

**April 29, 2022**

**CLOVIS UNIFIED SCHOOL DISTRICT  
BID 2889 Portable Site Work – Various Sites**

**ADDENDUM NO. 1**

This addendum forms a part of the bid/contract documents. It modifies the original project plans, specifications, and instructions. Bidders are required to acknowledge receipt of this addendum on the sheet included with the bid package. Failure to acknowledge receipt of this addendum may subject the bidder to disqualification.

**Revisions:**

Due to COVID and California Wildfire impact on the insurance industry, the AM Best rating requirement on this project is now **A- rated or better**. Please provide and sign all needed AM Best verification paperwork outlined in bid packet with your sealed bid at time of bid submittal.

**Clarification:**

AM Best rating requirement of A or better has been reduced to A- or better.  
Rating Report information to be obtained from A.M. Best Company –  
<http://www.ambest.com>

If you have any questions, please feel free to contact my office at 559-327-9485.

Sara Malone  
Lead Buyer

# CLOVIS UNIFIED SCHOOL DISTRICT

**BID PACKAGE FOR BID NUMBER 2889**

**Portable Site Work – Various Sites**

Eimear O'Brien Ed.D.  
Superintendent

Clovis Unified School District  
1450 Herndon Avenue  
Clovis, California 93611  
(559) 327-9475

## **CLOVIS UNIFIED SCHOOL DISTRICT**

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## **NOTICE TO CONTRACTORS**

Notice is hereby given that 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:

### **Bid 2889 – Portable Site Work – Various Sites**

as per drawings and specifications which may be obtained from:

**<https://www.cusd.com/bidschedule.aspx>**

**If documents are downloaded from the District Website, you must notify Sara Malone at [saramalone@cusd.com](mailto:saramalone@cusd.com) to ensure you receive any future addendum notifications/documents.**

Time of completion date for the project(s) shall be **50 Calendar Days.**  
**Work to begin June 20, 2022.**

Bids will be sealed and filed in the Business Office of the Owner  
**CLOVIS UNIFIED SCHOOL DISTRICT  
PURCHASING DEPARTMENT  
1450 HERNDON AVENUE  
CLOVIS, CALIFORNIA 93611**

On or before **12:00 PM on May 17, 2022.**

Bids must be accompanied by a bidder's bond, cashier's check, or certified check for at least ten percent (10%) of the amount of the base bid and made payable to the Owner. If a bid bond is used, it must be issued by an Admitted Surety (an insurance organization authorized by the Insurance commissioner to transact surety 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.

**Mandatory job walk is scheduled for Wednesday, May 4, 2022 @ 1:30 p.m. at Fugman Elementary, 10825 N. Cedar Ave., Fresno, 93730. Meet at flagpole. The job walk will then proceed to various District locations. Potential bidders must sign in at each site.**

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 bidder will be required to give satisfactory proof to the Owner of the maintenance of Public Liability Insurance in the amount of not less than \$2,000,000.00 for more than one person

injured in one accident, and the maintenance of property damage insurance in an amount not less than \$2,000,000.00.

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 **Class "B" license**

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 online to Clovis Unified School District **prior to 5:00 pm, May 10, 2022.**

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 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 of per diem wages and rate for legal holidays and overtime work as set forth in Article VIII of the Agreement. The Contractor must pay for any labor therein described or classified in an amount not less than the rates specified. Copies of the required rates are on file at the Owner's business office and are available to any interest 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 date set for the opening thereof.

Advertise: **April 29, 2022** and  
**May 2, 2022**

Clovis Unified School District  
Michael Johnston  
Associate Superintendent

## **INSTRUCTIONS TO BIDDERS**

### **SECURING DOCUMENTS:**

Drawings and Specifications are available at:

**<https://www.cusd.com/bidschedule.aspx>**

**Mandatory job walk is scheduled for Wednesday, May 4, 2022 @ 1:30 p.m. at Fugman Elementary, 10825 N. Cedar Ave., Fresno, 93730. Meet at flagpole. The job walk will then proceed to various District locations. Potential bidders must sign in at each site.**

### **PROPOSALS:**

Proposals to receive consideration shall be made in accordance with the following instructions:

1. Proposals shall be made on a form therefor, obtained from the Architect or Owner. Bids not made on the proper form shall be disregarded. Numbers must be stated in words and figures, and the signatures of all individuals must be in longhand. The completed form should be without interlineation, alterations, or erasures.
2. No proposal will be considered which makes exceptions, changes, or in any manner makes reservations to the terms of the drawings or specifications, except that explanations or alternate proposals may be made on a separate sheet attached to the bid form. They will not, however, be considered in determining low bid.
3. Questions regarding documents, discrepancies, omissions, or doubt as to meanings shall be referred immediately to the Architect who will send written instructions clarifying such questions to each bidder.
4. Each bid must give the full business address of the bidder, and the name of each person signing shall also be typed or printed below the signature. Bids by individuals must be signed by the individual. Bids by partnerships must furnish the full names of all partners and must be signed in the partnership name by one of the partners, or by an authorized representative, followed by the signature and designation of the person signing. Bid by corporations must be signed with the legal name of the corporation, followed by the name of the state of incorporation and by the signature and designation of the president, secretary, or other person authorized to bind the corporation in the matter. Satisfactory evidence of the authority of the officer signing on behalf of a corporation shall be attached.
5. Pursuant to the provisions of Sections 4100 to 4114, inclusive, of the Public Contract Code of the State of California, which are hereby incorporated and made a part hereof, every bidder shall set forth in its bid:
  - A. The name and location of the place of business of each subcontractor who will perform work or labor or render service to the bidder in or about the construction of the work or improvement, or a subcontractor licensed by the State of California who, under subcontract to the bidder, specially fabricates and installs a portion of the work or improvement according to detailed

drawings contained in the plans and specifications, in an amount in excess of one-half (1/2) of one percent (1%) of the bidder's total bid.

- B. The portion of the work which will be done by each such subcontractor. If the bidder fails to specify a subcontractor for any portion of the work to be performed under the contract in excess of one-half (1/2) of one percent (1%) of the bidder's total bid, the bidder agrees to perform that portion itself. The successful bidder shall not, without the consent of the Owner:
- 1) Substitute any person as subcontractor in place of the subcontractor designated in the original bid.
  - 2) Permit any subcontract to be assigned or transferred or allow it to be performed by anyone other than the original subcontractor listed in the bid.
  - 3) Sublet or subcontract any portion of the work in excess of one-half (1/2) of one percent (1%) of the total bid as to which the original bid did not designate a subcontractor.
6. 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 of per diem wages and rate for legal holidays and overtime work as set forth in Article IX of the Agreement. The Contractor must pay for any labor therein described or classified in an amount not less than the 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.
7. All proposals must be accompanied by a completed Noncollusion Declaration. The bidder must certify that the Bid is genuine and is not sham or collusive, or made in the interest of or on behalf of any bidder not named in the bid, and that the bidder has not directly or indirectly induced or solicited any other bidder to put in a sham bid, or any other possible bidder to refrain from bidding, and that the bidder has not in any manner sought by collusion to secure for itself an advantage over any other bidder.
8. Proposals must be accompanied by a certified check, cashier's check, or bidder's bond, for an amount not less than ten percent (10%) of the amount of the base bid, made payable to the order of the Owner. If a bidder's bond accompanies the proposal, said bond shall be secured 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) and satisfactory to the Owner. Said check or bond shall be given as a guarantee that the bidder will enter into the contract if awarded the work, and in case of refusal or failure to enter into said contract, the check or bond, as the case may be, shall be payable to the Owner and retained as liquidated damages.
9. Proposals shall be sealed and filed as indicated in the Notice to Contractors. Note regarding facsimiles: EXCEPT FOR BID SECURITY, all submitted before the bid opening documents may be in the form of facsimiles which have been sent elsewhere and sealed before filing with the Owner. (Any bidder who uses or attempts to use the Owner's facsimile equipment will be disqualified immediately.) The originals of the faxed documents must be mailed to the Owner, postmarked

the same as the bid opening, via certified mail, return receipt requested, or hand-delivered to the Owner by the close of business on the day of the bid opening.

