



QUATTROCCHI KWOK  
ARCHITECTS

# LIBERTY HIGH SCHOOL BASEBALL BACKSTOP REPLACEMENT

## Bid Clarification 02

September 8, 2021

**DSA File Number:** 7-H4  
**DSA Application Number:** 01-119543  
**PTN Number:** 61721-81

**Owner:**

Liberty Union High School District  
850 2<sup>nd</sup> Street  
Brentwood, California 95402

**Architect:**

Quattrocchi Kwok Architects  
636 Fifth Street  
Santa Rosa, California 95404  
P:707.576.0829  
F: 707.576.0295

**Architect's Project No.:** 1923

**To: Prospective Bidders**

The following changes, modifications and additions to Project Manual and Drawings described below are made a part thereof and are subject to all of the requirements thereof as if originally specified.

The Bidder must acknowledge receipt of the Bid Clarification in the space provided on the Bid Form; failure to do so may subject the Bidder to disqualification.

**Table of Contents - Bid Clarification 02**

This Bid Clarification consists of three (3) pages and the attachments as listed below.

Deleted Text is shown in ~~strikeout type~~.

Added Text is shown in *bold italicized type*.

**ATTACHMENTS:**

Mandatory Pre-Bid Conference Agenda dated 9/7/21

Mandatory Pre-Bid Conference Sign In Sheet dated 9/7/21

Demo, Grading & AC Paving Scope of Work – Revised Notice Inviting Bids, pg. 1 (Corrected Bid Date Time)

Demo, Grading & AC Paving Scope of Work – Revised Bid Form

Backstops, Fencing and Gates Scope of Work – Revised Bid Form

Concrete Paving Scope of Work – Revised Bid Form

Concrete Paving Scope of Work – Payment and Performance Bonds

**End of Table of Contents**

**A. CHANGES TO PREVIOUS BID CLARIFICATIONS**

Item 2.1  
None

**B. CHANGES TO THE BIDDING AND CONTRACT REQUIREMENTS**

Item 2.2  
Demo, Grading and AC Paving Scope of Work – Revised Notice Inviting Bids, page 1. Bid date time changed from ~~11:00am~~ to **12:00pm**

Demo, Grading and AC Paving Scope of Work – Revised Bid Form

- Bid Form, Page 21: Added Work Excluded
- Bid Form, Page 21, Item #2: Delete Addendum and Add Bid Clarification

Item 2.3

Backstops, Fencing and Gates Scope of Work – Revised Bid Form

- Bid Form, Page 20: Added Work Excluded
- Bid Form, Page 21, Item #2: Delete Addendum and Add Bid Clarification

Item 2.4

Concrete Pavement Scope of Work – Revised Bid Form

- Bid Form, Page 2: Added Work Included
- Bid Form, Page 2: Added Work Excluded

Item 2.5

Bid Dates / Times as follows:

Demo, Grading and AC Paving: Tuesday, September 14, 2021, 12:00pm

Backstop, Fencing and Gates: Tuesday, September 14, 2021, 11:00am

Concrete Pavement: Tuesday, September 14, 2021, 12:00pm

**C. CHANGES/ ADDITIONS TO THE SPECIFICATIONS**

Item 2.6

Concrete Paving – Payment and Performance Bonds

**D. CHANGES/ ADDITIONS TO THE DRAWINGS**

Item 2.7

None

**E. BIDDERS QUESTIONS**

Item 2.8

Q: What is the engineers estimate for this project?

A: There is no engineers estimate.

Item 2.9

Q: Are bidders required to project Builder's Risk insurance.

A: No. Builder's Risk will be excluded from all bidders.

Item 2.10

Q: At Varsity Field who is responsible for relocating the existing wood shed.

A: The District will temporarily relocate the existing wood shed to another location so that the improvements can be completed. The District will also be responsible for relocating the existing wood shed after the improvements are completed.

Item 2.11

Q: Who is responsible for removing the electrical / AV equipment from the existing backstops prior to demolition occurring.

A: The District will remove the electrical / AV equipment from the backstops prior to the demolition occurring.

Item 2.12

Q: Who will provide existing utility locating services?

A: Contractors do not need to provide utility locating services. The District will hire a utility locator and will provide a survey to the contractors for their use.

Item 2.13

Q: Who pays for utilities that are damaged when digging posts?

A: If utilities are not known or identified prior to excavation, then they will be considered unforeseen and the Contractor will not be responsible for damage to the unforeseen utility. If the utilities are known or identified prior to excavation work and the utility are damaged, the costs for repair will be the responsibility of the contractor that damaged the known utility.

**END OF BID CLARIFICATION**

September 7, 2021

**MANDATORY PRE-BID CONFERENCE AGENDA** for

Liberty Union High School District

**LIBERTY HIGH SCHOOL BASEBALL BACKSTOP REPLACEMENT**

(Bidders for the Liberty High School Baseball Backstop Replacement must sign the Mandatory Pre-bid sign in sheet to bid this project. Due to COVID concerns signing of the Prebid sign in sheet is accomplished by providing contact information at the Mandatory Pre-Bid Conference).

Owner: Liberty Union High School District  
Brentwood, CA

Meeting Date and Time: Tuesday, September 7, 2021, 10:00AM  
Meeting Location: LUHSD Maintenance and Transportation Facility  
19 Oak Street  
Brentwood, CA 94513

**A. INTRODUCTIONS**

- 1. Owner: LUHSD  
(Dir. of Maint. & Facilities) Paul Melloni
- 2. Construction Manager: Lathrop Construction Associates, Inc.  
(Project Manager) Anthony D’Amante

**B. NO REQUALIFICATION REQUIREMENTS**

There are no prequalification requirements for this project.

**C. PROJECT REVIEW**

- 1. Demo, Grading and AC Paving Project Description:  
Provide all labor, equipment and materials to complete the demolition, grading, base at concrete, infields fines, and AC paving scope of work associated with the New Varsity Baseball and JV Baseball Backstop Replacement Project.
- 2. Backstops, Fencing and Gates Project Description:  
Provide all labor, equipment and materials to complete the new Backstops, Fencing and Gates scope of work associated with the new Varsity Baseball and JV Baseball Backstop Replacement project.

3. Concrete Pavement Project Description:  
Provide all labor, equipment and materials to complete pavement scope of work associated with the New Varsity Baseball and JV Baseball Backstop Replacement project. Also includes concrete reinforcement related to concrete pavement.

D. **PROJECT SCHEDULE**

1. Demo, Grading and AC Paving
  - a. Overall duration of 92 calendar days  
(For further description see Notice Inviting Bids)
2. Backstops, Fencing and Gates
  - a. Overall duration of 92 days  
(For further description see Notice Inviting Bids)
3. Concrete Pavement
  - a. Overall duration of 92 days  
(For further description see Notice Inviting Bids)
4. Liquidated Damages are set at \$1,000 per calendar day per Article 3 of the Agreement Form.

