

**BIDDING DOCUMENTS**  
**FOR THE**  
**MT. SAN JACINTO COMMUNITY COLLEGE DISTRICT**  
**FOR**  
**PARKING LOT REPAIR SERVICES – SLURRY SEAL, CRACK**  
**SEALING AND PAINTING & STRIPING**  
**AT THE SAN JACINTO CAMPUS AND MENIFEE VALLEY CAMPUS**

**DSA Application No. N/A**

**Bid No. 2020-006**

**MT. SAN JACINTO COMMUNITY COLLEGE DISTRICT**

**1499 N. State Street**

**San Jacinto, CA 92583**

**Bid Release Date: October 25, 2019**

**Bid Submittal Due Date: Tuesday, November 19, 2019 at or before 10:00 AM**

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

## NOTICE INVITING BIDS

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

NOTICE IS HEREBY GIVEN that the Mt. San Jacinto Community College District, acting by and through its Governing Board, hereinafter referred to as "District", will receive sealed bids prior to 10:00 AM on November 19, 2019 for the award of a Contract for the following:

BID NO. 2020-006, Parking Lot Repair Services – Slurry Seal, Crack Sealing & Striping at the San Jacinto Campus and Menifee Valley Campus.

CONTRACT TIME: December 25, 2019 through January 2, 2020

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

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

REQUIRED LICENSE: B License – General Building Contracting, C12 – Earthwork and Paving Contractors or C32 – Parking and Highway Improvement Contractor

**Pre-Qualified Contractor's List for Calendar 2019:** This Project is being let in accordance with the Uniform Public Construction Cost Accounting ("CUPCCAA") Act set forth in Public Contract Code section 22000 et seq. Bids will not be accepted if a Contractor has not been added to the Pre-Qualified Contractor List for the Calendar Year 2019. Interested Contractors must complete and submit the UPCCAA Contractor Questionnaire Form available at <https://www.msjc.edu/Purchasing/upccaa.html> and submit to MSJC Purchasing Department at [purchasing@msjc.edu](mailto:purchasing@msjc.edu) to be placed on the Pre-Qualified Contractor List. UPCCAA applications to be included in this RFP must be submitted by November 12, 2019.

**Obtain Bid Information:** The bid documents will be available beginning October 25, 2019. The bid documents may be obtained at the Mt. San Jacinto College Purchasing Office website at <http://www.msjc.edu/Purchasing/current-bids.html>. Each bid must strictly conform with and be responsive to the Contract Documents as defined in the General Conditions. Specifications may also be examined and obtained at no charge in the District Purchasing office, or by calling (951) 487-3114.

**Mandatory Pre-Bid Job Walk:** **November 4, 2019 at the San Jacinto Campus@10:00 a.m. 1499 N. State Street, San Jacinto, CA in front of Building 700 and November 4, 2019 at the Menifee Valley Campus @ 1:00 p.m. 28237 La Piedra Road, Menifee CA 92584 in front of Building 800.** Any Contractor bidding on the Project who fails to attend both mandatory job walks and conference will be deemed a non-responsive bidder and will have its bid returned unopened. Any Contractor who fails to arrive on time (by 10:00 a.m.) will not be allowed to participate in the Pre-Bid Conference.

Tammy Cunningham - Director of Procurement and General Services  
Published: Press Enterprise October 25, 2019 and November 1, 2019

Bid No. 2020-006, Parking Lot Repair Services – Slurry Seal, Crack Sealing,  
Painting & Striping at the SJC and MVC

## 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 Tie 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 any other 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 he 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 via email to only the following persons:

TO: Tammy Cunningham, Director of Procurement and General Services  
[tcunningham@msjc.edu](mailto:tcunningham@msjc.edu)  
CC: Carole Ward, Contract Coordinator  
[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.

