

April 1, 2022

**CLOVIS UNIFIED SCHOOL DISTRICT  
BID 2888 AUDIO VISUAL INFRASTRUCTURE UPGRADES - VARIOUS SITES**

**ADDENDUM NO. 1**

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

**Revisions:**

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

**Clarification:**

AM Best rating requirement of A or better has been reduced to A- or better.

Rating Report information to be obtained from A.M. Best Company –<http://www.ambest.com>

If you have any questions, please feel free to contact my office at 559-327-9479.

Leeann Errotabere  
Director of Purchasing

1-page addendum

# CLOVIS UNIFIED SCHOOL DISTRICT

## BID PACKAGE FOR

### BID 2888 AUDIO VISUAL INFRASTRUCTURE UPGRADES - VARIOUS SITES

Eimear O'Brien, Ed.D.  
Superintendent

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

In accordance with Public Contract Code 20111.6, Notice is hereby given that the Clovis Unified School District has determined Bidders performing as both a Prime Contractor and General Contractor (A or B license), or an Electrical, Mechanical, and Plumbing Contractor utilized as a Prime Contractor or Subcontractor must be prequalified prior to bidding on this project. For purposes of this prequalification, Electrical, Mechanical, and Plumbing contractors are contractors holding either a C-4, C-7, C-10, C-16, C-20, C-34, C-36, C-38, C-42, C-43, and C-46 California State Contractors license. Prequalification Applications may be obtained from Clovis USD Purchasing Web Site <https://www.cusd.com/Pre-Qualification.aspx> Prequalification application must be submitted online to Clovis Unified

School District **prior to NOON April 14, 2022 – USING CALENDAR  
YEAR 2022 PREQUALIFICATION APPLICATION.**

# CLOVIS UNIFIED SCHOOL DISTRICT

## BIDDING PACKAGE TABLE OF CONTENTS

### DESCRIPTION

1. Notice To Contractors
2. Instructions To Bidders
  
- 3. To be included with bid on bid day**
  - a. Bid Proposal Form
  - b. Bid Bond Form
  - c. Non-Collusion Affidavit
  - d. List of Sub-Contractors
  - e. Job References
  - f. Insurance Rating Submittal Form
  - g. DVBE Good Faith Declaration
  - h. Student Safety Declaration
  - i. Health Screen Requirements
  - j. Federal Procurement Requirements
  
- 4. To be submitted after bid by Low contractor**
  - a. Payment and Performance Bonds
  
5. Sample Agreement
6. Addenda
7. General Conditions
8. Specifications
9. Drawings

## **NOTICE TO CONTRACTORS**

Notice is hereby given that **CLOVIS UNIFIED SCHOOL DISTRICT**, (hereinafter referred to as "Owner") will receive sealed bids prior to the date and time stated for the Bid Opening for construction of:

### **BID 2888 AUDIO VISUAL INFRASTRUCTURE UPGRADES - VARIOUS SITES**

Bid Package is available for download at no cost from the District Website at:  
<https://www.cusd.com/BidSchedule.aspx>

If documents are downloaded from the District Website, bidder must notify Leeann Errotabere at [leeannerrotabere@cusd.com](mailto:leeannerrotabere@cusd.com) to ensure receipt of future notifications and documents related to the bid. Bidder is responsible for receipt of bid communication.

Time of completion date for the project(s) shall be **90 Calendar Days** from the notice of proceed date.

Bids will be sealed and filed at the following address:

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

before **NOON** on **APRIL 19, 2022** **Bids will be open in public.**

The Owner will not consider or accept any bids from contractors who are not licensed to do business in the State of California, in accordance with the California Public Contract Code, providing for the licensing of contractors. In accordance with Section 3300 of said Code, the Contractor shall have a **Class "B" license** AND C-7 OR C-10 license. Subcontractor can fulfill C-7 or C-10 license requirement/

#### **Mandatory Pre-Bid Meeting**

**To be eligible to bid this project, bidder must attend the following pre-bid meeting  
April 6, 2022 at 9:00 AM at Fugman Elementary School – meet at flagpole.  
The school is located at 10825 N Cedar Avenue, Fresno CA 93730  
Mandatory pre-bid meeting will then proceed to fourteen (14) other sites.**

Time of completion for this project shall **90 calendar days** from the start of the project as established within the Owner's Notice to Proceed. All procurement, coordination, milestones, durations, activities and scope of work.

The DVBE Declaration of Good Faith Effort to use Disabled Veteran Business Enterprises must be signed and submitted with sealed bid packet.

Bids must be accompanied by a bidder's bond, cashier's check, or certified check for at least ten per cent (10%) of the amount of the base bid and made payable to the Owner, issued by an Admitted Surety (an insurance organization authorized by the Insurance Commissioner to transact business of insurance in the State of California during this calendar year), which shall be given as a guarantee that the bidder will enter into a contract if awarded the work and will be declared forfeited, paid to, or retained by the Owner as liquidated damages if the bidder refuses or neglects to enter into the contract provided by the Owner after being requested to do so.

The Contractor shall be required to satisfy the conditions set forth in the contract and Education Code section 45125.2 regarding fingerprinting requirements and student safety prior to permitting any contact with students. Upon award of the contract and before beginning work, the Contractor shall be required to provide a verification of compliance with the student safety provisions of the contract and Education Code section 45125.2.

Upon award of the bid, require signature on the enclosed declaration to ensure compliance with the general Conditions and the Education Code.

The successful bidder will be required to furnish a Payment (Labor and Material) Bond in the amount of one hundred per cent (100%) of the contract price, and a Faithful Performance Bond in the amount of one hundred per cent (100%) of the contract price, said bonds to be secured from an Admitted Surety (an insurance organization authorized by the Insurance Commissioner to transact business of insurance in the State of California during this calendar year), and satisfactory to the Owner. The bidder will be required to give satisfactory proof to the Owner of the maintenance of Public Liability and Property Damage Insurance in an amount with a combined single limit of not less than \$2,000,000 per occurrence.

