

NOTICE TO CONTRACTORS
LEASE / LEASEBACK PROJECT

Notice is hereby given that HARRIS CONSTRUCTION, ON BEHALF OF CLOVIS UNIFIED SCHOOL DISTRICT, (hereinafter referred to as "Owner") will receive sealed bids prior to the date and time stated for the Bid Opening for construction of:

BID 2920 - TERRY BRADLEY EDUCATION CENTER - PHASE 1A

Phase 1A

Demolition

Asbestos

Surveying

Underground Locating

FID – Fresno Irrigation District Pipe Work

as per drawings and specifications which may be obtained from:

HARRIS CONSTRUCTION
5286 E. HOME AVENUE
FRESNO, CALIFORNIA 93727
mdavies@harrisconstruction.com
(559) 251-0301
Fax (559) 251-8645

Upon receipt of the contract documents provide the following information:

1. Organization/Contact Person for each Prime Contractor
2. Mailing address and P.O. Box Number for each Prime Contractor
3. Phone Number for each Prime Contractor
4. FAX Number for each Prime Contractor

Mandatory Job Walk not scheduled at this time

Time of completion for this project shall **334 calendar days** from the start of the project as established within the Owner's Notice to Proceed. All durations, activities and sequences *for the bid packages* shall be performed as shown in the Lease/Leaseback Bid Schedule and Section 01320 of the specification and as modified by a monthly schedule update, if any.

Should said work not be completed within the time limit as may be extended as herein provided, damages will be sustained by the Owner. It is understood and agreed that it is and will be impracticable or extremely difficult to determine the actual amount of damages which the Owner will sustain in the event of and by reason of such delay, and it is therefore agreed that the Contractor will pay the Owner the sum of **Two Thousand (\$2,000.00) Dollars per calendar day** for each and every day's delay beyond the time specified as and for liquidated damages; in case the Contractor fails to make such payment, the Owner may deduct the amount thereof from any money due or that may become due the Contractor under the contract. Should such money not be sufficient to cover the agreed liquidated damages, the Owner shall have the right to recover the balance from the Contractor or his sureties.

Bids to be sent electronically by email or fax as follows:

HARRIS CONSTRUCTION
5286 E. HOME AVENUE
FRESNO, CALIFORNIA 93727
mdavies@harrisconstruction.com
(559) 251-0301
Fax (559) 251-8645

before **2:00 p.m. on January 5, 2023**

The DVBE Declaration of Good Faith Efforts to use Disabled Veteran Business Enterprises must be filed with HARRIS CONSTRUCTION, 5286 E. Home Avenue, Fresno, CA 93727, **before 2:00 p.m. on January 5, 2023**, at which time the bids (including the DVBE Declaration of Good Faith Efforts to Use Disabled Veteran Business Enterprises) will be opened in public.

Bids will be opened in public at the following address:

HARRIS CONSTRUCTION
5286 E. HOME AVENUE
FRESNO, CALIFORNIA 93727
mdavies@harrisconstruction.com
(559) 251-0301
Fax (559) 251-8645

Bids must be accompanied by a bidder's bond, cashier's check, or certified check for at least ten per cent (10%) of the amount of the base bid and made payable to the Owner, issued by an Admitted Surety (an insurance organization authorized by the Insurance Commissioner to transact business of insurance in the State of California during this calendar year), which shall be given as a guarantee that the bidder will enter into a contract if awarded the work and will be declared forfeited, paid to, or retained by the Owner as liquidated damages if the bidder refuses or neglects to enter into the contract provided by the Owner after being requested to do so.

The successful bidder will be allowed to substitute securities or establish an escrow in lieu of retainage, pursuant to Public Contract Code Section 22300, and as described in the General Conditions.

The Contractor shall be required to satisfy the conditions set forth in the contract and Education Code section 45125.2 regarding fingerprinting requirements and student safety prior to permitting any contact with students. Upon award of the contract and before beginning work, the Contractor shall be required to provide a verification of compliance with the student safety provisions of the contract and Education Code section 45125.2.

