

**BIDDING DOCUMENTS**  
**FOR THE**  
**MT. SAN JACINTO COMMUNITY COLLEGE DISTRICT**  
**FOR**  
**COOLING TOWER REPAIRS AT TEMECULA VALLEY CAMPUS**  
**DSA Application No. N/A**

**Informal Bid No. 2020-005**

**Project No.: 18-5271**

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

**Bid Release Date: October 30, 2019**

**Bid Submittal Due Date: Tuesday, November 19, 2019 at or before 2:00PM**

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

**Project Name on Bid Package:**  
**Informal Bid No. 2020-005, Cooling Tower Repairs at Temecula Valley Campus**

**MT. SAN JACINTO COMMUNITY COLLEGE DISTRICT**

**NOTICE OF INFORMAL BID**

**PURSUANT TO CALIFORNIA UNIFORM PUBLIC CONSTRUCTION COST ACCOUNT ACT (PCC22034)**

**INFORMAL BID NO. 2020-005  
COOLING TOWER REPAIRS AT  
TEMECULA VALLEY CAMPUS**

**Submittal:** Submissions must be received on or before:  
**Tuesday, November 19, 2019 at 2:00 p.m.**

**Addressed to:** Mt. San Jacinto College  
Purchasing Office, Bldg. AA  
Attn: Tammy Cunningham

**Address:** 1499 N. State Street  
San Jacinto, CA 92583

**Project Name:** **Bid No. 2020-005 Cooling Tower Repairs at Temecula Valley Campus**

A **mandatory** pre-bid meeting and job walk for prime contractors will be held on **Tuesday, November 5, 2019 at 10:00 a.m.** at the District, **41888 Motor Car Parkway, Temecula, CA 92591** (meet in the front lobby) . Contractors are required to sign in and attend the entirety of the mandatory pre-bid meeting and job walk. Any Contractor who fails to arrive on time (10:00 a.m.) will not be allowed to participate in the pre-bid meeting and job walk.

The deadline to submit a **request for information** is **Friday, November 8, 2019.**

**Construction Cost Estimate:** **\$145,000**

Bid documents are available at the Mt. San Jacinto College, Purchasing Office website at <http://www.msjc.edu/Purchasing/current-bids.html>. Bidders are responsible to regularly check the District's website for addendums. Specifications may also be examined and obtained at no charge in the District Purchasing Office, or by calling (951) 487-3114.

**Pre-Qualification of Bidders:** As a condition of the informal bidding for this project, prospective bidders are required to be on our current 2019 UPCCA Pre-Qualified Contractor's List. Prequalification documents are available on our Purchasing Office website at <https://www.msjc.edu/Purchasing/upccaa.html> or by contacting the Purchasing Office at [purchasing@msjc.edu](mailto:purchasing@msjc.edu).

**Bid Security Required:** 10% of the maximum amount of the Bid in the form of Bid Bond, Cash, or Certified or Cashier's Check.

**Bonds Required:** Performance and Labor & Materials; each 100%.

**Required License:** **C-20 – Warm Air Heating, Ventilating and Air Conditioning Contractor**

**INQUIRIES:** For any questions or clarifications relating to this Project, please contact:

Tammy Cunningham  
Director of Procurement and General Services  
Mt. San Jacinto College  
1499 N. State Street  
San Jacinto, CA 92583  
[tcunningham@msjc.edu](mailto:tcunningham@msjc.edu)

## INSTRUCTIONS FOR BIDDERS

### 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/current-bids.html>. 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 to only the following persons:  
TO: Tammy Cunningham, Director of Procurement & General Services  
tcunningham@msjc.edu  
Cc: Carole Ward  
[cward@msjc.edu](mailto:cward@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.
26. **Cost Accounting Act.** This Project is being let in accordance with the Uniform Public Construction Cost Accounting ("CUPCAA") Act set forth in Public Contract Code section 22000 et seq. Bidders shall comply with any requirements set forth in the CUPCAA 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 CUPCAA. 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/upccaa.html> or by contacting the Purchasing Office at [purchasing@msjc.edu](mailto:purchasing@msjc.edu). Prequalification documents must be **submitted by November 12, 2019**.

*-End of Instructions to Bidders-*



## **SCOPE OF WORK FOR LABOR AND MATERIALS**

### **INFORMAL BID NO. 2020-005**

#### **COOLING TOWER AND REPAIRS AT TEMECULA VALLEY CAMPUS**

##### **1. Bid Timeline**

1.1 BID Timeline. The District anticipates that the following activities relating to the BID will be completed at the times noted below. The foregoing notwithstanding, the District reserves the right to modify BID activities and/or the time for completion of a BID activity.

<b>BID Activity</b>	<b>Date</b>
Bid Issued	October 30, 2019
Mandatory Job Walk – no later than	November 5, 2019 @ 10:00 a.m.
Latest date/time for submittal of questions, clarification requests	November 8, 2019
Latest date/time for submittal of BID Responses	<b>November 19, 2019 @ 2:00 p.m.</b>

##### **2. The District**

- 2.1 The District. Mt. San Jacinto Community College District is a fast growing community college system in the inland southern California region serving a 1,700 square mile area from the San Geronio Pass to Temecula. We serve students throughout this region from the San Jacinto, Menifee Valley and San Geronio Pass campuses, the Temecula Higher Education Center and many off-site locations.

