

BIDDING DOCUMENTS
FOR THE
MT. SAN JACINTO COMMUNITY COLLEGE DISTRICT
FOR
ELECTRONIC MARQUEE ENTRANCE SIGN RENOVATION
AT SAN JACINTO CAMPUS

DSA Application No. N/A

Informal Bid No. 2019-020

Project No.: 19-5274

MT. SAN JACINTO COMMUNITY COLLEGE DISTRICT
1499 North State College
San Jacinto, CA 92583

Bid Release Date: May 13, 2019

Bid Submittal Due Date: Tuesday, June 4, 2019 at or before 10:00AM

Addressed to: **Mt. San Jacinto College**
 Purchasing Office, Bldg. 200, Room 223
 Attn: Tammy Cunningham
 1499 N. State Street
 San Jacinto, CA 92583

Project Name on Bid Package:
Informal Bid No. 2019-020, Electronic Marquee Entrance Sign Renovation at San Jacinto Campus

NOTICE INVITING BIDS

Pursuant to California Uniform Public Construction Cost Account Act (PCC22034)

NOTICE IS HEREBY GIVEN that the Mt. San Jacinto Community College District, acting by and through its Governing Board, hereinafter referred to as "District", will **receive sealed bids prior to 10:00 AM on June 4, 2019** for the award of a Contract for the following:

INFORMAL BID NO. 2019-020, Electronic Marquee Entrance Sign Renovation at SAN JACINTO CAMPUS

PROJECT BUDGET: \$199,900.00 The Contract Time is 177 calendar days.

Class License Type C10 Electrical Contractor or C45 Sign Contractor Required

All bids shall be made and presented only on the forms presented by the District. Bids shall be received in the MSJC Purchasing Office at 1499 N. State Street, Bldg. 200, Room 223, San Jacinto, CA 92583. It is each bidder's sole responsibility to ensure their bid is timely delivered and received at the location designated below. The District shall not be responsible for any delays or issues with mail delivery. Any bids received after the time specified above or after any extensions due to material changes shall be returned unopened.

CONTRACTOR should consult the Instructions to Bidders, Terms and Conditions, General Requirements and Liquidated Damages.

Pre-Qualified Contractor's List for Calendar 2019: This Project is being let in accordance with the Uniform Public Construction Cost Accounting ("CUPCCAA") Act set forth in Public Contract Code section 22000 et seq. Bids will not be accepted if a Contractor has not been added to the Pre-Qualified Contractor List for the Calendar Year 2019. Interested Contractors must complete and submit the UPCCAA Contractor Questionnaire Form available at <https://www.msjc.edu/Purchasing/Pages/UPCCAA.aspx> and submit to MSJC Purchasing Department at purchasing@msjc.edu to be placed on the Pre-Qualified Contractor List. UPCCAA applications to be included in this RFP must be submitted by May 23, 2019.

Obtain Bid Information: The bid documents will be available beginning May 13, 2019. The bid documents may be obtained at the Mt. San Jacinto College Purchasing Office website at <http://www.msjc.edu/Purchasing/Pages/--Current-Bids.aspx>. Each bid must strictly conform with and be responsive to the Contract Documents as defined in the General Conditions.

Mandatory Pre-Bid Job Walk:, Tuesday, May 21, 2019 @ 10:00 a.m. 1499 N. State Street San Jacinto, CA 92583 (meet at marquee at the corner of State Street and Community College Drive). Parking permits are required to park on campus. Any Contractor bidding on the Project who fails to attend the entire mandatory job walk and conference will be deemed a non-responsive bidder and will have its bid returned unopened. Any Contractor who fails to arrive on time (**by 10:00 a.m.**) will not be allowed to participate in the Pre-Bid Conference.

Required License Type: Each bidder shall be a licensed contractor pursuant to the California Business and Professions Code, and be licensed to perform the work called for in the Contract Documents. The successful bidder must possess a valid and active **Class C-10 Electrical Contractor or C-45 Sign Contractor License** at the time of award and throughout the duration of this Contract. The Contractor's California State License number shall be clearly stated on the bidder's proposal.

Bidder's Security: Each bidder's bid must be accompanied by one of the following forms of bidder's security: (1) cash; (2) a cashier's check made payable to the District; (3) a certified check made payable to the District; or (4) a bidder's bond executed by a California admitted surety as defined in Code of Civil Procedure Section 995.120, made payable to the District in the form set forth in the Contract Documents. Such bidder's security must be in an amount not less than ten percent (10%) of the maximum amount of bid as a guarantee that the bidder will enter into the proposed Contract, if the same is awarded to such bidder, and will provide the required Performance and

Payment Bonds, insurance certificates and any other required documents. In the event of failure to enter into said Contract or provide the necessary documents, said security will be forfeited.

Department of Industrial Relations: The District has obtained from the Director of the Department of Industrial Relations (DIR) the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work in the locality in which this work is to be performed for each craft, classification or type of worker needed to execute the Contract. These per diem rates, including holiday and overtime work, as well as employer payments for health and welfare, pension, vacation, and similar purposes, are on file at the District, and are also available from the Director of the Department of Industrial Relations. Pursuant to California Labor Code Sections 1720 et seq., it shall be mandatory upon the Contractor to whom the Contract is awarded, and upon any subcontractor under such Contractor, to pay not less than the said specified rates to all workers employed by them in the execution of the Contract. Each Contractor bidding on this Project and all Subcontractors performing any portion of the work on the Project must register with the California Department of Industrial Relations and be qualified to perform public work pursuant to Labor Code section 1725.5 throughout the duration of the Project. The winning bidder shall be solely responsible for ensuring compliance with Labor Code section 1725.5 as well as any requirement implemented by DIR applicable to its services or its subcontractors throughout the Project. Contractor must furnish all certified payroll records to the Labor Commissioner. Monitoring and enforcement of the prevailing wage laws and related requirements will be performed by the Labor Commissioner/ Department of Labor Standards Enforcement (DLSE).

Miscellaneous Information: In accordance with California Public Contract Code Section 22300, the District will permit the substitution of securities for any monies withheld by the District to ensure performance under the Contract. At the request and expense of the Contractor, securities equivalent to the amount withheld shall be deposited with the District, or with a state or federally chartered bank as the escrow agent, who shall then pay such monies to the Contractor. Upon satisfactory completion of the Contract, the securities shall be returned to the Contractor.

No bidder may withdraw any bid for a period of ninety (90) calendar days after the date set for the opening of bids.

Separate payment and performance bonds, each in an amount equal to 100% of the total Contract amount, are required, and shall be provided to the District prior to execution of the Contract and shall be in the form set forth in the Contract Documents. All bonds of any types (Bid, Performance, and Payment) must be issued by a California admitted surety as defined in California Code of Civil Procedure Section 995.120.

Where applicable, bidders must meet the requirements set forth in Public Contract Code Section 10115 et seq., Military and Veterans Code Section 999 et seq. and California Code of Regulations, Title 2, Section 1896.60 et seq. regarding Disabled Veteran Business Enterprise (“DVBE”) Programs. Forms are included in this Bid Package.

Any request for substitutions pursuant to Public Contracts Code Section 3400 must be made at the time of Bid on the Substitution Request Form set forth in the Contract Documents and included with the bid.

Subcontractors shall be licensed pursuant to California law for the trades necessary to perform the Work called for in the Contract Documents. Each bid must strictly conform with and be responsive to the Contract Documents as defined in the General Conditions. The District reserves the right to reject any or all bids or to waive any irregularities or informalities in any bids or in the bidding.

Tammy Cunningham
Director of Procurement & General Services
Mt. San Jacinto Community College District

INSTRUCTIONS FOR BIDDERS

Project Scope Description

Electronic Marquee Entrance Sign Renovation

Mt. San Jacinto Community College is upgrading the Outdoor Digital Marquee at the San Jacinto Campus, 1499 N. State Street, San Jacinto, CA 92583 to inform, promote and support the college's brand image. The Outdoor Digital Marquee sign will support full color, video, rotating text and visibility both night and day. The following codecs should be supported at a minimum for video: H.264/MPEG-4; and for images: JPEG and PNG. The renovated sign should fit into the existing structure by replacing the existing damaged digital sign with a new color digital sign and repair any static sign lighting issues. The renovations should include:

Requirements:

- Vendor to be responsible for all cabling and trenching as needed for the project.
- Identify Electrical Requirements
- Identify the Control Mechanism to publish the sign
- Identify any performance and testing reports and results for the digital sign's electronic and exterior cabinet.
- Identify the length of time that replacement parts will be available for the digital sign's manufacturer
- Identify the network, software and hardware requirements including licensing type and installation and ongoing maintenance costs
- Identify how the content is modified, accessed and stored for the digital sign
- Identify the type of content able to be displayed on the signage – text fonts, picture formats, video formats, and other content or capabilities
- Identify any planning and permit fees that will be payable by the vendor
- Identify any fabrication, and remodeling costs to the existing sign structure
- Primary and Secondary signs to be Full Screen LED sign
- Message Display
- Wireless Communication
- Connect to existing electrical tying into existing Emergency Generator
- Lifetime data plan
- Parts and labor warranty
- Weather sealed from heat and the elements
- Back of sign shall be sealed against weather damage
- FCC Compliance Requirements
- Furnish and Install top ID Panels, with new Lexan faces on both sides. District will provide the college logo/artwork.
- Removal and disposal of the existing Primary double sided located on N. State Street. Furnish and install a new 64 x 672 pixel matrix, full color LED-double sided. Contractor will also fabricate and install custom filler panels as needed. All needed final connections, lighting work and communications to the sign are to be included.
- Preserve Secondary monument for District to retain the existing 4' circular monument topper located on W. Community College Dr.
- Primary electronic message board (located on State Street) shall be no smaller than Entire Unit – 68" tall, 145" Wide and 24.75' Deep and Actual Screen – 68" Tall and 145" Wide
- Primary electronic message board shall be double-sided and include two full color electronic message centers.
- Secondary monument electronic message board existing pillar (located on W. Community College Dr.) shall be structurally reinforced to support single sided LED cabinet to withstand 100 mph winds
- Secondary monument electronic message board (located on W. Community College Dr.) shall be no smaller than 36" Tall, 120" Wide and 6" Deep
- Software shall be compatible and include still pictures and animated graphics with periodic graphic updates
- Sign shall be internally illuminated with LED lighting and power supplies

- Time and temperature sensor shall be included
- Communication shall be broadband with a lifetime data plan
- Resolution type shall be at least 16mm
- Design shall incorporate the Mt. San Jacinto College logo
- Entire structure shall be constructed to withstand up to 100 mph wind speeds
- Sign and structure shall be certified 100% weatherproof
- Proposal shall include all necessary wiring, cabling, installation, start up, and training on use of software for the electronic sign
- Warranty shall include at a minimum 5 years on sign, sign components, structure, and labor
- Both Marquee signage locations shall have a 2' mow curb that provides clearance from base of structure with 4" cement
- The vendor is responsible for all mounting hardware, rack screws and cage nuts, sleeves, and bracing. Vendor quotes will include all parts, labor, tax, and shipping charges
- The Mt. San Jacinto Community College network and telecommunications technical personnel will be present during the implementation
- The selected vendor will coordinate and work with the assigned Mt. San Jacinto College staff during implementation
- Build according to local fire and building code
- There are no known issues with Asbestos in the sign
- Where possible, old and obsolete equipment and cabling should be removed
- Vendor may need to do cabling and coordinate with assigned Mt. San Jacinto College staff.
- Cut, Cap and relocate the existing irrigation heads and lines as needed for the installation of the mow curb and concrete.

Project Meetings

Attend weekly jobsite progress meetings as requested by the District and/or Construction Manager, especially during the performance of the scope of work.

1. Preparation and Submittal of Bid Proposal.

- 1.1 Bid Proposal Preparation.** All information required by the bid forms must be completely and accurately provided. Numbers shall be stated in both words and figures where so indicated in the bid forms; conflicts between a number stated in words and in figures are governed by the words. Partially completed Bid Proposals or Bid Proposals submitted on other than the bid forms included herein may be deemed non-responsive and may be rejected. Bid Proposals not conforming to these Instructions for Bidders may be deemed non-responsive and rejected.
- 1.2 Bid Proposal Submittal.** Bid Proposals shall be submitted at the place designated in the Notice of Bid in sealed envelopes bearing on the outside the Bidder's name and address along with an identification of the Bid number and description of the Bid for which the Bid Proposal is submitted. Bidders are solely responsible for timely submission of Bid Proposals to the District at the place designated in the Notice of Bids.
- 1.3 Date and Time of Bid Proposal Submittal.** The District will place a clock ("the District Clock") in a conspicuous location at the place designated for submittal of Bid Proposals. For purposes of determining the time that a Bid Proposal is submitted, the District Clock shall be controlling. The foregoing notwithstanding, whether or not Bid Proposals are opened exactly at the time fixed in the Notice of Bids or in any Addenda extending the date and/or time due to material changes, no Bid Proposals shall be received or considered by the District after it has commenced the public opening and reading of Bid Proposals. Bid Proposals submitted after such time are non-responsive and will be returned to the Bidder unopened.

2. Bid Security. Each Bid Proposal shall be accompanied by Bid Security in the form of: (a) cash, (b) a

certified or cashier's check made payable to the District or (c) a Bid Bond, in the form and content attached hereto, in favor of the District executed by the Bidder as a principal and a Surety as surety (the "Bid Security") in an amount not less than the percentage of the maximum amount of the Bid Proposal. Any Bid Proposal submitted without the required Bid Security is non-responsive and will be rejected. If the Bid Security is in the form of a Bid Bond, the Bidder's Bid Proposal shall be deemed responsive only if the Bid Bond is in the form and content included herein and the Surety is an Admitted Surety Insurer under Code of Civil Procedure §995.120. If the Bid Security is a Bid Bond, the Bidder submitting the Bid Proposal and/or its Surety must complete the portion of the form of Bid Bond indicating the Bid Number and description of Bid; failure to do so will render the Bid Proposal non-responsive.

3. **Documents Accompanying Bid Proposal; Signatures.** The Bid Proposal must be submitted with all documents listed in the Notice of Bid. All bid forms shall be executed by an individual duly authorized to execute the same on behalf of the Bidder.
4. **Modifications.** Changes to the bid forms which are not specifically called for or permitted may result in the District's rejection of the Bid Proposal as being non-responsive. No oral or telephonic modification of any submitted Bid Proposal will be considered.
5. **Erasures; Inconsistent or Illegible Bid Proposals.** Bid Proposals must not contain any erasures, interlineations or other corrections unless the same are suitably authenticated by affixing in the margin immediately opposite such erasure, interlineation or correction the surname(s) of the person(s) signing the Bid Proposal. Any Bid Proposal not conforming with the foregoing may be deemed by the District to be non-responsive. If any Bid Proposal or portions thereof, is determined by the District to be illegible, ambiguous or inconsistent, whether by virtue of any erasures, interlineations, corrections or otherwise, the District may reject such a Bid Proposal as being non-responsive.
6. **Examination of Site and Contract Documents.** Each Bidder shall, at its sole cost and expense, inspect the Site and become fully acquainted with the Contract Documents and conditions affecting the Work. The failure of a Bidder to receive or examine any of the Contract Documents or to inspect the Site shall not relieve such Bidder from any obligation with respect to the Bid Proposal, or the Work required under the Contract Documents. The District assumes no responsibility or liability to any Bidder for, nor shall the District be bound by, any understandings, representations or agreements of the District's agents, employees or officers concerning the Contract Documents or the Work made prior to execution of the Contract which are not in the form of Bid Addenda duly issued by the District. The submission of a Bid Proposal shall be deemed prima facie evidence of the Bidder's full compliance with the requirements of this section.
7. **Interpretation of Drawings, Specifications or Contract Documents.** Any Bidder in doubt as to the true meaning of any part of the Contract Documents; who finds discrepancies, errors or omissions therein; or who finds variances in any of the Contract Documents with applicable rules, regulations, ordinances and/or laws, may submit to the District a written request for an interpretation or correction thereof. It is the sole and exclusive responsibility of the Bidder to submit such request by the due date of the Request for Information. Interpretations or corrections of the Contract Documents will be by written addendum issued by the District or the Architect. **Any interpretation or correction of Contract Documents will only be made by Addendum duly issued, a copy of any such addendum will be mailed or delivered to each Bidder receiving a set of the Contract Documents.** No person is authorized to render an oral interpretation or correction of any portion of the Contract Documents to any Bidder, and no Bidder is authorized to rely on any such oral interpretation or correction. Failure to request interpretation or clarification of any portion of the Contract Documents pursuant to the foregoing is a waiver of any discrepancy, defect or conflict therein.
8. **District's Right to Modify Contract Documents.** Before the public opening and reading of Bid Proposals, the District may modify the Work, the Contract Documents, or any portion(s) thereof by the issuance of written addenda disseminated to all Bidders who have obtained a copy of the Specifications, Drawings and Contract Documents pursuant to the Call for Bids. If the District issues any addenda during the bidding, the failure of any Bidder to acknowledge such addenda in its Bid Proposal will render the Bid Proposal

non-responsive and rejected.

- 8.1 Addenda.** Clarification or any other notice of a change in the Bidding Documents will be issued only by the District and only in the form of a written Addendum and shall be made available at <http://www.msjc.edu/Purchasing/Pages/--Current-Bids.aspx>. The District may also transmit Addenda by e-mail to any bidders known by the District to have received a complete set of Bidding Documents. However, all bidders are solely responsible for obtaining any Addenda and the District does not guarantee that it will provide any of the Addenda directly to any bidder. Any other purported Addenda are void and unenforceable. Bidder is responsible for ascertaining the disposition of all Addenda issued regardless of Owner notification and to acknowledge all Addenda in the submitted sealed bid prior to the bid opening. Copies of Addendum will be made available for inspection wherever Bidding Documents are on file for inspection. Each Addendum will be numbered, dated, and identified with the Project number. Oral statements or any instructions in any form, other than Addendum as described above, shall be void and unenforceable. Addendum issued by the District and not noted as being acknowledged by bidder as required in the Bid Form, may result in the bid being deemed non-responsive.
- 8.2 Inquiries and Clarifications.** This document is for informational purposes and shall not relieve the Bidder of the requirements to fully familiarize itself with all the factors affecting the Project and its Bid. The Bidder is advised that all inquiries and clarifications about the Bid Documents, Drawings, Specifications, etc. shall be submitted to the District in writing by the Request for Information (RFI) due date. The District will respond in the form of an addendum to all bidders. Verbal communication by either party with regard to this matter is invalid. Inquiries shall be sent via email to only the following persons:
- TO: Carole Ward, Contract Coordinator
cward@msjc.edu
- Cc: Tammy Cunningham, Supervisor of Procurement & General Services
tcunningham@msjc.edu
- 9. Mandatory Job-Walk.** The District will conduct a Mandatory Job-Walk at the time(s) and place(s) designated in the Notice of Bid. The District may, in its sole and exclusive discretion, elect to conduct one or more Job-Walk(s) in addition to that set forth in the Notice of Bid, in which event the District shall notify all Bidders who have theretofore obtained the Contract Documents pursuant to the Notice of Bid to any such additional Job-Walk. If the District elects to conduct any Job-Walk in addition to that set forth in the Notice of Bid, the District shall, in its notice of any such additional Job-Walk(s), indicate whether Bidders' attendance at such additional Job-Walk(s) is/are mandatory. The failure of any Bidder to have its authorized representative present at the entirety of the Mandatory Job-Walk will render the Bid Proposal of such Bidder to be non-responsive. Attendance by representatives of the Bidder's Subcontractors at the Mandatory Job Walk without attendance by a representative of the Bidder shall not be sufficient to meet the Bidder's obligations hereunder and will render the Bid Proposal of such Bidder to be non-responsive. The District will reject the Bid Proposal of a Bidder who obtains the Bid and Contract Documents after conclusion of the Mandatory Job-Walk.
- 10. Withdrawal of Bid Proposal.** Any Bidder may withdraw its Bid Proposal without penalty by written request received by the District prior to the scheduled closing time for the receipt of Bid Proposals. A written notice of withdrawal of a submitted Bid Proposal received after the scheduled closing time for receipt of Bid Proposals shall not be considered by the District, nor effective to withdraw such Bid Proposal except as relevant to Public Contract Code §5100 et seq.
- 11. Agreement, Insurance and Bonds.** The Agreement which the successful Bidder, as Contractor, will be required to execute along with the forms and amounts of the Labor and Material Payment Bond, Performance Bond and Insurance Endorsement which will be required to be furnished are included in the Contract Documents and shall be carefully examined by the Bidder.

