

**REQUEST FOR BID #20-07
High-Density Mobile Storage System
Computing and Distribution Center**



SAN DIEGO COMMUNITY COLLEGE DISTRICT
3375 CAMINO DEL RIO SOUTH, SUITE 270
SAN DIEGO, CA 92108

**RESPONSES DUE BY MAY 08, 2020 AT 2:00:00 P.M. PST
NO LATE BIDS WILL BE ACCEPTED**

KELLIE SILVA, BUYER
PURCHASING AND CONTRACT SERVICES
KSILVA@SDCCD.EDU
(619) 388-6562
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BID SCHEDULE

April 7, 2020	1 st Advertisement in the San Diego Union Tribune
April 7, 2020	RFB available
April 14, 2020	2 nd Advertisement in the San Diego Union Tribune
April 17, 2020	Mandatory Site-Walk by appointment only between 1:00pm and 3:00pm- email ksilva@sdccd.edu to make appointment Computing and Distribution Center, Front Lobby 9315 Hillery Drive San Diego, CA 92126
April 22, 2020	Last day to receive proposal questions from Bidders
April 29, 2020	Last day to issue Addenda to respond to proposal questions
May 8, 2020	Proposals due to Purchasing and Contract Services office via United States Postal Service (USPS) before 2:00:00 p.m.

PART I: NOTICE INVITING BIDS

Notice is hereby given that sealed bids for furnishing all tools, apparatus, facilities, labor, material, tax, transportation, equipment, and services necessary to perform and complete, in strict conformance with the plans, specifications and other contract documents, in a good and workmanlike manner, the work for the SAN DIEGO COMMUNITY COLLEGE DISTRICT (the "District" or "Owner") **RFB No. 20-07 High-Density Mobile Storage System** will be received in Purchasing and Contract Services, San Diego Community College District, 3375 Camino del Rio South, Suite 270, San Diego, CA 92108, via United States Postal Service (USPS) before **2:00:00 p.m.**, on the clock designated by the District or its representative as the bid clock, on **Friday, May 8, 2020** when or after which bids will be opened, read aloud and tabulated. The District will not accept any bids or bid modifications submitted by facsimile or electronic mail transmission.

The San Diego Community College District (hereinafter referred to as the "District") is requesting bids from qualified suppliers who can provide solutions for long-term document storage. Proposed solutions must include a high-density mobile storage system for archived paper documents. This request includes any and all design, labor, service, support, implementation, maintenance, as well as supplies and equipment as required.

This project is subject to review from the Division of State Architect (DSA).

Detailed plans, specifications and other document forms, including bid documents will be available. Prospective bidders may also obtain pertinent RFB documents, including any addenda, at the District's website: https://www.sdccd.edu/about/departments-and-offices/business-technology-services-division/business-support-services/purchasing-vendors/bid_rfp/bid-and-rfp-opportunities.aspx.

A mandatory pre-bid conference and inspection tour for prospective bidders will meet in the Computing and Distribution Center Lobby, 9315 Hillery Drive, San Diego, CA 92126, Friday, April 17, 2020 by appointment only between 1:00pm and 3:00pm, Email ksilva@sdccd.edu for an appointment. No bid will be considered unless the bidder has attended the pre-bid conference and inspection tour.

Proposal questions must be submitted via email no later than **Wednesday, April 22, 2020, by 5:00 p.m.** to Kellie Silva at ksilva@sdccd.edu. The email subject line should read: "Questions regarding RFB No. 20-07." Answers to all questions will be addressed via an RFB addendum posted on the District's Purchasing and Contract Services webpage. No direct responses will be sent to the company asking the questions.

The District encourages the participation of local and/or small businesses, including, but not limited to, minority, women, disabled, veteran or disabled veteran owned businesses, as suppliers, Prime Contractors, or subcontractors/suppliers for the Prime Contractor, as permitted by Board Policy (BP) 6350, State of California Government Code (GOV) section 14838, Public Contract Code (PCC) 10111 and 10115, and Education Code (ECC) 71028.

Bids must be from a Contractor appropriately licensed to do business in the State of California, must be sealed and accompanied by certified check, cashier's check or bid bond from a surety company admitted to issue surety bonds in the State of California, with a **AM Best rate A-/VII or better** of the current issue of the Best Rating Guide, and made payable to the San Diego Community College District in the sum of not less than ten percent (10%) of the bid amount. The check or bond shall be given as a guarantee that the successful bidder will enter into a written contract within ten (10) calendar days after being requested to do so and will be considered as the stipulated amount of liquidated damages in the event the bidder is unable to or refuses to sign a formal written contract for the work and submit the required performance bond and bid bond.

The successful bidder shall furnish (i) a surety bond in an amount at least equal to one hundred percent (100%) of the contract price to guarantee the faithful performance of the contract and (ii) a separate

surety bond in an amount at least equal to one hundred percent (100%) of the contract price as security for the payment to any of the persons named in Section 9550-9556 of the Civil Code and amounts due under the Unemployment Insurance Code with respect to work or labor performed under the contract and for any amounts required to be deducted, withheld and paid over to the Employment Development Department from the wages of employees of the Contractor pursuant to Section 13020 of the Unemployment Insurance Code, with respect to such work or labor, and also, in case suit is brought upon the bond, reasonable attorney's fee, to be fixed by the court. The Payment (labor and material) bond by its terms shall insure the benefit of any of the persons named in Section 9550-9556 of the Civil Code so as to give a right of action to such persons or their assigns in any suit brought upon the bond. The Contractor shall include the costs of both of these bonds in the bid. All Bonds pertaining to this project shall be from a surety company admitted to issue surety bonds in the State of California per Code of Civil Procedures Section 995.120 **with a AM Best Rate A-VII or better.**

Notice is further given that the form of contract to be used will be the General Construction Contract for San Diego Community College District included with the bid package.

This Project is a public work and subject to prevailing wage requirements per Labor Code §1720 *et seq.* The bidder/contractor and all subcontractors of every tier shall pay laborers performing any portion of the Project not less than the prevailing wage rate established for the labor provided. Pursuant to Labor Code §1771.4(a)(4), prevailing wage rate monitoring and enforcement shall be by the California Department of Industrial Relations ("DIR"). Each bidder must be registered with the DIR pursuant to Labor Code §1725.5 in order to be qualified to submit a bid or to perform work on this Project. Bids submitted by contractors not registered with the DIR will be rejected as non-responsive. All listed subcontractors in the bid also must be registered with the DIR at the time of bid opening. At all times during performance of the Project, the bidder/contractor and **all** subcontractors, **of any tier**, must be registered with the DIR. Bidders/contractors may register with the DIR online at <http://www.dir.ca.gov/PublicWorks/PublicWorks.html>.

The Director of Industrial Relations has determined the general prevailing rate of per diem wages in the locality in which this work is to be performed for each craft or type of worker needed to execute the Contract which will be awarded to the successful bidder, copies of which are available online at <http://www.dir.ca.gov/dlsr>. A copy of these rates shall be posted by the successful bidder at the job site. The successful bidder, and all subcontractor(s) under the successful bidder as well as all subcontractors of any tier, shall comply with all applicable Labor Code provisions, which include, but are not limited to, registration with the DIR for the duration of the work performed on the Project, the payment of not less than the required prevailing rates to all workers employed by them in the execution of the Contract, reporting compliance to the DIR, the employment of apprentices, the hours of labor and the debarment of contractors and subcontractors.

Contractor and subcontractors are required to submit certified payroll reports (CPRs) to the Labor Commissioner using the DIR's electronic certified payroll reporting system. Reporting information can be accessed through the Department of Industrial Relations' ("DIR") web page at the following address: <https://www.dir.ca.gov/public-works/certified-payroll-reporting.html>.

Attention is directed to the provisions of Section 1777.5 and 1777.6 of the Labor Code of the State of California concerning employment of apprentices by the Contractor or any subcontractor under him. The prime contractor is responsible for compliance with the requirements of Section 1777.5, and the prime contractor and any subcontractor under him shall comply with the requirements of Section 1777.6.

Contractors and subcontractors who bid or work on a public works project must register and pay an annual fee to DIR effective July 1, 2014. Contractors can register at the following web site: <https://www.dir.ca.gov/Public-Works/Contractors.html>.

Bids shall be made upon the bid form provided by Purchasing and Contract Services at San Diego Community College District and shall be properly completed with all items filled out; numbers shall be in writing and figures and the signatures of all persons signing shall be written in ink in long hand. No bidder

may withdraw his bid for a period of sixty (60) calendar days after the time set for the opening of bids and the Board of Trustees will act to accept or reject bids within that period of time.

The Board of Trustees may reject the bid of any bidder who fails to provide the number, expiration date and classification of the bidder's state contractor's license, or fails to endorse the non-collusion affidavit required by Public Contract Code Section 7106.

It has been determined that the successful bidder must possess the following license classification(s) to be awarded the contract for this project: **Class B General Contractor.**

The District shall award the Contract, if any, to the lowest responsive, responsible bidder, **depending upon available funds. (PCC SECTION 20103.8.)**

The Board of Trustees reserves the right to reject any or all bids and further reserves the right to waive any informalities or irregularities in the bids.

SAN DIEGO COMMUNITY COLLEGE DISTRICT

Kellie Silva, Buyer
San Diego Community College District
San Diego County

Publication: San Diego Union Tribune
April 7, 2020 & April 14, 2020

SAN DIEGO COMMUNITY COLLEGE DISTRICT
PART II: INSTRUCTIONS TO BIDDERS

Contractors shall follow the instructions in this document, and shall submit all documents, forms, and information required for consideration of the RFB.

The District and Contractor will not consider or accept any bids from contractors who are not licensed to do business in the State of California, in accordance with the California Public Contract Code, providing for the licensing of contractors. In accordance with Section 3300 of said Code, the bidder shall be a licensed pursuant to the Business and Professions Code and shall be licensed in the appropriate classification(s) of contractor's license(s), for the work bid upon, and must maintain the license throughout the duration of the Contract, including all applicable warranty periods.

San Diego Community College District ("District" or "Owner") will evaluate information submitted by the apparent low Bidder and, if incomplete or unsatisfactory to the District, Bidder's bid may be rejected at the sole discretion of District.

