

NOTICE INVITING BIDS

School District: Adelanto Elementary School District

Bid Deadline: **2:00 P.M. of the 25th day of October, 2016**

Place of Bid Receipt: District Office- Purchasing Department
11824 Air Expressway
Adelanto, CA 92301

Project Identification Name: **ASPHALT REPAIR AT VARIOUS SCHOOL SITES #16/17-06**

NOTICE IS HEREBY GIVEN that the above named School District of San Bernardino County, California, acting by and through its Governing Board, hereinafter referred to as, "District", will receive up to but no later than the above stated time, sealed bids for the award of a contract for the above project.

A MANDATORY PRE-BID CONFERENCE AND JOB WALK has been scheduled for this project. This pre-bid conference will be held Tuesday, October 4, 2016 beginning promptly at 8:30 a.m. at the District Office located at 11824 Air Expressway Adelanto, CA 92301 with job walk to immediately follow. Any bidder who does not attend the job walk on the scheduled date is responsible to familiarize themselves with the local conditions affecting the performance of the contract and the cost of the work at the place where the work is to be done. A site visit certification will be required.

Bids shall be received in the place identified above, and shall be opened and publicly read aloud at the above stated time and place.

Each Bid must conform and be responsive to the contract documents.

The District reserves the right to award the contract less any one or all deduct prices.

Bidders are advised that this contract is a public work for purposes of the California Labor Code, which requires payment of prevailing wages. Wage rates can be obtained from the Director of the Department of Industrial Relations at <http://www.dir.ca.gov/OPRL/dprevagedetermination.htm> As of March 1, 2015 all contractors bidding on a public works project must be registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 <http://www.dir.ca.gov/Public-Works/PublicWorks.html> **A current DIR registration number must be included on each Bid Form.**

Each bid shall be made out on a form to be obtained at the Office of the Owner, **ADELANTO ELEMENTARY SCHOOL DISTRICT**, ADELANTO, California. Electronic copies of all bid documents are also available for download at <http://www.aesd.net/section/purchasing-services> Each bid shall be sealed in a plain envelope with the name of the bidder and the name of the project marked plainly on the face of the envelope and filed with the said Board of Trustees prior to the **2:00 P.M., October 25, 2016**, deadline and will be opened and publicly read aloud shortly thereafter on that day at the District Office

First Publication
Second Publication
Pre Bid Conference/Job Walk
Opening of Bids

September 22, 2016
September 29, 2016
October 4, 2016 @ 8:30 AM
~~**October 11, 2016 @ 2:00 PM**~~
October 25, 2016 @ 2:00 PM
Adelanto Elementary School District
San Bernardino

District Name
County Name
Governing Board
By

Lori McMillen

INSTRUCTIONS FOR BIDDERS

1. Preparation of Bid Form: The DISTRICT invites bids on the form attached to be submitted at such time and place as is stated in the Notice Inviting Bids. All blanks in the bid form must be appropriately filled in. All bids shall be submitted in sealed envelopes bearing on the outside the name of the bidder, his address, and the name of the project for which the bid is submitted. It is the sole responsibility of the bidder to see that his bid is received in proper time. Post Office date stamp will not suffice for bid deadline. Any bid received after the scheduled closing time for receipt of bids will be returned to the bidder unopened.
2. Bid Security: Each bid must be accompanied by one of the following forms of bidder's security: (1) cash; (2) a cashier's check made payable to the DISTRICT; (3) a certified check made payable to the DISTRICT; or (4) a bidder's bond executed by a California admitted surety as defined in Code of Civil Procedure Section 995.120, made payable to the DISTRICT, in the form set forth in the contract documents. Such bidder's security must be in an amount not less than **\$500.00** as a guarantee that the bidder will enter into the proposed contract, if the same is awarded to such bidder, and will provide the required Performance Bond and Payment Bond. In the event that a bidder is awarded the contract and such bidder fails to enter into said contract or provide the necessary documents within **five (5)** calendar days after notification of the award of the contract to bidder, said security will be forfeited.
3. Signature: The bid must be signed in the name of the bidder in permanent ink and must bear the signature in longhand of the person or persons duly authorized to sign the bid on behalf of the bidder. It may not be stamped or otherwise reproduced.

If bidder is a corporation, the legal name of the corporation shall first be set forth, together with two signatures: one from the President and one from the Secretary or Assistant Secretary. Alternatively, the signature of other authorized officers or agents may be affixed, if a certified copy of the resolution of the corporate board of directors authorizing them to do so is on file in the DISTRICT's office. Such documents shall include the title of such signatories below the signature and shall bear the corporate seal.