Facsimiles of the bid security are not acceptable - the original of the check or bond must be submitted before the bid opening.

10. Bidders shall possess a valid California Contractors License as listed in the Notice to Bidders. A General Building Contractors License (B) shall be acceptable in accordance with the California Business and Professional Code Section 7057, paragraph (b): A general building contractor may take a prime contract or a subcontract for framing or carpentry project. However, a general building contractor shall not take a prime contract for any project involving trades other than framing or carpentry unless the prime contract requires at least two unrelated building trades or crafts other than framing or carpentry, or unless the general building contractor holds the appropriate specialty license or subcontracts with an appropriately licensed specialty contractor to perform the work. Owner reserves the right to reject any bid as nonresponsive if a listed subcontractor is not licensed at the time the bidder's bid is submitted to Owner, whether or not the bidder listed the unlicensed subcontractor inadvertently. Owner reserves the right to reject any bid as nonresponsive if a listed subcontractor is not licensed to perform the work for which it is listed at the time the bidder's bid is submitted to Owner, whether or not the bidder listed the subcontractor for that particular work inadvertently.

#### **WITHDRAWAL OF PROPOSALS:**

Proposals may be withdrawn by the bidder prior to the time fixed for the submittal of bids. A successful bidder shall not be relieved of the bid unless by consent of the Owner or bidder's recourse to Public Contract Code § 5100 et seq.

#### **OPENING OF PROPOSALS:**

Opening of proposals shall be as soon after the hour set as will be possible; opening and declaration to be as set forth in the Notice to Contractors. Any and all bidders will be permitted to attend. The Owner is allowed the number of days set forth in the Notice to Contractors in which to determine low bidder.

#### **EXAMINATION OF CONTRACT DOCUMENTS AND SITE:**

Before submitting a proposal, bidders shall examine the drawings, read the specifications, the form of contract, and other contract documents. They shall visit the site of the proposed work; examine the building, or buildings, if any, and any work that may have been done thereon. They shall fully inform themselves of all conditions, in, at, and about the site, the building or buildings, if any, and any work that may have been done thereon.

#### **FORM OF CONTRACT:**

The form of contract which the successful bidder will be required to execute, if awarded the work, is attached hereto and is made a part hereof.

#### **ADDENDA OR BULLETINS:**

Any addenda or bulletins, issued during the time of bidding, shall form a part of the drawings and specifications loaned to the bidder for the preparation of its proposal, shall



be covered in the proposal, and shall be made a part of the Contract Documents. All addenda or bulletins shall be signed by the Architect and approved by the Division of State Architect.

**AWARD OF CONTRACT:**

Rejection of any or all proposals, to contract work with whomever and in whatever manner, to abandon work entirely, and/or to waive any informality in receiving of bids is reserved as the right of the Owner. Before the contract or contracts are awarded, the Owner may at its sole discretion require from the proposed Contractor on each project further evidence of the reasonable qualifications of such contractor to faithfully, capably, and reasonably perform such proposed contract and may consider such evidence before making its decision on the award of such proposed contract.

The lowest bid shall be determined as follows: The lowest total of the bid on the base contract and the bids on all additive items and all deductive items. 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 contract shall be awarded to the lowest and most responsible bidder as interpreted by the Owner and specified herein and shall be entered into by the successful bidder within ten (10) days after being notified by the Owner. Identity of lowest bidder will be determined by adding to or subtracting from the base bid the cost of such alternatives as Owner decides to include in the work and contract. The award, if made, will be made within sixty (60) days after the opening of proposals.

**EXECUTION OF CONTRACT:**

The Contract shall be signed by the successful bidder in as many originals as the Owner deems necessary and returned, together with the contract bonds and insurance certificates, within ten (10) days after the bidder has received notice that the contract has been awarded.

**CONTRACT BONDS:**

Two bonds, as itemized below and in the forms presented in these contract documents, shall be furnished by the successful bidder at the time of entering into the contract and filed with the Owner. They shall be in the form of surety bonds 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) and satisfactory to the Owner.

**Performance Bond** in the amount of one hundred percent (100%) of the contract sum to insure Owner during construction and for one year after completion against faulty or improper materials or workmanship and to assure Owner of full and prompt performance of the contract.

**Payment Bond** (Labor and Material) in the amount of one hundred percent (100%) of the contract sum in accordance with the laws of the State of California to secure payment of any and all claims for labor and materials used or consumed in performance of this contract.

**DRAWINGS, SPECIFICATIONS AND ADDENDA OR BULLETINS:**

Return by each bidder of all drawings, specifications and addenda or bulletins in an un mutilated condition and without any marks or annotations is demanded within the time limit indicated under **DEPOSIT** in this section.

#### **SUBSTITUTION OF MATERIALS:**

All materials are mentioned as standards. Should a Contractor desire to substitute materials or methods for those specified, the Contractor shall follow the guidelines stated herein, and in accordance with Section 01-640. Each review of a substitution request by the Architect or its consultants will be billed to the Contractor at an hourly rate as indicated in Section 01-640.

Substitutions can be submitted in two ways: (1) Prior to Bid Opening, and (2) After Award of the Contract. Either submittal of substitutions is further described herein and must conform to the requirements indicated.

(1) Prior to Bid Opening: The Contractor must insure that proposed substitutions of materials by the Contractor or its subcontractors are submitted to the Architect's office a minimum of fourteen (14) calendar days prior to the Bid Opening for review and possible approval of any equipment or materials thought to be equal to or better than those specified in the drawings or specifications. An Addendum will be issued seven (7) calendar days prior to Bid Opening including all equipment and materials deemed equivalent to those specified and approved by the Architect. Submittals must include comparative spec-data of that specified equipment or material and the proposed substitution as indicated on the completed "Substitution Request Form" in accordance with Section 01-640. Submittals without this information will be automatically rejected.

(2) After Award of the Contract: In accordance with the provisions of Section 3400 of the California Public Contract Code, the Contractor awarded the Contract will be provided a period of (40) calendar days after the award of the Contract for submission of data substantiating a request for a substitution of "an equal" item or items. Substitution requests must be made as provided in Article 3.11.4 of the General Conditions.

#### **PAYMENTS:**

Payments to the Contractor on account of the contract shall be made in accordance with the terms of the contract.