E. **WORK HOURS**

See General Conditions

F. **LABOR COMPLIANCE**

1. Wage Rates, Travel and Subsistence (See Instructions to Bidders)
2. DIR Registration Required (See Instructions to Bidders and General Conditions)

G. **INSURANCE & BOND REQUIREMENTS**

See General Conditions Article 11

1. Demo, Grading, and AC Paving scope requires a Bid Bond with bid, and will require Payment and Performance Bonds if awarded the project.
2. Backstops, Fencing and Gates scope requires a Bid Bond with bid, and will Payment and Performance Bonds if awarded the project.
3. Concrete Pavement scope does not require a Bid Bond. However Payment and Performance Bonds remain a requirement if Awarded.

H. **SUBSTITUTIONS**

See Instructions to Bidder and General Conditions

I. **BID DOCUMENTS**

1. Required bid submission documents:  
See Instructions to Bidders (Checklist of Mandatory Bid Forms)

J. **BID DATE, TIME, and LOCATION**

Bid Date & Time:

1. Demo, Grading and AC Paving: **Tuesday, September 14, 2021, 12:00pm**  
(to be corrected in Bid Clarification #2)
2. Backstop, Fencing and Gates: **Tuesday, September 14, 2021, 11:00am**
3. Concrete Pavement: **Tuesday, September 14, 2021, 12:00pm**

On the day of the bid, bids will be received at:

LUHSD Maintenance and Transportation Facility  
19 Oak Street, Brentwood, CA 94513

**DO NOT SUBMIT BIDS TO Lathrop Construction Associates.**

K. **AVAILABILITY OF BIDDING DOCUMENTS**

An electronic file of **Bidding Documents** may be obtained at no charge by sending an email to: maria.galligan@lathropconstruction.com or by calling 707-746-8000. Bidding Documents are also available on the Liberty Union High School District website.

K. **BID CLARIFICATIONS / ADDENDA**

Requests for clarification of any portion of the Contract Documents must be made in writing to Paul Melloni with the Liberty Union High School District. To be considered, all such requests must be received no later than seven (3) working days prior to the bid opening.

- a. By e-mail [mellonip@luhsd.net](mailto:mellonip@luhsd.net)

Responses will be provided to all attendees of the mandatory pre-bid conference by Bid Clarification.

**BID CLARIFICATION NO. 2** (to be issued this week):

Bid Clarification No. 2 will include:

- a. Mandatory Pre-Bid sign in sheets

L. **SITE VISIT**

If you wish to schedule a second tour of the existing conditions, contact Barbara Tittle (barbara.tittle@lathropconstruction.com) to schedule a visit at a later date.

M. **QUESTIONS (from Pre-Bid Conference)**

Question: Are bidders required to project Builder's Risk insurance.

Answer: No. Builder's Risk will be excluded from all bidders.

Question: At Varsity Field who is responsible for relocating the existing wood shed.

Answer: The District will temporarily relocate the existing wood shed to another location so that the improvements can be completed. The District will also be responsible for relocating the existing wood shed after the improvements are completed.

Question: Who is responsible for removing the electrical / AV equipment from the existing backstops prior to demolition occurring.

Answer: The District will remove the electrical / AV equipment from the backstops prior to the demolition occurring.

Question: Who will provide existing utility locating services?

Answer: Contractors do not need to provide utility locating services. The District will hire a utility locator and will provide a survey to the contractors for their use.

Question: Who pays for utilities that are damaged when digging posts.

Answer: If utilities are not known or identified prior to excavation, then they will be considered unforeseen and the Contractor will not be responsible for damage to the unforeseen utility. If the utilities are known or identified prior to excavation work and the utility are damaged, the costs for repair will be the responsibility of the contractor that damaged the known utility.

Distribution: All Present



September 7, 2021

Sign In sheet for  
 LUHSD  
 Liberty High School Baseball Backstop  
 Replacement Project

**MANDATORY PRE-BID CONFERENCE**

<b>Name of Representative</b>	<b>Company Name</b>	<b>Phone Number</b>	<b>E-mail</b>
1. Paul Melloni Dir. Of Maint. & Facilities	OWNER LUHSD	925-634-2166	mellonip@luhsd.net
2. Anthony D'Amante Project Manager	CM Lathrop Construction Associates, Inc.	707-746-8000	aed@lathropconstruction.com
3. Rex Yates	AAA Fence Company, Inc.	408-727-5465	rex@aaafenceco.com
4. Chris Allison	ALB, Inc.	925-427-1199	chris@albinc.com
5. Vince Graziano	Berkeley Cement, Inc.	925-360-7723	vince.graziano@bciconcrete.com
6. Michael Hill	Calco Fence, Inc.	925-449-5081	mike@calcofenceinc.com
7. Casey Curtin	Consolidated Engineering, Inc.	925-752-5366	casey@conenginc.net
8. Sebastian Sepa & Jeff Petersen	Crusader Fence	916-257-0020	jeff@crusaderfence.com
9. Jim Rogers	EF Brett and Co., Inc.	415-524-8351	adamc@efbrett.com
10. Jesus Pedroza	Frontline Construction	510-520-2464	jp@frontlinegeneralconstruction.com
11. Nick Chavez	Golden Bay Fence Plus Iron Works, Inc.	209-944-9754	nchavez@goldenbayfence.com
12. Ashley Wilson	GoodLand Landscape Contractors, Inc.	209-835-9956	awilson@goodlandca.com

## Bid Clarification #2

13. Patrick Madden	Kerex Engineering	347-613-5788	patrick@kerexengineering.com
14. Tony Borges	Pisor Fence Division, Inc.	916-726-1173	tborges@pisorfence.net
15. Doug Maher	R&R Maher Constr. Co., Inc.	707-552-0330	doug@maherconcrete.com
16. Roy Selway	Selway Construction	408-422-2162	phil@selwayconstruction.com
17. Forrest Williams	Silicon Valley Paving, Inc.	408-286-9101	forrest@svpinc.com
18. Duy Truong	Sposeto Engineering, Inc.	925-443-4200	duyt@sposetoengineering.com
19. Rebecca Baker	TerraMark General Engineering Contractors	408-896-9334	bid@terramark-contractors.com
20. Brian Swisher	Wayne E Swisher Cement Contractors, Inc.	925-766-6367	brian@swishercement.com

**NOTICE INVITING BIDS**

**LIBERTY UNION HIGH SCHOOL DISTRICT**

NOTICE IS HEREBY GIVEN that the Liberty Union High School District, acting by and through its Governing Board, hereinafter referred to as “District”, will receive prior to ~~11:00 AM~~ **12:00 PM** on September 14, 2021 sealed bids for the award of a Contract for the following:

BID NO. U2123L

**Liberty High School Baseball Backstop Replacement Project**

**Demo, Grading and AC Paving Scope of Work (as described below):**

Provide all labor, equipment and materials to complete the demolition, grading, base at concrete, infield fines, and AC paving scopes of work associated with the new Varsity Baseball and JV Baseball Backstop Replacement Project as shown on the plans, in accordance with the General Conditions, Supplementary Conditions, General Requirements and as required by Specification Sections; 31 1000 – Site Clearing, 31 2200 – Grading, 32 1216 – Asphalt Concrete Paving and Base, and 32 1726 – Tactile Warning Surfaces.