The successful bidder will be allowed to substitute securities or establish an escrow in lieu of retainage, pursuant to Public Contract Code Section 22300, and as described in the General Conditions.

In accordance with Public Contract Code 20111.6, Notice is hereby given that the Clovis Unified School District has determined Bidders performing as both a Prime Contractor and General Contractor (A or B license), or an Electrical, Mechanical, and Plumbing Contractor utilized as a Prime Contractor or Subcontractor must be prequalified prior to bidding on this project. For purposes of this prequalification, Electrical, Mechanical, and Plumbing contractors are contractors holding either a C-4, C-7, C-10, C-16, C-20, C-34, C-36, C-38, C-42, C-43, and C-46 California State Contractors license. Prequalification Applications may be obtained from Clovis USD Purchasing Web Site <https://www.cusd.com/Pre-Qualification.aspx> Prequalification application must be submitted online to Clovis Unified School District **prior to NOON April 14, 2022 – USING CALENDAR YEAR 2022 PREQUALIFICATION APPLICATION.**

Pursuant to Labor Code sections 1725.5 and 1771.1, all contractors and subcontractors that wish to bid on, be listed in a bid proposal, or enter into a contract to perform public work must be registered with the Department of Industrial Relations. No bid will be accepted nor any contract entered into without proof of the contractor's and subcontractors' current registration with the Department of Industrial Relations to perform public work. If awarded a Contract, the Bidder and its subcontractors, of any tier, shall maintain active registration with the Department of Industrial Relations for the duration of the Project.

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

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

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

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

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

Dated: April 1, 2022

**Clovis Unified School District**

Advertise: April 1, 2022  
April 4, 2022

By: MICHAEL JOHNSTON  
ASSISTANT SUPERINTENDENT OF BUSINESS SERVICES

END OF SECTION

## INSTRUCTIONS TO BIDDERS

### SECURING DOCUMENTS:

Bid Package is available for download at no cost from the District Website at: <https://www.cusd.com/BidSchedule.aspx>

**DEPOSIT:** None Required

#### **Mandatory Pre-Bid Meeting**

**To be eligible to bid this project, bidder must attend the following pre-bid meeting  
April 6, 2022 at 9:00 AM at Fugman Elementary School – meet at flagpole.  
The school is located at 10825 N Cedar Avenue, Fresno CA 93730  
Mandatory pre-bid meeting will then proceed to fourteen (14) other sites.**

### PROPOSALS:

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

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

- B. The portion of the work which will be done by each such subcontractor. If the bidder fails to specify a subcontractor for any portion of the work to be performed under the contract in excess of one-half (1/2) of one percent (1%) of the bidder's total bid, the bidder agrees to perform that portion itself. The successful bidder shall not, without the consent of the Owner:
- 1) Substitute any person as subcontractor in place of the subcontractor designated in the original bid.
  - 2) Permit any subcontract to be assigned or transferred or allow it to be performed by anyone other than the original subcontractor listed in the bid.
  - 3) Sublet or subcontract any portion of the work in excess of one-half (1/2) of one percent (1%) of the total bid as to which the original bid did not designate a subcontractor.
6. The Director of the Department of Industrial Relations of the State of California, in the manner provided by law, has ascertained the general prevailing rate of per diem wages and rate for legal holidays and overtime work as set forth in Article IX of the Agreement. The Contractor must pay for any labor therein described or classified in an amount not less than the rates specified. Copies of the required rates are on file at the Owner's business office and are available to any interested party on request.
- Pursuant to Labor Code sections 1725.5 and 1771.1, all contractors and subcontractors that wish to bid on, be listed in a bid proposal, or enter into a contract to perform public work must be registered with the Department of Industrial Relations. No bid will be accepted nor any contract entered into without proof of the contractor's and subcontractors' current registration with the Department of Industrial Relations to perform public work. If awarded a Contract, the Bidder and its subcontractors, of any tier, shall maintain active registration with the Department of Industrial Relations for the duration of the Project. To this end, Bidder shall sign and submit with its Bid the Public Works Contractor Registration Certification on the form provided, attesting to the facts contained therein. Failure to submit this form may render the Bid non-responsive. In addition, each Bidder shall provide the registration number for each listed subcontractor in the space provided in the Designation of Subcontractors Form.
7. All proposals must be accompanied by a completed Noncollusion Declaration. The bidder must certify that the Bid is genuine and is not sham or collusive, or made in the interest of or on behalf of any bidder not named in the bid, and that the bidder has not directly or indirectly induced or solicited any other bidder to put in a sham bid, or any other possible bidder to refrain from bidding, and that the bidder has not in any manner sought by collusion to secure for itself an advantage over any other bidder.
8. Proposals must be accompanied by a certified check, cashier's check, or bidder's bond, for an amount not less than ten percent (10%) of the amount of the base bid, made payable to the order of the Owner. If a bidder's bond accompanies the proposal, said bond shall be secured by an Admitted Surety (an insurance organization authorized by the Insurance Commissioner to transact business of insurance in the State of California during this calendar year) and satisfactory to the Owner. Said check or bond shall be given as a guarantee that the bidder will enter into the contract if awarded the work, and in case of refusal or failure to enter into said contract, the check or bond, as the case may be, shall be payable to the Owner and retained as liquidated damages.
9. Proposals shall be sealed and filed as indicated in the Notice to Contractors. Note regarding facsimiles: EXCEPT FOR BID SECURITY, all submitted before the bid opening documents may be in the form of facsimiles which have been sent elsewhere and sealed before filing with the Owner. (Any bidder who uses or attempts to use the Owner's facsimile equipment will be

disqualified immediately.) The originals of the faxed documents must be mailed to the Owner, postmarked the same as the bid opening, via certified mail, return receipt requested, or hand-delivered to the Owner by the close of business on the day of the bid opening.

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

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

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

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

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

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

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

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

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

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

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

Any addenda or bulletins, issued during the time of bidding, shall form a part of the drawings and specifications loaned to the bidder for the preparation of its proposal, shall be covered in the proposal, and shall be made a part of the Contract Documents. All addenda or bulletins shall be signed by the Architect and approved by the Division of State Architect.

