

## NOTICE INVITING BIDS

**NOTICE IS HEREBY GIVEN** that bids will be received by the Pioneer Union School District herein referred to as “District,” for furnishing all labor, material, tax, transportation, equipment, and services necessary for the **Walt Tyler Elementary School Inc. 1 and Inc. 2 project** in accordance with the specifications and working details and other contract documents.

**BID DATE & TIME:** July 15<sup>th</sup>, 2025, at 2:00 PM via Building Connected

Bids shall be submitted electronically via BuildingConnected and shall be properly completed with all items filled out. No bidder may withdraw his/her bid, including Bids for Additive/Deductive Alternates, for a period of sixty (60) days after the time set for the submission of bids, and the Board of Trustees will act to accept or reject bids within that period of time.

The Board reserves the right to reject any or all bids and further reserves the right to waive any informalities or irregularities in the bids.

**NON-MANDATORY JOB WALK: June 24, 2023, 10:00 a.m.,** at the Walt Tyler Elementary School project site located at 6801 Tyler Drive, Grizzly Flats, CA 95636. The meeting will begin with a general project overview, followed by a site walk of the school site.

**RFI DEADLINE:** All requests for clarification must be submitted no later than **4:00 PM on June 27<sup>th</sup>, 2025**. Requests received after the deadline may not receive a response. Failure of a bidder to request clarification of apparent errors or ambiguities waives the bidder’s right to object to a clarification issued later by the Architect or the District. Refer to the Request for Information document in BuildingConnected for specific instructions for the electronic submission of all RFI requests. RFI responses will be issued in an addendum.

**BID BOND:** Bids must be from an appropriately licensed contractor, must be sealed and accompanied by a cashier’s check, or bid bond made payable to the district in the sum of not less than ten percent (10%) of the amount of the bid. By submitting a bid on the above-referenced project, bidder acknowledges and agrees that in the event bidder is the “successful bidder” but is unable to or refuses to execute a contract for the work, that actual damages to the District will be impractical or extremely difficult to fix and therefore, bidder agrees that the sum of not less than ten (10%) percent of the amount of the bid is a reasonable estimate of damages and should the successful bidder fail to or refuse to enter into a written contract within ten (10) days after being requested to do so, the bid bond shall be forfeited to the District as the stipulated amount of liquidated damages and not as a penalty. Interested bidders must be appropriately licensed.

**PAYMENT AND PERFORMANCE BONDS:** In accordance with California Civil Code Section 9550, a payment bond is required for a public works contract involving expenditure in excess of twenty-five thousand dollars (\$25,000). The successful bidder will be required to post a performance bond and payment bond to accompany the contract in forms specified by the district, in 100% of the amount of the awarded contract.

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**PREVAILING WAGE:** Bidders are hereby notified that pursuant to section 1770 et seq. of the Labor Code of the State of California, the Director of Industrial Relations has ascertained the general prevailing rate of per diem wages and the rates for overtime and holiday work in the locality in which the work is to be performed for each craft, classification or type of workman needed to execute the contract awarded to the successful bidder. Copies are on file with and are available upon request from the District. While the District endeavors to provide current and accurate information regarding the general prevailing rate of per diem wages, the District relies solely on information available to it from the Director of Industrial Relations and therefore, notwithstanding the availability of copies through the District of the prevailing rate of per diem wages, each bidder should verify the accuracy of the information contained in the Director of Industrial Relations reports through the Office of the Director of Industrial Relations.

Bidders must be registered with the Department of Industrial Relations to bid on public work contracts in accordance with California Labor Code 1720, et seq., Section 1725.5.

**PROGRESS PAYMENTS:** At the request and expense of the successful bidder, securities equivalent to the amount withheld from progress payments (i.e., retention) may be deposited with the District, or with a state or federally chartered bank as the escrow agent (the successful bidder shall bear all costs of escrow) and the District shall pay monies which would otherwise be retained to the successful bidder. The form of escrow agreement and securities eligible for investment pursuant to this option shall be governed by Public Contracts Code Section 22300 and Government Code Section 16430.

**LIQUIDATED DAMAGES:** The Owner and Contractor understand and agree that if the Owner improvements are not completed within the time of completion required by this Contract, the Owner will suffer damage. The parties agree that it will be impractical and infeasible to determine the amount of actual damage and, therefore, it is agreed that Contractor shall pay to Owner as fixed and liquidated damages, and not as a penalty, the sum of \$1,500 for each calendar day of delay (reduced to \$500 per day after substantial competition) until all Owner improvements are completed and accepted

**PROJECT CONTACT:** *Aaron Croteau*, Project Executive, (510) 915-5450. Email correspondence will be via BuildingConnected.