If bidder is a partnership, the true name of the firm shall first be set forth, together with the names of all persons comprising the partnership or co-partnership. The bid must be signed by all partners comprising the partnership unless proof in the form of a certified copy of a statement of partnership acknowledging the signer to be a general partner is presented to the DISTRICT, in which case the general partner may sign.

Bids submitted as joint ventureer must so state and be signed by each joint venturer.

Bids submitted by individuals must be signed by the bidder unless an up to date power- of-attorney is on file in the DISTRICT office, in which case, said person may sign for the individual.

The above rules also apply in the case of the use of a fictitious firm name. In addition, however, where a fictitious name is used, it must be so indicated in the signature.

4. Modifications: Changes in or additions to the bid form, recapitulations of the work bid upon, alternative proposals, or any other modification of the bid form which is not specifically called for in the contract documents may result in the DISTRICT's rejection of the bid as not being responsive to the Notice Inviting Bids. **No oral or telephonic modification of any bid submitted will be considered.**
5. Erasures, Inconsistent or Illegible Bids: The bid submitted must not contain any erasures, interlineations, or other corrections unless each such correction creates no inconsistency and is suitably authenticated by affixing in the margin immediately opposite the correction the signature or signatures

BID FORM

TO: Adelanto Elementary School District, acting by and through its Governing Board, herein called, "DISTRICT."

1. Pursuant to and in compliance with the Notice Inviting Bids and other documents relating thereto, the undersigned bidder, having familiarized himself with the terms of the contract, the local conditions affecting the performance of the contract and the cost of the work at the place where the work is to be done, hereby proposes and agrees to perform within the time stipulated, the contract, including all of its component parts, and everything required to be performed, including its acceptance by the DISTRICT, and to provide and furnish any and all labor, materials, tools, expendable equipment, and utility and transportation services necessary to perform the contract and complete all of the work in a workmanlike manner required in connection with the **ASPHALT REPAIR AT VARIOUS SCHOOL SITES BID # 16/17-06** in the DISTRICT, all in strict conformance with the drawings and other contract documents on file at the Purchasing Office of said DISTRICT for amounts set forth herein.

2. ADDENDA: The undersigned has thoroughly examined any and all Addenda (if any) issued during the bid period and is thoroughly familiar with all contents thereof and acknowledges receipt of the following Addenda: (Bidder to list all addenda).

ADDENDUM NO. _____	DATE RECEIVED _____
ADDENDUM NO. _____	DATE RECEIVED _____
ADDENDUM NO. _____	DATE RECEIVED _____
ADDENDUM NO. _____	DATE RECEIVED _____

3. PRICING:

REMOVE/REPLACE –Playground(s)

A. 3” thickness asphalt over native. Do not include headerboard.

- | | |
|---------------------------------------|-----------------------|
| 1. Job size, 0 to 500 sq. feet | \$ _____ per sq. foot |
| 2. Job size, 501 to 2,500 sq. feet | \$ _____ per sq. foot |
| 3. Job size, 2,501 to 7,500 sq. feet | \$ _____ per sq. foot |
| 4. Job size, 7,501 to 15,000 sq. feet | \$ _____ per sq. foot |
| 5. Job size, 15,001 sq. feet and over | \$ _____ per sq. foot |

REMOVE/REPLACE –Parking lot / Drive Lanes

B. 4” thickness asphalt over native. Do not include headerboard.

- 1. Job size, 0 to 500 sq. feet \$ _____ per sq. foot
- 2. Job size, 501 to 2,500 sq. feet \$ _____ per sq. foot
- 3. Job size, 2,501 to 7,500 sq. feet \$ _____ per sq. foot
- 4. Job size, 7,501 to 15,000 sq. feet \$ _____ per sq. foot
- 5. Job size, 15,001 sq. feet and over \$ _____ per sq. foot

C. Striping

- 1. Adelanto \$ _____ lump sum
- 2. Bradach \$ _____ lump sum
- 3. Columbia \$ _____ lump sum
- 4. Desert Trails \$ _____ lump sum
- 5. Eagle Ranch \$ _____ lump sum
- 6. District \$ _____ lump sum
- 7. George (Base) \$ _____ lump sum
- 8. Victoria Magathan \$ _____ lump sum
- 9. Ted Vick \$ _____ lump sum
- 10. West Creek \$ _____ lump sum
- 11. Westside Park \$ _____ lump sum
- 12. Mesa Linda \$ _____ lump sum
- 13. Morgan Kincaid \$ _____ lump sum

