BID PACKET FOR

Bid 2627-1409 Harvest Elementary School Roof Project

Questions on Project Contact:

CENTRAL UNIFIED SCHOOL DISTRICT
5652 W GETTYSBURG AVE, FRESNO, CA 93722
JESSE BATH- Director Of Maintenance And Operations
(559) 274-4700

FORMAL BID PACKET

BID PACKET CONSISTS OF FOLLOWING DOCUMENTS

BID PACKET
GENERAL CONDITIONS
SPECIFICATIONS & DRAWINGS

Dr. Mark Marshall - Superintendent

Central Unified School District
5652 W. Gettysburg Avenue
Fresno, CA 93722

Name of Document	Submitted?
Required with Bid:	
Bid Proposal Form, including proof of signers' authority	
Bid Security (Bid Bond or Certified Check)	
Designation of Subcontractors	
Noncollusion Declaration	
Fingerprinting Notice and Acknowledgement	
Workers' Compensation Certification	
References	
California Air Resource Board (CARB) Certification	
Required After Award and Before Commencement of Work:	
Agreement	
Drug-Free Workplace Certification	
Performance Bond	
Payment Bond	
Insurance Certificates	
Additional Insured Endorsements	
Insurance Declaration Pages	
Roof Project Certification *(if required for contract)*	
Criminal Background Certification	
Acknowledgement of Asbestos Certification	
Project Work Schedule	

PROJECT DATES: (subject to change if needed by the DISTRICT)

- Advertisement #1: Wednesday, April 29, 2026
- Advertisement #2: Wednesday, May 6, 2026
- Job Walk (Mandatory Pre-Bid): Monday, May 11, 2026
- RFI Deadline: Thursday, May 14, 2026 – 3:00 PM
- Final addenda (if needed), Monday, May 18, 2026
- Bid Opening: Friday, May 22, 2026 – 11:00 AM

NOTICE TO CONTRACTORS

Notice is hereby given that Central Unified School District (hereinafter referred to as "Owner") will receive sealed bids prior to the date and time stated for the Bid Opening for:

Bid 2627-1409 Harvest Elementary School Roof Repair

as per drawings and specifications which may be obtained from: Central Unified School District, Rena Rivas, Work Control Manager, 4200 N. Grantland Ave, Fresno, CA 93723 or on the website: https://www.centralunified.org/departments/executive-services/fiscal-services/purchasing

Time of completion date for the project(s) shall be 120 (one hundred twenty days) including mobilization.

Bids will be sealed and filed in the Transportation Office of the Owner

CENTRAL UNIFIED SCHOOL DISTRICT
JESSE BATH, DIRECTOR OF MOT
4200 N. GRANTLAND AVE
FRESNO, CALIFORNIA 93723

On or before **11:00 AM PM PDT on Friday, May 22, 2026**

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

A Mandatory job walk is scheduled for Monday, May 11, 2026, at 9:30 a.m. at Harvest Elementary School located at 6514 W. Gettysburg Avenue, Fresno, CA 93723. Meet at the flagpole.

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 percent (100%) of the contract price, and a Faithful Performance Bond in the amount of one hundred per cent (100%) of the contract price, said bonds to be secured from an Admitted Surety (an insurance organization authorized by the Insurance Commissioner to transact business of insurance in the State of California during this calendar year), and satisfactory to the Owner. The bidder will be required to give satisfactory proof to the Owner of the maintenance of Public Liability Insurance in the amount of not less than $2,000,000.00 for more than one person injured in one accident, and the maintenance of property damage insurance in an amount not less than $2,000,000.00.

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

The Owner will not consider or accept any bids from contractors who are not licensed to do business in the State of California, in accordance with the California Public Contract Code, providing for the licensing of contractors. In accordance with Section 3300 of said Code, the Contractor shall have a **C-39 license**.

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

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

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

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

Central Unified School District

Publication Dates: April 29, 2026

May 6, 2026

END OF SECTION

SPECIAL INSTRUCTIONS TO BIDDERS – SPECIFIC TO THIS PROJECT

INSURANCE REQUIREMENTS: (This statement supersedes any amounts noted in other documents related to this bid project.)

$1,000,000 ($1 million) Automobile Liability Insurance to be carried by contractors and subcontractors

$2,000,000 ($2 million) General Liability Insurance per occurrence for bodily injury, personal injury, and property damage.

$2,000,000 ($2 million) Property Damage coverage.

Contractor will be required to provide Builder's Risk / All Risk Insurance as outlined in the General Conditions. The District will not be providing this coverage. Contractors are encouraged to work with their insurance providers to obtain multiple competitive quotes based on project scope and site job walk information to ensure least expensive cost option for required coverage.

Time of completion date for the project(s) shall be 120 (one hundred twenty) calendar days including mobilization. CONTRACTOR TO ENSURE INTEGRITY OF EXSITING BUILDINGS AND PROJECT, TAKING PRECAUTIONS TO PREVENT WEATHER DAMAGE DURING ALL PHASES OF PROJECT –

Owners Allowance to be utilized in the event of an owner approved change order. Any unused allowance shall be shared as follows: zero percent (0%) to the Contractor and one hundred percent (100%) to the Owner.

REQUEST FOR INFORMATION FORM

PRE-BID CLARIFICATION FORM (For Contractor's Use)

PROJECT NAME:			
PROJECT NUMBER:			
TO:		EMAIL:	_____ & _____

DATE:			
FROM:		EMAIL:	
DOCUMENT/DIVI-SION NUMBER:		DRAWING NUMBER:	

REQUESTED CLARIFICATION:
RESPONSE TO CLARIFICATION:

Attach additional numbered sheets as necessary; however, only one (1) request shall be contained on each submitted form.

