

CLOVIS UNIFIED SCHOOL DISTRICT

**BID PACKAGE FOR
BID 3000
DISTRICT CAMPUS PHASE I – F.I.D. IMPROVEMENTS**

Corine Folmer, Ed.D.
Superintendent

Clovis Unified School District
1450 Herndon Avenue
Clovis, California 93611
(559) 327-9479

**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 construction of:

BID 3000– DISTRICT CAMPUS PHASE I – F.I.D. IMPROVEMENTS

as per drawings and specifications which may be obtained electronically from:

MARK WILSON CONSTRUCTION

Attention: Cole Bendoski

5799 E Clinton Ave. Fresno, CA 93727

Email: estimating@markwilsonconstruction.com

Phone: 559-348-0421

Mandatory Pre-Bid Meeting- There will be one mandatory pre-bid meeting scheduled for Tuesday August 27, 2024, at 10:00 AM, at 301 N. Fowler Ave. Clovis, CA 93611. Meet at the MWC job trailer. Contractors who do not attend will be disqualified from bidding.

Time of completion for this project shall be **97 calendar days** (per construction manager's work schedule) from the start of the project as established within the Owner's Notice to Proceed.

Bids must be sealed and filed in the **Clovis Unified School District Purchasing Department at 1450 Herndon Ave, Clovis, California 93611** before **11:00 am** on **September 5, 2024** on the clock designated by the Owner or its representative as the bid clock, after which time bids will be opened. No bid will be accepted by Owner after this time. Facsimile (FAX) copies of the bid will not be accepted.

Bids will be opened in public at the following address: **Clovis Unified School District, District Office East Conference Room, 1450 Herndon Avenue Clovis, California 93611**. Bids will NOT be accepted at the bid opening location.

The DVBE Declaration of Good Faith Efforts to use Disabled Veteran Business Enterprises must be signed, filed, and included in sealed bid package before **11:00 am** on **September 5, 2024** at which time the bids (including the DVBE Declaration of Good Faith Efforts to Use Disabled Veteran Business Enterprises) will be opened in public.

Bids must be accompanied by a bidder's bond, cashier's check, or certified check for at least ten per cent (10%) of the amount of the base bid and made payable to the Owner, issued by an Admitted Surety.

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.

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 "A" or "C-36" license** classification.

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 will any contract be entered into without proof of the contractor's and subcontractors' current registration with the Department of Industrial Relations to perform public work. If awarded a Contract, the Bidder, and its subcontractors, of any tier,

shall maintain active registration with the Department of Industrial Relations for the duration of the Project.

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

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

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

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

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

Advertise: August 16, 2024 By: MICHAEL JOHNSTON
 August 23, 2024 ASSISTANT SUPERINTENDENT OF BUSINESS SERVICES

INSTRUCTIONS TO BIDDERS
BID 3000– DISTRICT CAMPUS PHASE I – F.I.D. IMPROVEMENTS

SECURING DOCUMENTS:

Drawings and Specifications are electronically from:

MARK WILSON CONSTRUCTION
Attention: Cole Bendoski
5799 E Clinton Ave. Fresno, CA 93727
Email: estimating@markwilsonconstruction.com
Phone: 559-348-0421

DEPOSIT: None Required for Electronic Copies

Mandatory Pre-Bid Meeting- There will be one mandatory pre-bid meeting scheduled for Tuesday August 27, 2024, at 10:00 AM, at 301 N. Fowler Ave. Clovis, CA 93611. Meet at the MWC job trailer. Contractors who do not attend will be disqualified from bidding.



Question Deadline: All questions must be submitted in writing to estimating@markwilsonconstruction.com on or before **August 28, 2024** at 3:00pm (PST).

PROPOSALS:

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

1. Proposals shall be made on a form therefore, obtained from the Construction Manager or 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, the California contractor license number, and for all projects over Twenty-Five Thousand Dollars (\$25,000), the public works contractor registration number, 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 ($\frac{1}{2}$) of one percent (1%) of the bidder's total bid. An inadvertent error in listing a California contractor's license number shall not be grounds for filing a bid protest or for considering the bid nonresponsive if the bidder submits the corrected contractor's license number to the Owner within 24 hours after the bid opening, or any continuation thereof, so long as the corrected contractor's license number corresponds to the submitted name and location for that subcontractor.
 - 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 ($\frac{1}{2}$) 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 ($\frac{1}{2}$) 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.

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. To this end, Bidder shall sign and submit with its Bid the Public Works Contractor Registration Certification on the form provided, attesting to the facts contained therein. Failure to submit this form may render the Bid non-responsive. In addition, each Bidder shall provide the registration number for each listed subcontractor in the space provided in the Designation of Subcontractors Form.

7. All bids 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 (A) or (C-36) 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.
11. Contractor shall maintain its license in good standing through Completion of the Work and all applicable warranty periods. Owner reserves the right to reject any bid as nonresponsive if bidder or any subcontractor is not licensed in good standing from the time the bid is submitted to Owner up to award of the Contract, whether or not the bidder listed the subcontractor inadvertently, or if a listed subcontractor's license is suspended or expires prior to award of the

Contract. Owner also reserves the right to reject any bid as nonresponsive if a listed subcontractor's license is not in good standing to perform the work for which it is listed from the time of submission of the bidder's bid to award of the Contract.

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 BIDS:

Opening of bids 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. Contract may be modified by mutual agreement between District and Contractor.

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 prime 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.

REGISTRATION: Pursuant to SB 854, for all projects over Twenty-Five Thousand Dollars (\$25,000), the Owner shall not accept any bid or enter into any contract without proof of the bidder's current registration to perform public work under Labor Code section 1725.5.

For all projects over Twenty-five Thousand Dollars (\$25,000), the bidder shall not accept any subbid or enter into any subcontract without proof of the subcontractor's current registration to perform public work under Labor Code section 1725.5.

CONTRACT BONDS:

Two bonds, in original form, 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 unmutilated condition and without any marks or annotations is demanded within the time limit indicated under **DEPOSIT** in this section.

SUBSTITUTION OF MATERIALS:

The Contractor must ensure that the proposed substitutions by the Contractor or its subcontractors are submitted to the Owner and Architect a minimum of TEN (10) 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 may be issued prior to bid opening, including all equipment and materials deemed equivalent to those specified and approved by the Architect. Submittals shall include comparative spec-data of the specified equipment or material and the proposed substitution as set forth in the Contract Documents. Submittals without this information will be automatically rejected.

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 of completion for this project shall be **97 calendar days** (per construction manager's work schedule) from the start of the project as established within the Owner's Notice to Proceed. All procurement, coordination, milestones, durations, activities and sequences *for the bid packages* shall be performed as shown in the Construction Management Bid Schedule and Section 01320 of the specification and as modified by a monthly schedule update, if any.

Should said work not be completed within the time limit as may be extended as herein provided, damages will be sustained by the Owner. It is understood and agreed that it is and will be impracticable or extremely difficult to determine the actual amount of damages which the Owner will sustain in the event of and by reason of such delay, and it is therefore agreed that the Contractor will pay the Owner the sum of **one thousand dollars and 00/100 (\$1000.00) per calendar** 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.

The bid is subject to DVBE requirements.

END OF SECTION
REV. 3.97 (8.98)

BID PROPOSAL FORM FOR BID 3000

Date _____, 2024

Company Name _____

Bid Package Number and Title _____

**CLOVIS UNIFIED SCHOOL DISTRICT
PURCHASING
1450 HERNDON
CLOVIS, CALIFORNIA 93611**

The undersigned doing business under the firm name of _____ hereby propose and agree to enter into an agreement, to furnish any and all labor, materials, equipment and services for the completion of work described hereinafter and in the contract documents entitled construction of:

DISTRICT CAMPUS PHASE I- F.I.D. IMPROVEMENTS

for the sum(s) quoted below.