#### **TAXES:**

The Owner is exempt from payment of Federal Excise Tax on materials. The Owner will furnish exemption certificates to the Contractor to be used to obtain materials ordinarily subject to Federal Excise Tax without payment of the tax. Bidders shall deduct Federal Excise Taxes from their bid prices before submitting bids, so that such taxes will not be included in the Contract Sum.

#### **TIME OF COMPLETION AND LIQUIDATED DAMAGES:**

Time is of the essence in this contract, and the time of completion for this project shall be **50 Calendar Days.**

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 **\$1,000.00 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.

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.

**END OF SECTION**

**REV. 3.97 (8.98)**

## **CALIFORNIA SENATE BILL 854 (2014) – APPLIES TO THIS BID PROJECT**

Senate Bill 854, signed into law June 20, 2014, became effectively immediately. It established a new public works contractor registration program which will collect fees to fund compliance monitoring and enforcement, determine prevailing wage and public works coverage, and hear enforcement appeals.

All contractors and subcontractors intending to bid or perform work on public works projects will be required to register, and annually renew, online for the program. The cost to register for the program is currently \$400.00 and is non-refundable. This is a DIR fee paid to the State. The District will not register a contractor, nor collect funds.

Contractors or subcontractors submitting bids must be registered by March 1, 2015. The requirement to use only registered contractors and subcontractors on public works projects, greater than \$1,000, applies to all projects awarded on or after April 1, 2015. No bid can be accepted nor any contract or subcontract entered into nor purchase order issued without proof that the contractor or subcontractor is registered.

Public works refers to construction, alteration, demolition, installation, or repair work (including maintenance) done under contract and paid by public funds. For a more detailed explanation of public works projects, refer to California Labor Code 1720 -1720.6.

This memo is being sent to all vendors currently contracted with the District's Plant Operations and/or Construction Department. What are we asking you to do? If the services you are providing the District, or may provide the District in the future, fall under the definition of "public works", please ensure you are registered with the DIR prior to March 1, 2015. Effective immediately, the District will be required to fill out a form alerting the DIR of the services you are providing the District. Detailed information is required to complete this form. If the services you are currently providing the District fall under "public works" you may be asked to provide information needed to complete the DIR form. We ask that you complete this in a timely manner to avoid interruption in the services you are providing.

More information can be found at The Department of Industrial Relations website;  
<http://www.dir.ca.gov/Public-Works/PublicWorks.html>.

**Effective July 1, 2018, Senate Bill 96 (SB96) increased the thresholds for submitting a PWC-100 form to DIR. The \$1,000 threshold was increased to \$25,000 for Construction Project and \$15,000 for Maintenance Projects. Public Contract Code defines Construction and Maintenance. These terms are not defined by the contractor or the district.**

**Please note – Contractors are required to pay prevailing wage on ALL projects exceeding \$1,000 and are subject to DIR audit and public record requests on all work provided for a public agency. Contractors are required to keep certified records on file for all work performed for a public agency.**

**The District may require PWC-100 submittal for amounts lower than those stated in SB96.**

## **Clovis Unified School District**

### **Bid 2889 – Portable Site Work – Various Sites**

Insurance requirements due at time of bid submittal:

- 1) Insurance Requirements – Proof of Carriage of Insurance – requirement has been revised from A+ requirement to A coverage requirement**
- 2) Proof of coverage to be submitted with bid proposal at due date and time established in the bid packet.**

INSURANCE RATING SUBMITALL FORM

**Bid 2889**  
**Portable Site Work – Various Sites**

Attach report of Insurance Rating to this form. Rating Report information to be obtained from A.M. Best Company – [www.ambest.com](http://www.ambest.com)

**This form and needed report MUST be submitted with bid proposal at due date and time established in bid paperwork**

Name of Bidder: \_\_\_\_\_

DECLARATION OF GOOD FAITH EFFORTS TO USE DISABLED VETERAN  
BUSINESS ENTERPRISES (DVBE)

I, \_\_\_\_\_, declare that I am \_\_\_\_\_  
(Name of Representative) (Title of Representative)

of \_\_\_\_\_.  
(Business Name of Bidder)

The party making the foregoing bid declares that the bidder has made good faith efforts to meet the participation goal of not less than three percent (3%) of the bid amount to include disabled veteran business enterprises ("DVBE") in the work to be performed. (Education Code section 17076.11) Good faith efforts may be met in one of two ways, either: (1) by complying with the safe harbor provisions of Public Contract Code section 10115.2, subdivision (b), or (2) by complying with Public Contract Code section 10115.2, subdivision (a) by making good faith efforts other than by following the safe harbor language in Public Contract Code section 10115.2, subdivision (b). Under Public Contract Code section 10115.2 subdivision (a), the District will exercise its discretion as to whether the good faith effort has been made. The bidders will document the good faith efforts and make those documents available upon request by the District.

I declare under penalty of perjury under the law of the State of California that the DVBE requirement for this bid was met through one of the two foregoing methods and that the foregoing is true and correct.

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 21\_\_\_\_ at \_\_\_\_\_, California.

\_\_\_\_\_  
(Signature of Representative)

NOTE: This declaration does not have to be notarized.

END OF SECTION  
TB:lf w/LS 3.02

PROPOSAL FORM FOR BID 2889

CLOVIS UNIFIED SCHOOL DISTRICT  
CONFERENCE ROOM  
1450 HERNDON  
CLOVIS, CALIFORNIA 93611

Dear Board Members:

The undersigned doing business under the firm name of -

\_\_\_\_\_ License # \_\_\_\_\_

hereby propose and agree to enter into an agreement, to furnish any and all labor, materials, applicable taxes, equipment and services for the completion of work described hereinafter and in the contract documents:

**Portable Site Work – Various Sites**

for the sum(s) quoted below.

***Bid Total (Boris Elementary)***

\_\_\_\_\_ Dollars \$ \_\_\_\_\_

***Bid Total (Clovis Online School)***

\_\_\_\_\_ Dollars \$ \_\_\_\_\_

***Bid Total (Fugman Elementary)***

\_\_\_\_\_ Dollars \$ \_\_\_\_\_

***Grand Total (total of all sites)***

\_\_\_\_\_ Dollars \$ \_\_\_\_\_

**Bid will be awarded in total.**

**Work to begin June 20, 2022**



If written notice of the acceptance of this bid is mailed, telegraphed, or delivered to the undersigned within sixty (60) days after the date of opening of the bids, or any time thereafter before this bid is withdrawn, the undersigned will, within ten (10) days after the date of such mailing, telegraphing, or delivering of such notice, execute and deliver a contract in the form of agreement present in these contract documents and give Performance and Payment Bonds in accordance with the specifications and bid as accepted.

The undersigned hereby designates as the office to which such notice of acceptance may be mailed, telegraphed, or delivered:

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Our Public Liability and Property Damage Insurance is placed with:

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---

Our Workers' Compensation Insurance is placed with:

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Circular letters, bulletins, addenda, etc., bound with the specifications or issued during the time of bidding are included in the proposal, and, in completing the contract, they are to become part thereof.