1. Bids are requested for a general construction contract, or work described in general, for the following project ("Project" or "Contract"):

High-Density Mobile Storage System at the Computing and Distribution Center

District will receive sealed Bids from Bidders as stipulated in the Notice to Bidders.

2. Bidders must submit Bids on the Bid Form and include all other required District forms. Bids not submitted on the District's required forms shall be deemed non-responsive and shall not be considered. Additional sheets required to fully respond to requested information are permissible.
3. Bidders must supply all information required for each bid document. Bids must be full and complete. District reserves the right, in its sole discretion, to reject any Bid as non-responsive as a result of any error or omission in the Bid. Bidders must complete and submit all of the following documents **with the Bid Form, with all appropriate signatures:**
 - a. Bid Bond on the District's form or other security
 - b. Designated Subcontractors List- **Bidders are required, AT TIME OF BID SUBMISSION, to include the type of work, location, phone number & license number of each subcontractor listed in its bid. ONLY corrections to Subcontractor's license numbers can be submitted within twenty-four (24) hours of bid opening,** Per AB 44, amendment to Public Contract Code Section 4104.
 - c. Designated Subcontractors List – **All bidders, including subcontractors are required to be registered with the Department of Industrial Relations (DIR). DIR registration numbers for subcontractors need to be submitted on the bid form at time of bid submission OR within 24 hrs. after bid opening.**
 - d. Site-Visit Certification, if a site visit was required
 - e. Non-collusion Declaration
4. Bidders must submit their Bids with a cashier's check or a certified check payable to District, or a bid bond by an admitted surety insurer of not less than ten percent (10%) of amount of base Bid. Cash will not be accepted. Required form of corporate surety (Bid Bond) is provided by District and must be used and fully completed by Bidders choosing to provide a Bid Bond as security. The Surety on Bidders' Bid Bond must be an insurer admitted in the State of California **with a AM Best rate A-/VII or better** and authorized to issue surety bonds in the State of California. Bids submitted without necessary bid security will be deemed non-responsive and will not be considered.

5. Within **seven (7)** calendar days after the date of the Notice of Intent, the Bidder to whom the Contract is awarded fails or neglects to submit the required bonds, insurance certificates, and all other required documents required to prepare the Contract, or fails or neglects to enter into a Contract, the District may deposit Bid Bond, cashier's check, or certified check for collection, and proceeds thereof may be retained by the District, at the District's discretion, as liquidated damages for failure by the Bidder to enter into a Contract. It is agreed that the calculation of damages the District may suffer as a result of Bidder's failure to enter into the Contract would be extremely difficult and impractical to determine and that the amount of the Bidder's required bid security shall be the agreed and conclusively presumed amount of damages.
6. Bidders must submit with the Bid, the Designated Subcontractors List for those subcontractors who will perform any portion of Work, including labor, rendering of service, or specially fabricating and installing a portion of the Work or improvement according to detailed drawings contained in the plans and specifications, in excess of one half of one percent (0.5%) of total Bid. **Bidders are required to submit on the Bid Form, AT TIME OF BID SUBMISSION, the name of subcontractor, type of work, location and LICENSE NUMBER.** Failure to submit this list when required by law shall result in Bid being deemed non-responsive and the Bid may not be considered. **ONLY corrections to Subcontractor's license numbers can be submitted within twenty-four (24) hours of bid opening,** per AB 44, amendment to Public Contract Code Section 4104.
7. If a mandatory pre-bid conference and site visit ("Site Visit") is requested as referenced in the Notice to Bidders, then Bidders must submit the Site-Visit Certification with their Bid. District will transmit to all prospective Bidders of record such Addenda as District in its discretion considers necessary in response to questions arising at the Site Visit. Oral statements shall not be relied upon and will not be binding or legally effective. Addenda issued by the District as a result of the Site Visit, if any, shall constitute the sole and exclusive record and statement of the results of the Site Visit.
8. Bidders shall submit the Non-collusion Declaration with their Bids. Bids submitted without the Non-collusion Declaration shall be deemed non-responsive and will not be considered, per Public Contract Code Section 7106.
9. Bids shall be clearly written without erasure or deletions. Mistakes may be crossed out and initialed in ink. District reserves the right to reject any Bid containing erasures or deletions.
10. Bidders shall not modify the Bid Form or qualify their Bids. Bidders shall not submit to the District a scanned, re-typed, word-processed, or otherwise recreated version of the Bid Form and Proposal or other District-provided document. No bid proposal will be considered which makes exceptions, changes, or in any manner makes reservations to the terms of the bidding documents.
11. The Bidder and all Subcontractors under the Contractor shall pay all workers on all work performed pursuant to this Contract not less than the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work as determined by the Director of the Department of Industrial Relations, State of California, for the type of work performed and the locality in which the work is to be performed within the boundaries of the District, pursuant to sections 1770 et seq. of the California Labor Code.
12. Bidders must comply with the new registration regulation and are also responsible for the registration verification of their subcontractors. The Verification of Contractor and Subcontractors' DIR Registration Form, Part V, must be submitted with the bid or within 24 hrs after bid opening. Failure to submit this form may be subject to rejection of bid for non-responsiveness.
13. Submission of Bid signifies careful examination of Contract Documents and complete understanding of the nature, extent, and location of Work to be performed. Bidders must complete the tasks listed below as a condition to bidding, and submission of Bid shall constitute the Bidder's express representation to District that Bidder has fully completed the following:

- a. Bidder has visited the Site, if required, and has examined thoroughly and understood the nature and extent of the Contract Documents, Work, Site, locality, actual conditions, as-built conditions, and all local conditions and federal, state and local laws, and regulations that in any manner may affect cost, progress, performance, or furnishing of Work or that relate to any aspect of the means, methods, techniques, sequences, or procedures of construction to be employed by Bidder and safety precautions and programs incident thereto;
- b. Bidder has conducted or obtained and has understood all examinations, investigations, explorations, tests, reports, and studies that pertain to the subsurface conditions, as-built conditions, underground facilities, and all other physical conditions at or contiguous to the Site or otherwise that may affect the cost, progress, performance, or furnishing of Work, as Bidder considers necessary for the performance or furnishing of Work at the Contract Sum, within the Contract Time, and in accordance with the other terms and conditions of Contract Documents, including specifically the provisions of the General Conditions; and no additional examinations, investigations, explorations, tests, reports, studies, or similar information or data are or will be required by Bidder for such purposes;
- c. Bidder has correlated its knowledge and the results of all such observations, examinations, investigations, explorations, tests, reports, and studies with the terms and conditions of the Contract Documents;
- d. Bidder has given the District prompt written notice of all conflicts, errors, ambiguities, or discrepancies that it has discovered in or among the Contract Documents and the actual conditions, and the written resolution thereof by the District is acceptable to Bidder;
- e. Bidder has made a complete disclosure in writing to the District of all facts bearing upon any possible interest, direct or indirect, that Bidder believes any representative of the District or other officer or employee of the District presently has or will have in this Contract or in the performance thereof or in any portion of the profits thereof;
- f. Bidder must, prior to bidding, perform the work, investigations, research, and analysis required by this document and that Bidder represented in its Bid Form and Proposal and the Agreement that it performed prior to bidding. Contractor under this Contract is charged with all information and knowledge that a reasonable bidder would ascertain from having performed this required work, investigation, research, and analysis. Bid prices must include entire cost of all work “incidental” to completion of the Work.
- g. Conditions Shown on the Contract Documents: Information as to underground conditions, as-built conditions, or other conditions or obstructions, indicated in the Contract Documents, e.g., on Drawings or in Specifications, has been obtained with reasonable care, and has been recorded in good faith. However, District only warrants, and Contractor may only rely, on the accuracy of limited types of information.
 - (1) As to above-ground conditions or as-built conditions shown or indicated in the Contract Documents, there is no warranty, express or implied, or any representation express or implied, that such information is correctly shown or indicated. This information is verifiable by independent investigation and Contractor is required to make such verification as a condition to bidding. In submitting its Bid, Contractor shall rely on the results of its own independent investigation. In submitting its Bid, Contractor shall not rely on District-supplied information regarding above-ground conditions or as-built conditions.
 - (2) As to any subsurface condition shown or indicated in the Contract Documents, Contractor may rely only upon the general accuracy of actual reported depths, actual reported character of materials, actual reported soil types, actual reported water conditions, or actual obstructions shown or indicated. District is not responsible for the completeness of such information for bidding or construction; nor is District responsible in any way for any conclusions or opinions of Contractor drawn from such information; nor is the District

responsible for subsurface conditions that are not specifically shown (for example, District is not responsible for soil conditions in areas contiguous to areas where a subsurface condition is shown).

- h. Conditions Shown in Reports and Drawings Supplied for Informational Purposes: Reference is made to the document entitled Geotechnical Data, and the document entitled Existing Conditions, for identification of:
- (1) Subsurface Conditions: Those reports of explorations and tests of subsurface conditions at or contiguous to the Site that have been utilized by Architect in preparing the Contract Documents; and
 - (2) Physical Conditions: Those drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site that has been utilized by Architect in preparing the Contract Documents.
 - (3) These reports and drawings are **not** Contract Documents and, except for any “technical” data regarding subsurface conditions specifically identified in Geotechnical Data and Existing Conditions, and underground facilities data, Contractor may not in any manner rely on the information in these reports and drawings. Subject to the foregoing, Contractor must make its own independent investigation of all conditions affecting the Work and must not rely on information provided by District.
14. Bidders may examine any available “as-built” drawings of previous work by giving District reasonable advance notice. District will not be responsible for accuracy of “as-built” drawings. The document entitled Existing Conditions applies to all supplied “as-built” drawings.
15. Copies of the general prevailing rates of per diem wages for each craft, classification, or type of worker needed to execute the Contract, as determined by Director of the State of California Department of Industrial Relations are available from the Department of Industrial Relations’ web page at <http://www.dir.ca.gov> .
16. All questions about the meaning or intent of the Contract Documents are to be directed in writing to the District, as identified on the Bid Notice. Interpretations or clarifications considered necessary by the District in response to such questions will be issued in writing by Addenda to all parties recorded by the District as having received the Contract Documents. Questions received after the date identified on the Bid Notice as the “last day to receive questions from vendors” may not be answered. Only questions answered by formal written Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.
17. Addenda may also be issued to modify other parts of the Contract Documents as deemed advisable by the District.
18. Each Bidder must acknowledge each Addendum in its Bid Form and Proposal by number or Bid shall be considered non-responsive. Each Addenda shall be part of the Contract Documents. A complete listing of Addenda may be secured from the District.
19. Bids shall be based on products and systems specified in Contract Documents or listed by name in Addenda. The District is not responsible and/or liable in any way for a Contractor’s damages and/or claims related, in any way, to that Contractor’s basing its bid on any requested substitution that the District has not approved. Contractors and materials suppliers who submit requests for substitutions prior to the award of the Contract must do so in writing and in compliance with Public Contract Code section 3400. All requests must comply with the following:
- a. District must receive any request for substitution a minimum of **ten (10)** days prior to bid opening.

