NOTICE TO BIDDERS

Notice is hereby given that the Oakdale Joint Unified School District (hereinafter referred to as "Owner") will receive sealed bids prior to the date and time stated for the bid opening for the award of a contract to construct the Oakdale High School Baseball and Softball Field Renovations, Project #270886-012 (the "Contract").

The Owner reserves the right to add or deduct any of the additive or deductive items in the Bid Form after the lowest responsible and responsive bidder is determined. The lowest bid shall be determined on the amount of the base bid.

This Contract is subject to prequalification. See Instructions to Bidders for details.

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 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 on request.

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 and proof of registration is provided.

For all projects over Twenty-Five Thousand Dollars ($25,000), the bidder shall state the public works contractor registration number on the Designation of Subcontractors form for each subcontractor performing more than one-half of one percent (0.5%) of the bidder's total bid.

The deadline for Completion is October 30, 2026. See Article III of the Agreement for details.

Bids must be sealed and filed with the front desk receptionist at the Oakdale Joint Unified School District Office, 168 South 3rd Ave., Oakdale, California 95361, no later than **12:00 pm on September 4, 2026** on the clock designated by the Owner or its representative as the bid clock. No bid will be accepted by the Owner after this time. Facsimile (FAX) copies of the bid will not be accepted. Bids may be opened immediately after the above deadline for submittal, or at a later time, within the Owner's discretion.

Mandatory pre-bid Job Walk will be held on August 26, 2026, at 10:00 am., initially meeting at the front entrance of Oakdale High School, 739 West G Street, Oakdale, CA 95361. Bidders not attending the Job Walk will be disqualified.

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, as detailed in the Contract Documents.

Pursuant to the Contract Documents, 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 Sum, and a Faithful Performance Bond in the amount of one hundred percent (100%) of the Contract Sum.

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 Agreement Between Owner and Contractor and 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 bidder shall have a Class "B" license at the time of award and shall maintain that license in good standing through Completion of the Contract and all applicable warranty periods.

Advertisement (Public Contract Code §22034(a)):

Date of Mail, Fax, E-Mail to Trade Journals, or E-Mail to Contractors on List:
August 20, 2026

By: Todd Daily
Its: Director of Maintenance and Operations

INSTRUCTIONS TO BIDDERS

The Oakdale High School Baseball and Softball Fields Renovations, Project # #270886-012.
Contract for the
Oakdale Joint Unified School District

SECURING DOCUMENTS:

The Contract Documents, including the Drawings and Specifications, are available at the Oakdale Joint Unified School District Office, 168 South 3rd Ave, Oakdale CA 95361 and at *https://www.ojusd.org/district/facilities*.

PREQUALIFICATION:

This Contract is subject to prequalification, which applies to contractors with the following licenses: Prime contractors with either an A or B license; and Contractors with a C-4, C-7, C-10, C- 16, C-20, C-34, C-36, C-38, C-42, C-43, or C-46 license, regardless of whether they are a prime contractor or subcontractor. If a bidder is not prequalified to bid on the Contract at least five (5) business days before the bid deadline and at the bid deadline, Owner will not accept the bid. Any subcontractors listed by a bidder for Work requiring one of the above "C" licenses must be prequalified at least five (5) business days before the bid deadline and at the bid deadline, or Owner will not accept the bid. The application for prequalification must be submitted through "Quality Bidders at "**https://www.qualitybidders.com/**. by August 28, 2026. If a contractor is currently prequalified by the District in an amount sufficient for this contract, and such prequalification will not expire prior the bid deadline for this contract, then the contractor will not have to submit a new prequalification application.

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. The bidder may meet this requirement by submitting a printout of its registration information from the Department of Industrial Relations (DIR) website.

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

PRE-BID CONFERENCES, SITE VISITS, OR MEETINGS

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

BUILDER'S RISK COVERAGE:

For the purpose of builder's risk coverage (see General Conditions Article 11), the project is not being solely funded by revenue bonds.

No project labor agreement applies to this contract.

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

BIDS:

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

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

2. No bid will be considered which makes exceptions, changes, or in any manner makes reservations to the terms of the drawings or specifications. 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 Director of Maintenance, Operations, and Facilities, Todd Daily, at "Tdaily@ojusd.org" who will send written instructions clarifying such questions to each bidder. Oral responses will not be binding on the Owner or Architect or any Construction Manager.

4. Signatures:

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

   B. The signatures on the Bid Form and other bid documents must be original longhand signatures in permanent blue ink. Any other type of signature, including an electronic signature, will not be accepted.

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

   A. The name and location of the place of business, the California contractor license number, and (for all projects over Twenty-Five Thousand Dollars ($25,000)) the public works contractor registration number, of each subcontractor who will perform work or labor or render service to the bidder in or about the construction of the work or improvement, or a subcontractor licensed by the State of California who, under subcontract to the bidder, specially fabricates and installs a portion of the Work or improvement according to detailed drawings contained in the plans and specifications, in an amount in excess of one-half (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 in the form provided by the Owner, and 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.

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

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

13. No responses to a Contractor Questionnaire are required to be submitted with a bid on this Contract.

14. To summarize, each bid for the Contract must include the following documents:
    A. Bid form, including proof of signers' authority.
    B. Bid security.
    C. Designation of Subcontractors.
    D. Noncollusion Declaration.
    E. Fingerprinting Notice and Acknowledgement.
    F. Workers' Compensation Certification.
    G. Drug Free Workplace Declaration

WITHDRAWAL OF BIDS:

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

A successful bidder shall not be relieved of the bid unless by consent of the Owner or bidder's recourse to Public Contract Code §5100 et seq.

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

OPENING OF BIDS:

Opening of bids in public shall be at Owner's discretion, as set forth in the Notice to Bidders.

EXAMINATION OF CONTRACT DOCUMENTS AND SITE:

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

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

BID PROTESTS:

All bid protests must comply with the following, or they shall be rejected as invalid:

1. The protest shall be in writing;
2. The protest shall be filed and received no later than 4:00 p.m. on the fourth (4th) business day after the deadline for submittal of the bids;
3. The protest shall set forth in detail all grounds for the protest, including all facts, supporting documentation, legal authorities and arguments in support of the bid protest;
4. Before the bid protest deadline, the protesting party shall transmit the complete bid protest, including all documentation, to all other parties having a potential interest that may be adversely affected by the outcome of the protest, including but not limited to all other bidders who may have a reasonable prospect of losing or obtaining an award of the Contract depending on the outcome of the protest; and
5. All factual contentions must be supported by competent, admissible and credible evidence.

The procedures and time limits set forth in this section for bid protests are strictly construed and are protesting party's sole and exclusive remedy in the event of a bid protest. Protesting party's failure to strictly comply with these procedures and time limits shall constitute a waiver of any right to further pursue the bid protest, including but not limited to the presentation of a Government Code claim or legal proceedings. Any matter not set forth in the protest, including any ground for the protest or any evidence supporting a ground for the protest, shall be deemed waived.

A protesting party may not rely on the bid protest submitted by another protesting party, but must timely pursue its own bid protest.

Owner shall review a bid protest that was not rejected for failing to comply with the above procedures. Any final decision on such a bid protest shall be made by the Governing Board.

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. 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 Five (5) 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. An addendum may be issued by Owner prior to bid opening, including all equipment and materials deemed equivalent to those specified and approved by the Architect. Requests for substitution shall include comparative spec-data of the specified equipment or material and the proposed substitution as set forth in the Contract Documents; requests without this information will be automatically rejected. Requests for substitution shall be submitted on the Owner's form, which Owner shall provide upon request. Requests for substitution shall conform to the Contract Documents, including but not limited to General Conditions section 3.11.4.3.

PAYMENTS:

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

TAXES:

The Owner is generally exempt from payment of Federal Excise Tax on materials. The Owner will furnish exemption certificates to the Contractor to be used to obtain materials

ordinarily subject to Federal Excise Tax without payment of the tax. Bidder shall deduct Federal Excise Taxes from their bid prices before submitting bids, so that such taxes will not be included in the Contract Sum.

EARLY TERMINATION:

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

TIME OF COMPLETION AND LIQUIDATED DAMAGES:

The Contract Time shall be Forty Five (45) calendar days. See Article III of the Agreement for details.

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

COVID-19:

During the Work, the Contractor shall ensure that all Work, including but not limited to Work performed by Subcontractors, is performed in compliance with all applicable legal, contractual, and local government requirements related to public health emergencies, including "social distancing," masks, and hygiene as may be ordered by the State or local authorities and as may be directed in the Contract Documents. Each bidder must include in its bid all costs related to these requirements in effect at the time of bidding. If additional requirements are imposed after the bid and the Contractor believes that it is entitled to additional time or money, it must timely submit proper requests pursuant to the Contract Documents.