The District is a single-college multi-campus District with over 26,000 Students.

##### **3. Scope of Work.**

- 3.1 Contractors' License Classification. Pursuant to California Public Contract Code §3300, the District requires that Bidders possess the needed classification(s) of California Contractors License(s) at the time that the Contract for the Work is Awarded. Respondents are asked to include copies of their license(s) with their completed proposals.
- 3.2. Project Description: Replacement of two (2) current 20 ton Chiller Units with one (1) 40 ton gas fired double-effect Chiller. Existing mounting curbs are already in place within the chiller area. There are to be NO MODIFICATIONS TO THE CURBS – no exceptions. This is NOT a DSA project.

The building will be in use during the construction phase. The District will provide temporary chillers for the building.

### 3.3 COOLING TOWER FILL MEDIA:

- Repairs will be for two Cooling Tower Cells.
- Owner to LOTA tower fan and drain basin prior to our arrival.
- Remove and save existing PVC air inlet louvers.
- Provide exterior scaffolding for proper safety conditions.
- Remove fill media and dispose of material in customers dumpster.
- Pressure wash interior.
- Apply 3 M sealer to section seams.
- Provide and install new BSCross II hanging fill media sheets.
- Re-install PVC inlet louvers.

### PREP AND COAT CONDENSER WATER PIPING

- Exterior work shall be limited to piping installed in front of the tower air inlets only.
- Interior work shall include the single condenser water return pipe inside each tower cell.
- Sandblast exterior and interior piping as noted to NACE Standard No. 3. (including exterior condenser pipe supports).
- Apply Enecom materials to build up pitted exterior piping. (Note, because of the poor condition on the exterior pipe, there is a possibility that the sand blasting will penetrate the walls. If this is the case, we will provide additional pricing to replace the bad pipe sections)
- Apply “Chemclad SC Armor or equal. (5) year warranty.
- Pressure wash exterior FRP siding. Apply Amershield coating.
- Clean up and dispose of old materials in customers dumpster.

### 3.4 Warranty.

- a. Equipment: Equipment must have at least a 5-year manufacturer’s warranty.
- b. Respondent will provide at least 12 month standard warranty on all materials, parts, and labor.

### 3.5 Liquidated Damages. The Contract shall be subject to assessment of Liquidated Damages if the Contractor; (i) fails to achieve Substantial Completion of the Work within the Contract Time, including adjustments thereto authorized by the Contract Documents; or (ii) fails to achieve Final Completion within the time established to achieve Final Completion. The per diem rate of Liquidated Damages assessed for each of the foregoing events is set forth in the Contract Documents. Standard liquidated damage rate of \$1,000 per day will be incurred until project is complete to the District’s satisfaction.

## 4. BID Response.

### 4.1 Submission of BID Response.

4.1.1 Latest Date/Time for Submission of BID Response is, **November 19, 2019, at or before 2:00 p.m.**

4.1.2 Location for Submission of BID Response. BID Responses shall be submitted to the Purchasing Office of Mt. San Jacinto College on the San Jacinto Campus. The address is as follows:

Mt. San Jacinto College  
Attn: Purchasing Office, Bldg. AA  
1499 N. State Street  
San Jacinto, CA 92583

Clearly note BID number and name on the outside of bid package as follows:  
**“Bid No. 2020-005 Cooling Tower Repairs at Temecula Valley Campus**

BID Responses which are not actually received at the above-stated location at or prior to the latest date/time for submission of the BID Responses will be rejected by the District for non-responsiveness. Late responses will be returned to the Respondent unopened and noted that the response was received late. Respondents are solely responsible for the timely submission of BID Responses. Please take notice that no electronic e-mail or faxed responses will be permitted or accepted. Respondents are advised that the District utilizes a central mailroom for the receipt of items transmitted by U.S. Post Office and private courier services, including FedEx, On-Trac, DHL, UPS, etc. Items received in the District’s central mailroom will be distributed to the addressee(s) only as part of the mailroom’s regular routine delivery service. A response to this BID which is received in the District’s central mailroom is not receipt by the Purchasing Office until the delivery of such item is effectuated to the Purchasing Office by the District’s mailroom services. Accordingly, Respondents are encouraged to personally deliver BID responses directly to the Purchasing Office or to retain a private courier service to personally deliver BID responses to the Purchasing Office.

4.1.3 BID Response. The written responses to this BID will be submitted in one original copy, and one electronic copy (CD or Flash Drive).

4.1.4 Additional Materials. Respondents are not prohibited from submitting extra information not specifically requested in this BID.