Demo, grading and AC paving specific work inclusions and exclusions are noted in the Bid Form.

**Liberty High School Baseball Backstop Replacement Project**

**Demo, Grading and AC Paving Scope of Work**

All bids shall be made and presented only on the forms presented by the District. Bids shall be received in the Office of the LUHSD Maintenance and Transportation Facility, at 19 Oak Street, Brentwood, California 94513 and shall be opened and publicly read aloud at the above state time and place. Any bids received after the time specified above or after any extensions due to material changes shall be returned unopened.

The Contract Time is 92 calendar days (as reflected in the Overall Project Schedule document).

CONTRACTOR should consult the General Conditions, Supplementary Conditions, and General Requirements regarding Milestones and Liquidated Damages.

**BID FORM**

**FOR**

**Liberty High School Baseball Backstop Replacement Project  
Demo, Grading and AC Paving Scope of Work  
850 Second Street, Brentwood, CA 94513**

**Project No. 1923.00**

**Bid No. U2123L**

**FOR**

**LIBERTY UNION HIGH SCHOOL DISTRICT**

CONTRACTOR  
NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_  
\_\_\_\_\_

TELEPHONE: (       ) \_\_\_\_\_

FAX: (       ) \_\_\_\_\_

EMAIL \_\_\_\_\_

TO: Liberty Union High School District, acting by and through its Governing Board, herein called "District".

1. Pursuant to and in compliance with your Notice Inviting Bids and other documents relating thereto, the undersigned bidder, having familiarized himself with the terms of the Contract, the local conditions affecting the performance of the Contract, the cost of the work at the place where the work is to be done, with the Drawings and Specifications, and other Contract Documents, hereby proposes and agrees to perform within the time stipulated, the Contract, including all of its component parts, and everything required to be performed, including its acceptance by the District, and to provide and furnish any and all labor, materials, tools, expendable equipment, and utility and transportation services necessary to perform the Contract and complete all of the Work in a workmanlike manner required in connection with the construction of:

**LIBERTY HIGH SCHOOL BASEBALL BACKSTOP REPLACEMENT – DEMO, GRADING AND AC PAVING (as described below):**

Provide all labor, equipment, and materials to complete the demolition, grading, base at concrete, infield fines, and AC paving scopes of work associated with the new Varsity Baseball and JV Baseball Backstop Replacement Project as shown on the plans, in accordance with the General Conditions, Supplementary Conditions, General Requirements, and as required by Specification Sections; 31 1000 – Site Clearing, 31 2200 – Grading, 32 1216 – Asphalt Concrete Paving and Base, and 32 1726 – Tactile Warning Surfaces.

Work Includes:

- Comply with "Tree Preservation Standards" on L1.2
- Removal of existing Varsity and JV backstops, fencing, and gates and related backstop and fencing foundations
- All backfill and grading that is related to the demolition of existing backstops, fencing, gate posts, and gate post footings.
- All concrete and asphalt demolition work
- All required grading for new work.
- Subgrade preparation of new concrete and asphalt concrete paving areas
- Aggregate base at new concrete and asphalt concrete paving.
- Excavation/prep for thickened concrete edge per 1/L1.2 (concrete by others).
- AC paving edge where required (see A-1.3).
- All asphalt concrete paving.
- Asphalt plug at edge of new concrete at JV Field.
- All tactile warning surfaces that occur in asphalt concrete paving at Varsity Baseball Field
- Furnish, place and grade 10 cys of new infield fines with mirafi fabric at each baseball diamond (20 cys total) at areas where new backstops have been installed. This work item addresses Key Note #3 on sheet L1.0 and L1.1.
- Construct new bull pen mound with existing soil and new infield fines at JV Baseball Field.
- Load, relocated and spread fence post hole spoils (generated and stockpiled at each baseball diamond by others) at existing dirt area at the North end of LHS Football Stadium.
- Cleanup and removal from site of all debris generated by the scope of this contract. Excess clean spoils maybe placed and spread at the dirt area at the North end of the LHS Football Stadium.
- At each field, provide 1 temporary toilets and 1 wash stations for the work of this contract and other trades working on this project (include 3-month rental).
- SWPPP measures at inlets and perimeter of work areas and removal at end of project.
- Work to be completed based on the dates and durations noted in the Overall Project Schedule document.

**LIBERTY HIGH SCHOOL BASEBALL BACKSTROP REPLACEMENT – DEMO, GRADING AND AC PAVING (as described below) (continued from page 20):**

Work Excludes:

- Removal and salvage of existing wall padding at Varsity Field.
- All new chain link fencing and gates and backstops.
- Excavation, reinforcing, and concrete for new backstops, fencing and gate posts.
- All irrigation and landscaping.
- All new concrete and concrete reinforcement (this does not exclude subgrade prep and base at new concrete areas).
- All pavement markings and signs.
- Tactile warning surfaces that occur in concrete pavement.
- Temporary removal, relocation, and reinstallation of existing bleachers for work to be completed.
- Surveying the scope of this contract (District furnished surveyor).
- Baseball bases and pitching rubbers.
- Players benches.
- "Tree Protection" and tree arborist per L1.2.
- **Builder's Risk Insurance**
- **Existing utilities survey (District to hire others to perform survey)**
- **Removal of electrical / AV from existing backstops (District to remove electrical / AV from backstops prior to demolition work occurring)**
- **Relocation (out/back) of existing wood shed at Varsity Field (to be relocated by District)**

BID NO. U2123L

**Liberty High School Baseball Backstop Replacement Project  
Demo, Grading and AC Paving Scope of Work**

in the District described above, all in strict conformance with the drawings and other Contract Documents on file at the Facilities Office of said District for amounts set forth herein.

2. BIDDER ACKNOWLEDGES THE FOLLOWING ADDENDUM **BID CLARIFICATION:**

Number	Number	Number	Number	Number	Number	Number	Number
_____	_____	_____	_____	_____	_____	_____	_____

Acknowledge the inclusion of all addenda issued prior to bid in the blanks provided above. Your failure to do so may render your bid non-responsive.

3. TOTAL CASH PURCHASE PRICE IN WORDS & NUMBERS:

\_\_\_\_\_ DOLLARS  
(\$ \_\_\_\_\_)

4. ALTERNATE BIDS: The following amounts shall be added to or deducted from the Base Bid at the District's option. Alternates are fully described in the Specifications. **N/A**

5. TIME FOR COMPLETION: The District may give a notice to proceed within ninety (90) days of the award of the bid by the District. Once the Contractor has received the notice to proceed, the Contractor shall complete the work in the time specified in the Agreement. By submitting this bid, Contractor has thoroughly studied this Project and agrees that the Contract Time for this Project is adequate for the timely and proper completion of the Project. Further, Contractor has included in the analysis of the time required for this Project, Rain Days, Governmental Delays, and the requisite time to complete Punch List.