AGREEMENT BETWEEN OWNER AND CONTRACTOR

This Agreement, effective September _____, 2026, is by and between the Oakdale Joint Unified School District, in Stanislaus County, California, hereinafter called the "Owner," and_____ hereinafter called the "Contractor."

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

ARTICLE I. SCOPE OF WORK.

Contractor agrees to prepare the plans and specifications for the District's Oakdale High School Softball Fields Renovation Project ("Project"), utilizing the services of a licensed design professional and such engineers ("Design Professionals") as may be necessary. The Plans and Specifications shall meet all the requirements of the Scope of Work, prepared by the Oakdale Joint Unified School District ("Owner"), attached hereto and incorporated herein as Exhibit A. If the approval of the Division of State Architect ("DSA") is necessary for any portion of the Project, Contractor shall obtain such approval as part of the Scope of Work. All design services performed by the Contractor, and if necessary, its Design Professionals, under and required for this Agreement shall be performed (a) in compliance with this Agreement, and (b) in a manner consistent with the level of care and skill ordinary exercised by Design Professionals in the same discipline on similar projects in California with similar complexity. All design services shall be conducted in conformance to and compliance with all applicable Federal, State and local laws, including but not limited to the building or other codes. Contractor and its Design Professionals shall be responsible for the completeness and accuracy of any drawings, renderings, and specifications as may be required pursuant to the Scope of Work.

Contractor agrees to utilize plans and specifications as provided for Oakdale High School's Varsity Baseball Field, and meet all requirements of the Scope of Work prepared by the District attached hereto and incorporated herein as Exhibit B.

The Contractor also agrees to furnish all labor, equipment and materials, including tools, implements, and appliances required, and to perform all the work required, by the Contract (the "Work") in a good and workmanlike manner, free from any and all liens and claims from mechanics, material suppliers, subcontractors, artisans, machinists, teamsters, freight carriers, and laborers, and all in strict compliance with the plans, drawings and specifications therefore prepared by the District for the Varsity Baseball Field, and the Contractor and its Design Professionals for the Softball Fields Project.

The Contract as awarded includes the base scope of work only.

During the Work, the Contractor shall ensure that all Work, including but not

limited to Work performed by Subcontractors, is performed in compliance with all applicable legal, contractual, and local government requirements related to public health emergencies as may be ordered by the State or local authorities and as may be directed in the Contract Documents.

ARTICLE II. CONTRACT DOCUMENTS; OWNERSHIP OF 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." Parties acknowledge and agree that due to the nature of the Work, no Architect has been retained by the District. Any terms in the Contract Documents (as defined in Article II of this Agreement) that refer to the Architect, shall be replaced with Owner or Owner's Representative.

All designs, plans, specifications, drawings, estimates or works of authorship fixed in any tangible medium of expression prepared by the Contractor and if necessary, its Design Professionals under this Agreement ("Works of Authorship") shall be and shall remain the property of the District for all purposes. This Agreement creates a non-exclusive and perpetual license for the District to copy, use, modify, reuse or sublicense any and all Works of Authorship. If the District reuses such work and retains another certified design professional for reuse, the District shall indemnify and hold harmless the Contractor and its Design Professionals from and against any claims, damages, losses, and expenses, including attorney's fees, arising out of or resulting from, in whole or in part, the reuse to the extent required by Education Code section 17316.

ARTICLE III. TIME TO COMPLETE AND LIQUIDATED DAMAGES.

Time is of the essence in this Contract. The Contractor shall commence the Work (including mobilization) on or after September 15, 2026, and shall Complete the Work on or before October 30, 2026. (this period of time being the "Contract Time)

Failure to Complete the Work within the Contract Time and in the manner provided for by the Contract Documents 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 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 $250 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.

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 $ $250 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

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.

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.

This Project is not subject to the requirements of the Division of State Architect Construction 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 throughout performance of the Contract. Contractor's comprehensive general and automobile liability insurance shall be written for not less than the following limits of liability:

Comprehensive General Liability

Each Occurrence:
$2,000,000 Each Occurrence

General Aggregate:
$4,000,000 Aggregate

Comprehensive Automobile Liability

Combined Single Limit:
$1,000,000 Each Accident

Workers' Compensation

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

Employers' Liability

$1,000,000 Each Accident

ARTICLE XII. ENTIRE AGREEMENT.

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

ARTICLE XIII. EXECUTION OF OTHER DOCUMENTS.

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

ARTICLE XIV. EXECUTION IN COUNTERPARTS.

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

ARTICLE XV. BINDING EFFECT.

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

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

If any provision of the Contract shall be held invalid or unenforceable by a court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof. The Contract shall be governed by the laws of the State of California. Any action or proceeding seeking any relief under or with respect to this Agreement shall be brought solely in the Superior Court of the State of California for the

County of Stanislaus, subject to transfer of venue under applicable State law, provided that nothing in this Agreement shall constitute a waiver of immunity to suit by Owner.

ARTICLE XVII. AMENDMENTS.

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

ARTICLE XVIII. ASSIGNMENT OF CONTRACT.

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

ARTICLE XIX. WRITTEN NOTICE.

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

(*CONTRACTOR*)

_____
(Signature)

_____
(*Name*)

_____
(Chairman, Pres., or Vice-Pres.)

_____
(Signature)

_____
(*Name*)

_____
(Secretary, Asst. Secretary, CFO, or Asst. Treasurer)

_____
CALIFORNIA CONTRACTOR'S LICENSE NO.

_____
LICENSE EXPIRATION DATE

OAKDALE JOINT UNIFIED SCHOOL DISTRICT

_____
(Signature)

_____
(*Name*)

_____
(*Title*)

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.

Exhibit A

"Scope of Work- JV and Varsity Softball Fields"

EXHIBIT A

SCOPE OF WORK

OHS Softball Varsity and JV Field Renovation

1. **Temporary Facilities, Site Organization and Safety:**
   a. Provide all clean up receptacles for all trades including, but not limited to, removed organic and soil materials, washouts, refuge, and any debris from construction to be placed in proper receptacles.
   b. All debris from construction to be placed in proper receptacles.
   c. Block off designated work area using cones, barricades and caution tape to prohibit unauthorized personnel from the work area.
   d. Backfill or cover open trenches at the end of each day for safety reasons.

2. **Staking:**

   General Contractor and Foundation contractor shall be responsible for layout and staking to ensure the fields dimensions, orientation, and bases are set in the correct location and in line with the proper field of play boundaries.

3. **Grading:**
   Regrade infield as level as possible with adequate and proper drainage slope to prevent any puddling.
   a. Provide a smooth and even transition from the infield to the outfield. (Eliminating the current lip). Replace outfield turf removal with sod as needed.

4. **Infield Replacement:**
   a. Reset bases, home plate and pitcher's rubber per CIF specs. Consult with OJUSD staff prior to final install.
   b. Reinforce infield material, with 60/40 blend as needed. (some material may need to be removed from the varsity field)

5. **Irrigation Replacement:**
   a. The contractor shall design, provide, and install replacement sprinklers, correct irrigation pipes as needed, including the repositioning of lines and sprinkler locations, spray patterns, sprinkler adjustments that provides even and complete coverage of irrigation water for turn maintenance and to water down dirt infield.
   b. Sprinklers to be automated. Valves to be hard wired connections to programmable timing zones of the existing timer system, including the installation of a remote control valve to comply with the existing system.

Exhibit B

"Scope of Work- Varsity Baseball Field"

EXHIBIT B

SCOPE OF WORK- OHS Varsity Baseball Field Renovation

1. **OHS Varsity Baseball Field ONLY.** Exclude any scope of work and engineered plans referenced or relevant to the JV Baseball Field. JV Baseball Field Out of Scope.

2. Temporary Facilities, Site Organization and Safety
    a. Provide all clean up receptacles for all trades including, but not limited to, removed organic and soil material, washouts, refuge, and any debris throughout construction.
    b. All debris from construction to be placed in the proper receptacle.
    c. Block off designated work area using cones, barricades and caution tape to prohibit unauthorized personnel from the work area.
    d. Backfill or cover open trenches at the end of each day

3. Staking:
    a. General Contractor and Foundational Contractor shall be responsible for layout and staking to ensure the field is set in the correct location and in line with current field play boundaries, provided per the plans.

4. Regrade infield providing slope per plan & a smooth and even transition from infield to outfield.
    a. Remove all existing turf, including the infield skirt, infield, and approximately 3 feet of turf at the lip of the infield/outfield transition.
    b. Reestablish the pitching mound per plans and regulation for proper height from Home Plate. Confirm height with the District.
    c. Replace/ Sod skirt turf (between baseline and dugout) level with home place artificial turf "HALO" and provide proper slope and drainage per plan.