ASPHALT REPAIR

A. Rubberized crack repair- *silica sand included 1/4" – 3/4"*

- 1. 1 L/F to 500 L/F \$ _____ unit price
- 2. 501 L/F to 2,000 L/F \$ _____ unit price
- 3. 2,001 L/F to 4,000 L/F \$ _____ unit price
- 4. 4,001 L/F to 6,000 L/F \$ _____ unit price
- 5. 6,001 L/F and above \$ _____ unit price

B. Asphaltic crack repair- > 3/4"

- 1. 1 L/F to 500 L/F \$ _____ unit price
- 2. 501 L/F to 1,000 L/F \$ _____ unit price
- 3. 1,001 L/F to 2,000 L/F \$ _____ unit price
- 4. 2,001 L/F to 4,000 L/F \$ _____ unit price
- 5. 4,001 L/F and above \$ _____ unit price

C. Coldmill/Patch Cracks – new pavement

- 1. 1 S/F to 10,000 S/F \$ _____ unit price
- 2. 10,001 S/F to 25,000 S/F \$ _____ unit price
- 3. 25,001 S/F to 50,000 S/F \$ _____ unit price
- 4. 50,001 S/F to 75,000 S/F \$ _____ unit price
- 5. 75,001 S/F and above \$ _____ unit price

4. TIME FOR COMPLETION: The DISTRICT may give notice to proceed within three (3) months of the award

of the bid by the DISTRICT. **The project shall begin no sooner than October 28, 2016 and be complete no later than May 26, 2017.** It is expressly understood that time is of the essence.

In the event that the DISTRICT desires to, it is expressly understood that with reasonable notice to the CONTRACTOR, giving the notice to proceed may be postponed by the DISTRICT. It is further expressly understood by the CONTRACTOR, that the CONTRACTOR shall not be entitled to any claim of additional compensation as a result of the postponement of giving the notice to proceed. If the CONTRACTOR believes that a postponement will cause a hardship to it, the CONTRACTOR may terminate the contract with written notice to the DISTRICT within ten (10) days after receipt by the CONTRACTOR of the DISTRICT's notice of postponement. It is further understood by the CONTRACTOR that in the event that the CONTRACTOR terminates the Contract as a result of postponement by the DISTRICT, the DISTRICT shall only be obligated to pay the CONTRACTOR for work performed by the CONTRACTOR at the time of notification of postponement. Should the CONTRACTOR terminate the contract as a result of a notice of postponement, the DISTRICT shall have the authority to award the contract to the next lowest responsible bidder.

5. It is understood that the DISTRICT reserves the right to reject any or all bids and/or waive any irregularities or informalities in this bid or in the bid process. The CONTRACTOR understands that it may not withdraw this bid for a period of sixty (60) days after the date set for the opening of bids.
6. Attached is bid security in the amount of \$ 500.00:
\$ _____. Bid bond, certified check, cashier's check, or cash. (circle one).
7. The required list of designated subcontractors is attached hereto.
8. The required notarized Noncollusion Affidavits for CONTRACTOR and subcontractors are attached hereto.
9. It is understood and agreed that if written notice of the acceptance of this bid is mailed, telegraphed, or delivered to the undersigned after the opening of the bid, and within the time this bid is required to remain open, or at any time thereafter before this bid is withdrawn, the undersigned will execute and deliver to the DISTRICT a contract in the form attached hereto in accordance with the bid as accepted, and that he will also furnish and deliver to the DISTRICT the Payment Bond, both within five (5) calendar days after receipt of notification of award, and that the work under the contract shall be commenced by the undersigned bidder, if awarded the contract, by the start date provided in the DISTRICT's Notice to Proceed, and shall be completed by the CONTRACTOR in the time specified in the contract documents.
10. Notice of Intent to Award Contract or other correspondence should be addressed to the undersigned at the address stated below.
11. The names of all persons interested in the foregoing proposal as principals are as follows:

(IMPORTANT NOTICE: If bidder or other interested person is a corporation, state the legal name of such corporation, as well as the names of the president, secretary, treasurer, and manager thereof; if a co-partnership, state the true names of the firm, as well as the names of all individual co-partners comprising the firm; if bidder or other interested person is an individual, state the first and last names in full.)

If the bidder is a joint venture, each member of the joint venture must include the above information.