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



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

The lowest bid shall be determined as follows: The lowest total of the prime bid on the base contract and the bids on all additive items and all deductive items. The District reserves the right to add or deduct any of the additive or deductive items from the project or contract after the lowest responsible and responsive bidder is determined.

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

#### **EXECUTION OF CONTRACT:**

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

#### **CONTRACT BONDS:**

Two bonds, as itemized below and in the forms presented in these contract documents, shall be furnished by the successful bidder at the time of entering into the contract and filed with the Owner. They shall be in the form of surety bonds issued by an Admitted Surety (an insurance organization authorized by the Insurance Commissioner to transact business of insurance in the State of California during this calendar year) and satisfactory to the Owner.

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

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

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

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

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

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

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

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

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

**PAYMENTS:**

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

**TAXES:**

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

**TIME OF COMPLETION AND LIQUIDATED DAMAGES:**

Time of completion for this project shall **210 calendar days (per construction manager's work schedule)** from the start of the project as established within the Owner's Notice to Proceed. All procurement, coordination, milestones, durations, activities and sequences *for the bid packages* shall be performed as shown in the Construction Management Bid Schedule and Section 01320 of the specification and as modified by a monthly schedule update, if any.

Should said work not be completed within the time limit as may be extended as herein provided, damages will be sustained by the Owner. It is understood and agreed that it is and will be impracticable or extremely difficult to determine the actual amount of damages which the Owner will sustain in the event of and by reason of such delay, and it is therefore agreed that the Contractor will pay the Owner the sum of **One Thousand (\$1,000.00) Dollars per calendar** for each and every day's delay beyond the time specified as and for liquidated damages; in case the Contractor fails to make such payment, the Owner may deduct the amount thereof from any money due or that may become due the Contractor under the contract. Should such money not be sufficient to cover the agreed liquidated damages, the Owner shall have the right to recover the balance from the Contractor or his sureties.

The Contractor shall be required to satisfy the conditions set forth in the contract and Education Code section 45125.2 regarding fingerprinting requirements and student safety prior to permitting any contact with students. Upon award of the contract and before beginning work, the Contractor shall be required to provide a verification of compliance with the student safety provisions of the contract and Education Code section 45125.2.

Upon award of the bid, require signature on the enclosed declaration to ensure compliance with the general Conditions and the Education Code.

The bid is subject to DVBE requirements.

**END OF SECTION  
REV. 3.97 (8.98)**

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

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

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

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

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

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

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

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

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

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

**PROPOSAL FORM FOR BID 2888**

Date \_\_\_\_\_, 2022

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

Bid Package Number and Title \_\_\_\_\_

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

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

**REBID CLOVIS WEST HIGH SCHOOL CLASSROOM BUILDING -  
ELECTRICAL & LOW VOLTAGE**

for the sum(s) quoted below.

**Total Bid** \_\_\_\_\_ **Dollars \$** \_\_\_\_\_

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

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

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

Our Public Liability and Property Damage Insurance is placed with:

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

Our Workers' Compensation Insurance is placed with:

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

The following must be completed without exception:

1. Name of Foreman / Superintendent for this Project \_\_\_\_\_
2. Acknowledge receipt and review of full set of bid documents \_\_\_\_\_ (Initial)
3. Crewing for this Project - Minimum Crew \_\_\_\_\_ Maximum Crew \_\_\_\_\_
4. Summary of Work has been reviewed and is included \_\_\_\_\_ (Initial)
5. Bid Schedule has been reviewed and accepted \_\_\_\_\_ (Initial)
6. The following items are attached to this bid form
  - a. Bid Bond \_\_\_\_\_ (Initial)
  - b. Non-Collusion Affidavit \_\_\_\_\_ (Initial)
  - c. Subcontractor Listing \_\_\_\_\_ (Initial)
  - d. Job References \_\_\_\_\_ (Initial)
  - e. Insurance Rating Submittal form \_\_\_\_\_ (Initial)
  - f. DVBE Good Faith Effort \_\_\_\_\_ (Initial)
  - g. Student Safety Declaration \_\_\_\_\_ (Initial)
  - h. Federal Bid Requirements \_\_\_\_\_ (Initial)
7. Proper Prevailing wages included in this bid \_\_\_\_\_ (Initial)  
\*2015-2018 requirements for Certified Payroll Reporting is acknowledged.

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

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

Addendum No. \_\_\_\_\_ Dated: \_\_\_\_\_

Addendum No. \_\_\_\_\_ Dated: \_\_\_\_\_

Addendum No. \_\_\_\_\_ Dated: \_\_\_\_\_

Addendum No. \_\_\_\_\_ Dated: \_\_\_\_\_

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

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

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

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

Signed \_\_\_\_\_

Print or Type Name \_\_\_\_\_

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

Phone # \_\_\_\_\_

Fax # \_\_\_\_\_

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

Email Address \_\_\_\_\_

DIR NUMBER \_\_\_\_\_

Additional Signature Lines if Applicable:

Signed \_\_\_\_\_

Print or Type Name \_\_\_\_\_

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

Signed \_\_\_\_\_

Print or Type Name \_\_\_\_\_

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

Signed \_\_\_\_\_

Print or Type Name \_\_\_\_\_

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

State of Incorporation if Applicable \_\_

( ) Evidence of authority to bind corporation is attached.