**California Uniform Public Construction Cost Accounting Act (CUPCCAA).** This Project is being let in accordance with the California Uniform Public Construction Cost Accounting (“CUPCCAA”) Act set forth in Public Contract Code section 22000 et seq. Bidders shall comply with any requirements set forth in the CUPCCAA including all guidelines and requirements in the current California Uniform Construction Cost Accounting Commission Cost Accounting Policies and Procedures Manual. Only Contractors included on the District’s Pre-Qualified List shall submit bids for the Project as set forth in the CUPCCAA. Bids will not be accepted if a Contractor has not been added to the Pre-Qualified Contractor List for the current calendar year. Interested Contractors must complete the **UPCCAA Contractor Questionnaire Form** to be placed on the Pre-Qualified Contractor List. Bidders may obtain a prequalification questionnaire at Mt. San Jacinto Community College District Purchasing Office webpage at <https://www.msjc.edu/Purchasing/upccaa.html>, or by contacting the Purchasing Office at [purchasing@msjc.edu](mailto:purchasing@msjc.edu). Prequalification documents must be submitted two days prior to bid date.

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

- 27. Department of Industrial Relations:** The District has obtained from the Director of the Department of Industrial Relations (DIR) the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work in the locality in which this work is to be performed for each craft, classification or type of worker needed to execute the Contract. These per diem rates, including holiday and overtime work, as well as employer payments for health and welfare, pension, vacation, and similar purposes, are on file at the District, and are also available from the Director of the Department of Industrial Relations. Pursuant to California Labor Code Sections 1720 et seq., it shall be mandatory upon the Contractor to whom the Contract is awarded, and upon any subcontractor under such Contractor, to pay not less than the said specified rates to

all workers employed by them in the execution of the Contract. Each Contractor bidding on this project and all Subcontractors performing any portion of the work in the Project must register with the California Department of Industrial Relations and be qualified to perform public work pursuant to Labor Code section 1725.5 throughout the duration of the Project. The winning bidder shall be solely responsible for ensuring compliance with Labor Code section 1725.5 as well as any requirement implemented by DIR applicable to its services or its subcontractors throughout the Project. Contractor must furnish all certified payroll records to the Labor Commissioner. Monitoring and enforcement of the prevailing wage laws and related requirements will be performed by the Labor Commissioner/Department of Labor Standards Enforcement (DLSE).

28. **Miscellaneous Information:** In accordance with California Public Contract Code Section 22300, the District will permit the substitution of securities for any monies withheld by the District to ensure performance under the Contract. At the request and expense of the Contractor, securities equivalent to the amount withheld shall be deposited with the District, or with a state or federally chartered bank as the escrow agent, who shall then pay such monies to the Contractor. Upon satisfactory completion of the Contract, the securities shall be returned to the Contractor.
29. No bidder may withdraw any bid for a period of ninety (90) calendar days after the date set for the opening of bids.
30. Separate payment and performance bonds, each in an amount equal to 100% of the total Contract amount, are required, and shall be provided to the District prior to execution of the Contract and shall be in the form set forth in the Contract Documents. All bonds of any types (Bid, Performance and Payment) must be issued by a California admitted surety as defined in California Code of Civil Procedure Section 995.120.
31. Where applicable, bidders must meet the requirements set forth in Public Contract Code Section 10115 et. Seq., Military and Veteran's Code Section 999 et seq. and California Code of Regulations, Title 2, Section 1896.60 et seq. regarding Disabled Veteran Business Enterprise ("DVBE") Programs. Forms are included in the Bid Package.
32. Any request for substitution s pursuant to Public Contracts Code Section 3400 must be made at the time of Bid on the Substitution Request Form set forth in the Contract Documents and included with the bid.
33. Subcontractors shall be licensed pursuant to California law for the trades necessary to perform the Work called for in the Contract Documents. Each bid must strictly conform with and be responsive to the Contract Documents as defined in the General Conditions. The District reserves the right to reject any or all bids or to waive any irregularities or informalities in any bids or in the bidding.

***-End of Instructions to Bidders***

## **MANDATORY BID PROPOSAL SUBMITTAL FORMS**

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

- Bid Proposal Form
- Designation of Subcontractors
- Bid Bond (or Bid Guarantee form if Security is other than Bid Bond)
- Bid Guarantee Form (use only if not submitting a Bid bond)
- Non-Collusion Declaration
- Acknowledgment of Bidding Practices Regarding Indemnity
- Worker's Compensation Certification
- Contractor's Certificate regarding Drug-free Workplace
- Contractor's Certificate Regarding Alcoholic Beverage and Tobacco-Free Campus Policy
- Statement of Intent to Meet DVBE Participation Goals