The receipt of the following addenda to the specifications is acknowledged:

Addendum No. _____	Date _____	Addendum No. _____	Date _____
Addendum No. _____	Date _____	Addendum No. _____	Date _____
Addendum No. _____	Date _____	Addendum No. _____	Date _____

This bid may be withdrawn at any time prior to the scheduled time for the opening of bids or any authorized postponement thereof.

NOTE: Each bid must give the full business address of the bidder and be signed by him with his usual signature. Bids by partnerships must furnish the full name of all partners and must be signed by one of the members of the partnership, or by an authorized representative, followed by the signature and designation of the person signing. Bid by corporations must be signed with the legal name of the corporation, followed by the name of the state of incorporation and by the signature and designation of the president, secretary, or other person authorized to bind it in the matter. The name of each person signing shall also be typed or printed below the signature. Satisfactory evidence of the authority of the officer signing on behalf of a corporation shall be furnished.

Dated \_\_\_\_\_, 20\_\_

Signed

Print or Type Name

Business Address

Email Address

Phone #

Fax #

License #

Additional Signature Lines if Applicable:

Signed

Print or Type Name

Business Address

Email Address

Signed

Print or Type Name

Business Address

Email Address

Signed

Print or Type Name

Business Address

Email Address

State of Incorporation if Applicable

{ } Evidence of authority to bind corporation is attached.

END OF SECTION  
REV. 10/96.arch 3.97 (8.98)

Do not substitute Bid  
Bond Form

The Bid Bond Form in  
this packet must be  
used.

Failure to use the Bid  
Bond form in this bid  
packet may result in  
rejection of bid.

**BID BOND**

KNOW ALL MEN BY THESE PRESENTS that we the undersigned

\_\_\_\_\_ as Principal and

\_\_\_\_\_ as Surety, are hereby held and firmly bound unto the Clovis Unified School District, acting on behalf of the State Allocation Board, State of California, hereinafter called the "Owner", in the sum of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_) for payment of which sum, well and truly to be made, we hereby jointly and severally find ourselves, our heirs, executors, administrators, successors, and assigns.

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

**BID # 2889  
Portable Site Work – Various Sites**

in strict accordance with the Contract Documents.

NOW, THEREFORE,

- a. If said bid shall be rejected, or, in the alternate;
- b. If said bid shall be accepted and the Principal shall execute and deliver a contract in the form of agreement attached hereto and shall execute and deliver Performance and Payment Bonds in the forms attached hereto (all properly completed in accordance with said bid), and shall in all other respects perform the agreement created by the acceptance of said bid;

Then this obligation shall be void, otherwise the same shall remain in force and effect, it being expressly understood and agreed that the liability of the Surety for any and all default of the Principal hereunder shall be the amount of this obligation as herein stated.

Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract on the call for bids, or to 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 to 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 a reasonable attorney's fee to be fixed by the court.

IN WITNESS WHEREOF, the above-bounden parties have executed this instrument under several seals this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, the name and corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

In presence of:

(Individual Principal) (Seal)

\_\_\_\_\_  
(Address) (Business Address)

\_\_\_\_\_  
(Individual Principal) (Seal)

\_\_\_\_\_  
(Address) (Business Address)

Attest:

(Corporate Principal)

(Business Address)

By:

(Affix Corporate Seal)

Attest:

(Corporate Principal)

(Business Address)

By:

(Affix Corporate Seal)

The rate or premium on this bond is \_\_\_\_\_ per thousand.

Total amount of premium charged, \$ \_\_\_\_\_  
(The above must be filled in by Corporate Surety)

END OF SECTION  
If: 10/97 (8.98)

STUDENT SAFETY DECLARATION  
Construction, Rehabilitation or Repair Contractors  
(Education Code section 45125.2)

I, \_\_\_\_\_, declare as follows:

1. I am a representative of \_\_\_\_\_, and am authorized to make this declaration on its behalf;
2. Pursuant to Education Code section 45125.2, I shall not permit any employee, agent or subcontractor to have more than limited contact with pupils without taking protective steps as set forth in that section and this declaration.
3. I declare that I have taken one or more of the following protective measures pursuant to Education Code section 45125.2:
  - a. Neither I, my employees, agents nor subcontractors will have more than limited contact with students.
  - b. I have installed or will install a physical barrier at the worksite such that no employee, agent or subcontractor will have more than limited contact with students.
  - c. An employee, agent or subcontractor will continually monitor and supervise all employee(s), agent(s) and subcontractor(s) who will have more than limited student contact. I have submitted fingerprints to the Department of Justice for the supervisory employee(s), agent(s) or subcontractor(s). I have received a response from the Department of Justice, and I certify that none of these supervisory employees, agents or subcontractors have been convicted of a felony as defined in Education Code section 45122.1. A list of these supervisors is attached hereto.

I know the above of my own personal knowledge and if called as a witness could competently testify thereto. I declare under penalty of perjury that the foregoing is true and correct and that this declaration was executed on \_\_\_\_\_, \_\_\_\_\_, at \_\_\_\_\_, California.

\_\_\_\_\_  
Name of Contractor

By : \_\_\_\_\_

**BID # 2889**

**NONCOLLUSION DECLARATION**

I, \_\_\_\_\_, declare that I am  
(Name of Representative) (Title of Representative)  
of \_\_\_\_\_,  
(Business Name of Bidder)

the party making the foregoing bid, that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ at \_\_\_\_\_,  
California.

(Signature of Representative)

**NOTE: A declaration does not have to be notarized.**

END OF SECTION  
10/96 (8.98)



**SPECIAL INSTRUCTIONS AND INFORMATION  
BID PROJECT EXPENDITURES MAY INCLUDE FEDERAL FUNDING**

1. Project may be funded in part or in total with Federal Funds.
2. City of Clovis, City of Fresno and County of Fresno are jurisdiction areas of Clovis USD
3. If State of California prevailing wage rates are higher than Federal Davis-Bacon rates, project to be bid utilizing State of California prevailing wage rates as mandated by California bid laws and regulations.
4. Information related to Federal Procurement Guidelines - :
  - a. Federal Regulation Codes <https://www.ecfr.gov/cgi-bin/text-idx?node=2:1.1.2.2.1>
  - b. 34 Code of Federal Regulations CFR 75.609 related to safety and health [https://www.ecfr.gov/cgi-bin/text-idx?SID=cd37bda54b7e6822ae66876ae2b5034c&pitd=20190619&node=se34.1.75\\_1609&rgn=div8](https://www.ecfr.gov/cgi-bin/text-idx?SID=cd37bda54b7e6822ae66876ae2b5034c&pitd=20190619&node=se34.1.75_1609&rgn=div8)
  - c. 34 Code of Federal Regulations CFR 75.616 related to energy conservation [https://www.ecfr.gov/cgi-bin/text-idx?SID=6b0336c285fb183779141ccaf8b81df8&pitd=20200602&node=se34.1.75\\_1616&rgn=div8](https://www.ecfr.gov/cgi-bin/text-idx?SID=6b0336c285fb183779141ccaf8b81df8&pitd=20200602&node=se34.1.75_1616&rgn=div8)
  - d. Davis Bacon Wage Rate <https://www.dol.gov/agencies/whd/government-contracts/construction>
5. Awarded contractor CANNOT be on the US General Services Administration Lists of Parties Excluded from Federal Procurement or Non-Procurement Programs <https://sam.gov/content/exclusions>
6. **\*\* BIDDER MUST INCLUDE PROOF OF SEARCH RESULTS INDICATING THEY ARE NOT ON THE FEDERAL EXCLUSION LISTING - - SEE SAMPLE SCREEN SHOTS BELOW THAT IS TO BE SUBMITTED WITH BID**

■ sam.gov/content/exclusions

An official website of the United States government [Here's how you know](#)

SAM.gov | Exclusions

Monitoring SAM.gov Performance Show Details  
May 25, 2021

Recognize and Avoid Phishing Emails Show Details  
Aug 25, 2020

**SAM.GOV**

Home Search Data Bank Data Services Help

## Exclusions

An exclusion record identifies parties excluded from receiving Federal contracts, certain subcontracts, and certain types of Federal financial and non-financial assistance and benefits. Exclusions are also referred to as suspensions and debarments.