- 12. Non-Collusion Declaration.** The form of Non-Collusion Declaration included in the Contract Documents must be completed and duly executed on behalf of the Bidder; failure of a Bidder to submit a completed and executed Non-Collusion Declaration with its Bid Proposal will render the Bid Proposal non-responsive.
- 13. Contractor's License.** No Bid Proposal will be considered from a Bidder who, at the time Bid Proposals are opened, is not licensed to perform the Work for which the Bid Proposal is submitted, in accordance with the Contractor's License Law, California Business & Professions Code §§7000 et seq. This requirement is not a mere formality and will not be waived by the District or its Board of Trustees. The Contractor will be required to maintain the license(s) through the duration of the Contract. Any questions concerning licensing may be referred to the Registrar, Contractors' State License Board, P.O. Box 2600, Sacramento, CA 95826.
- 14. Subcontractors.**
- 14.1 Designation of Subcontractors; Subcontractors List.** Each Bidder shall submit a list of its proposed Subcontractors for the proposed Work as required by the Subletting and Subcontracting Fair Practices Act (California Public Contract Code §§4100 et seq.) on the form furnished. Bidder must designate the name, location, and trade of ALL listed Subcontractors with the Bid Proposal. The listed Subcontractors' license numbers and the value of their trades or portions of the work must be submitted to the District within 24 hours after the public opening and reading of the Bids. The failure of any Bid Proposal to include all information required by the Subcontractors List will result in rejection of the Bid Proposal for non-responsiveness.
- 14.2 Work of Subcontractors.** All Bidders are referred to the Contract Documents and the notation therein that all Contract Documents are intended to be complimentary and that the organization or arrangements of the Specifications and Drawings shall not limit the extent of the Work of the Contract Documents. Accordingly, all Bidders are encouraged to disseminate all of the Specifications, Drawings and other Contract Documents to all persons or entities submitting sub-bids to the Bidder. The omission of any portion or item of Work from the Bid Proposal or from the sub-bidders' sub-bids which is/are necessary to produce the intended results and/or which are reasonably inferable from the Contract Documents is not a basis for adjustment of the Contract Price or the Contract Time. Dissemination of the Contract Documents to sub-bidders and dissemination of addenda issued during the bidding process is solely the responsibility of each Bidder.
- 15. Award of Contract.**
- 15.1 Waiver of Irregularities or Informalities.** The District reserves the right to reject any and all Bid Proposals or to waive any irregularities or informalities in any Bid Proposal or in the bidding.
- 15.2 Award to Lowest Responsive Responsible Bidder.** The award of the Contract will be to the responsible Bidder submitting the lowest responsive Bid Proposal on the basis of the Base Bid Proposal or the Base Bid Proposal and Alternate Bid Items, if any, selected in accordance with these Instructions for Bidders.
- 15.3 Alternates:** If alternate bids are called for, the Contract may be awarded at the election of Governing Board to the lowest responsible and responsive bidder using the method and procedures outline in the Notice Inviting Bids and as specified in the section entitled Alternate/Deductive Bid Alternates.
- a. Subcontractor Listing for Alternates.** If alternate bids are called for and the bidder intends to use different or additional subcontractors, a separate list of subcontractors must be submitted for each alternate.
- 15.4 Responsive Bid Proposal.** A responsive Bid Proposal shall mean a Bid Proposal which conforms,

in all material respects with the Bid and Contract Documents.

15.5 Responsible Bidder. A responsible Bidder is a Bidder who has the capability in all respects, to perform fully the requirements of the Contract Documents and the moral and business integrity and reliability which will assure good faith performance. In determining responsibility, the following criteria will be considered: (i) the ability, capacity and skill of the Bidder to perform the Work of the Contract Documents; (ii) whether the Bidder can perform the Work promptly and within the time specified, without delay or interference; (iii) the character, integrity, reputation, judgment, experience and efficiency of the Bidder; (iv) the quality of performance of the Bidder on previous contracts, by way of example only, the following information will be considered: (a) the administrative, consultant or other cost overruns incurred by the District on previous contracts with the Bidder; (b) the Bidder's compliance record with contract general conditions on other projects; (c) the submittal by the Bidder of excessive and/or unsubstantiated extra cost proposals and claims on other projects; (d) the Bidder's record for completion of work within the contract time and the Bidder's compliance with the scheduling and coordination requirements on other projects; (e) the Bidder's demonstrated cooperation with the District and other contractors on previous contracts; (f) whether the work performed and materials furnished on previous contracts was in accordance with the Contract Documents; (v) the previous and existing compliance by the Bidder with laws and ordinances relating to contracts; (vi) the sufficiency of the financial resources and ability of the Bidder to perform the work of the Contract Documents; (vii) the quality, availability and adaptability of the goods or services to the particular use required; (viii) the ability of the Bidder to provide future maintenance and service for the warranty period of the Contract; (ix) whether the Bidder is in arrears on debt or contract or is a defaulter on any surety bond; (x) such other information as may be secured by the District having a bearing on the decision to award the Contract, to include without limitation the ability, experience and commitment of the Bidder to properly and reasonably plan, schedule, coordinate and execute the Work of the Contract Documents and whether the Bidder has ever been debarred from bidding or found ineligible for bidding on any other projects. The ability of a Bidder to provide the required bonds will not of itself demonstrate responsibility of the Bidder. Upon request of the District, Bidder must promptly submit satisfactory evidence of any of the items listed above.

- 16. No Withdrawal of Bid Proposals.** Bid Proposals shall not be withdrawn by any Bidder for a period of **ninety (90)** days after the opening of Bid Proposals. During this time, all Bidders shall guarantee prices quoted in their respective Bid Proposals.
- 17. Bid Security Return.** The Bid Security of three or more low Bidders, the number being solely at the discretion of the District, will be held by the District for ten (10) days after the period for which Bid Proposals must be held open (which is set forth in the Call for Bids) or until posting by the successful Bidder(s) of the bonds, certificates of insurance required, and return of executed copies of the Agreement, whichever first occurs, at which time the Bid Security of such other Bidders will be returned to them.
- 18. Forfeiture of Bid Security.** If the Bidder awarded the Contract fails or refuses to execute the Agreement within ten (10) days from the date of receiving notification that it is the Bidder to whom the Contract has been awarded, the District may declare the Bidder's Bid Security forfeited as damages caused by the failure of the Bidder to enter into the Contract and may thereupon award the Contract for the Work to the responsible Bidder submitting the next lowest Bid Proposal or may call for new bids, in its sole and exclusive discretion.
- 19. Anti-Discrimination.** It is the policy of the District that there be no discrimination against any prospective or active employee engaged in the Work because of race, color, ancestry, national origin, religious creed, sex, age or marital status. All Bidders agree to comply with the District's anti-discrimination policy and all applicable Federal and California anti-discrimination laws including but not limited to the California Fair Employment & Housing Act beginning with California Government Code §§12940 et seq. and California Labor Code §1735. In addition, all Bidders agree to require like compliance by any Subcontractor employed by them on the Work of the Contract.
- 20. Hold Harmless.** The Bidder shall defend, indemnify and hold harmless District, Architect, Inspector, the

State of California and their officers, employees, agents, and independent contractors as set forth in the Contract.

- 21. Certification of Workers' Compensation Insurance.** Pursuant to California Labor Code §3700, the successful Bidder shall secure Workers' Compensation Insurance for its employees engaged in the Work of the Contract. The successful Bidder shall sign and deliver to the District the following certificate, included as part of the Contract Documents, prior to performing any of the Work under the Contract:

"I am aware of the provisions of §3700 of the California Labor Code which require every employer to be insured against liability for worker's compensation or to undertake self-insurance in accordance with the provisions of that Code and I will comply with such provisions before commencing the performance of the Work of the Contract."

- 22. Drug Free Workplace Certificate.** In accordance with California Government Code §§8350 et seq., the Drug Free Workplace Act of 1990, the successful Bidder will be required to execute a Drug Free Workplace Certificate concurrently with execution of the Agreement attached hereto. The successful Bidder will be required to implement and take the affirmative measures outlined in the Drug Free Workplace Certificate and in California Government Code §§8350 et seq. Failure of the successful Bidder to comply with the measures outlined in the Drug Free Workplace Certificate and in California Government Code §§8350 et seq. may result in penalties, including without limitation, the termination of the Agreement, the suspension of any payment of the Contract Price otherwise due under the Contract Documents and/or debarment of the successful Bidder.

- 23. Prevailing Wage Rates.** The Contractor and all Subcontractors performing any portion of the Work shall pay not less than the applicable prevailing wage rate for the classification of labor provided by their respective workers in prosecution and execution of the Work. Pursuant to California Labor Code §1773, the Director of the Department of Industrial Relations of the State of California has determined the generally prevailing rates of wages in the locality in which the Work is to be performed. The Contractor awarded the Contract for the Work (the "Contract") shall post a copy of all applicable prevailing wage rates for the Work at conspicuous locations at the Site of the Work.

- 24. Compliance with Senate Bill 854.** Senate Bill 854 was signed into law on June 20, 2014, and provides for new requirements for both contractors and subcontractors for any public works project. The new laws take effect on July 1, 2014. This Project is a public works project as defined in Labor Code section 1720. Each Contractor bidding on this Project and all Subcontractors performing any portion of the Work must comply with the requirements of Senate Bill 854 including, without limitation, Labor Code Sections 1725.5 and 1771.1.

Each Contractor bidding on this Project and all Subcontractors performing any portion of the Work must register with the California Department of Industrial Relations ("DIR") and qualified to perform public work pursuant to Labor Code section 1725.5 throughout the duration of the Project. Each Contractor and Subcontractor will be required to pay an initial set-up fee as well as an annual renewal fee to the DIR. The fee has initially been set at three hundred dollars (\$300.00) but is subject to change. For more information, and up to date requirements, Contractors are required to periodically review the DIR's website is <http://www.dir.ca.gov>. The Contractor shall provide proof that it, and all subcontractors providing any work on the Project, are currently registered with DIR. Contractor shall provide proof that it, and all subcontractors providing any work on the Project, are currently registered with DIR. If any subcontractor is not registered with DIR throughout the Project, Contractor may be required to replace said subcontractor at no cost or penalty to the District or the District may terminate this agreement for cause, as set forth below. Contractor shall be solely responsible for ensuring compliance with Labor Code section 1725.5 as well as any requirements implemented by DIR applicable to its services or its subcontractors throughout the term of the Agreement and in no event shall Contractor be granted increased payment from the District or any time extensions to complete the Project as a result of Contractor's efforts to maintain compliance with the Labor Code or any requirements implemented by the DIR. Failure to comply with these requirements shall be deemed a material breach of this Agreement and ground for termination for cause. The Contractor and

all subcontractors shall furnish certified payroll records as required pursuant Labor Code section 1776 directly to the Labor Commissioner in accordance with Labor Code section 1771.4 on at least on a monthly basis (or more frequently if required by the District or the Labor Commissioner) and in a format prescribed by the Labor Commissioner. The District reserves the right to withhold contract payments if the District is notified, or determines as the result of its own investigation, that Contractor is in violation of any of the requirements set forth in Labor Code section 1720 et seq. at no penalty or cost to the District. Monitoring and enforcement of the prevailing wage laws and related requirements will be performed by the Labor Commissioner/ Department of Labor Standards Enforcement (DLSE). Contractors and Subcontractors who apply to the DIR will be required to meet certain minimum qualifications to bid on any public works projects. These minimum requirements include: (i) workers compensation coverage, (ii) Contractors State License Board license (if applicable to the trade), (iii) no delinquent unpaid wage or penalty assessments owed to any employee or enforcement agency, (iv) no state or Federal debarment, and (v) no prior violations of this registration requirement (for a first violation in a 12 month period a Contractor or Subcontractor can still qualify by paying the applicable penalty). Each Contractor and Subcontractor should carefully review the DIR website for all applicable requirements to be eligible to bid on this Project and if needed should consult with an attorney. Contractor shall be solely responsible for complying with any and all requirements issued by the DIR throughout the Project and shall indemnify the District for any violation of the applicable DIR requirements

Subject to certain limitations, each Contractor and Subcontractor may be required to comply with California Labor Code section 1776 (which requires the submission of certified payroll records). These records if required will need to be submitted on a monthly basis to the California Labor Commissioner. Each Contractor and Subcontractor should carefully review the DIR website for all applicable requirements related to certified payroll being required on this Project and if needed should consult with an attorney.

- 25. Performance of Work with Own Forces.** Contractor shall perform at least 15% of the Work, exclusive of supervisory and clerical work without the services of any subcontractor. Contractor shall supervise and direct the work competently and efficiently, devoting such attention thereto and applying such skills as may be necessary to perform the Work in accordance with the Contract Documents.

Cost Accounting Act. This Project is being let in accordance with the Uniform Public Construction Cost Accounting (“CUPCCAA”) Act set forth in Public Contract Code section 22000 et seq. Bidders shall comply with any requirements set forth in the CUPCCAA including all guidelines and requirements in the current California Uniform Construction Cost Accounting Commission Cost Accounting Policies and Procedures Manual. Only Contractors included on the District’s Pre-Qualified List shall submit bids for the Project as set forth in the CUPCCAA. Bids will not be accepted if a Contractor has not been added to the Pre-Qualified Contractor List for the current calendar year. Interested Contractors must complete the **UPCCAA Contractor Questionnaire Form** to be placed on the Pre-Qualified Contractor List.

Bidders may obtain a prequalification questionnaire at Mt. San Jacinto Community College District Purchasing Office webpage at <https://www.msjc.edu/Purchasing/Pages/UPCCAA.aspx>, or by contacting the Purchasing Office at purchasing@msjc.edu. Prequalification documents must be submitted two days prior to bid date.

-End of Instructions to Bidders-

MANDATORY BID PROPOSAL SUBMITTAL FORMS

(For Contractor's use and reference only. Additional documents may be required so bidders should carefully review all Contract Documents and Bid Documents)

- ☐ Bid Proposal Form
- ☐ Designation of Subcontractors
- ☐ Bid Bond (or Bid Guarantee form if Security is other than Bid Bond)
- ☐ Bid Guarantee Form (use only if not submitting a Bid bond)
- ☐ Non-Collusion Declaration
- ☐ Request for Substitution at Time of Bid (NO Substitutions will be allowed after the bids are opened)
- ☐ Acknowledgment of Bidding Practices Regarding Indemnity
- ☐ Workers' Compensation Certification
- ☐ Contractor's Certificate regarding Drug-free Workplace
- ☐ Contractor's Certificate Regarding Alcoholic Beverage and Tobacco-Free Campus Policy
- ☐ Statement of Intent to Meet DVBE Participation Goals

BID PROPOSAL FORM

TO: **MT. SAN JACINTO COMMUNITY COLLEGE DISTRICT**, a California Community College District, acting by and through its Board of Trustees ("the District"),

FROM: _____

Company

Address

Telephone

Email Address of Bidder's Representative

Name of Bidder's Authorized Representative

Department of Industrial Registration Number/Proof

The undersigned declares that the Informal Bid Documents including, without limitation, the Notice of Informal Bid and the Instruction for Bidders have been read and agrees and proposes to furnish all necessary labor, materials, equipment, and services to perform and furnish all work in accordance with the terms and conditions of the Informal Bid Documents, including, without limitation, the Drawings and Specifications of **INFORMAL BID NO. 2019-020, ELECTRONIC MARQUEE ENTRANCE SIGN RENOVATION AT SAN JACINTO CAMPUS** ("Project") and will accept in full payment for that work the following total lump sum amount, all taxes and mark up included.

A. BASE BID

Amount: \$ _____

Written: _____ Dollars

B. ALLOWANCE

Amount: **\$5,000**

Written: **Five Thousand Dollars**

C. TOTAL BASE BID AMOUNT (A+B)

Amount: \$ _____

Written: _____ Dollars

The Bidder confirms that it has checked all of the above figures and understands that neither the District nor any of its agents, employees or representatives shall be responsible for any errors or omissions on the part of the undersigned Bidder in preparing and submitting this Bid Proposal.

D.

- 1. Acknowledgment of Bid Addenda.** The Bidder confirms that this Bid Proposal incorporates and is inclusive of, all items or other matters contained in Bid Addenda issued by or on behalf of the District.

_____ **Addenda Nos.** _____ received, acknowledged
(Initial) and incorporated into this Bid Proposal.

_____ **Addenda Nos.** _____ received, acknowledged
(Initial) and incorporated into this Bid Proposal.

_____ **Addenda Nos.** _____ received, acknowledged
(Initial) and incorporated into this Bid Proposal.

- 2. Documents Accompanying Bid.** The Bidder has submitted with this Bid Proposal the following: (a) Bid Security; (b) Subcontractors List; and (c) Non-Collusion Declaration. The Bidder acknowledges that if this Bid Proposal and the foregoing documents are not fully in compliance with applicable requirements set forth in the Notice of Bid, the Instructions for Bidders and in each of the foregoing documents, the Bid Proposal may be rejected as non-responsive.
- 3. Award of Contract.** If the Bidder submitting this Bid Proposal is awarded the Contract, the undersigned will execute and deliver to the District the Contract in the form attached hereto within five (5) days after notification of award of the Contract. Concurrently with delivery of the executed Agreement to the District, the Bidder awarded the Contract shall deliver to the District: (a) Certificates of Insurance evidencing all insurance coverages required under the Contract Documents; (b) the Performance Bond; (c) the Labor and Material Payment Bond; (d) the Certificate of Workers' Compensation Insurance; and (e) the Drug-Free Workplace Certificate. Failure of the Bidder awarded the Contract to strictly comply with the preceding may result in the District's rescission of the award of the Contract and/or forfeiture of the Bidder's Bid Security. In such event, the District may, in its sole and exclusive discretion elect to award the Contract to the responsible Bidder submitting the next lowest Bid Proposal, or to reject all Bid Proposals.
- 4. Contractor's License.** The undersigned Bidder is currently and duly licensed in accordance with the California Contractors License Law, California Business & Professions Code §§7000 et seq., under the following:

License Number(s): _____

Class _____ Exp. Date _____ Class _____ Exp. Date _____

Class _____ Exp. Date _____ Class _____ Exp. Date _____

Class _____ Exp. Date _____ Class _____ Exp. Date _____

Class _____ Exp. Date _____ Class _____ Exp. Date _____

The Bidder hereby certifies that: (a) it is duly licensed, in the necessary class(es), for performing the Work of the Contract Documents; (b) that such license shall be in full force and effect throughout the duration of the performance of the Work under the Contract Documents; and (c) that all Subcontractors providing or performing any portion of the Work shall be so properly licensed to perform or provide such portion of the Work.

- 5. Rejection of Bid; Holding Open of Bid.** It is understood that the District reserves the right to reject this Bid Proposal and that this Bid Proposal shall remain open and not be withdrawn for the period of time specified in the Instruction for Bidders, except as provided by law.

6. **Acknowledgment and Confirmation.** The undersigned Bidder acknowledges its receipt, review and understanding of the Drawings, the Specifications and other Contract Documents pertaining to the proposed Work. The undersigned Bidder certifies that the Contract Documents are, in its opinion, adequate, feasible and complete for providing, performing and constructing the Work in a sound and suitable manner for the use specified and intended by the Contract Documents. The undersigned Bidder certifies that it has, or has available, all necessary equipment, personnel, materials, facilities and technical and financial ability to complete the Work for the amount bid herein within the Contract Time and in accordance with the Contract Documents.