Total Bid _____ **Dollars \$** _____

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:

Our Public Liability and Property Damage Insurance is placed with:

Our Workers' Compensation Insurance is placed with:

The following must be completed without exception:

1. Name of Foreman / Superintendent for this Project _____
2. Acknowledge receipt and review of full set of bid documents _____ (Initial)
3. Crewing for this Project - Minimum Crew _____ Maximum Crew _____
4. Summary of Work has been reviewed and is included _____ (Initial)
5. Bid Schedule has been reviewed and accepted _____ (Initial)
6. The following items are attached to this bid form
 - a. Bid Proposal Form _____ (Initial)
 - b. Bid Bond _____ (Initial)
 - c. Non-Collusion Affidavit _____ (Initial)
 - d. Subcontractor Listing _____ (Initial)
 - e. Job References _____ (Initial)
 - f. Insurance Rating Submittal form _____ (Initial)
 - g. DVBE Good Faith Effort _____ (Initial)
 - h. Student Safety Declaration _____ (Initial)
 - i. Iran Contracting Act Verification Form _____ (Initial)
 - j. Federal Bid Requirements _____ (Initial)
 - k. Russia / Ukraine Sanctions _____ (Initial)
7. Proper Prevailing wages included in this bid _____ (Initial)
*Requirements for Certified Payroll Reporting is acknowledged.

Circular letters, bulletins, addenda, etc., bound with 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. _____ Dated: _____

Addendum No. _____ Dated: _____

Addendum No. _____ Dated: _____

Addendum No. _____ Dated: _____

Note: Any exclusion to the scope of work or items noted in this bid form will be considered as cause to deem this bid non-responsive.

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 _____, 2024

Signed _____

Print or Type Name _____

Business Address _____

Phone # _____

Fax # _____

License # _____

Email Address _____

DIR NUMBER _____

Additional Signature Lines if Applicable:

Signed _____

Print or Type Name _____

Business Address _____

Signed _____

Print or Type Name _____

Business Address _____

Signed _____

Print or Type Name _____

Business Address _____

State of Incorporation if Applicable __

() Evidence of authority to bind corporation is attached.

Print or Type Name _____

Business Address _____

Phone Number: _____

FAX Number: _____

Contractor's License Number _____

Email Address _____

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 "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 construction of **BID 3000- DISTRICT CAMPUS PHASE I - F.I.D. IMPROVEMENTS** in strict accordance with 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.

(Notary Seal)

(Principal)

(Business Address)

(Corporate Surety)

(Business Address)

By: _____

The rate or premium of this bond is _____ per thousand, the total amount of premium charged, \$_____.

(The above must be filled in by Corporate Surety).

In presence of:
END OF SECTION
If: 10/97 (8.98)

BID 3000

NONCOLLUSION DECLARATION

Owner: Clovis Unified School District

Contract for: BID 3000– DISTRICT CAMPUS PHASE I – F.I.D. IMPROVEMENTS

I am the _____ of _____, the party making the foregoing bid.

The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or to refrain from bidding. 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. All statements contained in the bid are true. 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, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on _____,[month / day], 20__, at _____ [city],California.

Signature

Print Name

NOTE: A declaration does not have to be notarized.

DESIGNATION OF SUBCONTRACTORS

Page 1 of 2

Bid 3000- DISTRICT CAMPUS PHASE I – F.I.D. IMPROVEMENTS

Each bidder shall set forth below the name and the location of the place of business of each subcontractor and the California contractor license number, and public works contractor registration number (for all projects over Twenty-five Thousand Dollars (\$25,000)), 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, or to a subcontractor licensed by the State of California who, under subcontract to the Contractor, 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 of 1 percent (0.5%) of the bidder's total bid, and the portion of the Work which will be done by each subcontractor. An inadvertent error in listing a California contractor's license number shall not be grounds for filing a bid protest or for considering the bid nonresponsive if the bidder submits the corrected contractor's license number to the Owner within 24 hours after the bid opening, or any continuation thereof, so long as the corrected contractor's license number corresponds to the submitted name and location for that subcontractor. If the Contractor fails to specify a subcontractor for any portion of the Work to be performed under the Contract in excess of one-half of 1 percent (0.5%) of the Contractor's total bid, 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.

For all projects over Twenty-five Thousand Dollars (\$25,000): for any bid proposal submitted and for any contract for public work entered into, an inadvertent error in listing a subcontractor who is not registered under Labor Code section 1725.5 shall not be grounds for filing a bid protest or grounds for considering the bid nonresponsive, provided that either: the subcontractor is registered prior to the bid opening; or the subcontractor is registered and has paid the penalty registration fee specified in Labor Code section 1725.5(a)(2)(E), if applicable, within 24 hours after the bid opening; or the subcontractor is replaced by another registered subcontractor under Public Contract Code section 4107. Failure of a listed subcontractor to be registered shall be grounds under Public Contract Code section 4107 for the Contractor, with the Owner's consent, to substitute a registered subcontractor for the unregistered subcontractor.

Failure to provide this information in a legible manner may result in the rejection of an otherwise acceptable bid.

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

DESIGNATION OF SUBCONTRACTORS

Portion of Work	Name of Subcontractor & Phone No.	Location of Subcontractor	California Contractor License Number	Public Works DIR Contractor Registration Number (if applicable)

I am the authorized representative of the Bidder submitting this Designation of Subcontractors and I declare that each subcontractor listed holds a valid and current contractor license in good standing in California to perform the portion of work for which the subcontractor is listed.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on _____, 20____, at _____ [city], California..

Signature: _____

Print Name: _____ Title: _____

END OF SECTION 3.97 (3.24)

CLOVIS UNIFIED SCHOOL DISTRICT
Bid 3000
DISTRICT CAMPUS PHASE I – F.I.D. IMPROVEMENTS

NAME OF BIDDER _____

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.

DATE	JOB SITE	CONTACT PERSON	TELEPHONE NUMBER

3.97 (8.98)

INSURANCE RATING SUBMITTAL FORM

Bid 3000- DISTRICT CAMPUS PHASE I – F.I.D. IMPROVEMENTS

1. Insurance Requirements – Proof of Carriage of Insurance – coverage with rating of A- or better is required on this project.
2. Proof of A- or better coverage to be submitted with bid proposal at due date and time established in the bid packet.

Attach report of Insurance Rating to this form (Sample Report Below). Rating Report information to be obtained from A.M. Best Company – <http://www.ambest.com> **CERTIFICATE OF INSURANCE IS NOT AN AM BEST REPORT**

Name of Bidder: _____

*******This form and report are required to be submitted with bid proposal at due date and time established in bid *******

Starr International Insurance (Switzerland) AG

BestLink  AMB #: 074683
Domiciliary Address
Talstrasse 58
8001 Zürich,
Switzerland

SAMPLE REPORT

Assigned to insurance companies that have, in our opinion, an excellent ability to meet their ongoing insurance obligations.



AM Best Rating Unit: AMB #: 013930 - Starr Insurance & Reinsurance Limited

View additional news, reports and products for this company.

Based on AM Best's analysis, 055404 - Starr International Company, Inc. is the AMB Ultimate Parent and identifies the topmost entity of the corporate structure. View a list of operating insurance entities in this structure.

Best's Credit Ratings	
Financial Strength View Definition	
Rating (Rating Category):	A (Excellent)
Affiliation Code:	g (Group)
Outlook (or Implication):	Stable
Action:	Affirmed
Effective Date:	November 05, 2021
Initial Rating Date:	March 31, 2021
Long-Term Issuer Credit View Definition	
Rating (Rating Category):	a (Excellent)
Outlook (or Implication):	Positive
Action:	Affirmed
Effective Date:	November 05, 2021
Initial Rating Date:	March 31, 2021
Financial Size Category View Definition	
Financial Size Category:	XV (\$2 Billion or greater)
Best's Credit Rating Analyst	
Rating Office:	A.M. Best Europe - Rating Services Ltd.
Associate Financial Analyst:	Marving Lopez
Director-Analytica:	Ghislain Le Cam, CFA
Note:	See the Disclosure Information Form or Press Release below for the office and analyst at the time of the rating event.
Note: Credit Ratings on this company are European Union Endorsed	
Disclosure Information	
Disclosure Information Form View AM Best's Rating Disclosure Form	
Press Release AM Best Revises Issuer Credit Rating Outlook to Positive for Starr International Company Inc.'s Insurance Subsidiaries November 05, 2021 View AM Best's Rating Review Form	

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 _____, 20____ at _____, California.