Print or Type Name \_\_\_\_\_

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

Phone Number: \_\_\_\_\_

EMAIL ADDRESS \_\_\_\_\_

Contractor's License Number \_\_\_\_\_

BID 2888 – COST ANALYSIS PAGE

RIVERVIEW	_____	\$ _____
FUGMAN	_____	\$ _____
CLARK	_____	\$ _____
CLOVIS HIGH	_____	\$ _____
FREEDOM	_____	\$ _____
GARFIELD	_____	\$ _____
DRY CREEK	_____	\$ _____
TARPEY	_____	\$ _____
KASTNER	_____	\$ _____
CLOVIS EAST	_____	\$ _____
REYBURN	_____	\$ _____
ALTA SIERRA	_____	\$ _____
ORAZE	_____	\$ _____
JEFFERSON	_____	\$ _____
NELSON	_____	\$ _____
TOTAL BID	_____	\$ _____

**DISTRICT RESERVES THE RIGHT TO AWARD BY SITE OR IN TOTAL – WHICHEVER IS IN BEST INTEREST OF THE DISTRICT**

**PROJECTOR UNITS TO BE PROVIDED BY DISTRICT AND INSTALLED BY BIDDER**

# **Do not substitute Bid Bond Form**

**The Bid Bond Form in this  
packet must be used.**

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



**BID BOND**

KNOW ALL MEN BY THESE PRESENTS that we the undersigned

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

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

The condition of the above obligation is such that whereas the Principal has submitted to the Owner a certain bid, attached hereto and hereby made a part hereof, to enter into a contract in writing for the

**Bid 2888  
AUDIO VISUAL INFRASTRUCTURE UPGRADES - VARIOUS SITES**

in strict accordance with the Contract Documents.

NOW, THEREFORE,

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

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

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

In the event suit is brought upon this bond by the Owner and judgment is recovered the Surety shall pay all costs incurred by the Owner in such suit, including a reasonable attorney's fee to be fixed by the court.

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

In presence of:

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

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

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

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

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

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

Attest:

\_\_\_\_\_  
(Corporate Principal)

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

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

(Affix Corporate Seal)

Attest:

\_\_\_\_\_  
(Corporate Principal)

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

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

(Affix Corporate Seal)

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

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

*END OF SECTION*  
*If: 10/97 (8.98)*

**BID 2888**

**NONCOLLUSION DECLARATION**

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

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

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

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

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

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

**Bid 2888**  
**AUDIO VISUAL INFRASTRUCTURE UPGRADES - VARIOUS SITES**

**Bidder** \_\_\_\_\_

**DESIGNATION OF SUBCONTRACTORS**

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

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

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

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

Portion of Work	Name of Subcontractor	Location & <u>License #</u> of Subcontractor*	DIR registration #

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

END OF SECTION  
 3.97 (8.98)

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

**CLOVIS UNIFIED SCHOOL DISTRICT**

**Bid 2888**

**AUDIO VISUAL INFRASTRUCTURE UPGRADES - VARIOUS SITES**

**JOB REFERENCES**

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

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

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

INSURANCE RATING SUBMITTAL FORM

**Bid 2888**

**AUDIO VISUAL INFRASTRUCTURE UPGRADES - VARIOUS SITES**

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

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

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

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

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

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

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

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

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

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

NOTE: This declaration does not have to be notarized.

END OF SECTION  
TB:lf w/LS 3.02

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

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

1. I am a representative of \_\_\_\_\_, and am authorized to make this declaration on its behalf;

2. Pursuant to Education Code section 45125.2, I shall not permit any employee, agent or subcontractor to have more than limited contact with pupils without taking protective steps as set forth in that section and this declaration.

3. I declare that I have taken one or more of the following protective measures pursuant to Education Code section 45125.2:

a. Neither I, my employees, agents nor subcontractors will have more than limited contact with students.

b. I have installed or will install a physical barrier at the worksite such that no employee, agent or subcontractor will have more than limited contact with students.

c. An employee, agent or subcontractor will continually monitor and supervise all employee(s), agent(s) and subcontractor(s) who will have more than limited student contact. I have submitted fingerprints to the Department of Justice for the supervisory employee(s), agent(s) or subcontractor(s). I have received a response from the Department of Justice, and I certify that none of these supervisory employees, agents or subcontractors have been convicted of a felony as defined in Education Code section 45122.1. A list of these supervisors is attached hereto.

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

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

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



## Health Screening

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

Such screening or testing, at a minimum, shall:

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

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

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

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

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

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

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

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

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

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

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

## Exclusions

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

### Search Exclusions

Advanced Search

e.g. Smith, 123456789



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

sam.gov/search/?index=ex&page=1&sort=-relevance&sfm%5Bstatus%5D%5Bis\_active%5D=true&sfm%5Bkeywords%5D%5B0%5D%5Bkey%5D="GRANITE%20CONSTRUCTION"&sfm%5Bke...

An official website of the United States government Here's how you know

Monitoring SAM.gov Performance Show Details May 25, 2021

Recognize and Avoid Phishing Emails Show Details Aug 25, 2020

**SAM.GOV**

Home Search Data Bank Data Services Help

Search e.g. 1606N020Q02, asph:

Select Domain Entity Information

Entity Registrations

Disaster Response Registry

Exclusions

Filter By

Keywords

"GRANITE CONSTRUCTION"

Classification

Excluded Entity

Showing 1 - 25 of 329 results

Entity Name	DUNS	CAGE Code	Physical Address	Classification
<b>GRANITE STATE LAWN CARE</b> ● Active	Unique Entity ID (blank)	(blank)	6 SUNSET ST, CLAREMONT, NH 03743 USA	Special Entity Designation
<b>Granite State Industries LLC</b> ● Active	Unique Entity ID (blank)	(blank)	6 Sunset Street, Claremont, NH 03743 USA	Special Entity Designation
<b>Jim A Meron</b> ● Active	Unique Entity ID (blank)	(blank)	Granite Bay, CA 95746 USA	Individual

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

Select Domain  
Entity Information +

Entity Registrations

Disaster Response Registry

Exclusions

Filter By —

Keywords


"GRANITE CONSTRUCTION" ×

Classification ∨

Excluded Entity ∧

Entity Name

No results found

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

[Go Back](#)

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

**RETURN WITH BID SUBMITTAL PACKET**

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

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

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

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

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

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

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

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

NOTE: This declaration does not have to be notarized.