By: _____
Signature

(Typed or Printed Name)

(Corporate Seal)

Title

DESIGNATED SUBCONTRACTORS LIST

Mt. San Jacinto Community College

Project Name: INFORMAL BID NO. 2019-020, ELECTRONIC MARQUEE ENTRANCE SIGN RENOVATION AT THE SAN JACINTO CAMPUS

Bidder Qualifications: Bidders wishing to bid as a prime contractor on this Project must have been previously pre-qualified by the Mt. San Jacinto Community College District in the following categories:

Bidder acknowledges and agrees that under Public Contract Code section 4100, et seq., it must clearly set forth below the name and location of each subcontractor who will perform work or labor or render service to the bidder in or about the construction of the work in an amount in excess of one-half of one percent (0.5%) of bidder's total bid and the kind of work that each will perform. Furthermore, bidder acknowledges and agrees that under Public Contract Code section 4100, et seq., if bidder fails to list as to any portion of work, or if bidder lists more than one subcontractor to perform the same portion of work (i.e. bidder must indicate what portion of the work each subcontractor will perform), bidder must perform that portion itself or be subjected to penalty under applicable law.

If alternate bids are called for and bidder intends to use subcontractors different from or in addition to those subcontractors listed for work under the base bid, bidder must list subcontractors that will perform work in an amount in excess of one half of one percent (0.5%) of bidder's total bid, including alternates.

In case more than one subcontractor is named for the same kind of work, state the portion of work that each subcontractor will perform. Bidders or suppliers of materials only do not need to be listed. If further space is required for the list of proposed subcontractors, additional sheets showing the required information, as indicated below, shall be attached hereto and made a part of this document.

Bidder shall have twenty four (24) hours to submit the corrected subcontractor list after the public opening of the bid pursuant to Public Contract Code section 4104.

Subcontractor Name:
Location:
Portion of Work:
Bid Amount:
Contractor's License No.:
Contractor's DIR Certification Number:
Subcontractor Name:
Location:
Portion of Work:
Bid Amount:
Contractor's License No.:
Contractor's DIR Certification Number:

Company's Name

Authorized Representative Name

Signature

Title

Date

BID BOND

(Note: If Bidder is providing a bid bond as its bid security, Bidder must use this form, NOT a surety company form.)

KNOW ALL MEN BY THESE PRESENT that we, the undersigned, (hereafter called "Principal") _____, and _____ (hereafter called "Surety"), are hereby held and firmly bound unto the Mt. San Jacinto Community College District (hereafter called "District") in the sum of _____ (\$_____) for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, successors, and assigns.

SIGNED this _____ day of _____, 20____.

The condition of the above obligation is such that whereas the Principal has submitted to the District a certain Bid, attached hereto and hereby made a part hereof, to enter into a Contract in writing for the construction of INFORMAL BID NO. 2019-020, ELECTRONIC MARQUEE ENTRANCE SIGN RENOVATION AT SAN JACINTO CAMPUS.

NOW, THEREFORE,

- (1) If said Bid is rejected, or
- (2) If said Bid is accepted and the Principal executes and delivers a Contract or the attached Agreement form within five (5) calendar days after acceptance (properly completed in accordance with said Bid), and furnishes bonds for his faithful performance of said Contract and for payment of all persons performing labor or furnishing materials in connection therewith,

Then this obligation shall be void; otherwise, the same shall remain in force and effect.

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

In the event suit is brought upon this bond by the District and judgment is recovered, the Surety shall pay all costs incurred by the District in such suit, including without limitation, attorneys' fees to be fixed by the court.

IN WITNESS WHEREOF, Principal and Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, on the day and year first set forth above.

By

Principal's Signature

Typed or Printed Name

(Corporate Seal)

Principal's Title

By

Surety's Signature

Typed or Printed Name

(Corporate Seal)

(Attached Attorney in Fact
Certificate)

Title

Surety's Name

Surety's Address

Surety's Phone Number

IMPORTANT:

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, it must also appear on the Treasury Department's most current list (Circular 570 as amended).

THIS IS A REQUIRED FORM.

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

(Name and Address of agent or representative for service of process in California if different from above)

(Telephone Number of Surety and agent or representative for service of process in California).

BID GUARANTEE FORM
(Use only when not using a Bid Bond)

Mt. San Jacinto Community College District

Project Name: **INFORMAL BID NO. 2019-020, ELECTRONIC MARQUEE ENTRANCE SIGN RENOVATION AT SAN JACINTO CAMPUS**

Accompanying this proposal is a cashier's check payable to the order of the Mt. San Jacinto Community College District or a certified check payable to the order of the Mt. San Jacinto Community College District in an amount equal to ten percent (10%) of the base bid and alternates (\$_____).

The proceeds of this check shall become the property of said District, if, this proposal shall be accepted by the District through the District's Governing Board, and the undersigned fails to execute a Contract with and furnish the sureties required by the District within the required time; otherwise, said check is to be returned to the undersigned.

Company's Name

Authorized Representative Name

Signature

Title

Date

Note: Use this form, in lieu of Bid Bond form, when a cashier's check or certified check is accompanying the bid

NON-COLLUSION DECLARATION

Public Contract Code Section 7106

Mt. San Jacinto Community College

Project Name: **INFORMAL BID NO. 2019-020, ELECTRONIC MARQUEE ENTRANCE SIGN RENOVATION AT SAN JACINTO CAMPUS**

The undersigned declares:

I am the _____ of _____, the party making the foregoing
bid. (Title) (Company Name)

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 _____ [date], at _____ [city], _____ [state].

Company's Name

Authorized Representative Name

Signature

Title

Date

REQUEST FOR SUBSTITUTION AT TIME OF BID

Mt. San Jacinto Community College

Project Name: INFORMAL BID NO. 2019-020, ELECTRONIC MARQUEE ENTRANCE SIGN RENOVATION AT SAN JACINTO CAMPUS

Pursuant to Public Contract Code Section 3400, bidder submits the following request to Substitute with the bid that is submitted. I understand that if the request to substitute is not an “or equal” or is not accepted by District and I answer “no” I will not provide the specified item, then I will be held non-responsive and my bid will be rejected. With this understanding, I hereby request Substitution of the following articles, devices, equipment, products, materials, fixtures, patented processes, forms, methods, or types of construction:

	Specification Section	Specified Item	Requested Substituted Item	Contractor Agrees to Provide Specified Item if request to Substitute is Denied ¹ (circle one)	District Decision (circle one)
1.				Yes No	Grant Deny
2.				Yes No	Grant Deny
3.				Yes No	Grant Deny
4.				Yes No	Grant Deny
5.				Yes No	Grant Deny
6.				Yes No	Grant Deny
7.				Yes No	Grant Deny
8.				Yes No	Grant Deny
9.				Yes No	Grant Deny
10.				Yes No	Grant Deny

This Request Form must be accompanied by evidence as to whether the proposed Substitution (1) is equal in quality, service, and ability to the Specified Item; (2) will entail no change in detail, construction, and scheduling of related work; (3) will be acceptable in consideration of the required design and artistic effect; (4) will provide no cost disadvantage to the District; (5) will require no excessive or more expensive maintenance, including adequacy and availability of replacement parts; (6) will require no change of the construction schedule or milestones for the Project; and, (7) Contractor agrees to pay for any DSA Fees or other Governmental Plan check costs associated with this Substitution Request. (See General Conditions Section 3.6)

The undersigned states that the following paragraphs are correct:

1. The proposed Substitution does not affect the dimensions shown on the Drawings.

¹ Bidder must state whether bidder will provide the Specified Item in the event the Substitution request is evaluate and denied. If bidder states that bidder will not provide the Specified Item the denial of a request to Substitute shall result in the rejection of the bidder as non-responsive. However, if bidder states that bidder will provide the Specified Item in the event that bidder’s request for Substitution is denied, bidder shall execute the Agreement and provide the Specified Item(s). If bidder refuses to execute the Agreement due to the District’s decision to require the Specified Item(s) at no additional cost, bidder’s Bid Bond shall be forfeited.

2. The undersigned will pay for changes to the building design, including Architect, engineering, or other consultant design, detailing, DSA plan check or other governmental plan check costs, and construction costs caused by the requested substitution.
3. The proposed substitution will have no adverse effect on other trades, the Contract Time, or specified warranty requirements.
4. Maintenance and service parts will be available locally for the proposed substitution.
5. In order for the Architect to properly review the substitution request, within five (5) days following the opening of bids, the Contractor shall provide samples, test criteria, manufacturer information, and any other documents requested by Architect or Architect's engineers or consultants, including the submissions that would ordinarily be required under Article 3.7 for Shop Drawings along with a document which provides a side by side comparison of key characteristics and performance criteria (often known as a CSI side by side comparison chart).
6. If Substitution Request is accepted by the District, Contractor is still required to provide a Submittal for the substituted item pursuant to Article 3.7 and shall provide required Schedule information (including schedule fragnets, if applicable) for the substituted item as required under Article 8.3.2.1. The approval of the Architect, Engineer, or District of the substitution request does not mean that the Contractor is relieved of Contractor's responsibilities for Submittals, Shop Drawings, and schedules under Article 3.7 and 8.3.2 if the Contractor is awarded the Project.

Company's Name

Authorized Representative Name

Signature

Title

Date

ACKNOWLEDGMENT OF BIDDING PRACTICES REGARDING INDEMNITY FORM

Mt. San Jacinto Community College District

Project Name: **INFORMAL BID NO. 2019-020, ELECTRONIC MARQUEE ENTRANCE SIGN RENOVATION AT SAN JACINTO CAMPUS**

Please be advised that with respect to the above-referenced Project the undersigned Contractor on behalf of itself and all subcontractors hereby waives the benefits and protection of Labor Code Section 3864, which provides:

“If an action as provided in this chapter is prosecuted by the employee, the employer, or both jointly against the third person results in judgment against such third person, the employer shall have no liability to reimburse or hold such third person harmless on such judgment or settlement in the absence of a written agreement to do so executed prior to the injury.”

This Agreement has been signed by an authorized representative of the contracting party and shall be binding upon its successors and assignees. The undersigned further agrees to promptly notify the District of any changes of ownership of the contracting party or any subcontractor while this Agreement is in force.

Company's Name

Authorized Representative Name

Signature

Title

Date

WORKERS' COMPENSATION CERTIFICATION

Mt. San Jacinto Community College District

Project Name **INFORMAL BID NO. 2019-020, ELECTRONIC MARQUEE ENTRANCE SIGN RENOVATION AT SAN JACINTO CAMPUS**

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 district, 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.

Company's Name

Authorized Representative Name

Signature

Title

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.

CONTRACTOR'S CERTIFICATE REGARDING DRUG-FREE WORKPLACE

Mt. San Jacinto Community College District

Project Name: **INFORMAL BID NO. 2019-020, ELECTRONIC MARQUEE ENTRANCE SIGN RENOVATION AT SAN JACINTO CAMPUS**

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

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

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

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

- a. The dangers of drug abuse in the workplace;
- b. The person's or organization's policy of maintaining a drug-free workplace;
- c. The availability of drug counseling, rehabilitation and employee-assistance programs; and
- d. The penalties that may be imposed upon employees for drug abuse violations;

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

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

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

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

Company's Name

Authorized Representative Name

Signature

Title

Date

**CONTRACTOR'S CERTIFICATE REGARDING ALCOHOLIC BEVERAGE AND
TOBACCO-FREE CAMPUS POLICY**

Mt. San Jacinto Community College District

Project Name: **INFORMAL BID NO. 2019-020, ELECTRONIC MARQUEE ENTRANCE SIGN
RENOVATION AT SAN JACINTO CAMPUS**

The Contractor agrees that it will abide by and implement the Mt. San Jacinto Community College's Alcoholic Beverage and Tobacco-Free Campus Policy, which prohibits the use of alcoholic beverages and tobacco products, of any kind and at any time, on District-owned or leased buildings, on DISTRICT property and in DISTRICT vehicles. The Contractor shall procure signs stating "ALCOHOLIC BEVERAGE AND TOBACCO USE IS PROHIBITED" and shall ensure that these signs are prominently displayed in all entrances to District property at all times.

Company's Name

Authorized Representative Name

Signature

Title

Date

STATEMENT OF INTENT TO MEET DVBE PARTICIPATION GOALS

Mt. San Jacinto Community College District

Project Name: **INFORMAL BID NO. 2019-020, ELECTRONIC MARQUEE ENTRANCE SIGN RENOVATION AT SAN JACINTO CAMPUS**

Mt. San Jacinto Community College District has a participation goal for disable veteran business enterprise ("DVBE") of 3 percent, per year. Although it is not specifically required, you are encourage to include DVBE participation.

The undersigned, on behalf of _____certifies that following:

- ☐ Is a certified Disable Veteran Business Enterprise
- ☐ Is **NOT** a certified Disable Veteran Business Enterprise

Company's Name

Authorized Representative Name

Signature

Title

Date

AWARDED CONTRACTOR'S SUBMITTAL FORMS

(For awarded contractor's use and reference only)

- ☐ Construction Services Agreement Form
- ☐ Labor & Material Payment Bond
- ☐ Performance Bond
- ☐ Escrow Agreement for Security Deposits in Lieu of Retention
- ☐ Prevailing Wage Certification
- ☐ Workmanship/Material Guarantee Form
- ☐ Insurance Documents & Endorsements
- ☐ Asbestos & Other Hazardous Materials Certification

CONSTRUCTION SERVICES AGREEMENT FORM

THIS AGREEMENT, entered into this ____ day of _____ in the year **2019** in the County of Riverside of the State of California, by and between the Mt. San Jacinto Community College District, hereinafter called the "DISTRICT", and _____ hereinafter called the "CONTRACTOR".

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

ARTICLE I - SCOPE OF WORK

1.1 Description of Work: The CONTRACTOR shall furnish all labor, materials, equipment, tools, and utility and transportation services, and perform and complete all work required in connection with the following construction, reconstruction, erection, alteration, renovation, improvement, demolition and/or repair work for the following: **INFORMAL BID NO. 2019-020, ELECTRONIC MARQUEE ENTRANCE SIGN RENOVATION AT SAN JACINTO CAMPUS** (hereinafter called the "PROJECT"), as further described in CONTRACTOR's Scope of Work, attached as **Attachment "A"**, if any.

(a) The CONTRACTOR shall be responsible for cutting, fitting, or patching to complete the work and to make all parts fit together properly. When modifying existing work or installing new work adjacent to existing work, CONTRACTOR shall match, as closely as conditions of Site and materials will allow, the finishes, textures, and colors of the original work, refinishing existing work at no additional cost to DISTRICT. All costs caused by defective or ill-timed work shall be borne by CONTRACTOR. CONTRACTOR shall be solely responsible for protecting existing work on adjacent properties and shall obtain all required permits for shoring and excavations near property lines.

(b) CONTRACTOR at all times shall keep premises free from debris such as waste, dust, excess water, storm water runoffs, rubbish, and excess materials and equipment. CONTRACTOR shall not leave debris under, in, or about the premises, but shall promptly remove same from the premises and dispose of it in a lawful manner. Upon completion of work, CONTRACTOR shall clean interior and exterior of buildings, including fixtures, equipment, walls, floors, ceilings, roofs, window sills and ledges, horizontal projections, and any areas where debris has collected, so surfaces are free from foreign material or discoloration; CONTRACTOR shall clean and polish all glass, plumbing fixtures, equipment, finish hardware and similar finish surfaces. Upon completion of the work, CONTRACTOR shall also remove temporary utilities, fencing, barricades, planking, sanitary facilities and similar temporary facilities from site. CONTRACTOR shall remove rubbish and debris resulting from the work on a daily basis. CONTRACTOR shall maintain the structures and site in a clean and orderly condition at all times until acceptance of the PROJECT by the DISTRICT. CONTRACTOR shall keep its access driveways and adjacent streets, sidewalks, gutters and drains free of rubbish, debris and excess water by cleaning and removal each day.

1.2 CONTRACTOR's Certifications, Representations and Warranties: CONTRACTOR makes the following certifications, representations, and warranties for the benefit of the DISTRICT and CONTRACTOR acknowledges and agrees that the DISTRICT, in deciding to engage CONTRACTOR pursuant to this Agreement, is relying upon the truth and validity of the following certifications, representations and warranties and their effectiveness throughout the term of this Agreement and the course of CONTRACTOR's engagement hereunder:

(a) CONTRACTOR is qualified in all respects to provide to the DISTRICT all of the services contemplated by this Agreement and, to the extent required by any applicable laws, CONTRACTOR has all such licenses and/or governmental approvals as would be required to carry out and perform for the benefit of the DISTRICT, such services as are called for hereunder.

(b) CONTRACTOR, in providing the services and in otherwise carrying out its obligations to the DISTRICT under this Agreement, shall, at all times, comply with all applicable federal, state, and local laws, rules, regulations, and ordinances, including worker's compensation and equal protection and non-discrimination laws.

1.3 If necessary, the DISTRICT shall employ one or more project inspectors approved by the Division of the State Architect ("DSA"). The Inspector(s) shall be assigned to the work in accordance with the requirements of Title 24 of the California Code of Regulations. The Inspector(s) duties are as specifically defined in Title 24.

- (a) If applicable, CONTRACTOR's work shall be under the observation of the Project Inspector. The Inspector shall have free access to any or all parts of the work at any time. The CONTRACTOR shall furnish the Inspector such information as may be necessary to keep the Inspector fully informed regarding progress and manner of work and character of materials. Such observations shall not, in any way, relieve the CONTRACTOR from responsibility for full compliance with all terms and conditions of the Contract, or be construed to lessen to any degree the CONTRACTOR's responsibility for providing efficient and capable superintendence. The Inspector is not authorized to make changes in any drawings or specifications approved by the DISTRICT and/or DSA for the PROJECT nor shall the Inspector's approval of the work and methods relieve the CONTRACTOR of responsibility for the correction of subsequently discovered defects, or from its obligation to comply with the Contract Documents.
- (b) The Inspector shall have the authority to reject work whenever provisions of the Contract are not being complied with, and CONTRACTOR shall immediately address and rectify all rejected work. In addition, the Inspector may stop any work that poses a probable risk of harm to persons or property. The CONTRACTOR shall instruct its employees, subcontractors, material and equipment suppliers, etc., accordingly. The absence of any Stop Work order or rejection of any portion of the work shall not relieve the CONTRACTOR from any of its obligations pursuant to the Contract.
- (c) CONTRACTOR shall establish a protocol for requesting inspection with Inspector so as to not delay the Work and provide adequate time for the Inspector to perform inspection. If such a protocol is not established ahead of time, Inspector may utilize the time criteria set by Title 24 of 48 hours in advance of submitting form DSA 156 for each new area. DSA requirements under PR 13-01 specifically give the Special Inspector fourteen (14) days to post to the DSA website. CONTRACTOR is responsible for delays and for failure to plan. For some Projects, there may be a need to incrementally install certain assemblies. It is up to CONTRACTOR to identify areas and assemblies that may be constructed incrementally. CONTRACTOR must identify and establish incremental areas of construction and establish protocols with Inspector for DSA 152 approvals so they may be presented to DSA. See PR-13-01 for further discussion.
- (d) CONTRACTOR is required to meet all DSA inspection requirements and specifically the requirements related to the DSA 152 Inspection Card. To help CONTRACTOR plan its operations, CONTRACTOR is directed to study the current version of the DSA 152 Inspection Card Manual identifying the exact steps the Inspector is to follow in the review and sign off process for the DSA 152. The DSA 152 Inspection Card Manual provides specific detail as to the order of operations, review items and compliance items beyond the Specifications and Plans which are reviewed for DSA compliance. The most current version of this manual is located at <http://www.documents.dgs.ca.gov/dsa/forms>. CONTRACTOR is also specifically directed to the time periods for posting of Special Inspection Reports and Inspector Notifications under DSA PR 13-01 since the timing of Inspection shall not be considered a governmental entity related delay. Any references to any DSA forms, documents or requirements herein shall be construed to incorporate any updates, supplements, or additions created by DSA. CONTRACTOR shall be required to meet the latest DSA requirements applicable to the Project throughout the Project.
- (e) If necessary, it is the CONTRACTOR's responsibility to request special inspections with sufficient time so all testing may be timely completed and posted so work may proceed and the Inspector's signature is attached to the Project Inspection Card (Form 152). As applicable, CONTRACTOR must make timely requests for special inspection under the DSA Verified Report Forms 291 (laboratory), DSA Verified Report Form 292 (Special Inspection), and DSA Verified Report 293 (geotechnical) since DSA requirements under PR 13-01 specifically gives the Special Inspections 14 days to post to the DSA website.
- (f) Inspector shall electronically post DSA required documents on the DSA electronic posting website. It is the CONTRACTOR's responsibility to determine the status of posting and determine if all the criteria for sign off of a category of Work on the Project Inspection Card (Form DSA 152) as defined more thoroughly in the most current version of the DSA 152 manual posted on the DSA website. Inspector may collaborate with CONTRACTOR about approval of areas that may be constructed and approved incrementally under the DSA 152 card pursuant to the guidelines of PR-13. Inspector shall work with CONTRACTOR to present incremental approval proposals to DSA.
- (g) DSA may issue a Stop Work Order, or an Order to Comply, when either 1) the work proceeds without DSA approval; 2) the work proceeds without a DSA Inspector of Record, or 3) where DSA

determines that the Work is not being performed in accordance with applicable rules and regulations, and would compromise the structural integrity of the Project or would endanger lives. If a Stop Work Order is issued, the Work in the affected area shall cease until DSA withdraws the Stop Work Order. Pursuant to Education Code Section 81133.5, the DISTRICT shall not be held liable in any action filed against the DISTRICT for any delays caused by compliance with the Stop Work Order, except to the extent that an error or omission by the DISTRICT is the basis for the issuance of the Stop Work Order. Examples of Stop Work Orders that may be issued by DSA include DSA Bulletin 07-04 and Policy 10-01, the installation of Automatic Fire Sprinkler Systems without approved Plans, covering Work that has not been approved by Inspector on DSA Project Inspection Card (Form 152).