INSTRUCTIONS TO BIDDERS

Bid 2627-1409 Harvest Elementary School Roof Repairs for the Central Unified School District

SECURING DOCUMENTS:
The Contract Documents, including the Drawings and Specifications, are available as per drawings and specifications which may be obtained from: Central Unified School District, Rena Rivas, Work Control Manager, 4200 N. Grantland Ave, Fresno, CA 93723 or on the website:

PREQUALIFICATION:
This Contract is not subject to prequalification.

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

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

PRE-BID CONFERENCES, SITE VISITS, OR MEETINGS:

A Mandatory job walk is scheduled for Monday, May 11, 2026, at 9:30 a.m. at Harvest Elementary School located at 6514 W. Gettysburg Avenue, Fresno, CA 93723. Meet at the flagpole.

BIDS:
Bids will be sealed and filed in the Transportation Office of the Owner

CENTRAL UNIFIED SCHOOL DISTRICT
JESSE BATH, DIRECTOR OF MOT
4200 N. GRANTLAND AVE
FRESNO, CALIFORNIA 93723

On or before **11:00 AM on Friday, May 22, 2026**

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

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

2. No bid will be considered which makes exceptions, changes, or in any manner makes reservations to the terms of the drawings or specifications. If prequalification is required for this Contract, no bid will be accepted from a contractor that has not been prequalified.

3. Questions regarding documents, discrepancies, omissions, or doubt as to meanings shall be referred immediately to the REPRESENTATIVE who will send written instructions clarifying such questions to each bidder. Oral responses will not be binding on the Owner or Architect or Engineer or any Construction Manager.

4. Signatures:

   A. Each bid must give the full business address of the bidder and be signed by bidder. Bids by partnerships must furnish the full name of all partners and must be signed in the partnership name by a general partner with authority to bind the partnership in such matters, followed by the signature and designation of the person signing. The name of the person signing shall also be typed or printed below the signature. Bids by corporations must be signed with the legal name of the corporation, followed by the name of the state of incorporation and by the signature and designation of the chairman of the board, president, or any vice president, and then followed by a second signature by the secretary, assistant secretary, the chief financial officer, or assistant treasurer. All persons signing must be authorized to bind the corporation in the matter. The name of each person signing shall also be typed or printed below the signature. Satisfactory evidence of the authority of the officers signing on behalf of a corporation shall be furnished with the bid.

5. Pursuant to the provisions of Sections 4100 to 4114, inclusive, of the Public Contract Code of the State of California, which are hereby incorporated and made a part hereof and these Instructions to Bidders, every bidder shall set forth in its bid (using the Owner's form for Designation of Subcontractors):

   A. The name and location of the place of business, the California contractor license number, and (for all projects over Twenty-Five Thousand Dollars ($25,000)) the public works contractor registration number, of each subcontractor who will perform work or labor or render service to the bidder in or about the construction of the work or improvement, or a subcontractor licensed by the State of California who, under subcontract to the bidder, specially fabricates and installs a portion of the Work or improvement according to detailed drawings contained in the plans and specifications, in an amount in excess of one-half (½) of one percent (1%) of the bidder's total bid. An inadvertent error in listing a California contractor's license number shall not be grounds for filing a bid protest or for considering the bid nonresponsive if the bidder submits the corrected contractor's license number to the Owner within 24 hours after the bid opening, or any continuation thereof, so long as the corrected contractor's license number corresponds to the submitted name and location for that subcontractor.

   B. The portion of the Work which will be done by each such subcontractor. If the bidder fails to specify a subcontractor for any portion of the Work to be performed under the Contract in excess of one-half (½) 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 (½) of one percent (1%) of the total bid as to which the original bid did not designate a subcontractor.

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

7. All Bid Forms must be accompanied by a completed Noncollusion Declaration and Sufficient Funds Declaration (Labor Code § 2810). All bids must be accompanied by an executed Fingerprinting Notice and Acknowledgment, Iran Contracting Act certification (if required by law; see the form), Workers' Compensation certification, responses to the Contractor Questionnaire (if required; see Paragraph 13, below), and the DVBE Certification of Participation and the DVBE Good Faith Worksheet (if DVBE is required; see Paragraph 10, below).

8. Bids must be accompanied by a certified check, cashier's check, cash, or bidder's bond, for an amount not less than ten percent (10%) of the amount of the base bid, made payable to the order of the Owner. If a bidder's bond accompanies the bid, said bond shall be secured by an Admitted Surety (an insurance organization authorized by the Insurance Commissioner to transact business of insurance in the State of California during this calendar year). The surety insurer must, unless otherwise agreed to by Owner in writing, at the time of issuance of the bond, have a rating not lower than "A-" as rated by A.M. Best Company, Inc., or other independent rating companies. Owner reserves the right to approve or reject the surety insurer selected by Contractor and to require Contractor to obtain a bond from a surety insurer satisfactory to the Owner. Said check or bond shall be given as a guarantee that the bidder will enter into the Contract if awarded the Work, and in case of refusal or failure to enter into said Contract, the check or bond, as the case may be, shall be payable to the Owner and retained as liquidated damages.

9. Bids shall be sealed and filed as indicated in the Notice to Bidders. Irrespective of how a bidder chooses to deliver the bid and other documents to the Owner, the bidder is responsible for ensuring that the bid and other documents are actually received at the location designated in the Contract Documents for receipt of the bid and other documents prior to the time for the bid opening. Bids and other documents for any reason not actually received at the designated location prior to the time for the bid opening shall not be opened or considered.