(Signature of Representative)

NOTE: A declaration does not have to be notarized.

END OF SECTION
TB:if w/LS 3.02

**STUDENT SAFETY DECLARATION
FINGERPRINTING NOTICE AND ACKNOWLEDGEMENT**
Construction, Rehabilitation or Repair Contractors
(Education Code section 45125.2)

Note: This document must be executed and submitted with the bid.

Business entities entering into contracts with the Owner for the construction, reconstruction, rehabilitation or repair of a facility must comply with Education Code sections 45125.1 and 45125.2. Such entities are responsible for ensuring full compliance with the law and should therefore review all applicable statutes and regulations. The following information is provided simply to assist such entities with compliance with the law.

1. If the Owner determines your employee(s) or you as a sole proprietorship will have more than limited contact with students, then you must take one or more of the following steps:
 - a. Install a physical barrier at the worksite to limit contact with pupils.
 - b. Have an employee (if not a sole proprietorship), who the Department of Justice has ascertained has not been convicted of a violent or serious felony, continually monitor and supervise employees. The entity shall verify in the Independent Contractor Student Contact Form to the Owner that the employee charged with monitoring and supervising its employees has no such convictions. (See attached.)
 - c. Arrange, with Owner's approval, for surveillance by Owner's personnel.

If one or more of these steps is taken, you are not required to comply with Education Code section 45125.1.

2. If you are providing the services in an emergency or exceptional situation, you are not required to comply with Education Code section 45125.2. An "emergency or exceptional" situation is one in which pupil health or safety is endangered or when repairs are needed to make a facility safe and habitable. Owner shall determine whether an emergency or exceptional situation exists.

I have read the foregoing and agree to comply with the requirements of Education Code §§ 45125.1 and 45125.2 as applicable.

Dated: _____

Signature

Name: _____

Title: _____

ATTACHMENT

Under Education Code section 45125.1, no employee of a contractor or subcontractor, and no sole proprietor, who has been convicted of or has criminal proceedings pending for a violent or serious felony may come into contact with any student. A violent felony is any felony listed in subdivision (c) of Section 667.5 of the Penal Code. Those felonies are presently defined as:

- (1) Murder or voluntary manslaughter.
- (2) Mayhem.
- (3) Rape as defined in paragraph (2) or (6) of subdivision (a) of Section 261 or paragraph (1) or (4) of subdivision (a) of Section 262.
- (4) Sodomy as defined in subdivision (c) or (d) of Section 286.
- (5) Oral copulation as defined in subdivision (c) or (d) of Section 288a.
- (6) Lewd or lascivious act as defined in subdivision (a) or (b) of Section 288.
- (7) Any felony punishable by death or imprisonment in the state prison for life.
- (8) Any felony in which the defendant inflicts great bodily injury on any person other than an accomplice which has been charged and proved as provided for in Section 12022.7, 12022.8, or 12022.9 on or after July 1, 1977, or as specified prior to July 1, 1977, in Sections 213, 264, and 461, or any felony in which the defendant uses a firearm which use has been charged and proved as provided in subdivision (a) of Section 12022.3, or Section 12022.5 or 12022.55.
- (9) Any robbery.
- (10) Arson, in violation of subdivision (a) or (b) of Section 451.
- (11) Sexual penetration as defined in subdivision (a) or (j) of Section 289.
- (12) Attempted murder.
- (13) A violation of Section 18745, 18750, or 18755.
- (14) Kidnapping.
- (15) Assault with the intent to commit a specified felony, in violation of Section 220.
- (16) Continuous sexual abuse of a child, in violation of Section 288.5.
- (17) Carjacking, as defined in subdivision (a) of Section 215.
- (18) Rape, spousal rape, or sexual penetration, in concert, in violation of Section 264.1.
- (19) Extortion, as defined in Section 518, which would constitute a felony violation of Section 186.22 of the Penal Code.
- (20) Threats to victims or witnesses, as defined in Section 136.1, which would constitute a felony violation of Section 186.22 of the Penal Code.

- (21) Any burglary of the first degree, as defined in subdivision (a) of Section 460, wherein it is charged and proved that another person, other than an accomplice, was present in the residence during the commission of the burglary.
- (22) Any violation of Section 12022.53.
- (23) A violation of subdivision (b) or (c) of Section 11418.

A serious felony is any felony listed in subdivision (c) Section 1192.7 of the Penal Code. Those felonies are presently defined as:

- (1) Murder or voluntary manslaughter; (2) Mayhem; (3) Rape; (4) Sodomy by force, violence, duress, menace, threat of great bodily injury, or fear of immediate and unlawful bodily injury on the victim or another person; (5) Oral copulation by force, violence, duress, menace, threat of great bodily injury, or fear of immediate and unlawful bodily injury on the victim or another person; (6) Lewd or lascivious act on a child under the age of 14 years; (7) Any felony punishable by death or imprisonment in the state prison for life; (8) Any felony in which the defendant personally inflicts great bodily injury on any person, other than an accomplice, or any felony in which the defendant personally uses a firearm; (9) Attempted murder; (10) Assault with intent to commit rape, or robbery; (11) Assault with a deadly weapon or instrument on a peace officer; (12) Assault by a life prisoner on a non-inmate; (13) Assault with a deadly weapon by an inmate; (14) Arson; (15) Exploding a destructive device or any explosive with intent to injure; (16) Exploding a destructive device or any explosive causing bodily injury, great bodily injury, or mayhem; (17) Exploding a destructive device or any explosive with intent to murder; (18) Any burglary of the first degree; (19) Robbery or bank robbery; (20) Kidnapping; (21) Holding of a hostage by a person confined in a state prison; (22) Attempt to commit a felony punishable by death or imprisonment in the state prison for life; (23) Any felony in which the defendant personally used a dangerous or deadly weapon; (24) Selling, furnishing, administering, giving, or offering to sell, furnish, administer, or give to a minor any heroin, cocaine, phencyclidine (PCP), or any methamphetamine-related drug, as described in paragraph (2) of subdivision (d) of Section 11055 of the Health and Safety Code, or any of the precursors of methamphetamines, as described in subparagraph (A) of paragraph (1) of subdivision (f) of Section 11055 or subdivision (a) of Section 11100 of the Health and Safety Code; (25) Any violation of subdivision (a) of Section 289 where the act is accomplished against the victim's will by force, violence, duress, menace, or fear of immediate and unlawful bodily injury on the victim or another person; (26) Grand theft involving a firearm; (27) carjacking; (28) any felony offense, which would also constitute a felony violation of Section 186.22; (29) assault with the intent to commit mayhem, rape, sodomy, or oral copulation, in violation of Section 220; (30) throwing acid or flammable substances, in violation of Section 244; (31) assault with a deadly weapon, firearm, machine gun, assault weapon, or semiautomatic firearm or assault on a peace officer or firefighter, in violation of Section 245; (32) assault with a deadly weapon against a public transit employee, custodial officer, or school employee, in violation of Sections 245.2, 245.3, or 245.5; (33) discharge of a firearm at an inhabited dwelling, vehicle, or aircraft, in violation of Section 246; (34) commission of rape or sexual penetration in concert with another person, in violation of Section 264.1; (35) continuous sexual abuse of a child, in violation of Section 288.5; (36) shooting from a vehicle, in violation of subdivision (c) or (d) of Section 26100; (37) intimidation of victims or witnesses, in violation of Section 136.1; (38) criminal threats, in violation of Section 422; (39) any attempt to commit a crime listed in this subdivision other than an assault; (40) any violation of Section 12022.53; (41) a violation of subdivision (b) or (c) of Section 11418; and (42) any conspiracy to commit an offense described in this subdivision.