In the event that the District desires to postpone giving the notice to proceed beyond this ninety (90) day period, it is expressly understood that with reasonable notice to the Contractor, giving the notice to proceed may be postponed by the District. It is further expressly understood by the Contractor, that the Contractor shall not be entitled to any claim of additional compensation as a result of the postponement of giving the notice to proceed.

If the Contractor believes that a postponement will cause a hardship to it, the Contractor may terminate the contract with written notice to the District within ten (10) days after receipt by the Contractor of the District's notice of postponement. Should the Contractor terminate the Contract as a result of a notice of postponement, the District shall have the authority to award the Contract to the next lowest responsible bidder, if applicable.

It is understood that the District reserves the right to reject any or all bids and/or waive any irregularities or informalities in this bid or in the bid process. The Contractor understands that it may not withdraw this bid for a period of ninety (90) days after the date set for the opening of bids.

6. Attached is bid security in the amount of not less than ten percent (10%) of the bid:

Bid bond (10% of the Bid), certified check, or cashier's check (circle one)

7. The required List of Designated Subcontractors is attached hereto.

8. The required Non-Collusion Declaration is attached hereto.

9. The Substitution Request Form, if applicable, is attached hereto.

10. It is understood and agreed that if written notice of the acceptance of this bid is mailed, telegraphed, or delivered to the undersigned after the opening of the bid, and within the time this bid is required to remain open, or at any time thereafter before this bid is withdrawn, the undersigned will execute and deliver to the District a Contract in the form attached hereto in accordance with the bid as accepted, and that he or she will also furnish and deliver to the District the Performance Bond and Payment Bond, all within five (5) calendar days after award of Contract, and that the work under the Contract shall be commenced by the undersigned bidder, if awarded the Contract, by the start date provided in the District's Notice to Proceed, and shall be completed by the Contractor in the time specified in the Contract Documents.

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

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

(IMPORTANT NOTICE: If bidder or other interested person is a corporation, state the legal name of such corporation, as well as the names of the president, secretary, treasurer, and manager thereof; if a co-partnership, state the true names of the firm, as well as the names of all individual co-partners comprising the firm; if bidder or other interested person is an individual, state the first and last names in full.)

12. PROTEST PROCEDURES. If there is a bid protest, the grounds shall be submitted as set forth in the Instructions to Bidders.

13. The undersigned bidder shall be licensed and shall provide the following California Contractor’s license information:

License Number: \_\_\_\_\_

License Expiration Date: \_\_\_\_\_

Name on License: \_\_\_\_\_

Class of License: \_\_\_\_\_

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

If the bidder is a joint venture, each member of the joint venture must include the above information.

14. Time is of the essence regarding this Contract, therefore, in the event the bidder to whom the Contract is awarded fails or refuses to post the required bonds and return executed copies of the Agreement form within five (5) calendar days from the date of receiving the Notice of Award, the District may declare the bidder’s bid deposit or bond forfeited as damages.

15. The bidder declares that he/she has carefully examined the location of the proposed Project, that he/she has examined the Contract Documents, including the Plans, General Conditions, Supplemental Conditions, Addenda, and Specifications, all others documents and requirements that are attached to and/or contained in the Project Manual, all other documents issued to bidders and read the accompanying instructions to bidders, and hereby proposes and agrees, if this proposal is accepted, to furnish all materials and do all work required to complete the said work in accordance with the Contract Documents, in the time and manner therein prescribed for the unit cost and lump sum amounts set forth in this Bid Form.

16. DEBARMENT. In addition to seeking remedies for False Claims under Government Code section 12650 et seq. and Penal Code section 72, the District may debar a Contractor pursuant to Article 15 of the General Conditions if the Board, or the Board may designate a hearing officer who, in his or her discretion, finds the Contractor has done any of the following:

- a. Intentionally or with reckless disregard, violated any term of a contract with the District;
- b. Committed an act or omission which reflects on the Contractor’s quality, fitness or capacity to perform work for the District;



c. Committed an act or offense which indicates a lack of business integrity or business honesty; or

d. Made or submitted a false claim against the District or any other public entity. (See Government Code section 12650, et seq., and Penal Code section 72)

17. DESIGNATION OF SUBCONTRACTORS. In compliance with the Subletting and Subcontracting Fair Practices Act (California Public Contract Code section 4100 et seq.) and any amendments thereof, each bidder shall list subcontractors on the District’s form Subcontractor list. This subcontractor list shall be submitted with the bid and is a required form

I agree to receive service of notices at the e-mail address listed below.

I the below-indicated bidder, declare under penalty of perjury that the information provided and representations made in this bid are true and correct.

\_\_\_\_\_  
Proper Name of Company

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

\_\_\_\_\_  
Street Address

\_\_\_\_\_  
City, State, and Zip

( ) \_\_\_\_\_  
Phone Number

( ) \_\_\_\_\_  
Fax Number

\_\_\_\_\_  
E-Mail

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Signature of Bidder Representative

**NOTE:** If bidder is a corporation, the legal name of the corporation shall be set forth above together with the signature of authorized officers or agents and the document shall bear the corporate seal; if bidder is a partnership, the true name of the firm shall be set forth above, together with the signature of the partner or partners authorized to sign contracts on behalf of the partnership; and if bidder is an individual, his signature shall be placed above.

All signatures must be made in permanent blue ink.

**BID FORM**

**FOR**

**Liberty High School Baseball Backstop Replacement Project  
Backstops, Fencing and Gates Scope of Work  
850 Second Street, Brentwood, CA 94513**

**Project No. 1923.00**

**Bid No. U2122L**

**FOR**

**LIBERTY UNION HIGH SCHOOL DISTRICT**

CONTRACTOR  
NAME:

---

ADDRESS:

---

---

TELEPHONE:

(       ) \_\_\_\_\_

FAX:

(       ) \_\_\_\_\_

EMAIL

---

TO: Liberty Union High School District, acting by and through its Governing Board, herein called "District".

1. Pursuant to and in compliance with your Notice Inviting Bids and other documents relating thereto, the undersigned bidder, having familiarized himself with the terms of the Contract, the local conditions affecting the performance of the Contract, the cost of the work at the place where the work is to be done, with the Drawings and Specifications, and other Contract Documents, hereby proposes and agrees to perform within the time stipulated, the Contract, including all of its component parts, and everything required to be performed, including its acceptance by the District, and to provide and furnish any and all labor, materials, tools, expendable equipment, and utility and transportation services necessary to perform the Contract and complete all of the Work in a workmanlike manner required in connection with the construction of:

**LIBERTY HIGH SCHOOL BASEBALL BACKSTOP REPLACEMENT PROJECT  
BACKSTOPS, FENCING AND GATES SCOPE OF WORK:**

Provide all labor, equipment, and materials to complete the new Backstops, Fencing and Gates scope of work associated with the new Varsity Baseball and JV Baseball Backstop Replacement Project as shown on the plans, in accordance with the General Conditions, Supplementary Conditions, General Requirements and as required by Specification Sections; 03 2000 – Concrete Reinforcing (as it applies to post foundation reinforcing), 03 3000 - Cast-In-Place Concrete (as it applies to post foundation concrete), 05 1100 Structural and Miscellaneous Steel (as it applies to base plates, steel fence posts, welding to the base plate, bolt holes in the base plates, anchor bolts, and high strength grout), 32 3113 – Chain Link Fences and Gates.