10. **THIS CONTRACT IS NOT SUBJECT TO THE DVBE REQUIREMENTS OF EDUCATION CODE SECTION 17076.11.** If this contract is subject to these requirements, then (a) the DVBE Certification must be submitted with the bid, and (b) the DVBE Worksheet must be submitted with the bid if Box D is checked on the first page of the DVBE Certification.

11. Contractors shall maintain their licenses in good standing through Completion of the Work and all applicable warranty periods. Owner shall reject any bid as nonresponsive if bidder or any subcontractor is not licensed in good standing from the time the bid is submitted to Owner up to award of the Contract, whether or not the bidder listed the subcontractor inadvertently, or if a listed subcontractor's license is suspended or expires prior to award of the Contract. Owner also reserves the right to reject

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

12. The Owner reserves the right to waive any irregularity or failure to comply with the Contract Documents, and to reject any or all bids.

WITHDRAWAL OF BIDS:

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

OPENING OF BIDS:

Opening of bids shall be as soon after the hour set as will be possible: opening and declaration to be as set forth in the Notice to Bidders. Any and all bidders will be permitted to attend.

EXAMINATION OF CONTRACT DOCUMENTS AND SITE:

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

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

FORM OF AGREEMENT BETWEEN OWNER AND CONTRACTOR:

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

ADDENDA OR BULLETINS:

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

EVIDENCE OF RESPONSIBILITY:

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

AWARD OF CONTRACT:

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

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

EXECUTION OF AGREEMENT BETWEEN OWNER AND CONTRACTOR:

Contractor shall sign and return the Agreement within ten (10) days after mailing, faxing or delivery of the Notice of Award of Contract, or prior to the commencement of the Work, whichever is earlier. The Contractor shall sign the Agreement in as many originals as the Owner deems necessary. Within ten (10) days after mailing, faxing, or delivery of the Notice of Award of Contract, or prior to the commencement of the Work, whichever is earlier, the Contractor shall also submit to Owner the Contract payment and performance bonds; insurance certificates, additional insured endorsement, and declarations page; a Public Contract Code section 3006(a) Roof Project Certification, if required; the Drug-Free Workplace Certification; the Student Contact Form (see Attachment B to the Fingerprinting Notice and Acknowledgement); a schedule of values (see General Conditions §9.2.1.A); a schedule of cash flow (see General Conditions §9.2.1.B); and subcontractor information (see General Conditions §9.2.1.D). Within two (2) weeks after award the Work, or prior to commencement of the Work, whichever is earlier, the Contractor shall also submit to Owner the certified baseline schedule (see General Conditions §3.9.1). If the Contractor does not comply with this paragraph, Owner may revoke and/or cancel the award to the Contractor, award the Contract to the next lowest bidder, and pursue the low bidder and bid bond for damages, or may otherwise proceed as allowed by law. A Roof Project Certification is not required if (1) the Owner has ADA (average daily attendance) of 2,500 or less, or (2) the Work involves repair of 25% or less of the roof, or costs $21,000 or less.

CONTRACT BONDS:

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

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

Performance Bond in the amount of one hundred percent (100%) of the Contract Sum to insure Owner during construction, and for one year after Completion and during any warranty or guaranty period, against faulty or improper materials or workmanship and to assure Owner of full and prompt performance of the Contract.

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

REQUESTS FOR SUBSTITUTION OF MATERIALS PRIOR TO BIDDING:

The Contractor must ensure that requested substitutions by the Contractor or its subcontractors are submitted to the Owner a minimum of eight (8) calendar days prior to the bid opening for review and possible approval of any equipment or materials thought to be equal to or better than those specified in the drawings or specifications. An addendum may be issued by Owner prior to bid opening, including all equipment and materials deemed equivalent to those specified and approved by the Architect. Requests for substitution shall include comparative spec-data of the specified equipment or material and the proposed substitution as set forth in the Contract Documents; requests without this information will be automatically rejected. Requests for substitution shall be submitted on the Owner's form, which Owner shall provide upon request. Requests for substitution shall conform to the Contract Documents, including but not limited to General Conditions section 3.11.4.3.

PAYMENTS:

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

TAXES:

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

EARLY TERMINATION:

Notwithstanding any provision herein to the contrary, if for any fiscal year of this Contract the governing body of the Owner fails to appropriate or allocate funds for future periodic payments under the Contract after exercising reasonable efforts to do so, the Owner may upon thirty (30) days' notice, order Work on the Contract to cease. The Owner will remain obligated to pay for the Work already performed

but shall not be obligated to pay the balance remaining unpaid beyond the fiscal period for which funds have been appropriated or allocated and for which the Work has not been done.

TIME OF COMPLETION AND LIQUIDATED DAMAGES:

Time of completion date for the project(s) shall be 120 (one hundred twenty) calendar days including mobilization.

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

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 **$1000.00 Dollars per calendar day** for each and every day's delay beyond the time specified as and for liquidated damages; in case the Contractor fails to make such payment, the Owner may deduct the amount thereof from any money due or that may become due the Contractor under the contract. Should such money not be sufficient to cover the agreed liquidated damages, the Owner shall have the right to recover the balance from the Contractor or his sureties.

FINGERPRINT COMPLIANCE

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.

SANCTIONS IN RESPONSE TO RUSSIAN AGGRESSION - __IS OR X IS NOT REQUIRED ON THIS PROJECT

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

NONCOLLUSION DECLARATION

Central Unified School District

Bid 2627-1409 Harvest Elementary School Roof Repairs

The undersigned declares:

I am the _____of _____, the party making the foregoing bid or proposal ("Bid").

The Bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The Bid is genuine and not collusive or sham. The bidder or proposer ("Bidder") has not directly or indirectly induced or solicited any other Bidder to put in a false or sham bid. The Bidder has not directly or indirectly colluded, conspired, connived, or agreed with any Bidder or anyone else to put in a sham Bid, or to refrain from bidding or proposing ("Bidding"). The Bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the Bid price of the Bidder or any other Bidder, or to fix any overhead, profit, or cost element of the Bid price, or of that of any other Bidder. All statements contained in the Bid are true. The Bidder has not, directly, or indirectly, submitted his or her Bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, Bid depository, or to any member or agent thereof to effectuate a collusive or sham Bid, and has not paid, and will not pay, any person or entity for such purpose.

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

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on _____, 2026, at _____ __ [*city*], _____ [*state*].

_____
Signature

_____
Print Name

CONTRACTOR'S CERTIFICATE
REGARDING WORKERS COMPENSATION
TO BE EXECUTED AND SUBMITTED WITH BID

Labor Code Section 3700, in relevant part, provides:

> "Every employer except the state shall secure the payment of compensation in one or more of the following ways:
>
> (a) By being insured against liability to pay compensation in one or more insurers duly authorized to write compensation insurance in this state.
>
> (b) By securing from the Director of Industrial Relations a certificate of consent to self-insure either as an individual employer or as one employer in a group of employers. Said certificate may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his or her employees, … "

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

_____
Name of Contractor

_____
Signature

_____
Print Name

_____
Date

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

CONTRACTOR'S CERTIFICATION OF

NON-USE OF ASBESTOS OR ASBESTOS CONTAINING

PRODUCTS OR MATERIALS

To be Executed and Submitted upon Completion of Project

To: Central Unified School District

Project: Bid 2627-1409 Harvest Elementary School Roof Repairs

I, _____ , declare that I am the party responsible for performing the Work required by the foregoing bid and, by my signature I certify that no asbestos or asbestos- containing products or materials were used in the construction of the above referenced project.

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

CONTRACTOR

_____ _____

Date Signature

_____

Type/Print Name

_____

Name of Company

BID FORM
CENTRAL UNIFIED SCHOOL DISTRICT

Dear Board Members:

The undersigned, doing business under the firm name of _____, hereby proposes and agrees to enter into a contract, with the Central Unified School District ("Owner"), to furnish any and all labor, materials, applicable taxes, equipment, and services for the completion of Work as described hereinafter and in the Contract Documents as

Bid 2627-1409 Harvest Elementary School Roof Repairs
(the "Contract").

Bid Amount (Base Bid):

The undersigned proposes to furnish such labor, materials, applicable taxes, equipment, fees, and services for the amount of:

BASE BID - TOTAL BID PRICE IN WORDS & NUMBERS
_____DOLLARS

($ _____)
ADD OWNERS ALLOWANCE OF $10,000.00 (Ten Thousand Dollars) $10.000.00

TOTAL BID WITH OWNERS ALLOWANCE) - TOTAL BID PRICE IN WORDS & NUMBERS
_____DOLLARS

($ _____)

ROOF DECKING REPLACEMENT / PSF - TOTAL BID PRICE IN WORDS & NUMBERS
_____DOLLARS

($ _____)

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

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

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

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

_____
_____

Our Public Liability and Property Damage Insurance is placed with:

_____

_____

Our Workers' Compensation Insurance is placed with:

_____

_____

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

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

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

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

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

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

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

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

Name of Company as Licensed in California: _____

Business Address: _____

Telephone Number: _____
California Contractor License No.: _____
Class and Expiration Date: _____
Public Works Contractor Registration No.: _____
State of Incorporation, if Applicable: _____

INDIVIDUAL:

_____ Dated: _____, 20__
_____ (*Name*)

PARTNERSHIP:

Evidence of authority to bind partnership is attached.

_____ Dated: _____, 20__
_____ (*Name*)
General Partner

CORPORATION:

Evidence of authority to bind corporation is attached.

_____ Dated: _____, 20__
_____ (*Name*)
_____ (Chairman, Pres., or Vice-Pres.)

_____ Dated: _____, 20__
_____ (*Name*)
_____ (Secretary, Asst. Secretary, CFO, or Asst. Treasurer)

Failure to include bidder's license number, license expiration date and bidder's signature or including false information, will render the bid automatically NON-RESPONSIVE.

DESIGNATION OF SUBCONTRACTORS

In compliance with the Subletting and Subcontracting Fair Practices Act (Public Contract Code section 4100 et seq) and any amendments thereof, each bidder shall set forth below: (a) the name and the location of the place of business of each subcontractor who will perform work or labor or render service to the bidder (prime contractor) in or about the construction of the work or improvement to be performed under this Contract or a subcontractor licensed by the State of California who, under subcontract to the bidder (prime contractor), specially fabricates and installs a portion of the work or improvement according to detailed drawings contained in the plans and specifications in an amount in excess of one-half of one percent of the bidders (prime contractors) total bid and (b) the portion of the work which will be done by each subcontractor. The bidder (prime contractor) shall list only one subcontractor for each such portion as is defined by the bidder (prime contractor) in this bid. In accordance with Public Contract Code 4104, additional information, if requested, other than name, location of business and portion of work for subcontractors may be submitted up to 24 hours alter deadline for receipt of bids.

If a bidder (prime contractor) fails to specify a subcontractor or if a bidder (prime contractor) specifies more than one subcontractor for the same portion of work to be performed under the contract in excess of one-half of one percent of the bidders (prime contractors) total bid, bidder shall be deemed to have agreed that bidder is fully qualified to perform that portion, and that bidder alone shall perform that portion.