END OF SECTION

274200 – CLASSROOM AUDIO/VISUAL SYSTEMS Part 1 - General 1.1 Scope of Work A. This document describes the products and execution requirements relating to furnishing and installing Classroom Audio/Visual systems. Classroom Audio/Visual System Electronics and installation requirements are covered under this document. B. The intent of these Specifications is to provide a complete classroom audio/visual system and it is the responsibility of the bidding Contractor to provide a complete solution. It is also the responsibility of the Contractor to provide all material necessary to provide a complete system even if the material is not described specifically in the following documentation. All questions concerning non-specified product and services will be address to the Owner’s Representative before the Contactor provides a bid. Owner expects that by accepting the Contractor’s bid proposal that they [the Contractor] have provided a competent bid for a complete solution. C. Contractor to include labor costs to install owner provided projector in each room an Extron system is installed in. If not installed, a credit is to be issued to owner for the labor costs not preformed. D. Excluded in this scope: projection surface & projection. 1.2 Related Work in Other Sections A. Division 270000 for all general conditions and work required by the contractor. B. All 120VAC power conductors and conduits associated with power circuits to all equipment locations shall be furnished and installed by Division 260000 contractor. C. All raceway systems including but not limited to conduit, j-boxes, outlet boxes, floor boxes, & surface mounted raceway shall be furnished and installed by Division 260000 and 270528 contractors. 1.3 Approvals A. The system shall maintain the following listings and/or approvals from the following agencies: 1. (UL) Underwriters Laboratories 2. (FCC) Federal Communications Commission 1.4 Contractor Qualifications/Quality Assurance A. Safety and Indemnity 1. Contractors will submit the necessary documentation to demonstrate their compliance with Section 270000 “1.5 A. Safety & Indemnity”. B. Contractor Qualifications 1. Contractors will submit the necessary documentation to demonstrate their compliance with Section 270000 “1.5 B. Contractor Qualification”. C. Quality Assurance 1. Contractor shall comply with all requirements as specified in Section 270000 “1.5 C. Quality Assurance”. D. Warranty 1. Contractor shall comply with all requirements as specified in Section 270000 “1.8. Acceptance & Warranties”. 2. Contractor to provide liaison services of manufactures THREE YEAR WARRANTY. 1.5 Submittal Documentation A. The successful contractor shall provide their submittal package in accordance with the Section 01 20 00 1.06 Submittal Schedule, and Section 270000 “1.6 Submittal Documentation”. B. Contractor shall also include in their Submittal Package: 1. A shop drawing depicting all system components and interconnections. Record Version 20200902 CUSD v20200902 274200 – Classroom AV 2 1.6 Equivalent Products A. All Contractor provided product in this Specification are those of: 1. Extron Systems B. Pre-Approved Equals: 1. Equivalent Products must comply with Section 274200 1.8 Classroom Audio/Visual System Specification contained within this document. C. Contractors wishing to approve a system other than those specified in this document shall do so in accordance with Section 270000 “:1.7 Equivalent Products”. D. Equivalent products (equals), may be substituted for the specified Extron Systems by submitting a “Substitution Request Form” (see attached). The “Substitution Request Form” must be submitted to the Architect and District for evaluation. A complete product data submittal must be submitted along with the “substitution Request Form”. 1.7 Technology Clause A. As technology advances, it is understood that improved or enhanced products may supersede existing products in both price and performance and yet be essentially similar. This request for bids seeks to address the rapid advances in technology by allowing functionally similar or identical products that may be introduced in the future, during the term of this bid, to be included under the general umbrella of compatible product lines and are thus specifically included in this bid document. B. Discontinued or end of life products shall be replaced with an equal product to the original specified product at no additional costs to the owner. 1.8 Extron Systems only -- Classroom Audio/Visual System Specification A. Control System 1. The Control System shall provide on/off for all connected devices, projector control, audio and video switching, and volume control for all connected audio. 2. Control System shall be operated from a wall mounted control panel located at the front of the classroom. 3. The Control System shall use either RS-232 or Ethernet for projector control. 4. The Control System shall be attached to the site’s IP data network via CAT 6 ethernet cabling. 5. The Control System shall also be remote accessible via IP data network using administration

software, web interface, as well as an iOS device. 6. The control panel shall be mounted within 3' to the left side of the projection surface (while facing the surface) at 48" aff, UON. Field verify placement with District staff.

**B. Switcher**

1. System shall incorporate a switching system that can allow for a minimum of two RGB inputs and two HDMI inputs.
2. System cannot rely on projector for switching of any kind. Projector is only to be used for video output only.
3. Switcher must output via a digital interface (HDMI, DVI, Display Port).
4. Switcher must be able to output audio from both analog and digital sources to amplifier/speakers.
5. Switcher components shall not be visible nor shall it be placed in existing cabinetry.

**C. Architecturally mounted AV Inputs**

6. One double-gang wall plate with two (2) HDMI inputs and one (1) 3.5mm TRS audio connection and one (1) USB connection. Check with Owner to determine location of the wall plate in each room.
7. All structured cabling from AV wallplates to switcher shall be over twisted-pair cabling. All AV input sources must have the appropriate media and cabling converts on both ends.

**D. Audio and speakers**

1. System shall provide sound amplification for all audio and video sources. Voice (microphone) amplification is not required unless otherwise noted.
2. Projector may not be used to switch, de-embed, or pass-through audio.
3. Speakers shall be flush mounted ceiling speakers located at the center of the room for even sound distribution.

**E. Manufacturer warranty** three years parts and labor.

**F. Projectors and Mounting.** CUSD v20200902 274200 – Classroom AV 3 Projector is owner provided, contractor installed/configured. Verify projector type and mount location with owner prior to installation.