Search Exclusions Advanced Search

e.g. Smith, 123456789

Type in your company name and hit search. Then go to Excluded Entity link on left of page and type in company name a second time and hit enter on keyboard.

The screenshot shows the SAM.gov search results page. The search term is "GRANITE CONSTRUCTION". The results are filtered by "Classification" and "Excluded Entity". The search results table shows three entries:

Entity Name	Classification	Special Entity Designation	Activation Date	Termination Date
GRANITE STATE LAWN CARE	Active	Exclusion	Dec 11, 2018	Dec 18, 2021
Granite State Industries LLC	Active	Exclusion	Dec 11, 2018	Dec 18, 2021
Jim A Meron	Active	Exclusion	Apr 7, 2020	Indefinite

7. PRINT OUT THIS SCREEN SHOT INDICATING NO MATCHES FOUND WITH SEALED BID PROPOSAL AT DUE DATE AND TIME OF BID SUBMITTAL. THIS INDICATES YOUR COMPANY IS NOT EXCLUDED FROM FEDERAL CONTRACTS

The screenshot shows the SAM.gov search results page with the message "No matches found". The search term is "GRANITE CONSTRUCTION". The search results table is empty.

**No matches found**  
We couldn't find a match for your search criteria.  
Please try another search or go back to previous results.

[Go Back](#)

8. THANK YOU FOR YOUR TIME IN COMPLETING THIS PROCESS AND INCLUDING DOCUMENTATION WITH BID PACKET. THIS ENSURES THE DISTRICT IS MEETING FEDERAL GRANT REQUIREMENTS. THESE GRANTS BRING FEDERAL TAX DOLLARS TO OUR COMMUNITY FOR PROJECTS THAT BENEFIT OUR STUDENTS.

**RETURN WITH BID SUBMITTAL PACKET**  
**ALONG WITH COPY OF SCREEN SHOT INDICATING COMPANY IS NOT ON FEDERAL**  
**CONTRACT EXCLUSION LISTING**

DECLARATION OF GOOD FAITH EFFORT TO MEET PROVISIONS OF FEDERAL FUNDING REQUIREMENTS – INCLUDING, BUT NOT LIMITED TO SAFETY & HEALTH STANDARDS, ENERGY CONSERVATION, DAVIS-BACON PREVAILING WAGE RULES AND RELATED ACT PROVISIONS

I, \_\_\_\_\_, declare that I am \_\_\_\_\_  
(Name of Representative) (Title of Representative)

of \_\_\_\_\_.  
(Business Name of Bidder)

The party making the foregoing bid declares that the bidder has made good faith efforts to meet the provisions of Federal funding requirements, including, but not limited to Davis-Bacon and related Act provision, the District will exercise its discretion as to whether the good faith effort has been made. The bidders will document the good faith efforts and make those documents available upon request by the District.

I declare under penalty of perjury under the law of the State of California that the Federal funding requirement for this bid was met is true and correct.

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ at \_\_\_\_\_, California.

\_\_\_\_\_  
(Signature of Representative)

NOTE: This declaration does not have to be notarized.

END OF SECTION

## **SPECIAL INSTRUCTIONS – ITEM ONE**

The Fire Detection and Alarm specifications identified Gamewell-FCI, Honeywell Fire Systems as the manufacturer and specified that no other manufacturer, other than Gamewell-FCI, FCI and Gamewell will be considered for this project.

The identification of the Gamewell-FCI manufacturer is necessary in order to match the fire detection and alarm system to be installed as part of this project with new systems recently specified for Dry Creek Elementary Classroom Building and installed at other sites within the District. For example, during the summer of 2020 the District installed a new fire detection system at Young Elementary School, as well as Focal Point remote monitoring systems. All new construction and modernization projects are equipped with Gamewell. As far back as summer of 2009, the District installed new fire detection systems at Mickey Cox and Copper Hills Elementary Schools. Gamewell-FCI fire detection and alarm systems were installed at these sites, as well as Focal Point remote monitoring systems. The Focal Point remote monitoring system already in place for those other sites is planned for use with the system at Maple Creek Elementary School. The system allows for monitoring of the school campuses from remote locations throughout the District. The following District locations have Gamewell-FCI systems:

- Boris Elementary
- Oraze Elementary
- Clovis Community Day
- Cole Elementary
- Copper Hills Elementary
- Cox Elementary
- Fancher Creek Elementary
- Freedom Elementary
- Fugman Elementary
- Garfield Elementary
- Lincoln Elementary
- Maple Creek Elementary
- Miramonte Elementary
- Oraze Elementary
- Reagan Elementary
- Valley Oak Elementary
- Woods Elementary
- Clovis High School
- Gateway
- Clovis Adult
- Clovis Online School
- MTU
- DO West
- DO East
- Maintenance, Tech
- Warehouse

In addition, the District generally designates its custodial personnel between elementary and secondary sites. Using the same Gamewell-FCI system among the elementary sites will facilitate efficiency for the personnel in maintaining the facility.

These findings are made pursuant to Public Contract Code section 3400 and other applicable provisions.

Bidder confirms that the fire alarm will be provided and installed by an authorized Gamewell distributor. Bidder must state the name of the authorized Gamewell distributor utilized for the fire alarm system and installation, even if the total work of the authorized Gamewell distributor is less than one-half of one percent (0.5%).

**Proof of certification of the authorized Gamewell distributor is to be attached to this page at the time of bid submittal.**

Name of Authorized Gamewell Distributor \_\_\_\_\_ License # \_\_\_\_\_

Gamewell Distributor to be listed on subcontractor page if work percentage meet subcontractor listing requirements.

Name of Bidder: \_\_\_\_\_

**This form to be submitted with bid proposal at due date and time established in bid paperwork.**

## **SPECIAL INSTRUCTIONS – ITEM TWO**

**Notwithstanding any other provisions of the bid documents, any request for substitutions of equivalent equipment from Gamewell-FCI, must be submitted to the district no later than seven (7) calendar days prior to the bid opening. Any addendum identifying all Gamewell-FCI equipment deemed equivalent to those specified and approved by the district will be issued no fewer than three (3) calendar days prior to Bid Opening. Submittals must include comparative specification data of the specified Gamewell-FCI equipment and the proposed Gamewell-FCI equivalent equipment substitution.**

**INSTRUCTION TO BIDDERS – SUBSTITUTION OF MATERIAL SECTION as listed DOES NOT apply to this project.**

**ARTICLE 30. SUBSTITUTIONS – as listed in General Conditions, DOES NOT apply to the Fire Alarm Portion of this project.**

## **Health Screening**

Contractor shall require each service provider who provides services to Clovis Unified School District to conduct screening and/or testing for symptoms of COVID-19.