1.4 Unless personally present on the PROJECT site where the work is being performed, the CONTRACTOR shall keep on the work at all times during its progress a competent construction Superintendent satisfactory to the DISTRICT. The Superintendent shall be present on a full-time basis, shall be dedicated exclusively to the PROJECT and shall not share superintendency duties with another project or job. The Superintendent shall not be replaced except with written consent of the DISTRICT. The Superintendent shall represent the CONTRACTOR in its absence and shall be fully authorized to receive and fulfill any instruction from the Architect, the Inspector, the DISTRICT or any other DISTRICT representative. All Requests for Information shall be originated by the Superintendent and responses thereto shall be given to the Superintendent. No work shall begin on any day by any Subcontractor or other person on the PROJECT site until the Superintendent has arrived, or shall any work continue during the day after the Superintendent has departed from the PROJECT site. The Superintendent shall have authority to bind CONTRACTOR through the Superintendent's acts. The Superintendent shall represent the CONTRACTOR, and communications given to the Superintendent shall be binding on the CONTRACTOR. Before commencing the work, CONTRACTOR shall give written notice to DISTRICT and Architect (if applicable) of the name and a Statement of Qualifications of such superintendent. Superintendent shall not be changed except with written consent of DISTRICT, unless a superintendent proves to be unsatisfactory to CONTRACTOR and ceases to be in its employ, in which case, CONTRACTOR shall notify DISTRICT in writing. CONTRACTOR shall provide a replacement superintendent approved by the DISTRICT prior to performing additional work. DISTRICT shall have the right, but not the obligation, to require the removal from the PROJECT of any superintendent, staff member, agent, or employee of any CONTRACTOR, Subcontractor, material, or equipment supplier.

ARTICLE 2 - TIME OF COMPLETION

The CONTRACTOR shall substantially complete all work under this Agreement within forty-five Calendar Days **(45) calendar days** from receipt of the Notice to Proceed from the DISTRICT. Final completion shall be reached within thirty (30) calendar days, in accordance with Article 9. It is expressly understood that time is of the essence. Substantial Completion is not reached unless and until each of the following three (3) conditions have been met: 1) all contractually required items have been installed with the exception of only minor and Incomplete Punch Items (See Article 9); 2) All Fire/Life Safety Systems have been installed, and are working and signed off on the DSA Form 152 Inspection Card, if applicable, all building systems including mechanical, electrical and plumbing are all functioning; and 3) the Project is fit for occupancy and its intended use.

Final Completion means that all Work in the Contract Documents is finished, the requirements of the Contract Documents have been met, the Project has been Closed Out, and all Work has ceased on the Project. In most cases, the recording of a Notice of Completion shall represent Completion of the Project.

Contractor shall provide a Critical Path Method (CPM) schedule upon request of the District within seven (7) calendar days of issuance of the Notice to Proceed.

ARTICLE 3 - LIQUIDATED DAMAGES

It being impracticable and infeasible to determine the amount of actual damage, it is agreed that the CONTRACTOR will pay the DISTRICT the sum of five hundred dollars (\$500) per calendar day for each and every day of delay beyond the time set forth in Article 2 of this Agreement for substantial completion as liquidated damages and not as a penalty or forfeiture. In the event the same is not paid, the CONTRACTOR further agrees that the DISTRICT may deduct such amount thereof from any money due or that may become due the CONTRACTOR under the

contract. This Article shall not be construed as preventing the DISTRICT from the recovery of damages under provisions of the Contract Documents.

ARTICLE 4 - CONTRACT PRICE

4.1 **Contract Price.** The DISTRICT shall pay to the CONTRACTOR as full consideration for the faithful performance of the contract, subject to any additions or deductions, the sum of _____ (\$_____), said sum being the total amount stipulated by the parties.

4.2 **Cost Breakdown**

(a) **Required Information**

Contractor shall furnish the following:

A. Within ten (10) days after Notice to Proceed, a detailed breakdown of the Contract Price (hereinafter "Schedule of Values") for each Project, Site, building, milestone or other meaningful method to measure the level of Project Completion as determined by the District shall be submitted as a Submittal for the Project;

B. Within ten (10) days after Notice to Proceed, a schedule of estimated monthly payment requests due the Contractor showing the values and construction time of the various portions of the Work to be performed by it and by its Subcontractors or material and equipment suppliers containing such supporting evidence as to its correctness as the District may require;

C. Within ten (10) days after Notice to Proceed, address, telephone number, telecopier number, California State Contractors License number, classification and monetary value of all Subcontracts for parties furnishing labor, material, or equipment for completion of the Project.

(b) **Information and Preparation of Schedule of Values**

A. **Break Down of Schedule of Values.** Schedule of Values shall be broken down by Project, site, building, milestone, or other meaningful method to measure the level of Project Completion as determined by the District.

B. **Based on Contractor Bid Costs.** The Schedule of Values shall be based on the costs from Contractor's bid to the District. However, the submission of the Schedule of Values shall not be front loaded so the Contractor is paid a greater value than the value of the Work actually performed and shall not shift funds from parts of the Project that are later to Work that is performed earlier.

C. **Largest Dollar Value for Each Line Item.** Identify subcontractors and materials suppliers proposed to provide portions of Work equal to or greater than ten thousand dollars (\$10,000) or one-half (1/2) of one percent (1%) of their Contract Price, whichever is less.

D. **Allowances.** Any Allowances provided for in the Contract shall be a line item in the Schedule of Values.

E. **Labor and Materials Shall Be Separate.** Labor and Materials shall be broken into two separate line items unless specifically agreed in writing by the District.

(c) **District Approval Required**

The District shall review all submissions received pursuant to Paragraph 9.2 in a timely manner. All submissions must be approved by the District before becoming the basis of any payment.

4.3 **Progress Payments**

(a) **Payments to Contractor.** Contractor shall be paid a sum equal to ninety-five percent (95%) of the value of the Work performed (as certified by Architect and Inspector and verified by Contractor) up to the last day of the previous month, less the aggregate of previous payments. The value of the Work completed shall be the Contractor's best estimate. Work completed as estimated shall be an approximation or estimate only and no mistake, inaccuracy, error or falsification in said any approved estimate shall operate to release the Contractor, or any surety upon any bond, from damages arising from such Work, or from the District's enforcement of each and every provision of this Contract including but not limited to the Performance Bond

and Payment Bond. The District shall have the right to subsequently to correct any mistake, inaccuracy, error or falsification made or otherwise set forth in any approved Request for Payment and such correction may occur in any future Payment Application or in the Retention Payment to the Contractor. No Surety upon any bond shall be relieved, released or exonerated of its obligations under this Contract or any applicable bond when the District is unable to correct an overpayment to the Contractor due to any abandonment by the Contractor or termination by the District.

The Contractor shall not be entitled to have any payment requests processed, or be entitled to have any payment made for Work performed, so long as any lawful or proper direction given by the District concerning the Work, or any portion thereof, remains incomplete.

Notwithstanding anything to the contrary stated above, the Contractor may include in its Request for Payment the value of any structural steel, glue laminated beams, trusses, bleachers and other such custom-made materials prepared specifically for the Project and unique to the Project so long as all of the following requirements are satisfied:

A. The aggregate cost of materials stored off-site shall not exceed Fifteen Thousand Dollars (\$15,000) at any time or as otherwise agreed to be District in writing;

B. Title to such materials shall be vested in the District as evidenced by documentation satisfactory in form and substance to the District, including, without limitation, recorded financing statements, UCC filings and UCC searches;

C. With each Contractor Request for Payment, the Contractor shall submit to the District a written list identifying each location where materials are stored off-site (which must be a bonded warehouse) and the value of the materials at each location. The Contractor shall procure insurance satisfactory to the District (in its reasonable discretion) for materials stored off-site in an amount not less than the total value thereof;

D. The consent of any Surety shall be obtained to the extent required prior to payment for any materials stored off-site;

E. Representatives of the District shall have the right to make inspections of the storage areas at any time; and

F. Such materials shall be 1) protected from diversion, destruction, theft and damage to the reasonable satisfaction of the District; 2) specifically marked for use on the Project; and 3) segregated from other materials at the storage facility.

(b) Purchase of Materials and Equipment and Cost Fluctuations

The Contractor is required to order, obtain, and store materials and equipment sufficiently in advance of its Work at no additional cost or advance payment from District to assure that there will be no delays. Contractor understands that materials fluctuate in value and shall have adequately addressed market fluctuations through agreements with Contractor Vendors or by other means. Contractor further understands and incorporates into Contractor's bid cost any wage rate increases during the Project for the Contractor's labor force as well as all other subcontractor and vendor labor forces. District shall not be responsible for market fluctuations in costs or labor rate increases during the Project. Contractor further has incorporated any and all cost increases in areas of Work where there may be schedule variations so that cost increases are not passed through to the District.

(c) No Waiver

No payment by District hereunder shall be interpreted so as to imply that District has inspected, approved, or accepted any part of the Work. Contractor specifically understands that Title 24 Section 4-343 that:

"It is the duty of the contractor to complete the work covered by his or her contract in accordance with the approved Plans and Specifications therefore. The contractor in no way is relieved of any responsibility by the activities of the Architect, Engineer, Inspector or DSA in the performance of such duties...In no case, however, shall the instruction of the Architect or registered Engineer be construed to cause work to be done with is not in conformity with the approved Plans, Specifications, and change orders."

Notwithstanding any payment, the District may enforce each and every provision of this Contract which includes, but is not limited to, the Performance Bond and Payment Bond. The District may correct any error subsequent to any payment. In no event shall the Contractor or the Surety be released or exonerated from performance under this Contract when the District overpays the Contractor based upon any mistake, inaccuracy, error or falsification in any estimate that is included in any Request for Payment.

(d) Issuance of Certificate of Payment

The Architect shall, within seven (7) days after receipt of the Contractor's Application for Payment, either approve such payment or notify the Contractor in writing of the Architect's reasons for withholding approval in whole or in part as provided in Paragraph 4.6. The review of the Contractor's Application for Payment by the Architect is based on the Architect's observations at the Site and the data comprising the Application for Payment that the Work has progressed to the point indicated and that, to the best of the Architect's knowledge, information, and belief, the quality of the Work is in accordance with the Contract Documents. In some cases, the Architect may act upon or rely on the evaluation of the Work by the Inspector. This review of Payment Applications is sometimes called a "Pencil Draft." District's return of a Pencil Draft shall constitute the District's dispute of the Pay Application that has been submitted. Contractor shall promptly respond to Pencil Drafts or Contractor's Pay Applications may be delayed. Contractor's failure to promptly respond to a Pencil Draft shall qualify as a delay in the Prompt Payment of a Request for Payment or Request for Retention. The foregoing representations are subject to 1) an evaluation of the Work for conformance with the Contract Documents, 2) results of subsequent tests and inspections, 3) minor deviations from the Contract Documents correctable prior to completion, and 4) specific qualifications expressed by the Architect. The issuance of a Certificate for Payment will further constitute the Contractor's Verified representation that the Contractor is entitled to payment in the amount certified.

(e) Payment of Undisputed Contract Payments

In accordance with Public Contract Code section 7100, payments by the District to the Contractor for any and all undisputed amounts (including all Progress Payments, Final Payments or Retention Payment) is contingent upon submission of a proper and accurate Pay Application and the Contractor furnishing the District with a release of all Claims against the District related to such undisputed amounts. Disputed Contract claims in stated amounts may be specifically excluded by the Contractor from the operation of the release. If, however, the Contractor specifically excludes any Claims, the Contractor shall provide details such as a specific number of disputed days or costs of any such exclusion.

4.4 Applications for Progress Payments

(a) Procedure

A. Application for Progress. On or before the fifth (5th) day of each calendar month during the progress of the Work, Contractor shall submit to the Architect an itemized Application for Progress Payment for operations completed. Such application shall be supported by the following or such portion thereof as Architect requires:

- i. The amount paid to the date of the Application to the Contractor, to all its Subcontractors, and all others furnishing labor, material, or equipment for its Contract;
- ii. The amount being requested under the Application for Payment by the Contractor on its own behalf and separately stating the amount requested on behalf of each of the Subcontractors and all others furnishing labor, material, and equipment under the Contract;
- iii. The balance that will be due to each of such entities after said payment is made;
- iv. A certification that the As-Built Drawings and Annotated Specifications are current;
- v. Itemized breakdown of Work done for the purpose of requesting partial payment;
- vi. An updated construction schedule in conformance with Article 2;
- vii. Failure to submit a schedule update for the month or any previous month
- viii. The additions to and subtractions from the Contract Price and Contract Time;
- ix. A summary of the Retention held;
- x. Material invoices, evidence of equipment purchases, rentals, and other support and details of cost as the District may require from time to time;

- xi. The percentage of completion of the Contractor's Work by line item; and
 - xii. An updated Schedule of Values from the preceding Application for Payment.
 - xiii. Prerequisites for Progress Payments
- B. First Payment Request. The following items, if applicable, must be completed before the first payment request will be accepted for processing:
- i. Installation of the Project sign;
 - ii. Receipt by Architect of Submittals;
 - iii. Installation of field office;
 - iv. Installation of temporary facilities and fencing;
 - v. Submission of documents listed in the Paragraph 4.2 relating to Cost Breakdown;
 - vi. Preliminary schedule analysis, due within seven (7) days after Notice to Proceed;
 - vii. Contractor's Construction Schedule (Progress Schedule to be CPM based in conformance with Article 2);
 - viii. Schedule of unit prices, if applicable;
 - ix. Submittal Schedule;
 - x. Copies of necessary permits;
 - xi. Copies of authorizations and licenses from governing authorities;
 - xii. Initial progress report;
 - xiii. Surveyor qualifications;
 - xiv. Written acceptance of District's survey of rough grading, if applicable;
 - xv. List of all subcontractors, with names, license numbers, telephone numbers, and scope of work;
 - xvi. All bonds and insurance endorsements; and
 - xvii. Resumes of General Contractor's Project Manager, and if applicable, job site Secretary, Record Documents Recorder, and job site Superintendent.
- C. Second Payment Request. The second payment request will not be processed until all Submittals and Shop Drawings have been accepted for review by the Architect.
- D. All Payment Requests. No payment requests will be processed unless Contractor has submitted copies of the Certified Payroll records for the Work which correlates to the payment request and a proper CPM schedule pursuant to Article 2 is submitted.
- E. Final Pay Application (95%). See Article 9.4(c).

4.5 Warranty of Title. The CONTRACTOR warrants title to all work. The CONTRACTOR further warrants that all work is free and clear of liens, claims, security interests, or encumbrances in favor of the CONTRACTOR, Subcontractors, material and equipment suppliers, or other persons or entities making a claim by reason of having provided labor, materials, and equipment relating to the PROJECT. Failure to keep work free of liens, stop notices, claims, security interests or encumbrances is grounds to make a claim against Contractor's Payment and Performance Bond to immediately remedy and defend.

If a lien or stop notice of any nature should at any time be filed against the PROJECT or any DISTRICT property, by any entity which has supplied material or services at the request of the CONTRACTOR, CONTRACTOR shall promptly, on demand by DISTRICT and at CONTRACTOR's and own expense, take any and all action necessary to cause any such lien or stop notice to be released or discharged immediately. If the CONTRACTOR fails to furnish to the DISTRICT within ten (10) calendar days after demand by the DISTRICT, satisfactory evidence that a lien or stop notice has been so released, discharged, or secured, then DISTRICT may discharge such indebtedness and deduct the amount required, together with any and all losses, costs, damages, and attorney's fees and expense incurred or suffered by DISTRICT from any sum payable to CONTRACTOR under the Contract. In addition, any liens, stop notices, claims, security interests or encumbrances shall trigger the indemnification requirements under Article 5, and shall act as a trigger under Civil Code section 2778 and 2779 requiring reimbursement for any and all costs following the District's written demand has been made. Any withholdings by the District for stop notices in accordance with Civil Code section 9358 shall not be a basis by the Contractor to make a Claim for interest penalties under Public Contract Code sections 7107.

4.6 Reasons to Withhold Payment. The DISTRICT may withhold payment, in whole, or in part, to such extent as may be necessary to protect the DISTRICT from loss because of, but not limited to:

- (a) Defective work not remedied;
- (b) Stop notices served upon the DISTRICT;
- (c) Liquidated damages assessed against the CONTRACTOR;
- (d) Damage to the DISTRICT or other contractor;
- (e) Unsatisfactory prosecution of the work by the CONTRACTOR;
- (f) Failure of the CONTRACTOR to prosecute the work in a timely manner.
- (g) Failure to properly pay prevailing wages as defined in Labor Code section 1720, et seq.;
- (h) Failure to properly maintain or clean up the Site;
- (i) Payments to indemnify, defend, or hold harmless the DISTRICT;
- (j) If required, failure to obtain proper inspection and approval of the Project components as required by DSA and the Project Inspector demonstrated by an incomplete DSA Form 152 Inspection Care or a Notice of Deviation (DSA Form 154); or
- (j) Failure to pay Subcontractor or suppliers.

4.4 Nonconforming Work. If CONTRACTOR defaults or neglects to carry out the work required to complete the PROJECT or fails to perform any provision hereof, DISTRICT may, after ten (10) calendar days written notice to the CONTRACTOR and without prejudice to any other remedy make good such deficiencies. The DISTRICT shall adjust the total Contract price by reducing the amount thereof by the cost of making good such deficiencies. If DISTRICT deems it inexpedient to correct work which is damaged, defective, or not done in accordance with Contract provisions, an equitable reduction in the Contract price (of at least 150% of the estimated reasonable value of the nonconforming work) shall be made.