**BID PROPOSAL FORM**

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

FROM: \_\_\_\_\_

Company \_\_\_\_\_

Address \_\_\_\_\_

Telephone \_\_\_\_\_ Email Address of Bidder's Representative \_\_\_\_\_

Name of Bidder's Authorized Representative \_\_\_\_\_

Department of Industrial Registration Number/Proof \_\_\_\_\_

The undersigned declares that the Informal Bid Documents including, without limitation, the Notice of Informal Bid and the Instruction for Bidders have been read and agrees and proposes to furnish all necessary labor, materials, equipment, and services to perform and furnish all work in accordance with the terms and conditions of the Informal Bid Documents, including, without limitation, the Drawings and Specifications of **BID NO. 2020-006, PARKING LOT REPAIR SERVICES – SLURRY SEAL, CRACK SEALING, PAINTING AND STRIPING AT SAN JACINTO AND MENIFEE VALLEY CAMPUS** (“Project”) and will accept in full payment for that work the following total lump sum amount, all taxes and mark up included.

**A. BASE BID**

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

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

**B. ALLOWANCE**

Amount: **\$20,000 (SJC & MVC)**

Written: **Twenty Thousand Dollars**

**C. TOTAL BASE BID AMOUNT (A+B)**

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

Written: \_\_\_\_\_ Dollar

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

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

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

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

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

**2. Documents Accompanying Bid.** The Bidder has submitted with this Bid Proposal the following: (a) Bid Security; (b) Subcontractors List; and (c) Non-Collusion Declaration. The Bidder acknowledges that if this Bid Proposal and the foregoing documents are not fully in compliance with applicable requirements set forth in the Notice of Bid, the Instructions for Bidders and in each of the foregoing documents, the Bid Proposal may be rejected as non-responsive.

**3. Award of Contract.** If the Bidder submitting this Bid Proposal is awarded the Contract, the undersigned will execute and deliver to the District the Contract in the form attached hereto within five (5) days after notification of award of the Contract. Concurrently with delivery of the executed Agreement to the District, the Bidder awarded the Contract shall deliver to the District: (a) Certificates of Insurance evidencing all insurance coverages required under the Contract Documents; (b) the Performance Bond; (c) the Labor and Material Payment Bond; (d) the Certificate of Workers' Compensation Insurance; and (e) the Drug-Free Workplace Certificate. Failure of the Bidder awarded the Contract to strictly comply with the preceding may result in the District's rescission of the award of the Contract and/or forfeiture of the Bidder's Bid Security. In such event, the District may, in its sole and exclusive discretion elect to award the Contract to the responsible Bidder submitting the next lowest Bid Proposal, or to reject all Bid Proposals.

**4. Contractor's License.** The undersigned Bidder is currently and duly licensed in accordance with the California Contractors License Law, California Business & Professions Code §§7000 et seq., under the following:

**License Number(s):** \_\_\_\_\_

Class \_\_\_\_\_ Exp. Date \_\_\_\_\_ Class \_\_\_\_\_ Exp. Date \_\_\_\_\_

Class \_\_\_\_\_ Exp. Date \_\_\_\_\_ Class \_\_\_\_\_ Exp. Date \_\_\_\_\_

Class \_\_\_\_\_ Exp. Date \_\_\_\_\_ Class \_\_\_\_\_ Exp. Date \_\_\_\_\_

Class \_\_\_\_\_ Exp. Date \_\_\_\_\_ Class \_\_\_\_\_ Exp. Date \_\_\_\_\_

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

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

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

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

\_\_\_\_\_  
(Typed or Printed Name)

**(Corporate Seal)**

\_\_\_\_\_  
Title

## SCOPE OF WORK

Contractor shall provide all supervision, labor, equipment, materials, and permits necessary to slurry, crack seal, and paint/stripe the parking lots located at the San Jacinto Campus.

**LOCATION:** Mt. San Jacinto College  
San Jacinto Campus  
1499 N. State Street  
San Jacinto, CA 92583

Lot A 29,143 sq. ft.  
Lot B 121,000 sq. ft.  
Lot C 135,000 sq. ft.

Menifee Valley Campus  
28237 La Piedra Road  
Menifee, CA 92584

Lot A 72,724 sq. ft.  
Lot B 136,131 sq. ft.  
Lot C 123,759 sq. ft.  
Lot D 212,029 sq. ft.

Contractor to verify measurements.