Such screening or testing, at a minimum, shall:

- (1) be conducted at least daily and before a service provider renders services to the District; and
- (2) comply with requirements or recommendations by federal, state, and/or local health officials that are in effect at the time the service provider is providing services to the District.
- (3) The screening may be in the form of the COVID-19 Service Provider Screening Tool included in this packet, which the District may modify to reflect developing requirements or recommendations from federal, state, and/or local health officials. If any service provider tests positive on any indicators of the self-screening tool, he/she must contact the contractor's assigner and remove himself/herself from service until he/she has no positive indicators on the self-screening or he/she has tested negative for COVID-19. It is the responsibility of the contractor's assigner to replace that service provider with a new service provider, who has no positive indicators on the self-screening tool or has tested negative for COVID-19. Contractor shall also require each service provider who provides services to the District to wear face coverings and/or other personal protective equipment as required or recommended by federal, state, and/or local health officials. In the event that the requirements or recommendations of federal, state, and local health official's conflict, contractor shall require each service provider to comply with the requirement/recommendation that is stricter. Contractor shall not allow any service provider who has tested positive for COVID-19, has symptoms of COVID19, or has any positive indicators on the self-screening tool to provide services for the District
- (4) If service provider has no fever or respiratory symptoms, they can provide service AFTER washing their hands and need to follow social distancing as appropriate for service being provided
- (5) Masking with cloth mask and physical distancing (6 feet apart) is required when providing service in district, especially when around district students and staff.

**FORM WITH BID RESPONSE  
COVID-19 SERVICE PROVIDER SCREEN TOOL**

All contractor service providers are required to “self certify” by answering the questions below prior to entering their assigned Clovis Unified School District service location and coming into contact with students and staff.

1. Feeling fever/chills, body aches, headache, repeated shaking/tremors, fatigue, nausea, vomiting, or diarrhea?	YES or NO	If yes → go home
2. New or worsening respiratory symptoms? (Shortness of breath, cough, congestion/runny nose, sore throat, or new loss of taste or smell)	YES or NO	If yes → go home
3. Has anyone in your household been confirmed or have you had close contact with anyone diagnosed with COVID-19 in the past 14 days?	YES or NO	If yes → go home
If you answer "yes" to any of the questions, you <u>must</u> report possible COVID symptoms to your supervisor to comply with Health Department contact tracing. Please stay home or go home and follow the isolation guidelines.		
If you answered YES with symptoms: Isolation until the following requirements have been met: <ul style="list-style-type: none"> <li>a. 10 days since symptoms first appeared <u>and</u></li> <li>b. 24 hours (1 day) with no fever (without the use of fever-reducing medicine) <u>and</u></li> <li>c. other symptoms have improved</li> </ul> If you test negative, you may return sooner when symptom free for 24 hours (1day) with no fever (without the use of fever-reducing medicine).		

Answered YES to BOTH Questions 1 AND 2:  
Service Provider needs to stay home and self-isolate until he/she is asymptomatic for three (3) days without the use of any medications, and it has been at least 7 days since the first day of their symptoms. Service provider MUST ensure coverage of District contracted service event.

Answered YES to ONLY Question 2: If symptoms are secondary to underlying disease (such as allergies or asthma) and not worsened compared to baseline, then service provider can report to district location. If symptoms in Question 2 are NEW, service provider needs to follow the same instructions as noted if both Questions 1 AND 2 are YES. Service provider MUST ensure coverage of District contracted service event.

**Contractor to acknowledge screening requirements noted above and return this form with bid response.**

I acknowledge health screening requirements and the mandate to meet all stated screen requirement as terms and conditions of providing services to the District.

\_\_\_\_\_  
Name of Contractor  
By : \_\_\_\_\_ Date: \_\_\_\_\_



**Bidder**

**DESIGNATION OF SUBCONTRACTORS**

In compliance with the provisions of Sections 4100 to 4114, inclusive, of the Public Contract Code of the State of California, and any amendments thereof, each bidder shall set forth below the name and the location of the mill, shop or office of each subcontractor who will perform work or labor or render service to the Contractor in or about the construction of the work or improvement to be performed under these specifications, in an amount in excess of one-half of 1 percent (0.5%) of the bidder's total bid, and the portion of the work which will be done by each subcontractor.

If the Contractor fails to specify a subcontractor for any portion of the work to be performed under the contract, the Contractor shall be deemed to have agreed to perform such portion itself, and shall not be permitted to subcontract that portion of the work except under the conditions hereinafter set forth.

Subletting or subcontracting of any portion of the work as to which no subcontractor was designated in the original bid shall only be permitted in cases of public emergency or necessity, and then only after a finding reduced to writing as a public record of the legislative body of the Owner.

**Note:** Reproduce for additional listings needed beyond the length of this form.

Portion of Work	Name of Subcontractor	Location & License # of Subcontractor*	Subcontractor DIR Registration #
			10000
			10000
			10000
			10000
			10000
			10000
			10000
			10000
			10000
			10000

\* ***If there are similarly named subcontractors in a particular location, list enough information in this column to differentiate. LOCATION OF SUBCONTRACTOR AND LICENSE NUMBER MUST BE PROVIDED IN BID RESPONSE***

**Listing Subcontractors.** As required pursuant to the Subletting and Subcontracting Fair Practices Act, each bidder shall submit with its bid a list of the names, license numbers, DIR registration numbers, and locations of the places of business of each subcontractor that will perform work or labor or render service to the bidder in or about the Project, or that, under subcontract to the bidder, will specially fabricate and install a portion of the work, in an amount in excess of one-half of 1 percent of the total amount of the bidder's bid. A bidder may not list more than one subcontractor for any one portion of the work. A bidder that fails to list a subcontractor for any portion of the work represents that it is fully qualified to and shall perform such work using its own forces. If the bid documents require the bidder to submit alternate bids and the bidder intends to use different or additional subcontractors for the alternates, the bidder must submit a separate list of subcontractors for each such alternate. A bidder shall submit the lists of subcontractors only on the form included in the bid documents.

**BID # 2889**

**CLOVIS UNIFIED SCHOOL DISTRICT**

**Portable Site Work – Various Sites**

**JOB REFERENCES**

Bidders must submit a list of at least three (3) projects of similar dollar volume completed within the last 24 months for reference purposes.

<b>DATE</b>	<b>JOB SITE</b>	<b>CONTACT PERSON</b>	<b>TELEPHONE NUMBER</b>

**NAME OF BIDDER** \_\_\_\_\_

3.97 (8.98)

## **Contractor and Grantee Compliance with Economic Sanctions Imposed in Response to Russia's Actions in Ukraine**

On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 (EO) regarding sanctions in response to Russian aggression in Ukraine. The EO is located at <https://www.gov.ca.gov/wp-content/uploads/2022/03/3.4.22-Russia-Ukraine-Executive-Order.pdf>.