ARTICLE 5 - HOLD HARMLESS & INDEMNITY

5.1 CONTRACTOR shall defend, indemnify and hold harmless DISTRICT, Architect, Inspector, the State of California and their officers, employees, agents and independent contractors from all liabilities, claims, actions, liens, judgments, demands, damages, losses, costs or expenses of any kind arising from death, personal injury, property damage or other cause based or asserted upon any act, omission, or breach connected with or arising from the progress of Work or performance of service under this Agreement or the Contract Documents. As part of this indemnity, CONTRACTOR shall protect and defend, at its own expense, DISTRICT, Architect, Inspector, the State of California and their officers, employees, agents and independent contractors from any legal action including attorney's fees or other proceeding based upon such act, omission, breach or as otherwise required by this Article.

5.2 Furthermore, CONTRACTOR agrees to and does hereby defend, indemnify and hold harmless DISTRICT, Architect, Inspector, the State of California and their officers, employees, agents and independent contractors from every claim or demand made, and every liability, loss, damage, expense or attorney's fees of any nature whatsoever, which may be incurred by reason of:

- (a) Liability for 1) death or bodily injury to persons; 2) damage or injury to, loss (including theft), or loss of use of, any property; 3) any failure or alleged failure to comply with any provision of law or the Contract Documents; or 4) any other loss, damage or expense, sustained by any person, firm or corporation or in connection with the Work called for in this Agreement or the Contract Documents, except for liability resulting from the sole or active negligence, or the willful misconduct of the DISTRICT.
- (b) Any bodily injury to or death of persons or damage to property caused by any act, omission or breach of CONTRACTOR or any person, firm or corporation employed by CONTRACTOR, either directly or by independent contract, including all damages or injury to or death of persons, loss (including theft) or loss of use of any property, sustained by any person, firm or corporation, including the DISTRICT, arising out of or in any way connected with Work covered by this Agreement or the Contract Documents, whether said injury or damage occurs either on or off DISTRICT property, but not for any loss, injury, death or damages caused by the sole or active negligence or willful misconduct of the DISTRICT.
- (c) Any dispute between CONTRACTOR and CONTRACTOR's subcontractors/supplies/ Sureties, including, but not limited to, any failure or alleged failure of the CONTRACTOR (or any person hired or employed directly or indirectly by the CONTRACTOR) to pay any Subcontractor or Materialman of any

tier or any other person employed in connection with the Work and/or filing of any stop notice or mechanic's lien claims.

CONTRACTOR, at its own expense, cost, and risk, shall defend any and all claims, actions, suits, or other proceedings that may be brought or instituted against the DISTRICT, its officers, agents or employees, on account of or founded upon any cause, damage, or injury identified herein Article 5 and shall pay or satisfy any judgment that may be rendered against the DISTRICT, its officers, agents or employees in any action, suit or other proceedings as a result thereof.

CONTRACTOR's and Subcontractors' obligation to defend, indemnify and hold harmless the Owner, Architect, Inspector, the State of California and their officers, employees, agents and independent contractors hereunder shall include, without limitation, any and all claims, damages, and costs for the following: (1) any damages or injury to or death of any person, and damage or injury to, loss (including theft), or loss of use of, any property; (2) breach of any warranty, express or implied; (3) failure of the CONTRACTOR or Subcontractors to comply with any applicable governmental law, rule, regulation, or other requirement; (4) products installed in or used in connection with the Work; and (5) any claims of violation of the Americans with Disabilities Act ("ADA")

5.3 The indemnity requirements described herein Article 5 is intended to apply during the period of CONTRACTOR's performance under this Contract and shall survive the expiration or termination of this Contract.

ARTICLE 6 - CONTRACTOR'S INSURANCE

6.1 Insurance Requirements. Before the commencement of the work on the Project ("Work"), the CONTRACTOR shall purchase from and maintain in a company or companies lawfully authorized to do business in California with a financial rating of at least an A-VIII status as rated in the most recent edition of Best's Insurance Reports or as amended by the Supplementary General Conditions, such insurance as will protect the DISTRICT from claims set forth below, which may arise out of or result from the CONTRACTOR's Work under the Contract and for which the CONTRACTOR may be legally liable, whether such Work are by the CONTRACTOR, by a Subcontractor, by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable. Any required insurance shall not contain any exclusion that applies to the type of work performed by the CONTRACTOR under the Contract Documents:

- (a) Claims for damages because of bodily injury, sickness, disease, or death of any person DISTRICT would require indemnification and coverage for employee claim;
- (b) Claims for damages insured by usual personal injury liability coverage, which are sustained by a person as a result of an offense directly or indirectly related to employment of such person by the CONTRACTOR or by another person;
- (c) Claims for damages because of injury or destruction of tangible property, including loss of use resulting therefrom, arising from operations under the Contract Documents;
- (d) Claims for damages because of bodily injury, death of a person, or property damage arising out of the ownership, maintenance, or use of a motor vehicle, all mobile equipment, and vehicles moving under their own power and engaged in the Work;
- (e) Claims involving contractual liability applicable to the CONTRACTOR's obligations under the Contract Documents, including liability assumed by and the indemnity and defense obligations of the CONTRACTOR and the Subcontractors; and
- (f) Claims involving Completed Operations, Independent CONTRACTORs' coverage, and Broad Form property damage, without any exclusions for collapse, explosion, demolition, underground coverage, and excavating. (XCU)
- (g) Claims involving sudden or accidental discharge of contaminants or pollutants.

6.2 Additional Insured Endorsement Requirements. The CONTRACTOR shall name, on any policy of insurance required under Article 6.1, the DISTRICT, Architect, Inspector, the State of California, their officers, employees, agents, volunteers and independent contractors as additional insureds. Subcontractors shall name the CONTRACTOR, the DISTRICT, Architect, Inspector, the State of California, their officers, employees, agents, volunteers and independent contractors as additional insureds. The Additional Insured Endorsement included on all such insurance policies shall be an ISO CG 20 10 (04/13), or an ISO CG 20 38 (04/13), or their equivalent as

determined by the DISTRICT in its sole discretion, and must state that coverage is afforded the additional insured with respect to claims arising out of operations performed by or on behalf of the insured. If the additional insureds have other insurance which is applicable to the loss, such other insurance shall be on an excess or contingent basis. The insurance provided by the CONTRACTOR must be designated in the policy as primary to any insurance obtained by the DISTRICT. The amount of the insurer's liability shall not be reduced by the existence of such other insurance.

6.3 Specific Insurance Requirements. CONTRACTOR shall take out and maintain and shall require all subcontractors, if any, whether primary or secondary, to take out and maintain:

(A) General Liability Insurance. Comprehensive General Liability Insurance with a combined single limit per occurrence of not less than \$2,000,000.00 or Commercial General Liability Insurance which provides limits of not less than:

(a) Per occurrence (combined single limit)	.....	\$2,000,000.00
(b) Project Specific Aggregate (for this project only)	.....	\$2,000,000.00
(c) Products and Completed Operations	.....	\$2,000,000.00
(d) Personal and Advertising Injury Limit	.....	\$1,000,000.00

(B) Insurance Covering Special Hazards

The following Special hazards shall be covered by riders or riders to above mentioned public liability insurance or property damage insurance policy or policies of insurance, in amounts as follows:

(a) Automotive and truck where operated in amounts	.....	\$1,000,000.00
(b) Material Hoist where used in amounts	.....	\$1,000,000.00
(c) Explosion, Collapse and Underground (XCU coverage)	.....	\$1,000,000.00
(d) Hazardous Materials	.....	\$1,000,000.00

In addition, provide Excess Liability Insurance coverage in the amount of Four Million Dollars (\$4,000,000.00).

6.4 Workers' Compensation Insurance. During the term of this Contract, the CONTRACTOR shall provide workers' compensation and employer's liability insurance for all of the CONTRACTOR's employees engaged in Work under this Contract on or at the Site of the Project and, in case any of the CONTRACTOR's Work is subcontracted, the CONTRACTOR shall require the Subcontractor to provide workers' compensation insurance for all the Subcontractor's employees engaged in Work under the subcontract. Any class of employee or employees not covered by a Subcontractor's insurance shall be covered by the CONTRACTOR's insurance. In case any class of employees engaged in Work under this Contract on or at the Site of the Project is not protected under the Workers' Compensation laws, the CONTRACTOR shall provide or cause a Subcontractor to provide insurance coverage for the protection of those employees not otherwise protected. The CONTRACTOR shall file with the DISTRICT certificates of insurance as required under this Article and in compliance with Labor Code § 3700.

6.5 Fire Insurance. Before the commencement of the Work, the CONTRACTOR shall procure, maintain, and cause to be maintained at the CONTRACTOR's expense, fire insurance on all Work subject to loss or damage by fire. The amount of fire insurance shall be sufficient to protect the Project against loss or damage in full until the Work is accepted by the DISTRICT. This requirement may be waived upon confirmation by the DISTRICT that such coverage is provided under the Builder's Risk Insurance being provided.

6.6 Automobile Insurance. The DISTRICT, Architect and Inspectors, their directors, officers, employees, agents and volunteers shall be covered as additional insureds with respect to the ownership, operation, maintenance, use, loading or unloading of any auto owned, leased, hired or borrowed by the CONTRACTOR or for which the CONTRACTOR is responsible. Such insurance coverage shall be primary and non-contributory insurance as respects the DISTRICT, Architect, Construction Manager, Project Inspector, their directors, officers, employees, agents and volunteers, or if excess, shall stand in an unbroken chain of coverage excess of the CONTRACTOR's scheduled underlying coverage. Any insurance or self-insurance maintained by the DISTRICT, Architect, Construction Manager, Project Inspector, their directors, officers, employees, agents and volunteers shall be excess of the CONTRACTOR's insurance and shall not be called upon to contribute with it. The insurer shall agree to

waive all rights of subrogation against the DISTRICT, Architect, Construction Manager, Project Inspector, their directors, officers, employees, agents and volunteers for losses paid under the terms of the insurance policy that arise from Work performed by the CONTRACTOR. Insurance Services Office Business Auto Coverage Form Number CA 0001, Code 1 (any auto) is required. Comprehensive Automobile Liability insurance to include all autos, owned, non-owned, and hired, with limits of \$1,000,000 per accident for bodily injury and property damage

6.7 Other Insurance. The CONTRACTOR shall provide all other insurance required to be maintained under applicable laws, ordinances, rules, and regulations.

6.8 Proof of Insurance. The CONTRACTOR shall not commence work on the PROJECT, nor shall it allow any Subcontractor to commence work on the PROJECT until all required insurance and certificates have been obtained and delivered in duplicate to the DISTRICT for approval subject to the following requirements:

(a) Certificates and insurance policies shall include the following clause:

“This policy shall not be non-renewed, canceled, or reduced in required limits of liability or amounts of insurance until notice has been mailed to the DISTRICT.”

(b) Certificates of insurance shall state in particular those insured, the extent of insurance, location and operation to which the insurance applies, the expiration date, and cancellation and reduction notices.

(c) Certificates of insurance shall clearly state that the DISTRICT and the Architect are named as additional insureds under the policy described and that such insurance policy shall be primary to any insurance or self-insurance maintained by DISTRICT.

(d) The CONTRACTOR and its Subcontractors shall produce a certified copy of any insurance policy required under this Section upon written request of the DISTRICT.

6.9 Compliance. In the event CONTRACTOR fails to furnish and maintain any insurance required by this Article, the CONTRACTOR shall be in default under the Contract. Compliance by CONTRACTOR with the requirement to carry insurance and furnish certificates or policies evidencing the same shall not relieve the CONTRACTOR from liability assumed under any provision of the Contract Documents, including, without limitation, the obligation to defend and indemnify the DISTRICT.

ARTICLE 7 - PREVAILING WAGES

Wage rates for this PROJECT shall be in accordance with the general prevailing rate of holiday and overtime work in the locality in which the work is to be performed for each craft, classification or type of work needed to execute the contract as determined by the Director of the Department of Industrial Relations. Copies of schedules of rates so determined by the Director of the Department of Industrial Relations are on file at the administrative office of the DISTRICT and are also available from the Director of the Department of Industrial Relations. The following are hereby referenced and made a part of this Agreement and CONTRACTOR stipulates to the provisions contained therein:

(a) Chapter 1 of Part 7 of Division 2 of the Labor Code (Section 1720 et seq.);

(b) California Code of Regulations, Title 8, Chapter 8, Subchapters 3-6 (Section 16000 et seq.); and

ARTICLE 8 - TERMINATION OF THE CONTRACT

8.1 Termination for Cause. The DISTRICT may terminate the CONTRACTOR and/or this Contract for the following reasons:

(a) Persistently or repeatedly refuses or fails to supply enough properly skilled workers or proper materials;

(b) Persistently or repeatedly is absent, without excuse, from the job site;

(c) Fails to make payment to Subcontractors, suppliers, materialmen, etc.;

(d) Persistently disregards laws, ordinances, rules, regulations, or orders of a public authority having jurisdiction;

(e) Becomes bankrupt or insolvent, including the filing of a general assignment for the benefit of creditors;

- (f) CONTRACTOR fails to follow the inspection procedure required by DSA or takes actions to delay or frustrate the inspection process; or
- (g) Otherwise is in substantial breach of a provision of the Contract Documents.

8.2 Notification of Termination. When any of the above reasons set forth in Article 8.1 above exists, the DISTRICT may, without prejudice to any other rights or remedies of the DISTRICT and after giving the CONTRACTOR and the CONTRACTOR's surety (if applicable) written notice of five (5) days, terminate the CONTRACTOR and/or this Contract and may, subject to any prior rights of the surety (if applicable):

- (a) Take possession of the PROJECT and of all material, equipment, tools, and construction equipment and machinery thereon owned by the CONTRACTOR;
- (b) Accept assignment of Subcontracts. CONTRACTOR acknowledges and agrees that if the DISTRICT (in its sole and absolute discretion) decides to takeover completion of the PROJECT, the CONTRACTOR agrees to immediately assign all subcontracts to the DISTRICT which the DISTRICT has chosen to accept; and
- (c) Complete the Work by any reasonable method the DISTRICT may deem expedient, including contracting with a replacement contractor or contractors.

8.3 Payments Withheld. If the DISTRICT terminates the Contract for one of the reasons stated in Article 8.1 above, the CONTRACTOR shall not be entitled to receive further payment until the Work is complete. All costs associated with the termination and completion of the PROJECT shall be the responsibility of the CONTRACTOR and/or its surety (if applicable).

8.4 Payments Upon Completion. If the unpaid balance of the Contract Sum exceeds costs of completing the PROJECT, including compensation for professional services and expenses made necessary thereby, such excess shall be paid to the CONTRACTOR. If such costs exceed the unpaid balance, the CONTRACTOR shall pay the difference to the DISTRICT. This payment obligation shall survive completion of the Contract.

8.5 Termination for Convenience. DISTRICT may terminate the Contract upon fifteen (15) calendar days of written notice to the CONTRACTOR and use any reasonable method the DISTRICT deems expedient to complete the Project, including contracting with replacement contractor or contractors, if it is found that reasons beyond the control of either the DISTRICT or CONTRACTOR make it impossible or against the DISTRICT's interest to complete the Project. In such a case, the CONTRACTOR shall have no Claims against the DISTRICT except for: (1) the actual cost for approved labor, materials, and services performed in accordance with the Contract Documents which have not otherwise been previously paid for and which are supported and documented through timesheets, invoices, receipts, or otherwise; and (2) profit and overhead of ten percent (10%) of the approved costs in item (1); and (3) termination cost of five percent (5%) of the approved costs in item (1). CONTRACTOR acknowledges and agrees that if the DISTRICT (in its sole and absolute discretion) decides to takeover completion of the Project, the CONTRACTOR agrees to immediately assign all subcontracts to the DISTRICT which the DISTRICT has chosen to accept.

8.6 In the event of a dispute between the DISTRICT and CONTRACTOR, the CONTRACTOR shall proceed diligently with performance of the Contract, and the DISTRICT shall continue to make any undisputed payments in accordance with the Contract. If the dispute is not resolved informally, CONTRACTOR agrees it will neither rescind the Contract nor stop the progress of the work, but CONTRACTOR's sole remedy shall be to comply with the Dispute procedure set forth in Section 34 of the Terms and Conditions to Contract.

ARTICLE 9 - COMPLETION OF THE WORK

9.1 Close-Out Procedures

- (a) *Incomplete Punch Items.* When the CONTRACTOR considers the Work Substantially Complete (See Article 2 for definition of Substantially Complete), the CONTRACTOR shall prepare and submit to the DISTRICT a comprehensive list of minor items to be completed or corrected (hereinafter "Incomplete Punch Items"). The CONTRACTOR and/or its Subcontractors shall proceed promptly to complete and correct the Incomplete Punch Items listed. Failure to include an item on such list does not alter the

responsibility of the CONTRACTOR to complete all Work in accordance with the Contract Documents. CONTRACTOR is aware that Title 24 Section 4-343(a) provides:

“RESPONSIBILITIES. IT IS THE DUTY OF THE CONTRACTOR TO COMPLETE THE WORK COVERED BY HIS OR HER CONTRACT IN ACCORDANCE WITH THE APPROVED PLANS AND SPECIFICATIONS THEREFOR. THE CONTRACTOR IN NO WAY IS RELIEVED OF ANY RESPONSIBILITY BY THE ACTIVITIES OF THE ARCHITECT, ENGINEER, INSPECTOR OR DSA IN THE PERFORMANCE OF SUCH DUTIES.”

If any of the conditions noted in Article 2 as defining Substantial Completion are not met, the Inspector, Architect or District may reject CONTRACTOR's Incomplete Punch Items as premature. If the Architect and Inspector commence review of Incomplete Punch Items, all rights are reserved until the Project actually meets the definition of Substantially Complete. Liquidated Damages, warranties, and other contractual rights are not affected by Incomplete Punch Items unless otherwise addressed in these General Conditions.

Once the Inspector, Architect, and/or DISTRICT determine the Project is Substantially Complete, a Certificate of Substantial Completion shall be issued. The Inspector, Architect, and/or DISTRICT shall prepare a Punch List of items which is an inspection report of the Work, if any, required in order to complete the Contract Documents and ensure compliance with the Plans and Specifications so the Project may be completed by the CONTRACTOR and a final DSA Close-Out is approved. When all Work for the Project is Complete, including Punch Lists and all Work complies with the approved Contract Documents and Change Orders, the Project has reached Final Completion.

(b) *Time for Completion of Punch List.* CONTRACTOR shall only be given a period of no more than thirty (30) days to complete the Punch List on Project. During the Punch List period CONTRACTOR Superintendent and Project Manager shall remain engaged in the Project and shall not be removed or replaced. If the Punch List is not completed at the end of the Punch List time then CONTRACTOR shall issue a valued Punch List within 5 days after the date the Punch List time ends. If CONTRACTOR does not issue such a list, the DISTRICT or Architect may issue a valued Punch List to the CONTRACTOR and withhold up to 150% of the value of the Punch List Work.

Failure to issue a timely written request for additional time to complete Punch List shall result in the deletion of the remaining Punch List Work and the issuance of a Deductive Change Order.

A. Extension of Time to Complete Punch List. If CONTRACTOR cannot finish the Punch List Work during the time period allotted under Article 9.1(b), the CONTRACTOR may make a written request for a Non-Compensable Punch List time extension accompanied by an estimate of the number of additional days it will take to complete the Punch List Work for a written consent from the DISTRICT to allow continued Punch List Work. Punch List time extensions are a maximum of thirty (30) days for each request and must be accompanied by an Itemized Valued Punch List.

B. If there is no valued Punch List accompanying any request or if CONTRACTOR intends to undertake Punch List without the continued support and supervision of its Superintendent and Project Manager, the DISTRICT, Construction Manager or Architect may issue a valued Punch List, reject the Punch List Time Extension and deduct 150% of the valued Punch List and proceed to Close-Out the Project. CONTRACTOR shall cease work on the Project and proceed to complete CONTRACTOR's Retention Payment Application and complete the Work for the Project required pursuant to Article 9.4(c).

(c) *DISTRICT Rejection of Written Request for Punch List Time Extensions.* Following sixty (60) Days of Punch List under Article 9.1(b), the DISTRICT has the option of rejecting Punch List Time Extension requests. The DISTRICT may deduct the value of remaining Punch List Work. If the DISTRICT rejects the Punch List Time Extension request then CONTRACTOR shall cease Work on the Project and proceed to Final Inspection pursuant to Article 9.4(b).