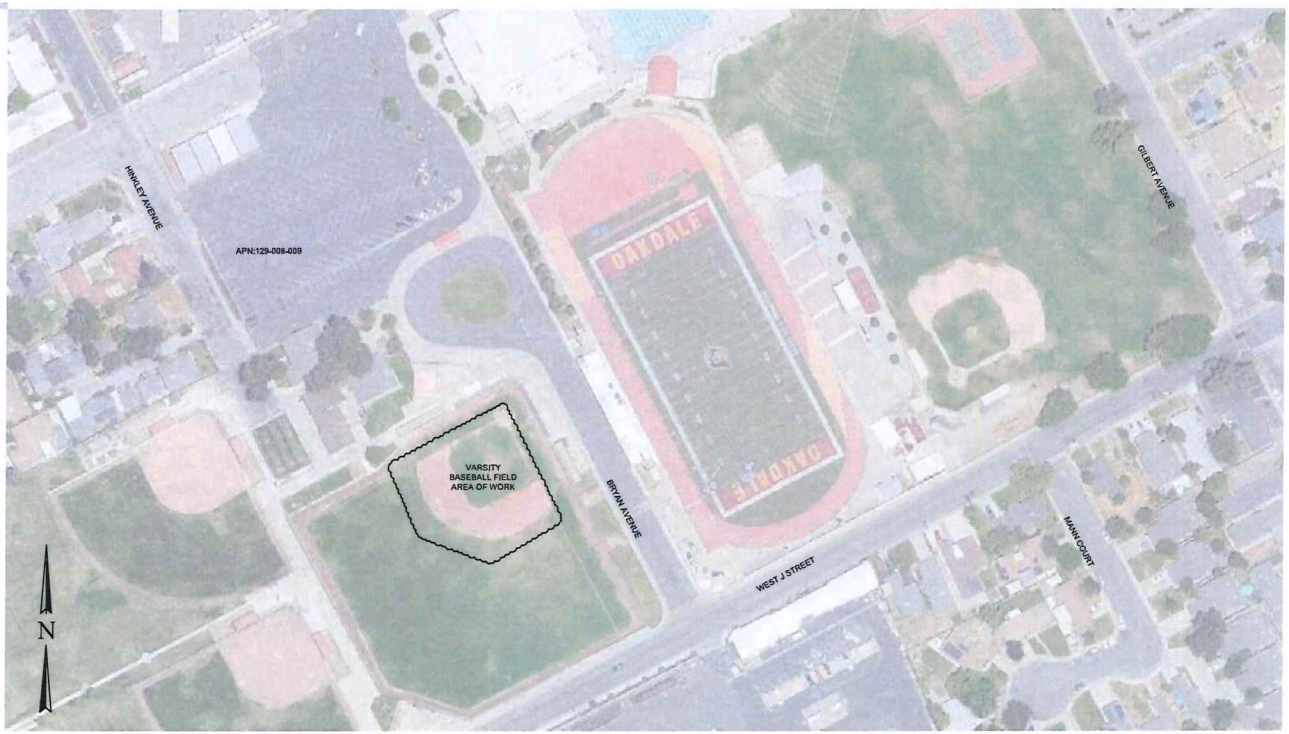
5. Infield Replacement:
    a. Replace removed infield turf, and removed perimeter turf, with sod, hybrid Bermuda, and dimensions as provided in plans, or as designated by the District.
    b. Provide for proper drainage. Grading of slopes per plan to allow for water shed while maintaining as level field as possible without puddling.
    c. Reinstall home plate, pitchers' mound, base pegs and baseline orientations to CIF specs. Consult with OJUSD staff prior to final install.
    d. Provide and install 60/40 infield blend as necessary per plan to create a membrane for the dirt portion of the infield.

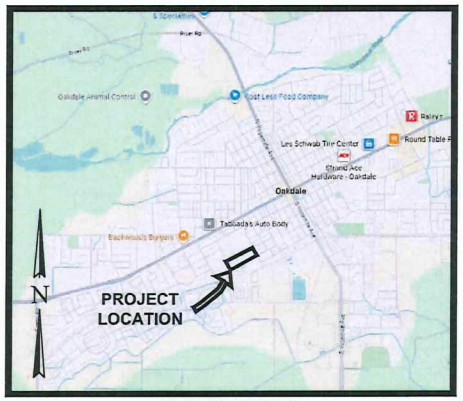
6. Irrigation Rectification:
    a. The contractor shall provide and install replacement sprinklers, correct irrigation pipes as needed, including the repositioning of lines and sprinkler locations, spray patterns, sprinkler adjustments that provides even and complete coverage of irrigation water for turn maintenance and to water down infield dirt base paths.

    b. Sprinklers to be automated and hard wired connections to programmable timing zones of the existing timer system.

OAKDALE HIGH SCHOOL BASEBALL FIELD RECONSTRUCTION

STANISLAUS COUNTY, CALIFORNIA





VICINITY MAP
NO SCALE

LEGEND

EXISTING

- EX CONTOUR
- EX INDEX CONTOUR
- x 123.45 EX SPOT ELEVATION
- TREE (UNKNOWN TYPE)
- EX LOT LINE
- EX EASMENT LINE
- EX ROW LINE
- EX BOUNDARY LINE
- EX POWER POLE
- EX CATCH BASIN
- EX CONCRETE
- EX TURF

PROPOSED

- CLEAR GRUB AND GRADE
- PROPOSED SOD
- INFIELD DIRT MIX

CONTACTS

OWNER
OAKDALE JOINT UNIFIED SCHOOL DISTRICT

CONTACT: LARRY MENDONCA
168 3RD AVENUE
OAKDALE, CA 95361

EMAIL: LMENDONCA@OJUSD.ORG

CIVIL ENGINEER
WESTERN ENGINEERING & DEVELOPMENT

CONTACT: JACOB HARVEY, P.E.
11660 SAWYER AVE
OAKDALE, CA 95361

PHONE: (209) 581-4805
EMAIL: JHARVEY@WESTERNENGDEVELOPMENT.COM

PROJECT INFORMATION

OAKDALE HIGH SCHOOL

739 WEST G STREET, OAKDALE, 95361
TOTAL PROJECT AREA: ±0.96 ACRES

A.P.N.: 130-031-001

WDID# : EXEMPT

SHEET INDEX

SHT #	SHEET DESCRIPTION
C-01	COVER SHEET
C-02	GENERAL NOTES
C-03	TOPOGRAPHY & DEMOLITION PLAN VARSITY FIELD
C-04	SITE & GRADING PLAN VARSITY FIELD
C-05	CONSTRUCTION DETAILS

ABBREVIATIONS

@	AT
BC	BEGINNING OF CURVE
BDRY	BOUNDARY
BLDG	BUILDING
BSA	BOY SCOUTS OF AMERICA
BW	GROUND AT BACK OF WALL
BVC	BEGINNING OF VERTICAL CURVE
℄ or CL	CENTERLINE
CLSD	CLOSED
CMP	CORRUGATED METAL PIPE
CO	CLEAN OUT
CONC	CONCRETE
CTB	CONTROL BOX
CY	CUBIC YARD
DET	DETAIL
DHS	DEPARTMENT OF HEALTH SERVICES
DIA	DIAMETER
DW	DRIVEWAY
D OR SD	STORM DRAIN
D/S	DOWNSTREAM
ELEC	ELECTRIC
ELEV	ELEVATION
EP	EDGE OF PAVEMENT
ESMT	EASEMENT
EVC	END VERTICAL CURVE
EX OR EXIST	EXISTING
FF	FINISH FLOOR
FG	FINISH GRADE
FH	FIRE HYDRANT
℄ or FL	FLOW LINE
G	GROUND
GALV.	GALVANIZED
GB	GRADE BREAK
GEN	GENERATOR
GND	GROUND / GROUND AT FACE OF WALL
GR	GRATE
HGL	HYDRAULIC GRADE LINE
HORIZ	HORIZONTAL
HWL	HIGH WATER LINE
INV.	INVERT
L.F.	LINEAR FEET
LT	LEFT
MAX	MAXIMUM
MCP	MORTARED CONCRETE PIPE
MH	MAINTENANCE HOLE/MAN HOLE
MIN	MINIMUM
N	NORTH
NTS	NOT TO SCALE
OG	ORIGINAL GROUND/GRADE
O.C.	ON CENTER
O.I.D.	OAKDALE IRRIGATION DISTRICT
P	PAVEMENT
PED	PEDESTAL
PIP	PLASTIC IRRIGATION PIPE
POC	POINT OF CURVE
PP	POWER POLE
PL	PROPERTY LINE
PRC	POINT OF REVERSE CURVE
PT	POINT
PUE	PUBLIC UTILITY EASEMENT
PVC	POLYVINYL CHLORIDE PIPE
PVI	POINT OF VERTICAL INTERSECTION
R	RADIUS
RCP	REINFORCED CONCRETE PIPE
RET	RETAINING
R.O.W.	RIGHT OF WAY
RT	RIGHT
SCH	SCHEDULE
SHT	SHEET
SNS	STREET NAME SIGN
STA	STATION
STD	STANDARD
S/W	SIDEWALK
SS	SANITARY SEWER
SWPPP	STORM WATER POLLUTION PREVENTION PLAN
T	TREE, TYPE UNKNOWN
TBC	TOP BACK OF CURB
TBM	TEMPORARY BENCHMARK
TD	TOP OF DAM
TELE	TELEPHONE
TEMP	TEMPORARY
THRU	THROUGH
TRANS	TRANSFORMER
TOW	TOP OF WALL
USFS	UNITED STATES FOREST SERVICE
U/S	UPSTREAM
W	WATER
WD	WOOD
WS	WATER SURFACE
WV	WATER VALVE
x5000.00	SPOT ELEVATIONS
-5015-	CONTOUR LINE ELEVATION
▲	CONTROL POINT

