

BID FORM

FOR

NEW VISITOR BLEACHERS (Inc. 1) at DAVIS HIGH SCHOOL

Bid Package No. 15-11A

FOR

DAVIS JOINT UNIFIED SCHOOL DISTRICT

CONTRACTOR
NAME: Southern Bleacher Company, Inc.

ADDRESS: PO Box One / 801 Fifth St.

Graham TX 76450

TELEPHONE: (940) 549-0733

FAX: (940) 549-1365

EMAIL mcclendon@southernbleacher.com

LICENSE NO. 564497

EXPIRATION
DATE 4-30-17

DIR
REGISTRATION
NO. 1000001223

TO: Davis Joint Unified School District, acting by and through its Governing Board, herein called "Owner".

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 Owner, 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:

**BID PACKAGE NO. 15-11A
NEW VISITOR BLEACHERS**

At

DAVIS HIGH SCHOOL

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

2. BIDDER ACKNOWLEDGES THE FOLLOWING ADDENDUM:

<u>Number One</u>	<u>Number Two</u>	<u>Number Three</u>	<u>Number</u>	<u>Number</u>	<u>Number</u>	<u>Number</u>	<u>Number</u>
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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 BASE BID CASH PURCHASE PRICE IN WORDS & NUMBERS:

Four Hundred Thirty Two Thousand Five Hundred Fifteen and No/100 DOLLARS

(\$ 432,515.00-----)

3a. PROJECT ALLOWANCE (UNFORSEEN CONDITIONS & OWNER CONTINGENCY)

(\$ 30,000)

4. TIME FOR COMPLETION: The Owner may give a notice to proceed within SIXTY (60) days of the award of the bid by the Owner. 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, and the requisite time to complete Punch List.

In the event that the Owner desires to postpone giving the notice to proceed beyond this SIXTY (60) day period, it is expressly understood that with reasonable notice to the Contractor, giving the notice to proceed may be postponed by the Owner. 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.

It is understood that the Owner 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 SIXTY (60) days after the date set for the opening of bids.

5. 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)**

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

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

8. The Substitution Request Form, if applicable, is attached hereto.
9. 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 Owner 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 Owner 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 Owner's Notice to Proceed, and shall be completed by the Contractor in the time specified in the Contract Documents.
10. The names of all persons interested in the foregoing proposal as principals are as follows:

Garrett Pettus - President/Treasurer

Wyatt Pettus - VP/Secretary

(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.)

11. PROTEST PROCEDURES. If there is a bid protest, the grounds shall be submitted as set forth in the Instructions to Bidders.
12. The undersigned bidder shall be licensed and shall provide the following California Contractor's license information:

License Number: 564497

License Expiration Date: 4-30-17

Name on License: Southern Bleacher Company Inc.

Class of License: Class A General Engineering

DIR Registration Number: 1000001223

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

13. 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 Owner may declare the bidder's bid deposit or bond forfeited as damages.
14. The bidder declares that he/she has carefully examined the location(s) of the proposed Project, that he/she has examined the Contract Documents, including the Plans, General Conditions, Supplemental Conditions, Special Conditions, Addenda, Specifications, and all other documents contained in the Project Manual, 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.

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.

Southern Bleacher Company, Inc.

Proper Name of Company

Wyatt Pettus

Name of Bidder Representative

801 Fifth St.

Street Address

Graham TX 76450

City, State, and Zip

(940) 549-0733

Phone Number

(940) 549-1365

Fax Number

gpettus@southernbleacher.com

E-Mail

By:



Date: 3-14-16

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 Package 15-11A

DAVIS JOINT UNIFIED SCHOOL DISTRICT

1919 5th Street, Davis, CA 95616 ♦ FACILITIES PLANNING DEPARTMENT Telephone: (530) 759-2182

Board of Education: Madhavi Sunder ♦ Barbara Archer ♦ Tom Adams ♦ Susan Lovenburg ♦ Alan Fernandes
Superintendent of Schools: Winfred Roberson

ADDENDUM #1

New Visitor Bleachers (Inc. 1 & 2)

at

Davis HS

PN 15-11A

March 3, 2016

TO ALL BIDDERS:

The following changes, omissions, and/or additions to the Proposal shall apply to proposals made for and to the execution of the various parts of the work affected thereby, and all other conditions shall remain the same.

All parties of interest shall take careful note of the addendum so that the proper allowances may be made in strict accordance with the Addendum.