End of Section

IRAN CONTRACTING ACT CERTIFICATION
(Public Contract Code sections 2202-2208)
(To be Executed by Bidder and Submitted With Bid)

As required by Public Contract Code (“PCC”) section 2204 for contracts of \$1,000,000 or more, please insert bidder’s or financial institution’s name and Federal ID Number (if available) and complete **one** of the options below. Please note that California law establishes penalties for providing false certifications, including civil penalties equal to the greater of \$250,000 or twice the amount of the contract for which the false certification was made; contract termination; and three-year ineligibility to bid on contracts. (PCC §2205.)

OPTION #1 - CERTIFICATION

I, the official named below, certify I am duly authorized to execute this certification on behalf of the bidder/financial institution identified below, and the bidder/financial institution identified below is **not** on the current list of persons engaged in investment activities in Iran created by California Department of General Services (“DGS”) and is not a financial institution extending twenty million dollars (\$20,000,000) or more in credit to another person/bidder, for 45 days or more, if that other person/bidder will use the credit to provide goods or services in the energy sector in Iran and is identified on the current list of persons engaged in investment activities in Iran created by DGS. (PCC §2204(a).)

<i>Bidder Name/Financial Institution (Printed)</i>	<i>Federal ID Number (or n/a)</i>
<i>By (Authorized Signature)</i>	
<i>Printed Name and Title of Person Signing</i>	
<i>Date Executed</i>	<i>Executed in</i>

OPTION #2 – EXEMPTION

Pursuant to Public Contract Code sections 2203(c) and (d), a public entity may permit a bidder/financial institution engaged in investment activities in Iran, on a case-by-case basis, to be eligible for, or to bid on, submit a proposal for, or enters into or renews, a contract for goods and services. If you have obtained an exemption from the certification requirement under the Iran Contracting Act, please fill out the information below, and attach documentation demonstrating the exemption approval.

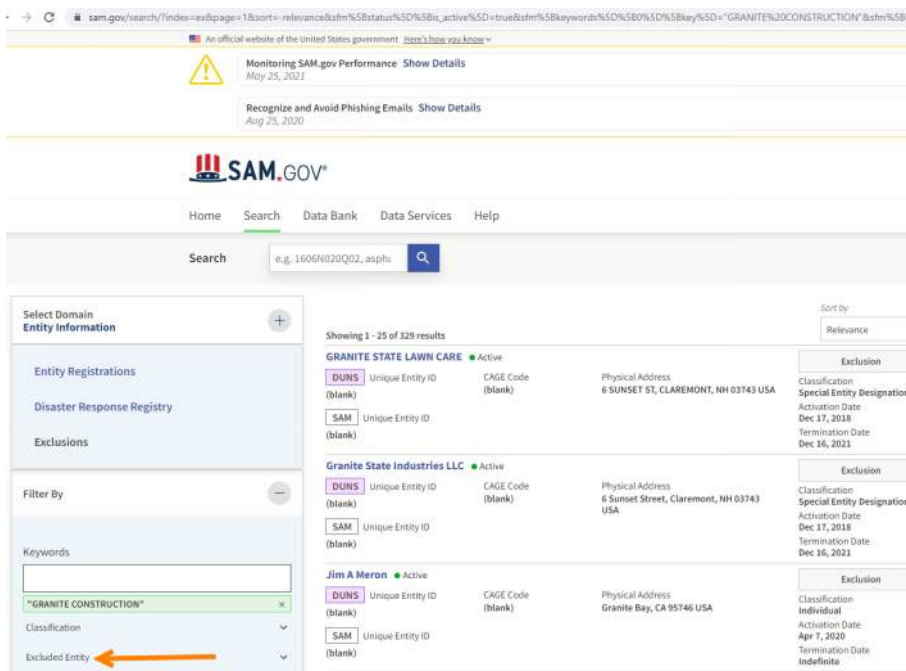
<i>Bidder Name/Financial Institution (Printed)</i>	<i>Federal ID Number (or n/a)</i>
<i>By (Authorized Signature)</i>	
<i>Printed Name and Title of Person Signing</i>	<i>Date Executed</i>

**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**
 - 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**
 - 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**



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.



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

Select Domain
Entity Information +

Entity Registrations

Disaster Response Registry

Exclusions

Filter By -

Keywords


"GRANITE CONSTRUCTION" x

Classification v

Excluded Entity ^

Entity Name

No results found

 **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

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-programsand-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 if you should have any questions.

Doc# 59221, 04/2022

CONTRACTOR SIGNATURE: _____

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

Bid 3000- DISTRICT CAMPUS PHASE I – F.I.D. IMPROVEMENTS

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.

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

IN WITNESS WHEREOF, this instrument has been duly executed by the Principal and Surety

this _____ day of _____, 20____

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

Principal

Surety

By:

Attorney-in-Fact

The above bond is accepted and approved this _____ day of _____,
20____ .

END OF SECTION
3.97 (8.98)

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

Bid 3000- DISTRICT CAMPUS PHASE I – F.I.D. IMPROVEMENTS

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)

**FREE RECORDING IN ACCORDANCE
WITH CALIFORNIA GOVERNMENT
CODE SECTIONS 6103 AND 27383**

Documentary Transfer Tax -- \$0.00

RECORDING REQUESTED BY

**AND WHEN RECORDED MAIL TO
FOR THE BENEFIT OF**

**FRESNO IRRIGATION DISTRICT
2907 SOUTH MAPLE AVENUE
FRESNO CA 93725-2218**

Recording Information

*** PIPELINE REPLACEMENT AND EASEMENT AGREEMENT**

LOCATION: S/E Herndon and Fowler avenues

APN: 550-020-47T

FACILITY: Clovis No. 115

PROJECT: Clovis Unified School District – District Office Expansion

This Pipeline Replacement and Easement Agreement is made effective as of _____, 2024 ("Effective Date"), by and between (i) the Fresno Irrigation District, a California irrigation district ("District") and (ii) Clovis Unified School District, a California Unified School District ("Landowner" and/or "Grantor"), and (iii) American Incorporated, a California Corporation ("Contractor").

A. Landowner owns and/or plans to develop certain real property located in Fresno County, lying south of Herndon Avenue and east of Fowler Avenue, which includes the real property described in Exhibit A to this Agreement (the "Property"). A District facility commonly known as the Clovis No. 115 pipeline traverses through the boundary of the Property (the "Pipeline" or "Improvements").

B. District owns and operates underground irrigation pipelines located south of Herndon Avenue, east of Fowler Avenue. The District holds an exclusive easement for such pipelines under the following instrument: (i) Grant of Easement and Right of Way, dated August 26, 1983, recorded November 3, 1983, as Document No. 83102166 of the Official Records of Fresno County.

C. Landowner needs District's consent in certain matters to develop the Property. District is willing to provide such consent, subject to Landowner's providing a formal recorded and deeded easement for District's facilities (Pipeline/Improvements), and provided that Landowner agrees to replace a portion of existing pipeline with new pipeline built to the District's specifications.

D. If there are any secured lenders or others having any senior recorded interests in the Grantor's land that will be subject to the easement(s) granted hereunder, Landowner/Grantor is also willing to obtain recorded Subordination Agreements from any and all such secured lenders or others having any senior recorded interests in the Landowner's/Grantor's land that will be subject to the easement granted hereunder; and, understands that without such Subordinations, that the District's easement could be subject to divestiture should a senior interest holder or lienholder foreclose on the subject Property and thereby eliminate the easement granted hereunder.