DIGALERT 1-800-227-2600

REVISIONS			
REV #	DESCRIPTION	DATE	APPROVED

WESTERN ENGINEERING + DEVELOPMENT

COVER SHEET
OAKDALE HIGH SCHOOL
BASEBALL FIELD RECONSTRUCTION
OAKDALE
STANISLAUS COUNTY, CALIFORNIA

SCALE	N/A
DRAWN BY	JAH
DESIGNED BY	JAH
CHECKED BY	JAH
DATE	9/24/25

SHEET
C-01
OF 7

JOB NO.
25106

GENERAL NOTES

1. THE ENGINEER ASSUMES NO RESPONSIBILITY BEYOND THE ADEQUACY OF HIS DESIGN CONTAINED HEREIN.

2. THESE IMPROVEMENT PLANS HAVE BEEN PREPARED WITH THE INTENT THAT THE FIRM OF WESTERN ENGINEERING & DEVELOPMENT INC., WILL BE PERFORMING THE CONSTRUCTION STAKING FOR THE COMPLETE PROJECT. IF, HOWEVER, ANOTHER ENGINEERING AND/OR SURVEYING FIRM SHOULD BE EMPLOYED TO USE THESE PLANS FOR THE PURPOSE OF CONSTRUCTION STAKING, NOTICE IS HEREBY GIVEN THAT THE FIRM OF WESTERN ENGINEERING & DEVELOPMENT INC., WILL NOT ASSUME ANY RESPONSIBILITY FOR ERRORS OR OMISSIONS, IF ANY, WHICH MIGHT OCCUR AND WHICH COULD HAVE BEEN AVOIDED, CORRECTED OR MITIGATED IF WESTERN ENGINEERING & DEVELOPMENT INC. HAD PREFORMED THE STAKING WORK.

3. CONTRACTOR AGREES THAT HE SHALL ASSUME SOLE AND COMPLETE RESPONSIBILITY FOR JOB SITE CONDITIONS DURING THE COURSE OF CONSTRUCTION OF THE PROJECT, INCLUDING SAFETY OF ALL PERSONS AND PROPERTY, THAT THESE REQUIREMENTS SHALL APPLY CONTINUOUSLY AND NOT BE LIMITED TO NORMAL WORKING HOURS, AND THAT THE CONTRACTOR SHALL DEFEND, INDEMNIFY AND HOLD THE OWNER AND THE ENGINEER HARMLESS FROM ANY AND ALL LIABILITY, REAL OR ALLEGED, IN CONNECTION WITH THE PERFORMANCE OF WORK ON THIS PROJECT, EXCEPTING FOR LIABILITY ARISING FROM THE SOLE NEGLIGENCE OF THE OWNER OR THE ENGINEER.

4. CONTRACTOR SHALL COMPLY WITH THE RULES AND REGULATIONS OF THE STATE CONSTRUCTION SAFETY ORDERS.

5. ALL CONSTRUCTION MATERIALS AND METHODS SHALL COMPLY WITH THE ORDINANCES, SPECIFICATIONS AND STANDARDS OF THE CITY OF OAKDALE.

6. UTILITIES AND UNDERGROUND FACILITIES INDICATED ARE FOR INFORMATION ONLY. IT IS THE CONTRACTOR'S RESPONSIBILITY TO VERIFY THE LOCATION AND DEPTH WITH THE APPROPRIATE AGENCIES. NEITHER THE OWNER NOR THE CITY NOR THE ENGINEER ASSUMES RESPONSIBILITY THAT THE UTILITIES AND UNDERGROUND FACILITIES INDICATED WILL BE THE UTILITIES AND UNDERGROUND FACILITIES ENCOUNTERED. CONTRACTOR SHALL CONTACT UNDERGROUND SERVICE ALERT (U.S.A.) TO LOCATE ALL UTILITIES (800) 227-2600.

7. THE CONTRACTOR IS RESPONSIBLE FOR MATCHING EXISTING STREETS, SURROUNDING LANDSCAPE AND OTHER IMPROVEMENTS WITH A SMOOTH TRANSITION IN PAVING, CURBS, GUTTERS, SIDEWALKS, GRADING, ETC., AND TO AVOID ANY ABRUPT OR APPARENT CHANGES IN GRADES OR CROSS SLOPES, LOW SPOTS OR HAZARDOUS CONDITIONS.

8. THE ENGINEER ASSUMES NO RESPONSIBILITY FOR FINAL GRADE OF CONCRETE UNLESS FORMS ARE CHECKED PRIOR TO POURING.

9. CONTRACTOR SHALL POST ON THE SITE, EMERGENCY TELEPHONE NUMBERS FOR PUBLIC WORKS, AMBULANCE, POLICE AND FIRE DEPARTMENTS.

10. CONTRACTOR'S BID SHALL INCLUDE THE COST OF ANY NECESSARY SOILS COMPACTION AND MATERIAL TESTING.

11. BENCHMARK: SET MAG NAIL IN CONCRETE ON SITE. ASSUMED ELEVATION = 100'

12. ALL WORK FOR STORM DRAIN AND SANITARY SEWER INSTALLATIONS SHALL BEGIN AT THE DOWNSTREAM CONNECTION POINT. THIS WILL ALLOW FOR ANY NECESSARY ADJUSTMENTS TO BE MADE PRIOR TO THE INSTALLATION OF THE ENTIRE LINE. IF THE CONTRACTOR FAILS TO BEGIN AT THE DOWNSTREAM CONNECTION POINT AND WORK UP STREAM, HE SHALL PROCEED AT HIS OWN RISK AND BE RESPONSIBLE FOR ANY NECESSARY ADJUSTMENTS.

13. CONTRACTOR SHALL VISIT THE SITE AND VERIFY ALL EXISTING CONDITIONS PRIOR TO SUBMITTING A BID.

14. AN ENCROACHMENT PERMIT SHALL BE OBTAINED FROM THE CITY OF OAKDALE DEPARTMENT OF PUBLIC WORKS PRIOR TO ANY CONSTRUCTION WITHIN THE CITY RIGHT OF WAY. ANY AND ALL SPECIFIC REQUIREMENTS AND/OR CONSTRUCTION DETAILS IMPOSED BY THE ENCROACHMENT PERMIT SHALL BECOME A PART OF THESE IMPROVEMENT PLANS.

15. THE CONTRACTOR SHALL BE HELD SOLELY RESPONSIBLE FOR ANY CHANGES MADE WITHOUT THE WRITTEN AUTHORIZATION FROM WESTERN ENGINEERING & DEVELOPMENT INC.

16. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PRESERVATION OF ALL SURVEY AND CONSTRUCTION STAKES. SURVEY AND CONSTRUCTION STAKES THAT ARE LOST OR DESTROYED DUE TO THE CONTRACTOR'S NEGLIGENCE WILL BE RESET AT THE EXPENSE OF THE CONTRACTOR.

GRADING PLAN NOTES

NOTE: THESE PLANS ARE APPROVED SUBJECT TO:

1. ALL GRADING IS SUBJECT TO OBSERVATION BY THE CITY OF OAKDALE. THE CONTRACTOR SHALL NOTIFY THE CITY OF OAKDALE DEPARTMENT OF PUBLIC WORKS (209) 845-3571 AT LEAST 48 HOURS BEFORE THE START OF ANY GRADING.