4.2 BID Documents. In addition to this BID, these forms must be part of the returned BID:

Attachment 1 Bid Form  
Attachment 2 Non-Collusion Affidavit  
Attachment 3 Hold Harmless Agreement  
Attachment 4 Workers’ Compensation  
Attachment 5 Labor and Material Payment Bond  
Attachment 6 Performance Bond  
Attachment 7 Acceptance of Guarantee  
Attachment 8 Prevailing Wage Certification  
Attachment 9 Certificate Regarding Drug-Free Workplace  
Attachment 10 Certificate Regarding Alcoholic Beverage and  
Tobacco-Free Campus Policy

- 4.2.5 Insurance Certificates. Provide copies of Certificates of Insurance for the Respondent; required Certificates of Insurance and minimum coverage amounts for each policy of insurance are as set forth in the following:

Policy of Insurance	Minimum Coverage Amount
Workers' Compensation	In accordance with law
Employers' Liability	\$1,000,000 (One million dollars)
Commercial General Liability	\$1,000,000 (One million dollars) per occurrence and \$2,000 (two million dollars) in the aggregate.
Automobile Liability	\$1,000,000 (One million dollars) combined single limit.

- 4.2.6 Agreement Comments. Respondents must indicate acceptance of all terms and conditions of the Agreement, without conditions, qualifications or reservations or identify any term or condition of the Agreement which the Respondent requests modification, by amendment to existing provisions, addition of additional provisions or deletion of existing provisions. Where requested modification are consists of amendments to existing provisions or additional provisions, the BID response must set forth the complete text of the requested amendment or addition. Any Respondent who's BID Response does not identify modifications to terms or conditions of the attached Agreement will be deemed to have agreed to and accepted all terms and conditions set forth therein, if the Respondent if awarded the Agreement.

- 4.2.7 Acknowledgment of Addenda. If the District issued addenda to the BID, Respondent must indicate the following statement within the official response to the BID:

*"The Respondent submitting this BID Response acknowledges receipt of Addenda Numbers. \_\_, \_\_, \_\_, and \_\_. The Respondent confirms that requirements noted in the foregoing Addenda are incorporated into the BID Response."*

If the District does not issue addenda to the BID, please indicate  
*"No Addenda Issued."*

## **5. Award of Contract**

- 5.1 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.
- 5.2 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.
- 5.3 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.

- 5.4 Responsive Bid Proposal. A responsive Bid Proposal shall mean a Bid Proposal which conforms, in all material respects with the Bid and Contract Documents
- 5.5 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.

**INFORMAL BID SUBMISSION INSTRUCTIONS**  
**INFORMAL BID NO. 2020-005**  
**COOLING TOWER REPAIRS AT TEMECULA VALLEY CAMPUS**

**THE FOLLOWING SECTION CONTAINS THE DOCUMENTS THAT ARE TO BE RETURNED BY  
BIDDERS ON THE BID DUE DATE**

- 1. BID PROPOSAL FORM**
- 2. DESIGNATED SUBCONTRACTORS LIST**
- 3. BID GUARANTEE FORM**
- 4. NON-COLLUSION DECLARATION**
- 5. REQUEST FOR SUBSTITUTION AT TIME OF BID**
- 6. ACKNOWLEDGEMENT OF BIDDING PRACTICES REGARDING INDEMNITY**
- 7. WORKER'S COMPENSATION CERTIFICATION**
- 8. CONTRACTOR'S CERTIFICATE REGARDING DRUG-FREE WORKPLACE**
- 9. CONTRACTOR'S CERTIFICATE REGARDING ALCOHOLIC BEVERAGE AND TOBACCO-FREE CAMPUS POLICY**
- 10. STATEMENT OF INTENT TO MEET DVBE PARTICIPATION GOALS**
- 11. BID BOND**
- 12. HOLD HARMLESS AGREEMENT**
- 13. PREVAILING WAGE CERTIFICATION**

**BID FORM**

**INFORMAL BID NO. 2020-005**

**COOLING TOWER REPAIRS AT TEMECULA VALLEY CAMPUS**

To: Board of Trustees of the MT. SAN JACINTO COMMUNITY COLLEGE DISTRICT (“District”)

From: \_\_\_\_\_  
(Legal Name of Bidder)

**PROJECT: COOLING TOWER REPAIRS**

The undersigned declares that the Informal Bid Documents including, without limitation, the Notice of Informal Bid and the Informal Bid Submission Instructions 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 **Bid No. 2020-005 COOLING TOWER REPAIRS AT TEMECULA VALLEY CAMPUS** (“Project”) and will accept in full payment for that work the following total lump sum amount, all taxes and markup included:

**A. Base Bid:**

Amount: \$ \_\_\_\_\_

Written: \_\_\_\_\_ Dollars

**B. Allowance:**

Amount: \$ 13,000.00 \_\_\_\_\_

Written: Thirteen Thousand \_\_\_\_\_ Dollars

**Total Base Bid Amount (A+B):**

Amount: \$ \_\_\_\_\_

Written: \_\_\_\_\_ Dollars

**NOTE:** Total Base Bid Amount shall include an allowance of **THIRTEEN THOUSAND (\$13,000) AND 00/100 DOLLARS**, which will be used as approved by the District Representative. The bidder confirms that it has checked all 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 in preparing and submitting this Bid Form.

1. The undersigned has reviewed the work outlined in the Informal Bid Documents and fully understands the scope of work required in this bid, understands the construction and project management function(s) as described in the Informal Bid Documents, and that each bidder who is awarded a contract shall be in fact a prime contractor, not a subcontractor, to the District, and agrees that its bid, if accepted by the

District, will be the basis for the bidder to enter into a contract with the District in accordance with the intent of the Informal Bid Documents.