12. Time is of the essence regarding this contract, therefore, in the event the bidder to whom the Notice of Intent to Award Contract is given fails or refuses to post the required bond and return executed copies of the Agreement form within five (5) calendar days from the date of receiving the Notice of Intent to Award Contract, the DISTRICT may declare the bidder's bid deposit or bond forfeited as damages.
13. Pursuant to Government Code Section 4552, in submitting a bid to the DISTRICT, the bidder offers and agrees that if the bid is accepted, it will assign to the DISTRICT all rights, title, and interest in, and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. § 15) or under the Cartwright Act (Business and Professions Code Section 16700 et seq.), arising from the purchase of goods, materials, or services by the

bidder for sale to the DISTRICT pursuant to the bid. Such assignment shall be made and become effective at the time the DISTRICT tenders final payment to the bidder.

14. The bidder declares that he/she has carefully examined the location of the proposed work, that he/she has examined the Plans, General Conditions of the contract, and Specifications, and read the accompanying instructions to bidders, and hereby proposes and agrees, if this proposal is accepted, to furnish all materials and do all work required to complete the said work in accordance with the Plans, General Conditions of the contract, and Specifications, in the time and manner therein prescribed for the unit cost and lump sum amounts set forth in this Bid Form.

15. The bidder is familiar with Government Code Section 12650 et seq., and Penal Code Section 72 and understands that false claims can lead to imprisonment. I, the below-indicated bidder, declare under penalty of perjury that the information provided and representations made in this bid are true and correct.

Proper Name of Bidder

Address

By: _____ Date: _____
Signature of Bidder

Department of Industrial Relations Registration Number: _____

NOTE: *If bidder is a corporation, the legal name of the corporation shall be set forth above together with the signature of authorized officers or agents and the document shall bear the corporate seal; if bidder is a partnership, the true name of the firm shall be set forth above, together with the signature of the partner or partners authorized to sign contracts on behalf of the partnership; and if bidder is an individual, his signature shall be placed above*

BID BOND

_____ (hereafter called "Principal"), and _____

_____ (hereafter called "Surety"), are hereby held and firmly bound

unto the Adelanto Elementary School District (hereafter called "Owner") in the sum of

_____ DOLLARS (\$) being not less than \$500.00, for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, successors, and assigns.

SIGNED this _____ day of _____, 20 _____.

The condition of the above obligation is such that whereas the Principal has submitted to the Owner a certain Bid, attached hereto and hereby made a part hereof, to enter into a contract in writing for the **ASPHALT REPAIR AT VARIOUS SCHOOL SITES BID # 16/17-06.**

NOW, THEREFORE,

- a. If said Bid is rejected, or
- b. If said Bid is accepted and the Principal executes and delivers a contract or the attached Agreement form within five (5) days after acceptance (properly completed in accordance with said Bid), and furnishes bonds for his faithful performance of said Contract and for payment of all persons performing labor or furnishing materials in connection therewith,

Then this obligation shall be void; otherwise, the same shall remain in force and effect.

Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the contract, or the call for bids, or the work to be performed thereunder, or the specifications accompanying the same, shall in anyway affect its obligation under this bond, and it does hereby waive notice of any such change, extension of time, alteration, or addition to the terms of said contract, or the call for bids, or the work, or to the specifications.

In the event suit is brought upon this bond by the Owner and judgment is recovered, the Surety shall pay all costs incurred by the Owner in such suit, including without limitation, attorneys' fees to be fixed by the court.

IN WITNESS WHEREOF, Principal and Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, on the day and year first set forth above.

PRINCIPAL: _____

ATTEST: (if individual, two witnesses are required)

By: _____

By: _____

Title: _____

Title: _____

ATTEST: (if corporation)

By: _____

Title: _____

(Corporate Seal)

SURETY: _____

ATTEST: (if individual, two witnesses are required)

By: _____

By: _____

Title: _____
(Corporate Seal)

Title: _____

IMPORTANT:

Surety companies executing bonds must possess a certificate of authority from the California Insurance Commissioner authorizing them to write surety insurance defined in California Insurance Code Section 105, and if the work or project is financed, in whole or in part, with federal, grant, or loan funds, it must also appear on the Treasury Department's most current list (Circular 570 as amended).

THIS IS A REQUIRED FORM.

Any claims under this bond may be addressed to:

(Name and Address of Surety)

(Name and Address of agent or representative for service of process in California if different from above)

(Telephone Number of Surety and agent or representative for service of process in California).

