids received will be opened in public on June 4, 2008 at 2:00 PM. All DVBE forms shall be on file at the Facilities and Planning Office on or before 2:00 PM, June 4, 2008.

TO THE HONORABLE:

Governing Board of Elk Grove Unified School District (Sometimes hereinafter called "Owner".)

Ladies/Gentlemen:

The undersigned hereby proposes and agrees to furnish any and all required labor, materials, equipment, transportation and services for the construction of Valley High School Black Box Theatre Flooring Repairs for the Elk Grove Unified School District in strict conformity with the Drawings, Project Manual, and other documents on file at the office of the Architect, ANOVA Architects, Inc.

BASE BID:

_____ DOLLARS

$_____

TIME FOR COMPLETION: Sixty one (61) calendar days.

The Contractor shall prosecute the Work in a prompt, diligent and workmanlike manner. It is understood and agreed that the Work shall be completed within the number of calendar days stated on the Bid Form from the date stipulated on the written Notice to Proceed, unless extension of time or suspension of the Work is authorized as provided in the Conditions of the Contract.

Should the work contracted for under this Agreement not be completed within the Contract Period plus, if any, authorized extension of time, there will be deducted from any money due or that may become due the Contractor under the Contract the sum of one hundred dollars ($100.00) as liquidated damages and not as a penalty, for each day's delay after the expiration of said time until the final physical completion of said Work and its delivery to and acceptance by the Owner.

The undersigned, upon notice of the acceptance of the bid within ninety (90) days after the date of opening of the bids, hereby agrees to sign said Contract and furnish the necessary bonds within ten (10) days after Notice of Award of said Contract.

The undersigned has examined the location of the proposed work and is familiar with the Drawings, Project Manual, and other Contract Documents and the local conditions at the place where the work is to be done.

This is a public works project requiring prevailing wages. Copies of the prevailing rate of per diem wages as determined by the Director of the Department of Industrial Relations in accordance with Labor Code Section 1773 are on file at the Owner's office, and copies are available for inspection at that office to any interested party on request. The Contractor shall comply with and shall cause his subcontractors to comply with all laws and

regulations governing the contractor's and subcontractor's performance on this project including, but not limited to: anti-discrimination laws, worker's compensation laws, and prevailing wage laws as set forth in the California Labor Code, Sections 1720-18861 et seq. and licensing laws. The contractor is required to include the prevailing wage language in all subcontracts.

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. The contractor agrees to comply with these provisions and the District's Labor Compliance Program.

The undersigned has checked carefully all of the above figures and understands that the Governing Board of the Elk Grove Unified School District will not be responsible for any errors or omissions on the part of the undersigned in making up this bid.

The undersigned acknowledges that the Governing Board of the Elk Grove Unified School District reserves the right to reject any and all bids and/or waive any irregularities or informalities in the bidding.

Enclosed, made payable to the School District, find Bidder's Bond, from a surety company registered with the State of California Insurance Commissioner, or Cashier's Check in the amount of 10% of the bid; Cashiers Check No. _____ of the_____ _____
Bank for $_____.

Receipt of Addenda is acknowledged as follows: No. 1 ☐ No. 2 ☐ No. 3 ☐ No. 4 ☐

Contractor _____

Signature_____

Address (Street)_____

_____

(P.O.)_____

PHONE (____)_____ FAX (____)_____

e-mail_____

Contractors State License Board No. _____

Classification _____ Expiration Date_____

Dated this _____ day of _____, 2008.

LIST OF SUBCONTRACTORS FOR _____, GENERAL CONTRACTOR.

PROJECT:

Valley High School Black Box Theatre Flooring Repair

Pursuant to the provisions of Sections 4100 to 4114 inclusive, of the California Public Contracts Code, and as set forth in Instructions to Bidders, and the General Conditions, the above named Contractor hereby designates below the type of work, names, license number, and locations of the place of business of each subcontractor.

Type of Work	Name of Subcontractor	License Number	Place of Business