- b. Requests for substitutions shall contain sufficient information to assess acceptability of product or system and impact on Project, including, without limitation, the requirements specified in the Special Conditions and the Specifications. Insufficient information shall be grounds for rejection of substitution.
 - c. Approved substitutions shall be listed in Addenda. District reserves the right not to act upon submittals of substitutions until after bid opening.
 - d. Substitutions may be requested after Contract has been awarded only if indicated in and in accordance with requirements specified in the Special Conditions and the Specifications.
20. All Bids must be sealed, and marked with name and address of the Bidder, the Project name, Bid number, Bid package, and time of bid opening. Bids will be received as indicated in the Notice to Bidders.
 - a. Mark envelopes with the name of the Project.
 - b. Bids must be submitted by date and time shown in the Notice to Bidders.
 - c. Bids must contain all documents as required herein.
21. Bids will be opened at or after the time indicated for receipt of bids.
22. This Contract may include alternates. Alternates are defined as alternate products, materials, equipment, systems, methods, or major elements of the construction that may, at the District's option and under terms established in the Contract and pursuant to section 20103.8 of the Public Contract Code, be selected for the Work. The District shall award the Contract, if it awards it at all, to the lowest responsive responsible bidder based on the criteria as indicated in the Notice to Bidders.
23. Time for Completion: District may issue a Notice to Proceed within **three (3)** months from the date of the Notice of Intent. Once Contractor has received the Notice to Proceed, Contractor shall complete the Work within the period of time indicated in the Contract Documents.
 - a. In the event that the District desires to postpone issuing the Notice to Proceed beyond this 3-month period, it is expressly understood that with reasonable notice to the Contractor, the District may postpone issuing the Notice to Proceed.
 - b. It is further expressly understood by Contractor that Contractor shall not be entitled to any claim of additional compensation as a result of the postponement of the issuance of the Notice to Proceed beyond a three (3) month period. If the Contractor believes that a postponement of issuance of the Notice to Proceed will cause a hardship to the Contractor, the Contractor may terminate the Contract. Contractor's termination due to a postponement beyond this three (3) month period shall be by written notice to District within **ten (10)** calendar days after receipt by Contractor of District's notice of postponement.
 - c. It is further understood by the Contractor that in the event that Contractor terminates the Contract as a result of postponement by the District, the District shall only be obligated to pay Contractor for the Work that Contractor had performed at the time of notification of postponement and which the District had in writing authorized Contractor to perform prior to issuing a Notice to Proceed.
 - d. Should the Contractor terminate the Contract as a result of a notice of postponement, District shall have the authority to award the Contract to the next lowest responsive responsible bidder.

24. The Bidder to whom Contract is awarded shall execute and submit the following documents by 5:00 p.m. of the **seventh (7th)** calendar day following the date of the Notice of Intent. Failure to properly and timely submit these documents entitles District to reject the bid as non-responsive.
- a. Part VIII-Performance Bond (100%): On the form provided in the Contract Documents and fully executed as indicated on the form.
 - b. Part IX-Payment Bond (100%) (Contractor's Labor and Material Bond): On the form provided in the Contract Documents and fully executed as indicated on the form.
 - c. Part X-Insurance Certificates and Endorsements as required.
 - d. Part XV-Workers' Compensation Certification.
 - e. Part XVI-Prevailing Wage and Related Labor Requirements Certification.
 - f. Part XVII-Drug-Free Workplace Certification.
 - g. Part XVIII-Smoke-Free Environment Certification.
 - h. Part XIXI-Hazardous Materials Certification.
 - i. Part XX-Lead-Based Paint Certification.
 - j. Part XXI-Imported Materials Certification.
 - k. Part XXIII-Sex Offender Certification Form

The final Agreement will be executed by the District and the successful Bidder. A total of two (2) copies, each bearing an original signature, will be executed.

25. Any bid protest by any Bidder regarding any other bid must be submitted in writing to the District, before 5:00 p.m. of the **third (3rd)** business day following bid opening.
- a. The protest must contain a complete statement of any and all bases for the protest.
 - b. The protest must refer to the specific portions of all documents that form the bases for the protest.
 - c. The protest must include the name, address and telephone number of the person representing the protesting party.
 - d. The party filing the protest must concurrently transmit a copy of the protest and any attached documentation to all other parties with a direct financial interest that may be adversely affected by the outcome of the protest. Such parties shall include all other bidders or proposers who appear to have a reasonable prospect of receiving an award depending upon the outcome of the protest.
 - e. The procedure and time limits set forth in this paragraph are mandatory and are each bidder's sole and exclusive remedy in the event of bid protest. Failure to comply with these procedures shall constitute a waiver of any right to further pursue the bid protest, including filing a Government Code Claim or legal proceedings.

26. District reserves the right to reject any or all bids, including without limitation the right to reject any or all nonconforming, non-responsive, unbalanced, or conditional bids, to re-bid, and to reject the bid of any bidder if District believes that it would not be in the best interest of the District to make an award to that bidder, whether because the bid is not responsive or the bidder is unqualified or of doubtful financial ability or fails to meet any other pertinent standard or criteria established by District. District also reserves the right to waive inconsequential deviations not involving price,

time, or changes in the Work. For purposes of this paragraph, an “unbalanced bid” is one having nominal prices for some work items and/or enhanced prices for other work items.

27. Discrepancies between written words and figures, or words and numerals, will be resolved in favor of the figures or numerals.
28. Prior to the award of Contract, District reserves the right to consider the responsibility of the Bidder. District may conduct investigations as District deems necessary to assist in the evaluation of any bid and to establish the responsibility, including, without limitation, qualifications and financial ability of Bidders, proposed subcontractors, suppliers, and other persons and organizations to perform and furnish the Work in accordance with the Contract Documents to District's satisfaction within the prescribed time.

END OF DOCUMENT

SAN DIEGO COMMUNITY COLLEGE DISTRICT

PART III: BID FORM

San Diego Community College District
Purchasing and Contract Services
3375 Camino del Rio South, Suite 270
San Diego, CA 92108

The undersigned has read the Contract Documents, including without limitation, the Notice to Bidders and hereby proposes and agrees to furnish all tools, apparatus, facilities, labor, material, tax, transportation equipment and services necessary to perform and complete, in a good and workmanlike manner, the work for the work of San Diego Community College District (the "District") **High-Density Mobile Storage System**, complete in every respect, all in strict conformance with the Contract Documents, including without limitation the plans and specifications.

Bids must be submitted in one (1) original.

BASE BID: For completion of all work per Contract Documents, including without limitation the Project Plans and Specifications, and all Allowances noted below, the sum of:

_____ Dollars (\$ _____)

The project cost estimate is **\$ 400,000.00** . The District shall award the Contract, if any, to the lowest responsive, responsible bidder, **on the base bid only, depending upon available funds. (PCC SECTION 20103.8.)**

ALLOWANCE(S): *(Reference Special Conditions, Section 19)*

Allowance 01: Bidder shall include an allowance in its BASE BID for unforeseen conditions.

Total Allowance No. 01 \$50,000.
(Amount is to be included in BASE BID)

The undersigned acknowledges receipt of Addendum(s) as noted below, which are hereby incorporated in this proposal as part of the contract documents.

Addendum No. _____ Date: _____, 20__

All applicable California State and local sales tax, shipping costs, licenses and permit fees, trade-in allowances and educational discounts, if any, are included in the above Base Bid and each Alternate.

In submitting this Bid it is understood that the right is reserved by the San Diego Community College District Board of Trustees to waive any informalities and irregularities in any and all Bids.

If awarded the Contract, the undersigned agrees to begin work on the day specified by the District in the Notice to Proceed and shall complete all work within the Contract Time as specified in **PART XII: SPECIAL CONDITIONS Article 11 – Time of Completion.**

The Bidder acknowledges that time is of the essence for the work specified herein. By submitting its bid, the Bidder understands and agrees that it is and will be difficult and/or impossible to ascertain and determine the actual damage that the District will sustain in the event, and by reason of, Contractor's delay in completing the Work. Accordingly and in accordance with **Government Code 53069.85**, should the work not be completed by the Completion Date, plus any extensions of time authorized by the District, the bidder acknowledges that there shall be deducted from Payments otherwise due to the Contractor the sum of **Five Hundred (\$500.00)** as liquidated damages, for each and every calendar day that the work remains incomplete after the Completion Date, including authorized extensions. Bidder stipulates and acknowledges that the liquidated damages specified herein are not, and shall not be construed as, a penalty.

The undersigned further agrees that the cash deposit, cashier's check, certified check, or surety bond from a surety company admitted to issue bonds in the State of California, **with a AM Best rate A-/VII or better** in the amount of ten percent (10%) of the total base Bid and alternates, shall be left on deposit with the District and that its amount is the measure of the liquidated damages which the District will sustain because of the failure of the undersigned to sign the contract within ten (10) calendar days after written notice of the notice of intent or award of the contract and to furnish the required insurance and bonds, then the check, or bid bond deposited with this Bid shall be forfeited and become the property of the District, and if this Bid is not accepted within sixty (60) calendar days after the time set for the submission of bids, the amount of the deposit shall be returned to the undersigned. The deposit likewise shall be returned to the undersigned after the undersigned has duly endorsed and delivered the contract, all other documents required by these Contract Documents, and the two surety bonds.

Enclosed you will find a _____ (cash deposit, certified check, cashier's check or bid bond) made payable to San Diego College District equal to ten percent (10%) of my bid.