Work Includes: All new chain link backstops, fences and gates at the existing Varsity Baseball and JV Baseball diamonds (and fencing at JV Bull Pen area).

- Layout (surveying provided by others).
- Excavation, reinforcing, and concrete for new backstop, fencing, and gate posts. Includes aggregate base at bottom of backstop footing and pier footings per 3/L1.3 and 3/S-0.1.
- All gate hardware identified on the plans and required by the specifications (including but not limited to panic hardware, hinges, hydraulic hinges, latches, etc.).
- Backstop planks, including painting.
- Placement of spoils from backstop and fence post excavations in one pile/location at each baseball diamond near home plate for relocation by others.
- Cleanup and removal from site of all debris generated by the scope of this contract including but not limited to excess chain link materials and concrete placement cleanout debris.
- Work to be completed based on the dates and durations noted in the Overall Project Schedule document.

Work Excludes: Removal of existing Varsity and Junior Varsity backstops, fencing, and gates and related backstop and fencing foundations that are identified to be removed on the plans.

- All backfill and grading related demolition of existing backstops and fencing posts and related to new work.
- All concrete demolition work.
- Removal of existing wall padding at Varsity backstop.
- All concrete flatwork, this does not exclude new concrete at post footings for new backstops, fencing, and gates.
- All asphalt paving.
- Infield fines work.
- Players benches.
- Surveying for placement of new backstops, fencing and gates.
- Painting, except backstop planks.
- Regrading or improvements to baseball diamonds other than backstops, fencing and gate work.
- Irrigation and landscaping.
- Key cores (keying by District).
- Temporary toilet and wash stations (to be provided by others).
- Temporary construction/safety/security fencing (to be provided by others).
- **Builder's Risk Insurance**
- **Existing utilities survey (District to hire others to perform survey)**

BID NO. U2122L

Liberty High School Baseball Backstop Replacement Project

Backstops, Fencing and Gates Scope of Work

in the District described above, all in strict conformance with the drawings and other Contract Documents on file at the Facilities Office of said District for amounts set forth herein.

2. BIDDER ACKNOWLEDGES THE FOLLOWING ADDENDUM BID CLARIFICATION:

Number	Number	Number	Number	Number	Number	Number	Number
_____	_____	_____	_____	_____	_____	_____	_____

Acknowledge the inclusion of all addenda issued prior to bid in the blanks provided above. Your failure to do so may render your bid non-responsive.

3. TOTAL CASH PURCHASE PRICE IN WORDS & NUMBERS:

\_\_\_\_\_ DOLLARS  
(\$ \_\_\_\_\_)

4. ALTERNATE BIDS: The following amounts shall be added to or deducted from the Base Bid at the District’s option. Alternates are fully described in the Specifications. N/A

5. TIME FOR COMPLETION: The District may give a notice to proceed within ninety (90) days of the award of the bid by the District. Once the Contractor has received the notice to proceed, the Contractor shall complete the work in the time specified in the Agreement. By submitting this bid, Contractor has thoroughly studied this Project and agrees that the Contract Time for this Project is adequate for the timely and proper completion of the Project. Further, Contractor has included in the analysis of the time required for this Project, Rain Days, Governmental Delays, and the requisite time to complete Punch List.

In the event that the District desires to postpone giving the notice to proceed beyond this ninety (90) day period, it is expressly understood that with reasonable notice to the Contractor, giving the notice to proceed may be postponed by the District. It is further expressly understood by the Contractor, that the Contractor shall not be entitled to any claim of additional compensation as a result of the postponement of giving the notice to proceed.

If the Contractor believes that a postponement will cause a hardship to it, the Contractor may terminate the contract with written notice to the District within ten (10) days after receipt by the Contractor of the District’s notice of postponement. Should the Contractor terminate the Contract as a result of a notice of postponement, the District shall have the authority to award the Contract to the next lowest responsible bidder, if applicable.

It is understood that the District reserves the right to reject any or all bids and/or waive any irregularities or informalities in this bid or in the bid process. The Contractor understands that it may not withdraw this bid for a period of ninety (90) days after the date set for the opening of bids.

6. Attached is bid security in the amount of not less than ten percent (10%) of the bid:

Bid bond (10% of the Bid), certified check, or cashier's check (circle one)

- 7. The required List of Designated Subcontractors is attached hereto.
- 8. The required Non-Collusion Declaration is attached hereto.
- 9. The Substitution Request Form, if applicable, is attached hereto.
- 10. It is understood and agreed that if written notice of the acceptance of this bid is mailed, telegraphed, or delivered to the undersigned after the opening of the bid, and within the time this bid is required to remain open, or at any time thereafter before this bid is withdrawn, the undersigned will execute and deliver to the District a Contract in the form attached hereto in accordance with the bid as accepted, and that he or she will also furnish and deliver to the District the Performance Bond and Payment Bond, all within five (5) calendar days after award of Contract, and that the work under the Contract shall be commenced by the undersigned bidder, if awarded the Contract, by the start date provided in the District's Notice to Proceed, and shall be completed by the Contractor in the time specified in the Contract Documents.

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

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(IMPORTANT NOTICE: If bidder or other interested person is a corporation, state the legal name of such corporation, as well as the names of the president, secretary, treasurer, and manager thereof; if a co-partnership, state the true names of the firm, as well as the names of all individual co-partners comprising the firm; if bidder or other interested person is an individual, state the first and last names in full.)

12. PROTEST PROCEDURES. If there is a bid protest, the grounds shall be submitted as set forth in the Instructions to Bidders.

13. The undersigned bidder shall be licensed and shall provide the following California Contractor's license information:

License Number: \_\_\_\_\_

License Expiration Date: \_\_\_\_\_

Name on License: \_\_\_\_\_

Class of License: \_\_\_\_\_

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

If the bidder is a joint venture, each member of the joint venture must include the above information.

14. Time is of the essence regarding this Contract, therefore, in the event the bidder to whom the Contract is awarded fails or refuses to post the required bonds and return executed copies of the Agreement form within five (5) calendar days from the date of receiving the Notice of Award, the District may declare the bidder's bid deposit or bond forfeited as damages.

15. The bidder declares that he/she has carefully examined the location of the proposed Project, that he/she has examined the Contract Documents, including the Plans, General Conditions, Supplemental Conditions, Addenda, and Specifications, all others documents and requirements that are attached to and/or contained in the Project Manual, all other documents issued to bidders and read the accompanying instructions to bidders, and hereby proposes and agrees, if this proposal is accepted, to furnish all materials and do all work required to complete the said work in accordance with the Contract Documents, in the time and manner therein prescribed for the unit cost and lump sum amounts set forth in this Bid Form.

