

**DOCUMENT 0010  
FORMS LISTING  
TABLE OF CONTENTS**

<b>DOCUMENT</b>	<b>DESCRIPTION</b>
00010	TABLE OF CONTENTS
00100	INSTRUCTIONS TO BIDDERS
00200	PRIME POINT OF CONTACT
00300	BID FORM
00400	CONTRACTOR'S CERTIFICATE REGARDING WORKERS' COMPENSATION
00410	SAMPLE: BID BOND
00420	DESIGNATION OF SUBCONTRACTORS
00430	DESIGNATION OF DVBE SUBCONTRACTORS
00440	PROJECTS COMPLETED
00450	ASBESTOS-FREE MATERIALS CERTIFICATION
00460	RECYCLED CONTENT CERTIFICATION
00470	CONTRACTOR & SUBCONTRACTOR FINGERPRINTING REQUIREMENTS
00480	DRUG-FREE WORKPLACE CERTIFICATION
00482	ALCOHOLIC BEVERAGE and TOBACCO FREE POLICY
00485	PUBLIC WORKS CONTRACTOR REGISTRATION CERTIFICATION
00490	NON-COLLUSION DECLARATION
00495	IRAN CONTRACTING ACT CERTIFICATION
00500	CONTRACT
00550	ESCROW AGREEMENT (only used if not submitting Bid Bonds)
00600	PERFORMANCE BOND
00610	PAYMENT BOND FOR PUBLIC WORKS
00650	CARB COMPLIANCE
00660	SUFFICIENT FUNDS DECLARATION
00750	<del>DISCLOSURE OF LOBBYING ACTIVITIES (NOT USED)</del>
00900	EXECUTIVE ORDER N-6-22

DOCUMENT 00100  
**INSTRUCTIONS TO BIDDERS**

Bid No.030425-A: Madera High School HVAC Project

Contract for the  
Madera Unified School District

**CONTACT WITH DISTRICT PERSONNEL:**

In order to control information disseminated regarding this Bid, Organizations interested in submitted proposals are directed NOT to make personal contact with District Employees or Board Members. Questions regarding this bid may be submitted in writing to:

[SusanHarautunejian@maderausd.org](mailto:SusanHarautunejian@maderausd.org)

**Contracts For Construction, Reconstruction Rehabilitation Or Repair Of A School Facility Involving Only Limited Contact with Students.**

If the District determines based on the totality of the circumstances concerning the Project that the Contractor and Contractor's employees are subject to the requirements of Education Code section 45125.2 pertaining to Contracts for Construction, Reconstruction, Rehabilitation or Repair of a School Facility because they will have only limited contact with pupils, by execution of the Contract, the Contractor acknowledges that Contractor is entering into a contract for the construction, reconstruction, rehabilitation or repair of a school facility involving only limited contact with students. Accordingly, the parties agree that the following conditions apply to any work performed by the Contractor and/or Contractor's employees on a school site: (1) Contractor and/or Contractor's employees shall check in with the school office each day immediately upon arriving at the school site; (2) Contractor and/or Contractor's employees shall inform school office staff of their proposed activities and location at the school site; (3) Once at such location Contractor and/or Contractor's employees shall not change locations without contacting the school office; (4) Contractor and Contractor's employees shall not use student restroom facilities; and (5) If Contractor and/or Contractor's employees find themselves alone with a student, Contractor and Contractor's employees shall immediately contact the school office and request that a member of the school staff be assigned to the work location.

**SECURING DOCUMENTS:**

The Contract Documents, including the Drawings and Specifications, are available at Madera Unified School District Website <https://www.madera.k12.ca.us/Page/6984>.

**PREQUALIFICATION:**

This Contract **is** subject to prequalification, which applies to contractors with the following licenses: Prime contractors with either an A or B license; and Contractors with a C-4, C-7, C-10, C-16, C-20, C-34, C-36, C-38, C-42, C-43, or C-46 license, regardless of whether they are a prime contractor or subcontractor. If a bidder is not prequalified to bid on the Contract at least five (5) business days before the bid deadline and at the bid deadline, Owner will not accept the bid. Any subcontractors listed by a bidder for Work requiring one of the above "C" licenses must be

prequalified at least five (5) business days before the bid deadline and at the bid deadline, or Owner will not accept the bid. The application for prequalification must be submitted to the Owner by ***“the deadline specified in the application”***. The prequalification application may be obtained from the Owner. If a contractor is currently prequalified by the District in an amount sufficient for this contract, and such requalification will not expire prior the bid deadline for this contract, then the contractor will not have to submit a new prequalification application.

**RETENTION:**

The Owner will withhold retention of 5% from all progress payments.

**REGISTRATION:**

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.

**PRE-BID CONFERENCES, SITE VISITS, OR MEETINGS:**

Mandatory pre-bid conferences, site visits, or meetings will be held as described in the Notice to Bidders.

**BUILDERS RISK COVERAGE:**

For the purpose of builders risk coverage (see General Conditions Article 11), the project ***“is not”***; being solely funded by revenue bonds.

**PROJECT LABOR AGREEMENT:**

No project labor agreement applies to this contract.

**USE OF FEDERAL FUNDS**

No federal funds are being used by Owner for the Contract.

**BIDS:**

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

1. Facsimile, e-mail, or other electronic copies of the Bid Form and other bid documents will not be accepted; only hard copies will be accepted. Bids shall be made on the Bid Form obtained from the Architect or Owner. Bids not made on the proper Bid Form shall be disregarded. Numbers must be stated in words and figures.

2. No bid will be considered which makes exceptions, changes, or in any manner makes reservations to the terms of the drawings or specifications. If prequalification is required for this Contract, no bid will be accepted from a contractor that has not been prequalified.
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. Oral responses will not be binding on the Owner or Architect or any Construction Manager.
4. Signatures:
  - A. Each bid must give the full business address of the bidder and be signed by bidder. Bids by partnerships must furnish the full name of all partners and must be signed in the partnership name by a general partner with authority to bind the partnership in such matters, followed by the signature and designation of the person signing. The name of the person signing shall also be typed or printed below the signature. Bids 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 chairman of the board, president or any vice president, and then followed by a second signature by the secretary, assistant secretary, the chief financial officer or assistant treasurer. All persons signing must be authorized to bind the corporation 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 officers signing on behalf of a corporation shall be furnished with the bid.
  - B. The signatures on the Bid Form and other bid documents must be original longhand signatures in permanent blue ink. Any other type of signature, including an electronic signature, will not be accepted.
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 and these Instructions to Bidders, every bidder shall set forth in its bid (using the Owner's form for Designation of Subcontractors):
  - 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 Industrial Relations of the State of California, in the manner provided by law, has ascertained the general prevailing rate of per diem wages and the rate for legal holidays and overtime work. The Contractor must pay for any labor therein described or classified in an amount not less than the rates specified. Copies of the required rates are on file at the Owner's business office and are available to any interested party on request.
7. All Bid Forms must be accompanied by a completed Noncollusion Declaration and Sufficient Funds Declaration (Labor Code § 2810). All bids must be accompanied by an executed Fingerprinting Notice and Acknowledgment, Iran Contracting Act certification (if required by law; see the form), Workers' Compensation certification, responses to the Contractor Questionnaire (if required; see Paragraph 13, below), and the DVBE Certification of Participation and the DVBE Good Faith Worksheet (if DVBE is required; see Paragraph 10, below).
8. Bids must be accompanied by a certified check, cashier's check, cash, 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 bid, 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). The surety insurer must, unless otherwise agreed to by Owner in writing, at the time of issuance of the bond, have a rating not lower than "A-" as rated by A.M. Best Company, Inc. or other independent rating companies. Owner reserves the right to approve or reject the surety insurer selected by Contractor and to require Contractor to obtain a bond from a surety insurer 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. Bids shall be sealed and filed as indicated in the Notice to Bidders. Irrespective of how a bidder chooses to deliver the bid and other documents to the Owner, the bidder is responsible for ensuring that the bid and other documents are actually received at the location designated in the Contract Documents for receipt of the bid and other documents prior to the time for the bid opening. Bids and other documents for any reason not actually received at the designated location prior to the time for the bid opening shall not be opened or considered.
10. **THIS CONTRACT IS SUBJECT TO THE DVBE REQUIREMENTS OF EDUCATION CODE SECTION 17076.11.** If this contract is subject to these requirements, then (a) the DVBE Certification must be submitted with the bid, and (b) the DVBE Worksheet must be submitted with the bid if Box D is checked on the first page of the DVBE Certification.
11. Contractors shall maintain their licenses in good standing through Completion of the Work and all applicable warranty periods. Owner shall 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.
12. The Owner reserves the right to waive any irregularity or failure to comply with the Contract Documents, and to reject any or all bids.
13. ~~No responses to a Contractor Questionnaire are required to be submitted with a bid on this Contract.~~ **(NOT USED)**
14. To summarize, each bid for the Contract must include the following documents:
  - A. Bid form, including proof of signers' authority.
  - B. Bid security.
  - C. Designation of Subcontractors.
  - D. Noncollusion Declaration.
  - E. Sufficient Funds Declaration.
  - F. Fingerprinting Notice and Acknowledgement.
  - G. Workers' Compensation Certification.
  - H. Iran Contracting Act Certification (if required by law; see the form).

- I. ~~Responses to Contractor Questionnaire (if required; see above).~~ **(NOT USED)**
- J. DVBE Certification (if required; see above).
- K. DVBE Worksheet (if required; see above).
- L. Proof of registration per Labor Code §1725.5.

### **WITHDRAWAL OF BIDS:**

Bids may be withdrawn by bidders prior to the time fixed for the submittal of bids or any authorized postponement thereof.

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.

Unless otherwise required by law, no bidder may withdraw its bid for a period of ninety (90) days after the date set for the opening thereof or any extension thereof. The Owner reserves the right to take more than ninety (90) days to make a decision regarding the rejection of the bid or the award of the Contract.