Subletting and Subcontracting Fair Practices Act.

Each bidder shall set forth on the form provided herein, and submit with its sealed bid at the time bids are due the name and address of the place of business of each subcontractor who will perform work, labor, furnish materials, or render service to the bidder on the work herein described in excess of one-half of one percent (0.5%) of the total bid. If alternate bids are called for, and the Bidder intends to use subcontractors different from or in addition to those subcontractors listed for work under the Base Bid, a separate list of subcontractors must be submitted for the alternate bids. **Bidders are required to submit the type of work, location, phone number and license number of each subcontractor listed in its bid at the time of bid submittal. Only corrections to license numbers can be submitted within twenty-four (24) hours of bid opening, per AB 44, amendment to Public Contract Code 4104.** No time extension will be allowed for submission of additional information required by this Section. The undersigned acknowledges that the provisions of the Act apply to this contract, particularly including the rules applicable to substitution of subcontractors and correction of clerical errors made in listing subcontractors on the bid form. Add additional sheets as required.

Name of Bidder: _____

Signature of Authorized Agent: _____

Print Name of Authorized Agent: _____

Title: _____

Mailing Address: _____

Telephone Number: (____) _____

FAX Number: (____) _____

Contact e-mail address: _____

State Contractor License Number: _____

State License Classification: _____

Tax I.D. Number: _____

Bidder's DIR Registration Number: _____

Expiration Date: _____

Date _____, 20__

Note to Bidders: The District may reject any Bid not listing both a state license number and a classification. No Bid shall be valid unless signed by or on behalf of the bidder by an authorized individual. If the bidder is an individual, it shall be signed by the individual. If the bidder is a partnership, the name of the partnership shall be given, and it shall be signed by one of the partners. If the bidder is a corporation, the name of the corporation shall be given, and it shall be signed by a properly authorized officer or officers.

Bids shall be contained in a sealed envelope with the **bidder's** return address in upper left-hand corner, and addressed to the District as follows:

**San Diego Community College District
Kellie Silva, Buyer, Purchasing and Contract Services
3375 Camino del Rio South, Suite 270
San Diego, CA 92108**

All Bids must be sealed, and marked with name and address of the Bidder and with the following notation in the lower left-hand corner:

**SEALED BID RFB No. 20-07
FOR: High-Density Mobile Storage System
BID OPENING: 05/08/20**

NON-COLLUSION DECLARATION
(Per Public Contract Code Section 7106)

DESCRIPTION

GENERAL: This Non-collusion Affidavit shall be executed by the Bidder and shall be submitted with this Bid Form.

The undersigned declares:

I am the _____ of _____, 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].

Signature of Bidder

END OF DOCUMENT

SAN DIEGO COMMUNITY COLLEGE DISTRICT
PART IV: SITE VISIT CERTIFICATION

For Projects Where the Site Visit was Necessary

PROJECT: _____(Project Name)
Check whichever option applies:

_____ I certify that I visited the Site of the proposed Work and became fully acquainted with the conditions relating to construction and labor. I fully understand the facilities, difficulties, and restrictions attending the execution of the Work under contract.

_____ I certify that _____ (Bidder's representative) visited the Site of the proposed Work and became fully acquainted with the conditions relating to construction and labor. The Bidder's representative fully understood the facilities, difficulties, and restrictions attending the execution of the Work under contract.

Bidder fully indemnifies the San Diego Community College District, its Architect, its Engineer, its Construction Manager, Program Manager, and all of their respective officers, agents, employees, and consultants from any damage, or omissions, related to conditions that could have been identified during my visit and/or the Bidder's representative's visit to the Site.

I certify under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Date: _____

Proper Name of Bidder: _____

Signature: _____

Print Name: _____

Title: _____

END OF DOCUMENT

SAN DIEGO COMMUNITY COLLEGE DISTRICT

PART V: VERIFICATION OF CONTRACTOR AND SUBCONTRACTORS' DIR REGISTRATION

This form must be completed and submitted with the bid or within 24 hours after bid opening:

I am the _____ of _____ ("Bidder")
(Title/Position) (Bidder's Name)

submitting the accompanying Bid for the Work described as:

_____.

1. The Bidder is currently registered as a contractor with the Department of Industrial Relations ("DIR").

2. The Bidder's DIR Registration Number is: _____. The expiration date of the Bidder's DIR Registration is June 30, 20__.

3. If the Bidder is awarded the Contract for the Work and the expiration date of the Bidder's DIR Registration will occur: (i) prior to expiration of the Contract Time for the Work; or (ii) prior to the Bidder completing all obligations under the Contract for the Work, the Bidder will take all measures necessary to renew the Bidder's DIR Registration so that there is no lapse in the Bidder's DIR Registration while performing Work under the Contract.

4. The Bidder, if awarded the Contract for the Work will remain a DIR registered contractor for the entire duration of the Work.

5. The Bidder has independently verified that each Subcontractor identified in the Subcontractors List submitted with the Bid Proposal of the Bidder is currently a DIR registered contractor.

6. The Bidder has provided the DIR Registration Number for each subcontractor identified in the Bidder's Subcontractors' List or within twenty-four (24) hours of the opening of Bid Proposals for the Work, the Bidder will provide the District with the DIR Registration Number for each subcontractor identified in the Bidder's Subcontractors List.

7. The Bidder's solicitation of subcontractor bids included notice to prospective subcontractors that: (i) all sub-tier subcontractors must be DIR registered contractors at all times during performance of the Work; and (ii) prospective subcontractors may only solicit sub-bids from and contract with lower-tier subcontractors who are DIR registered contractors.

8. If any of the statements herein are false or omit material facts rendering a statement to be false or misleading, the Bidder's Bid Proposal is subject to rejection for non-responsiveness.

9. I have personal first hand-knowledge of all of the foregoing.

I declare under penalty of perjury under California law that the foregoing is true and correct.

Executed this ____ day of _____ 20__ at _____ (City and

State)

(Signature)

(Name, typed or printed)

SAN DIEGO COMMUNITY COLLEGE DISTRICT
PART VI: GENERAL CONSTRUCTION CONTRACT

This CONTRACT is made on _____ by and between the SAN DIEGO COMMUNITY COLLEGE DISTRICT (the "District"), and _____, ("The Contractor"), whose address is _____.

WITNESSETH:

That the parties have mutually covenanted and agreed, and by these presents do covenant and agree with each other, as follows:

1. The Contract Documents:

The complete Contract consists of the following documents, to wit:

Part I	Notice Inviting Bids (including Addenda Nos. _____)
Part II	Instructions to Bidders
Part III	Bid Form
Part IV	Site Visit Certification
Part V	Verification of Contractor and Subcontractor's DIR Registration
Part VI	General Construction Contract
Part VII	Bid Bond
Part VIII	Performance Bond
Part IX	Payment (Labor and Materials) Bond
Part X	Insurance Certificates
Part XI	General Conditions
Part XII	Special Conditions
Part XIII	Hazardous Materials Procedures and Requirements
Part XIV	Agreement and Release of Claims
Part XV	Workers Compensation Certification
Part XVI	Prevailing Wage Certification
Part XVII	Drug-Free Workplace Certification
Part XVIII	Smoke-Free Workplace Certification
Part XIX	Hazardous Materials Certification
Part XX	Lead Based Paint Certification
Part XXI	Imported Materials Certification
Part XXII	Sex Offender Registration Act Certification Guidelines
Part XXIII	Sex Offender Certification Form
Part XXIV	Sample Forms
Part XXV	W-9 Vendor Information Form
Part XXVI	Division 1, Plans & Technical Specifications

Any and all obligations of the District and the Contractor are fully set forth and described in the above listed documents.

All of the above documents are intended to be complementary so that any work called for in one and not mentioned in another or vice versa is to be executed the same as if mentioned in all of the documents. The documents comprising the complete Contract are sometimes collectively referred to as "the Contract Documents" or as this "Contract".

2. The Work:

The Contractor agrees to furnish all tools, apparatus, facilities, labor, material, tax, transportation equipment and services necessary to perform and complete, in a good and workmanlike manner, for the work of **Records Storage Shelving** as called for, and in the manner designated in, and in strict conformity with, the Contract Documents, including the Plans and Specifications provided by the District. It is understood and agreed that the tools, equipment, apparatus, facilities, labor, transportation, and material shall be furnished and the work performed and completed as required under the sole direction and control of the Contractor, subject to inspection and approval of the District or its representatives.

3. District's Representative:

The District hereby designates as its representative for this Contract the following:

Lance Lareau
Project Manager
Telephone Number: (619) 388-6824

4. Contract Price:

The District agrees to pay, and the Contractor agrees to accept, in full payment for the Work above agreed to be done, the sum of

_____ Dollars (\$ _____),
including an allowance in the amount of \$50,000, which will be used for unforeseen conditions. Any unused allowance amount will be credited to the District.

subject to additions and deductions as provided in the Contract Documents. This sum includes the base bid and accepted Alternate(s) numbered

_____. All other Alternate(s) have been rejected by the District and are excluded from this Contract.

5. Permits; Compliance with Law:

The Contractor shall, at its expense, obtain all necessary permits and licenses, easements, etc., for the construction of the project, give all necessary notices, pay all fees required by law, and comply with all laws, ordinances, rules and regulations relating to the Work and to the preservation of the public health and safety, except for the following permit and application fees that shall be paid by the District:

- A. Division of State Architect ("DSA") fees, and
- B. Storm Water Pollution Prevention Plan ("SWPPP") application fees payable to the State of California Water Resources Control Board ("SWRCB") for obtaining the Notice of Intent ("NOI"), when applicable.

6. Inspection by District:

The Contractor shall at all times maintain proper facilities and provide safe access for inspection by the District to all parts of the work and to the shops wherein the work is in preparation. Where the Specifications require work to be specially tested or approved, it shall not be tested or covered up without timely notice to the District of its readiness for inspection and without the approval or consent by the District. Should any such work be covered up without such notice, approval, or consent, then it must, if required by the District, be uncovered for examination at the Contractor's expense.