NOW THEREFORE, in consideration of the mutual covenants and conditions contained herein, the parties agree as follows:

1. Easement.

(a) Landowner hereby grants to District, its successors and assigns, a perpetual and exclusive¹ easement and right-of-way to construct, install, operate, use, maintain, alter, repair, improve, reconstruct, access, inspect, clean, reconfigure, redesign, traverse and/or pipe: canal(s), ditches, pipelines turnouts, gates, structures, conduits, meters, valves, measuring and/or telemetric control devices or structures, monitoring stations/devices, power lines, poles, panels and/or equipment, pumps or any other accouterments or security structures ("Improvements") the District deems helpful or necessary in connection with its rights granted under this GRANT OF EASEMENT (all hereinafter "Improvements") as determined by the District and to flow and conduct water through said pipes, canals, conduits, structures and Improvements across, over, through and under that certain real property owned by Grantor in the County of Fresno, State of California, more particularly described in Exhibit B and shown on Exhibit C to this Agreement.

(b) Said easement and right-of-way shall include all rights necessary, convenient or incidental to the use thereof as determined by the District including the right of unrestricted ingress to and egress from said easement, Improvements and right-of-way so described over and across said real property owned by Grantor at such times and locations and for such equipment, material, personnel and vehicles as determined by the District.

(c) All canals, pipes, pipelines, conduits and other facilities ("Improvements") constructed, installed and/or placed by or for District upon and within said easement shall become and remain the property of District and, except as provided in Section 2(e)² and 2(h)³, shall be maintained by

¹ Subject to certain permissive uses of Landowners surface rights in the easement area(s) set forth and specifically permitted by District, herein as discussed in Section 1 (d).

² Which provides for Landowner maintenance and repair of such improvements for the term prescribed therein.

³ Which provides for Landowner maintenance and repair of such improvements for the term prescribed therein.

District at District's expense and Grantor shall have no right, title or interest therein. When said pipes, pipelines and other structures or facilities shall be constructed installed, operated, maintained, altered, repaired, improved, reconstructed, accessed, inspected, cleaned, reconfigured, redesigned, traversed, piped, etc., the manner in which they shall be installed, constructed, maintained and/or placed by or for the District; and, the time and manner for conducting and discharging water through the same shall be in the sole, exclusive and absolute control of District.

(d) District hereby allows, to Grantor, the right to use the surface of the land within said easement as set forth by a separate Encroachment Agreement, for its own purposes, so long as said use by Grantor does not interfere in any way with the use of said easement by District for the purposes for which said easement is granted, the proposed use as approved in writing by District; and, provided further that Grantor shall not build or construct any building or other permanent structure on or plant any vegetative materials within said easement (including but not limited to asphalt, concrete pads, drive approaches, curbs, valley gutters, sidewalks, curb ramps, watermains, storm drains, storage sheds, carports, garages, building overhangs, pergolas, patios, pools, pool equipment, hot tubs, spas, decks, basins, kiosks, bollards, fences, gates, septic systems, leach lines, wells, entry/exit landings, or any similar improvements) without the written permission and consent of District, which permission may be withdrawn at any time by the District if Grantor's activities or improvements interfere with the District's easement. District shall have the right, without notice, and at Grantor's expense, to remove any structures, fences, or vegetative materials or other encroachments from said easement which interfere at any time with the purpose or use of said easement from time to time as determined by the District.

(e) The foregoing easement and right-of-way is in addition to District's existing rights in the Property, and shall not constitute a surrender of such existing rights or pre-existing rights or uses by the District.

(f) If applicable, as noted in Recital D above, Landowner will arrange for any secured lienholder having an interest in the Property subject to any easement(s) granted hereunder to submit a recordable, fully executed Subordination Agreement in form and substance acceptable to the District to be recorded contemporaneously herewith to subordinate any such lien to the easement(s) and rights of way and other interests herein conveyed to the District as a condition to the District accepting this easement, as also noted below.

2. Pipeline Replacement. Contractor shall install new pipeline within the Easement area described in Exhibits B as provided below to District's specifications.

(a) Landowner and Contractor agree at its expense to remove

existing pipe, lay, construct, and install approximately four hundred thirty-seven feet (437') of thirty inch (30") inside diameter rubber-gasket reinforced concrete pipe (ASTM C-361) (RGRCP), with such inlets, outlets, connections and other structures as may be specified by District (the "Project"). The Project shall be laid, constructed, installed, and backfilled in accordance with plans and specifications approved by District, and the top of said pipeline shall be no less than 36" below the surface of the surrounding ground and any proposed or existing roads, streets or alleys crossed thereby. All pipe shall be laid and installed in a good workmanlike manner.

(b) All precast concrete pipe, cast-in-place concrete pipe, and any other type of pipe to be installed shall meet the minimum requirements of the then most current "American Society of Testing and Materials" specifications, "The American Concrete Institute" specifications, and the specifications and requirements of District for the type and class of pipe agreed to be installed.

(c) The construction and installation of the Project shall not interfere with the flow, timing or distribution of water through the present facilities as required by District. No work on the Project shall begin without the written permission of District. Landowner, Contractor, and District agree and acknowledge that the construction of the Project shall not occur during the normal irrigation season of District. Contractor shall not damage, destroy, alter, disrupt, discard, remove or connect to any existing facilities owned by District (other than the portion of the Pipeline to be replaced).

(d) Landowner and Contractor agree that the construction of the Project is subject to the District's review and approval, and that the Project must be accepted by District in writing as complying with this Agreement and District specifications. Upon such written acceptance, the Project shall become and remain the property of District. The manner, method and time (and timing) of conducting and discharging water through the Project shall be in the sole and absolute control of District.

(e) Prior to commencement of any work on the Project, Contractor shall furnish District with a surety bond in the amount of TWO HUNDRED FIVE THOUSAND SEVEN HUNDRED THIRTY-NINE and 00/100 Dollars (\$205,739.00), guaranteeing its timely performance under this Agreement, including payment of all amounts herein agreed to be paid by Contractor. District shall have the right to request a copy of the Landowner's cost estimates and contracts for constructing the Project, including amounts payable to any contractors. If such cost is greater than Contractor's surety bond, District shall have the right to request an additional bond from Contractor, at Contractor's expense, to guarantee Contractor's timely performance. Said bond may be reduced to THIRTY THOUSAND EIGHT HUNDRED SIXTY and 85/100 Dollars (\$30,860.85) after the completion and acceptance of the Project and Contractor's payment of all costs associated

with the Project. This reduced amount shall be for guaranteeing that the Contractor will maintain and repair defects in the Contractor's work (in keeping with District-approved Standards and Specifications) on the Project discovered within a period of one (1) year from the date of District's written acceptance, as described below. The expense of such bonds shall be borne by Contractor. All bonds shall be executed by Contractor and a corporate bonding company licensed to transact such business in the State of California and acceptable to District. Evidence of authority of any attorney-in-fact acting for the corporate surety must be provided in the form of a certificate in effect as of the date of the bonds. The form of the bonds or any alternative security offered by Contractor shall be subject to the approval of the District.

(f) Within thirty (30) days after written acceptance of the Project by District, Landowner shall pay in full any and all costs associated with the Project, including, but not limited to, costs for labor, materials, equipment, installation, trenching, backfilling, leveling and testing. In the event Landowner fails to make such payments within the time required, District may, but shall not be obligated to, pay any outstanding costs associated with the Project. Landowner shall repay District for any amounts so expended with interest thereon at the rate of ten percent (10%) per annum.

(g) Landowner shall, at its own expense, procure a policy of title insurance issued to District with liability in the amount of TWO HUNDRED FIVE THOUSAND SEVEN HUNDRED THIRTY-NINE and 00/100 Dollars (\$205,739.00), showing title to easement granted to District in the real property described in Exhibit A hereto to be free and clear of encumbrances which would in any way interfere with District's use of said easement. Landowner shall furnish District with said policy after the completion and acceptance of the Project.