1. Projector mounts shall be installed on the walls whenever possible. Please verify with owner if there are any questions as to which type to use.
2. Ceiling Mounted Environments.
  - Projector mount must be designed for use with drop ceilings.
  - Projector shall be mounted in the ceiling centered on the learning wall, 10'-0 (+/- 6" or nearest tile) from screen/whiteboard or nearest grid alignment +/-6".
  - Classrooms that have a Smart Board, centered on the board, 10'-0 (+/- 6" or nearest tile) away from board.
  - Classrooms that only have a white board, centered on the board, 10'-0 (+/- 6" or nearest tile) from white board.
  - Classrooms that have an existing screen, centered on the screen, 10'-0(+/- 6" or nearest tile) from screen.
  - Contractor to contact CUSD if multiple conditions exist in the room or if anything is not clear on location of mounting equipment.
3. Wall Mounted Environments.
  - Wall mounts shall be aesthetically pleasing. Structural support hardware shall be covered by an enclosure and should not be visible. Contact Owner if there are any issues. Wall mount is to be mounted as close to the top of the projection surface as possible to allow for any interactive devices.
  - Wall mount extension arm shall not exceed 36" from wall and shall be centered on the learning wall, which should align with the center of the projected surface.
  - Wall mount must support a projector weighing up to 20 pounds at full extension.

**G. Classroom that are non typical in shape (interior classrooms) or have offset/split whiteboards, both the control panel and projector mount will have to be located on an individual basis.**

1. Contact Owner to locate the mount and controls in those rooms.

**1.9 TYPICAL CLASSROOM SETUP**

**A. Control System**

1. There is no control system. The projector will be controlled with the remote control.

**H. Switcher**

1. There is no Switcher. The inputs will be controlled with the remote control.

**I. Architecturally mounted AV Inputs**

1. One double-gang wall plate with one (2) HDMI, one (1) 3.5mm TRS audio connection, and (1) USB input located to the left of the projection surface. Verify location with Owner prior to installation.
2. One 12 inch active USB repeater pigtail is to be included and connected to the wall plate above.

**J. Audio and speakers**

1. Speakers shall be flush mounted ceiling speakers located at the center of the room for even sound distribution. Contractor to supply the cables from projector, to the amplifier, and on to the speakers.

**K. Projectors and Mounting.** Projector is owner provided, contractor installed/configured.

1. The typical install will be with a Wall Mounted projector.
  - Wall mounts shall be aesthetically pleasing. Structural support hardware shall be covered by an enclosure and should not be visible. Contact Owner if there are any issues. Wall mount is to be mounted as close to the top of the projection surface as possible to allow for any interactive devices.
  - Wall mount extension arm shall not exceed 36" from wall and shall be centered on the learning wall, which should align with the center of the projected surface.
  - Wall mount must support a projector weighing up to 20 pounds at full extension.

CUSD v20200902 274200 – Classroom AV 4 Part 2 - Products

The following sections specifically list the acceptable equipment types and items for this project. Where quantities are not noted, they may be obtained from the project drawings. In the event of a discrepancy between the specifications and the project drawings, the greater



quantity or better quality shall be furnished. 2.1 Classroom Equipment for all rooms have the same system with either wall mount or ceiling mounted speakers. Ceiling mounted speakers are preferred unless ceiling configuration does not allow for it. A. STANDARD SYSTEM: Wall Mounted UST projector – Owner provided, contractor installed and configured. --Projector comes with a USB cable to connect from the projector to a laptop. This cable should be used to connect to the USB pigtail and wall plate. If not used, contractor responsible to provide the appropriate cable. Actiontek Screenbeam 750W – Owner provided and configured, contractor installed. --This unit provides wireless connectivity to the projector and plugs into the HDMI input on the projector. Connect it to HDMI 1 on the projector. Unit is to be secured to the wall mount arm with Velcro. Wallplate with USB/3.5mm Audio/two HDMI – Contractor provided, configured and installed. COVID – W1408-WH-P-A-ALT COVID - CWP 0010-USB-BA-AC8” --Contractor to provide all cables from this wallplate to the projector location. The USB cable is provided with the projector and contractor is to connect the USB cable from the projector to the pigtail, which connects to this wall plate. Note the provided cable is 15’ long. If a longer length is needed, contractor is to provide the active USB cable needed to connect from the projector to the wallplate. --The 3.5mm cable is to be provided by the Contractor and is to be connected to the wallplate to the audio input on the projector. Two ceiling mounted speakers – Contractor provided, installed, and configured. Extron 42-120-13, FF 120T Speakers (one pair) Extron Amp -- Contractor provided, installed, and configured. Extron 60-1449-01, MPA 601-70V Audio Cable -- Contractor provided, installed, and configured. Extron 18 AWG speaker cable. B. Verify with owner prior to ordering this system as it is only used in specific cases, such as an MPR. Extron WallVault WVS 400D Digital Audio Video Switching and Control System. The system shall use the following configuration. 1. (1) Extron PVS 405D - Digital Switcher 2. (2) Extron PVT SW HDMI RGB D – HDMI / RGB Video and Stereo Audio Input – Wallplate 3. (1) Extron MLC 104 IP Plus - MediaLink Controller 4. (1 Pair) Extron FF 120 Speakers (ceiling mounted speakers) 5. (1) Extron USFM 100 Ultra Short-Throw Projector Mount and Equipment Enclosure 6. (1) Extron UPB 125 Universal Projector Bracket 7. (1) Extron WallVault WVS 400D Kit using custom part number: 42-210-000442 C. Non-MPR installs need to include the active USB pigtail cable as noted above in the standard installation. CUSD v20200902 274200 – Classroom AV 5 D. Voice Amplification System (Not included in bid unless shown or requested by CUSD) If a voice amplification system is requested, add the following to the above Extron PVS 400D configuration. 1. (1) Extron VLM 2000H - VoiceLift Pendant and Handheld Microphone System Part 3 - Execution 3.1 General A. All Work described in this specifying document and on the Project drawings shall be performed in accordance with the acknowledged Professional and Industry standards and practices. All installed equipment shall meet and/or exceed the specified manufactures regulations. B. The Contractor shall maintain a competent supervisor and Manufacture Certified Technician assigned to this installation for the duration of the Project. C. Furnish and install all materials, devices, components and equipment required for a complete and operational system. D. It is the contractor’s obligation to inform the Owner and/or the Owner’s Representative of any and all conflict’s, between the project documents and the onsite conditions. E. It is the Contractor’s responsibility and obligation to coordinate with all necessary trades to ensure the integrity and compliance of the Manufacture and Industry standards are meet during the duration of the installation. 3.2 Installation A. Furnish components, wire, connectors, materials, parts, equipment, labor, etc. necessary for the complete installation of the systems in full accordance with the recommendations of the equipment manufacturers and the requirements of the drawings and specifications. B. Wire and cable for all other devices shall be supplied in accordance with the recommendations of the device manufacturer and the National Electrical Code. C. Equipment shall be held firmly in place with proper types of mounting hardware. All equipment affixed to the building structure must be self-supporting with a safety factor of at least three. All equipment shall be installed so as to provide reasonable safety to the operator. Supply adequate ventilation for all enclosed equipment items which produce heat. D. Furnish the system to facilitate expansion and servicing using modular, solid-state components. All equipment shall be designed and rated for continuous operation and shall be UL listed, or manufactured to UL standards. E. Observe proper circuit polarity and loudspeaker wiring polarity. No cables shall be wired with a polarity reversal between connectors with respect to either end. F. Route cables and wiring