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

Before submitting a bid, bidders shall examine the drawings, read the specifications, the form of Agreement between Contractor and Owner, and the other Contract Documents. Bidders shall visit the site of the proposed Work, examine the building, or buildings, if any, and any work that may have been done thereon. Bidders 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.

Pursuant to Public Contract Code section 1104, (1) bidders shall not be required to assume responsibility for the completeness and accuracy of architectural or engineering plans and specifications, except on clearly designated design build projects; (2) however, bidders shall be required to review architectural or engineering plans and specifications prior to submission of their bids and to report any errors and omissions to the Architect and Owner; and (3) the review shall be confined to the bidder's capacity as a bidder and not as a licensed design professional.

### **BID PROTESTS**

Submitted bids will be timely made available for review upon request of any bidder. Bidders may file a "protest" of a Bid with the District's Director of Purchasing. In order for a Bidder's protest to be considered valid, the protest must:

- A. Be filed in writing within five (5) calendar days after the bid opening date;
- B. Clearly identify the specific irregularity or accusation;
- C. Clearly identify the specific District staff determination or recommendation being protested;
- D. Specify, in detail, the grounds of the protest and the facts supporting the protest; and
- E. Include all relevant, supporting documentation with the protest at time of filing.

If the protest does not comply with each of these requirements, it may be rejected without further review.

If the protest is timely and complies with the above requirements, the District's Director of Purchasing, or other designated District staff member, shall review the basis of the protest and all relevant information. The District will provide a written response to the protestor.

#### **FORM OF AGREEMENT BETWEEN OWNER AND CONTRACTOR:**

The form of Agreement between Owner and Contractor which the successful bidder will be required to execute, if awarded the Work, is a part of this Bid Package.

#### **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 bid, shall be covered in the bid, 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.

#### **EVIDENCE OF RESPONSIBILITY:**

Upon the request of Owner, a bidder shall submit promptly to the Owner or its designee satisfactory evidence showing the bidder's financial resources, the bidder's experience in the type of work required by the Owner, the bidder's organization available for the performance of the Contract, and any other required evidence of the bidder's or its subcontractor's qualifications to perform the proposed Contract. The Owner may consider such evidence before making its decision awarding the proposed Contract. Failure to submit evidence of the bidder's or its subcontractors' responsibility to perform the proposed Contract may result in rejection of the bid.

#### **AWARD OF CONTRACT:**

Rejection of any or all bids, contracting work with whomever and in whatever manner, abandoning work entirely, and/or waiving any informality in receiving of bids are reserved as the rights of the Owner. Before the Contract is awarded, the Owner may, at its sole discretion, require from a potential Contractor on the Contract further evidence of the reasonable qualifications of such contractor to faithfully, capably, and reasonably perform the Contract and may consider such evidence before making its decision on the award of the Contract.

If awarded, the Contract shall be awarded to the lowest responsible and responsive bidder as indicated in the Notice to Bidders and as interpreted by the Owner under California law and as specified herein. Owner reserves the right, without any liability, to cancel the award of the Contract for any reason at any time before the full execution of the Agreement between Owner and Contractor.

#### **EXECUTION OF AGREEMENT BETWEEN OWNER AND CONTRACTOR:**

Contractor shall sign and return the Agreement within ten (10) days after mailing, faxing or delivery of the Notice of Award of Contract, or prior to the commencement of the Work, whichever is earlier. The Contractor shall sign the Agreement in as many originals as the Owner deems necessary. Within ten (10) days after mailing, faxing, or delivery of the Notice of Award of Contract, or prior to the commencement of the Work, whichever is earlier, the Contractor shall also submit to Owner the Contract payment and performance bonds; insurance certificates,



additional insured endorsement, and declarations page; a Public Contract Code section 3006(a) Roof Project Certification, if required; the Drug-Free Workplace Certification; the Student Contact Form (see Attachment B to the Fingerprinting Notice and Acknowledgement); a schedule of values (see General Conditions §9.2.1.A); a schedule of cash flow (see General Conditions §9.2.1.B); and subcontractor information (see General Conditions §9.2.1.D). Within two (2) weeks after award the Work, or prior to commencement of the Work, whichever is earlier, the Contractor shall also submit to Owner the certified baseline schedule (see General Conditions §3.9.1). If the Contractor does not comply with this paragraph, Owner may revoke and/or cancel the award to the Contractor, award the Contract to the next lowest bidder, and pursue the low bidder and bid bond for damages, or may otherwise proceed as allowed by law. A Roof Project Certification is not required if (1) the Owner has ADA (average daily attendance) of 2,500 or less, or (2) the Work involves repair of 25% or less of the roof, or costs \$21,000 or less.

## **CONTRACT BONDS:**

As required by the Contract Documents, two bonds, as itemized below and in the forms presented in these Contract Documents, shall be furnished by the Contractor. They shall be in

the form of surety bonds issued by Admitted Surety insurers (an insurance organization authorized by the Insurance Commissioner to transact business of insurance in the State of California during this calendar year). The surety insurers must, unless otherwise agreed to by Owner in writing, at the time of issuance of the bond, have a rating not lower than “A-” as rated by A.M. Best Company, Inc. or other independent rating companies. Owner reserves the right to approve or reject the surety insurers selected by Contractor and to require Contractor to obtain bonds from surety insurers 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 and during any warranty or guaranty period, 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.

## **REQUESTS FOR SUBSTITUTION OF MATERIALS PRIOR TO BIDDING:**

The Contractor must ensure that requested substitutions by the Contractor or its subcontractors are submitted to the Owner and Architect a minimum of fourteen (14) calendar days prior to the bid opening for review and possible approval of any equipment or materials thought to be equal to or better than those specified in the drawings or specifications. An addendum may be issued by Owner prior to bid opening, including all equipment and materials deemed equivalent to those specified and approved by the Architect. Requests for substitution shall include comparative spec-data of the specified equipment or material and the proposed substitution as set forth in the Contract Documents; requests without this information will be automatically rejected. Requests for substitution shall be submitted on the Owner’s form, which Owner shall provide upon request. Requests for substitution shall conform to the Contract Documents, including but not limited to General Conditions section 3.11.4.3.

## **PAYMENTS:**

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

### **TAXES:**

The Owner is generally 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. Bidder shall deduct Federal Excise Taxes from their bid prices before submitting bids, so that such taxes will not be included in the Contract Sum.

### **EARLY TERMINATION:**

Notwithstanding any provision herein to the contrary, if for any fiscal year of this Contract the governing body of the Owner fails to appropriate or allocate funds for future periodic payments under the Contract after exercising reasonable efforts to do so, the Owner may upon thirty (30) days' notice, order Work on the Contract to cease. The Owner will remain obligated to pay for the Work already performed but shall not be obligated to pay the balance remaining unpaid beyond the fiscal period for which funds have been appropriated or allocated and for which the Work has not been done.

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

The Contract Time shall be TBD-Depending on equipment lead time ~~(—) calendar days~~. See Article III of the Agreement for details.

Liquidated damages for delay in Completion of the Work within the Contract Time, or for delay in completion of a specified portion of the Work by a milestone deadline, will accrue and may be assessed as provided in the Contract Documents, including Article III of the Agreement and Article 8 of the General Conditions.

### **SANCTIONS IN RESPONSE TO RUSSIAN AGGRESSION**

The Owner requires Contractor to comply with the Governor's March 4, 2022, Executive Order N-6-22 ("Order") relating to any existing sanctions imposed by the United States government and the State of California in response to Russia's actions in Ukraine, including additional requirements for contracts of \$5 million or more. Failure to comply may result in the termination of the Contract.

**PRIME POINT OF CONTACT**

**BID No.030425-A-Madera High School HVAC Project**

*Each proponent's proposal must contain a statement indicating the name of their prime point of contact for the resolution of difficulties with the vendor's proposed offerings.*

---

Name of Company

---

Address

---

Signature  
Code

---

City State Zip

---

Print Name  
Fax Number

---

Phone Number

---

Title

---

Email Address

**BID FORM****NAME OF BIDDER:** \_\_\_\_\_

The undersigned, hereby declare that we have carefully examined the location of the proposed Work, and have read and examined the Contract Documents, including all plans, specifications, and all addenda, if any, for the following Project:

**Bid No.030425-A-Madera H.S. HVAC Project**

We hereby propose to furnish all labor, materials, equipment, tools, transportation, and services, and to discharge all duties and obligations necessary and required to perform and complete the Project in a good and workmanlike manner within the time stipulated for the following TOTAL BID PRICE:

	<b>BID PRICE (IN WRITTEN FORM)</b>	<b>BID PRICE (IN NUMBERS)</b>
<b>BASE BID</b>		
<b>ALLOWANCE (Unforeseeable work)</b>	<b>HUNDRED-THOUSAND DOLLARS AND ZERO CENTS</b>	<b>\$100,000.00</b>
<b>TOTAL  BID PRICE</b>		

In case of discrepancy between the written price and the numerical price, the written price shall prevail.

If the Contract Documents specify alternate bid items, the following Alternate Bid amounts shall be added to or deducted from the Total Bid Price entered above (please check the appropriate box), at the District's sole option. The District can choose to include one or more of the Alternate Bids in the Project. If any of the Alternate Bids are selected by the District, the resulting amount shall be added to or deducted from Total Bid Price for the Project. The District may select one or more of the Alternate Bids at the below stated Bid Price up to sixty (60) days following award of the Contract. The District can award/select Alternate Bid items at any time(s).

<b>ALTERNATE BIDS (If applicable)</b>	<b>BID PRICE (IN WRITTEN FORM)</b>	<b>BID PRICE (IN NUMBERS)</b>
<b>ALTERNATE #1</b> <input type="checkbox"/> Add <input type="checkbox"/> Deduct		
<b>ALTERNATE #2</b> <input type="checkbox"/> Add <input type="checkbox"/> Deduct		
<b>ALTERNATE #3</b> <input type="checkbox"/> Add <input type="checkbox"/> Deduct		
<b>ALTERNATE #4</b> <input type="checkbox"/> Add <input type="checkbox"/> Deduct		
<b>ALTERNATE #5</b> <input type="checkbox"/> Add <input type="checkbox"/> Deduct		

The undersigned agrees that this Bid Form constitutes a firm offer to the District which cannot be withdrawn for the number of calendar days indicated in the Notice Inviting Bids from and after the bid opening, or until a Contract for the Work is fully executed by the District and a third party, whichever is earlier.