2. APPROVAL OF THIS PLAN APPLIES ONLY TO THE EXCAVATION, PLACEMENT, AND COMPACTION OF NATURAL EARTH MATERIALS. THIS APPROVAL DOES NOT CONFER ANY RIGHTS OF ENTRY TO EITHER PUBLIC PROPERTY OR THE PRIVATE PROPERTY OF OTHERS. APPROVAL OF THIS PLAN ALSO DOES NOT CONSTITUTE APPROVAL OF ANY IMPROVEMENTS. PROPOSED IMPROVEMENTS ARE SUBJECT TO REVIEW AND APPROVAL BY THE RESPONSIBLE AUTHORITIES AND ALL OTHER REQUIRED PERMITS SHALL BE OBTAINED.

3. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO IDENTIFY, LOCATE AND PROTECT ALL UNDERGROUND FACILITIES.

4. THE CONTRACTOR SHALL MAINTAIN THE STREETS, SIDEWALKS AND ALL OTHER PUBLIC RIGHTS-OF-WAY IN A CLEAN, SAFE AND USABLE CONDITION. ALL SPILLS OF SOIL, ROCK OR CONSTRUCTION DEBRIS SHALL BE REMOVED FROM THE PUBLICLY OWNED PROPERTY DURING CONSTRUCTION AND UPON COMPLETION OF THE PROJECT. ALL ADJACENT PROPERTY, PRIVATE OR PUBLIC, SHALL BE MAINTAINED IN A CLEAN, SAFE AND USABLE CONDITION.

5. IF ANY ARCHEOLOGICAL, CULTURAL OR HISTORICAL RESOURCES, OR ARTIFACTS OR OTHER FEATURES ARE DISCOVERED DURING THE COURSE OF CONSTRUCTION ANYWHERE ON THE PROJECT SITE, WORK SHALL BE SUSPENDED IN THAT LOCATION UNTIL A QUALIFIED PROFESSIONAL ARCHEOLOGIST ASSESSES THE SIGNIFICANCE OF THE DISCOVERY. THE PLANNING DEPARTMENT SHALL BE NOTIFIED OF ANY FINDS AND APPROPRIATE MEASURES AGREED UPON PRIOR TO THE COMMENCEMENT OF CONSTRUCTION. (MITIGATION MEASURE)

6. ALL SITE GRADING AND CONSTRUCTION SHALL COMPLY WITH SAN JOAQUIN VALLEY UNIFIED AIR POLLUTION CONTROL DISTRICT'S REGULATION 8 FOR FUGITIVE DUST CONTROL AND PROJECT ISR. THE CONTRACTOR SHALL MAINTAIN DUST CONTROL AT THE CONTRACTOR'S EXPENSE AT ALL TIMES, INCLUDING WEEKENDS, DURING THE COURSE OF THE PROJECT.

7. ALL GRADING SHALL CONFORM TO APPROVED SPECIFICATIONS PRESENTED HEREIN OR ATTACHED HERETO. ALL GRADING WORK SHALL BE OBSERVED AND APPROVED BY THE SOILS ENGINEER. THE SOILS ENGINEER SHALL BE NOTIFIED AT LEAST 48 HOURS BEFORE BEGINNING ANY GRADING. UNOBSERVED AND UNAPPROVED GRADING WORK SHALL BE REMOVED AND REPLACED UNDER OBSERVATION AT THE CONTRACTOR'S EXPENSE.

UTILITY NOTES

1. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF EXISTING UTILITIES AND FOR THE REPAIRS OF THOSE DAMAGED DURING CONSTRUCTION.

2. ALL MATERIAL SHALL BE FURNISHED AND INSTALLED BY THE CONTRACTOR UNLESS NOTED OTHERWISE.

3. THE CONTRACTOR SHALL BE RESPONSIBLE TO PROVIDE AMPLE COVER FOR THE PROTECTION OF ALL INSTALLED UTILITIES DURING THE CONSTRUCTION OF THIS PROJECT.

4. THE CONTRACTOR SHALL SCHEDULE AND COORDINATE ANY WORK TO BE DONE BY THE SERVING UTILITY COMPANIES IN CONJUNCTION WITH AND NECESSARY FOR THE INSTALLATION OF THE COMPLETE AND OPERABLE UTILITY SYSTEMS SHOWN HEREON, UNLESS NOTED OTHERWISE.

5. THE CONTRACTOR IS TO FURNISH THE OWNER WITH A COPY OF ALL PERMITS AND FINAL ACCEPTANCES GRANTED BY THE UTILITY COMPANY AND/OR AGENCY INVOLVED.

6. ALL UTILITY LINE BACKFILL MATERIAL SHALL BE TESTED AND APPROVED BY THE PROJECT SOILS ENGINEER. BACKFILL PLACEMENT AND COMPACTION SHALL BE MADE BY METHODS AND TO THE DEGREE SPECIFIED BY THE SOILS ENGINEER. BACKFILL COMPACTION TESTS AND REPORTS SHALL BE MADE BY THE SOILS ENGINEER AND FURNISHED TO THE OWNER AND ARCHITECT FOR APPROVAL. PIPE BEDDING SHALL COMPLY WITH THE SOILS ENGINEER AND THE CITY OF CERES DEPARTMENT OF PUBLIC WORKS.

7. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO COORDINATE ALL NECESSARY UTILITY RELOCATIONS, IF REQUIRED, WITH THE APPROPRIATE UTILITY COMPANIES.

8. ALL UNDERGROUND FACILITIES SHALL BE INSTALLED PRIOR TO THE CONSTRUCTION OF CURBS, FINAL PREPARATION OF SUBGRADE, AND PLACEMENT OF BASE MATERIALS.

EROSION CONTROL & STORM WATER NOTES

1. WATER POLLUTION PREVENTION SHALL COMPLY WITH THE GENERAL PERMIT FOR DISCHARGES OF STORM WATER ASSOCIATED WITH CONSTRUCTION ACTIVITIES – ORDER 2009-0009-DWQ AS ISSUED BY THE CALIFORNIA STATE WATER RESOURCES CONTROL BOARD (EFFECTIVE JULY 1, 2010). THE CONTRACTOR SHALL EXERCISE EVERY REASONABLE PRECAUTION TO PROTECT STREAMS, LAKES, RESERVOIRS, BAYS, AND COASTAL WATERS FROM POLLUTION WITH FUELS, OILS, BITUMENS, CALCIUM CHLORIDE AND OTHER HARMFUL MATERIALS AND SHALL CONDUCT AND SCHEDULE OPERATIONS SO AS TO AVOID OR MINIMIZE MUDDYING AND SILTING OF STREAMS, LAKES, RESERVOIRS, BAYS AND COASTAL WATERS. CARE SHALL BE EXERCISED TO PRESERVE ROADSIDE VEGETATION BEYOND THE LIMITS OF CONSTRUCTION.

   WATER POLLUTION CONTROL WORK IS INTENDED TO PROVIDE PREVENTION, CONTROL AND ABATEMENT OF WATER POLLUTION TO STREAMS, WATERWAYS AND OTHER BODIES OF WATER, AND SHALL CONSIST OF CONSTRUCTING THOSE FACILITIES WHICH MAY BE SHOWN ON THE PLANS, SPECIFIED HEREIN OR IN THE SPECIAL PROVISIONS, OR DIRECTED BY THE ENGINEER.

   EROSION CONTROL FACILITIES AND MEASURES ARE TO BE INSTALLED AND OPERABLE PRIOR TO BEGINNING CONSTRUCTION, AND SHALL CONTINUE IN EFFECT UNTIL INSTALLATION OF THE PERMANENT PROJECT LANDSCAPING/EROSION CONTROL BEST MANAGEMENT PRACTICES (BMP'S), AS REQUIRED. ALL WORK SHALL COMPLY WITH THE ATTACHED EROSION CONTROL PLAN AND SWPPP (IF APPLICABLE).

2. ALL PAVED AREAS SHALL BE KEPT CLEAR OF EARTH MATERIALS AND DEBRIS. THE SITE SHALL BE MAINTAINED SO AS TO PREVENT SEDIMENT LADEN RUNOFF FROM ENTERING THE STORM DRAINAGE SYSTEM, BODIES OF WATER OR ADJACENT PROPERTIES.

3. ALL EROSION CONTROL FACILITIES SHALL BE INSPECTED BY THE CONTRACTOR AND REPAIRED, AS REQUIRED, AT THE CONCLUSION OF EACH WORKING DAY DURING THE RAINY SEASON. THE CONTRACTOR SHALL INSPECT THE EROSION CONTROL FACILITIES AND MAKE NECESSARY REPAIRS THERETO PRIOR TO ANTICIPATED STORMS, AND SHALL PERIODICALLY INSPECT THE SITE AT REASONABLE INTERVALS DURING STORMS OF EXTENDED DURATION. REPAIRS TO DAMAGED FACILITIES SHALL BE REPAIRED IMMEDIATELY.