16. DEBARMENT. In addition to seeking remedies for False Claims under Government Code section 12650 et seq. and Penal Code section 72, the District may debar a Contractor pursuant to Article 15 of the General Conditions if the Board, or the Board may designate a hearing officer who, in his or her discretion, finds the Contractor has done any of the following:

- a. Intentionally or with reckless disregard, violated any term of a contract with the District;
- b. Committed an act or omission which reflects on the Contractor's quality, fitness or capacity to perform work for the District;
- c. Committed an act or offense which indicates a lack of business integrity or business honesty; or
- d. Made or submitted a false claim against the District or any other public entity. (See Government Code section 12650, et seq., and Penal Code section 72)

17. DESIGNATION OF SUBCONTRACTORS. In compliance with the Subletting and Subcontracting Fair Practices Act (California Public Contract Code section 4100 et seq.) and any amendments thereof, each bidder shall list subcontractors on the District's form Subcontractor list. This subcontractor list shall be submitted with the bid and is a required form

I agree to receive service of notices at the e-mail address listed below.

I the below-indicated bidder, declare under penalty of perjury that the information provided and representations made in this bid are true and correct.

\_\_\_\_\_  
Proper Name of Company

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

\_\_\_\_\_  
Street Address

\_\_\_\_\_  
City, State, and Zip

( )  
\_\_\_\_\_  
Phone Number

( )  
\_\_\_\_\_  
Fax Number

\_\_\_\_\_  
E-Mail

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Signature of Bidder Representative

**NOTE:** If bidder is a corporation, the legal name of the corporation shall be set forth above together with the signature of authorized officers or agents and the document shall bear the corporate seal; if bidder is a partnership, the true name of the firm shall be set forth above, together with the signature of the partner or partners authorized to sign contracts on behalf of the partnership; and if bidder is an individual, his signature shall be placed above.

All signatures must be made in permanent blue ink.

**BID FORM**

**FOR**

**Liberty High School Baseball Backstop Replacement Project**

**Concrete Pavement**

**850 Second Street, Brentwood, CA 94513**

**Project No. 1923.00**

**FOR**

**LIBERTY UNION HIGH SCHOOL DISTRICT**

CONTRACTOR  
NAME:

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ADDRESS:

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TELEPHONE:

(       )  

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FAX:

(       )  

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EMAIL

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TO: Liberty Union High School District, acting by and through its Governing Board, herein called "District".

1. Pursuant to and in compliance with your Notice of Informal Bid and other documents relating thereto, the undersigned bidder, having familiarized himself with the Drawings and Specifications, hereby proposes and agrees to perform within the time stipulated everything required to be performed, including its acceptance by the District, and to provide and furnish any and all labor, materials, tools, expendable equipment, and utility and transportation services necessary to perform and complete all of the work in a workmanlike manner required in connection with the construction of:

## **LIBERTY HIGH SCHOOL BASEBALL BACKSTOP REPLACEMENT PROJECT**

### **CONCRETE PAVEMENT SCOPE OF WORK (as described below):**

Provide all labor, equipment, and materials to complete the concrete flatwork scope of work associated with the new Varsity Baseball and JV Baseball Backstop Replacement Project as shown on the plans, in accordance with the General Conditions, Supplementary Conditions, General Requirements and as required by Specification Sections; 03 1000 – Concrete Forming and Accessories, 03 2000 – Concrete Reinforcing, 03 3000 Cast-In-Place Concrete, - 32 1313 – Concrete Paving and 32 1726 – Tactile Warning Surfaces.

#### Work Includes:

- All concrete flatwork (pavement, concrete field header) at the existing Varsity Baseball Field and the existing JV Baseball Field.
- All concrete reinforcing associated with the concrete flatwork.
- All concrete joint sealants.
- All tactile warning surfaces that occur in concrete at JV Baseball Field.
- Furnish, excavate, set, and placement of the Players Benches at the JV Baseball Field (see 2/L1.4).
- Cleanup and removal from site of all debris generated by the scope of this contract including but not limited to forming materials, concrete spoils, concrete placement cleanout debris, etc.
- Adjusting of District furnished concrete valve boxes to grade, see Keynote #4 on Sheet L1.1.
- Work to be completed based on the dates and durations noted in the Overall Project Schedule document.
- **Payment and Performance Bonds (Bid Bond is not required).**

#### Work Excludes:

- All existing concrete demolition work.
- All demolition of existing backstops and fencing.
- All new chain link fencing, gates and backstops and associated post foundations.
- All grading, subgrade prep, and placement of base under concrete pavement.
- All asphalt concrete paving and base work.
- All irrigation and landscaping.
- All pavement markings and signs.
- Tactile warning surfaces that occur in asphalt concrete paving surfaces.
- Temporary relocation of existing bleachers for work to be completed.
- Surveying the scope of this contract (district furnished surveyor).
- Baseball bases and pitching rubbers.
- All infield fines work.
- SWPPP measures.
- Temporary toilet and wash stations to be provided by others.
- **Builder's Risk Insurance**
- **Existing utilities survey (District to hire others to perform survey)**

BID NO. U2123L

**Liberty High School Baseball Backstop Replacement Project**

**Concrete Pavement Scope of Work**

in the District described above, all in strict conformance with the drawings and specifications on file at the Facilities Office of said District for amounts set forth herein.

2. TOTAL CASH PURCHASE PRICE IN WORDS & NUMBERS:

\_\_\_\_\_ DOLLARS

(\$ \_\_\_\_\_)

3. TIME FOR COMPLETION: The District may give a notice to proceed within ninety (90) days of the award of the bid by the District. Once the Contractor has received the notice to proceed, the Contractor shall complete the work in the time specified in the Agreement. By submitting this bid, Contractor has thoroughly studied this Project and agrees that the Contract Time for this Project is adequate for the timely and proper completion of the Project. Further, Contractor has included in the analysis of the time required for this Project, Rain Days, Governmental Delays, and the requisite time to complete Punch List.

In the event that the District desires to postpone giving the notice to proceed beyond this ninety (90) day period, it is expressly understood that with reasonable notice to the Contractor, giving the notice to proceed may be postponed by the District. It is further expressly understood by the Contractor, that the Contractor shall not be entitled to any claim of additional compensation as a result of the postponement of giving the notice to proceed.

If the Contractor believes that a postponement will cause a hardship to it, the Contractor may terminate the contract with written notice to the District within ten (10) days after receipt by the Contractor of the District's notice of postponement. Should the Contractor terminate the Contract as a result of a notice of postponement, the District shall have the authority to award the Contract to the next lowest responsible bidder, if applicable.

It is understood that the District reserves the right to reject any or all bids and/or waive any irregularities or informalities in this bid or in the bid process. The Contractor understands that it may not withdraw this bid for a period of ninety (90) days after the date set for the opening of bids.

4. It is understood and agreed that if written notice of the acceptance of this bid is mailed, telegraphed, or delivered to the undersigned after the opening of the bid, and within the time this bid is required to remain open, or at any time thereafter before this bid is withdrawn, the undersigned will execute and deliver to the District a Contract in the form attached hereto in accordance with the bid as accepted, all within five (5) calendar days after award of Contract, and that the work under the Contract shall be commenced by the undersigned bidder, if awarded the Contract, by the start date provided in the District's Notice to Proceed, and shall be completed by the Contractor in the time specified in the Contract Documents.