7. Time for Completion:

All work under this Contract shall be completed in accordance with PART XII: SPECIAL CONDITIONS Article 11 – Time of Completion, (the “Contract Time”) from the date specified in the District’s Notice to Proceed. Should the Contractor fail to complete this Contract, and the Work provided herein, within the time fixed for completion, due allowance being made for the contingencies provided for herein, the Contractor shall become liable to the District for all loss and damage that the District may suffer on account thereof. The Contractor shall coordinate its work with the Work of all other contractors. The District shall not be liable for delays resulting from Contractor’s failure to coordinate its Work with other contractors in a manner that will allow timely completion of Contractor’s Work. Contractor shall be liable for delays to other contractors caused by Contractor’s failure to coordinate its Work with the work of other contractors.

The time during which the Contract is delayed for cause, as specified in the General Conditions, may extend the time of completion for a reasonable time as the District may grant. This provision does not exclude the recovery of damages for delay by either party under other provisions in the Contract Documents.

8. Inspection and Testing of Materials:

The Contractor shall notify the District in a sufficient time in advance of the manufacture or production of materials to be supplied under this Contract, in order that the District may arrange for mill or factory inspection and testing of same.

9. Notices:

Any notice from one party to the other under the Contract shall be in writing and shall be dated and signed by the party giving such notice or by a duly authorized representative of such party. Any such notice shall not be effective for any purpose whatsoever unless served in the following manner:

- A. If the notice is given to the District, by personal delivery to the Director of Purchasing and Contract Services, San Diego Community College District, or by depositing the same in the United States mail, enclosed in a sealed envelope, addressed to the Director of Purchasing and Contract Services, San Diego Community College District, 3375 Camino del Rio South, Suite 270, San Diego, CA 92108, postage prepaid and certified; or
- B. If the notice is given to the Contractor, by personal delivery to the Contractor or to his duly authorized representative at the site of the project, or by depositing the same in the United States mail, enclosed in a sealed envelope, addressed to the Contractor at _____, postage prepaid and certified; or
- C. If the notice is given to the surety or any other person, by personal delivery to such surety or other person, or by depositing the same in the United States mail, enclosed in a sealed envelope, addressed to such surety or person, as the case may be, at the address of such surety or person last communicated by him to the party giving the notice, postage prepaid and certified.

10. Assignment of Contract:

Contractor shall not assign this Contract nor any part thereof including, without limitation, any services or money to become due hereunder without the prior written consent of the District. Assignment without District’s prior written consent shall be null and void. Any assignment of money due or to be come due under this Contract shall be subject to a prior stop notice lien for services rendered or material supplied for performance of work called for under this Contract in favor of all persons, firms, or corporations rendering services or supplying material to the extent that claims are filed pursuant to the Civil Code, Code of Civil Procedure, Government Code, Labor Code, and/or Public Contract Code, and shall also be subject to deductions for liquidated damages or withholding of payments as determined by District in accordance with this Contract.

Contractor shall not assign or transfer in any manner to a Subcontractor or supplier the right to prosecute or maintain an action against the District.

11. Contract Security:

The Contractor shall furnish a surety bond in an amount at least equal to one hundred percent (100%) of the contract price as security for the faithful performance of this Contract. The Contractor shall also furnish a separate payment bond in an amount of equal to one hundred percent (100%) of the contract price as security for the payment to any of the persons named in Section 3181 of the Civil Code, or amounts due under the Unemployment Insurance Code with respect to work or labor performed under the Contract, or for any amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of the Contractor and subcontractors pursuant to Section 13020 of the Unemployment Insurance Code with respect to such work and labor in connection with this Contract, and for the payment of a reasonable attorney's fee to be fixed by the court in case suit is brought upon the bond. The surety company or companies shall be admitted to issue bonds in the State of California, and the performance bonds surety shall be **AM Best rate A-/VII or better** by the current issue of the Best Rating Guide.

12. Insurance:

The Contractor shall not commence work under this Contract until it has obtained all insurance required under this Contract and such insurance has been approved by the District, nor shall the Contractor allow any subcontractor to commence work on his subcontract until all similar insurance required of the subcontractor has been so obtained and approved. The Contractor shall furnish the District with satisfactory proof of the carriage of insurance required, and there shall be a specific contractual liability endorsement extending the Contractor's coverage to include the contractual liability assumed by the Contractor pursuant to this Contract and, particularly, the indemnity provisions of Section 11 of the General Conditions.

- A. As required by Section 1860 of the Labor Code, it is hereby provided that, in accordance with the provisions of Section 3700 of the Labor Code, the Contractor and every subcontractor will be required to secure the payment of compensation to their employees.
- B. In signing this Contract the Contractor makes the following certification, required by Section 1861 of the Labor Code:

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

13. Payment of Prevailing Wages:

The Contractor shall observe and comply with all requirements set forth in the Labor Code, Sections 1770 et seq., governing prevailing wage rates and employment of apprentices, and Sections 1811-1815 governing hours of work, as more particularly described in Article 31 of the General Conditions.

14. Liquidated Damages:

The Contractor shall promptly begin the Work under the Contract on the date specified in the District's Notice to Proceed. It is crucial that the Project be completed within the Contract Time or liquidated damages will be assessed for delay. All portions of the Work shall be completed with necessary labor, equipment, procedures and overtime and shall be ready for full use by the District on, or prior to, the official completion date. The District may occupy or utilize areas upon completion of those portions of the Work.

If the Contractor fails to complete, within the time fixed for such completion, the Work, it shall become liable to the District for liquidated damages in the sum of **Five Hundred Dollars (\$500.00)** for each and every calendar day during which said work shall remain uncompleted beyond such time for completion or lawful extension thereof, which sum shall be presumed to be the amount of damage thereby sustained by the District, since it would be impracticable or extremely difficult to fix the actual damage; and the amount of liquidated damages may be deducted by the District from moneys due the Contractor hereunder, or its assigns and successors. In the event the assessed sum of liquidated damages exceeds the amounts otherwise due the Contractor or its assigns and successors at the time of completion, the Contractor and its sureties, shall be liable to the District for any such excess. It is hereby understood and agreed that the liquidated damage amount provided herein is not a penalty.

15. Prosecution Of Work:

If the Contractor should neglect to prosecute the Work properly or fail to perform any provisions of this contract, the District, may, pursuant to the General Conditions and without prejudice to any other remedy it may have, make good such deficiencies and may deduct the cost thereof from the payment then or thereafter due the Contractor.

16. Authority of Architect, Project Inspector, District Representative and DSA:

Contractor hereby acknowledges that the Architect(s), the Project Inspector(s), District Representative and the Division of the State Architect have authority to approve and/or stop Work if the Contractor's Work does not comply with the requirements of the Contract Documents, Title 24 of the California Code of Regulations, and all applicable laws. The Contractor shall be liable for any delay caused by its non-compliant Work.

17. Classification Of Contractor's License:

Contractor hereby acknowledges that it currently holds valid Class B Contractor's license(s) issued by the State of California, Contractor's State Licensing Board, in accordance with Division 3, Chapter 9, of the Business and Professions Code and in the classification called for in the Contract Documents.

18. Asbestos and Hazardous Substances:

Pursuant to Sections 25914 - 25914.3 of the California Health and Safety Code, if the Contractor encounters materials in the course of the work that it believes to be asbestos or a hazardous substance that has not been rendered harmless, then the Contractor should immediately cease work in the affected area and report the condition to the District's Representative in writing.

20. Antitrust Claims:

Contractor acknowledges that it is aware of the provisions of Section 7103.5(b) of the Public Contract Code of the State of California, which reads as follows:

"7103.5(b). In entering into a public works contract or a subcontract to supply goods, services, or materials pursuant to a public works contract, the contractor or subcontractor offers and agrees to assign to the awarding body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services, or materials pursuant to the public works contract or the subcontract. This assignment shall be made and become effective at the time the awarding body tenders final payment to the contractor, without further acknowledgment by the parties."

21. Washing Facilities at California Construction Sites:

As of February 5, 2003, employers in the California construction industry are required to provide washing facilities for employees for general sanitation. Section 1527 of the Construction Safety Orders previously required washing facilities only when construction employees worked with hazardous materials. Section 1527 has been amended to require washing facilities for construction employees as follows:

- A minimum of one washing station for each twenty employees or fraction thereof.
- The washing station must be located so that any time a toilet is used, the user can readily wash.

Waterless hand cleaners/sanitizers and moistened towelettes (baby wipes) may be used, but they are not a substitute for the required washing station. The washing station must provide soap and water and, in accordance with Title 8 Section 1524, non-potable water may not be used for washing.

22. Accident Prevention:

Caution shall be exercised at all times for the protection of persons (including employees) and property. The safety provisions of applicable laws, building and construction codes shall be observed. Machinery, equipment, and other hazards shall be guarded or eliminated in accordance with all applicable requirements of the California Division of Industrial Safety (“CalOSHA”) and/or of the United States Occupational Safety and Health Administration (“OSHA”).

23. Severability:

If any term, covenant, condition, or provision in any of the Contract Documents is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions in the Contract Documents shall remain in full force and effect and shall in no way be affected, impaired, or invalidated thereby.

IN WITNESS WHEREOF, two (2) identical counterparts of this Contract, each of which shall for all purposes be deemed an original, have been duly executed by the parties, effective the day and year first above written.

SAN DIEGO COMMUNITY COLLEGE DISTRICT

By: _____ Title: Director, Purchasing and Contract Services
Rochelle Lowe

“CONTRACTOR”

By: _____ Title: _____

SAN DIEGO COMMUNITY COLLEGE DISTRICT
PART VII: BID BOND

Bid Bond Number: _____

KNOW ALL MEN BY THESE PRESENTS, that the undersigned Contractor,

_____ as PRINCIPAL, and _____ as SURETY, are held and firmly bound unto San Diego Community College District, ("the District"), in the penal sum of _____ Dollars (\$_____), lawful money of the United States, for the payment of which sum well and truly to be made, The Principal and Surety bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT whereas the Principal has submitted the accompanying Bid for San Diego Community College District, San Diego, California, in accordance with the "Contract Documents and Specifications for the San Diego Community College District **High-Density Mobile Storage System**, RFB No. 20-07, San Diego, California."