MONUMENT PRESERVATION & PROTECTION

CONTRACTOR IS RESPONSIBLE FOR PRESERVATION AND/OR PERPETUATION OF ALL EXISTING MONUMENTS WHICH CONTROL SUBDIVISIONS, TRACTS, BOUNDARIES, STREETS, HIGHWAYS, EASEMENTS, OR OTHER RIGHT-OF-WAY, EASEMENTS OR PROVIDE SURVEY CONTROL WHICH WILL BE DISTURBED OR REMOVED DUE TO CONTRACTOR'S WORK. CONTRACTOR SHALL PROVIDE A MINIMUM OF 10 WORKING DAYS NOTICE TO PROJECT ENGINEER/SURVEYOR PRIOR TO DISTURBANCE OR REMOVAL OF EXISTING MONUMENTS. PROJECT ENGINEER/SURVEYOR SHALL COORDINATE WITH CONTRACTOR TO RESET MONUMENTS OR PROVIDE PERMANENT WITNESS MONUMENTS AND FILE THE REQUIRED DOCUMENTATION WITH THE CITY, COUNTY, AND/OR STATE.

DIGALERT
1-800-227-2600
CALL 2 FULL WORKING DAYS IN ADVANCE

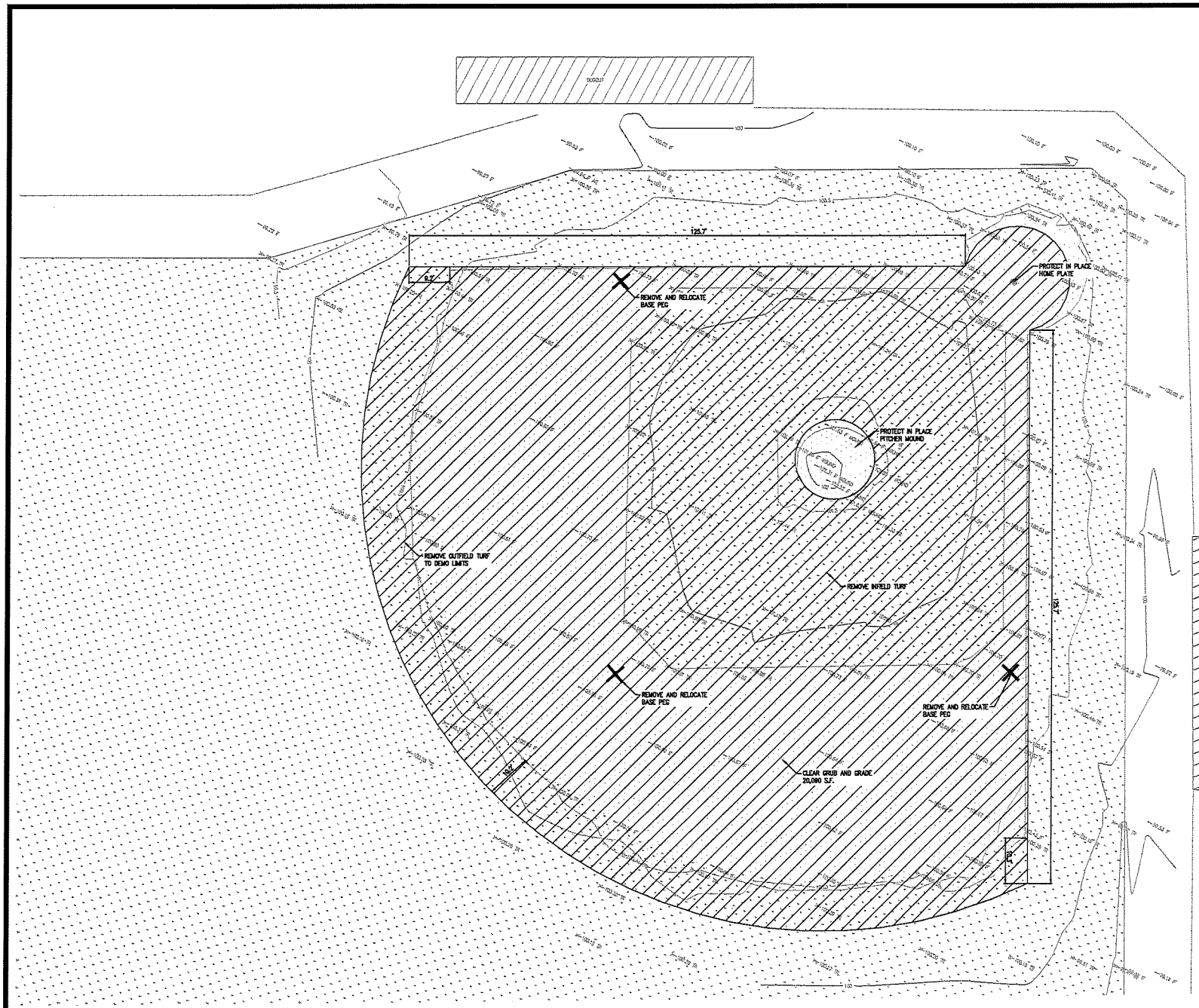
REV'S	DESCRIPTION	DATE	APPROVED
	REVISIONS		