### **TIMELINE:**

Time is of the essence for this project. District would like to complete this project during the week of December 25, 2019 – January 2, 2020, prior to the beginning of the Winter semester. Please indicate within your proposal whether you will be able to accommodate this timeline.

### **CONTACT PERSON(S):**

Scope of Work – Daryl Wilkes – Director of Maintenance and Operations  
Brian Twitty, Director of Maintenance and Operations  
Bid/Purchasing – Tammy Cunningham, Director of Procurement & General Services,

### **MATERIAL SPECIFICATIONS:**

1. **PRIMER/TACK COAT:** Prime coat material, conforming to CSS Section 94, which is compatible with the base, the surface and the patching materials.
2. **CRACK FILLER:** “Guard Top Crack Filler” by Industrial Asphalt crack sealer or equal.
3. **SEALER:** Pre-mixed asphalt emulsion blended with select fillers and fibers, Guard Top Sealer by Industrial Asphalt or equal.
4. **PAVEMENT MARKING PAINT:** Sherwin Williams “Set Fast Vinyl Acrylic” TM 286/287/229 or equal.
5. **TESTING:** The District or District’s representative shall have the right to obtain samples of all materials and to test samples to determine compliance. The District shall have the right to



- obtain samples at the point of delivery or manufacturer. The District shall have the right to inspect sources of materials to determine compliance of supplier.
6. Sealing and other work must be accomplished so as not to completely block student, staff, and faculty parking at any one time. All work must be coordinated with the Facilities District Supervisor.

### **CRACK FILLING**

Seal all cracks in the existing pavement surface in excess of 1/8 inch.

- A. Prior to application of sealant, all cracks 1/8 inch or wider shall be cleaned of vegetation, dirt or other foreign materials by mechanical or hand methods, followed by water or air blasting. Crack surfaces shall be clean and dry at time of sealant application.
- B. Crack sealant materials shall be spread with a nozzle or other device that places the sealant material fully within the crack. When cured, the sealant material shall be at least flush with the surrounding pavement surface.
- C. Crack sealant materials shall be a cold pour type, Guard Top Crack Filler by Industrial Asphalt or equal.

### **SEAL COAT**

Seal coat is needed of existing asphalt surface as indicated in this scope of work and where found by inspection of the site, and as necessary for a complete and proper renovation of the existing paving.

- A. After all pavement repairs are completed (if any), all surfaces to receive asphalt sealer shall be cleaned, washed, and scraped as required to remove all dust, debris, oil spots, and other foreign materials prior to the application of sealer. Oil spots and deposits that may prevent proper seal coat bonding shall be heated and excess oil scraped and removed. Prior to seal coating, the cleaned areas shall be treated with an oil spot treatment as recommended by the manufacturer of the seal coat material.
- B. A minimum of two (2) seal coat applications shall be required. Thoroughly mix materials and apply in accordance with the manufacturers written instructions. The seal coat shall be applied with the squeegee application method. Spraying of seal coat is not allowed.
- C. The initial application of seal coat shall have three (3) pounds of number 30 mesh sand and 2% latex additive per gallon of sealer. Apply at a minimum rate of 20 gallons of sealer per 1000 square feet of asphalt surface.
- D. After the initial applications of sealer are thoroughly dried, apply the second or finish coat of sealer. No fillers are to be added to the finish coat asphalt sealer. Finish coat shall be applied at a minimum rate of 10 gallons of sealer per 1000 square feet of asphalt surface.
- E. Asphalt sealer material shall be pre-mixed asphalt emulsion, Guard Top Sealer by industrial Asphalt or equal.

## **PAVEMENT MARKING**

Pavement and curb markings shall be reapplied to match existing markings prior to installation of new asphalt coatings.

- A. Sweep and clean all surfaces to eliminate dirt, dust, and loose materials prior to application of paint.
- B. All stripes and other pavement markings shall be applied with mechanical equipment to produce uniform and straight edges. All stripes and markings shall be sharp and accurate with no fuzziness or waving at edge of lines. Application shall comply with manufactures recommended rates.
- C. All Disabled parking marking shall be in accordance with the State of California City Regulations 3107A.
- D. Pavement marking material shall be Sherwin Williams “Set Fast Vinyl Acrylic” TM-286/287/229 or equal.