Upon award of the bid, require signature on the enclosed declaration to ensure compliance with the general Conditions and the Education Code.

The successful bidder will be required to furnish a Payment (Labor and Material) Bond in the amount of one hundred per cent (100%) of the contract price, and a Faithful Performance Bond in the amount of one hundred per cent (100%) of the contract price, said bonds to be secured from an Admitted Surety (an insurance organization authorized by the Insurance Commissioner to transact business of insurance in the State of California during this calendar year), and satisfactory to the Owner.

The successful bidder will be allowed to substitute securities or establish an escrow in lieu of retainage, pursuant to Public Contract Code Section 22300, and as described in the General Conditions.

The Owner will not consider or accept any bids from contractors who are not licensed to do business in the State of California, in accordance with the California Public Contract Code, providing for the licensing of contractors. In accordance with Section 3300 of said Code, the Contractor shall have a license classification as described in the CONTRACT SCHEDULE.

In accordance with Public Contract Code 20111.6, Notice is hereby given that the Clovis Unified School District has determined Bidders performing as both a Prime Contractor and General Contractor (A or B license), or an Electrical, Mechanical, and Plumbing Contractor utilized as a Prime Contractor or Subcontractor must be prequalified prior to bidding on this project. For purposes of this prequalification, Electrical, Mechanical, and Plumbing contractors are contractors holding either a C-4, C-7, C-10, C-16, C-20, C-34, C-36, C-38, C-42, C-43, and C-46 California State Contractors license. Prequalification Applications may be obtained from Clovis USD Purchasing Web Site: <https://www.cusd.com/Pre-Qualification.aspx> Questionnaire and Financial Statement shall be submitted directly to Clovis Unified School District **prior to 2:00 pm December 29, 2022. BIDDER MUST PREQUALIFY UNDER CALENDAR YEAR 2023 APPLICATION PROCESS. ONLINE SUBMITTAL ONLY.**

Pursuant to Labor Code sections 1725.5 and 1771.1, all contractors and subcontractors that wish to bid on, be listed in a bid proposal, or enter into a contract to perform public work must be registered with the Department of Industrial Relations. No bid will be accepted nor any contract entered into without proof of the contractor's and subcontractors' current registration with the Department of Industrial Relations to perform public work. If awarded a Contract, the Bidder and its subcontractors, of any tier, shall maintain active registration with the Department of Industrial Relations for the duration of the Project.

This Project is subject to compliance monitoring and enforcement by the Department of Industrial Relations. In bidding on this project, it shall be the Bidder's sole responsibility to evaluate and include the cost of complying with all labor compliance requirements under this contract and applicable law in its bid.

The lowest bid shall be determined as follows: The lowest total of the prime bid on the base contract and the bids on all additive items and all deductive items. (Public Contract Code section 20103.8, subd. (b)). The District reserves the right to add or deduct any of the additive or deductive items from the project or contract after the lowest responsible and responsive bidder is determined.

The Director of the Department of Industrial Relations of the State of California, in the manner provided by law, has ascertained the general prevailing rate per diem wages and rate for legal holidays and overtime work as set forth in the Agreement. The Contractor must pay for any labor therein described or classified in an amount not less than rates specified. Copies of the required rates are on file at the Owner's business office and are available to any interested party on request.

The Owner reserves the right to waive any irregularity and to reject any or all bids.

Unless otherwise required by law, no bidder may withdraw its bid for a period of sixty (60) days after the date set for the opening thereof.

The Owner will not consider or accept any bids from contractors who are not licensed to do business in the State of California, in accordance with the California Public Contract Code, providing for the licensing of contractors. In accordance with Section 3300 of said Code, the Contractor shall have a license classification as described in the subcontractor listing above.

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END OF SECTION