WESTERN ENGINEERING + DEVELOPMENT

GENERAL NOTES
OAKDALE HIGH SCHOOL
BASEBALL FIELD RECONSTRUCTION
OAKDALE
STANISLAUS COUNTY, CALIFORNIA

SCALE	N/A
DRAWN BY	JAH
DESIGNED BY	JAH
CHECKED BY	JAH
DATE	9/24/25

SHEET
C-02
OF 7
JOB NO.
25107



DIG ALERT
1-800-227-2600
CALL TOLL FREE FOR MARK AT RANGE

REVISIONS			
REV.#	DESCRIPTION	DATE	APPROVED

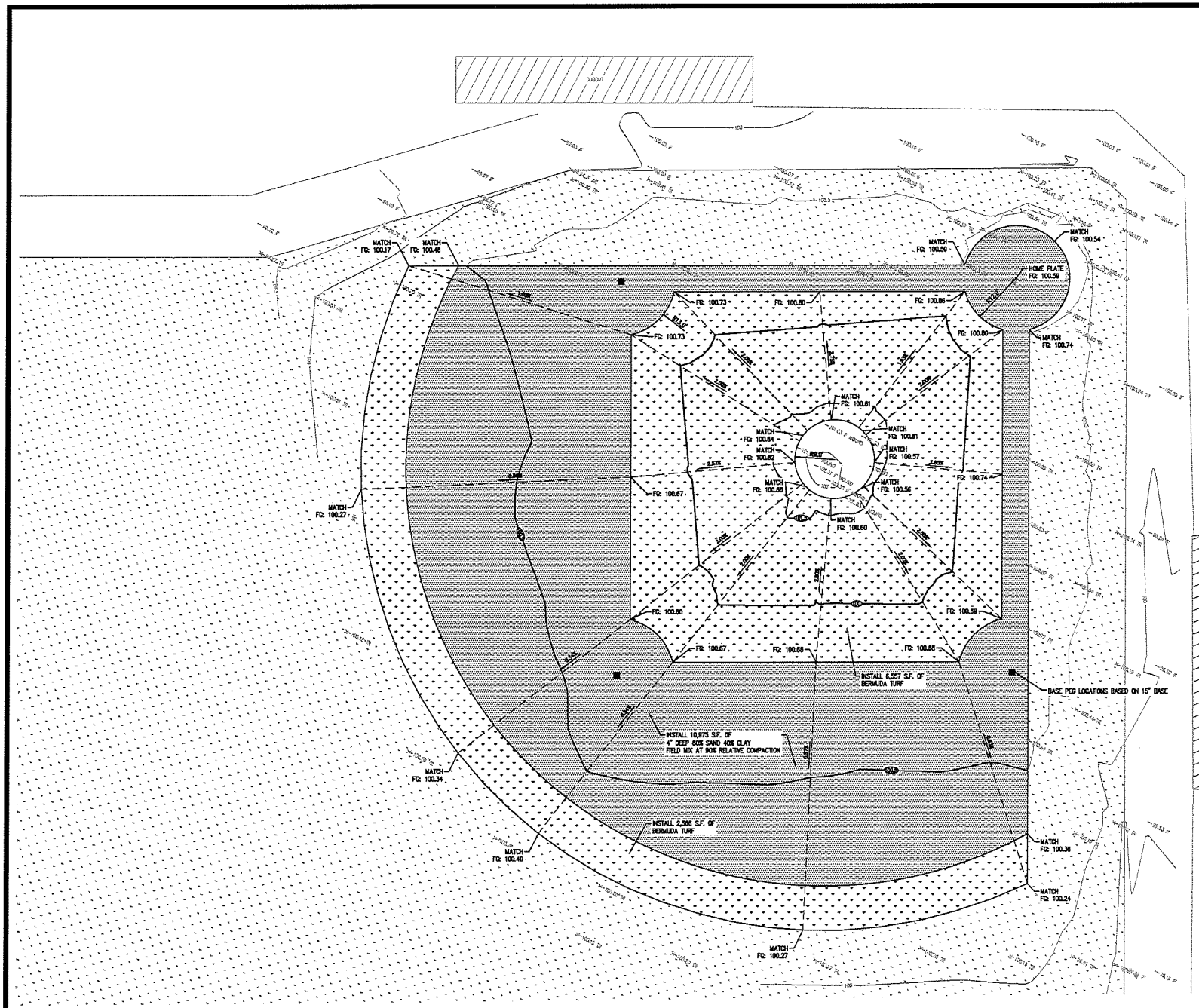
WESTERN ENGINEERING + DEVELOPMENT

JOSE A. HERNANDEZ
CIVIL
No. 93630
EXP. 12/31/2025
STATE OF CALIFORNIA

TOPOGRAPHY & DEMOLITION PLAN
VARSITY FIELD
OAKDALE HIGH SCHOOL
BASEBALL FIELD RECONSTRUCTION
OAKDALE , CALIFORNIA

SCALE	1" = 10'
DRAWN BY	JAH
DESIGNED BY	JAH
CHECKED BY	JAH
DATE	5/24/25

SHEET
C-03
OF 7
JOB NO.
25107



LEGEND

CLEAR GRUB AND GRADE

PROPOSED SOD

NOTES:

1. PROTECT IN PLACE ALL IRRIGATION LINES.
2. SPRINKLER HEADS IN CONFLICT SHALL BE REMOVED PRIOR TO GRADING AND REPLACED AFTER GRADING ACTIVITIES ARE COMPLETE.
3. HOME PLATE SHALL REMAIN IN ITS EXISTING LOCATION.

PRELIMINARY ESTIMATE OF AGGREGATE BASE QUANTITIES

CUT	FILL	NET
206 C.Y.	3 C.Y.	203 C.Y. (Cut)

THE ABOVE ESTIMATE OF QUANTITIES IS FOR SUBGRADE REQUIREMENTS ONLY AND USES A SHRINKAGE FACTOR OF 15%. IT DOES NOT INCLUDE TOPSOIL FOR LANDSCAPING REQUIREMENTS, AND IS ONLY APPROXIMATE. THE ACTUAL AMOUNT WILL VARY ACCORDINGLY. CONTRACTOR SHALL VERIFY AND CONFIRM QUANTITIES BEFORE CONSTRUCTION.

DIGALERT
1-800-227-2600
CALL 2 FULL WORKING DAYS IN ADVANCE

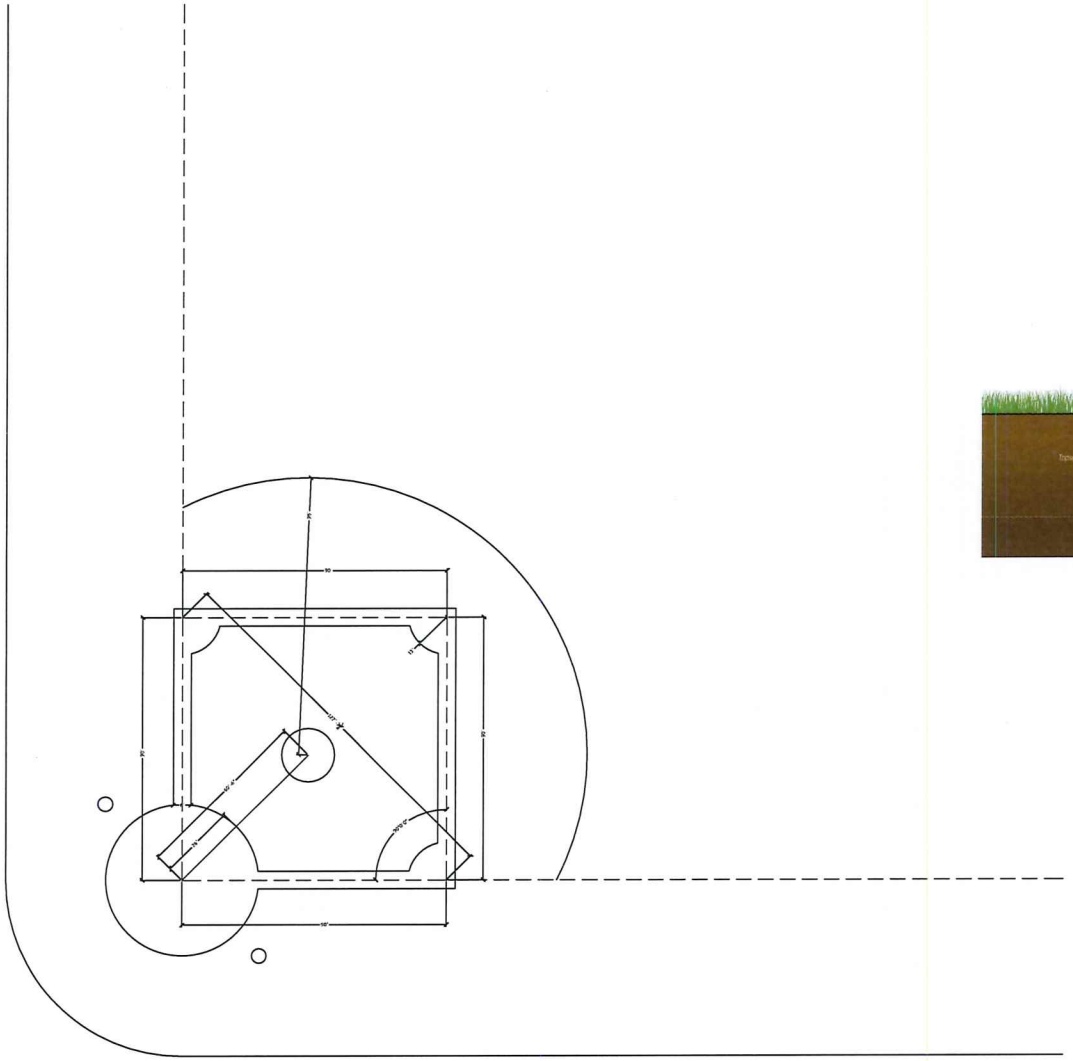
REVISIONS			
NO.#	DESCRIPTION	DATE	APPROVED

WESTERN ENGINEERING + DEVELOPMENT

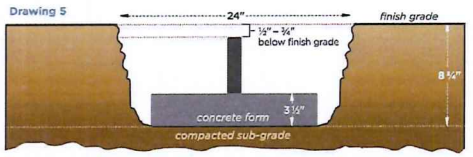
SITE & GRADING PLAN
VARSITY FIELD
OAKDALE HIGH SCHOOL
BASEBALL FIELD RECONSTRUCTION
OAKDALE, CALIFORNIA

SCALE	1" = 10'
DRAWN BY	JAH
DESIGNED BY	JAH
CHECKED BY	JAH
DATE	9/24/25

SHEET
C-05
OF 7
JOB NO.
25107



STANDARD 90' FIELD LAYOUT



BASE ANCHOR DETAIL



INFIELD SKIN DETAIL

DIGALERT
1-800-227-2600
CALL 2 FULL WORKING DAYS IN ADVANCE

REVISIONS			
KEY #	DESCRIPTION	DATE	APPROVED

WESTERN ENGINEERING + DEVELOPMENT

CONSTRUCTION DETAILS

OAKDALE HIGH SCHOOL
BASEBALL FIELD RECONSTRUCTION
OAKDALE, CALIFORNIA

SCALE	1" = 10'
DRAWN BY	JAH
DESIGNED BY	JAH
CHECKED BY	JAH
DATE	9/24/25

SHEET
C-07
OF 7

JOB NO.
25107

BID FORM

OAKDALE JOINT UNIFIED SCHOOL DISTRICT
OJUSD District Office, 168 South 3rd Ave, Oakdale, CA 9536

Dear Board Members:

The undersigned, doing business under the firm name of _____, hereby proposes and agrees to enter into a contract, with the Oakdale Joint 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 Oakdale High School Varsity Baseball and JV & Varsity Softball Fields, 739 West G Street, Oakdale, CA 95361 **under Project #270886-012 (the "Contract").**

Bid Amount (Base Bid):

The undersigned proposes to furnish such labor, materials, applicable taxes, equipment and services for the amount of _____ Dollars ($_____).