No bidder (prime contractor) whose bid is accepted shall (a) substitute any subcontractor, (b) permit any subcontractor to be voluntarily assigned or transferred or allow it to be performed by anyone other than the original subcontractor listed in the original bid, or (c) sublet or subcontract any portion of the work in excess of one-half of one percent of the bidders (prime contractors) total bid as to which the original bid did not designate a subcontractor, except as authorized in the Subletting and Subcontracting Fair Practices Act. Subletting or subcontracting of any portion of the work in excess of one-half of one percent of the bidders (prime contractors) total bid as to which no subcontractor was designated in the original bid shall only be permitted in cases of public emergency or necessity, and only after a finding reduced to writing as a public record of the District awarding this contract setting forth the facts constituting the emergency or necessity.

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

SUBCONTRACTOR INFORMATION

1. **Company Name:** _____

Address: _____ Type of Work: _____

_____ Ph. No.: (___) _____

DIR #: _____ License No. & Exp.: _____

2. **Company Name:** _____

Address: _____ Type of Work: _____

_____ Ph. No.: (___) _____

DIR #: _____ License No. & Exp.: _____

3. **Company Name:** _____

Address: _____ Type of Work: _____

_____ Ph. No.: _(___)_____

DIR #: _____ License No. & Exp.: _____

4. **Company Name:** _____

Address: _____ Type of Work: _____

_____ Ph. No.: _(___)_____

DIR #: _____ License No. & Exp.: _____

5. **Company Name:** _____

Address: _____ Type of Work: _____

_____ Ph. No.: _(___)_____

DIR #: _____ License No. & Exp.: _____

6. **Company Name:** _____

Address: _____ Type of Work: _____

_____ Ph. No.: _(___)_____

DIR #: _____ License No. & Exp.: _____

7. **Company Name:** _____

Address: _____ Type of Work: _____

_____ Ph. No.: _(___)_____

DIR #: _____ License No. & Exp.: _____

8. **Company Name:** _____

Address: _____ Type of Work: _____

_____ Ph. No.: _(___)_____

DIR #: _____ License No. & Exp.: _____

REFERENCES

Bidders must submit a list of at least three (3) clients of similar dollar volume or service level completed within the last 36 months for reference purposes.

CONTRACT DATE	CLIENT NAME	CONTACT PERSON	TELEPHONE NUMBER

NAME OF BIDDER _____

CARB COMPLIANCE DECLARATION

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

Owner: Central Unified School District
Bid 2627-1409 Harvest Elementary School Roof Repairs

Background

CALIFORNIA AIR RESOURCES BOARD ("CARB") https://ww2.arb.ca.gov/

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

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

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

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

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

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

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

Fact Sheet: Added Vehicle Restrictions and Tier Phase-Out Requirements | California Air Resources Board https://ww2.arb.ca.gov/resources/fact-sheets/fact-sheet-added-vehicle-restrictions-and-tier-phase-out-requirements

Declaration

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

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and executed on _____, 2026, at _____ *[city]*, _____ *[state]*.

Date: _____ _____

Signature

Print Name: _____

Print Title: _____

BID BOND

KNOW ALL MEN BY THESE PRESENT, that we, the undersigned _____ _____ as Principal, and _____ as Surety, are hereby held and firmly bound unto the Central Unified School District, hereinafter called the "District" in the sum of _____ Dollars ($_____) for payment of which sum, well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors and assigns.

The condition of the above obligation is such that whereas the Principal has submitted to District a certain bid, attached hereto and hereby made a part hereof, to enter into a contract in writing for the in strict accordance with Contract Documents.

NOW; THEREFORE,

a. If said bid shall be rejected, or, in the alternative,

b. If said bid shall be accepted and the Principal shall execute and deliver a contract in the form of Agreement attached hereto and shall execute and deliver the required insurance certificates, Performance Bond and Payment Bond in the forms attached hereto (all properly completed in accordance with said bid), and shall in all other respects perform the Contract 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 the 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 or the call for bids, or to 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 District and judgment is recovered, the Surety shall pay all litigation expenses incurred by the District in such suit, including reasonable attorney fees to be fixed by the court.

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

In presence of:

(Principal's Seal)

PRINCIPAL

By: _____

Title: _____

Address: _____

_____

Phone No. _____ Fax No. _____

(Surety Seal)

SURETY

By: _____

Title: _____

Address: _____

_____

Phone No. _____ Fax No. _____

Bond Number:

Bond Verification Contact and Number:

PERFORMANCE BOND

Bond Number: _____

KNOW ALL MEN BY THESE PRESENTS that we, _____, as Principal, and _____, as Surety, are held and firmly bound unto the Central Unified School District, in the County of Fresno, State of California, hereinafter called the "Owner," in the sum of _____ Dollars ($_____) for the payment of which sum well and truly made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, to the Owner for the full performance of a certain contract with the Owner, the terms of which are incorporated herein by reference, dated _____, 20___, for construction of

Bid 2627-1409 Harvest Elementary School Roof Repairs
(the "Contract").

The condition of this obligation is such that**,** if the Principal shall well and truly perform and fulfill all the undertakings, covenants, terms, conditions, and agreements of said Contract during the original term of said Contract and any extensions thereof that may be granted by the Owner, with or without notice to the Surety, and for the period of time specified in the Contract after completion for correction of faulty or improper materials and workmanship and during the life of any guaranty or warranty required under the Contract, and shall also well and truly perform and fulfill all the undertakings, covenants, terms, conditions and agreement of any and all duly authorized modifications of said Contract that may hereafter be made, then this obligation is to be void, otherwise to remain in full force and virtue.