## **SAFETY**

The Contractor shall provide all barricades, security, and signage, etc., necessary to control vehicle and pedestrian traffic and to protect the pavement areas whole work is in progress; and until the sealer is fully cured and does not pickup under foot or wheeled traffic.

## **GENERAL CONDITIONS**

The Contractor performing pavement repairs at District-owned facilities is subject to the following conditions, which will become part of the awarded contract provisions.

- 1. REGULATIONS AND CODES – The Contractor shall give all notices required by, and comply with, all applicable laws, ordinance and codes of the local government and shall, at Contractor’s own expense, secure and pay the fees or charges for all permits required for the performance of the contracted work.
- 2. WARRANTY OF TITLE – The Contractor warrants good title to all materials, supplies and equipment incorporated in the work and agrees to deliver to the premises, together with all improvements, free from any claims, liens or charges and agrees further that neither the Contractor nor any other person, firm, or corporation shall have any right to a lien upon the premises or anything appurtenant thereto.

## **ADDITIONAL INFORMATION/REQUIREMENTS**

1. Responses to this IFB must remain valid for a minimum of 90 days from the opening date.
2. All work shall be performed in compliance with good workmanship and standards adhering to manufacturer specifications and applicable codes.
3. The Contractor shall notify member of the Underground Service Alert (USA) at least two working days prior to performing the excavation portions of this job and must request verification at the construction site of the locations of underground utilities where such utilities may conflict with the placement of improvements as identified in the Scope of Work. Call Underground Service Alert (USA) before digging.
4. The Contractor will be responsible for removing all debris resulting from the performance of this contract.
5. Safe vehicular and pedestrian access shall be provided at all times during completion of the job.
6. The Contractor shall take every precaution necessary to assure the protection of both persons and property while performing work under this contract.
7. The Contractor must obey all local, state, and federal laws concerning health and safety at all times during the performance of this job.
8. The Contractor will be responsible for the repair of any damage caused to District or private property, utilities, etc. as a result of work being performed on this job, at no cost to the District or owner.
9. The Contractor shall not execute an agreement with any subcontractor to perform any work included in this Contract unless Contractor has received prior written approval of such agreement from the District.
10. Right to Modification: A change after award of a contract in any of the contract terms, including price, quantity, time and place of delivery, etc., shall be in the form of a written change order. Such changes shall be negotiated between the District's representative and the Contractor.

Except for the purpose of affording protection against any emergency endangering health, life, limb or property, the Contractor shall make no change in the material used or in the specified manner of construction and/or installing the improvements or supply additional labor, services or materials beyond the actually required for the execution of the Contract, unless in pursuance of a written order from and the Vice President of Business Services authorizing the contractor to proceed with the change. No claim for an adjustment of the Contract amount will be valid unless so ordered.

## **COMPENSATION RATE**

Wage Rates: In accordance with the provisions of Sections 1770 and 1773 of the Labor Code, the Director of Industrial Relations has determined the general prevailing rate of wages applicable to the work to be done. These rates are set forth in a schedule located at the State Department of Industrial Relations. The Contractor shall post a copy thereof at each job site.

The website for the Director of Industrial Relations website is:

<https://www.dir.ca.gov>

## DESIGNATION OF SUBCONTRACTORS

In compliance with the Subletting and Subcontracting Fair Practices Act (California Public Contract Code section 4100 et seq.,) and any amendments thereof, each Bidder shall set forth below: (a) the name, license number, and location of the place of business of each subcontractor who will perform work or labor or render service to the Contractor, who will perform work or labor or work or improvement to be performed under this Contract, or a subcontractor licensed by the State of California who, under subcontract to the Contractor, specially fabricates and installs a portion of the work or improvements according to detailed Drawings contained in the Plans and Specifications in an amount in excess of one-half of one percent of the Contractor's total bid; and (b) the portion and description of the work which will be done by each subcontractor under this Act. The Contractor shall list only one subcontractor for each such portion as is defined by the Contractor in this bid. All subcontractors shall be properly licensed by the California State Licensing Board.

If a Contractor fails to specify a subcontractor, or if a Contractor specifies more than one subcontractor for the same portion of work to be performed under the Contract in excess of one-half of one percent of the Contractor's total bid, the Contractor shall be deemed to have agreed that the Contractor is fully qualified to perform that portion, and that the Contractor alone shall perform that portion.