The Contract duration shall commence on the date stated in the District's Notice to Proceed, and shall be completed by the Contractor in the time specified in the Contract Documents. In no case shall the Contractor commence construction prior to the date stated in the District's Notice to Proceed.

Notice of acceptance or requests for additional information provided by the District should be addressed to the undersigned at the address stated below:

---



---



---



---

The names of all persons interested in the foregoing proposal as principals are as follows:

---



---



---



---

**Miscellaneous:**

The low bid shall be determined as described in the Notice to Bidders.

The undersigned shall, within ten (10) days after the date of such mailing, faxing, or delivering of a Notice of Award or prior to the commencement of the Work, whichever is earlier, execute and deliver an agreement in the form of agreement present in these Contract Documents and give Performance and Payment Bonds in accordance with the Instructions to Bidders.

The undersigned declares that it has read and understands the Contract Documents, including but not limited to the Notice to Bidders, the Instructions to Bidders, the Agreement, the General Conditions, the Drawings, the Specifications, and any Special Conditions.

The undersigned hereby designates as the office to which such Notice of Award of Contract may be mailed, faxed, or delivered:

\_\_\_\_\_  
\_\_\_\_\_

Our Public Liability and Property Damage Insurance is placed with:

\_\_\_\_\_  
\_\_\_\_\_

Our Workers' Compensation Insurance is placed with:

\_\_\_\_\_  
\_\_\_\_\_

Circular letters, bulletins, addenda, etc., bound with the specifications or issued during the time of bidding are included in the bid, and, in Completing the Contract, they are to become a part thereof.

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

Addendum No. \_\_\_\_\_ Date \_\_\_\_\_  
Addendum No. \_\_\_\_\_ Date \_\_\_\_\_  
Addendum No. \_\_\_\_\_ Date \_\_\_\_\_

Addendum No. \_\_\_\_\_ Date \_\_\_\_\_  
Addendum No. \_\_\_\_\_ Date \_\_\_\_\_  
Addendum No. \_\_\_\_\_ Date \_\_\_\_\_

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

A bidder shall not submit this bid form unless the bidder's California contractor's license number appears clearly on it, the license expiration date and class are stated, and the bid form contains a statement that the representations made therein are made under penalty of perjury. Any bid submitted by a contractor who is not licensed pursuant to Business and Professions Code section 7028.15 shall be considered nonresponsive and shall be rejected. Any bid not containing the above information may be considered nonresponsive and may be rejected.

Proof of Bidder's registration per Labor Code §1725.5 must be submitted with this bid form.

**NOTE:** This bid form must give the full business address of the bidder and be signed by bidder with bidder's usual signature. Partnerships must furnish the full name of all partners and must be signed in the partnership name by a general partner with authority to bind the partnership in such matters, followed by the signature and designation of the person signing. The name of the person signing shall also be typed or printed below the signature. Corporations must sign with the legal name of the corporation, followed by the name of the state of incorporation and by the signature and designation of the chairman of the board, president or any vice president, and then followed by a second signature by the secretary, assistant secretary, the chief financial officer or assistant treasurer. All persons signing must be authorized to bind the corporation 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 officers signing on behalf of a corporation shall be furnished with the bid.

The undersigned declares under penalty of perjury under the laws of the State of California that the representations made in this bid are true and correct.

Name of Company as Licensed in California: \_\_\_\_\_

Business Address: \_\_\_\_\_

State of Incorporation, if Applicable: \_\_\_\_\_

**DOCUMENT 00400**

**WORKERS' COMPENSATION CERTIFICATE**

Labor Code Section 3700, in relevant part, provides:

"Every employer except the state shall secure the payment of bid Bo in one or more of the following ways:

(a) By being insured against liability to pay compensation in one or more insurers duly authorized to write compensation insurance in this state.

(b) By securing from the Director of Industrial Relations a certificate of consent to self-insure either as an individual employer or as one employer in a group of employers. Said certificate may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his or her employees, ... “

I am aware of the provisions of the Labor Code Section 3700 which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract. I shall supply the Owner with certificates of insurance evidencing that Workers' Compensation Insurance is in effect and providing that the Owner will receive thirty (30) days' notice of cancellation.

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

\_\_\_\_\_  
Signature

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

\_\_\_\_\_  
Date

(In accordance with Article 5 (commencing at Section 1860), Chapter 1, Part 7, Division 2 of the Labor Code, the above certificate must be signed and filed with the awarding body prior to performing any work under the contract.)



**DOCUMENT 00410**  
**BID BOND**

Bond Number: \_\_\_\_\_

KNOW ALL MEN BY THESE PRESENTS that we the undersigned  
\_\_\_\_\_ as Principal and  
\_\_\_\_\_ as Surety, are hereby held and firmly bound unto the Madera 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 bind 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  
\_\_\_\_\_ in strict accordance with Contract Documents.

NOW, THEREFORE,

a. If said bid shall be rejected, or, in the alternative;  
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 full 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 hereunder, or the specifications  
accompanying the same, shall in any way 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 WITNESS WHEREOF, the above-bounden parties have executed this instrument under several seals this  
\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, the name and corporate party being hereto affixed and these presents duly  
signed by its  
undersigned representative, pursuant to authority of its governing body. In the presence of:

(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).

**DOCUMENT 00420**  
**DESIGNATION OF SUBCONTRACTORS**

In compliance with the Subletting and Subcontracting Fair Practices Act of the Public Contract Code of the State of California, each bidder shall set forth below: (a) the name and the location of the place of business, (b) the California contractor license number, (c) DIR registration number, and (d) the portion of the work which will be done by each subcontractor who will perform work or labor or render service to the Contractor in or about the construction of the work in an amount in excess of one-half of one percent (1/2%) of the Contractor's Total Bid Price. If requested by the District, Bidders are required to submit the phone number, license expiration date and any other requested information for each subcontractor listed in its bid with in twenty-four (24) hours of bid opening. No time extension will be allowed for submission of information required by this document.

If no subcontractor is specified, for a portion of the work, or if more than one subcontractor is specified for the same portion of Work, to be performed under the Contract in excess of one-half of one percent (1/2%) of the Contractor's Total Bid Price, then the Contractor shall be deemed to have agreed that it is fully qualified to perform that Work, and that it shall perform that portion itself.

Note: If alternate bids are called for and Contractor intends to use different or additional subcontractors on the alternates, a separate list of subcontractors must be provided for each such alternate. Identify any such additional subcontractors by alternate bid number.

Company Name:	
Address:	Type of work:
Phone:	CSLB No.:                      Exp.
Fax:	DIR No.:                      Exp.
Company Name:	
Address:	Type of work:
Phone:	CSLB No.:                      Exp.
Fax:	DIR No.:                      Exp.

Company Name:		
Address:		Type of work:
Phone:		CSLB No.: Exp.
Fax:		DIR No.: Exp.
Company Name:		
Address:		Type of work:
Phone:		CSLB No.: Exp.
Fax:		DIR No.: Exp.
Company Name:		
Address:		Type of work:
Phone:		CSLB No.: Exp.
Fax:		DIR No.: Exp.
Company Name:		
Address:		Type of work:
Phone:		CSLB No.: Exp.
Fax:		DIR No.: Exp.
Company Name:		
Address:		Type of work:
Phone:		CSLB No.: Exp.
Fax:		DIR No.: Exp.

Company Name:	
Address:	Type of work:
Phone:	CSLB No.: Exp.
Fax:	DIR No.: Exp.
Company Name:	
Address:	Type of work:
Phone:	CSLB No.: Exp.
Fax:	DIR No.: Exp.
Company Name:	
Address:	Type of work:
Phone:	CSLB No.: Exp.
Fax:	DIR No.: Exp.

Company Name \_\_\_\_\_

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

Signature \_\_\_\_\_

Name and Title \_\_\_\_\_

Dated \_\_\_\_\_

**DOCUMENT 00430**

**PRIME BIDDER CERTIFICATION OF DISABLED VETERAN**

**BUSINESS ENTERPRISE PARTICIPATION**

*To be completed by the Prime Bidder*

PAGE 1 OF 2

<b>PART I – IDENTIFICATION INFORMATION</b>		
BIDDER'S NAME	BUSINESS ADDRESS	TELEPHONE NUMBER
SCHOOL DISTRICT	COUNTY	APPLICATION NO.
<p><b>PART II – METHOD OF COMPLIANCE WITH DVBE PARTICIPATION GOALS</b> – Include this form and any other applicable documents listed in this table with your bid/proposal. Read the three columns in the table below as sentences from left to right. Check the appropriate box to indicate your method of committing the contract dollar amount.</p> <p><b>NOTE:</b> <i>Architectural, engineering, environmental, land surveying or construction management firms must indicate their method of compliance by marking the appropriate box A, B, C, or D after selection by the District and before the contract is signed.</i></p>		
<b>YOUR BUSINESS ENTERPRISE</b>	<b>AND YOU</b>	<b>AND YOU</b>
<b>A.</b> <input type="checkbox"/> <i>is Disabled Veteran owned and your forces, will perform at least 3 percent of this contract</i>	<i>will include a copy of your DVBE letter from the Office of Small Business and Disabled Veteran Business Enterprise Services (OSDS).</i>	
<b>B.</b> <input type="checkbox"/> <i>is Disabled Veteran owned <b>but is unable</b> to perform the 3 percent of this contract with your forces</i>	<i>will use DVBE subcontractors/suppliers to bring the contract participation to at least 3 percent</i>	<i>will include a copy of each DVBE's letter from OSDS (including yours, if applicable).</i>
<b>C.</b> <input type="checkbox"/> <i>is <b>not</b> Disabled Veteran owned</i>	<i>will use DVBE subcontractors/suppliers for at least 3 percent of this contract</i>	
<b>D.</b> <input type="checkbox"/> <i>is unable to meet the required participation goals</i>	<i>will complete a Good Faith Effort to obtain DVBE participation</i>	<i>will include the Prime Bidder's Good Faith Effort Worksheet.</i>

**Note:** An Office of Small Business and Disabled Veteran Business Enterprise Services (OSDS) letter must be attached for each DVBE participating in the contract. The DVBE letter is obtained by application through the OSDS and must be provided at the time of bid opening. If the letter is not provided, the bid may be deemed nonresponsive and may be ineligible for award of the contract.