(h) Contractor will maintain and repair defects in the Contractor's work (in keeping with District-approved Standards and Specifications) which are discovered within a period of one (1) year after the written acceptance thereof by District, and to pay all costs of such repairs and maintenance. District shall notify Landowner and Contractor in writing of any defects within the one year, describing, at a minimum, the particular defect(s), repairs, replacements and/or the maintenance that are necessary, the District-approved Standards and Specifications for such work; and, including providing the Contractor with sufficient time to make the repairs. Landowner and Contractor acknowledge that during the time that the pipeline is carrying irrigation water, storm water, surface water to municipal surface water treatment plants or other such water, that the pipeline may not be accessible or available to make the indicated repairs and/or perform the required maintenance, in which case, the time for the Contractor to effectuate such repair/maintenance work will be extended past 1 year if necessary to enable such work to be performed as quickly as possible once the pipeline is available and free of water. In the event Contractor fails to repair, maintain or replace

any part of the Project during agreed-to period when the pipeline is available, following the one (1) year period during which said work was identified, District shall have the right, but shall not be obligated to, make any such repairs or replacements that it deems reasonably necessary, and Landowner shall repay District the cost of any such repairs or replacement with interest at the rate of ten percent (10%) per annum.

3. Indemnity. Landowner and Contractor agree to defend, indemnify and hold District harmless from and against any claim, liability, loss, cost, damage, attorneys' fees or expense arising out of Landowner's and Contractor's activities in the areas described in Exhibit A, B & C, and the performance of Landowner's obligations under this Agreement.

4. Costs. Landowner shall pay to District the cost of the preparation of this Agreement and any related agreements regarding the Project, the costs of District's review of the Landowner's proposed development of the Property, the costs of District's review of the plans and specifications for the new pipeline. Landowner agrees such fees are non-refundable and non-transferable, and the payment of such fees may not be deferred.

5. Subordination. District's obligations under this Agreement are conditioned upon the subordination of any lien against such parcel and the Property, other than the lien for taxes not yet due, that could be foreclosed to eliminate District's recorded easement interests. District shall obtain a title report for the Property, at Landowner's expense, for the purpose of identifying such liens.

6. Specific Performance. Landowner and Contractor agree that District will not have an adequate remedy at law if this Agreement is not performed in accordance with its terms, and that any damages available at law for breach of this Agreement would not be an adequate remedy. Therefore, Landowner's and Contractor's obligations under this Agreement are enforceable by a decree of specific performance, and appropriate injunctive relief may be applied for and granted in connection therewith. These remedies and all other remedies provided for in this Agreement are cumulative and not exclusive and are in addition to any other remedies that District may have under this Agreement.

7. Further Assurances. From time to time and at any time after the execution and delivery hereof, each of the parties, at its own expense, shall execute, acknowledge and deliver any further instruments, documents and other assurances reasonably requested by the other party, and shall take any other action consistent with the terms of this Agreement that may reasonably be requested by the other party, to evidence or carry out the intent of this Agreement.

8. Assignment; Binding Effect. Neither party shall assign any interest in this Agreement without the express written consent of the other party, which shall not be unreasonably withheld. This Agreement shall “run with the land” and shall be binding upon the Property, and shall inure to the benefit of the future owners of the Property.

9. Interpretation. This Agreement is the result of negotiations between the parties and has been reviewed by their respective counsel, and is the product of their joint efforts. The parties agree that any rule of interpretation that automatically construes an ambiguous contract provision against the drafting party shall be of no effect.

10. Professionals' Fees. Should any action or proceeding be commenced between the parties hereto concerning this Agreement, or the rights and duties of any party in relation thereto, the party prevailing in such action or proceeding shall be entitled, in addition to such other relief as may be granted, to recover from the losing party a reasonable sum for its attorneys', paralegals', accountants', and other professional fees and costs incurred in connection with such action or proceeding.

11. Parties in Interest. Nothing in this Agreement, whether expressed or implied, is intended to confer any rights or remedies on any persons other than the parties hereto and their respective successors and assigns, nor is anything in this Agreement intended to relieve or discharge the obligation or liability of any third person to any party to this Agreement, nor shall any provision give any third person any right of subrogation or action over and against any party to this Agreement.

12. Survival. Each of the terms, provisions, representations, warranties, and covenants of the parties shall be continuous and shall survive the closing or other consummation of the transactions contemplated in this Agreement.

13. Notices. All notices and other communications required under this Agreement shall be in writing and shall be deemed to have been duly given (i) on the date of service, if served personally on the person to whom notice is to be given, (ii) on the date of service if sent by telecopier, provided the original is concurrently sent by first class mail, and provided that notices received by telecopier after 5:00 p.m. shall be deemed given on the next business day, (iii) on the next business day after deposit with a recognized overnight delivery service, or (iv) on the third (3rd) day after mailing, if mailed to the party to whom notice is to be given by first class mail, registered or certified, postage-prepaid, and properly addressed as follows:

To District: Fresno Irrigation District
2907 South Maple Avenue
Fresno, CA 93725-2218
Attn: General Manager

To Landowner: Clovis Unified School District
1450 Herndon Avenue
Clovis, CA 93611
Attn: Michael Johnston

To Contractor: American Incorporated
1345 N. American Street
Visalia, CA 93291
Attn: Warren Oldfield

A party may change its address for notices by providing notice to the other parties as provided above.

14. Miscellaneous. Time is of the essence of this Agreement and each and all of its provisions. The subject headings of the paragraphs and subparagraphs of this Agreement are included for purposes of convenience only and shall not affect the construction or interpretation of any of its provisions. Waiver of any breach of this Agreement by any party hereto shall not constitute a continuing waiver or a waiver of any breach of the same or another provision of this Agreement. This Agreement may be executed in any number of counterparts and each such counterpart shall be deemed to be an original instrument. If any provision of this Agreement is held by a court of competent jurisdiction to be void or unenforceable, the remaining provisions shall remain in full force and effect and shall not be affected. This Agreement shall be governed by the laws of the State of California. All words used in this Agreement shall be construed to include the plural as well as the singular number and vice versa. Words used herein in the present tense shall include the future as well as the present.

IN WITNESS WHEREOF, the parties have executed this Agreement to be effective as of the date first above written.

"Landowner"

CLOVIS UNIFIED SCHOOL DISTRICT, a
California unified school district

By _____
Michael Johnston, Associate
Superintendent Administrative Services

"Contractor"

AMERICAN INCORPORATED, a
California Corporation

By _____
Warren Oldfield, Authorized Signatory

"District"

FRESNO IRRIGATION DISTRICT, a
California irrigation district

By _____
Ryan Jacobsen, President

By _____
Bill Stretch, Secretary

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA)
) ss
COUNTY OF _____)

On _____ before me, _____, Notary Public, personally appeared _____ who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument. I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ (Seal)

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA)
) ss
COUNTY OF _____)

On _____ before me, _____, Notary Public, personally appeared _____ who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument. I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ (Seal)

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA)
) ss
COUNTY OF _____)

On _____ before me, _____, Notary Public, personally appeared _____ who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument. I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ (Seal)

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA)
) ss
COUNTY OF _____)

On _____ before me, _____, Notary Public, personally appeared _____ who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument. I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ (Seal)

EXHIBIT "A"
LEGAL DESCRIPTION

APN: 550-020-47T, 491-050-74ST, and 550-020-45T(Combined)

Property Legal

The real property lying within the Northeast quarter of Section 4 and the Northwest quarter of Section 3, all in Township 13 South, Range 21 East, Mount Diablo Base and Meridian, in the City of Clovis, County of Fresno, State of California, according to the Official Plat thereof, described as follows:

Commencing at a 3 ½ inch Fresno County Cap Monument, stamped, marking the Northeast corner of said Section 4;