Bidder shall acknowledge receipt of this addendum by signing and attaching this form to the Consultant Proposal. Failure to do so may subject Bidder to disqualification. All other bid criteria shall remain unchanged.

In case of conflict between bid documents and this addendum, this addendum shall govern.

PLAN & SPECIFICATION ADDS/CHANGES:

1. Project Completion Date Changed from August 12, 2016 to September 2, 2016 (140 Days Total)
2. Engineer's Estimate for Project is \$350,000
3. Non-Mandatory Pre-Bid Walk Through Sign-in sheet dated 3-3-2016
4. Modification to Riser Board materials (Screened Chain Link to Aluminum Clad Materials – SK-01) and deletion of chain link fencing behind new bleacher.
5. Contractor Access & Staging Areas (SK-02)
6. Sheet changes listed with in B-1, B-2, B-5 noted with ADDENDA No. 1

Clarification Questions:

Please Note: Bidders who “no bid” items understand this is an “All or Nothing Bid.” This bid will be awarded to the lowest responsive responsible bidder.

Please confirm receipt of this addendum by date, signature this form and on bid proposal form. Contact the undersigned for any additional questions at e-mail address gparker@djud.net or by fax to (530)757-5321

By: George Parker
Director Facilities, Maintenance & Operations

ADDENDA No. 1
New Visitor Bleachers at Davis HS
Davis HS – PN 15-11A

Southern Bleacher Company, Inc.

Company Name



Signature

3-14-16

Date



Bid Package 15-11A

DAVIS JOINT UNIFIED SCHOOL DISTRICT

1919 5th Street, Davis, CA 95616 ♦ FACILITIES PLANNING DEPARTMENT Telephone: (530) 759-2182

Board of Education: Madhavi Sunder ♦ Barbara Archer ♦ Tom Adams ♦ Susan Lovenburg ♦ Alan Fernandes
Superintendent of Schools: Winfred Roberson

ADDENDUM #2

New Visitor Bleachers (Inc. 1 & 2)

at

Davis HS

PN 15-11A

March 8, 2016

TO ALL BIDDERS:

The following changes, omissions, and/or additions to the Proposal shall apply to proposals made for and to the execution of the various parts of the work affected thereby, and all other conditions shall remain the same.

All parties of interest shall take careful note of the addendum so that the proper allowances may be made in strict accordance with the Addendum.

Bidder shall acknowledge receipt of this addendum by signing and attaching this form to the Consultant Proposal. Failure to do so may subject Bidder to disqualification. All other bid criteria shall remain unchanged.

In case of conflict between bid documents and this addendum, this addendum shall govern.

PLAN & SPECIFICATION ADDS/CHANGES:

- 1. Notice of Inviting Bids. Project Completion Date Changed from (2nd adjustment) from September 2, 2016 to September 30 (168 Days Total)**
- 2. Notice of Inviting Bids. Project Schedule.** The District has received an approval for an expedited review from DSA Sacramento for the project. Contractor shall prepare a complete submittal to DSA on or before April 18, 2016, DSA will return SSS, FLS and ACS comments by May 20, 2016. Assumed DSA approval date for the purposes of this bid will be May 27, 2016. The contractor shall be entitled to a non-compensable time extension if DSA Approval occurs after this assumed date and is no fault of the contractor.
- 3. Agreement Form. Article 3- Liquidated Damages.** Delete "the Sum of Two Thousand Dollars (\$2,000) and replace with "One Thousand Dollars (\$1,000).
- 4. General Conditions. Permits Fees and Notices. 3.6.1.1. Add the following:** "If the CCD is related to any Contractor created change or error, the CCD cost will be assessed to the responsible party."
- 5. General Conditions. Submittals. 3.9.1.1. Delete:** "Bleachers" from Deferred Approvals. Bleachers are not a Deferred Approval.
- 6. General Conditions. Project Inspector. 4.3.6. Delete the following in its entirety:** "Contractor, however, is responsible for the cost of travel, housing, food, out of area premiums that may be in the Inspector/Testing Agreement with Owner, or other expenses necessary to ensure proper inspection or testing is provided by a DSA Certified Inspector, Special Inspector, or individual performing tests. In some cases all three (DSA Inspector, Special Inspector, and Testing) may be required. In addition, if the DSA Certified Inspector, Special Inspector, or individual performing test has contractual travel clauses or special rates for out of town inspection, Contractor is responsible for all costs associated with the contractual travel costs in addition to all other costs." Owner shall bear all costs for required inspection.
- 7. General Conditions. Article 8. Time. Liquidated Damages – Reduction from \$2,000/day to \$1,000/day**

Clarification Questions:

Please Note: Bidders who “no bid” items understand this is an “All or Nothing Bid.” This bid will be awarded to the lowest responsive responsible bidder.