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

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

(IMPORTANT NOTICE: If bidder or other interested person is a corporation, state the legal name of such corporation, as well as the names of the president, secretary, treasurer, and manager thereof; if a co-partnership, state the true names of the firm, as well as the names of all individual co-partners comprising the firm; if bidder or other interested person is an individual, state the first and last names in full.)

6. The undersigned bidder shall be licensed and shall provide the following California Contractor’s license information:

License Number: \_\_\_\_\_  
License Expiration Date: \_\_\_\_\_  
Name on License: \_\_\_\_\_  
Class of License: \_\_\_\_\_  
DIR Registration Number: \_\_\_\_\_

If the bidder is a joint venture, each member of the joint venture must include the above information.

7. The bidder declares that he/she has carefully examined the location of the proposed Project, that he/she has examined the Plans, General Conditions, Supplemental Conditions, Addenda, and Specifications, all others documents and requirements that are attached to and/or contained in the Project Manual, and all other documents issued to bidders and hereby proposes and agrees, if this proposal is accepted, to furnish all materials and do all work required to complete the said work in accordance with the plans and specifications, in the time and manner therein prescribed for the unit cost and lump sum amounts set forth in this Bid Form.

8. DEBARMENT. In addition to seeking remedies for False Claims under Government Code section 12650 et seq. and Penal Code section 72, the District may debar a Contractor pursuant to Article 15 of the General Conditions if the Board, or the Board may designate a hearing officer who, in his or her discretion, finds the Contractor has done any of the following:

- a. Intentionally or with reckless disregard, violated any term of a contract with the District;
- b. Committed an act or omission which reflects on the Contractor’s quality, fitness or capacity to perform work for the District;
- c. Committed an act or offense which indicates a lack of business integrity or business honesty; or

d. Made or submitted a false claim against the District or any other public entity. (See Government Code section 12650, et seq., and Penal Code section 72)

I agree to receive service of notices at the e-mail address listed below.

I the below-indicated bidder, declare under penalty of perjury that the information provided and representations made in this bid are true and correct.

\_\_\_\_\_  
Proper Name of Company

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

\_\_\_\_\_  
Street Address

\_\_\_\_\_  
City, State, and Zip

(\_\_\_\_\_) \_\_\_\_\_  
Phone Number

(\_\_\_\_\_) \_\_\_\_\_  
Fax Number

\_\_\_\_\_  
E-Mail

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Signature of Bidder Representative

**NOTE:** If bidder is a corporation, the legal name of the corporation shall be set forth above together with the signature of authorized officers or agents and the document shall bear the corporate seal; if bidder is a partnership, the true name of the firm shall be set forth above, together with the signature of the partner or partners authorized to sign contracts on behalf of the partnership; and if bidder is an individual, his signature shall be placed above.

All signatures must be made in permanent blue ink.

**PAYMENT BOND**  
**(CALIFORNIA PUBLIC WORK)**

KNOW ALL MEN BY THESE PRESENTS:

THAT WHEREAS, the LIBERTY UNION HIGH SCHOOL DISTRICT (sometimes referred to hereinafter as "Obligee") has awarded to \_\_\_\_\_ (hereinafter designated as the "Principal" or "Contractor"), an agreement for the work described as follows: \_\_\_\_\_ (hereinafter referred to as the "Public Work"); and

WHEREAS, said Contractor is required to furnish a bond in connection with said Contract, and pursuant to California Civil Code section 9550;

NOW, THEREFORE, We, \_\_\_\_\_, the undersigned Contractor, as Principal; and \_\_\_\_\_, a corporation organized and existing under the laws of the State of \_\_\_\_\_, and duly authorized to transact business under the laws of the State of California, as Surety, are held and firmly bound unto the LIBERTY UNION HIGH SCHOOL DISTRICT and to any and all persons, companies, or corporations entitled by law to file stop notices under California Civil Code section 9100, or any person, company, or corporation entitled to make a claim on this bond, in the sum of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_), such sum being not less than one hundred percent (100%) of the total amount payable by said Obligee under the terms of said Contract, for which payment will and truly to be made, we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that if said Principal, its heirs, executors, administrators, successors, or assigns, or subcontractor, shall fail to pay any person or persons named in Civil Code section 9100; or fail to pay for any materials, provisions, or other supplies, used in, upon, for, or about the performance of the work contracted to be done, or for any work or labor thereon of any kind, or for amounts due under the Unemployment Insurance Code, with respect to work or labor thereon of any kind; or shall fail to deduct, withhold, and pay over to the Employment Development Department, any amounts required to be deducted, withheld, and paid over by Unemployment Insurance Code section 13020 with respect to work and labor thereon of any kind, then said Surety will pay for the same, in an amount not exceeding the amount herein above set forth, and in the event suit is brought upon this bond, also will pay such reasonable attorneys' fees as shall be fixed by the court, awarded and taxed as provided in California Civil Code section 9550 et seq.

This bond shall inure to the benefit of any person named in Civil Code section 9100 giving such person or his/her assigns a right of action in any suit brought upon this bond.

It is further stipulated and agreed that the Surety of this bond shall not be exonerated or released from the obligation of the bond by any change, extension of time for performance, addition, alteration or modification in, to, or of any contract, plans, or specifications, or agreement pertaining or relating to any scheme or work of improvement herein above described; or pertaining or relating to the furnishing of labor, materials, or equipment therefor; nor by any change or modification of any terms of payment or extension of time for payment pertaining or relating to any scheme or work of improvement herein above described;

nor by any rescission or attempted rescission of the contract, agreement or bond; nor by any conditions precedent or subsequent in the bond attempting to limit the right of recovery of claimants otherwise entitled to recover under any such contract or agreement or under the bond; nor by any fraud practiced by any person other than the claimant seeking to recover on the bond; and that this bond be construed most strongly against the Surety and in favor of all persons for whose benefit such bond is given; and under no circumstances shall the Surety be released from liability to those for whose benefit such bond has been given, by reason of any breach of contract between the Obligee and the Contractor or on the part of any obligee named in such bond; that the sole condition of recovery shall be that the claimant is a person described in California Civil Code section 9100, and who has not been paid the full amount of his or her claim; and that the Surety does hereby waive notice of any such change, extension of time, addition, alteration or modification herein mentioned.

IN WITNESS WHEREOF this instrument has been duly executed by the Principal and Surety above named, on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

PRINCIPAL/CONTRACTOR:

\_\_\_\_\_

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

SURETY:

\_\_\_\_\_

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

Attorney-in-Fact

IMPORTANT: THIS IS A REQUIRED FORM.

Surety companies executing bonds must possess a certificate of authority from the California Insurance Commissioner authorizing them to write surety insurance defined in California Insurance Code section 105, and if the work or project is financed, in whole or in part, with federal, grant or loan funds, Surety's name must also appear on the Treasury Department's most current list (Circular 570 as amended).