(d) *Punch List Liquidated Damages to Compensate for Added DISTRICT Project Costs.* If the total time utilized for Punch List exceeds sixty (60) days [the thirty (30) day period under Article 9.1(b) plus an additional thirty (30) day period that has been requested in writing], and the DISTRICT grants an additional written Punch List Time Extension that exceeds sixty (60) days of Punch List, then Contractor shall be charged liquidated damages in accordance with Article 3 for continued Punch List Work to compensate for an Inspector, Architect, and/or Construction Manager's extended time on the Project.

CONTRACTOR received thirty (30) days without any charges for Punch List Liquidated Damages and is placed on notice pursuant to this Article and dollar amount indicated in Article 3 is due for each day of Punch List that exceeds sixty (60) days. Starting at ninety (90) days of Punch List (an excessive number of days to complete Punch List), the DISTRICT shall be entitled to adjust Punch List Liquidated Damages to an estimate of the actual costs incurred to oversee, monitor and inspect the Punch List. If costs exceed the amount indicated in Article 3 per day, the anticipated extended contract charges for Inspection, Architect, Construction Manager, and any other costs that will be incurred due to the extended Punch List shall be itemized and a daily rate of Punch List Liquidated Damages shall be presented in writing to the CONTRACTOR within five (5) days following the receipt of a written request for Punch List time extension by the CONTRACTOR that extends the Punch List time beyond ninety (90) days. This written notice of actual Punch List Liquidated Damages may be provided to the CONTRACTOR at any time following the first written request for Punch List Time extension requested under Article 9.1(b). The Adjusted Actual Punch List Liquidated Damage amount shall be applicable as Punch List Liquidated Damages commencing on the ninetieth (90th) day of Punch List.

9.2 Close-Out Requirements for Final Completion of the Project

(a) Utility Connections. Buildings shall be connected to water, gas, sewer, and electric services, complete, and ready for use. Service connections shall be made and existing services reconnected.

(b) As-Built Up to Date and Complete. The intent of this procedure is to obtain an exact "As-Built" record of the Work upon completion of the project. The exact location and elevations of all covered utilities, including valves, cleanouts, etc. must be shown shall be carefully and correctly drawn on the prints and all items shall be accurately located and dimensioned from finished surfaces of building walls on all record drawings.

A. CONTRACTOR is liable and responsible for inaccuracies in As-Built drawings, even if they become evident at some future date.

B. Upon completion of the Work and as a condition precedent to approval of Retention Payment, CONTRACTOR shall obtain the Inspector's (or DISTRICT when there is no Project Inspector) approval of the "As-Built" information. When completed, CONTRACTOR shall deliver corrected sepias and/or a Diskette with an electronic file in a format acceptable to the DISTRICT.

C. DISTRICT may withhold the cost to hire a draftsman and potholing and testing service to complete Record As-Built Drawings at substantial cost if the CONTRACTOR does not deliver a complete set of Record As-Built Drawings. This shall result in withholding of between \$10,000 to \$20,000 per building that does not have a corresponding Record As-Built Drawing.

(c) Any Work not installed as originally indicated on Drawings.

(d) All DSA Close-Out requirements (See DSA Certification Guide) CONTRACTOR is also specifically directed to Item 3.2 in the DSA Certification Guide and the applicable certificates for the DSA-311 form.

(e) Submission of Form 6-C. CONTRACTOR shall be required to execute a Form 6-C as required under Title 24 Sections 4-343. The CONTRACTOR understands that the filing with DSA of a Form 6-C is a requirement to obtain final DSA Approval of the Construction by CONTRACTOR and utilized to verify under penalty of perjury that the Work performed by CONTRACTOR complies with the DSA approved Contract Documents. The failure to file a DSA Form 6-C has two consequences. First, the Construction of the Project will not comply with the Design Immunity Provisions of Government Code Section 830.6 and exposes the DISTRICT and the individual Board members to Personal Liability for injuries that occur on the Project.

Secondly, under DSA IR A-20, since the Project cannot be certified by DSA, no future or further Projects will be authorized so CONTRACTOR will have essentially condemned the campus from any future modernization or addition of new classrooms through their failure to file the DSA Form 6-C.

A. Execution of the DSA Form 6-C is mandatory. Refusal to Execute the Form 6-C, which is a Final DSA Verified Report that all Work performed complies with the DSA approved Contract Documents is a violation of Education Code Section 81144 and shall be referred to the Attorney General for Prosecution.

B. Referral to the DISTRICT Attorney for Extortion. If the CONTRACTOR's refusal to execute the DSA Form 6-C is to leverage a Dispute, Claim or Litigation, then the matter shall also be referred to the DISTRICT Attorney for prosecution for Extortion.

C. CONTRACTOR shall be Responsible for All Costs to Certify the Project. The DISTRICT may certify the Project complies with Approved Plans and Specifications by utilizing the procedures under the Project Certification Guide (Located at the DSA website at http://www.documents.dgs.ca.gov/dsa/plan_review_process/project_certification_guide_update_d_03-15-13.pdf). All costs for professionals, inspection, and testing required for an alternate Project Certification shall be the CONTRACTOR's responsibility and the DISTRICT reserves its right to institute legal action against the CONTRACTOR and CONTRACTOR's Surety for all costs to certify the Project and all costs to correct Non-Compliant Work that is discovered during the Alternate Certification Process.

(f) Maintenance Manuals. At least thirty (30) days prior to final inspection, three (3) copies of complete operations and maintenance manuals, repair parts lists, service instructions for all electrical and mechanical equipment, and equipment warranties shall be submitted. All installation, operating, and maintenance information and Drawings shall be bound in 8½" x 11" binders. Provide a table of contents in front and all items shall be indexed with tabs. Each manual shall also contain a list of subcontractors, with their addresses and the names of persons to contact in cases of emergency. Identifying labels shall provide names of manufactures, their addresses, ratings, and capacities of equipment and machinery.

A. Maintenance manuals shall also be delivered in electronic media for the Project. Any demonstration videos shall also be provided on electronic media.

(g) Inspection Requirements. Before calling for final inspection, CONTRACTOR shall determine that the following Work has been performed:

- A. The Work has been completed.
- B. Mechanical and electrical Work complete, fixtures in place, connected and tested.
- C. Electrical circuits scheduled in panels and disconnect switches labeled.
- D. Painting and special finishes complete.
- E. Doors complete with hardware, cleaned of protective film relieved of sticking or binding and in working order.
- F. Tops and bottoms of doors sealed.
- G. Floors waxed and polished as specified.
- H. Broken glass replaced and glass cleaned.
- I. Grounds cleared of CONTRACTOR's equipment, raked clean of debris, and trash removed from Site.
- J. Work cleaned, free of stains, scratches, and other foreign matter, replacement of damaged and broken material.
- K. Finished and decorative work shall have marks, dirt and superfluous labels removed.
- L. Final cleanup.
- M. All Work pursuant to Article 9.4.
- N. Furnish a letter to DISTRICT stating that the DISTRICT's Representative or other designated person or persons have been instructed in working characteristics of mechanical and electrical equipment.

9.3 Costs of Multiple Inspections

More than two (2) requests of the DISTRICT to make inspections required under Paragraph 9.1 shall be considered an additional service of Architect, Inspector, Engineer or other consultants shall be the CONTRACTOR's responsibility and all subsequent costs will be prepared as a Deductive Change Order.

9.4 Completion and Final Payment

(a) Final Payment (95% Billing). The following items must be completed before the Final Pay Application will be accepted for processing at Substantial Completion of the Project:

- A. Inspector Sign off of each item in the DSA 152 Project Inspection Card;
- B. The Project has reached the Punch List items under Article 9.1(a) and the Project has been determined to be Substantially Complete under Article 2;
- C. Removal of temporary facilities and services;
- D. Testing, adjusting and balance records are complete;
- E. Removal of surplus materials, rubbish, and similar elements;
- F. Changeover of Door locks;
- G. Deductive items pursuant to Article 4; and,
- H. Completion and submission of all final Change Orders for the Project.

(b) Final Inspection (Punch List Completion)

CONTRACTOR shall comply with Punch List procedures under Article 9.1(a), and maintain the presence of Project Superintendent and Project Manager (not replacement project superintendent or project manager) until the Punch List is complete to ensure proper and timely completion of the Punch List. Under no circumstances shall CONTRACTOR demobilize its forces prior to completion of the Punch List.

Upon completion of the Work under Article 9.1, the CONTRACTOR shall notify the DISTRICT and Architect, who shall again inspect such Work. If the Architect and the DISTRICT finds the Work contained in Punch List acceptable under the Contract Documents and, therefore, the Work shall have reached Final Completion. Architect shall notify CONTRACTOR, who shall then submit to the Architect its Application for Retention Payment. This Application for Retention Payment shall contain any deductions under Article 4, including but not limited to incomplete Punch List items under Article 9.1.

Upon receipt and approval of Application for Retention Payment, the Architect shall issue a Form 6 stating that to the best of its knowledge, information, and belief, and on the basis of its observations, inspections, and all other data accumulated or received by the Architect in connection with the Work, such Work has been completed in accordance with the Contract Documents. The DISTRICT shall thereupon inspect such Work and either accept the Work as complete or notify the Architect and the CONTRACTOR in writing of reasons why the Work is not complete. Upon acceptance of the Work of the CONTRACTOR as fully complete (which, absent unusual circumstances, will occur when the Punch List items have been satisfactorily completed), the DISTRICT shall record a Notice of Completion with the County Recorder, and the CONTRACTOR shall, upon receipt of payment from the DISTRICT, pay the amounts due Subcontractors.

If the Architect and the DISTRICT find that the Work Contained in the Punch List is unacceptable, then CONTRACTOR shall issue a valued Punch List within 5 days after the date the Punch List time ends. If CONTRACTOR does not issue such a list, the Owner or Architect may issue a valued Punch List to the CONTRACTOR and withhold up to 150% of the value of the Punch List Work.

(c) Retainage (100% Billing for the Entire Project)

The retainage, less any amounts disputed by the DISTRICT or which the DISTRICT has the right to withhold Pursuant to Article 4 (including but not limited to incomplete Punch List items under Article 9.1), shall be paid after approval by the DISTRICT of the Application for Retention Payment, after the satisfaction of the conditions set forth in Article 9, the Final Inspection under Article 9.4(b) is completed, and after thirty-five (35) days after the acceptance of the Work and recording of the Notice of Completion

by DISTRICT. No interest shall be paid on any retainage, or on any amounts withheld due to a failure of the CONTRACTOR to perform, in accordance with the terms and conditions of the Contract Documents, except as provided to the contrary in any Escrow Agreement between the DISTRICT and the CONTRACTOR.

A. Procedures for Application for Retention Payment. The following conditions must be fulfilled prior to release of Retention Payment:

- i. A full and final waiver or release of all Stop Notices in connection with the Work shall be submitted by CONTRACTOR, including a release of Stop Notice in recordable form, together with (to the extent permitted by law) a copy of the full and final release of all Stop Notice rights.
- ii. CONTRACTOR shall have made all corrections, including all Punch List Items, to the Work which are required to remedy any defects therein, to obtain compliance with the Contract Documents or any requirements of applicable codes and ordinances, or to fulfill any of the orders or directions of DISTRICT required under the Contract Documents.
- iii. Each Subcontractor shall have delivered to the CONTRACTOR all written guarantees, warranties, applications, releases from the Surety and warranty bonds (if applicable) required by the Contract Documents for its portion of the Work.
- iv. CONTRACTOR must have completed all requirements set forth in Article 9.
- v. CONTRACTOR must have issued a Form 6-C for the Project.
- vi. CONTRACTOR shall have delivered to the DISTRICT all manuals and materials required by the Contract Documents.
- vii. CONTRACTOR shall have completed final clean up.
- viii. CONTRACTOR shall have all deductive items under Article 4 as part of the Retention Payment.

(d) Recording of a Notice of Completion After Punch List Period and Final Inspection.

When the Work, or designated portion thereof, is complete or the DISTRICT has completed the Article 4 process, the DISTRICT will file either a Notice of Completion or a Notice of Completion noting Valued Punch List items. Valued Punch List items will be deducted from the Retention Payment.

During the time when Work is being performed on the Punch List, the Project does not meet the definition of "Complete" under Public Contract Code Section 7107(c)(1) even if there is "beneficial occupancy" of the Project since that has been no "cessation of labor" on the Project. Completion of Punch List under this Article is not "testing, startup, or commissioning by the public entity or its agent." In other words, the continuing Punch List Work is CONTRACTOR labor on the Project until each and every item of Punch List Work is complete or the time periods under Article 9.1 have expired.

(e) Warranties

Warranties required by the Contract Documents shall commence on the date of Completion of the entire Work. Warranty periods DO NOT commence at Substantial Completion or when a particular subcontractor work is complete. No additional charges, extras, Change Orders, or Claims may be sought for warranties commencing from the Notice of Completion.

DISTRICT shall have the right to utilize equipment, test, and operate as necessary for acclimation, or testing without voiding or starting warranties. Taking beneficial occupancy shall not start warranties except in the case where the DISTRICT agrees, in writing, that warranties shall commence running or where the DISTRICT is taking phased occupancy of specific buildings or areas and completes separate Punch Lists.

(f) Time for Submission of Application for Final Payment and Retention Payment (Unilateral Processing of Final and Retention Pay Application).

If CONTRACTOR submits a Final Pay Application which fails to include deductive items under Article 4, the DISTRICT or Architect shall note this defective request for Final Pay Application. The CONTRACTOR shall be notified that specific deductive items shall be included in the Final Pay Application. If CONTRACTOR either continues to submit the Final Pay Application without deductive items under Article 4, or a period of 14 calendar days passes after CONTRACTOR is provided written notice of deductive items for inclusion in Final Pay Application, then DISTRICT may either alter the Final Pay Application and recalculate the math on the Final Pay Application to address the Article 4 deductive items or process a Unilateral Final Pay Application.

(g) Unilateral Release of Retention

After the recordation of the Notice of Completion, or within sixty (60) days following the completion of the Punch List or the expiration of the time for completion of Punch List under Article 9.9.1, if CONTRACTOR does not make an Application for Release of Retention, the DISTRICT may unilaterally release retention less any deducts under Article 4, withholds due to stop notice, or other defective work on the Project. DISTRICT may also choose to unilaterally release Retention after deduction of 150% of any disputed items, which may also include items under Article 4. If a deduction pursuant to Article 4 is made from Retention, a letter deducting specific valued items shall be considered a notice of Default under the terms of the Escrow Agreement.

ARTICLE 10 - CHANGES IN THE WORK

10.1 Changes

(a) No Changes Without Authorization

There shall be no change whatsoever in the Drawings, Specifications, or in the Work without an executed Change Order, Change Order Request, Immediate Change Directive, or order by the Architect for a minor change in the Work as herein provided. District shall not be liable for the cost of any extra work or any substitutions, changes, additions, omissions, or deviations from the Drawings and Specifications unless the District's Governing Board or designated representative with delegated authority (subject to Board ratification) has authorized the same and the cost thereof approved in writing by Change Order or executed Construction Change Directive. No extension of time for performance of the Work shall be allowed hereunder unless claim for such extension is made at the time changes in the Work are ordered, and such time duly adjusted in writing in the Change Order. The provisions of the Contract Documents shall apply to all such changes, additions, and omissions with the same effect as if originally embodied in the Drawings and Specifications. Notwithstanding anything to the contrary in this Article 10, all Change Orders shall be prepared and issued by the Architect or District and shall become effective when executed by the District's Governing Board, the Architect, and the Contractor.

Should any Change Order result in an increase in the Contract price, the cost of such Change Order shall be agreed to, in writing, in advance by Contractor and District and be subject to the monetary limitations set forth in Public Contract Code section 20659 (Please check with the District since there are different interpretations of the limitations of Public Contract Code section 20659 depending on the County the Project is located). In the event that Contractor proceeds with any change in Work without first notifying District and obtaining the Architect's and District's consent to a Change Order, Contractor waives any claim of additional compensation for such additional work and Contractor takes the risk that a Notice of Non-Compliance may issue, a critical path Project delay may occur, and the Contractor will also be responsible for the cost of preparation and DSA CCD review fees for a corrective DSA approved Construction Change Directive.

CONTRACTOR UNDERSTANDS, ACKNOWLEDGES, AND AGREES THAT THE REASON FOR THIS NOTICE REQUIREMENT IS SO THAT DISTRICT MAY HAVE AN OPPORTUNITY TO ANALYZE THE WORK AND DECIDE WHETHER THE DISTRICT SHALL PROCEED WITH THE

CHANGE ORDER OR ALTER THE PROJECT SO THAT SUCH CHANGE IN WORK BECOMES UNNECESSARY AND TO AVOID THE POSSIBLE DELAYS ASSOCIATED WITH THE ISSUANCE OF A NOTICE OF NON-COMPLIANCE.

(b) Notices of Non-Compliance

Contractor deviation or changes from approved Plans and Specifications may result in the issuance of a Notice of Non-Compliance (See DSA Form 154). Contractor is specifically notified that deviations from the Plans and Specifications, whether major or minor, may result in the requirement to obtain a DSA Construction Change Directive to correct the Notice of Non-Compliance. (See Article 10.3.(a)(A) for Definition of CCD). In some cases, the lack of a DSA approved CCD AND verification from the Inspector that a Notice of Non-Compliance has been corrected may result in a critical path delay to the next stage of Work on the Project. Specifically, a deviation from approved Plans and Specifications may prevent approval of the category of Work listed in the DSA 152 Project Inspection Card. Any delays that are caused by the Contractor's deviation from approved Plans and Specifications shall be the Contractor's responsibility.

(c) Architect Authority

The Architect will have authority to order minor changes in the Work that do not involve DSA Approval not involving any adjustment in the Contract Sum, or an extension of the Contract Time.

10.2 Change Orders ("CO")

(a) A CO is a written instrument prepared by the Architect and signed by the District (as authorized by the District's Governing Board), the Contractor, and the Architect stating their agreement upon all of the following:

- A. A description of a change in the Work;
- B. The amount of the adjustment in the Contract Sum, if any; and
- C. The extent of the adjustment in the Contract Time, if any.

A CO may be comprised of ICD's, Response to RFP's and COR's

10.3 Construction Change Directive (CCD Category A, and CCD Category B) and Immediate Change Directive (ICD)

(a) Definitions

A. Construction Change Directive (CCD). A Construction Change Directive is a DSA term that is utilized to address changes to the DSA approved Plans and Specifications. There are two types of Construction Change Directives. 1) DSA approved CCD Category A (DSA Form 140) for Work affecting Structural, Access or Fire-Life Safety of the Project which will require a DSA approval; and 2) CCD Category B (DSA Form 141) for work NOT affecting Structural Safety, Access Compliance or Fire and Life Safety that will not require a DSA approval (except to confirm that no Approval is required);

B. Immediate Change Directive (ICD). An Immediate Change Directive is a written order to the Contractor prepared by the Architect and signed by the District (and CM if there is a CM on the Project) and the Architect, directing a change in the Work and stating a proposed basis for adjustment, if any, in the Contract Sum or Contract Time, or both. The District may by ICD, without invalidating the Contract, direct immediate changes in the Work within the general scope of the Contract consisting of additions, deletions, or other revisions within. If applicable, the Contract Sum and Contract Time will be adjusted accordingly. In the case of an Immediate Change Directive being issued, Contractor must commence Work immediately or delays from failure to perform the ICD shall be the responsibility of Contractor and the failure to move forward with Work immediately shall also be grounds for Termination under Article 8.

(b) Use to Direct Change

An ICD shall be used to move work forward immediately and to avoid delay. In some cases, an ICD shall be issued in the absence of agreement on the terms of a CO, COR, or RFP. The anticipated not to exceed price for the Work will be inserted into the ICD. In the case of an ICD issued to correct Contractor Deficiencies or to correct a Contractor caused Notice of Non-Compliance, the ICD may be issued with \$0 and 0 time. Contract may prepare a COR associated with the ICD pursuant to Article 10. However, Contractor shall proceed with all Work required under an Approved ICD immediately upon issuance. Failure to proceed with the Work under an ICD shall be grounds for Termination for Cause under Article 8.