according to function, separating wires of different signal levels (video, microphone, line level, amplifier output, AC, control, etc.) by as much physical distance as possible. Neatly arrange and bundle all cables loosely with velcro cable ties. Cables and wires shall be continuous lengths without splices. G. All cables in conduits shall be insulated from each other and from the conduit the entire length and shall not be spliced. All cables and wires are to be continuous lengths without splices. H. Mechanical connections shall be made using approved connectors of the correct size and type for the connection. Wire nuts will not be accepted. I. Label all wires as to destination and purpose. Clearly and permanently label all jacks, controls, and connections with permanent labels, unless otherwise noted. J. Contractor to include labor costs to install owner provided projector in each room an Extron system is installed in. Projector is to be aligned to designated screen/board, as directed by Owner. If not installed, a credit is to be issued to owner for the labor costs not preformed. K. Contractor is to turn over to the owner any items included with the kit, including but not limited to, any extra cables, labels, templates, tools, and manuals. All items to be placed in a bag with the room number on the bag. L. Contractor to label control panel buttons 1 - 4 and label the inputs accordingly. Verify with Owner prior to printing. M. One CAT6 data cable shall be connected from the Control Panel to the nearest IDF (Extron installs only). N. Projector (whether owner contractor provided or owner provided) and Control Panel are to be assigned an IP address (contact Owner on what to use). Assigned address to be CUSD v20200902 274200 – Classroom AV 6 documented for every unit and provided back to Owner. Contact owner for sample spreadsheet to use. O. All wall mounted projectors come with interactive capabilities via pens. Contractor to calibrate the system prior to turning over to Owner.

3.3 Programming A. Contractor shall provide all necessary programming to provide a complete operating Audio Visual System. B. Contractor shall include in their bid a one (1) hour planning meetings with the owner and their Representatives to outline all specific programming issues, as well as, but limited to: 1. Contractor will be informed of any specific requirements for use of the system. 2. Contractor will provide overview of system capabilities. 3. Contractor will address all concerns of the Owner and their Representatives. C. All Control System Programming shall be custom produced for this installation by qualified factory-trained installer and software support shall be provided to owner for 12 months after the final acceptance of this project. AV contractor to work with the Owner's staff to assign IP addresses and set-up of all A/V equipment. D. Any programming needed to configure the interactive capabilities is to be included and completed by the contractor.

3.4 Testing A. The completed AV systems shall be physically inspected by the Owner's representative to assure that all equipment is installed in a neat and professional manner, and in accordance with these Specifications. B. The final system testing and commissioning shall be performed after all installation and initial testing has been completed by the Installer, but prior to any use of the systems. C. The Contractor, prior to requesting systems testing and demonstration to the Owner's representative, shall ensure that all systems are in first-class working condition and free of short circuits, ground loops, parasitic oscillations, excessive hum and noise, RF interference, or instability of any form. D. The Contractor shall be responsible for properly performing all setup and alignment of systems, and all assembly and setup of portable equipment. E. The Contractor to provide a listing of each room/location and sign off that each part of the system was tested and the result of the test. Contact owner for an example form to use.

3.5 System Commissioning A. Audio Visual System Commissioning 1. In the presence of the Owner's Representative the Contractor shall perform the attached functions listed below: (1) Inspection of all terminations (2) Inspection of all inputs and output devices (3) Verify polarity of speaker system and connectors (4) Check wire types at all locations (5) Verify connector types (6) Check Impedance of speaker lines (7) Verify coverage of speaker system (8) Check general operation of control surface (9) Check programming of control surface for routing and proper function (10) Check power sequencing 2. All testing documentation will be supplied as a part of the Contractors As-built Documentation. B. Contractor will include in their bid price six (6) hours for onsite commissioning. Contractor will provide the installation technician who was responsible for this project to be present at the system commissioning to tune, fix, repair, replace all system components that do not operate within the tolerance as set forth in this specification, the project documents, and industry standards. C. The final acceptance of the system by the Owner will be based upon the report of the Owner representative following inspection, testing, and commissioning. A list of