*Continued on reverse side*

PRIME BIDDER CERTIFICATION OF DISABLED VETERAN BUSINESS  
ENTERPRISE PARTICIPATION  
PAGE 2 OF 2

**PART III – DVBE DOLLAR PARTICIPATION OF BID/PROPOSAL** – *Architectural, engineering, environmental, land surveying or construction management firms complete this part **after** selection by the district and before the contract is signed.*

Show deductive alternate(s) in parenthesis. For more alternates/base bids, use a separate page to show items.

- A. If your business enterprise is a DVBE, list in the appropriate column the total dollar amount of your bid to be performed by your own participation.
- B. List all your DVBE subcontractors/suppliers. Enter in the appropriate column the dollar amount for each of your subcontractors/suppliers.
- C. Enter the total of Lines A and B for each column.
- D. Enter the dollar amount of the bid/proposal to be performed by **non**-DVBE firms. Note: This line is the sum of the prime and subcontractor(s) **non**-DVBE dollar participation.
- E. Enter the sum of the column totals from Line C and Line D. Note: Please be aware that the final determination of DVBE compliance is made based on the contract amount resulting from the district's acceptance or rejection of alternates.

	BASE BID/PROPOSAL	ALTERNATE #1	ALTERNATE #2	ALTERNATE #3 OR BASE BID B	ALTERNATE #4 OR BASE BID C	ALTERNATE #5 (Modernization or Reconstruction Only)
A. Prime Bidder, if DVBE (own participation)	\$	\$	\$	\$	\$	\$
B. DVBE Subcontractor or Supplier						
1.						
2.						
3.						
4.						

C. Subtotal (A & B)						
D. Non-DVBE						
E. Total Bid						

# **PRIME BIDDER GOOD FAITH EFFORT WORKSHEET**

*This worksheet is to be used to assist the Prime Bidder in meeting the 3% DVBE participation goal*

PAGE 1 OF

2

BIDDER'S NAME	BUSINESS ADDRESS	CONTACT PERSON
TELEPHONE NUMBER	OWNER	COUNTY

## **GENERAL INSTRUCTIONS:**

This worksheet is to be used to assist you in meeting the 3 percent DVBE participation goal. If specific information is not provided for Parts I through III, you do not meet the test of the "Good Faith Effort" and cannot so certify. If you are qualifying based on a "Good Faith Effort" you must include this form with your bid/proposal to the Owner.

## **PART I – CONTACTS**

To identify DVBE subcontractors/suppliers for participation in your bid/proposal, contact must be made with each of the following categories. It is recommended that you contact several DVBE organizations.

CATEGORY	TELEPHONE NUMBER	DATE CONTACTED	PERSON CONTACTED
1. Owner			
2. Office of Small Business and Disabled Veteran Business Enterprise Services (OSDS). OSDS provides assistance locating DVBE's at <a href="https://caleprocure.ca.gov/pages/PublicSearch/suppliersearch.aspx">https://caleprocure.ca.gov/pages/PublicSearch/suppliersearch.aspx</a>	(916) 375-4940		
3. DVBE Organizations (List):			
4. Write "recorded message" in this column, if applicable.			

## PRIME BIDDER GOOD FAITH EFFORT WORKSHEET

**PART II – ADVERTISEMENTS** You must make at least two (2) advertisements, one (1) in a paper that focuses on DVBE and one (1) in a trade paper. Advertisements should be published at least 14 days prior to bid/proposal opening; if you cannot advertise 14 days prior, advertise as soon as possible and provide an explanation. (Advertisements must be published in time to allow for a reasonable response). Advertisements must include that your firm is seeking DVBE participation, the project name and location, your firm's name, your firm's contact person, and phone number.

*Attach copies of advertisements to this form.*

FOCUS/TRADE PAPER NAME	CHECK ONE		DATE OF ADVERTISEMENT
	TRADE	FOCUS	



**PART III – DVBE SOLICITATIONS** List DVBE subcontractors/suppliers that were invited to bid. Use the following instructions to complete the remainder of this section (read the three columns as a sentence from left to right). If you need additional space to list DVBE solicitations, please use a separate page and attach to this form.

IF THE DVBE....	THEN....	AND....
Was selected to participate	Check "yes" in the "SELECTED" column, include the applicable dollar amount in Part III of the Prime Bidder Certification	Include a copy of their DVBE letter from OSDS.
Was <b>not</b> selected to participate	Check "no" in the "SELECTED" column	State why in the "REASON NOT SELECTED" column.
Did not respond to your solicitation	Check the "NO RESPONSE" column	
DISABLED VETERANS' BUSINESS ENTERPRISES CONTACTED	SELECTED	
	YES	NO

**IMPORTANT NOTE:**

Please be aware that certification of the "Good Faith Effort" may only be made if you fully complete Parts I, II, and III on both sides of this form. A copy of this form must be retained by you and may be subject to a future audit.

**CERTIFICATION**

I, \_\_\_\_\_ certify that I am the bidder's Chief Executive Officer and that I have made a diligent effort to ascertain the facts with regard to the representations made herein. In making this certification, I am aware of Section 12650 et seq. of the Government Code providing for the imposition of treble damages for making false claims.

SIGNATURE OF CHIEF EXECUTIVE OFFICER	DATE
--------------------------------------	------

**DOCUMENT 00440  
PROJECT LISTINGS**

**A. LIST OF CURRENT PROJECTS**

[\*\*Duplicate Page if needed for listing additional current projects. \*\*]

Project/Client:	Contact Person:
Email:	Phone:
Scope of work:	
Value of Contract:	Projected Completion Date:

Project/Client:	Contact Person:
Email:	Phone:
Scope of work:	
Value of Contract:	Projected Completion Date:

Project/Client:	Contact Person:
Email:	Phone:
Scope of work:	
Value of Contract:	Projected Completion Date:

Project/Client:	Contact Person:
Email:	Phone:
Scope of work:	
Value of Contract:	Projected Completion Date:

## B. LIST OF COMPLETED PROJECTS - LAST THREE YEARS

[\*\*Duplicate Page if needed for listing additional completed projects. \*\*]

Please include only those projects which are similar enough to demonstrate Bidder's ability to perform the required Work.

Project/Client:	Contact Person:
Email:	Phone:
Scope of work:	
Value of Contract:	Completion Date:

Project/Client:	Contact Person:
Email:	Phone:
Scope of work:	
Value of Contract:	Completion Date:

Project/Client:	Contact Person:
Email:	Phone:
Scope of work:	
Value of Contract:	Completion Date:

Project/Client:	Contact Person:
Email:	Phone:
Scope of work:	
Value of Contract:	Completion Date:

**DOCUMENT 00450**  
**ASBESTOS-FREE MATERIALS CERTIFICATION**

The undersigned declares that he or she is the person who executed the bid for the \_\_\_\_\_  
\_\_\_\_\_ (hereinafter referred to as the "Project"), and submitted it to the Madera Unified  
School District (hereinafter referred to as the "District") on behalf of \_\_\_\_\_  
(hereinafter referred to as the "Contractor").

To the best of my knowledge, information and belief, in completing the Contractor's Work for  
the Project, no material furnished, installed or incorporated into the Project will contain, or in  
itself be composed of, any materials listed by the federal or state EPA or federal or state health  
agencies as a hazardous material.

Any disputes involving the question of whether or not material installed with asbestos-containing  
equipment is settled by electron microscopy; the cost of any such tests shall be paid by the  
Contractor.

All work or materials installed by the Contractor which is found to contain asbestos, or work or  
material installed with asbestos-containing equipment, will be immediately rejected and this  
work shall be removed and replaced by the Contractor at no additional cost to the District.

Decontamination and removal of work found to contain asbestos or work installed with asbestos-  
containing equipment shall be done only under supervision of a qualified consultant,  
knowledgeable in the field of asbestos abatement and accredited by the Environmental Protection  
Agency.

The ASBESTOS REMOVAL CONTRACTOR shall be an EPA accredited contractor qualified  
in the removal of asbestos and shall be chosen and approved by the Asbestos Consultant who  
shall have sole discretion and final determination in this matter.

The asbestos consultant shall be chosen and approved by the Construction Manager/Architect or  
the District who shall have sole discretion and final determination in this matter.

The work will be not accepted until asbestos contamination is reduced to levels deemed  
acceptable by the Asbestos Consultant.

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

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

\_\_\_\_\_  
Name of Contractor (Print or Type)

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

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

**DOCUMENT 00460**

**RECYCLED CONTENT CERTIFICATION**

The undersigned declares that he or she is the person who executed the bid for the \_\_\_\_\_ (hereinafter referred to as the “Project”), and submitted it to the Madera Unified School District (hereinafter referred to as the “District”) on behalf of \_\_\_\_\_ hereinafter referred to as the “Contractor”).

Pursuant to Public Contract Code Sections 12205 and 22152, all contractors are required to certify in writing under penalty of perjury the minimum (if not exact) percentage of recycled content in materials, goods, or supplies offered or products used in the performance of their contract, regardless of whether the product meets the required recycled product percentage as defined in Public Contract Code Section 12209. The recycled content shall include both post-consumer material and secondary material as defined in Public Contract Code Section 12200 shall apply.

I declare under penalty of perjury under the laws of the State of California that the following percentages of Post-consumer Material and Secondary Material is in the materials, goods or supplies offered for, or products used in, the performance of the Contract for the Project:

\_\_\_\_\_ % Post consumer Material \_\_\_\_\_ % Secondary Material.