The EO directs all agencies and departments that are subject to the Governor's authority to take certain immediate steps, including notifying all contractors and grantees of their obligations to comply with existing economic sanctions imposed by the U.S. government in response to Russia's actions in Ukraine, as well as any sanctions imposed under state law.

This correspondence serves as a notice under the EO that as a contractor or grantee, compliance with the economic sanctions imposed in response to Russia's actions in Ukraine is required, including with respect to, but not limited to, the federal executive orders identified in the EO and the sanctions identified on the U.S. Department of the Treasury website (<https://home.treasury.gov/policy-issues/financial-sanctions/sanctions-programs-and-country-information/ukraine-russia-related-sanctions>). Failure to comply may result in the termination of contracts or grants, as applicable.

Please note that for any agreements or grants valued at \$5 million or more, a separate notification will be sent outlining additional requirements specified under the EO.

Please contact Susan Rutledge at [SusanRutledge@cUSD.com](mailto:SusanRutledge@cUSD.com) if you should have any questions.

## AGREEMENT BETWEEN OWNER AND CONTRACTOR

THIS AGREEMENT, dated the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, in the County of Fresno, State of California, is by and between Clovis Unified School District (hereinafter referred to as "DISTRICT"), and \_\_\_\_\_ (hereinafter referred to as "CONTRACTOR").

The DISTRICT and the CONTRACTOR, for the consideration stated herein, agree as follows:

1. The complete contract includes all of the Project documents described in the General Conditions. The Project documents are complementary, and what is called for by anyone shall be as binding as if called for by all.
2. CONTRACTOR shall perform within the time set forth in Paragraph 4 of this Agreement everything required to be performed, and shall provide and furnish all the labor, materials, necessary tools, expendable equipment, and all utility and transportation services as described in the complete contract and required for construction of

### **BID # 2889** **Portable Site Work – Various Sites**

All of said work to be performed and materials to be furnished shall be completed in a good workmanlike manner in strict accordance with the plans, drawings, specifications and all provisions of the complete contract as hereinabove defined. The CONTRACTOR shall be liable to the DISTRICT for any damages arising as a result of a failure to fully comply with this obligation, and the CONTRACTOR shall not be excused with respect to any failure to so comply by any act or omission of the Architect, Engineer, Inspector, Division of State Architect, or representative of any of them, unless such act or omission actually prevents the CONTRACTOR from fully complying with the requirements of the Project documents, and unless the CONTRACTOR protests at the time of such alleged prevention that the act or omission is preventing the CONTRACTOR from fully complying with the Project documents. Such protest shall not be effective unless reduced to writing and filed with the DISTRICT within three (3) working days of the date of occurrence of the act or omission preventing the CONTRACTOR from fully complying with the Project documents.

3. DISTRICT shall pay to the CONTRACTOR, as full consideration for the faithful performance of the contract, subject to any additions or deductions as provided in the Project documents, the sum of \_\_\_\_\_ Dollars and \_\_ cents (\$\_\_\_\_\_)

4. The work shall be commenced on or before the fifth (5th) day after receiving the DISTRICT's Notice to Proceed and shall be completed within **50** calendar days.

5. Time is of the essence. If the work is not completed in accordance with Paragraph 4 above, it is understood that the DISTRICT will suffer damage. It being impractical and infeasible to determine the amount of actual damage, in accordance with Government Code Section 53069.85, it is agreed that CONTRACTOR shall pay to DISTRICT as fixed and liquidated damages, and not as a penalty, the sum One Thousand Dollars (\$1000.00) for each calendar day of delay until work is completed and accepted. This amount shall be deducted from any payments due to or to become due to CONTRACTOR. CONTRACTOR and CONTRACTOR'S surety shall be liable for the amount thereof. Time extensions may be granted by the DISTRICT as provided in the General Conditions.

6. In the event CONTRACTOR for a period of ten (10) calendar days after receipt of written demand from DISTRICT to do so, fails to furnish tools, equipment, or labor in the necessary quantity or quality, or to prosecute said work and all parts thereof in a diligent and workmanlike manner, or after commencing to do so within said ten (10) calendar days, fails to continue to do so, then the DISTRICT may exclude the CONTRACTOR from the premises, or any portion thereof, and take possession of said premises or any portion thereof, together with all material and equipment thereon, and may complete the work contemplated by this Agreement or any portion of said work, either by furnishing the tools, equipment, labor or material necessary, or by letting the unfinished portion of said work, or the portion taken over by the DISTRICT to another contractor, or by a combination of such methods. In any event, the procuring of the completion of said work, or the portion thereof taken over by the DISTRICT, shall be a charge against the CONTRACTOR, and may be deducted from any money due or to become due to CONTRACTOR from the DISTRICT, or the CONTRACTOR shall pay the DISTRICT the amount of said charge, or the portion thereof unsatisfied. The sureties provided for under this Agreement shall become liable for payment should CONTRACTOR fail to pay in full any said cost incurred by the DISTRICT.

7. The CONTRACTOR agrees to and does hereby indemnify and hold harmless the DISTRICT, its governing board, officers, agents, and employees from every claim or demand made, and every liability, loss, damage, or expense, of any nature whatsoever, which may be incurred by reason of:

(a) Liability for damages for (1) death or bodily injury to persons; (2) injury to, loss or theft of property; or (3) any other loss, damage or expense arising under either (1) or (2) above, sustained by the CONTRACTOR upon or in connection with the work called for in this Project, except for liability resulting from the sole active negligence, or willful misconduct of the DISTRICT.

(b) Any injury to or death of any person(s) or damage, loss or theft of any property caused by any act, neglect, default or omission of the CONTRACTOR, or any person, firm, or corporation employed by the CONTRACTOR, either directly or by independent contract, arising out of, or in any way connected with the work covered by this Agreement, whether said injury or damage occurs on or off District property.

The CONTRACTOR, at CONTRACTOR's own expense, cost, and risk shall defend any and all actions, suits, or other proceedings that may be brought or instituted against the DISTRICT, its governing board, officers, agents or employees, on any such claim, demand or liability, and shall pay or satisfy any judgment that may be rendered against the DISTRICT, its governing board, officers, agents or employees in any action, suit or other proceedings as a result thereof.

8. CONTRACTOR shall take out, prior to commencing the work, and maintain, during the life of this contract, and shall require all subcontractors, if any, whether primary or secondary, to take out and maintain:

Public Liability Insurance for injuries including accidental death, to any one person or any one accident, in an amount not less than \$2,000,000.00;

Property Damage Insurance in an amount not less than \$2,000,000.00;

Insurance Covering Special Hazards: The following special hazards shall be covered by rider or riders to above-mentioned public liability insurance or property damage insurance policy or policies of insurance, or by special policies of insurance in amounts as follows:

Automotive and truck where operated in amounts as above

Material hoist where used in amounts as above

9. Public Contract Code Section 22300 permits the substitution of securities for any monies withheld by a public agency to ensure performance under a contract. At the request and expense of the CONTRACTOR, securities equivalent to the amount withheld shall be deposited with the public agency, or with a state or federally chartered bank in California as the escrow agent, who shall then pay such monies to the CONTRACTOR. The District retains the sole discretion to approve the bank selected by the CONTRACTOR to serve as escrow agent. Upon satisfactory completion of the contract, the securities shall be returned to the CONTRACTOR. Securities eligible for investment shall include those listed in Government Code Section 16430 or bank or savings and loan certificates of deposit. The CONTRACTOR shall be the beneficial owner of any securities substituted for monies withheld and shall receive any interest thereon.