2. The undersigned has notified the District and/or the District's Construction Manager in writing of any discrepancies or omissions or of any doubt, questions, or ambiguities about the meaning of any of the Informal Bid Documents at least seventy two (72) hours prior to bid opening, and has contacted the District and/or Construction Manager before bid date to verify the issuance of any clarifying Addenda.
3. The undersigned agrees to commence work under this Contract on the date established in the Informal Bid Documents and to complete all work within the time specified in the Informal Bid Documents.
4. **By submitting this Bid Form and signing below, the liquidated damages clause of the Agreement is hereby acknowledged.**
5. The undersigned acknowledges that **five percent (5%)** retention is required for this Project per Board resolution and agrees thereto.
6. It is understood that the District reserves the right to reject this bid and that the bid shall remain open to acceptance and is irrevocable for a period of sixty (60) days.
7. Receipt and acceptance of the following addenda is hereby acknowledged:

No. __, Dated _____	No. __, Dated _____
No. __, Dated _____	No. __, Dated _____

8. The undersigned hereby certifies that bidder is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed on the work.
9. The bidder represents that it is competent, knowledgeable, and has special skills with respect to the nature, extent, and inherent conditions of the work to be performed. Bidder further acknowledges that there are certain peculiar and inherent conditions existent in the construction of the work that may create, during the work, unusual or peculiar unsafe conditions hazardous to persons and property.
10. Bidder expressly acknowledges that it is aware of such peculiar risks and that it has the skill and experience to foresee and to adopt protective measures to adequately and safely perform the work with respect to such hazards.
11. Bidder expressly acknowledges that it is aware that if a false claim is knowingly submitted (as the terms "claim" and "knowingly" are defined in the California False Claims Act, Cal. Gov. Code, §12650 et seq.), the District will be entitled to civil remedies set forth in the California False Claim Act. It may also be considered fraud and the bidder may be subject to criminal prosecution.
12. The undersigned bidder certifies that it is, and shall be throughout the period of the contract, licensed by the State of California to do the type of work required under the terms of the Informal Bid Documents.



Bidder further certifies that it is regularly engaged in the general class and type of work called for in the Informal Bid Documents.

**Furthermore, bidder hereby certifies to the District that all representations, certifications, and statements made by bidder, as set forth in this bid form, are true and correct and are made under penalty of perjury.**

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_

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

Type of Entity [Corp., LLC, etc.] \_\_\_\_\_

**Signature of Bidder** \_\_\_\_\_

Title of Signer \_\_\_\_\_

Address of Bidder \_\_\_\_\_

Taxpayer's Identification No. of Bidder \_\_\_\_\_

Telephone Number \_\_\_\_\_

Fax Number \_\_\_\_\_

E-mail \_\_\_\_\_ Web page \_\_\_\_\_

Contractor's License No(s): No.: \_\_\_\_\_ Class: \_\_\_\_\_ Expiration Date: \_\_\_\_\_

No.: \_\_\_\_\_ Class: \_\_\_\_\_ Expiration Date: \_\_\_\_\_

No.: \_\_\_\_\_ Class: \_\_\_\_\_ Expiration Date: \_\_\_\_\_

Required Contractors' DIR Registration No.: \_\_\_\_\_

If bidder is a corporation, affix corporate seal.

Name of Corporation: \_\_\_\_\_

President: \_\_\_\_\_

Secretary: \_\_\_\_\_

Treasurer: \_\_\_\_\_

Manager: \_\_\_\_\_

**DESIGNATED SUBCONTRACTORS LIST**  
**TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID**

**INFORMAL BID NO. 2020-005**  
**COOLING TOWER REPAIRS AT TEMECULA VALLEY CAMPUS**

**Bidder Qualifications:** Bidders wishing to bid as a prime contractor and/or work on selected trades on this Project must have registered with District to be added to the District's Informal Bidding List prior to the release of Bid.

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.

All subcontractors (of any tier) performing any portion of the Work must comply with the Labor Code sections 1725.5 and 1771.1 and must be properly and currently registered with the California Department of Industrial Relations and qualified to perform public works pursuant to Labor Code section 1725.5 throughout the duration of the Project.

<b>Subcontractor Name:</b>	Location:
Portion of Work:	
Contractor's License No.:	
Bid Amount*:	
DIR Registration No.*:	
<b>Subcontractor Name:</b>	Location:
Portion of Work:	
Contractor's License No.:	
Bid Amount*:	
DIR Registration No.*:	
<b>Subcontractor Name:</b>	Location:
Portion of Work:	
Contractor's License No.:	
Bid Amount*:	
DIR Registration No.*:	
Date:	
Proper Name of Bidder:	
Signature:	
Print Name:	
Title:	

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

## GUARANTEE

District: MT. SAN JACINTO COMMUNITY COLLEGE DISTRICT

Project Name: **Cooling Tower Repairs at Temecula Valley Campus**

Contractor Name: \_\_\_\_\_

The Contractor hereby warrants and guarantees to the District that all work, materials, equipment and workmanship provided, furnished or installed by or on behalf of Contractor in connection with the above-referenced Project (the "Work") have been provided, furnished and installed in strict conformity with the Contract Documents for the Work, including without limitation, the Drawings and the Specifications. Contractor further warrants and guarantees that all work, materials, equipment and workmanship as provided, furnished and/or installed are fit for use as specified and fulfill all applicable requirements of the Contract Documents including without limitation, the Drawings and the Specifications. Contractor shall, at its sole cost and expense, repair, correct and/or replace any or all of the work, materials, equipment and/or workmanship of the Work, together with any other items which may be affected by any such repairs, corrections or replacement, that may be unfit for use as specified or defective within a period of one (1) year from the date of the District's Final Acceptance of Work, ordinary wear and tear and unusual abuse or neglect excepted.