NOW THEREFORE, if the Principal shall not withdraw said Bid within the period specified therein after the opening of the same, or, if no period specified, within forty-five (45) calendar days after the said opening and shall within the period so specified within seven (7) calendar days after the prescribed forms are presented to him for signature, enter into a written contract with the DISTRICT in accordance with the Bid as accepted, and give a Payment Bond and Performance Bond with good and sufficient surety or sureties, as may be required, for the faithful performance and proper fulfillment of such contract and comply with all conditions precedent to entering into a contract with District; or in the event of the withdrawal of said Bid within the period specified, or the failure to enter into such contract and give such bonds within the time specified, if the Principal shall pay the DISTRICT the difference (not to exceed the amount of this bond) between the amount specified in the Bid and such larger amount for which the District may in good faith contract with another party to procure the required work or supplies or both, if the latter amount be in excess of the former, then the above obligation shall be void and of no effect, otherwise to remain in full force and effect.

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

In Presence of:

Individual Principal _____(SEAL)

Business Address _____

Individual Principal _____(SEAL)

(Affix Corporate Seal)

Principal _____ 

By (Principal's Signature)

(Affix Corporate Seal)

Surety _____ 

By (Surety's Signature)

Name of California Agent of Surety

Address of California Agent of Surety

Telephone Number of California Agent of Surety

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

END OF DOCUMENT

SAN DIEGO COMMUNITY COLLEGE DISTRICT
PART VIII: PERFORMANCE BOND

Performance Bond Number: _____

KNOW ALL MEN BY THESE PRESENTS;

WHEREAS, SAN DIEGO COMMUNITY COLLEGE DISTRICT has awarded to

_____ herein described as the "Principal" a Contract for **High-Density Mobile Storage System, RFB No.20-07**, San Diego, California.

WHEREAS, the said Principal is required under the terms of said Contract to furnish a Bond for the faithful performance of said Contract.

NOW, THEREFORE, we, the Principal, and _____ as Surety, are held and firmly bound unto the SAN DIEGO COMMUNITY COLLEGE DISTRICT, hereinafter called "District", in the penal sum of _____ Dollars (\$_____), lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that if the above-bounded Principal, his or its 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 the said Contract, and any alteration made as therein provided, on his or its part, specified, and in all respects according to their true intent and meaning shall indemnify and save harmless San Diego Community College District, its officers and agents, as therein stipulated, then this obligation shall become null and void; otherwise, it shall be and remain in full force and effect.

And the said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract, or to the Specifications accompanying the same, shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract, or to the Specifications.

Whenever the Principal shall be, and declared by the District to be in default under the Contract, the District having performed the District's obligations thereunder, the Surety may promptly remedy the default, or shall promptly (1) complete the Contract in accordance with its terms and conditions or (2) obtain a bid or bids for completing the Contract in accordance with its terms and conditions, and upon determination by the Surety of the lowest responsible bidder or, if the District elects, upon determination made by the District and the Surety jointly of the lowest responsible bidder, arrange for a contract between such bidder and District, and make available as work progresses (even though there should be a default or a 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, but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth as the "penal sum" above. The term "balance of the contract price", as used in this paragraph, shall mean the total amount payable by the District to the Principal under the Contract and any amendments thereto, less the amount properly paid by the District to the Principal.

Any suit under this bond must be instituted before the expiration of two (2) years from the date on which final payment under the Contract falls due. No right of action shall accrue on this bond to or for the

use of any person or corporation other than the District named herein or the heirs, executors, administrators or successors of the District.

SIGNED AND SEALED THIS _____ day of _____, 20__

By _____
PRINCIPAL

SURETY

BY _____
ATTORNEY-IN-FACT

(Power of Attorney for person signing for Surety Company, or a certified copy thereof, must be attached. Signatures of person or persons executing for the Surety must be acknowledged. The Principal's signature must also be acknowledged.)

END OF DOCUMENT

SAN DIEGO COMMUNITY COLLEGE DISTRICT
PART IX: PAYMENT (LABOR AND MATERIALS) BOND

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, SAN DIEGO COMMUNITY COLLEGE DISTRICT has awarded to _____ as Principal, hereinafter described as the "Contractor", a Contract for **High-Density Mobile Storage System, RFB No.20-07**, San Diego, California as more particularly appears in said Contract documents and Specifications adopted therefore; and

WHEREAS, said Contractor is required by the provisions of said Contract Documents and Specifications and by California Civil Code Section 9550 et. seq. to furnish a payment bond in connection with said Contract, as hereinafter set forth.

NOW, THEREFORE, we the undersigned Surety, a corporation, authorized to transact a surety business in the State of California, and the Contractor are held and firmly bound unto San Diego Community College District, hereinafter referred to as the "DISTRICT", in the sum _____ Dollars (\$_____), to be paid to the DISTRICT or its certain Attorney, its successors and assigns, for which payment 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 Contractor, his or its heirs, executors, administrators, successors, or assigns, or subcontractors, shall fail to pay to the persons mentioned in Section 3110, 3111 and 3112 of the Civil Code of the State of California, or to persons furnishing materials, or other supplies used in, upon, for or about the performance of the work contracted to be done, or for any work or labor therein of any kind, or for amounts required to be deducted withheld, and paid over to the Franchise Tax Board from the wages of employees of the Contractor and his subcontractors pursuant to Section 18806 of the Revenue and Taxation Code of the State of California, with respect to such work and labor, the Surety hereon will pay for the same in an amount not exceeding the sum specified in this bond, otherwise the above obligation shall be void. In case suit is brought upon this bond, the said Surety will pay a reasonable attorney's fee to be fixed by the court.

This bond shall insure to the benefit of any person named in Section 3181 of the Civil Code of the State of California so as to give a right of action to such persons or their assigns in any suit brought upon this bond.

No prepayment or delay in payment and no change, extension, addition, or alteration of any provision of said Contract or in the specifications agreed to between the Contract and the District, and no forbearance on the part of the District, shall operate to relieve any surety from liability on this bond, consent to make such alterations without further notice to or consent by any such surety is hereby given, and said surety hereby waives the provisions of Section 2819 of the Civil Code of the State of California.

SIGNED AND SEALED this _____ day of _____, 20__

_____ By _____

PRINCIPAL ("Contractor")

SURETY

_____ BY _____

ATTORNEY-AT-FACT

(Power of Attorney for person signing for Surety Company, or a certified copy thereof, must be attached. Signatures of person or persons executing for the Surety must be acknowledged. The Principal's signature must also be acknowledged.)

END OF DOCUMENT

SAN DIEGO COMMUNITY COLLEGE DISTRICT
PART X: INSURANCE CERTIFICATES

(COPIES OF INSURANCE CERTIFICATES ARE ATTACHED HERE BEFORE CONTRACT SIGNING)

END OF DOCUMENT

SAN DIEGO COMMUNITY COLLEGE DISTRICT
PART XI
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SAN DIEGO COMMUNITY COLLEGE DISTRICT**PART XI: GENERAL CONDITIONS****1. Principles**

- A.** The Contract Documents consist of the San Diego Community College District General Construction Contract, the Bid Proposal, the General Conditions, the Special Conditions, Division 1, General Requirements, the Notice Inviting Bids, and the Drawings and Specifications, including all modifications thereof incorporated in the documents before their execution.
- B.** The District, the Contractor, the Architect/Engineer (“A/E”) and Construction Manager (“CM”) are those persons or entities named as such in the Contract Documents. They are treated throughout the Contract Documents as if each were a singular number and masculine gender.
- C.** Written notice shall be given in the form of letter correspondence and shall be deemed to have been served if delivered to the individual or to a member of the firm or to an officer of the corporation for whom it is intended, or, if delivered to or sent by registered or certified mail to the last address known to him who gives the notice or by facsimile. Written notations on documents such as Daily reports will not suffice as Notice.

2. Definitions

Whenever the following terms, pronouns in place of them, or initials of organizations appear in the Contract Documents, they shall have the following meaning:

Acceptance - "Acceptance" is when the District determines all of the Contract requirements have been completed (based on the closeout procedures set forth herein). A copy of District acceptance will be sent to the Contractor. Upon receipt of the acceptance, the Contractor will be relieved of the duty of maintaining and protecting the work. After acceptance of the work, the District will initiate final settlement and payment in accordance with state statutes.

Act of God - "Act of God" means an earthquake of magnitude 3.5 or greater on the Richter scale, flood, tornado, or other cataclysmic phenomenon of nature or rain, snowstorm, windstorm, high water, or other natural phenomenon in excess of the norm as established by the National Oceanic and Atmospheric Administration (“NOAA”) weather data.

Addendum - A document issued by the District during the bidding period, which modifies, supersedes, or supplements the original Contract Documents.

AED - Association Equipment Distributors. Organization provides a listing of equipment rental charges.

Agreement - The written document of Agreement, executed by the District and the Contractor commonly known as the Contract.

Architect/Engineer (“A/E”) - Shall mean the A/E, individual, partnership, corporation, association, joint venture or any combination thereof, employed by the District as designated on the title sheet of these Specifications.

Beneficial Occupancy - The right of the District to occupy all or any portion of the Project prior to final completion of the work. Such occupancy does not constitute acceptance by the District, or completion of the work, or any portion thereof, nor will it relieve the Contractor of the responsibility for correcting the defective work or materials found at any time before acceptance of the work.

Bid - The offer of the bidder to perform the work when made out and submitted on the prescribed bid form, properly executed and guaranteed with a bid bond.

Bid Form - The approved form upon which the District requires a formal bid be prepared and submitted for the work.

Bidder - Any individual, partnership, corporation, association, joint venture, or any combination thereof, which has submitted a proposal for the work, acting directly, or through a duly authorized representative.

Board or Board of Trustees - The term "Owner", "OWNER", "District", or "DISTRICT", where used herein, shall mean the Board of Trustees of San Diego Community College District. The duly elected or appointed officials, who constitute such a Board, have the ultimate legal authority in all matters pertaining to the Contract.

Change Request Bulletin - A "bulletin" is a document consisting of supplemental details, instruction or information, issued by the A/E through the District after the Award of Contract, which clarifies, corrects or modifies the Contract Documents in connection with the performance of the Contract. Change Request Bulletins will be issued via the District's Request for Information procedures.