Any claims under this bond may be addressed to:  
(Name and Address of Surety)

(Name and Address of agent or representative for  
service for service of process in California)

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Telephone: \_\_\_\_\_

Telephone: \_\_\_\_\_

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

STATE OF CALIFORNIA )  
 ) ss.  
COUNTY OF )

On \_\_\_\_\_, before me, \_\_\_\_\_, personally appeared \_\_\_\_\_, who proved on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies) as the Attorney-in-Fact of \_\_\_\_\_ (Surety) and acknowledged to me that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

\_\_\_\_\_  
Notary Public in and for said State

(SEAL)

Commission expires: \_\_\_\_\_

NOTE: A copy of the power-of-attorney to local representatives of the bonding company must be attached hereto.

**PERFORMANCE BOND**  
**(CALIFORNIA PUBLIC WORK)**

KNOW ALL MEN BY THESE PRESENTS:

THAT WHEREAS, the LIBERTY UNION HIGH SCHOOL DISTRICT (sometimes referred to hereinafter as "Obligee") has awarded to \_\_\_\_\_ (hereinafter designated as the "Principal" or "Contractor"), an agreement for the work described as follows: \_\_\_\_\_ (hereinafter referred to as the "Public Work"); and

WHEREAS, the work to be performed by the Contractor is more particularly set forth in that certain contract for said Public Work dated \_\_\_\_\_, (hereinafter referred to as the "Contract"), which Contract is incorporated herein by this reference; and

WHEREAS, the Contractor is required by said Contract to perform the terms thereof and to provide a bond both for the performance and guaranty thereof.

NOW, THEREFORE, we, \_\_\_\_\_, the undersigned Contractor, as Principal, and \_\_\_\_\_, a corporation organized and existing under the laws of the State of \_\_\_\_\_, and duly authorized to transact business under the laws of the State of California, as Surety, are held and firmly bound unto the LIBERTY UNION HIGH SCHOOL DISTRICT in the sum of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_), said sum being not less than one hundred percent (100%) of the total amount payable by said Obligee under the terms of said Contract, for which amount well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT, if the bounded Contractor, his or her heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions, and agreements in said Contract and any alteration thereof made as therein provided, on his or her part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their intent and meaning; and shall faithfully fulfill guarantees of all materials and workmanship; and indemnify, defend and save harmless the Obligee, its officers and agents, as stipulated in said Contract, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect.

The Surety, for value received, hereby stipulates and agrees that it shall not be exonerated or released from the obligation of this bond (either by total exonerated or pro tanto) by any change, extension of time, alteration in or addition to the terms of the contract or to the work to be performed there under or the specifications accompanying the same, nor by any change or modification to any terms of payment or extension of time for any payment pertaining or relating to any scheme of work of improvement under the contract. Surety also stipulates and agrees that it shall not be exonerated or released from the obligation of this bond (either by total exonerated or pro tanto) by any overpayment or underpayment by the Obligee that is based upon estimates approved by the Architect. The Surety stipulates and agrees that none of the aforementioned changes, modifications, alterations, additions, extension of time or actions shall in any way affect its obligation on this bond, and it does hereby waive notice of any such changes, modifications,



alterations, additions or extension of time to the terms of the contract, or to the work, or the specifications as well notice of any other actions that result in the foregoing.

Whenever Principal shall be, and is declared by the Obligeo to be, in default under the Contract, the Surety shall promptly either remedy the default, or shall promptly take over and complete the Contract through its agents or independent contractors, subject to acceptance and approval of such agents or independent contractors by Obligeo as hereinafter set forth, in accordance with its terms and conditions and to pay and perform all obligations of Principal under the Contract, including, without limitation, all obligations with respect to warranties, guarantees and the payment of Liquidated Damages; or, at Obligeo's sole discretion and election, Surety shall obtain a bid or bids for completing the Contract in accordance with its terms and conditions, and upon determination by Obligeo of the lowest responsible bidder, arrange for a contract between such bidder and the Obligeo and make available as Work progresses (even though there should be a default or succession of defaults under the contract or contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the "balance of the Contract Price" (as hereinafter defined), and to pay and perform all obligations of Principal under the Contract, including, without limitation, all obligations with respect to warranties, guarantees and the payment of Liquidated Damages. The term "balance of the Contract Price," as used in this paragraph, shall mean the total amount payable to Principal by the Obligeo under the Contract and any modifications thereto, less the amount previously paid by the Obligeo to the Principal, less any withholdings by the Obligeo allowed under the Contract. Obligeo shall not be required or obligated to accept a tender of a completion contractor from the Surety.

Surety expressly agrees that the Obligeo may reject any agent or contractor which may be proposed by Surety in fulfillment of its obligations in the event of default by the Principal. Unless otherwise agreed by Obligeo, in its sole discretion, Surety shall not utilize Principal in completing the Contract nor shall Surety accept a bid from Principal for completion of the work in the event of default by the Principal.

No final settlement between the Obligeo and the Contractor shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

The Surety shall remain responsible and liable for all patent and latent defects that arise out of or relate to the Contractor's failure and/or inability to properly complete the Public Work as required by the Contract and the Contract Documents. The obligation of the Surety hereunder shall continue so long as any obligation of the Contractor remains.

Contractor and Surety agree that if the Obligeo is required to engage the services of an attorney in connection with enforcement of the bond, Contractor and Surety shall pay Obligeo's reasonable attorneys' fees incurred, with or without suit, in addition to the above sum.

In the event suit is brought upon this bond by the Obligeo and judgment is recovered, the Surety shall pay all costs incurred by the Obligeo in such suit, including reasonable attorneys' fees to be fixed by the Court.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

PRINCIPAL/CONTRACTOR:

\_\_\_\_\_

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

SURETY:

\_\_\_\_\_

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

Attorney-in-Fact

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

The total amount of premium charged: \$ \_\_\_\_\_ (This must be filled in by a corporate surety).

**IMPORTANT: THIS IS A REQUIRED FORM.**

Surety companies executing bonds must possess a certificate of authority from the California Insurance Commissioner authorizing them to write surety insurance defined in California Insurance Code section 105, and if the work or project is financed, in whole or in part, with federal, grant or loan funds, Surety's name must also appear on the Treasury Department's most current list (Circular 570 as amended).

Any claims under this bond may be addressed to:

(Name and Address of Surety)

(Name and Address of agent or representative for service for service of process in California)

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Telephone: \_\_\_\_\_

Telephone: \_\_\_\_\_

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

STATE OF CALIFORNIA                    )  
  ) ss.  
COUNTY OF                                    )

On \_\_\_\_\_, before me, \_\_\_\_\_, personally appeared \_\_\_\_\_, who proved on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies) as the Attorney-in-Fact of \_\_\_\_\_ (Surety) and acknowledged to me that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

\_\_\_\_\_  
Notary Public in and for said State  
  
Commission expires: \_\_\_\_\_

(SEAL)

NOTE: A copy of the power-of-attorney to local representatives of the bonding company must be attached hereto.