In the alternative, under Section 22300, the CONTRACTOR may request DISTRICT to make payment of earned retentions directly to the escrow agent at the expense of the CONTRACTOR. Also, at the CONTRACTOR's expense, the CONTRACTOR may direct investment of the payments in securities, and the CONTRACTOR shall receive interest earned on such investment upon the same conditions as provided for securities deposited by CONTRACTOR. Upon satisfactory completion of the contract, CONTRACTOR shall receive from the escrow agent all securities, interest and payments received by escrow agent from DISTRICT pursuant to the terms of Section 22300. CONTRACTOR shall pay to each subcontractor, not later than 20 days after receipt of such payment, the respective amount of interest earned, net of costs attributed to retention withheld from each subcontractor, on the amount of retention withheld to insure performance of the CONTRACTOR.

10. Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to be inserted herein and the Agreement shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not currently inserted, then upon application of either party the Agreement shall forthwith be physically amended to make such insertion or correction.

11. The complete contract as set forth in Paragraph 1 of this Agreement constitutes the entire Agreement of the parties. No other agreements, oral or written, pertaining to the work to be performed, exists between the parties. This Agreement

can be modified only by an amendment in writing, signed by both parties and pursuant to action of the Governing Board of the District.

12. The complete contract as set forth in Paragraph 1 of this Agreement constitutes the entire Agreement of the parties. No other agreements, oral or written, pertaining to the work to be performed, exists between the parties. This Agreement can be modified only by an amendment in writing, signed by both parties and pursuant to action of the Governing Board of the District.

13. CONTRACTOR shall comply with those provisions of the Labor Code requiring payment of prevailing wages, keeping of certified payroll records, overtime pay, employment of apprentices, and workers' compensation coverage, as further set forth in the General Conditions, and shall file the required workers' compensation certificate before commencing work.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed.

**DISTRICT**

**CONTRACTOR**

By: \_\_\_\_\_  
Signature

By: \_\_\_\_\_  
Signature\* (see next p.)

Michael Johnston  
Associate Superintendent Admin Services

\_\_\_\_\_  
Title

(Second signature required only for corporation)

By: \_\_\_\_\_  
Signature\*\* (see next p.)

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

(CORPORATE SEAL OF CONTRACTOR, if corporation)

\_\_\_\_\_  
Contractor's License No.

\_\_\_\_\_  
Tax ID/Social Security No.

\*If CONTRACTOR is a corporation, the first signature must be by one of the following officers of the corporation: Chairman of the Board, President, or any Vice President.

\*\*If CONTRACTOR is a corporation, the second signature must be by a different person from the first signature and must be by one of the following officers of the corporation: Secretary, any Assistant Secretary, the Chief Financial Officer, or any Assistant Treasurer.

**PAYMENT BOND  
(Labor and Material)**

**KNOW ALL MEN BY THESE PRESENTS:**

That **WHEREAS,**

\_\_\_\_\_ and

Hereinafter designated as the "Principal", have entered into a contract for the furnishing of all materials and labor, services and transportation, necessary, convenient, and proper to construct

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Portable Site Work – Various Sites**

Which said agreement dated \_\_\_\_\_, 20\_\_\_\_, and all of the contract documents attached to or forming a part of said agreement, are hereby referred to and made a part hereof; and

WHEREAS, the Principal is required, before entering upon the performance of the work, to file a good and sufficient bond with the body by whom the contract is awarded to secure the claims arising under said agreement.

**NOW, THEREFORE, THESE PRESENTS WITNESSETH:**

That the said Principal and the undersigned

\_\_\_\_\_ are held and firmly bound unto all laborers, material men, and other persons referred to in said statutes in the sum of \_\_\_\_\_ **Dollars (\$ \_\_\_\_\_)** which sum well and truly be made, we bind ourselves, our heirs, executors, administrators, successors, or assigns, jointly and severally, by these presents.

The condition of this obligation is that if the said Principal or any of its subcontractors, or the heirs, executors, administrators, successors, or assigns of any, all, or either of them, shall fail to pay for any materials, provisions, provender or other supplies, or teams, used in, upon, for, or about the performance of the work contracted to be done, or for any work or labor thereon of any kind or for amounts due under the Unemployment Insurance Act with respect to such work or labor, that said Surety will pay the same in an amount not exceeding the amount hereinabove set forth, and also in case suit is brought upon this bond, will pay a reasonable attorney's fee to be awarded and fixed by the Court, and to be taxed as costs and to be included in the judgment therein rendered.

It is hereby expressly stipulated and agreed that this bond shall inure to the benefit of any and all persons, companies, and corporations entitled to file claims so as to give a right of action to them or their assigns in any suit brought upon this bond.

Should the condition of this bond be fully performed, then this obligation shall become null and void, otherwise it shall be and remain in full force and effect.





**PERFORMANCE BOND**

**KNOW ALL MEN BY THESE PRESENTS** that we

\_\_\_\_\_ as Principal, and \_\_\_\_\_ as Surety, are held and firmly bound unto **Clovis Unified School District**, in the County of Fresno, State of California, hereinafter called the "Owner", acting on behalf of the State Allocation Board, State of California, in the sum of \_\_\_\_\_ **Dollars (\$ \_\_\_\_\_ )** for the payment of which sum well and truly made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents.

The condition of this obligation is such, that whereas the Principal entered into a certain contract with the Owner, dated \_\_\_\_\_, 20\_\_\_\_ for construction of

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**NOW, THEREFORE**, if the Principal shall well and truly perform and fulfill all the undertakings, covenants, terms, conditions, and agreements of said contract during the original term of said contract and any extensions thereof that may be granted by the Owner, with or without notice to the Surety, and during the life of any guaranty required under the contract, and shall also well and truly perform and fulfill all the undertakings, covenants, terms, conditions, and agreements of any and all duly authorized modifications of said contract that may hereafter be made, then this obligation to be void, otherwise to remain in full force and virtue.

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

**IN WITNESS WHEREOF**, the above-bounden parties have executed this instrument under their several seals this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

(To be signed by \_\_\_\_\_ )  
(Principal and Surety, \_\_\_\_\_ )  
(and acknowledged and \_\_\_\_\_ )  
(Notarial Seal attached \_\_\_\_\_ )

(Affix Corporate Seal)

(Individual Principal)

(Business Address)

{Affix Corporate Seal}

(Corporate Principal)

(Business Address)

{Affix Corporate Seal}

(Corporate Surety)

(Business Address)

By:

The rate or premium on this bond is \_\_\_\_\_ per thousand.

The total amount of premium charged is \_\_\_\_\_ .

The above must be filled in by Corporate Surety.

END OF SECTION  
3.97 (8.98)