If adequate time exists, an ICD may be subject of an RFP for pricing and determination if any time that may be required. However, if an RFP is not completed, Contractor shall immediately commence Work when an ICD is issued. If the RFP is incomplete, it may still be completed to be submitted for Pricing Purposes as long as the PR is submitted within the timeline provided by the PR, or within 10 days following issuance of the ICD.

(c) ICD Issued Over a Notice of Non-Compliance or to Cover Work Subject to a DSA 152 Sign Off

In some cases, an ICD shall be for the purpose of proceeding with Work to keep the Project on Schedule and as an acknowledgement by the District that Contractor is proceeding with Work contrary to a Notice of Non-Compliance, prior to issuance of a DSA approved CCD Category A, or to direct the covering of Work which has not yet received a DSA 152 Inspection Approval to move forward.

A. Contractor Compliance with all Aspects of an ICD. Contractor is to undertake the ICD and comply with all aspects of the Work outlined in the ICD. Inspector is to inspect the Work pursuant to the ICD. Failure to follow the ICD may result in Termination of the Contractor pursuant to Article 8.

B. Exception in the Case of DSA Issued Stop Work Order. Contractor must proceed with an ICD even if a CCD has not been approved by DSA except in the case of a DSA issued Stop Work Order. If a DSA Stop Work Order is issued, Contractor must stop work and wait further direction from the District.

C. ICD Due to Contractor Deficiency or Contractor Caused Notice of Non-Compliance. If an ICD is issued to correct a Contractor Deficiency or a Contractor caused notice of Non-Compliance, Contractor specifically acknowledges responsibility for all consequential damages associated with the Contractor Deficiency or Contractor Caused Notice of Non-Compliance and all consequential damages and costs incurred to correct the deficiency.

10.3 Request for Information ("RFI")

(a) Definition

An RFI is a written request prepared by the Contractor requesting the Architect to provide additional information necessary to clarify or amplify an item which the Contractor believes is not clearly shown or called for in the Drawings or Specifications, or to address problems which have arisen under field conditions.

A. An RFI shall not be used as a vehicle to generate time extensions.

B. Resubmission of the same or similar RFI is not acceptable. RFI's that are similar should be addressed in Project meetings where the requestor (Contractor, subcontractor or vendor) is able to address the particular issue with the Architect or Engineer and a resolution addressed in the minutes.

C. An RFI response applicable to a specific area cannot be extended to other situations unless specifically addressed in writing within the RFI or in a separate RFI.

D. RFI's should provide a proposed solution and should adequately describe the problem that has arisen.

(b) Scope

The RFI shall reference all the applicable Contract Documents including Specification section, detail, page numbers, Drawing numbers, and sheet numbers, etc. The Contractor shall make suggestions and interpretations of the issue raised by the RFI. An RFI cannot modify the Contract Cost, Contract Time, or the Contract Documents.

(c) Response Time

The Architect must respond to a RFI within a reasonable time after receiving such request. If the Architect's response results in a change in the Work, then such change shall be effected by a written CO, COR, RFP, or ICD, if appropriate. If the Architect cannot respond to the RFI within a reasonable time, the Architect shall notify the Contractor, with a copy to the Inspector and the District, of the amount of time that will be required to respond.

(d) Costs Incurred

The Contractor shall be responsible for any costs incurred for professional services, which shall be subject to a Deductive Change Order, if an RFI requests an interpretation or decision of a matter where the information sought is equally available to the party making such request. District, at its sole discretion, shall issue a Deductive Change Order to Contractor for all such professional services arising from this Article.

10.4 Request for Proposal ("RFP")

(a) Definition

An RFP is a written request prepared by the Architect (and/or CM) requesting the Contractor to submit to the District and the Architect an estimate of the effect of a proposed change on the Contract Price and (if applicable) the Contract Time. If Architect issues a CCD, the Changed items in the CCD shall be addressed as an RFP and all responses shall be prepared to a CCD as addressed in this Paragraph 10.4.

(b) Scope

An RFP shall contain adequate information, including any necessary Drawings and Specifications, to enable Contractor to provide the cost breakdowns required by Paragraph 10.6. The Contractor shall not be entitled to any Additional Compensation for preparing a response to an RFP, whether ultimately accepted or not.

(c) Response Time

Contractor shall respond to an RFP within ten (10) days or the time period otherwise set forth in the RFP.

10.5 Change Order Request ("COR")

(a) Definition

A COR is a written request prepared by the Contractor supported by backup documentation requesting that the District and the Architect issue a CO based upon a proposed change, cost, time, or cost and time that may be incurred on the Project or arising from an RFP, ICD, or CCD.

(b) Changes in Price

A COR shall include breakdowns per Paragraph 10.6 to validate any change in Contract Price due to proposed change or claim.

(c) Changes in Time

A COR shall also include any additional time required to complete the Project only if the delay is a critical path delay. Any additional time requested shall not be the number of days to make the proposed change, but must be based upon the impact to the Project Schedule as defined in Article 2. A schedule fragnet showing the time delay must be submitted with the COR. Any changes in time will be granted only if there is an impact to the critical path. If Contractor fails to request a time extension in a COR, then the Contractor is thereafter precluded from requesting or claiming a delay.

10.6 Cost of Change Orders

(a) Scope

Within ten (10) days after a request is made for a change that impacts the Contract Sum as defined in Article 4, the critical path, or the Contract Time as defined in Article 2, the Contractor shall provide the District and the Architect, with a written estimate of the effect of the proposed CO upon the Contract Sum and the actual cost of construction, which shall include a complete itemized cost breakdown of all labor and material showing actual quantities, hours, unit prices, and wage rates required for the change, and the effect upon the Contract Time of such CO. Changes may be made by District by an appropriate written CO, or, at the District's option, such changes shall be implemented immediately upon the Contractor's receipt of an appropriate written Construction Change Directive.

District may, as provided by law and without affecting the validity of this Agreement, order changes, modification, deletions and extra work by issuance of written CO or Construction Change Directives from time to time during the progress of the Project, Contract sum being adjusted accordingly. All such Work shall be executed under conditions of the original Agreement except that any extension of time caused thereby shall be adjusted at time of ordering such change. District has discretion to order changes on a "time and material" basis with adjustments to time made after Contractor has justified through documentation the impact on the critical path of the Project.

(b) Time and Material Charges. If the District orders Work on a "time and material" basis, timesheets shall be signed daily by the Inspector or District Designee at or near the time the Work is actually undertaken and shall show the hours worked, and the Work actually completed. No time sheets shall be signed the next day. A copy shall be provided to the Person signing the document at the time the document is signed, but not before 10 am the following day.

(c) Determination of Cost

The amount of the increase or decrease in the Contract Price from a CO or COR, if any, shall be determined in one or more of the following ways as applicable to a specific situation:

- A. Mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation. If an agreement cannot be reached within fifteen (15) days after submission and negotiation of Contractor's proposal, Contractor may submit pursuant to Paragraph 10.6(d). Submission of sums which have no basis in fact are at the sole risk of Contractor and may be a violation of the False Claims Act set forth under Government Code Section 12650 et seq.);
 - i. If the District objects to 10.6(c).A as a method for submission due to inaccuracies in the submitted amount, overstatement of manpower or time required to perform the CO, or unreliability of the data provided, the District may either have the Architect or a professional estimator determine the cost for the CO, and the applicable time extension, or the Contractor shall utilize Paragraph 10.6(c).D or 10.6(d).
 - ii. Once the District provides a written objection to use of Article 10.6(c).A due to unreliability of the estimated price, the Contractor shall no longer utilize mutual acceptance of a lump sum as a method for submission of CO's and shall provide a breakdown of estimated or actual costs pursuant to Article 10.6(c).D or 10.6(d).
- B. By unit prices contained in Contractor's original bid and incorporated in the Project documents or fixed by subsequent agreement between District and Contractor;
- C. Cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee. However, in the case of disagreement, Contractor must utilize the procedure under section 10.6(d).; or
- D. By cost of material and labor and percentage of overhead and profit. If the value is determined by this method the following requirements shall apply:
 - i. Basis for Establishing Costs

- a) Labor will be the actual cost for wages prevailing locally for each craft or type of workers at the time the extra Work is done, plus employer payments of payroll taxes and workers compensation insurance (exclude insurance costs as part of the Overhead and Profit mark-up), health and welfare, pension, vacation, apprenticeship funds, and other direct costs resulting from Federal, State, or local laws, as well as assessments or benefits required by lawful collective bargaining agreements. In no case shall the total labor costs exceed the applicable prevailing wage rate for that particular classification. The use of a labor classification which would increase the extra Work cost will not be permitted unless the Contractor establishes the necessity for such additional costs. Labor costs for equipment operators and helpers shall be reported only when such costs are not included in the invoice for equipment rental.
- b) Materials shall be at invoice or lowest current price at which such materials are locally available and delivered to the Site in the quantities involved, plus sales tax, freight, and delivery. The District reserves the right to approve materials and sources of supply or to supply materials to the Contractor if necessary for the progress of the Work. No markup shall be applied to any material provided by the District.
- c) Tool and Equipment Rental. No payment will be made for the use of tools which have a replacement value of \$250 or less.

Regardless of ownership, the rates to be used in determining equipment rental costs shall not exceed listed rates prevailing locally at equipment rental agencies or distributors at the time the Work is performed. Rates applied shall be appropriate based on actual equipment need and usage. Monthly, weekly or other extended use rates that results in the lowest cost shall be applied if equipment is used on site for extended periods.

The rental rates paid shall include the cost of fuel, oil, lubrication, supplies, small tools, necessary attachments, repairs and maintenance of any kind, depreciation, storage, insurance, and all incidentals.

Necessary loading and transportation costs for equipment used on the extra Work shall be included. If equipment is used intermittently and, when not in use, could be returned to its rental source at less expense to the District than holding it at the Work Site, it shall be returned unless the Contractor elects to keep it at the Work Site at no expense to the District.

All equipment shall be acceptable to the Inspector, in good working condition, and suitable for the purpose for which it is to be used. Manufacturer's ratings and modifications shall be used to classify equipment, and equipment shall be powered by a unit of at least the minimum rating recommended by the manufacturer.

If tool and equipment charges are part of a Dispute, Claim, or Appeal, the District reserves the right to utilize actual costs for tools and equipment or a depreciation rate for equipment based on audit finding and deduct any rental charges that exceed actual or depreciated costs.

- ii. Other Items. The District may authorize other items which may be required on the extra work. Such items include labor, services, material, and equipment which are different in their nature from those required by the Work, and which are of a type not ordinarily available from the Contractor or any of the Subcontractors. Invoices covering all such items in detail shall be submitted with the request for payment.
- iii. Invoices. Vendors' invoices for material, equipment rental, and other expenditures shall be submitted with the COR. If the request for payment is not substantiated by invoices or other documentation, the District may establish the cost of the item involved at the lowest price which was current at the time of the Daily Report.

- iv. Overhead. Overhead, including direct and indirect costs, shall be submitted with the COR and include: field overhead, home office overhead, off-site supervision, CO preparation/negotiation/research, time delays, project interference and disruption, additional guaranty and warranty durations, on-site supervision, additional temporary protection, additional temporary utilities, additional material handling costs, liability and property damage insurance, and additional safety equipment costs.

(d) Format for COR or CO's

The following format shall be used as applicable by the District and the Contractor to communicate proposed additions to the Contract. All costs submitted shall be actual costs and labor shall be unburdened labor.

	<u>EXTRA</u>	<u>CREDIT</u>
(a) Material (attach itemized quantity and unit cost plus sales tax)		
(b) Labor (attach itemized hours and rates)		
(c) Equipment (attach invoices)		
(d) Subtotal		
(e) Social Security, and Unemployment Taxes, not to exceed as follows: FICA @ 6.2% - with a wage ceiling of \$84,900; Medicare @ 1.45% - no wage ceiling; FUTA @ .8% - with a wage ceiling of \$7,000; ETT and SUI @ 2.3% - with a wage ceiling of \$7,000; Workers' Compensation @ 5.94% ; Total not-to-exceed is 16.69% . <i>(Note: Modifications to these percentages will be evaluated and possibly modified only on a case-by-case basis and only after proper proof of alternate percentages are documented and approved in advance. In addition, as wage ceilings are met, those corresponding percentages must drop from the "burden" calculations).</i>		
(f) Subtotal		
(g) Total Overhead and Profit (inclusive of Liability and Property Damage Insurance): Not to exceed: • Fifteen percent (15%) of Item (f) if costs are under _____.		
(h) Subtotal		
(i) Bond not to exceed one percent (1%) of Item (f)		
(k) TOTAL		
(l) Time		

The undersigned Contractor approves the foregoing Change Order or Immediate Change Directive as to the changes, if any, and the Contract price specified for each item and as to the extension of time allowed, if any, for completion of the entire Work on account of said Change Order or Immediate Change Directive, and agrees to furnish all labor, materials and service and perform all Work necessary to complete any additional Work specified therein, for the consideration stated herein. It is understood that said Change Order or Immediate Change Directive shall be effective when approved by the Governing Board of the District.

It is expressly understood that the value of such extra Work or changes, as determined by any of the aforementioned methods, expressly includes any and all of the Contractor's costs and expenses, both direct and indirect, resulting from additional time required on the Project or resulting from delay to the Project. Any costs, expenses, damages or time extensions not included are deemed waived.

The Contractor expressly acknowledges and agrees that any change in the Work performed shall not be deemed to constitute a delay or other basis for claiming additional compensation based on theories including, but not limited to, acceleration, suspension or disruption to the Project.

A. Adjustment for Time and Compensable Delay. A CO shall also include any additional time required to complete the Project. Any additional time requested shall not be the number of days to make the proposed change, but must be based upon the impact to the Project Schedule as defined in Article 2. A schedule fragnet showing the time delay must be submitted with the CO. Any changes in time will be granted only if there is an impact to the critical path. If Contractor fails to request a time extension in a CO, then the Contractor is thereafter precluded from requesting or claiming a delay.

(f) Deductive Change Orders

All Deductive Change Order(s) must be prepared utilizing the form under Paragraph 10.6(d) setting forth the actual costs incurred. Except in the case of an Article 4.6 Deductive Change Order where no mark-up shall be allowed, Contractor will be allowed a maximum of 5% total profit and overhead. Unilateral Deductive Change Orders

For Unilateral Deductive Change Orders, or where credits are due from Contractor for Allowances, Deductive Items, Inspection, Damage, DSA CCD review costs, Architect or Inspector costs for after hours or corrective services, Work removed from the Agreement under Article 4.6, there shall be no mark-up.

District may, any time after a Deductive Change Order is presented to Contractor by District for items under Article 4.6 of if there is disagreement as to the Deductive Change Order, issue a unilateral Deductive Change Order on the Project and deduct the Deductive Change Order from a Progress Payment, Final Payment, or Retention.

(g) Discounts, Rebates, and Refunds

For purposes of determining the cost, if any, of any change, addition, or omission to the Work hereunder, all trade discounts, rebates, refunds, and all returns from the sale of surplus materials and equipment shall accrue and be credited to the Contractor, and the Contractor shall make provisions so that such discounts, rebates, refunds, and returns may be secured, and the amount thereof shall be allowed as a reduction of the Contractor's cost in determining the actual cost of construction for purposes of any change, addition, or omissions in the Work as provided herein. All CO's are subject to Audit under Article 13.11 for discounts, rebates, and refunds.

(h) Accounting Records

With respect to portions of the Work performed by COs and Construction Change Directives on a time-and-materials, unit-cost, or similar basis, the Contractor shall keep and maintain cost-accounting records in a format consistent with accepted accounting standards and satisfactory to the District, which shall be available to the District on the same terms as any other books and records the Contractor is required to maintain under the Contract Documents.

Any Time and Material Charges shall require Inspector's signature on Time and Material cards showing the hours worked and the Work actually completed.

(i) Notice Required

If the Contractor desires to initiate a Dispute for an increase in the Contract Price, or any extension in the Contract Time for completion, Contractor shall notify the applicable party responsible for addressing the Dispute or Claim. No claim or Dispute shall be considered unless made in accordance with this subparagraph. Contractor shall proceed to execute the Work even though the adjustment may not have

been agreed upon. Any change in the Contract Price or extension of the Contract Time resulting from such claim shall be authorized by a CO.

(j) Applicability to Subcontractors

Any requirements under this Article 10 shall be equally applicable to CO's, COR's or ICD's issued to Subcontractors by the Contractor to the same extent required by the Contractor.

(k) Alteration to Change Order Language

Contractor shall not alter or reserve time in COR's, CO's or ICD's. Contractor shall execute finalized CO's and proceed with proper notice. If Contractor intends to reserve time without an approved CPM schedule prepared pursuant to Article 8 or without submitting a Fragnet showing delay to critical path, then Contractor may be prosecuted pursuant to the False Claim Act.

ARTICLE 11 - MISCELLANEOUS PROVISIONS

11.1 [Not Used]

11.2 Record Audit. In accordance with Government Code Section 8546.7, records of both the DISTRICT and the CONTRACTOR shall be subject to examination and audit by the Auditor General for a period of three (3) years after final payment.

11.3 CONTRACTOR's License. The CONTRACTOR must possess throughout the PROJECT a Class C-10 CONTRACTOR's License, issued by the State of California, which must be current and in good standing.

11.4 CONTRACTOR's Registration with DIR. Senate Bill 854 was signed into law on June 20, 2014, and provides for new requirements for both contractors and subcontractors for any public works project. The new laws take effect on July 1, 2014. This PROJECT is a public works project as defined in Labor Code section 1720. CONTRACTOR and all Subcontractors performing any portion of the Work must comply with the requirements of Senate Bill 854 including, without limitation, Labor Code Sections 1725.5 and 1771.1.

CONTRACTOR and all Subcontractors performing any portion of the Work must register with the California Department of Industrial Relations ("DIR") and qualified to perform public work pursuant to Labor Code section 1725.5 throughout the duration of the Project. CONTRACTOR and Subcontractors will be required to pay an initial set-up fee as well as an annual renewal fee to the DIR. The fee has initially been set at three hundred dollars (\$300.00) but is subject to change. For more information, and up to date requirements, Contractors are required to periodically review the DIR's website is <http://www.dir.ca.gov>. The Contractor shall provide proof that it, and all subcontractors providing any work on the Project, are currently registered with DIR. Contractor shall provide proof that it, and all subcontractors providing any work on the Project, are currently registered with DIR. If any subcontractor is not registered with DIR throughout the Project, Contractor may be required to replace said subcontractor at no cost or penalty to the District or the District may terminate this agreement for cause, as set forth below. Contractor shall be solely responsible for ensuring compliance with Labor Code section 1725.5 as well as any requirements implemented by DIR applicable to its services or its subcontractors throughout the term of the Agreement and in no event shall Contractor be granted increased payment from the District or any time extensions to complete the Project as a result of Contractor's efforts to maintain compliance with the Labor Code or any requirements implemented by the DIR. Failure to comply with these requirements shall be deemed a material breach of this Agreement and ground for termination for cause. The Contractor and all subcontractors shall furnish certified payroll records as required pursuant Labor Code section 1776 directly to the Labor Commissioner in accordance with Labor Code section 1771.4 on at least on a monthly basis (or more frequently if required by the District or the Labor Commissioner) and in a format prescribed by the Labor Commissioner. The District reserves the right to withhold contract payments if the District is notified, or determines as the result of its own investigation, that Contractor is in violation of any of the requirements set forth in Labor Code section 1720 et seq. at no penalty or cost to the District. Monitoring and enforcement of the prevailing wage laws and related requirements will be performed by the Labor Commissioner/ Department of Labor Standards Enforcement (DLSE).