Please confirm receipt of this addendum by date, signature this form and on bid proposal form. Contact the undersigned for any additional questions at e-mail address gparker@djUSD.net or by fax to (530)757-5321

By: **George Parker**
Director Facilities, Maintenance & Operations

ADDENDA No. 2
New Visitor Bleachers at Davis HS
Davis HS – PN 15-11A

Southern Bleacher Company, Inc.

Company Name



Signature

3-14-16

Date



Bid Package 15-11A

DAVIS JOINT UNIFIED SCHOOL DISTRICT

1919 5th Street, Davis, CA 95616 ♦ FACILITIES PLANNING DEPARTMENT Telephone: (530) 759-2182

Board of Education: Madhavi Sunder ♦ Barbara Archer ♦ Tom Adams ♦ Susan Lovenburg ♦ Alan Fernandes
Superintendent of Schools: Winfred Roberson

ADDENDUM #3

New Visitor Bleachers (Inc. 1 & 2)

at

Davis HS

PN 15-11A

March 8, 2016

TO ALL BIDDERS:

The following changes, omissions, and/or additions to the Proposal shall apply to proposals made for and to the execution of the various parts of the work affected thereby, and all other conditions shall remain the same.

All parties of interest shall take careful note of the addendum so that the proper allowances may be made in strict accordance with the Addendum.

Bidder shall acknowledge receipt of this addendum by signing and attaching this form to the Consultant Proposal. Failure to do so may subject Bidder to disqualification. All other bid criteria shall remain unchanged.

In case of conflict between bid documents and this addendum, this addendum shall govern.

PLAN & SPECIFICATION ADDS/CHANGES:

- 1. Notice of Inviting Bids. Project Schedule.** The District has received an approval for an expedited review from DSA Sacramento for the project. Contractor shall prepare a complete submittal to DSA on or before April 18, 2016, DSA will return SSS, FLS and ACS comments by May 20, 2016. Assumed DSA approval date for the purposes of this bid will be **June 3, 2016**. The contractor shall be entitled to a non-compensable time extension if DSA Approval occurs after this assumed date and is no fault of the contractor.

Clarification Questions:

Please Note: Bidders who “no bid” items understand this is an “All or Nothing Bid.” This bid will be awarded to the lowest responsive responsible bidder.

Please confirm receipt of this addendum by date, signature this form and on bid proposal form. Contact the undersigned for any additional questions at e-mail address gparker@djUSD.net or by fax to (530)757-5321

By: George Parker
Director Facilities, Maintenance & Operations

ADDENDA No. 3
New Visitor Bleachers at Davis HS
Davis HS – PN 15-11A

Southern Bleacher Company, Inc.

Company Name



Signature

3-15-16

Date



Bid Package 15-11A

DAVIS JOINT UNIFIED SCHOOL DISTRICT

1919 5th Street, Davis, CA 95616 • FACILITIES PLANNING DEPARTMENT Telephone: (530) 759-2182

Board of Education: Madhavi Sunder, Barbara Archer • Tom Adams • Susan Lovenburg • Alan Fernandes
Superintendent of Schools: Winfred Roberson

ADDENDUM #4

New Visitor Bleachers (Inc. 1 & 2)

at

Davis HS

PN 15-11A

March 11, 2016

TO ALL BIDDERS:

The following changes, omissions, and/or additions to the Proposal shall apply to proposals made for and to the execution of the various parts of the work affected thereby, and all other conditions shall remain the same.

All parties of interest shall take careful note of the addendum so that the proper allowances may be made in strict accordance with the Addendum.

Bidder shall acknowledge receipt of this addendum by signing and attaching this form to the Consultant Proposal. Failure to do so may subject Bidder to disqualification. All other bid criteria shall remain unchanged.

In case of conflict between bid documents and this addendum, this addendum shall govern.