No Contractor whose bid is accepted shall (a) substitute any subcontractor, (b) permit any subcontractor to be voluntarily assigned or transferred or allow the relevant portion of the work to be performed by anyone other than the original subcontractor listed in the original bid, or (c) sublet or subcontract any portion of the work in excess of one-half of one percent of the Contractor's total bid where the original bid did not designate a subcontractor, except as authorized in the Subletting and Subcontracting Fair Practices Act.

Subletting or subcontracting of any portion of the work in excess of one-half of one percent of the Contractor's total bid where no subcontractor was designated in the original bid shall only be permitted in cases of public emergency or necessity, and then only after a finding, reduced to writing as a public record, of the authority awarding this Contract setting forth the facts constituting the emergency or necessity.

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.

**NOTE:** If alternate bids are called for and bidder intends to use different or additional subcontractors on the alternates, a separate list of subcontractors must be provided for each such Alternate.

**DESIGNATION OF SUBCONTRACTORS FORM**

<b>Scope of Work</b>	<b>Name of Subcontractor</b>	<b>Location &amp; Place of Business</b>	<b>License Type and Number</b>	<b>DIR Registration Number</b>	<b><i>E-Mail &amp; Telephone*</i></b>

Bid No. 2020-006, Parking Lot Repair Services - Slurry Seal, Crack Sealing, Painting & Striping at the SJC & MVC

Designation of Subcontractors

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

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

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

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

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

Signature of Bidder

Representative: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_

Bid No. 2020-006, Parking Lot Repair Services - Slurry Seal, Crack Sealing, Painting & Striping at the SJC & MVC

Designation of Subcontractors

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

Labor Code section 3700 in relevant part provides:

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

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

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

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Print)

\_\_\_\_\_  
(Date)

In accordance with Article 5 (commencing at section 1860), Chapter 1, Part 7, Division 2 of the Labor Code, the above certificate must be signed and submitted with the Contractor's bid.

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Bid No. 2020-006, Parking Lot Repair Services - Slurry Seal, Crack Sealing,  
Painting & Striping at the SJC & MVC Contractor's Certificate Regarding Workers' Compensation



**NON-COLLUSION DECLARATION**

The undersigned declares:

I am the \_\_\_\_\_ [Title] of \_\_\_\_\_ [Name of Company], the party making the foregoing bid.

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

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

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on \_\_\_\_\_ [Date], at \_\_\_\_\_ [City], \_\_\_\_\_ [State].

Signed: \_\_\_\_\_

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

**BID GUARANTEE FORM**

**(Use only when not using a Bid Bond)**

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

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

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Bidder

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

**BID BOND FORM**

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

SIGNED this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

The condition of the above obligation is such that whereas the Principal has submitted to the District a certain Bid, attached hereto and hereby made a part hereof, to enter into a Contract in \_\_\_\_\_ writing \_\_\_\_\_ for \_\_\_\_\_ the \_\_\_\_\_ construction \_\_\_\_\_ of \_\_\_\_\_.

NOW, THEREFORE,

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

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

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

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

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

(Corporate Seal)

By \_\_\_\_\_  
Principal's Signature  
\_\_\_\_\_  
Typed or Printed Name  
\_\_\_\_\_  
Principal's Title

(Corporate Seal)

By \_\_\_\_\_  
Surety's Signature  
\_\_\_\_\_  
Typed or Printed Name  
\_\_\_\_\_  
Title

(Attached Attorney in Fact Certificate)

\_\_\_\_\_  
Surety's Name  
\_\_\_\_\_  
Surety's Address  
\_\_\_\_\_  
Surety's Phone Number

**IMPORTANT:**

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

**THIS IS A REQUIRED FORM.**

Any claims under this bond may be addressed to:

(Name and Address of Surety)

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

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

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**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

\_\_\_\_\_  
Bid No. 2020-006, Parking Lot Repair Services - Slurry Seal, Crack Sealing,  
Painting & Striping at the SJC & MVC      Acknowledgment of Bidding Practices Regarding Indemnity





**CONTRACTOR'S CERTIFICATE REGARDING DRUG-FREE WORKPLACE**

This Drug-Free Workplace Certification form is required from all successful bidders pursuant to the requirements mandated by Government Code section 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:

1. 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.
2. 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;
3. 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 Section 8350 et seq.