In the event of the Contractor's failure and/or refusal to comply with the provisions of this Guarantee, within the period of time set forth in the Contract Documents after the District's issuance of the Notice to the Contractor of any defect(s) in the Work, materials, equipment or workmanship, Contractor authorized the District, without further notice to Contractor, to repair, correct and/or replace any such defective item at the expense of the Contractor. The Contractor shall reimburse the District for all costs, expenses or fees incurred by the District in providing or performing such repairs, corrections or replacements within ten (10) days of the District's presentation of a demand to the Contractor for the same.

The provisions of this Guarantee and the provisions of the Contract Documents for the Work relating to the Contractor's Guarantee(s) and warranty(ies) relating to the Work shall be binding upon the Contractor's Performance Bond Surety and all successors or assigns of Contractor and/or Contractor's Performance Bond Surety.

The provisions of this Guarantee are in addition to, and not in lieu of, any provisions of the Contract Documents for the Work relating to the Contractor's guarantee(s) and warranty(ies) or any guarantee(s) or warranty(ies) provided by any material supplier or manufacturer of any equipment, materials or other items forming a part of, or incorporated into the Work, or any other guarantee or warranty obligation of the Contractor, prescribed, implied or imposed by law.

The undersigned individual executing this Guarantee on behalf of Contractor warrants and represents that he/she is duly authorized to execute this Guarantee on behalf of Contractor and to bind Contractor to each and every provision hereof.

Dated: \_\_\_\_\_ By: \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Typewritten or Handwritten Name)

\_\_\_\_\_  
(Title)

**NON-COLLUSION DECLARATION  
TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID  
Public Contract Code Section 7106**

**INFORMAL BID NO. 2020-005  
COOLING TOWER REPAIRS AT TEMECULA VALLEY CAMPUS**

The undersigned declares:

I am the \_\_\_\_\_ of \_\_\_\_\_, the party making the foregoing bid ("Bidder"). 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]."

Date: \_\_\_\_\_

Legal Name of Bidder: \_\_\_\_\_

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

## **REQUEST FOR SUBSTITUTION AT TIME OF BID**

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 <sup>1</sup> (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
11.				Yes No	Grant Deny
12.				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

<sup>1</sup> 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.

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.
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 fragments, 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.

Name of Bidder: \_\_\_\_\_

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

District: \_\_\_\_\_

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

**ACKNOWLEDGMENT OF BIDDING PRACTICES REGARDING INDEMNITY FORM**

TO: Mt. San Jacinto Community College District

RE: Project Number \_\_\_\_\_

Construction Contract for \_\_\_\_\_

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.

\_\_\_\_\_  
Contracting Party

\_\_\_\_\_  
Name of Agent/Title

---

Acknowledgment of Bidding Practices Regarding Indemnity



## **WORKERS' COMPENSATION CERTIFICATION**

Labor Code section 3700 in relevant part provides:

Every employer except the State shall secure the payment of compensation in one or more of the following ways:

- a. By being insured against liability to pay compensation by one or more insurers duly authorized to write compensation insurance in this state.
- b. By securing from the Director of Industrial Relations a certificate of consent to self-insure, 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 his employees.

I am aware of the provisions of section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this Contract.

Date: \_\_\_\_\_

Legal Name of Contractor: \_\_\_\_\_

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

(In accordance with Article 5 - commencing at section 1860, chapter 1, part 7, division 2 of the Labor Code, the above certificate must be signed and filed with the awarding body prior to performing any work under this Contract.)

# CONTRACTOR'S CERTIFICATE REGARDING DRUG-FREE WORKPLACE

Mt. San Jacinto Community College District

Project Name: **INFORMAL BID NO. 2020-005, Cooling Tower Repairs at Temecula Valley 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:

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. 2020-005, Cooling tower Repairs at Temecula Valley 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

**DISABLED VETERAN BUSINESS ENTERPRISE (DVBE) PARTICIPATION**  
**STATEMENT**

Each bidder must complete this form in order to comply with the Mt. San Jacinto Community College District ("District") policy for participation of disabled veteran business enterprises.