PLAN & SPECIFICATION ADDS/CHANGES:

1. **Geologic Hazards and Geotechnical Engineering Services Update, Davis Senior High School Visitor Bleacher.** For reference, please refer to the attached "Geologic Hazards and Geotechnical Engineering Services Update, Davis Senior High School Visitor Bleacher" by Wallace Kuhl & Associates dated October 21, 2015.
2. **Sheet A1.0. Overall Site Plan and Code Analysis.** Delete Sheet A1.0 and substitute with revised A1.0 showing the location of 6 relocated temporary bleachers.

Clarification Questions:

Please Note: Bidders who "no bid" items understand this is an "All or Nothing Bid." This bid will be awarded to the lowest responsive responsible bidder.

Please confirm receipt of this addendum by date, signature this form and on bid proposal form. Contact the undersigned for any additional questions at e-mail address gparker@djUSD.net or by fax to (530)757-5321

By: George Parker
Director Facilities, Maintenance & Operations

15MAR16 10:55:36

**ADDENDA No. 4
New Visitor Bleachers at Davis HS
Davis HS - PN 15-11A**

SOUTHERN BLEACHER COMPANY, INC.
Company Name


Signature

3-16-16
Date

DESIGNATION OF SUBCONTRACTORS FORM

Description & Portion of Work	Name of Subcontractor	Location & Place of Business	License Type and Number	E-Mail & Telephone*	DIR Registration Number*
Installation & Foundations	Mike Russell Const.	13788 Laurel Hill Loop Penn Valley, CA 95946	916530 Class A & B	mrussell4712@ yahoo.com 530-277-6923	1000019726
Electrical	Caber Electric	5721 Callister Ave. Sacramento, CA 95819	Class A, B & C 488646	shockuone@ comcast.net 916-739-6616	1000005899

Description & Portion of Work	Name of Subcontractor	Location & Place of Business	License Type and Number	E-Mail & Telephone*	DIR Registration Number*

* This information must be provided at the time of submission of bid or must be provided within 24 hours after the time set for the opening of bids. Bidders who choose to provide this information within 24 hours after the time set for the opening of bids are solely responsible to ensure the District receives this information in a timely manner. The District is not responsible for any problems or delays associated with emails, faxes, delivery, etc. Absent a verified fax or email receipt date and time by the District, the District's determination of whether the information was received timely shall govern and be determinative. Bidder shall not revise or amend any other information in this form submitted at the time of bid. The information submitted at the time of bid shall govern over any conflicts, discrepancies, ambiguities or other differences in any subsequent Subcontractor Designation Forms submitted by the bidder.

Proper Name of Bidder: Southern Bleacher Company, Inc.
Date: 3-14-16
Name: Wyatt Pettus
Signature of Bidder Representative: 
Address: PO Box One / 801 Fifth St. Graham TX 76450
Phone: 940-549-0733

**CONTRACTOR'S CERTIFICATE REGARDING
WORKERS' COMPENSATION FORM**

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:

1. By being insured against liability to pay compensation by one or more insurers duly authorized to write compensation insurance in this State.
2. By securing from the Director of Industrial Relations a certificate of consent to self-insure, which 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 employees.
3. For any county, city, city and county, municipal corporation, public Owner, public agency, or any political subdivision of the state, including each member of a pooling arrangement under a joint exercise of powers agreement (but not the state itself), by securing from the Director of Industrial Relations a certificate of consent to self-insure against workers' compensation claims, which certificate may be given upon furnishing proof satisfactory to the director of ability to administer workers' compensation claims properly, and to pay workers' compensation claims that may become due to its employees. On or before March 31, 1979, a political subdivision of the state which, on December 31, 1978, was uninsured for its liability to pay compensation, shall file a properly completed and executed application for a certificate of consent to self-insure against workers' compensation claims. The certificate shall be issued and be subject to the provisions of Section 3702.

I am aware of the provisions of 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 provision before commencing the performance of the work of this Contract.



(Signature)

Wyatt Pettus

(Print)

3-14-16

(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 submitted with the Contractor's bid.

NON-COLLUSION DECLARATION

The undersigned declares:

I am the Vice President [Title] of Southern Bleacher Co., Inc. [Name of Company], the party making the foregoing 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 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. 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 3-14-16 [Date], at Graham [City], Texas [State].