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

DATE: \_\_\_\_\_

\_\_\_\_\_  
CONTRACTOR

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

---

Bid No. 2020-006, Parking Lot Repair Services - Slurry Seal, Crack Sealing,  
Painting & Striping at the SJC & MVC Contractor's Certificate Regarding Drug Free Workplace



**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 Obligees are required to engage the services of an attorney in connection with enforcement of the bond, Contractor and Surety shall pay Obligees' 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 Obligees and judgment is recovered, the Surety shall pay all costs incurred by the Obligees 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.

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.

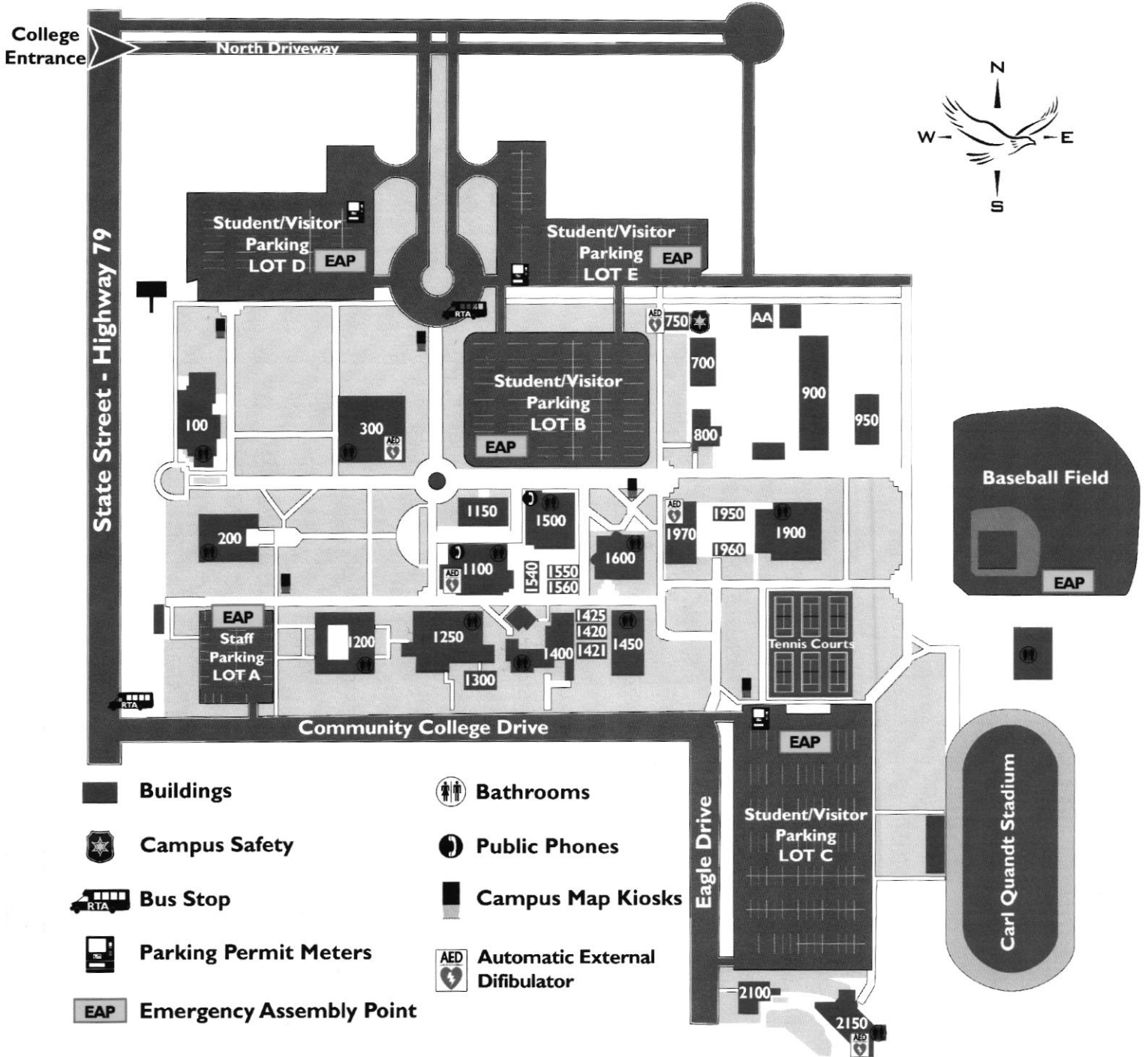
\_\_\_\_\_  
Notary Public in and for said State