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

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

IN WITNESS WHEREOF, the above-bounden parties have executed this instrument under their several seals this _____ day of _____, 2026,
hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

(To be signed by)
(Principal and Surety,)

(and acknowledged and)
(Notarial Seal attached)

(Affix Corporate Seal)

_____
(Individual Principal)

_____
(Business Address)

(Affix Corporate Seal)

_____
(Corporate Principal)

_____
(Business Address)

(Affix Corporate Seal)

_____
(Corporate Surety)

_____
(Business Address)

_____

By:_____

_____

The rate of premium on this bond is _____ per thousand.

The total amount of premium charged is _____.

The above must be filled in by Corporate Surety.

PAYMENT BOND
(Labor and Material)

Bond Number: _____

KNOW ALL MEN BY THESE PRESENTS:

That WHEREAS, the Central Unified School District (the "Owner" of the public works contract described below) and _____, hereinafter designated as the "Principal," have entered into a Contract for the furnishing of all materials and labor, services, and transportation, necessary, convenient, and proper to construct

Bid 2627-1409 Harvest Elementary School Roof Repairs
(the "Contract").

which said agreement dated _____, 2026, and all of the Contract Documents are hereby referred to and made a part hereof.

and

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

NOW, THEREFORE, THESE PRESENTS WITNESSETH:

That the said Principal and the undersigned _____ ("Surety") are held and firmly bound unto all laborers, material men, and other persons, and bound for all amounts due, referred to in Civil Code section 9554, subdivision (b), in the sum of _____ Dollars ($_____) which sum well and truly be made, we bind ourselves, our heirs, executors, administrators, successors, or assigns, jointly and severally, by these presents.

The condition of this obligation is that if the said Principal or any of its subcontractors, or the heirs, executors, administrators, successors, or assigns of any, all, or either of them, shall fail to pay any of the persons named in Civil Code section 9100, or any of the amounts due, as specified in Civil Code section 9554, subdivision (b), that said Surety will pay the same in an amount not exceeding the amount hereinabove set forth, and also in case suit is brought upon this bond, will pay costs and reasonable attorney's fees to be awarded and fixed by the Court, and to be taxed as costs and to be included in the judgment therein rendered.

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

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

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

AS WITNESS, we have affixed our signatures and seals this _____ day of _____.

(Principal's Seal)

PRINCIPAL

By: _____

Title: _____

Address: _____

_____

Phone No. _____ Fax No. _____

(Surety Seal)

SURETY

By: _____

Title: _____

Address: _____

_____

Phone No. _____ Fax No. _____

_____

_____

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

AGREEMENT BETWEEN OWNER AND CONTRACTOR

This Agreement effective _____, 20____, by and between Central Unified School District**,** located in Fresno, California, hereinafter called the "Owner" or the "District" and _____ hereinafter called the "Contractor."

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

ARTICLE I. SCOPE OF WORK. The Contractor agrees to furnish all labor, equipment and materials, including tools, implements, and appliances required, and to perform all the work in a good and workmanlike manner, free from any and all liens and claims from mechanics, material suppliers, subcontractors, artisans, machinists, teamsters, freight carriers, and laborers required for:

Bid 2627-1409 Harvest Elementary School Roof Repairs (the "Contract")

all in strict compliance with the plans, drawings and specifications therefore prepared **by The Garland Company Inc., and incorporated into the Contract Documents.**

ARTICLE II. CONTRACT DOCUMENTS.

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

ARTICLE III. TIME TO COMPLETE AND LIQUIDATED DAMAGES.

Time is of the essence in this Contract, and the time of Completion for the Work ("the Contract Time") shall be 120 (one hundred twenty) calendar days including mobilization.

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

administration and supervision, third party claims, and the incalculable inconvenience and loss suffered by the public.

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

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

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

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

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

If liquidated damages accrue as described above, the Owner, in addition to all other remedies provided by law, shall have the right to assess the liquidated damages at any time, and to withhold liquidated damages (and any interest thereon) at any time from any and all retention or progress payments, which would otherwise be or become due the Contractor. In addition, if it is reasonably apparent to the Owner before liquidated damages begin to accrue that they will accrue, Owner may assess and withhold, from retention or progress payments, the estimated amount of liquidated damages that will accrue in the future. If the retained percentage or withheld progress payments are not sufficient to discharge all liabilities of the Contractor incurred under this Article, the Contractor and its sureties shall continue to remain liable to the Owner until all such liabilities are satisfied in full.

If Owner accepts any work or makes any payment under the Contract Documents after a default by reason of delays, the payment or payments shall in no respect constitute a waiver or

modification of any provision in the Contract Documents regarding time of Completion, milestone deadlines, or liquidated damages.

ARTICLE IV. PAYMENT AND RETENTION.

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

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

ARTICLE V. CHANGES.

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

ARTICLE VI. TERMINATION.

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

ARTICLE VII. PREVAILING WAGES.

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

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

The Contractor and each Subcontractor shall keep or cause to be kept an accurate record for Work on this Contract and Project showing the names, addresses, social security numbers, work classification, straight time and overtime hours worked and occupations of all laborers, workers and mechanics employed by them in connection with the performance of this Contract or any subcontract thereunder, and showing also the actual per diem wage paid to each of such workers, which records shall be open at all reasonable hours to inspection by the Owner, its officers and agents and to the representatives of the Division of Labor Standards Enforcement of the State Department of Industrial Relations. The Contractor and each subcontractor shall furnish a certified copy of all payroll records directly to the Labor Commissioner as required by DIR.