Signed: 

Typed Name: Wyatt Pettus

CONTRACTOR/VENDOR REGISTRATION REQUEST FORM

SB 854 - Beginning January 1, 2015, K-12 and community college districts must include provisions in their invitations for bids and contract documents that (1) no contractor or subcontractor may be listed on a bid proposal for a public works project submitted on or after April 1, 2015 unless it has registered with the DIR; (2) no contractor or subcontractor may be awarded a contract on a public works project on or after April 1, 2015 unless it has registered with the DIR; and (3) the project is subject to compliance monitoring and enforcement by the DIR. In anticipation of these deadlines, Contractors should become familiar with the new rules and establish processes and timelines for updating their bid documents. For more Information click link <http://www.dir.ca.gov/Public-Works/PublicWorks.html>

Company Name: Southern Bleacher Company, Inc.		
Address: PO Box One / 801 Fifth St.		
City: Graham	State: TX	Zip: 76450
Phone Number: 940-549-0733		
Fax Number: 940-549-1365		
Contact Name: David McClendon / Cindy Adair		
E-mail Address: info@southernbleacher.com		
Length of time in Business: 69 years		
Current Contractor's License/Classification (i.e. C-2, C-7, ect.): A		
Current Contractor's License Number: 564497	Expiration Date: 4-30-17	
DIR Registration Number: 1000001223		

Please complete and return this form if you wish to be included in the District's list of Registered Contractors and vendors performing work for the period between January 1, 2016 – December 31, 2016 in accordance with CA Labor Code 1720-1744. Any awards or agreements for services or any other public works construction project >\$1,000 for the Davis Joint Unified School District must be with vendors who have registered with the DIR. Definitions and clarifications regarding what constitutes "public works" can be found on the DIR web page link at <http://www.dir.ca.gov/Public-Works/PublicWorksContractorsAndSubcontractors.html>. Please returned this form via e-mail or fax. Direct any questions to Maureen Poole, Department Secretary at mpoole@djud.net or (530) 759-2182

You may fax the filled out application to (530) 757-5321



Owner's Signature GARRETT PETTUS, PRESIDENT

3-2-16

Date

BID BOND

KNOW ALL MEN BY THESE PRESENTS:

That we,

Southern Bleacher Company, Inc. P.O. Box One, Graham, TX 76450

as Principal, (hereinafter called the "Principal"), and Fidelity and Deposit Company of Maryland

P.O. Box 1227, Baltimore, MD 21203-1227, a corporation duly organized under the laws

of the State of Maryland, as Surety, (hereinafter called the "Surety"), are held and firmly bound unto

Davis Jt. Unified School District, 1919 5th St., Davis, CA 95616

as Obligee, (hereinafter called the "Obligee"), in the sum of Ten Percent Greatest Amount Bid & No/100-----

Dollars (\$ 10% G.A.B.), for the payment of which sum well and truly to be made, the said Principal

and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for

Davis HS New Visitor Bleachers (Increments 1 & 2)

Davis, CA

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a contract with the Obligee in accordance with the terms of such bid and give such bond or bonds as may be specified in the bidding or contract documents with good and sufficient surety for the faithful performance of such contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter into such contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this 16th day of March A.D., 2016

Cindy Adair
Witness

Southern Bleacher Company, Inc.
Principal
Wyatt Pettus (SEAL)
Wyatt Pettus Vice President

Frederic Ginzeltz
Witness

Fidelity and Deposit Company of Maryland
Surety
By *Melissa Arispe* (SEAL)
Melissa Arispe, Attorney-in-Fact

**ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND
POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Maryland, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Maryland (herein collectively called the "Companies"), by **THOMAS O. MCCLELLAN, Vice President**, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint **Denny BRYAN, Shirley JEFFREYS, Sonya EDWARDS, Leette MCLEROY, Melissa ARISPE, Cindy TOWNLEY and Rebecca NAVARRO, all of Graham, Texas, EACH** its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings, EXCEPT bonds on behalf of Independent Executors, Community Survivors and Community Guardians.** and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

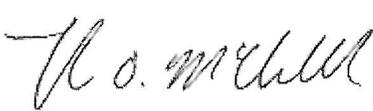
IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said **ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND**, this 27th day of March, A.D. 2015.

ATTEST:

**ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND**



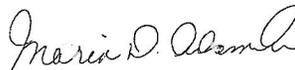
By: 
Secretary
Michael McKibben


Vice President
Thomas O. McClellan

State of Maryland
County of Baltimore

On this 27th day of March, A.D. 2015, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **THOMAS O. MCCLELLAN, Vice President, and MICHAEL MCKIBBEN, Secretary**, of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, depose and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.



Maria D. Adamski, Notary Public
My Commission Expires: July 8, 2015