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

\_\_\_\_\_  
Name of Contractor (Print or Type)

By

\_\_\_\_\_  
Signature

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

\_\_\_\_\_  
Title

DOCUMENT 00470  
FINGERPRINTING NOTICE AND ACKNOWLEDGMENT  
FOR CONSTRUCTION CONTRACTS  
(Education Code Section 45125.2)

Business entities entering into contracts with the Owner for the construction, reconstruction, rehabilitation or repair of a facility may comply with Education Code section 45125.2, in which case it would not have to comply with Section 45125.1. If such an entity is not compliant with Section 45125.2, then it must comply with Section 45125.1. Such entities are responsible for ensuring full compliance with the law and should therefore review all applicable statutes and regulations. Therefore, the following information is provided simply to assist you with compliance with the law:

1. The Owner has determined that your employee(s), or you as a sole proprietor, will have more than limited contact with students, therefore the law requires that you must use one or more of the following methods to ensure the safety of pupils (Education Code §45125.2(a)):
  - a. Install a physical barrier at the worksite to limit contact with pupils.
  - b. If you are not a sole proprietorship, have one of your employees, whom the Department of Justice has ascertained has not been convicted of a violent or serious felony (see **Attachment A** to this Notice and Acknowledgement), continually monitor and supervise all of your employees. For the Department of Justice to so ascertain, your employee may submit fingerprints to the Department of Justice pursuant to Education Code section 45125.1(a).
  - c. Arrange, with Owner's approval, for surveillance of your employees by Owner's personnel.

Prior to commencing the Work, you shall submit the Independent Contractor Student Contact Form (see **Attachment B** to this Notice and Acknowledgement) to the Owner, which will indicate which of the above methods you will use.

2. If you are providing services in an emergency or exceptional situation, you are not required to comply with Education Code section 45125.2, above. 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. (Education Code §45125.2(d).)
3. If you use one or more of the three methods in Section 1 (above), you are not required to comply with Education Code section 45125.1. (Education Code §45125.2(b).)

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

Dated: \_\_\_\_\_

Name: \_\_\_\_\_

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

Title: \_\_\_\_\_

DOCUMENT 00480  
**DRUG-FREE WORKPLACE CERTIFICATION**

The Drug-Free Workplace Act of 1990 (Government Code sections 8350 *et seq.*) requires that every person or organization awarded a contract or grant for the procurement of any property or services from any State agency must certify that it will provide a drug-free workplace by doing certain specified acts. In addition, the Act provides that each contract awarded by a State agency may be subject to suspension of payments or termination of the contract, or both, and the contractor may be subject to debarment from future contracting if the state agency determines that specified acts have occurred.

Pursuant to Government Code Section 8355, every person or organization awarded a contract or grant from a State agency shall certify that it will provide a drug-free workplace by doing all of the following:

- (a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited in the person's or organization's workplace and specifying actions which will be taken against employees for violations of the prohibition;
- (b) Establishing a drug-free awareness program to inform employees about all of the following:
  - (1) The dangers of drug abuse in the workplace;
  - (2) The person's or organization's policy of maintaining a drug-free workplace;
  - (3) The availability of drug counseling, rehabilitation and employee-assistance programs;
  - (4) The penalties that may be imposed upon employees for drug abuse Violations;
- (c) Requiring that each employee engaged in the performance of the contract or grant be given a copy of the statement required by subdivision (a) and that, as a condition of employment on the contract or grant, the employee agrees to abide by the terms of the statement.

I, the undersigned, agree to fulfill the terms and requirements of Government Code Section 8355 listed above and will publish a statement notifying employees concerning (a) the prohibition of controlled substance at the workplace, (b) establishing a drug-free awareness program, and (c) requiring that each employee engaged in the performance of the contract or grant be given a copy of the statement required by Section 8355(a) and requiring that the employee agree to abide by the terms of that statement.

I also understand that if the Owner determines that I have either (a) made a false certification herein, or (b) violated this certification by failing to carry out the requirements of Section 8355, that the contract or grant awarded herein is subject to suspension of payments, termination, or both. I further understand that should I violate the terms of the Drug-Free Workplace Act of 1990, I may be subject to debarment in accordance with the requirements of Section 8350 *et seq.*

I acknowledge that I am aware of the provisions of Government Code Section 8350 *et seq.* and hereby certify that I will adhere to the requirements of the Drug-Free Workplace Act of 1990.

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

\_\_\_\_\_  
Signature

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

\_\_\_\_\_  
Date

**DOCUMENT 00482**

**CONTRACTOR’S CERTIFICATE REGARDING ALCOHOLIC BEVERAGE and  
TOBACCO-FREE CAMPUS POLICY**

The Contractor agrees that it will abide by and implement the District’s Alcoholic Beverage and Tobacco-Free Campus Policy, which prohibits the use of alcoholic beverages and tobacco products, at any time, on District-owned or leased buildings, on District property and in District vehicles. The Contractor shall procure signs stating “ALCOHOLIC BEVERAGE AND TOBACCO USE IS PROHIBITED” and shall ensure that these signs are prominently displayed in all entrances to school property at all times.

DATE: \_\_\_\_\_

\_\_\_\_\_  
CONTRACTOR

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

Signature \_\_\_\_\_



**DOCUMENT 00485**

**PUBLIC WORKS CONTRACTOR REGISTRATION CERTIFICATION**

If this bid is due on or after March 1, 2015, then 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. See <http://www.dir.ca.gov/Public-Works/PublicWorks.html> for additional information.

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.

Bidder hereby certifies that it is aware of the registration requirements set forth in Labor Code sections 1725.5 and 1771.1 and is currently registered as a contractor with the Department of Industrial Relations.

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

DIR Registration Number: \_\_\_\_\_

Bidder further acknowledges:

- (1) Bidder shall maintain a current DIR registration for the duration of the project.
- (2) Bidder shall include the requirements of Labor Code sections 1725.5 and 1771.1 in its contract with subcontractors and ensure that all subcontractors are registered at the time of bid opening and maintain registration status for the duration of the project.
- (3) Failure to submit this form or comply with any of the above requirements may result in a finding that the bid is non-responsive.

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

Signature \_\_\_\_\_

Name and Title \_\_\_\_\_

Dated \_\_\_\_\_

**DOCUMENT 00490**  
**NONCOLLUSION DECLARATION**

Owner: Madera Unified School District  
Bid No: \_\_\_\_\_

The undersigned declares:

I am the \_\_\_\_\_ of \_\_\_\_\_, the party making the foregoing bid or proposal ("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 or proposer ("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 or proposing ("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 \_\_\_\_\_, 20\_\_, at \_\_\_\_\_ [city], \_\_\_\_\_ [state].

\_\_\_\_\_  
Signature

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

**DOCUMENT 00495**  
**IRAN CONTRACTING ACT CERTIFICATION**  
**(TO BE EXECUTED AND SUBMITTED WITH BID)**  
Public Contract Code Sections 2202-2208

Pursuant to Public Contract Code 2204.(a) A public entity shall require a person that submits a bid or proposal to, or otherwise proposes to enter into or renew a contract with, a public entity with respect to a contract for goods or services of one million dollars (\$1,000,000) or more to certify, at the time the bid is submitted or the contract is renewed, that the person is not identified on a list created pursuant to subdivision (b) of Section 2203 as a person engaging in investment activities in Iran described in subdivision (a) of Section 2202.5 or as a person described in subdivision 9b) of Section 2202.5, as applicable.

To comply with this requirement, please insert your company/entity and Federal ID number (if available) and complete **one** of the options below. Please note, California law established 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 contract in accordance with Public Contract Code section 2205.

**OPTION No.1 – CERTIFICATION**

I, the official named below, certify I am duly authorized to execute this certification on behalf of the company/entity identified below, and the company/entity identified below is not on the current list of persons engaged in investment activities in Iran created by DGS and is not a financial institution extending twenty million dollars (\$20,000,000) or more in credit to another person or entity, for 45 days or more, if that other person or company/entity 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 in accordance with subdivision (b) of Public Contract Code 2203

Company Name/Financial Institution (printed)

Federal ID Number (or n/a)

By (Authorized Signature)

Printed Name & Title of Person Signing

Date Executed

Executed in the County of \_\_\_\_\_ in

The State of \_\_\_\_\_

**OPTION No.2 – EXEMPTION**

Pursuant to Public Contract Code sections 2203(c) and (d), a public entity may permit a vendor/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.

Vendor Name/Financial Institution (Printed)

Federal ID Number (or n/a)

By (Authorized Signature)

Printed Name & Title of Person Signing

Date Executed

Bid No.030425-A-Madera H.S. HVAC Project

**DOCEMENT 00500**  
**AGREEMENT BETWEEN OWNER AND CONTRACTOR**

This Agreement, effective \_\_\_\_\_, 20\_\_, is by and between the Madera Unified School District, in Madera County, California, hereinafter called the “Owner,” and \_\_\_\_\_ hereinafter called the “Contractor.”

**WITNESSETH:** That the Contractor and the Owner for the consideration hereinafter named agree as follows:

**ARTICLE I. SCOPE OF WORK.**

The Contractor agrees to furnish all labor, equipment and materials, including tools, implements, and appliances required, and to perform all the work required, by the Contract (the “Work”) in a good and workmanlike manner, free from any and all liens and claims from mechanics, material suppliers, subcontractors, artisans, machinists, teamsters, freight carriers, and laborers, and as specified in:

**Bid No.030425-A-Madera H.S. HVAC Project**

all in strict compliance with the plans, drawings and specifications therefore prepared by

**Net Positive Consulting Engineers**, 5 River Park Pl. East, Suite 303, Fresno 93720  
559/940-7293

and other Contract Documents relating thereto.

**ARTICLE II. CONTRACT DOCUMENTS.**

The Contractor and the Owner agree that all of the documents listed in Article 1.1.1 of the General Conditions are incorporated into this Agreement and form the “Contract Documents” which form the “Contract.”