Public works projects shall be subject to compliance monitoring and enforcement by the Department of Industrial Relations. For all projects over Twenty-Five Thousand Dollars ($25,000), a contractor or subcontractor shall not be qualified to submit a bid or to be listed in a bid proposal subject to the requirements of Public Contract Code section 4104 unless currently registered and qualified under Labor Code section 1725.5 to perform public work as defined by

Division 2, Part 7, Chapter 1 (§§1720 et seq.) of the Labor Code. For all projects over Twenty-Five Thousand Dollars ($25,000), a contractor or subcontractor shall not be qualified to enter into, or engage in the performance of, any contract of public work (as defined by Division 2, Part 7, Chapter 1 (§§1720 et seq.) of the Labor Code) unless currently registered and qualified under Labor Code section 1725.5 to perform public work.

ARTICLE VIII. WORKING HOURS.

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

ARTICLE IX. APPRENTICES.

The Contractor agrees to comply with Chapter 1, Part 7, Division 2, Sections 1777.5 and 1777.6 of the California Labor Code, which are hereby incorporated and made a part hereof. These sections require that contractors and subcontractors employ apprentices in apprenticeable occupations in a ratio of not less than one hour of apprentice's work for each five hours of work performed by a journeyman (unless an exemption is granted in accordance with Section 1777.5) and that contractors and subcontractors shall not discriminate among otherwise qualified employees as indentured apprentices on any public works solely on the ground of sex, race, religious creed, national origin, ancestry or color. Only apprentices as defined in Labor Code Section 3077, who are in training under apprenticeship standards and who have signed written apprentice agreements, will be employed on public works in apprenticeable occupations. The responsibility for compliance with these provisions is fixed with the Contractor for all apprenticeable occupations.

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

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

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

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

Contractor shall provide the insurance set forth in the General Conditions. The amount of general liability insurance shall be $2,000,000 , per occurrence for bodily injury, personal injury and property damage and the amount of automobile liability insurance shall be $4,000,000 per accident for bodily injury and property damage combined single limit.

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

ARTICLE XIII. EXECUTION OF OTHER DOCUMENTS. The parties to this Agreement shall cooperate fully in the execution of any and all other documents and in the

completion of any additional ac ions that may be necessary or appropriate to give full force and effect to the terms and intent of the Contract.

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

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

ARTICLE XVI. SEVERABILITY; GOVERNING LAW; CHOICE OF FORUM. If any provision of the Contract shall be held invalid or unenforceable by a court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof. The Contract shall be governed by the laws of the State of California. Any action or proceeding seeking any relief under or with respect to this Agreement shall be brought solely in the Superior Court of the State of California for the County of Fresno, subject to transfer of venue under applicable State law.

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

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

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

(CONTRACTOR)	**(OWNER)**
_____	_____
SIGNED BY (Contractor)	SIGNED BY (OWNER)
_____	_____
PRINTED NAME	PRINTED NAME
_____	_____
TITLE	TITLE
_____	_____
DATE	DATE

_____
CALIFORNIA CONTRACTOR'S
LICENSE NO.

_____
LICENSE EXPIRATION DATE

_____
DIR REGISTRATION NO.

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

DRUGFREE WORKPLACE CERTIFICATION

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

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

a) publishing a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited in the person's or organization's workplace and specifying actions which will be taken against employees for violations of the prohibition;

b) establishing a drug-free awareness program to inform employees about all of the following:

1) the dangers of drug abuse in the workplace;
2) the person's or organization's policy of maintaining a drug-free workplace;
3) the availability of drug counseling, rehabilitation and employee-assistance programs;
4) the penalties that may be imposed upon employees for drug abuse violations;

c) requiring that each employee engaged in the performance of the contract be given a copy of the statement required by subdivision (a) and that, as a condition of employment on the contract, the employee agrees to abide by the terms of the statement.

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

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

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

_____
Name of Firm

_____
Signature

_____
Print Name

_____
Title

_____
Date

FINGERPRINTING NOTICE AND ACKNOWLEDGMENT

(Education Code Section 45125.2(a))

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

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

1. If the Owner determines your employee(s) will have more than limited contact with students, then you must take one or more of the following steps:

   a. Install a physical barrier at the worksite to limit contact with pupils.

   b. Have an employee, who the Department of Justice has ascertained has not been convicted of a violent or serious felony, continually monitor and supervise employees. The entity shall verify in the Independent Contractor Student Contact Form to the Owner that the employee charged with monitoring and supervising its employees has no such convictions. (See attached.)

   c. Arrange, with Owner's approval, for surveillance by Owner's personnel.

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

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

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

Dated: _____ _____

Name

_____ _____

Signature Title

ATTACHMENT

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

(1) Murder or voluntary manslaughter.

(2) Mayhem.

(3) Rape as defined in paragraph (2) or (6) of subdivision (a) of Section 261 or paragraph (1) or (4) of subdivision (a) of Section 262.

(4) Sodomy as defined in subdivision (c) or (d) of Section 286.

(5) Oral copulation as defined in subdivision (c) or (d) of Section 288a.

(6) Lewd or lascivious act as defined in subdivision (a) or (b) of Section 288.

(7) Any felony punishable by death or imprisonment in the state prison for life.

(8) Any felony in which the defendant inflicts great bodily injury on any person other than an accomplice which has been charged and proved as provided for in Section 12022.7, 12022.8, or 12022.9 on or after July 1, 1977, or as specified prior to July 1, 1977, in Sections 213, 264, and 461, or any felony in which the defendant uses a firearm which use has been charged and proved as provided in subdivision (a) of Section 12022.3, or Section 12022.5 or 12022.55.