(SEAL)

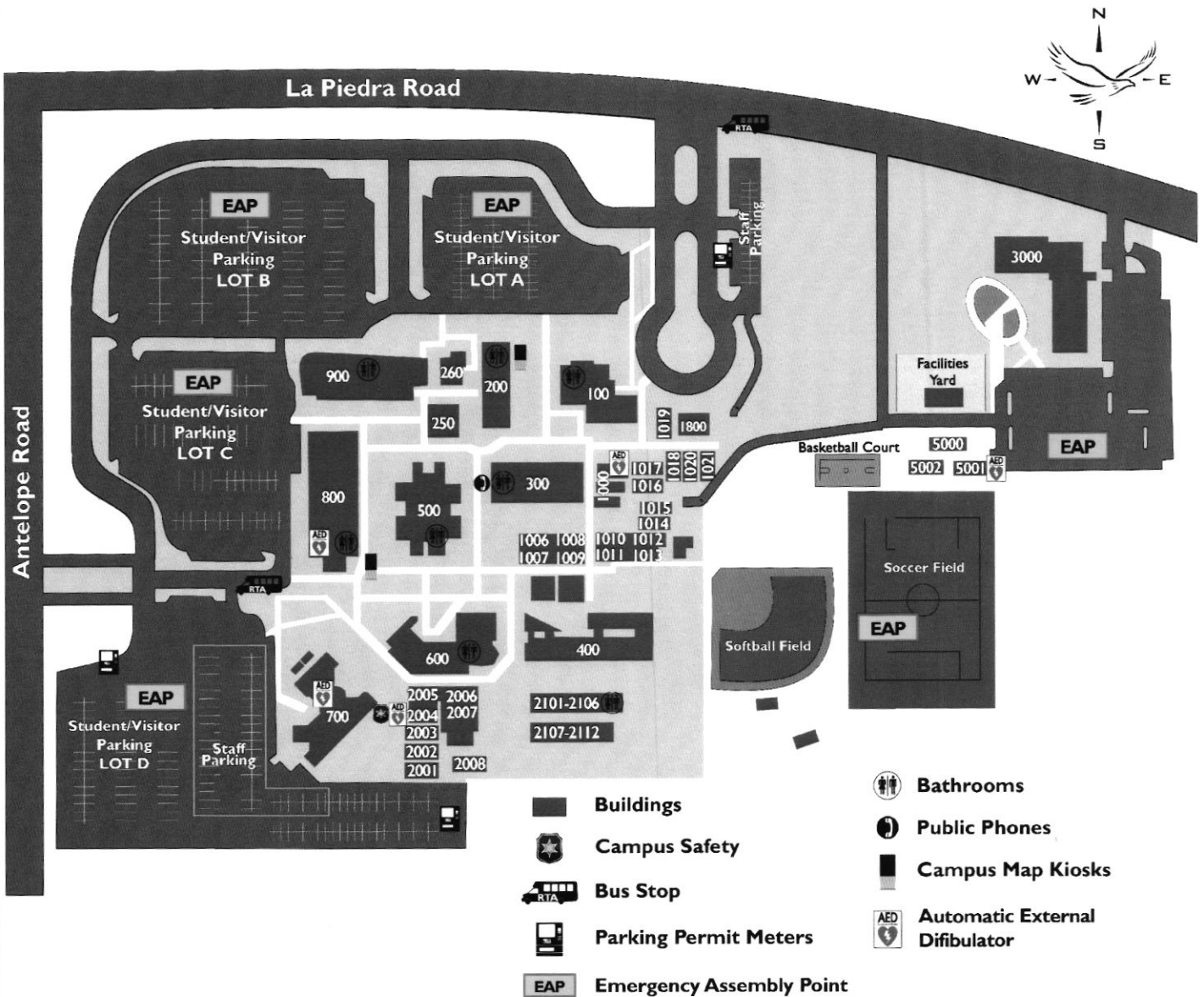
Commission expires: \_\_\_\_\_

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

## **Exhibit B**



San Jacinto Campus Map



Menifee Valley Campus Map