**ARTICLE III. TIME TO COMPLETE AND LIQUIDATED DAMAGES.**

Time is of the essence in this Contract, and the time of Completion for the Work (“the Contract Time”) shall be TBD Depending on Equipment Lead Time, ~~calendar days~~ which shall start to run on (a) the date of commencement of the Work as established in the Owner’s Notice to Proceed, or (b) if no date of commencement is established in a Notice to Proceed from Owner, the date of Contractor’s actual commencement of the Work (including mobilization).

Failure to Complete the Work within the Contract Time and in the manner provided for by the Contract Documents, or failure to complete any specified portion of the Work by a milestone deadline, shall subject the Contractor to liquidated damages. The actual occurrence of damages and the actual amount of the damages which the Owner would suffer if the Work were not Completed within the Contract Time, or if any specified portion of the Work were not completed by a milestone deadline, are dependent upon many circumstances and conditions which could prevail in various combinations and, from the nature of the case, it is impracticable and extremely difficult to fix the actual damages. Damages which the Owner would suffer in the event of such delay include, but are not limited to, loss of the use of the Work, disruption of activities, costs of administration and supervision, third party claims, and the incalculable inconvenience and loss suffered by the public.

Accordingly, the parties agree that **\$1000.00** per calendar day of delay shall be the damages which the Owner shall directly incur upon failure of the Contractor to Complete the Work within the Contract Time or Complete any specified portion of the Work by a milestone deadline, as described above.

Liquidated damages will accrue for failure to meet milestone deadlines even if the Contractor Completes the Work within the Contract Time.

In addition, Contractor shall be subject to liquidated damages, or actual damages if liquidated damages are not recoverable under law, for causing another contractor on the Project to fail to timely complete its work under its contract or for causing delayed *completion* of the Project. The actual occurrence of damages and the actual amount of the damages which the Owner would suffer if another contractor on the Project were to fail to timely complete its work under its contract or delay *completion* of the Project are dependent upon many circumstances and conditions which could prevail in various combinations and, from the nature of the case, it is impracticable and extremely difficult to fix the actual damages. Damages which the Owner would suffer in the event of such delay include, but are not limited to, loss of the use of the Work, loss of use of the other contractor's work, loss of use of the Project, disruption of activities, costs of administration and supervision, third party claims, the incalculable inconvenience and loss suffered by the public, and an Owner's inability to recover its delay damages from the contractors whose work was delayed by Contractor.

Accordingly, the parties agree that **\$ 1000.00** for each calendar day of delay shall be the amount of damages which the Owner shall directly incur upon Contractor causing another contractor on the Project to fail to timely complete its work under its contract or causing delayed *completion* of the Project.

For Contractor's obligations regarding claims against Owner from other contractors on the Project alleging that Contractor caused delays to their work, see General Conditions sections 3.7.4, 3.16 and 6.2.3.

If liquidated damages accrue as described above, the Owner, in addition to all other remedies provided by law, shall have the right to assess the liquidated damages at any time, and to withhold liquidated damages (and any interest thereon) at any time from any and all retention or progress payments, which would otherwise be or become due the Contractor. In addition, if it is reasonably apparent to the Owner before liquidated damages begin to accrue that they will accrue,

Owner may assess and withhold, from retention or progress payments, the estimated amount of liquidated damages that will accrue in the future. If the retained percentage or withheld progress payments are not sufficient to discharge all liabilities of the Contractor incurred under this Article, the Contractor and its sureties shall continue to remain liable to the Owner until all such liabilities are satisfied in full.

If Owner accepts any work or makes any payment under the Contract Documents after a default by reason of delays, the payment or payments shall in no respect constitute a waiver or modification of any provision in the Contract Documents regarding time of Completion, milestone deadlines, or liquidated damages.

#### **ARTICLE IV. PAYMENT AND RETENTION.**

The Owner agrees to pay the Contractor in current funds \_\_\_\_\_ Dollars (\$ \_\_\_\_\_) for work satisfactorily performed after receipt of properly documented and submitted Applications for Payment and to make payments on account thereof, as provided in the General Conditions.

The above contract price includes a **general contingency allowance of \$100,000.00** to pay any additional amounts to which the Contractor may be entitled under the Contract Documents other than special allowances.

Any payment from a special allowance or general contingency allowance ("Allowance") is entirely at the discretion, and only with the advanced written approval, of the Owner. To request payment from an Allowance, the Contractor must fully comply with the Contract Documents' requirements related to Notice to Potential Changes, Change Order Requests, and Claims, including but not limited to Articles 4 and 7 of the General Conditions and its provisions regarding waiver of rights for failure to comply. If the Owner approves in writing a payment from an Allowance, no change order approved by Owner's governing body shall be required, but Contractor must sign an Allowance expenditure form, after which the Contractor may include a request for such payment in its next progress payment application. Contractor's inclusion of a request for such payment in a progress payment application, or Contractor's acceptance of a progress payment that includes such payment, shall act as a full and complete waiver by Contractor of all rights to recover additional money related to the underlying basis of such payment; and such waiver shall be in addition to any other waiver that applies under the Contract Documents (including Article 4 of the General Conditions). If Contractor requests a time extension or other consideration in connection with or related to a requested payment from an Allowance, Contractor must comply with the Contract Documents' requirements related to Notice to Potential Changes, Change Order Requests, and Claims, including but not limited to Articles 4, 7, and 8 of the General Conditions and their provisions regarding waiver of rights for failure to comply, and no such time extension or other consideration may be issued until a change order is approved by the Owner's governing body pursuant to the Contract Documents. The amount of an Allowance may only be increased by a change order approved by Owner's governing body. Once an Allowance is fully spent, the Contractor must request any additional

compensation pursuant to the procedures in the Contract Documents for Notices of Potential Claim, Change Order Requests, and Claims, and payment must be made by a change order approved by the Owner's governing body pursuant to the General Conditions. Upon Completion of the Work, all amounts in an Allowance that remain unspent and unencumbered shall remain the property of the Owner, Contractor shall have no claim to such funds, the Owner shall be entitled to a credit for such unused amounts against the above contract price, and the Owner may withhold such credit from any progress payment or release of retention.

## **ARTICLE V. CHANGES.**

Changes in this Agreement or in the Work to be done under this Agreement shall be made as provided in the General Conditions.

## **ARTICLE VI. TERMINATION.**

The Owner or Contractor may terminate the Contract as provided in the General Conditions.

## **ARTICLE VII. PREVAILING WAGES.**

The Project is a public work, the Work shall be performed as a public work and pursuant to the provisions of Section 1770 et seq. of the Labor Code of the State of California, which are hereby incorporated by reference and made a part hereof, the Director of Industrial Relations has determined the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work in the locality in which the Work is to be performed, for each craft, classification or type of worker needed to execute this Contract. Per diem wages shall be deemed to include employer payments for health and welfare, pension, vacation, apprenticeship or other training programs, and similar purposes. Copies of the rates are on file at the Owner's principal office, or are available at <https://www.dir.ca.gov/oprl/dprevagedetermination.htm>. The rate of prevailing wage for any craft, classification or type of workmanship to be employed on this Project is the rate established by the applicable collective bargaining agreement which rate so provided is hereby adopted by reference and shall be effective for the life of this Agreement or until the Director of the Department of Industrial Relations determines that another rate be adopted. It shall be mandatory upon the Contractor and on any subcontractor to pay not less than the said specified rates to all workers employed in the execution of this Agreement.

The Contractor and any subcontractor under the Contractor as a penalty to the Owner shall forfeit not more than Two Hundred Dollars (\$200.00) for each calendar day or portion thereof for each worker paid less than the stipulated prevailing rates for such work or craft in which such worker is employed. The difference between such stipulated prevailing wage rates and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the stipulated prevailing wage rate shall be paid to each worker by the Contractor.

The Contractor and each Subcontractor shall keep or cause to be kept an accurate record for Work on this Contract and Project showing the names, addresses, social security numbers,

work classification, straight time and overtime hours worked and occupations of all laborers, workers and mechanics employed by them in connection with the performance of this Contract or any subcontract thereunder, and showing also the actual per diem wage paid to each of such workers, which records shall be open at all reasonable hours to inspection by the Owner, its officers and agents and to the representatives of the Division of Labor Standards Enforcement of the State Department of Industrial Relations. The Contractor and each subcontractor shall furnish a certified copy of all payroll records directly to the Labor Commissioner

Public works projects shall be subject to compliance monitoring and enforcement by the Department of Industrial Relations. For all projects over Twenty-Five Thousand Dollars (\$25,000), 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. For all projects over Twenty-Five Thousand Dollars (\$25,000), 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.

#### **ARTICLE VIII. WORKING HOURS.**

In accordance with the provisions of Sections 1810 to 1815, inclusive, of the Labor Code of the State of California, which are hereby incorporated and made a part hereof, the time of service of any worker employed by the Contractor or a Subcontractor doing or contracting to do any part of the Work contemplated by this Agreement is limited and restricted to eight hours during any one calendar day and forty hours during any one calendar week, provided, that work may be performed by such employee in excess of said eight hours per day or forty hours per week provided that compensation for all hours worked in excess of eight hours per day, and forty hours per week, is paid at a rate not less than one and one-half (1½) times the basic rate of pay. The Contractor and every Subcontractor shall keep an accurate record showing the name of and the actual hours worked each calendar day and each calendar week by each worker employed by them in connection with the Work. The records shall be kept open at all reasonable hours to inspection by representatives of the Owner and the Division of Labor Law Enforcement. The Contractor shall as a penalty to the Owner forfeit Twenty-five Dollars (\$25.00) for each worker employed in the execution of this Agreement by the Contractor or by any subcontractor for each calendar day during which such worker is required or permitted to work more than eight hours in any one calendar day, and forty hours in any one calendar week, except as herein provided.