Thence along the East boundary of said Section 4, South 00° 09' 53" East, 577.46 feet, to the true point of beginning;

Thence North 89° 44' 35" West, 249.15 feet to the beginning of a curve concave to the Southeast having a radius of 80.00 feet, through which a radial line bears North 00° 15' 25" East;

Thence Westerly along said curve through a central angle of 48° 38' 28" an arc distance of 67.92 feet;

Thence South 41° 36' 57" West, 37.81 feet to a point on the East right of way of North Fowler Avenue;

Thence along said East right of way South 48° 23' 02" East, 280.31 feet to the beginning of a curve concave to the Southwest, having a radius of 562.00 feet, through which a radial line bears North 41° 36' 57" East;

Southerly along said curve through a central angle of 32° 47' 50" an arc distance of 321.70 feet to a point on the South line of the North 1086.60 feet of said Section 3;

Thence South 89° 45' 25" East, 750.68 feet to the West line of the tract of land conveyed by John Schaffner, by Deed recorded January 23, 1920 in Book 721, Page 152 of Deeds, Fresno County Records;

Thence North 00° 01' 23" East along the West line of said John Schaffner Land, 1044.60 feet to a point on the South right of way of Herndon Avenue, said point being 42.00 feet South of the North line of said Section 3;

Thence along said South right of way North 89° 45' 26" West, 449.45 feet;

Thence departing from said South right of way South 00° 09' 53" East, 535.55 feet;

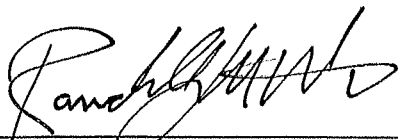
Thence North 89° 44' 35" West, 346.42 feet to the true point of beginning.

Excepting therefrom any portion thereof lying within the rights of way of North Fowler Avenue and East Herndon Avenue.

Being shown as Parcel B of Lot Line Adjustment 2006-22 as evidenced by Grant Deeds recorded August 29, 2008 as Instrument No. 2008-123992 and 2008-123997, both of Official Records.

END DESCRIPTION

This legal description was prepared by me, or under my direction, in accordance with the Professional Land Surveyors' Act.



Date: March 11, 2024

Randell Scott West, PLS 8663
Blair, Church & Flynn Consulting Engineers

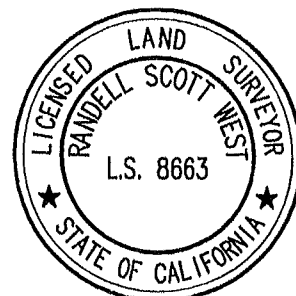


EXHIBIT "B"
LEGAL DESCRIPTION

APN: 550-020-47T (Portion)
Fresno Irrigation District Access Easement

A portion of that parcel of land granted by Grant Deed, recorded August 29, 2008 as Document No. 2008-123997 of Official Records of Fresno County, lying in the Northwest quarter of Section 3, Township 13 South, Range 21 East, Mount Diablo Base and Meridian, in the City of Clovis, County of Fresno, State of California, more particularly described as follows:

COMMENCING at the Northwest Corner of said Section 3;

thence South 89°28'25" East, along the North line of said Northwest quarter, a distance of 346.45 feet to a point of intersection with the Northerly prolongation of the West line of said Grant Deed;

thence South 00°08'00" West, along said prolongation, a distance of 42.00 feet to a point of intersection thereof with the North line of Grant of Easement, recorded August 26, 1983, per Document No. 83102166, of Official Records of Fresno County, said line being parallel with and 42.00 feet South of said Section line;

thence South 00°08'00" West, along said West line, a distance of 17.00 feet to a point of intersection thereof with the South line of said Grant of Easement, said line being parallel with and 17.00 feet South of said North line of Grant of Easement and being the **POINT OF BEGINNING**.

thence South 89°28'25" West, along said parallel line, a distance of 449.33 feet to a point of intersection with the East line of aforementioned Grant Deed;

thence South 00°17'50" West, along said East line, a distance of 13.00 feet to a point of intersection thereof with a line which is parallel with and 13.00 feet South of last said South line;

thence North 89°28'25" West, along last said parallel line, a distance of 449.29 feet to a point of intersection with the said West line;

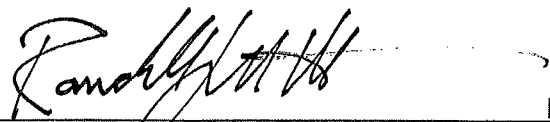
thence North 00°08'00" East, along said West line, a distance of 13.00 feet to the **POINT OF BEGINNING**.

Containing an area of 5,841 square feet or 0.13 acres, more or less.

The above described easements are graphically depicted on the attached Exhibit "C" and made a part of this description by reference thereto.

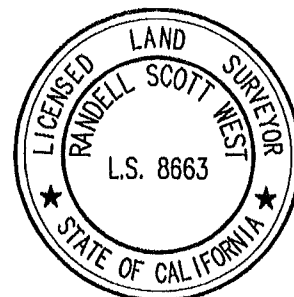
END DESCRIPTION

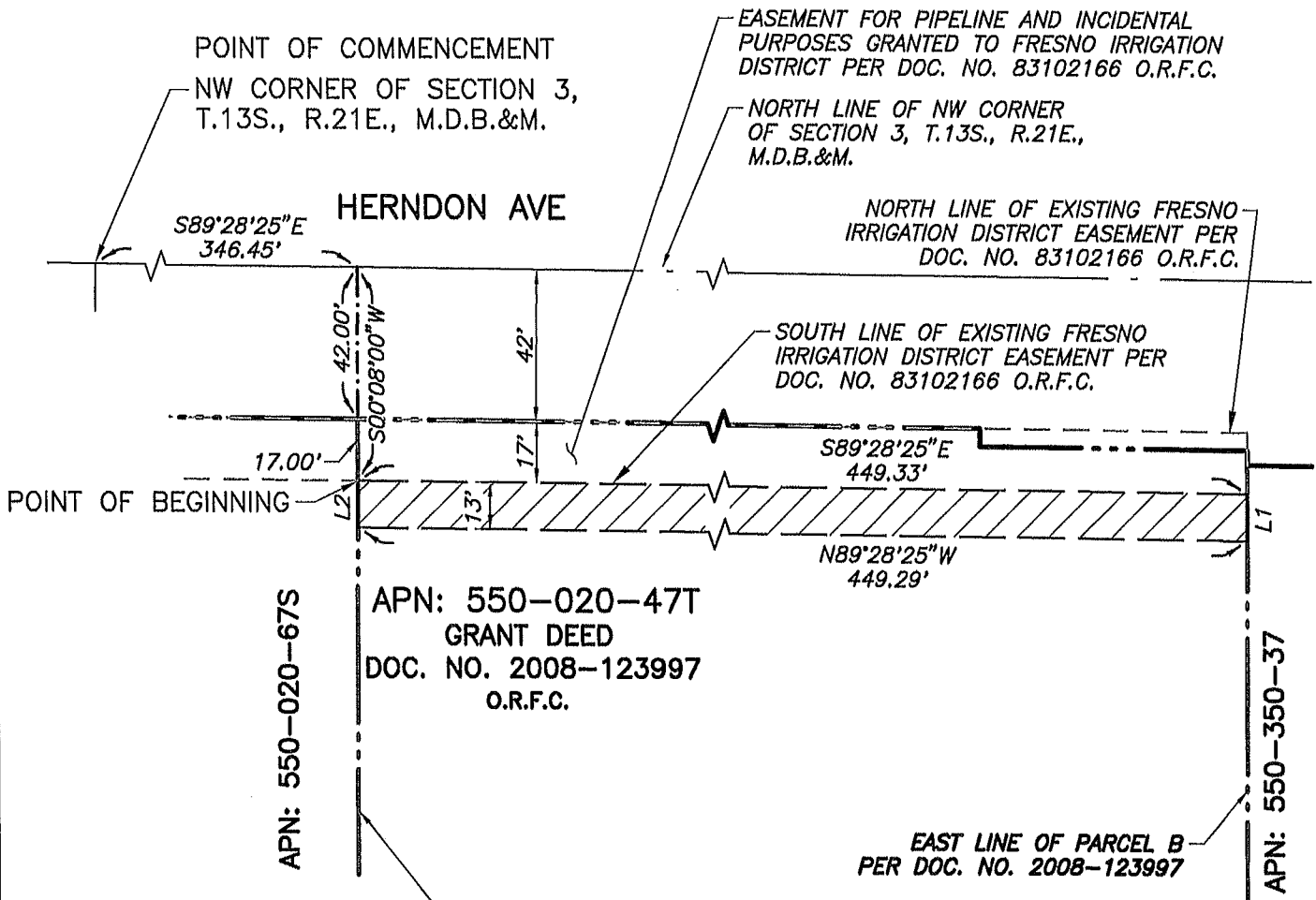
This legal description was prepared by me, or under my direction, in accordance with the Professional Land Surveyors' Act.