items in need of completion or correction shall be generated by the owner, which must be corrected by the Installer before final acceptance will be granted. CUSD v20200902 274200 – Classroom AV 7 3.6 Training A. Contractor shall provide no less than two (2) one (1) hour training sessions. 1. The first training session will be a “Train the Trainer”. The owner will appoint their representative to be provided extensive training so that he/she will be able to provide additional support once the project has been completed. 2. The additional training session will be provided as a general overview of the system operation for large groups or several smaller groups as designated by the owner. Usually these additional training events will coincide with a school function when the sound system will be used. 3. Provide sign in sheets for all training events. Deliver to architect in the close out documents. 3.7 Warranty A. Contractor will provide a minimum of a 1 year Workmanship Warranty that includes Parts and Labor. B. All equipment provided under this specification shall be warranted to be free from defects in materials and workmanship for a period of 12 months from the notice of completion. C. The Contractor shall maintain regular service facilities and provide a qualified technician familiar with the work specified for this project. Contractor will respond to all notice of malfunction from the Owner within 24 hours of receiving trouble call. As part of this warranty, the Contractor shall provide, at no expense to the Owner, all material, devices, equipment, and personnel necessary and resolve malfunction and/or to provide alternate facilities, services, or equipment for the duration of repairs to any defective work as described in this section. D. All repairs and service under warranty shall be at the jobsite unless in violation of manufacturer's warranty, wherein contractor shall provide substitute equipment for the duration of repairs. Transportation of substitute or test equipment and personnel to and from the jobsite shall be at no expense to the owner. E. All repair and service work under warranty work, except emergency repairs can be performed during regular working hours of regular working days. Emergency repairs shall be made when a system or component malfunctions during use, and shall be performed on an immediate basis. All work shall be performed by personnel in the employ of contractor, having specific experience in the work of this specification and shall not be subcontracted or assigned to another company for service, unless Owner has approved such assignment in writing, in which event contractor shall nevertheless be responsible to the Owner for such work. 3.8 System Documentation A. Upon completion of the installation, the contractor shall provide four copies (one hardcopy and three electronic copies) of Project Close-Out Documents to the Owner. Documentation shall include the items detailed in the sub-sections below: 1. Maintenance and Operation Manuals 2. All System source codes and passwords must be handed over to, and become property of the Owner upon completion of this project. 3. As-Built Drawings B. The As-Built drawings are to include cable routes, outlet locations and the approved labeling identifiers, equipment layout and system single line drawings. The Owner will provide floor plans in paper and electronic (DWG, AutoCAD 2008) formats on which as-built construction information can be added. These documents will be modified accordingly by the telecommunications contractor to denote as-built information as defined above and returned to the Owner. C. Contractor to provide a document with the site and reseller at the top of the page and a table listing the Room and MAC of the controller for every room a system is installed. The sticker on the control panel shall be attached to this document. Assigned IP addresses and MAC addresses are to be included in the documentation.

END OF SECTION

## AGREEMENT BETWEEN OWNER AND CONTRACTOR

THIS AGREEMENT, dated the \_\_\_\_\_ day of \_\_\_\_\_, 2021, in the County of Fresno, State of California, is by and between Clovis Unified School District (hereinafter referred to as "DISTRICT"), and \_\_\_\_\_ (hereinafter referred to as "CONTRACTOR").

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

1. The complete contract includes all of the Project documents described in the General Conditions. The Project documents are complementary, and what is called for by any one shall be as binding as if called for by all.

2. CONTRACTOR shall perform within the time set forth in Paragraph 4 of this Agreement everything required to be performed, and shall provide and furnish all the labor, materials, necessary tools, expendable equipment, and all utility and transportation services as described in the complete contract and required for construction of

### **Bid 2888 - REBID CLOVIS WEST HIGH SCHOOL CLASSROOM BUILDING - ELECTRICAL & LOW VOLTAGE**

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

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

4. The work shall be commenced on or before the fifth (5th) day after receiving the DISTRICT's Notice to Proceed – total project shall be completed within **90 calendar days**. Individual project trades to be completed in accordance with construction manager's work schedule.

5. Time is of the essence. If the work is not completed in accordance with Paragraph 4 above, it is understood that the DISTRICT will suffer damage. It being impractical and infeasible to determine the amount of actual damage, in accordance

with Government Code Section 53069.85, it is agreed that CONTRACTOR shall pay to DISTRICT as fixed and liquidated damages, and not as a penalty, the sum **One Thousand Dollars (\$1000.00)** for each calendar day of delay until work is completed and accepted. This amount shall be deducted from any payments due to or to become due to CONTRACTOR. CONTRACTOR and CONTRACTOR'S surety shall be liable for the amount thereof. Time extensions may be granted by the DISTRICT as provided in the General Conditions.

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

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

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

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

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

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

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

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

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

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

12. CONTRACTOR shall comply with those provisions of the Labor Code requiring payment of prevailing wages, keeping of certified payroll records, overtime pay, employment of apprentices, and workers' compensation coverage, as further set

forth in the General Conditions, and shall file the required workers' compensation certificate before commencing work.

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

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

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

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

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

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

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

**DISTRICT**

**CONTRACTOR**

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

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

Michael Johnston  
Associate Superintendent

\_\_\_\_\_

Title

Title

(Second signature required only for corporation)

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

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

\_\_\_\_\_  
Title

(CORPORATE SEAL OF CONTRACTOR, if corporation)

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

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

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

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

Purch Bid fr.If 9 98



## Health Screening

## CONTRACT ATTACHMENT

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

Such screening or testing, at a minimum, shall:

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

## COVID-19 SERVICE PROVIDER SCREEN TOOL

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

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

Answered YES to BOTH Questions 1 AND 2:

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

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

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

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

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

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

**PAYMENT BOND  
(Labor and Material)**

**KNOW ALL MEN BY THESE PRESENTS:**

That **WHEREAS,**

---

and

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

**Bid 2888  
AUDIO VISUAL INFRASTRUCTURE UPGRADES - VARIOUS SITES**

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

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

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

That the said Principal and the undersigned

---

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

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

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

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

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

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

this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

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

\_\_\_\_\_  
Principal

\_\_\_\_\_  
Surety

\_\_\_\_\_  
By: \_\_\_\_\_  
Attorney-in-Fact  
\_\_\_\_\_

The above bond is accepted and approved this \_\_\_\_\_ day of \_\_\_\_\_,  
20\_\_\_\_ .

END OF SECTION  
3.97 (8.98)

**PERFORMANCE BOND**

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

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

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

**Bid 2888  
AUDIO VISUAL INFRASTRUCTURE UPGRADES - VARIOUS SITES**

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

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

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

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

(Affix Corporate Seal) \_\_\_\_\_  
(Individual Principal)

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

(Affix Corporate Seal) \_\_\_\_\_  
(Corporate Principal)

\_\_\_\_\_

(Business Address)

(Affix Corporate Seal) \_\_\_\_\_  
(Corporate Surety)

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

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

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

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

The above must be filled in by Corporate Surety.

END OF SECTION  
3.97 (8.98)