(9) Any robbery.

(10) Arson, in violation of subdivision (a) or (b) of Section 451.

(11) Sexual penetration as defined in subdivision (a) or (j) of Section 289.

(12) Attempted murder.

(13) A violation of Section 18745, 18750, or 18755.

(14) Kidnapping.

(15) Assault with the intent to commit a specified felony, in violation of Section 220.

(16) Continuous sexual abuse of a child, in violation of Section 288.5.

(17) Carjacking, as defined in subdivision (a) of Section 215.

(18) Rape, spousal rape, or sexual penetration, in concert, in violation of Section 264.1.

(19) Extortion, as defined in Section 518, which would constitute a felony violation of Section 186.22 of the Penal Code.

(20) Threats to victims or witnesses, as defined in Section 136.1, which would constitute a felony violation of Section 186.22 of the Penal Code.

(21) Any burglary of the first degree, as defined in subdivision (a) of Section 460, wherein it is charged and proved that another person, other than an accomplice, was present in the residence during the commission of the burglary.

(22) Any violation of Section 12022.53.

(23) A violation of subdivision (b) or (c) of Section 11418.

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

(1) Murder or voluntary manslaughter; (2) Mayhem; (3) Rape; (4) Sodomy by force, violence, duress, menace, threat of great bodily injury, or fear of immediate and unlawful bodily injury on the victim or another person; (5) Oral copulation by force, violence, duress, menace, threat of great bodily injury, or fear of immediate and unlawful bodily injury on the victim or another person; (6) Lewd or lascivious act on a child under the age of 14 years; (7) Any felony punishable by death or imprisonment in the state prison for life; (8) Any felony in which the defendant personally inflicts great bodily injury on any person, other than an

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

CRIMINAL BACKGROUND
INVESTIGATION/FINGERPRINTING CERTIFICATION

PROJECT: **Bid 2627-1409 Harvest Elementary School Roof Repairs** between the Central Unified School District ("District") and _____ ("Contractor" or "Bidder")

The undersigned does hereby certify to the Governing Board of the District as follows:

That I am a representative of the Contractor currently under contract ("Contract") with the District, that I am familiar with the facts herein certified, and am authorized and qualified to execute this certificate on behalf of the contractor.

Contractor certifies that is has taken at least one of the following actions with respect to the construction Project that is the subject of the Contract (check all that apply):

_____ The contractor has complied with the fingerprinting required of Education Code Section 45125.1 with respect to all Contractor's employees and all of its subcontractors' employees who may have contact with District pupils in the course of providing services pursuant to the Contract, and the California Department of Justine has determined that none of those employees has been convicted of a felony, as that term is defined in Education Code Section 45125.1. A complete and accurate list of Contractor's employees and of all of its subcontractors' employees who may come in contact with District pupils during the course and scope of the Contract is attached hereto; and/or

_____ Pursuant to Education Code Section 45125.2, Contractor has installed or will install, prior to commencement of Work, a physical barrier at the Work Site, that will limit contact between Contractor's employees and District pupils at all times; and/or

_____ Pursuant to Education Code Section 45125.2, Contractor certifies that all employees will be under the continual supervision of, and monitored by, an employee of the Contractor who the California Department of Justice has ascertained has not been convicted of a violent or serious felony. The name and title of the employee who will be supervising Contractor's employees and its subcontractors' employees is

Name:_____

Title: _____

_____ The work on the Contract is at an unoccupied school site and no employee and/or subcontractor or supplier of any tier of Contract shall come in contact with District pupils.

Contractor's responsibility for background clearance extends to all of its employees, Subcontractors, and employees of Subcontractors coming into contact with District pupils regardless of whether they are designated as employees or acting as independent contractors of the Contractor.

ROOF PROJECT CERTIFICATION

(Public Contract Code §3006(a) and (b))

Owner: Central Unified School District

Contract: _____ Contract

Project] **Bid 2627-1409 Harvest Elementary School Roof Repairs**

I, _____ [*name*], _____ [*name of employer*], certify that I have not offered, given , or agreed to give, received, accepted, or agreed to accept, any gift, contribution, or any financial incentive whatsoever to or from any person in connection with the roof project contract. As used in this certification, "person" means any natural person, business, partnership, corporation, union, committee, club, or other organization, entity, or group of individuals. Furthermore, I, _____ [*name*], _____ [*name of employer*], certify that I do not have, and throughout the duration of the contract, I will not have, any financial relationship in connection with the performance of this contract with any architect, engineer, roofing, consultant, materials manufacturer, distributor, or vendor that is not disclosed below.

I, _____ [*name*], _____ [*name of employer*], have the following financial relationships, with an architect, engineer, roofing consultant, materials manufacturer, distributor, or vendor, or other person in connection with the following roof project contract:

_____

[*name and address of building, contract date and number*]

_____

[*name and address of building, contract date and number*]

_____

[*name and address of building, contract date and number*]

_____

[*name and address of building, contract date and number*]

I certify that to the best of my knowledge, the contents of this disclosure are true, or are believed to be true.

_____ Signature _____ Date

_____ Print Name

_____Print Name of Employer

PROJECT SPECIFICATIONS

ISSUED AS SEPARATE DOCUMENT

GENERAL CONDITIONS

for

CONTRACT OF CONSTRUCTION

For Bid Package for Bid 2627-1409 Harvest Elementary School Roof Repairs

CENTRAL UNIFIED SCHOOL DISTRICT

GENERAL CONDITIONS PROVIDED AS SEPARATE DOCUMENT