Project Name: \_\_\_\_\_

Bid No.: \_\_\_\_\_

DSA No.: \_\_\_\_\_

The undersigned, on behalf of the Contractor named below, certifies that the Contractor has made reasonable efforts to secure participation by DVBE in the Contract to be awarded for the above-referenced Bid No., including participation by DVBE subcontractors and/or material suppliers. **Check only one of the following:**

- ☐ The Contractor was unable after reasonable efforts to secure DVBE participation in the Contract for the above-referenced Project/Bid No. However, the Contractor will use DVBE services if the opportunity arises at any time during construction of the Project. Upon completion of the Project, the Contractor will report to the District the total dollar amount of DVBE participation in any Contract awarded to Contractor, and in any change orders, for the above-referenced Project.
- ☐ The Contractor has secured DVBE participation in the Contract for the above referenced Project/Bid No., and anticipates that such DVBE participation will equal approximately \_\_\_\_\_ dollars (\$ \_\_\_\_\_), which represents approximately \_\_\_\_\_ percent (\_\_\_\_%) of the total Contract for such Project. Upon completion of the Project, Contractor will report to the District the actual total dollar amount of DVBE participation in the Contract awarded to Contractor, and in any change orders, for such Project

Company: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

**BID BOND**

**INFORMAL BID NO. 2020-005  
COOLING TOWER REPAIRS AT TEMECULA VALLEY CAMPUS**

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

KNOW ALL PERSONS BY THESE PRESENTS:

That the undersigned, \_\_\_\_\_ as Principal ("Principal"),

and \_\_\_\_\_ as Surety ("Surety"),

a corporation organized and existing under and by virtue of the laws of the

State of \_\_\_\_\_ and authorized to do business as a surety in the State of California, are held and firmly bound unto the MT. SAN JACINTO COMMUNITY COLLEGE DISTRICT ("District") of Riverside County, State of California as Obligee, in the sum of

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

lawful money of the United States of America, for the payment of which sum well and truly to be made, we, and each of us, bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that whereas the Principal has submitted a bid to the District for all work specifically described in the accompanying bid;

NOW, THEREFORE, if the Principal is awarded the Project and, within the time and manner required under the Informal Bid Documents, after the prescribed forms are presented to Principal for signature, enters into a written contract ("Agreement"), in the prescribed form in accordance with the bid, and files two bonds, one guaranteeing faithful performance and the other guaranteeing payment for labor and materials as required by law, and meets all other conditions to the contract between the Principal and the Obligee becoming effective, or if the Principal shall fully reimburse and save harmless the Obligee from any damage sustained by the Obligee through failure of the Principal to enter into the Agreement and to file the required performance and labor and material bonds, and to meet all other conditions to the Agreement between the Principal and the Obligee becoming effective, then this obligation shall be null and void; otherwise, it shall be and remain in full force and effect. The full payment of the sum stated above shall be due immediately if Principal fails to execute the Agreement within seven (7) days of the date of the District's Notice of Award to Principal.

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

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

If the District awards the bid, the security of unsuccessful bidder(s) shall be returned within sixty (60) days from the time the award is made. Unless otherwise required by law, no bidder may withdraw its bid for ninety (90) days after the date of the bid opening.

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

(Affix Corporate Seal)

\_\_\_\_\_  
Principal

\_\_\_\_\_  
By

\_\_\_\_\_  
Print Name and Title of Signatory

(Affix Corporate Seal)

\_\_\_\_\_  
Surety

\_\_\_\_\_  
By

\_\_\_\_\_  
Name of California Agent of Surety

\_\_\_\_\_  
Address of California Agent of Surety

\_\_\_\_\_  
Telephone Number of California Agent of Surety

**Bidder must attach Power of Attorney and Certificate of Authority for Surety and a Notarial Acknowledgment for all Surety's signatures. The California Department of Insurance must authorize the Surety to be an admitted Surety Insurer.**

## HOLD HARMLESS AGREEMENT

The Vendor agrees to and does hereby indemnify and hold harmless the DISTRICT, its officers, agents, and employees from every claim or demand made, and every liability, loss, damages, or expense, or any nature whatsoever, which may be incurred by reason of:

Liability for damages for (1) death or bodily injury to persons, (2) injury to, loss or theft of property, or (3) any other loss, damage or expense arising under either (1) or (2) above, sustained by the Vendor or any person, firm or corporation employed by the Vendor upon or in connection with the work called for in this Agreement, except for liability resulting from the sole negligence, willful misconduct, or active negligence of the DISTRICT, its officers, employees, agents or independent vendors who are directly employed by the DISTRICT; and

Any injury to or death of persons or damage to property caused by any act, neglect, default or omission of the Vendor, or any person, firm, or corporation employed by the Vendor, either directly or by independent contract, including all damages due to loss or theft, sustained by any person, firm or corporation, including the DISTRICT, arising out of, or in any way connected with the work covered by this agreement, whether said injury or damage occurs either on or off school DISTRICT property, if the liability arose from the negligence or willful misconduct of anyone employed by the Vendor, either directly or by independent contract.

The Vendor, at his own expense, cost, and risk, shall defend any and all actions, suits, or other proceedings that may be brought or instituted against the DISTRICT, its officers, agents or employees, on any such claim, demand or liability, 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.