Change or Change Orders - Is a document issued by the District that authorizes any change or equitable adjustment to the Contract Documents in accordance with the Changes Clause of this Contract.

Construction Change Directive - A written order prepared and issued by the District, and/or the Architect and signed by the District and the Architect, directing a change in the Work.

Construction Manager - "Construction Manager" or "District's Representative" as used under this Contract, shall be as selected by the District. The Construction Manager will be the District's duly authorized representative and agent to the Contractor with respect to this Project during construction and until the final completion.

Contract - The "Contract" or "Contract Documents" shall mean the written Agreement covering the performance of the work and the furnishing of labor, materials, tools and equipment in the construction of the work. The Contract shall include the Notice to Contractors, supplemental conditions, proposal, drawings, specifications, special provisions, instructions to bidders, addenda, General Conditions and Contract bonds; also, any and all supplemental agreements are written agreements covering alterations, amendments, bulletins or extensions to the Contract and include Contract Change Orders.

Contract Drawings - "Contract Drawings" or "Drawings" means and includes (a) all drawings that have been prepared on behalf of the District and are included in the Contract Documents and all modifying drawings issued by addenda thereto; (b) all drawings submitted pursuant to the terms of the Contract by the Contractor with its proposal to the District during the progress of the work which are accepted by the District and (c) all drawings submitted by the District to the Contractor during the progress of the work.

Contract Price - The total monies payable to the Contractor under the terms and conditions of the Contract Documents.

Contract Time - The time period stated in the Agreement for the completion of the Work.

Contractor - "Contractor" means the prime or principal Contractor, including all Joint Ventures, subcontractors, equipment, or material suppliers and their employees. References to subcontractor or others are only for convenience and all such references shall be considered to refer to the Contractor. The prime or principal Contractor shall be responsible for all subcontractors, and all

subcontractors shall require their subcontractors to comply with the relevant provisions of the prime or principal Contract.

Critical Path Method (“CPM”) - "Critical Path Method" is a schedule technique.

Day – Unless specifically noted otherwise, "Day" means calendar day and shall include every day including Saturdays, Sundays and legal holidays.

Directed - "Directed," "designated," "permitted," "required," "accepted" and words of like import, wherever and in whatever manner used, with or without reference to the District, means as directed, designated, permitted, required and accepted by the District.

Division of the State Architect (“DSA”) – Provides design and construction oversight for K-12 schools, community colleges, and various other state-owned and leased facilities. DSA reviews construction projects under its jurisdiction for Title 24 compliance.

Field Instruction - Written order and/or direction issued by the District during the course of the work.

Final Completion - "Final Completion" is that point in the Contract, as determined by the District through final inspection, that the Contractor has completed all Work in accordance with the Contract Documents and that the District is able to fully utilize the facility for its intended purpose. All systems shall be 100% complete, tested and fully functional. The District will file a Notice of Completion upon its determination that the Contractor has achieved Final Completion.

Fragnet - A fragnet is a portion of the project schedule, or fragmented network, used to evaluate the impact of an event on the CPM baseline schedule that relates to the specific delay.

General Notes - The written instructions, provisions, conditions, or other requirements appearing on the drawings and so identified thereon, which pertain to the performance of the work.

Herein - "Herein," "hereinafter" and words of similar import shall refer to the Contract Documents.

Install - "Install," wherever and in whatever manner used, shall mean the installation complete in place of any item or equipment or material.

Liquidated Damages - The amount prescribed in the Contract to be paid to the District or to be deducted from any payments due or to become due the Contractor for each day's delay in completing the whole or any specified portion of the work beyond the time allowed in the Contract plus approved time extensions.

Material or Materials - "Materials(s)" shall be construed to include machinery, equipment, manufactured articles, materials, or construction such as form work, fasteners, etc. and any other classes of material to be furnished in connection with the Contract, except where a more limited meaning is indicated by the context.

May - "May," wherever and in whatever manner used, is permissive.

Modification to the Contract - See Change Orders above.

NOAA - National Oceanic and Atmospheric Administration (U.S. Government Agency).

Notice to Bidders - The public advertisement inviting sealed bids for the work.

Notice to Proceed (“NTP”) - The "Notice to Proceed" is the written notification giving the Contractor notice to commence with the work as defined in the Contract Documents. The day following receipt of the Notice to Proceed will constitute the first calendar day of the specified duration to bring the work to Completion as determined by the District (unless specified otherwise).

Owner/District - San Diego Community College District.

Plans - The official drawings including plans, elevations, sections, detail drawings, diagrams, general notes, information and schedules thereon, or exact reproductions thereof, adopted and approved by the District showing the location, character, dimension and details of the work. The term "Plans and Specifications", where used herein, shall mean and include all Specifications and provisions of any kind, whether general, detailed or otherwise, relating to the labor, equipment, material or work in the installation thereof and the plans and drawings, if any, accompanying same which are made a part thereof.

Project Inspectors - Project Inspectors are part of the DSA Construction Oversight Process. DSA certifies and approves inspectors for specific projects. They are hired by the District. Project Inspectors are responsible for continuous inspection of all aspects of construction and for monitoring work done by special or assistant inspectors.

Provide - "Provide," wherever and in whatever manner used, shall be understood to mean provide complete in place that is, furnish and install.

Request for Information ("RFI") - The form and procedure established for communication between the Contractor and District/A/E to clarify or interpret the Contract Documents or discover conflicts, omissions, or errors in these documents.

Shall or Will - "Shall" or "Will," whenever used to stipulate anything is mandatory, means shall or will be done or be performed by either the Contractor or the District and means that the Contractor or the District has thereby entered into a covenant with the other party to do or perform the same.

Shown - "Shown," "indicated," "detailed" and words of like import, wherever and in whatever manner used, with or without reference to the drawings, means shown, indicated, or detailed on the drawings and/or other Contract Documents.

Singular - "Singular" words include the plural and vice versa.

Specialist- The term "Specialist" as used in the Contract Specification shall mean an individual or firm of established reputation (or, if newly organized, whose personnel have previously established a reputation in the same field), which is regularly engaged in and which maintains a regular work force of workmen skilled in either (as applicable) manufacturing or fabricating items required by the Contract, installing items required by the Contract, or otherwise performing work required by the Contract. Where the Contract Specifications require installation by a specialist, that term shall also be deemed to mean either the manufacturer of the item, an individual or firm licensed by the manufacturer, or an individual or firm who will perform the work under the manufacturer's direct supervision.

Specifications - "Specifications" means and includes:

- A. All Specifications, which have been prepared on behalf of the District and are included in the Contract Documents and all modifications issued by Addenda thereto;
- B. All Specifications or descriptive literature submitted pursuant to the terms of the Contract by the Contractor with his/her proposal of the work which are accepted by the District and;
- C. All Specifications submitted by the District to the Contractor during the progress of the work.

Specified - "Specified," "described," or "noted," wherever and in whatever manner used, means as specified, described, shown or noted in the Contract Documents.

Subcontractor - An individual, partnership, corporation, association, joint venture, or any combination thereof, who Contracts at any tier with the Contractor (or subcontractor) to perform work or labor or render service in or about the work. The term subcontractors shall not include

those who supply materials only, except if the firm is related to a subcontractor as part of a larger holding company or subdivision.

Submittals - The term "Submittals" shall include shop drawings, calculations, samples, schedules, procedures, manufacturer's brochures, pamphlets catalog cuts, color charts, or other descriptive data, clearly defining the article, material, equipment, or device proposed for use in the work. The shop drawings are the drawings and diagrams showing details of fabrication and erection, which the Contractor is required to submit to the A/E through the District's Authorized Representative.

Submitted - "Submitted," wherever and in whatever manner used, means submitted to the District for review or acceptance.

Sufficient - "Sufficient," "necessary," "proper," "acceptable," "satisfactory," "desirable" and words of like import wherever and in whatever manner used, with or without reference to the District, means sufficient, necessary, proper, acceptable, satisfactory and desirable in the judgment of the District.

Superintendent - The representative of the Contractor as approved by the District who shall be present at the work site at all times during performance of the work. Such Superintendent shall at all times be fully authorized to receive and act upon instructions from the District's authorized agents and to execute and direct the work on behalf of the Contractor.

Supplier - "Supplier" shall mean an individual, partnership, firm, or corporation, or legally constituted Joint Venture entering into an agreement with the District, Contractor or subcontractor for furnishing a portion of the work which requires no labor at the job site, other than common carriers.

Weather Day – A regularly scheduled workday when adverse weather prevents work on critical activities for more than fifty percent (50%) of the workday, (ref. Special Conditions for additional criteria).

Work - The furnishing and installing of all labor materials, articles, supplies and equipment as specified, designated, or required by the Contract.

Work Authorization - Written order and/or direction issued by the District during the course of the work authorizing, and instructing, the Contractor to proceed with extra work.

3. Executions, Correlation and Intent of Documents

A. Form of Bids:

All bids may be legibly printed with ink or typewritten, on the District's form. If they are typewritten, the dollar amount(s) and the list of Subcontractors may be handwritten in ink, provided that the handwriting is legible. One **(1) original Bid Form shall be submitted**. No erasures are permitted. Mistakes may be crossed out and corrections typed or written in adjacently and must be initialed in ink by the person signing the Bid. All bids must be signed with the firm name and by a responsible owner, partner or officer. Obligations assumed by such signature must be fulfilled. Bids should be verified before submissions and cannot be withdrawn or corrected after being opened. The District will not be responsible for errors or omissions on the part of the bidders in making up their Bids. Relief for errors in Bids is controlled by Sections 5100-5108 of the Public Contract Code.

B. Bid Estimates:

Bidders must satisfy themselves of the accuracy of the estimated quantities in the Bid Schedule by examination of the site and a review of the drawings and specifications, including Addenda. After Bids have been submitted, the Bidder shall not assert that there

was a misunderstanding concerning the quantities of work or of the nature of the work to be done.