1. Contractors and subcontractors who apply to the DIR will be required to meet certain minimum qualifications to bid on any public works projects. These minimum requirements include: (i) workers compensation coverage, (ii) Contractors State License Board license (if applicable to the trade), (iii) no delinquent unpaid wage or penalty assessments owed to any employee or enforcement agency, (iv) no state or Federal debarment, and (v) no prior violations of this registration requirement (for a first violation in a 12 month period a contractor or subcontractor can still qualify by paying the applicable penalty). CONTRACTOR and all subcontractors should carefully review the DIR website for all applicable requirements. Contractor shall be solely responsible for complying with any and all requirements issued by the DIR throughout the Project and shall indemnify the District for any violation of the applicable DIR requirements. Contractor and all subcontractors shall furnish certified payroll records directly to the Labor Commissioner in accordance with Labor Code §1771.4(a)(3) at least monthly on forms provided by the Labor Commissioner/Division of Labor Standards Enforcement. The District, and/or the Labor Commissioner, at any time, may require Contractor to submit certified payroll records more often than the monthly requirement set forth herein. All certified payroll record submissions shall comply with the DIR requirements as set forth in Labor Code sections 1771.4 and 1776. Contractor and its subcontractor(s) shall keep accurate certified payroll records of employees and, if the Project is subject to State Labor Compliance, directly to the Labor Commissioner weekly and within ten (10) days of any request by the District or the Labor Commissioner in accordance with section 16461 of Title 8 of the California Code of Regulations. Monitoring and enforcement of the prevailing wage laws and related requirements will be performed by the Labor Commissioner/ Department of Labor Standards Enforcement.

11.5 The CONTRACTOR shall enforce strict discipline and good order among the CONTRACTOR's and Subcontractor's employees, and other persons carrying out the Contract. The CONTRACTOR shall not permit employment of unfit persons or persons not skilled in tasks assigned to them. As used in this subsection, "unfit" includes any person who the DISTRICT concludes is improperly skilled for the task assigned to that person, who fails to comply with the requirements of this article, or who creates safety hazards which jeopardize other persons and/or property.

11.6 CONTRACTOR shall take all steps necessary to insure that employees of CONTRACTOR or any of its subcontractors' employees do not use, consume, or work under the influence of any alcohol, tobacco or illegal drugs while on the PROJECT. CONTRACTOR shall further prevent any of its employees or its subcontractor employees from playing any recorded music devices or radios or wearing any radio headphone devices for entertainment while working on the PROJECT. Likewise, CONTRACTOR shall prevent its employees or subcontractor's employees from bringing any animal onto the PROJECT. CONTRACTOR shall not violate any written DISTRICT policies.

11.7 Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of any third party against the DISTRICT.

11.8 The DISTRICT and CONTRACTOR, respectively, bind themselves, their partners, officers, successors, assigns and legal representatives to the other party to this Agreement with respect to the terms of this Agreement. CONTRACTOR shall not assign this Agreement.

11.9 This Agreement shall be governed by the laws of the State of California.

11.10 This Agreement represents the entire Agreement between the DISTRICT and CONTRACTOR and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended or modified only by an agreement in writing signed by both the DISTRICT and the CONTRACTOR.

11.11 This Contract shall be liberally construed to effectuate the intention of the PARTIES with respect to the transaction described herein. In determining the meaning of, or resolving any ambiguity with respect to any word, phrase or provision of this Contract, neither this Contract nor any uncertainty or ambiguity herein will be construed or resolved against either party (including the PARTY primarily responsible for drafting and preparation of this Contract), under any rule of construction or otherwise, it being expressly understood and agreed that the PARTIES have participated equally or have had equal opportunity to participate in the drafting hereof.

11.12 CONTRACTOR, in the performance of this Contract, shall be and act as an independent contractor. CONTRACTOR understands and agrees that CONTRACTOR and all of CONTRACTOR's employees shall not be considered officers, employees or agents of the DISTRICT, and are not entitled to benefits of any kind or nature normally provided employees of the DISTRICT and/or to which DISTRICT's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker's Compensation. CONTRACTOR assumes the full responsibility for the acts and/or omissions of CONTRACTOR's employees or agents as they relate to the work and/or services to be provided under this Contract. CONTRACTOR shall assume full responsibility for payment of any applicable prevailing wages and all federal, state and local taxes or contributions, including unemployment insurance, social security and income taxes for the respective CONTRACTOR's employees.

11.13 If either PARTY becomes involved in litigation arising out of this Contract or the performance thereof, each PARTY shall bear its own litigation costs and expenses, including reasonable attorney's fees.

11.14 All exhibits referenced herein and attached hereto shall be deemed incorporated into and made a part of this Agreement by each reference as though fully set forth in each instance in the text hereof. The parties agree that the terms of this AGREEMENT shall be controlling over any of the terms contained within any Exhibit(s) attached hereto.

11.15 The Contract entered into by this Agreement consists of the following Contract Documents, all of which are component parts of the Contract as if herein set out in full or attached hereto:

1. Bid Proposal Form
2. Designation of Subcontractors
3. Bid Bond
4. Bid Guarantee Form
5. Non-Collusion Declaration
6. Request for Substitution at Time of Bid
7. Acknowledgment of Bidding Practices Regarding Indemnity
8. Contractor's Certificate Regarding Workers Compensation
9. Contractor's Certificate Regarding Drug-Free Work Place
10. Contractor's Certificate Regarding Alcoholic Beverage and Tobacco-Free Campus Policy
11. Statement of Intent to Meet DVBE, WBE, and/or MBE Participation Goals
12. Construction Services Agreement Form
13. Labor & Material Payment Bond
14. Performance Bond
15. Escrow Agreement for Security Deposits in Lieu of Retention
16. Prevailing Wage Certification
17. Workmanship/Material Guarantee Form
18. Insurance Endorsements
19. Asbestos & Other Hazardous Materials Certification
20. Attachment A-Scope of Work
21. Attachment B-Drawings/Plan
22. All Addenda as Issued

All of the above named Contract Documents are intended to be complementary. Work required by one of the above named Contract Documents and not by others shall be done as if required by all.

IN WITNESS WHEREOF, this Agreement has been duly executed by the above named parties, on the day and year first above written.

CONTRACTOR:

**MT. SAN JACINTO COMMUNITY COLLEGE
DISTRICT**

By:

By: _____

Beth Gomez, Vice President
Business Services

Print Name: _____

Date: _____

Date: _____

Address: _____

Phone: _____

E-mail: _____

Tax ID: _____

(CORPORATE SEAL)

LABOR & MATERIAL PAYMENT BOND

(Note: Bidders must use this form, NOT a surety company form.)

KNOW ALL MEN BY THESE PRESENTS:

THAT WHEREAS, the MT. SAN JACINTO COMMUNITY COLLEGE 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: **INFORMAL BID NO. 2019-020, ELECTRONIC MARQUEE ENTRANCE SIGN RENOVATION AT SAN JACINTO CAMPUS** (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 MT. SAN JACINTO COMMUNITY COLLEGE 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____.

By: _____
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: _____

STATE OF CALIFORNIA)
) ss.
COUNTY OF)

On _____ before me, _____, a Notary Public in
and for said State, personally appeared _____, who proved to me on the basis of
satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument as the Attorney-
in-Fact of the _____ (Surety) and acknowledged to me that he/she/they subscribed the name of
the _____ (Surety) thereto and his own name as Attorney-in-Fact on the executed 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. _____

(SEAL)

Notary Public in and for said State

Commission Expires _____

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

PERFORMANCE BOND

(Note: Bidders must use this form, NOT a surety company form.)

KNOW ALL MEN BY THESE PRESENTS:

THAT WHEREAS, the MT. SAN JACINTO COMMUNITY COLLEGE 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: **INFORMAL BID NO. 2019-020, ELECTRONIC MARQUEE ENTRANCE SIGN RENOVATION AT SAN JACINTO CAMPUS** (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 MT. SAN JACINTO COMMUNITY COLLEGE DISTRICT in the sum of _____ Dollars (\$ _____), said sum being not less than one hundred percent (100%) of the total amount payable by said Obligees 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 Obligees, 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 exoneration 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 exoneration or pro tanto) by any overpayment or underpayment by the Obligees 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 Obligees 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 Obligees 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 Obligees'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 Obligees of the lowest responsible bidder, arrange for a contract between such bidder and the Obligees 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 Obligor under the Contract and any modifications thereto, less the amount previously paid by the Obligor to the Principal, less any withholdings by the Obligor allowed under the Contract. Obligor shall not be required or obligated to accept a tender of a completion contractor from the Surety.

Surety expressly agrees that the Obligor 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 Obligor, 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 Obligor 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 Obligor is required to engage the services of an attorney in connection with enforcement of the bond, Contractor and Surety shall pay Obligor’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 Obligor and judgment is recovered, the Surety shall pay all costs incurred by the Obligor 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____.

By: _____
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: _____

STATE OF CALIFORNIA)
) ss.
COUNTY OF)

On _____, before me, _____, a Notary Public in and for said State, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument as the Attorney-in-Fact of the _____ (Surety) and acknowledged to me that he/she/they subscribed the name of the _____ (Surety) thereto and his own name as Attorney-in-Fact on the executed 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.

ESCROW AGREEMENT FOR SECURITY DEPOSITS IN LIEU OF RETENTION

This Escrow Agreement is made and entered into by and between the **MT. SAN JACINTO COMMUNITY COLLEGE DISTRICT** hereinafter called "Owner", and _____ whose address is _____, hereinafter called "Contractor", and _____ whose address is _____, hereinafter called "Escrow Agent".

For the consideration hereinafter set forth, the Owner, Contractor and Escrow Agent agree as follows:

8. Pursuant to Section 22300 of the Public Contract Code of the State of California, Contractor has the option to deposit securities with Escrow Agent as a substitute for Retention earnings required to be withheld by Owner pursuant to the Construction Contract entered into between the Owner and Contractor for _____ in the amount of _____ dated _____ (hereinafter referred to as the "Contract"). Alternatively, on written request of the Contractor, the Owner shall make payments of the Retention earnings directly to the escrow agent. When Contractor deposits the securities as a substitute for Contract earnings, the Escrow Agent shall notify the Owner within ten (10) days of deposit. The market value of the securities at the time of the substitution shall be at least equal to the cash amount then required to be withheld as Retention under the terms of the Contract between the Owner and Contractor. Securities shall be held in the name of the Owner, and shall designate the Contractor as beneficial owner.

The Owner shall make progress payments to the Contractor for such funds which otherwise would be withheld from progress payments pursuant to the Contract provisions, provided that the Escrow Agent holds securities in the form and amount specified above.

When the Owner makes payments of Retentions earned directly to the Escrow Agent, the Escrow Agent shall hold them for the benefit of the Contractor until such time as the escrow created under this Contract is terminated. The Contractor may direct the investment of the payments into securities. All terms and conditions of this Agreement and the rights and responsibilities of the parties shall be equally applicable and binding when the Owner pays the Escrow Agent directly.

Contractor shall be responsible for paying all fees for the expenses incurred by Escrow Agent in administering the Escrow Account and all expenses of the Owner. These expenses and payment terms shall be determined by the Owner, Contractor, and Escrow Agent.

The interest earned on the securities or the money market accounts held in escrow and all interest earned on that interest shall be for the sole account of Contractor and shall be subject to withdrawal by Contractor at any time and from time to time without notice to the Owner.

Contractor shall have the right to withdraw all or any part of the principal in the Escrow Account only by written notice to Escrow Agent accompanied by written authorization from the Owner to the Escrow Agent that Owner consents to the withdrawal of the amount sought to be withdrawn by Contractor.

The Owner shall have a right to draw upon the securities in the event of default by the Contractor. Upon seven (7) days' written notice to the Escrow Agent from the Owner of the notice of default under the Project Documents, the Escrow Agent shall immediately convert the securities to cash and shall distribute the cash as instructed by the Owner.

Upon receipt of written notification from the Owner certifying that the Contract is final and complete, and that the Contractor has complied with all requirements and procedures applicable to the Contract, Escrow Agent shall release to Contractor all securities and interest on deposit less escrow fees and charges of the Escrow Account. The escrow shall be closed immediately upon disbursement of all moneys and securities on deposit and payment of fees and charges.

Escrow Agent shall rely on the written notifications from the Owner and the Contractor pursuant to Sections (5) to (8), inclusive, of this Agreement and the Owner and Contractor shall hold Escrow Agent harmless from Escrow Agent's release and disbursement of the securities and interest as set forth above.

The names of the persons who are authorized to give written notice or to receive written notice on behalf of the Owner and on behalf of Contractor in connection with the foregoing, and exemplars of their respective signatures are as follows:

On behalf of Owner:	On behalf of Contractor:
Title	Title
Name	Name
Signature	Signature
Address	Address
On behalf of Agent:	
Title	
Name	
Signature	
Address	

At the time the Escrow Account is opened, the Owner and Contractor shall deliver to the Escrow Agent a fully executed counterpart of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement by their proper officers on the date set forth above.

OWNER

Title_____

Name_____

Signature_____

Proper Name of Bidder

Name_____

Date_____

Signature_____

CONTRACTOR

Title_____

Name_____

Signature_____

Representative

Signature of Bidder_____

Address_____

Phone_____

PREVAILING WAGE CERTIFICATION

Mt. San Jacinto Community College District

Project Name: **INFORMAL BID NO. 2019-020, ELECTRONIC MARQUEE ENTRANCE SIGN RENOVATION AT SAN JACINTO CAMPUS**

I hereby certify that I will conform to the State of California Public Works Contract requirements regarding prevailing wages, benefits, on-site audits with 48-hour notice, payroll records, and apprentice and trainee employment requirements, for all Services on the above Project, including, without limitation, the State labor compliance monitoring and enforcement by the Compliance Monitoring Unit of the Department of Industrial Relations, if this Project is subject to a labor compliance.

_____ Company's Name	_____ Authorized Representative Name	
_____ Signature	_____ Title	_____ Date

WORKMANSHIP/MATERIAL GUARANTEE FORM

Mt. San Jacinto Community College District

Project Name: **INFORMAL BID NO. 2019-020, ELECTRONIC MARQUEE ENTRANCE SIGN RENOVATION AT SAN JACINTO CAMPUS** Guarantee for _____.

We hereby guarantee that the _____, which we have installed in _____ has been done in accordance with the Contract Documents, including without limitation, the drawings and specifications, and that the work as installed will fulfill the requirements included in the bid documents. The undersigned and its surety agrees to repair or replace any or all such work, together with any other adjacent work, which may be displaced in connection with such replacement, that may prove to be defective in workmanship or material within a period of Two (2) year from the date of the Notice of Completion of the above-mentioned structure by the MT. SAN JACINTO COMMUNITY COLLEGE DISTRICT, ordinary wear and tear and unusual abuse or neglect excepted.

In the event the undersigned or its surety fails to comply with the above-mentioned conditions within a reasonable period of time, as determined by the DISTRICT, but not later than ten (10) days after being notified in writing by the DISTRICT or within forty eight (48) hours in the case of an emergency or urgent matter, the undersigned and its surety authorizes the DISTRICT to proceed to have said defects repaired and made good at the expense of the undersigned and its surety, who will pay the costs and charges therefor upon demand. The undersigned and its surety shall be jointly and severally liable for any costs arising from the DISTRICT's enforcement of this Guarantee.

Countersigned

(Proper Name)

By: _____

(Proper Name)

By: _____

(Signature of Subcontract or CONTRACTOR)

Representatives to be contacted for service:

Name: _____

Address: _____

Phone Number: _____

(Signature of General CONTRACTOR if
for Subcontractor)

INSURANCE DOCUMENTS & ENDORSEMENTS

The following insurance endorsements and documents must be provided to the MT. SAN JACINTO COMMUNITY COLLEGE DISTRICT within five (5) calendar days after receipt of notification of award. If the apparent low bidder fails to provide the documents required below, the District may award the Contract to the next lowest responsible and responsive bidder or release all bidders, and the bidder's bid security will be forfeited. All insurance provided by the bidder shall fully comply with the requirements set forth in Article 6 of the Construction Services Agreement.

1. **General Liability Insurance:** Certificate of Insurance with all specific insurance coverage set forth in Article 6 of the Construction Services Agreement, proper Project description, designation of the District as the Certificate Holder, a statement that the insurance provided is primary to any insurance obtained by the District and minimum of 30 days' cancellation notice. Bidder shall also provide required additional insured endorsement(s) designating all parties required in Article 6 of the Construction Services Agreement. The additional insured endorsement shall be an ISO CG 20 10 (04/13), or an ISO CG 20 38 (04/13), or their equivalent as determined by the District in its sole discretion.

Incidents and claims are to be reported to the insurer at:

Attn: _____
(Title) _____ (Department) _____

(Company) _____

(Street Address) _____

(City) _____ (State) _____ (Zip Code) _____
(_____) _____
(Telephone Number)

2. **Workers' Compensation/ Employer's Liability Insurance:** Certificate of Workers' Compensation Insurance meeting the coverages and requirements set forth in the General Conditions, minimum of 30 days' cancellation notice, proper Project description, waiver of subrogation and any applicable endorsements.

Incidents and claims are to be reported to the insurer at:

Attn: _____
(Title) _____ (Department) _____

(Company) _____

(Street Address) _____

(City) _____ (State) _____ (Zip Code) _____
(_____) _____
(Telephone Number)

3. **Automobile Liability Insurance:** Certificate of Automobile Insurance meeting the coverages and requirements set forth in Article 6 of the Construction Services Agreement, minimum 30 days cancellation notice, any applicable endorsements and a statement that the insurance provided is primary to any insurance obtained by the DISTRICT.

Incidents and claims are to be reported to the insurer at:

Attn: _____

(Title)	(Department)	
<hr/>		
(Company)	<hr/>	
<hr/>		
(Street Address)	<hr/>	
(City)	(State)	(Zip Code)
(_____)	<hr/>	
(Telephone Number)		

<hr/>	<hr/>	
Company's Name	Authorized Representative Name	
<hr/>	<hr/>	<hr/>
Signature	Title	Date

ASBESTOS & OTHER HAZARDOUS MATERIALS CERTIFICATION

Mt. San Jacinto Community College District

Project Name **INFORMAL BID NO. 2019-020, ELECTRONIC MARQUEE ENTRANCE SIGN RENOVATION AT SAN JACINTO CAMPUS**

Contractor hereby certifies that no Asbestos, or Asbestos-Containing Materials, polychlorinated biphenyl (PCB), or any material listed by the federal or state Environmental Protection Agency or federal or state health agencies as a hazardous material, or any other material defined as being hazardous under federal or state laws, rules, or regulations "New Material Hazardous", shall be furnished, installed, or incorporated in any way into the Project or in any tools, devices, clothing, or equipment used to affect any portion of Contractor's work on the Project for District.

Contractor further certifies that it has instructed its employees with respect to the above-mentioned standards, hazards, risks, and liabilities.

Asbestos and/or asbestos-containing material shall be defined as all items containing but not limited to chrysotile, crocidolite, amosite, anthophyllite, tremolite, and actinolite. Any or all material containing greater than one-tenth of one percent (.1%) asbestos shall be defined as asbestos-containing material.

Any disputes involving the question of whether or not material is New Hazardous Material shall be settled by electron microscopy or other appropriate and recognized testing procedure, at the District's determination. The costs of any such tests shall be paid by Contractor if the material is found to be New Hazardous Material.

All work or materials found to be New Hazardous Material or work or material installed with "New Hazardous Material" containing equipment will be immediately rejected and this work will be removed at Contractor's expense at no additional cost to the District.

Contractor has read and understood the document Hazardous Materials Procedures & Requirements, and shall comply with all the provisions outlined therein.

Company's Name

Authorized Representative Name

Signature

Title

Date



12' 1"

13' 6"

24 3/4"

7' 10"

18"

12"

11' 1"

Mt. San Jacinto College

CLASSES:
msjc.edu/ce

BEST
MIDLAND
EMPLOYER

WATER
FOOTPRINT

Altura
CREDIT UNION

SOBOBA
CASINO