SUBMITTED BY:

COMPANY \_\_\_\_\_

SIGNATURE \_\_\_\_\_ SIGNATURE \_\_\_\_\_

NAME \_\_\_\_\_ NAME \_\_\_\_\_

TITLE \_\_\_\_\_ TITLE \_\_\_\_\_

DATE \_\_\_\_\_ DATE \_\_\_\_\_

*In accordance with the Corporations Code of California, any contract entered into by any corporation with Mt. San Jacinto Community College District shall be signed by two officers of the corporation: the president/CEO or any vice president AND the secretary or the treasurer/CFO or any assistant treasurer. If bidder is a corporation, and signer is not an officer, attach certified copy of by-laws or resolution authorizing execution. If bidder is a corporation, affix corporate seal. If signer is an agent, attach power of attorney. If bidder is not an individual, list names of other persons authorized to bind the organization.*

**PREVAILING WAGE CERTIFICATION**

**INFORMAL BID NO. 2020-005  
COOLING TOWER REPAIRS AT TEMECULA VALLEY 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-hours' notice, payroll records, and apprentice and trainee employment requirements, for all Services on the above Project.

I hereby certify that I and all my subcontractors of any tier will be properly registered with the Department of Industrial Relations in accordance with Labor Code section 1725.5 at all times during performance of the Work.

I hereby certify that I and all my subcontractors (of any tier) 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.

Date: \_\_\_\_\_

Legal Name of Contractor: \_\_\_\_\_

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_



**THE FOLLOWING SECTION CONTAINS DOCUMENTS TO BE  
RETURNED BY BIDDERS IF AWARDED A CONTRACT**

- 1. PUBLIC WORKS AGREEMENT**
- 2. PAYMENT BOND**
- 3. PERFORMANCE BOND**



**MT. SAN JACINTO COMMUNITY COLLEGE DISTRICT**  
**Public Works Project Services Agreement**

**THIS AGREEMENT**, is made by and between the **Mt. San Jacinto Community College District** (District) and **Contractor Name** (Contractor).

**WITNESSETH** that the District and the Contractor for the consideration stated herein agree as follows:

**ARTICLE I - SCOPE 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 \_\_\_\_\_ which is attached hereto and incorporated herein as **EXHIBIT "A"**. The Contractor shall be liable to the District for any damages arising as a result of a failure to comply with that obligation, and the Contractor shall not be excused with respect to any failure to so comply by an act or omission of the Architect, Engineer, Inspector, Division of State Architect (DSA), or representative of any of them, unless such act or omission actually prevents the Contractor from fully complying with the Contract.

**ARTICLE 2 – CONTRACT TERM.** The effective period of this Agreement is from \_\_\_\_\_ through \_\_\_\_\_. Contractor has thoroughly studied the Project and has satisfied itself that the time period for this Project is adequate for the timely and proper completion of the project within the Contract term.

**ARTICLE 3 – PAYMENT LIMIT.** The District shall pay to the Contractor as full consideration for the faithful performance of the Contract, the sum not to exceed \$\_\_\_\_\_. Contractor shall not be entitled to additional compensation unless there are unusual and/or unanticipated circumstances and only when approved in writing by the District, in advance of such services being provided.

**ARTICLE 4 – PAYMENT FOR SERVICES.** Contractor must submit an itemized invoice monthly and must specify the services that were provided during that time period, the dates the work was performed, and the specific dollar amount. Payment will be made only upon presentation of an invoice to the Business Office. No payment will be made in advance of work being performed. Payment will be made by the District within 30 (thirty) working days of receiving an invoice. The District requests that all invoices be sent by e-mail to: [accountspayable@msjc.edu](mailto:accountspayable@msjc.edu).

**ARTICLE 5 - HOLD HARMLESS:** Contractor shall defend, indemnify and hold harmless District and its 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. Furthermore, Contractor agrees to and does hereby defend, indemnify and hold harmless District 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 (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, 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, 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.

**ARTICLE 6 – INDEPENDENT CONTRACTOR STATUS.** The Contractor will at all times be an independent contractor and not an employee, agent, officer or representative of the District. The Contractor and the Contractor's employees are not entitled to benefits of any kind normally provided to the employees of the District.

**ARTICLE 7 – INSURANCE.** The Contractor is required to provide a certificate of insurance to the District prior to the initial start date of work to be performed. The Contractor's insurance coverage must meet the minimum liability requirements of the District including having the District listed as an additional insured. Minimum liability requirements are: Commercial general liability insurance coverage of \$1,000,000 per occurrence (combined single limit for bodily injury and property damage); \$1,000,000 for personal and advertising injury liability; \$1,000,000 aggregate on products and completed operations and \$2,000,000 for general aggregate.

**ARTICLE 7 - PROVISIONS REQUIRED BY LAW.** Each and every provision of law and clause required to be inserted in this Contract shall be deemed to be inserted herein, and this Contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted or is not inserted correctly, then upon application of either party the Contract shall forthwith be physically amended to make such insertion or correction.

**ARTICLE 8 - TERMINATION:** This Agreement may be terminated by either party upon fourteen (14) days written notice to the other party in the event of a substantial failure of performance by such other party, including insolvency of Contractor; or if the District should decide to abandon or indefinitely postpone the Project.

This Agreement may be terminated without cause by District upon fourteen (14) days written notice to the Contractor. In the event of a termination without cause, the District shall pay to the Contractor for all services performed and all expenses incurred under this Agreement supported by documentary evidence, including payroll records, and expense reports up until the date of notice of termination plus any sums due the Contractor for Board approved extra services.