#### **ARTICLE IX. APPRENTICES.**

The Contractor agrees to comply with Chapter 1, Part 7, Division 2, Sections 1777.5 and 1777.6 of the California Labor Code, which are hereby incorporated and made a part hereof. These sections require that contractors and subcontractors employ apprentices in apprenticeable occupations in a ratio of not less than one hour of apprentice's work for each five hours of work performed by a journeyman (unless an exemption is granted in accordance with Section 1777.5) and that contractors and subcontractors shall not discriminate among otherwise qualified employees as indentured apprentices on any public works solely on the ground of sex, race,



religious creed, national origin, ancestry or color. Only apprentices as defined in Labor Code Section 3077, who are in training under apprenticeship standards and who have signed written apprentice agreements, will be employed on public works in apprenticeable occupations. The responsibility for compliance with these provisions is fixed with the Contractor for all apprenticeable occupations.

#### **ARTICLE X. DSA OVERSIGHT PROCESS.**

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 Work or 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.

#### **ARTICLE XI. INDEMNIFICATION AND INSURANCE.**

The Contractor will defend, indemnify and hold harmless the Owner, its governing board, officers, agents, trustees, employees and others as provided in the General Conditions.

By this statement the Contractor represents that it has secured the payment of Workers' Compensation in compliance with the provisions of the Labor Code of the State of California and during the performance of the work contemplated herein will continue so to comply with said provisions of said Code. The Contractor shall supply the Owner with certificates of insurance evidencing that Workers' Compensation Insurance is in effect and providing that the Owner will receive thirty (30) days' notice of cancellation.

Contractor shall provide the insurance set forth in the General Conditions. Contractor’s comprehensive general and automobile liability insurance shall be written for not less than the following limits of liability:

##### **Comprehensive General Liability**

Each Occurrence:

\$5,000,000-Each Occurrence

Damage to Rented Premises:

\$100,000 Each Occurrence

Medical Expenses:

Personal and Advertising Injury:

\$5,000-Any One Person

\$5,000,000-Each Occurrence

General Aggregate:

Products – Completed Operations:

\$10,000,000-Aggregate

\$5,000,000-Aggregate

**Comprehensive Automobile Liability**

Combined Single Limit:

Property Damage:

\$5,000,000 Each Accident

This is Included in the combined Single Limit coverage) Each Accident

**Workers' Compensation**

Worker's compensation insurance as required by Labor Code section 3200, *et seq.*

**Employers' Liability**

\$1,000,000-Each Accident

\$1,000,000-Disease – Each Employee

\$1,000,000-Disease – Policy Limit

**ARTICLE XII. ENTIRE AGREEMENT.**

The Contract constitutes the entire agreement between the parties relating to the Work, and supersedes any prior or contemporaneous agreement between the parties, oral or written, including the Owner's award of the Contract to Contractor, unless such agreement is expressly incorporated herein. The Owner makes no representations or warranties, express or implied, not specified in the Contract. The Contract is intended as the complete and exclusive statement of the parties' agreement pursuant to Code of Civil Procedure section 1856.

**ARTICLE XIII. EXECUTION OF OTHER DOCUMENTS.**

The parties to this Agreement shall cooperate fully in the execution of any and all other documents and in the completion of any additional actions that may be necessary or appropriate to give full force and effect to the terms and intent of the Contract.

**ARTICLE XIV. EXECUTION IN COUNTERPARTS.**

This Agreement may be executed in counterparts such that the signatures may appear on separate signature pages. A copy, or an original, with all signatures appended together, shall be deemed a fully executed Agreement.

**ARTICLE XV. BINDING EFFECT.**

Contractor, by execution of this Agreement, acknowledges that Contractor has read this Agreement and the other Contract Documents, understands them, and agrees to be bound by their terms and conditions. The Contract shall inure to the benefit of and shall be binding upon the Contractor and the Owner and their respective successors and assigns.

**ARTICLE XVI. SEVERABILITY; GOVERNING LAW; CHOICE OF FORUM.**

If any provision of the Contract shall be held invalid or unenforceable by a court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof. The Contract shall be governed by the laws of the State of California. Any action or proceeding seeking any relief under or with respect to this Agreement shall be brought solely in the Superior Court of the State of California for the County of Madera, subject to transfer of venue under applicable State law, provided that nothing in this Agreement shall constitute a waiver of immunity to suit by Owner.

**ARTICLE XVII. AMENDMENTS.**

The terms of the Contract shall not be waived, altered, modified, supplemented or amended in any manner whatsoever except by written agreement, including a change order, signed by the parties and approved or ratified by the Governing Board.

**ARTICLE XVIII. ASSIGNMENT OF CONTRACT.**

The Contractor shall not assign or transfer by operation of law or otherwise any or all of its rights, burdens, duties or obligations without the prior written consent of the surety on the payment bond, the surety on the performance bond and the Owner.

**ARTICLE XIX. WRITTEN NOTICE.**

Written notice shall be deemed to have been duly served if delivered in person to the individual or member of the firm or to an officer of the corporation for whom it was intended, or if delivered at or sent by registered or certified or overnight mail to the last business address known to the person who gives the notice.

**ARTICLE XX. SANCTIONS IN RESPONSE TO RUSSIAN AGGRESSION.**

The Owner requires Contractor to comply with the Governor's March 4, 2022, Executive Order N-6-22 ("Order") relating to any existing sanctions imposed by the United States government and the State of California in response to Russia's actions in Ukraine, including additional requirements for contracts of \$5 million or more. Failure to comply may result in the termination of the Contract.

\_\_\_\_\_ (CONTRACTOR)

**MADERA UNIFIED  
SCHOOL DISTRICT**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_ (Chairman, Pres., or Vice-Pres.)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_ (Title)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_ (Secretary, Asst. Secretary, CFO, or Asst. Treasurer)

\_\_\_\_\_

CALIFORNIA CONTRACTOR'S  
LICENSE NO.

LICENSE EXPIRATION DATE

**NOTE:** Contractor must give the full business address of the Contractor and sign with Contractor's usual signature. Partnerships must furnish the full name of all partners and the Agreement must be signed in the partnership name by a general partner with authority to bind the partnership in such matters, followed by the signature and designation of the person signing. The name of the person signing shall also be typed or printed below the signature. Corporations must sign with the legal name of the corporation, followed by the name of the state of incorporation and by the signature and designation of the chairman of the board, president or any vice president, and then followed by a second signature by the secretary, assistant secretary, the chief financial officer or assistant treasurer. All persons signing must be authorized to bind the corporation 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.

**DOCUMENT 00550**  
**ESCROW AGREEMENT FOR**  
**SECURITY DEPOSITS IN LIEU OF RETENTION**  
**(Use only if NOT submitting Bid Bonds)**

This Escrow Agreement is made and entered into by and between the Madera Unified School District, whose address is \_\_\_\_\_ (hereinafter called "Owner"); \_\_\_\_\_, whose address is \_\_\_\_\_ (hereinafter called "Contractor"); and \_\_\_\_\_, a state or federally chartered bank in California whose address is \_\_\_\_\_ (hereinafter called "Escrow Agent").

For the consideration hereinafter set forth, the Owner, Contractor, and Escrow Agent agree as follows:

1. Pursuant to section 22300 of the Public Contract Code of the State of California, Contractor has the option to deposit securities with Escrow Agent as a substitute for retention earnings required to be withheld by the Owner pursuant to the contract between the Owner and Contractor in the amount of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_), and dated \_\_\_\_\_, 20\_\_\_\_, for the \_\_\_\_\_ scope of work (the "Contract"). Alternatively, on written request of the Contractor, the Owner shall make payments of the retention earnings directly to the Escrow Agent. When Contractor deposits the securities as a substitute for retention earnings, the Escrow Agent shall notify the Owner within ten (10) calendar days of the deposit. The market value of the securities at the time of the substitution, as valued by the Owner, shall be at least equal to the cash amount then required to be withheld as retention under the terms of the Contract between the Owner and Contractor. If the Owner determines that the securities are not adequate it will notify Contractor and Escrow Agent, and Contractor shall deposit additional security as further determined by the Owner. Securities shall be held in the name of the Owner and shall designate the Contractor as the beneficial owner.
2. Thereafter, Owner shall make progress payments to the Contractor for such funds which otherwise would be withheld from progress payments pursuant to the Contract provisions, provided that the Escrow Agent holds securities in the form and amount specified above.
3. Pursuant to Public Contract Code section 22300, as an alternative to the procedures set forth above, Contractor may request in writing that the Owner pay retention amounts directly to Escrow Agent. When the Owner makes payment of retentions earned directly to the Escrow Agent, the Escrow Agent shall hold them for benefit of the Contractor until such time as the escrow created under this Escrow Agreement is terminated. The Contractor may direct the investment of the payments into securities. All terms and conditions of this Escrow Agreement and the rights and responsibilities of the parties shall be equally applicable and binding when the Owner pays the Escrow Agent directly.
4. The Contractor shall be responsible for paying all fees for the expenses incurred by Escrow Agent in administering the Escrow Account and all expenses of the Owner. These expenses and payment terms shall be determined by the Owner, Contractor and Escrow Agent.
5. The interest earned on the securities or the money market accounts held in escrow and all interest earned on that interest shall be for the sole account of Contractor and shall be subject to withdrawal by Contractor at any time and from time to time without notice to the Owner.