Date: March 11, 2024

Randell Scott West, PLS 8663
Blair, Church & Flynn Consulting Engineers

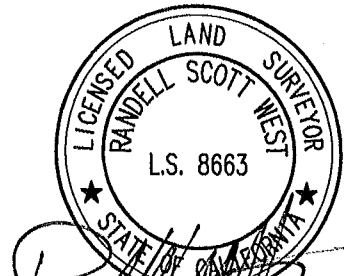




LINE TABLE		
LINE #	LENGTH	BEARING
L1	13.00'	$S0^{\circ}17'50''W$
L2	13.00'	$N0^{\circ}08'00''E$

LEGEND:

- EXISTING PROPERTY LINE
 - EXISTING EASEMENT
 - EXISTING RIGHT-OF-WAY LINE
 - SECTION LINE
 - EXTENSION LINE
 - FRESNO IRRIGATION DISTRICT ACCESS EASEMENT
- TOTAL AREA:
5,841 SQ.FT./0.13 AC.



	CONSULTANT Blair, Church & Flynn Consulting Engineers 461 Clovis Avenue, Suite 200 Clovis, California 93612 Tel (569) 320-1400 Fax (569) 320-1500	FRESNO IRRIGATION DISTRICT EXHIBIT "C" EASEMENT PLAT PORTION OF APN: 550-020-477	DR. BY LJ CH. BY RSW DATE 3/11/24 SCALE: AS NOTED	SHEET NO. 1 OF 1 SHEETS

**FORM OF PERFORMANCE BOND ON AGREEMENTS
FOR REPLACEMENT OF PIPELINES**

KNOW ALL MEN BY THESE PRESENTS:

That we, _____, of Fresno County, California, as PRINCIPAL, and the _____ COMPANY, as SURETY, are held and firmly bound unto FRESNO IRRIGATION DISTRICT, an irrigation district in Fresno County, California, herein after referred to as DISTRICT, in the sum of _____ (\$ _____), for the payment whereof said PRINCIPAL and SURETY bind themselves firmly by these presents.

WHEREAS, the PRINCIPAL has entered into a written agreement titled
“ _____ ”

recorded on _____ as Document Number _____, Official Records of Fresno County, with DISTRICT providing for the granting of an easement and right-of-way for a pipeline and structures and the construction of a pipeline and structures on such easement and right-of-way, and for the repair and maintenance of said pipeline and structures in accordance with the provisions of said agreement, reference to which is made for further particulars;

NOW, THEREFORE, the condition of this obligation is such that if the PRINCIPAL shall perform said agreement in accordance with its terms and shall indemnify the DISTRICT against any loss or damage directly arising by reason of the failure of PRINCIPAL to faithfully perform the said agreement and to construct, or cause to be constructed, and repair and maintain, or cause to be repaired and maintained, the said pipeline and structures in accordance therewith, and to pay, or cause to be paid in full, the entire expense thereof, then this obligation shall be void; otherwise to remain in full force and effect.

Signed and sealed this _____ day of _____, 20_____.

PRINCIPAL

COMPANY

BY: _____
Attorney-in-Fact

SURETY

AFFIDAVIT

STATE OF CALIFORNIA)
COUNTY OF FRESNO) ss.

On this _____ day of _____, 20____, before me,
_____, a Notary Public in and for the County and State aforesaid, duly
commissioned and sworn, personally appeared _____,
known to me to be the person whose name is subscribed to the foregoing instrument as the Attorney-
in-Fact of the _____ Company, and acknowledged to me that
he/she subscribed the name of the _____ Company
thereto as Surety and his/her own name as Attorney-in-Fact, respectively.

Notary Public in and for the County of Fresno
State of California

NOTE: If the bond is signed by any different officer or agent of the corporation than an attorney- in-
fact, the form of acknowledgment should be changed accordingly.

AGREEMENT BETWEEN OWNER AND CONTRACTOR

THIS AGREEMENT, dated the _____ day of _____, 2024, 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 any one 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 3000 – DISTRICT CAMPUS PHASE I – F.I.D. IMPROVEMENTS

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 _____ (\$).

4. The work shall be commenced on or before the fifth (5th) day after receiving the DISTRICT's Notice to Proceed – total project shall be completed within **97 calendar days (per construction manager's work schedule)**. Individual project trades to be completed in accordance with construction manager's work schedule.

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 provide the insurance set forth in the General Conditions. The amount of general liability insurance shall be not less than \$1,000,000 per occurrence for bodily injury, personal injury and property damage and the amount of automobile liability insurance shall be not less than \$2,000,000 per accident for bodily injury and property damage combined single limit.

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. 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.

The Contractor and each subcontractor shall furnish a certified copy of all payroll records directly to the Labor Commissioner. Submittal of said records to meet DIR submittal process instructions and requirements.

For public works contracts awarded on and after January 1, 2015, those public works projects shall be subject to compliance monitoring and enforcement by the Department of Industrial Relations.

As of March 1, 2015, a contractor or subcontractor shall not be qualified to submit a bid or to be listed in a bid proposal subject to the requirements of Public Contract Code section 4104 unless currently registered and qualified under Labor Code section 1725.5 to perform public work as defined by Division 2, Part 7, Chapter 1 (§§1720 et seq.) of the Labor Code.

As of April 1, 2015, a contractor or subcontractor shall not be qualified to enter into, or engage in the performance of, any contract of public work (as defined by Division 2, Part 7, Chapter 1 (§§1720 et seq.) of the Labor Code) unless currently registered and qualified under Labor Code section 1725.5 to perform public work.

13. The Contractor must comply with the applicable requirements of the Division of State Architect ("DSA") Construction Oversight Process ("DSA Oversight Process"), including but not limited to (a) notifying the Owner's Inspector of Record/Project Inspector ("IOR") upon commencement and completion of each aspect of the work as required under DSA Form 156; (b) coordinating the Work with the IOR's inspection duties and requirements; (c) submitting verified reports under DSA Form 6-C; and (d) coordinating with the Owner, Owner's Architect, any Construction Manager, any laboratories, and the IOR to meet the DSA Oversight Process requirements without delay or added costs to the Project.

Contractor shall be responsible for any additional DSA fees related to review of proposed changes to the DSA-approved construction documents, to the extent the proposed changes were caused by Contractor's wrongful act or omissions. If inspected work is found to be in non-compliance with the DSA-approved construction documents or the DSA-approved testing and inspection program, then it must be removed and corrected. Any construction that covers unapproved or uninspected work is subject to removal and correction, at Contractor's expense, in order to permit inspection and approval of the covered work in accordance with the DSA Oversight Process.

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

DISTRICT

By: _____
Signature

Michael Johnston
Associate Superintendent
Title

CONTRACTOR

By: _____
Signature* (see next p.)

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.*

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