Miscellaneous:

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

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

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

Check one of the following boxes:

- ☐ The undersigned bidder is prequalified with the Owner pursuant to Public Contract Code section 20111.6 to submit a bid in the above amount for this Contract.
- ☐ Prequalification pursuant to Public Contract Code section 20111.6 is not required for this Contract.

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.

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. Satisfactory evidence of the authority of the signing person to bind the partnership shall be furnished with the bid. 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 officers signing must be authorized to bind the corporation in the matter. Satisfactory evidence of the authority of the signing officers to bind the corporation shall be furnished with the bid. The name of each person signing shall also be typed or printed below the signature. The name of each officer signing shall also be typed or printed below the signature. *California LLCs* must sign with the legal name of the LLC. A bid from a member-managed LLC must be signed by a member. A bid from a manager-managed LLC must be signed by the manager. The person signing must be authorized to bind the LLC in the matter. Satisfactory evidence of the authority

of the signing person to bind the LLC shall be furnished with the bid. The name of the person signing shall also be typed or printed below the signature.

The undersigned declares under penalty of perjury under the laws of the State of California that the information and representations in the undersigned's bid documents (including this Bid Form and all other documents provided with the 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__
(*Signature*)

_____
(Name)

PARTNERSHIP:

Evidence of authority to bind the partnership is attached.

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

_____
(Name General Partner)

CORPORATION:

Evidence of authority to bind the corporation is attached.

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

_____
(Name Chairman, Pres., or Vice-Pres.)

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

_____
(Name Secretary, Asst. Secretary, CFO, or Asst. Treasurer)

LLC:

Evidence of authority to bind the LLC is attached.

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

_____
(Name)

_____
(*Title*)

BID BOND

Bond Number: _____

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

The condition of the above obligation is such that whereas the Principal has submitted to the Owner a certain bid, attached hereto and hereby made a part hereof, to enter into a Contract in writing for the construction of Oakdale High School Varsity Baseball and JV & Varsity Softball Fields Renovations, in strict accordance with Contract Documents.

NOW, THEREFORE,

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

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

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

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

IN WITNESS WHEREOF, the above-bounden parties have executed this instrument under several seals this ____ day of _____, _____, the name and corporate party being hereto affixed and these presents duly signed by its

undersigned representative, pursuant to authority of its governing body. In the presence of:

(Notary Seal)

_____
(Principal)

_____
(Business Address)

_____

_____
(Corporate Surety)

_____
Business Address)

By:_____

_____

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

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

PERFORMANCE BOND

Bond Number: _____

KNOW ALL MEN BY THESE PRESENTS that we, _____, as Principal, and _____, as Surety, are held and firmly bound unto the Oakdale Joint Unified School District, in the County of Stanislaus, 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

the Oakdale High School Varsity Baseball and JV & Varsity Softball Fields, 739 West G Street, Oakdale, CA 95361 under Project #270886-012 (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, during 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 also shall well and truly perform and fulfill all the undertakings, covenants, terms, conditions and agreement of any and all duly authorized modifications of said Contract that may hereafter be made, then this obligation is to be void, otherwise to remain in full force and virtue.

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

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

IN WITNESS WHEREOF, the above-bounden parties have executed this instrument under their several seals this _____ day of _____, 20__,

hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

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

(Affix Corporate Seal)

_____
(Individual Principal)

_____
(Business Address)

(Affix Corporate Seal)

_____
(Corporate Principal)

_____
(Business Address)

(Affix Corporate Seal)

_____
(Corporate Surety)

_____
(Business Address)

_____

By:_____

_____

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

The total amount of premium charged is _____.

The above must be filled in by Corporate Surety.

PAYMENT BOND
(Labor and Material)

Bond Number: _____

KNOW ALL MEN BY THESE PRESENTS:

That WHEREAS, the Oakdale Joint 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

> **the Oakdale High School Varsity Baseball and JV & Varsity Softball Fields Renovations, 739 West G Street, Oakdale, CA 95361 under Project #270886-012 (the "Contract"),**

which said agreement dated _____, 20__, and all of the Contract Documents are hereby referred to and made a part hereof;

and

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

NOW, THEREFORE, THESE PRESENTS WITNESSETH:

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

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

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

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

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

IN WITNESS WHEREOF, this instrument has been duly executed by the Principal and Surety this _____ day of _____, 20__.

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

_____
Principal

_____

_____
Surety

_____

By:_____
Attorney-in-Fact

_____

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

DESIGNATION OF SUBCONTRACTORS

Each bidder shall set forth below the name and the location of the place of business of each subcontractor, and the California contractor license number and (for all projects over Twenty-Five Thousand Dollars ($25,000)) public works contractor registration number of each subcontractor who will perform work or labor or render service to the Contractor in or about the construction of the Work or improvement, or to a subcontractor licensed by the State of California who, under subcontract to the Contractor, specially fabricates and installs a portion of the Work or improvement according to detailed drawings contained in the plans and specifications, in an amount in excess of one-half of 1 percent (0.5%) of the bidder's total bid, and the portion of the Work which will be done by each subcontractor. An inadvertent error in listing a California contractor's license number shall not be grounds for filing a bid protest or for considering the bid nonresponsive if the bidder submits the corrected contractor's license number to the Owner within 24 hours after the bid opening, or any continuation thereof, so long as the corrected contractor's license number corresponds to the submitted name and location for that subcontractor.

If the Contractor fails to specify a subcontractor for any portion of the Work to be performed under the Contract in excess of one-half of 1 percent (0.5%) of the Contractor's total bid, the Contractor shall be deemed to have agreed to perform such portion itself, and shall not be permitted to subcontract that portion of the Work except under the conditions hereinafter set forth.

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

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

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

NOTE: *Reproduce page two of this section for additional listings needed beyond the length of this form.*

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

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

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

Signature: _____

Print Name: _____

Title: _____

NONCOLLUSION DECLARATION

Owner: Oakdale Joint Unified School District
Contract: Oakdale High School Varsity Baseball and JV & Varsity Softball Fields Renovations, Project #270886-01
Site: Oakdale High School

The undersigned declares:

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

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

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

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

_____
Signature

_____
Print Name

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

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

1. The Owner has determined that your employee(s), or you as a sole proprietor, will have more than limited contact with students, therefore the law requires that you must use one or more of the following methods to ensure the safety of pupils (Education Code §45125.2(a)):

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

    b. If you are not a sole proprietorship, have one of your employees, whom the Department of Justice has ascertained has not been convicted of a violent or serious felony (see ***Attachment A*** to this Notice and Acknowledgement), continually monitor and supervise all of your employees. For the Department of Justice to so ascertain, your employee may submit fingerprints to the Department of Justice pursuant to Education Code section 45125.1(a).

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

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

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

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

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

Dated: _____ _____
Signature

Name: _____ Title: _____

ATTACHMENT A

Violent and Serious Felonies

Under Education Code section 45125.2, 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 in this subdivision.

ATTACHMENT B

STUDENT CONTACT FORM
FOR CONSTRUCTION CONTRACTS

Note: This form must be submitted by Contractor before it may commence any work.

Contractor Firm Name: _____
Supervisor/Foreman Name: _____
Start Date: _____
Completion Date: _____
Location of Work: _____
Hours of Work: _____
Length of Time on Grounds: _____
Number of Employees on the Job: _____

I am an owner or officer of Contractor authorized to sign this document on behalf of Contractor. Contractor acknowledges that the Owner has determined that Contractor's employees, or that Contractor as a sole proprietor, will have more than limited contact with students. Therefore, in order to comply with Education Code section 45125.2, Contractor will use the following methods to ensure student safety (check at least one):

[ ] A physical barrier will be installed at the worksite to limit contact with pupils.

[ ] Contractor is not a sole proprietorship, and its employees will be continually monitored and supervised by one of its employees who has not been convicted of a violent or serious felony.

Name of Supervising Employee:

_____

Date of Department of Justice verification that supervising employee has not been convicted of a violent or serious felony:

_____

Name of employee who is the custodian of the Department of Justice verification information:

_____

If Contractor does not comply with the requirements of Education Code section 45125.2, then Contractor will comply with the requirements of Education Code section 45125.1.

I declare under penalty of perjury that the foregoing is true and correct to the best of my knowledge.

Dated: _____

Signature: _____
Typed Name: _____
Title: _____
Contractor: _____

WORKERS' COMPENSATION CERTIFICATE

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.)

DRUG-FREE WORKPLACE CERTIFICATION

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

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

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

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

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

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

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

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

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

_____

_____

_____

Name of Contractor

_____

Signature

_____ _____

Print Name Date