6. Contractor shall have the right to withdraw all or any part of the principal in the Escrow Account only by written notice to Escrow Agent accompanied by written authorization from Owner to the Escrow Agent that Owner consents to the withdrawal of the amount sought to be withdrawn by Contractor.
7. The Owner shall have the right to draw upon the securities or any amount paid directly to Escrow Agent in the event of default by the Contractor. Upon seven (7) days written notice to the Escrow Agent from the Owner of the default, the Escrow Agent shall immediately convert the securities to cash and shall distribute the cash, including any amounts paid directly to Escrow Agent pursuant to Section 3 above, as instructed by Owner. Escrow Agent shall not be concerned with the validity of any notice of default given by Owner pursuant to this paragraph, and shall promptly comply with Owner's instructions to pay over said escrowed assets. Escrow Agent further agrees to not interplead the escrowed assets in response to a conflicting demand and hereby waives any present or future opportunity of interpleader.
8. Upon receipt of written notification from the Owner certifying that the Contract is final and complete, and that the Contractor has complied with all requirements and procedures applicable to the Contract, Escrow Agent shall release to Contractor all securities and interest on deposit less escrow fees and charges of the Escrow Account. The escrow shall be closed immediately upon disbursement of all moneys and securities on deposit and payment of fees and charges.
9. Escrow Agent shall rely on the written notifications from the Owner and Contractor pursuant to Sections (4), (5), (6), (7) and (8) of this Agreement and the Owner and Contractor shall hold Escrow Agent harmless from Escrow Agent's release and disbursement of the securities and interest as set forth above.
10. The names of the persons who are authorized to give written notice or to receive written notice on behalf of the Owner, the Contractor and the Escrow Agent in connection with the foregoing, and exemplars of their respective signatures are as follows:

ON BEHALF OF OWNER:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Typewritten Name

\_\_\_\_\_  
Title

ON BEHALF OF CONTRACTOR:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Typewritten Name

\_\_\_\_\_  
Title

ON BEHALF OF ESCROW AGENT:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Typewritten Name

\_\_\_\_\_  
Title

**IN WITNESS WHEREOF**, the parties have executed this Agreement by their proper officers on the date first set forth above.

OWNER:

---

Signature

---

Typewritten Name

---

Title

CONTRACTOR:

---

Signature

---

Typewritten Name

---

Title

ESCROW AGENT:

---

Signature

---

Typewritten Name

---

Title

At the time the Escrow Account is opened, the Owner and Contractor shall deliver to the Escrow Agent a fully executed counterpart of this Agreement.

**DOCUMENT 00600**  
**PERFORMANCE BOND**

Bond Number: \_\_\_\_\_

**KNOW ALL MEN BY THESE PRESENTS** that we, \_\_\_\_\_, as Principal, and \_\_\_\_\_, as Surety, are held and firmly bound unto the Madera Unified School District, in the County of Madera, State of California, hereinafter called the "Owner," 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, to the Owner for the full performance of a certain contract with the Owner, the terms of which are incorporated herein by reference, dated \_\_\_\_\_, 20\_\_\_\_, for construction of

**Bid No.030425-A-Madera High School HVAC Project**

The condition of this obligation is such that, 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 for the period of time specified in the Contract after completion for correction of faulty or improper materials and workmanship and during the life of any guaranty or warranty required under the Contract, and shall also well and truly perform and fulfill all the undertakings, covenants, terms, conditions and agreement of any and all duly authorized modifications of said Contract that may hereafter be made, then this obligation is 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.

No further agreement between Surety and Owner shall be required as a prerequisite to the Surety performing its obligations under this bond. In the event that the Surety elects to complete the Work of the Contract after termination of the Contract by Owner, the Surety may not hire Principal, or any of Principal's owners, employees, or subcontractors, to perform the Work without the written consent of Owner, and the Owner may grant or withhold such consent within its sole discretion.

**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 of premium on this bond is \_\_\_\_\_ per thousand.

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

The above must be filled in by Corporate Surety.

**DOCUMENT 00610**  
**PAYMENT BOND**  
**(Labor and Material)**

Bond Number: \_\_\_\_\_

**KNOW ALL MEN BY THESE PRESENTS:**

That WHEREAS, the Madera Unified School District (the "Owner" of the public works contract described below) 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 per:

**Bid No.030425-A: Madera High School HVAC Project**

which said agreement dated \_\_\_\_\_, 20\_\_, and all of the Contract Documents 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 \_\_\_\_\_ ("Surety") are held and firmly bound unto all laborers, material men, and other persons, and bound for all amounts due, referred to in Civil Code section 9554, subdivision (b), 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 any of the persons named in Civil Code section 9100, or any of the amounts due, as specified in Civil Code section 9554, subdivision (b), 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 costs and reasonable attorney's fees 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 \_\_\_\_\_.

**DOCUMENT 00650**  
**CARB COMPLIANCE DECLARATION**

To Be Executed by Bidder and Submitted (including attachments) with Bid

Owner: Madera Unified School District  
Bid No: 030425-A Madera H.S. HVAC Project

**Background**

CALIFORNIA AIR RESOURCES BOARD (“CARB”) <https://ww2.arb.ca.gov/>

**For any project awarded on or after January 1, 2024, Public Works Awarding Bodies are required to obtain valid CARB Certificates of Reported Compliance (“CRC”) from all contractors and listed subcontractors before awarding the project.** The Public Works Awarding Body will be required to retain CRCs for three years after the project is complete, and the CRCs are subject to CARB review upon five calendar days' notice.

**The Regulations apply to all “Public Works Awarding Bodies,” which phrase is broadly defined as “any public agency (state, county, city, school district, community college district, water district, sanitation district, transit district, etc.), or official thereof, in the state of California, that awards or enters into a contract for the erection, construction, alteration, repair, removal, or improvement of any public structure, building, road, or other public lands, property, or improvement of any kind.”**

**The bidder must fully execute this document and submit it, including required attachments, with its bid for the above-captioned project. The bidder must attach the CRCs for the bidder and all of its subcontractors to this document.**

The ARB Diesel Off-Road Online Reporting System (DOORS) reporting system is where the bidder and its subcontractors are able to obtain their CRCs: [DOORS \(ca.gov\)](https://ww2.arb.ca.gov/doors). There is also an additional website that provides them with more information on the regulation along with FAQs and user guides. The website for the “Off-Road Zone” is <https://ww2.arb.ca.gov/our-work/programs/truckstop-resources/road-zone>.

If any questions, please call the DOORS Hotline at 877-593-6677 or email <[doors@arb.ca.gov](mailto:doors@arb.ca.gov)>. Please note that at this time DOORS staff has limited access to documents received via mail and fax is unavailable.

[Fact Sheet: Contracting Requirements | California Air Resources Board  
https://ww2.arb.ca.gov/resources/fact-sheets/fact-sheet-contracting-requirements](https://ww2.arb.ca.gov/resources/fact-sheets/fact-sheet-contracting-requirements)

[Fact Sheet: Renewable Diesel Fuel Requirements | California Air Resources Board  
https://ww2.arb.ca.gov/resources/fact-sheets/fact-sheet-renewable-diesel-fuel-requirements](https://ww2.arb.ca.gov/resources/fact-sheets/fact-sheet-renewable-diesel-fuel-requirements)

**Declaration**

I, \_\_\_\_\_ *[name of declarant]*, declare that I am the \_\_\_\_\_ *[title]* of \_\_\_\_\_ *[name of bidding contractor]*, the entity making and submitting a bid for the above Project; that all CRCs required for \_\_\_\_\_ *[name of bidding contractor]* and its subcontractors on the above Project are attached to this declaration; that all of the attached CRCs are current and valid; and that the attached CRCs will allow the Owner to comply with the applicable CARB requirements in connection with the Project.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and executed on \_\_\_\_\_, 20\_\_, at \_\_\_\_\_ *[city]*, \_\_\_\_\_ *[state]*.

Date: \_\_\_\_\_

\_\_\_\_\_  
Signature  
Print Name: \_\_\_\_\_  
Print Title: \_\_\_\_\_

**DOCUMENT 00660**  
**SUFFICIENT FUNDS DECLARATION**  
**(Labor Code section 2810)**

To Be Executed by Bidder and Submitted with Bid

Owner: Madera Unified School District  
Contract: \_\_\_\_\_  
Site: \_\_\_\_\_

I, \_\_\_\_\_, declare that I am the \_\_\_\_\_ *[insert title]* of \_\_\_\_\_, the entity making and submitting the bid for the above Project that accompanies this Declaration, and that such bid includes sufficient funds to permit \_\_\_\_\_ *[insert name of entity]* to comply with all local, state or federal labor laws or regulations during the Project, including payment of prevailing wage, and that \_\_\_\_\_ *[insert name of entity]* will comply with the provisions of Labor Code section 2810(d) if awarded the Contract.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and executed on \_\_\_\_\_ 20\_\_, at \_\_\_\_\_ *[city]*, \_\_\_\_\_ *[state]*.

Date: \_\_\_\_\_  
\_\_\_\_\_  
Signature

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

Print Title: \_\_\_\_\_

DOCUMENT 00900

E.O. N-6-22



MADERA UNIFIED  
SCHOOL DISTRICT  
1902 Howard Road  
Madera CA 93637  
(559) 675-4500  
(559) 675-1186 Fax  
[www.madera.k12.ca.us](http://www.madera.k12.ca.us)

**Board of Trustees:**

President:  
Ed McIntyre

Clerk:  
Lucy Salazar

Trustees:  
Nadeem Ahmad  
Isreal Cortez  
Joetta Fleak  
Ruben Mendoza  
Ray G. Seibert

**SUPERINTENDENT:**  
Todd Lile

**NOTICE**

April 26, 2022

**To: Contractors and Vendors**

**From: Sandon Schwartz, Deputy Superintendent**

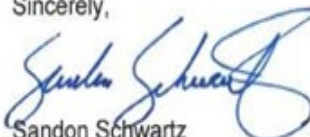
**Re: Contractor and Grantee Compliance with Economic Sanctions  
Imposed in Response to Russia's Actions in Ukraine**

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-ExecutiveOrder.pdf>

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

This correspondence serves as a notice under the EO that as a contractor or grantee, compliance with the economic sanctions imposed in response to Russia's actions in Ukraine is required, including with respect to, but not limited to, the federal executive orders identified in the EO and the sanctions identified on the U.S. Department of the Treasury website <https://home.treasury.gov/policy-issues/financial-sanctions/sanctions-programs-and-country-information/ukraine-russia-related-sanctions>. Failure to comply may result in the termination of contracts or grants, as applicable. Please note that for any agreements or grants valued at \$5 million or more, a separate notification will be sent outlining additional requirements specified under the EO.

Sincerely,

  
Sandon Schwartz  
Deputy Superintendent

Signature signifies acknowledgement of E.O. N-6-22

Signature \_\_\_\_\_