In the event of a dispute between the Parties as to performance of the work or the interpretation of this Agreement, or payment or nonpayment for work performed or not performed, the Parties shall attempt to resolve the dispute. Pending resolution of this dispute, Contractor agrees to continue the work diligently to completion. If the dispute is not resolved, Contractor agrees it will neither rescind the Agreement nor stop the progress of the work, but Contractor's sole remedy shall be to submit such controversy to determination by a court having competent jurisdiction of the dispute, after the Project has been completed, and not before. The Parties may agree in writing to submit any dispute between the Parties to arbitration.

THE PARTIES UNDERSTAND AND AGREE THAT ARTICLE 8 OF THIS AGREEMENT SHALL GOVERN ALL TERMINATION RIGHTS AND PROCEDURES BETWEEN THE PARTIES. ANY TERMINATION PROVISION THAT IS ATTACHED TO THIS AGREEMENT AS AN EXHIBIT SHALL BE VOID AND UNENFORCEABLE BETWEEN THE PARTIES.

**ARTICLE 8 - COMPONENT PARTS OF THE CONTRACT:** The Contract entered into by this Agreement consists of the following Documents, all of which are component parts of the Contract as if herein set out in full or attached hereto:

- 1) Agreement
- 2) Exhibit(s) (e.g., proposal)
- 3) Performance Bond
- 4) Payment Bond

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

**ARTICLE 9 - 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. Monitoring and enforcement of the prevailing wage laws and related requirements will be performed by the Labor Commissioner/ Department of Labor Standards Enforcement (DLSE).

This project is a public works project as defined in Labor Code section 1720. Each Contractor working on this Project and all subcontractors (of any tier) performing any portion of the Work must comply with the Labor Code sections 1725.5 and 1771.1 and must properly and currently be registered with DIR and qualified to perform public works pursuant to Labor Code section 1725.5 throughout the duration of the Project. For more information and up to date requirements, Contractors are recommended to periodically review the DIR's website at [www.dir.ca.gov](http://www.dir.ca.gov). 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 grounds 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 a monthly basis (or more frequently if required by the District or Labor Commissioner) and in a format prescribed by Labor Commissioner. The District reserves the right to withhold contract payments if the District is notified, or determines as a 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 Labor Commissioner/Department of the Labor Standards Enforcement (DLSE).

The following are hereby referenced and made a part of this Agreement and Contractor stipulates to the provisions contained therein.

1. Chapter 1 of Part 7 of Division 2 of the Labor Code (Section 1720 et seq.)
2. California Code of Regulations, Title 8, Chapter 8, Subchapters 3 through 6 (Section 16000 et seq.)

**ARTICLE 10 - LICENSE:** The Contractor must possess throughout the Project a Class \_\_\_\_ License, issued by the State of California, which must be current and in good standing.

**Contractor agrees to perform the services described in this Agreement for the payment indicated within the specifications, terms, & conditions and is legally authorized to enter into this Agreement.**

**Contractor:**

**District:**

\_\_\_\_\_  
**Printed Name:** \_\_\_\_\_  
**Title:** \_\_\_\_\_  
**Date:** \_\_\_\_\_

\_\_\_\_\_  
**Beth Gomez**  
Vice President of Business Services  
Mt. San Jacinto Community College  
  
**Date:** \_\_\_\_\_

**EXHIBIT "A"**  
**PAYMENT BOND**  
**(CALIFORNIA PUBLIC WORK)**

KNOW ALL MEN BY THESE PRESENTS:

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

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

NOW, THEREFORE, We, \_\_\_\_\_, the undersigned Contractor; 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 \_\_\_\_\_ 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\_\_\_\_.

CONTRACTOR:

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

SURETY:

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

Attorney-in-Fact

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

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

Any claims under this bond may be addressed to:

(Name and Address of Surety)

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

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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

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

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

STATE OF CALIFORNIA )

) ss.

COUNTY OF )

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

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

WITNESS my hand and official seal.

(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**  
**(CALIFORNIA PUBLIC WORK)**

KNOW ALL MEN BY THESE PRESENTS:

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

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

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

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

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

The Surety, for value received, hereby stipulates and agrees that it shall not be exonerated or released from the obligation of this bond (either by total 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 Obligee that is based upon estimates approved by the Architect. The Surety stipulates and agrees that none of the aforementioned changes, modifications, alterations, additions, extension of time or actions shall in any way affect its obligation on this bond, and it does hereby waive notice of any such changes, modifications, alterations, additions or extension of time to the terms of the contract, or to the work, or the specifications as well notice of any other actions that result in the foregoing.

Whenever Principal shall be, and is declared by the Obligee 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 Obligee 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 Obligee'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 Obligee of the lowest responsible bidder, arrange for a contract between such bidder and the Obligee 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 Obligee under the Contract and any modifications thereto, less the amount previously paid by the Obligee to the Principal, less any withholdings by the Obligee allowed under the Contract. Obligee shall not be required or obligated to accept a tender of a completion Contractor from the Surety.

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

CONTRACTOR:

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

SURETY:

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

Attorney-in-Fact

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

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



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

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

Any claims under this bond may be addressed to:

(Name and Address of Surety)

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

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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

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

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

) ss.

COUNTY OF )

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

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

WITNESS my hand and official seal.

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

(SEAL)

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

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