C. Rejections, Informalities, and Irregularities:

The Board of Trustees reserves the right to reject any or all Bids and further reserves the right to waive any informalities or irregularities in the Bids. Bids shall be contained in a sealed, envelope with the **bidder's** return address in the upper left-hand corner, addressed to the District as follows:

**San Diego Community College District
Kellie Silva, Buyer, Purchasing and Contract Services
3375 Camino del Rio South, Suite 270
San Diego, CA 92108**

All Bids must be sealed, and marked with name and address of the Bidder **and with the following notation in the lower left-hand corner:**

**Sealed Bid RFB No: 20-07
For: Record Storage Shelving
Bid Opening: May 8, 2020 - Bids must be received before 2:00:00 p.m.**

D. Equal Opportunity Employment:

Each Contractor in submitting his proposal shall state that his firm is an Equal Opportunity Employer and is in compliance with the Civil Rights Act of 1964, the California Fair Employment Practices Act, and all other applicable Federal and State laws and regulations relating to equal opportunity employment, including Executive Order No. 11246 of September 24, 1965.

E. Form of Contract:

The form of contract, which the successful bidder will be required to execute, if awarded the work, is the San Diego Community College District General Construction Contract, contained in Part III of the Contract Documents.

The Contract Documents shall be signed in three (3) original counterparts by the District and the Contractor.

The Contract Documents are complementary, and what is called for by one shall be as binding as if called for by all. The intention of the documents is to include all labor and materials reasonably necessary for the proper execution of the work. Materials or work described in words, which so applied have a well-known technical or trade meaning, shall be deemed to refer to such recognized standards.

F. Copies Furnished:

Unless otherwise provided in the Contract Documents, the District will furnish to the Contractor, free of charge, one reproducible set of Drawings and Specifications for the execution of the work. In some instances, the District may be able to provide additional copies, if any extra copies become available.

G. Interpretation of Drawings and Documents:

Should the Contractor discover any conflicts, omissions, or errors in the contract or have any question concerning interpretation or clarification of the contract, the Contractor shall request in writing, interpretation, clarification, or additional detailed instructions, before proceeding with the work affected. The written request shall be given to the District's Representative.

The District Representative will forward the request to the A/E for review. The A/E shall, within a reasonable time, issue in writing the interpretation, clarification, or additional detailed instructions requested. Should the Contractor proceed with the work affected before receipt of the interpretation, clarification, or instructions from the A/E, the Contractor shall replace or adjust any work not in conformance therewith and shall be responsible for any resultant damage or added cost. Should any interpretation, clarification, or additional detailed instructions, in the opinion of the Contractor, constitute work beyond the scope of the contract, the Contractor must submit written notice thereof to the District's Representative within seven calendar days following receipt of such interpretation, clarification, or additional detailed instructions and in any event prior to commencement of work thereon. Within seven calendar days after the Contractor issues its written notice, the Contractor shall submit an explanation of how the interpretation, clarification, or additional detailed instruction constitutes work beyond the scope of the contract, along with a detailed cost breakdown and an explanation of any delay impacts. The A/E shall consider such notice and make a recommendation to the District. If, in the judgment of the District, the notice is justified, the interpretation, clarification or additional detailed instructions shall either be revised or the extra work authorized by contract change order or by field instruction with a change order to follow. If the District decides that the claim is not justified, the District shall give the Contractor a written order that the claim is not justified and direct the Contractor to perform such work. The Contractor must proceed with the work upon receipt from the District of a written order to do so, in accordance with the A/E's interpretation of the contract requirements, but within seven days of receipt of the order, the Contractor must notify the A/E and the District, by letter, that it protests the decision. The Contractor shall have the right to have this claim later determined by a Claims Review Board pursuant to this contract (see Article 19-a). When performing disputed work, the Contractor shall prepare time and materials records for each day, and the Project Inspector shall verify these records at the conclusion of each day. The Contractor shall have no claim for additional compensation because of such interpretation, clarification, or additional detailed instruction, unless he gives written notice to the District's Representative within seven calendar days as specified above.

H. Checking of Drawings and Dimensions:

The Bidder shall check all Drawings furnished him immediately upon their receipt and shall promptly notify the A/E of any discrepancies. The Contractor shall compare all Drawings and verify the figures before layout of the work and will be responsible for any errors that might have been avoided thereby.

I. Conflicts, Omissions, Misdescription, Misinformation:

The Contractor shall keep at the site of the work a copy of the Drawings and Specifications and afford access to them to the A/E at all times. Anything mentioned in the Specifications and not shown on the Drawings or shown on the Drawings and not mentioned in the Specifications shall be of like effect as if shown or mentioned in both. In case of discrepancy between the Drawings and Specifications; and/or between different Project Drawings; and/or between different Section of the Specifications; and/or between the General Conditions and any of the above documents, the Contractor shall bid the more elaborate, more stringent, or more expensive of the items shown, or the conditions described, and include these costs within its Base Bid Price. Omissions from the Drawings and Specifications or the misdescription of details of work that are evidently necessary to carry out the intent of the Drawings and Specifications, or which are customarily performed, shall not relieve the Contractor from performing such work and/or details of work, but they shall be performed as if fully and correctly set forth and described in the Drawings and Specifications.

In cases of discrepancy concerning dimension, quantity, and location, the Drawings shall take precedence over the Specifications. Explanatory notes on the Drawings shall take precedence over conflicting drawn indications. Large-scale details shall take precedence over smaller scale details and figured dimensions shall take precedence over scaled

measurement. In cases of discrepancy concerning quality and application of materials and non-technical requirements over materials, the Specifications shall take precedence over the Drawings.

J. As-Built Documents:

The Contractor shall make As-Built notations on the Plans and Specifications provided by the A/E, thereby providing the accurate information to be used in the preparation of permanent As-Built drawings. For this purpose, the Contractor shall record on one set of contract drawings all changes from the installation originally indicated, and record final changes both horizontally and vertically as measured from adjacent permanent structures and/or features. The Contractor must submit the final As-Built drawings to the District in paper format as well as in Digital PDF format.

K. Ownership of Drawings and Specifications:

All Drawings and Specifications remain the property of the District and shall be returned to the office of the Director of Facilities Management upon completion of the work.

L. No Waiver:

The failure of District in any one or more instances to insist upon strict performance of any of the terms of this Contract or to exercise any option herein conferred shall not be construed as a waiver or relinquishment to any extent of the right to assert or rely upon any such terms or option on any future occasion. No action or failure to act by the District, A/E, or its or their representatives shall constitute a waiver of any right or duty afforded the District under the Contract, nor shall any action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

4. Subcontracts

Pursuant to provisions of Sections 4100 to 4114, inclusive, of the Public Contract Code of the State of California, the Contractor shall not without the prior consent of the District, either:

- A.** Substitute any persons as subcontractors in place of the subcontractors designated in his original Bid. The District's consent can only be given in cases permitted by Public Contract Code section 4107.
- B.** Permit any subcontractor to be assigned or transferred or allow any work to be performed by anyone other than the original subcontractor listed in his Bid.
- C.** Other than in the performance of change orders, sublet or subcontract any portion of the work in excess of one half of one percent of his Bid to which his original Bid did not designate a subcontractor. Should the contractor violate any of the provisions of Sections 4100 and 4114 inclusive, of the Public Contract Code, his so doing shall be deemed a violation of this Contract, and the District may cancel the Contract or may assess the Contractor a penalty in an amount not more than ten percent (10%) of the amount of the subcontract involved, or the District both may cancel the Contract and assess the penalty.

5. Status of the A/E

The work shall be subject at all times to the inspection of the A/E and of his authorized assistants. The A/E may amend or correct any errors or omissions in the Drawings and Specifications when such amendments or corrections are necessary to make definite the intent indicated by a reasonable interpretation of the Contract Documents. When any material not conforming to the requirements of Drawings and Specifications has been delivered upon the project or incorporated in the work, or any work performed is of inferior quality, such material or work shall be considered as defective and shall be removed and renewed or made satisfactory, as directed by the A/E.

6. District's Representative

The District appoints as its representative:

Construction Manager:

Lance Lareau
Project Manager
Telephone Number: (916) 679-2000

7. Workmanship and Materials

Unless otherwise specifically provided for in the Specifications, all workmanship, equipment, materials, and articles incorporated in the work covered by this Contract are to be of the most suitable grade of their respective kinds for the purpose. When required by the Specifications, or by the A/E, the Contractor shall furnish the A/E, for approval, full information concerning the materials or articles that it contemplates incorporating in the work. Samples of materials shall be submitted for approval when so directed. Materials and articles installed or used without such approval shall be at the risk of subsequent rejection.

8. Permits and Licenses

Permits and licenses of a temporary nature necessary for the prosecution of the work shall be secured and paid for by the Contractor. The Contractor shall give all notices and comply with all laws, ordinances, rules, and regulations bearing on the conduct of the Work.

9. Royalties and Patents

It is understood that all fees or royalties for any patented invention, article, or arrangement in any manner connected with the work was included in the Contractor's Bid, and the Contractor shall protect and hold the District harmless and defend against any and all demands or claims for such fees or royalties, whether or not such demands or claims are filed during the construction of the work or after completion of the work.

10. Responsibility for Damage

The District, Project Inspector, District Representative or the A/E shall not be answerable or accountable in any manner for any loss or damage that may happen to the work or any part thereof; or for any materials or equipment used in performing the work; or for injury or damage to any person or persons, either workmen or the public; for damage to adjoining property from any cause whatsoever during the progress of the work or at any time before final acceptance.

11. Indemnity

The Contractor shall indemnify, defend with legal counsel reasonably acceptable to the District, keep and hold harmless the District and its consultants, the Architect and its consultants, the District Representative and its consultants, separate contractors, and their respective board members, officers, representatives, contractors, agents, and employees, in both individual and official capacities ("Indemnitees"), against all suits, claims, damages, losses, and expenses, including but not limited to attorney's fees, caused by, arising out of, resulting from, or incidental to, the performance of the Work under this Contract by the Contractor or its Subcontractors to the full extent allowed by the laws of the State of California, and not to any extent that would render

these provisions void or unenforceable, including, without limitation, any such suit, claim, damage, loss, or expense attributable to, without limitation, bodily injury, sickness, disease, death, alleged patent violation or copyright infringement, or to injury to or destruction of tangible property (including damage to the Work itself) including the loss of use resulting therefrom, except to the extent caused wholly by the sole negligence or willful misconduct of the Indemnitees. This agreement and obligation of the Contractor shall not be construed to negate, abridge, or otherwise reduce any right or obligation of indemnity that would otherwise exist as to any party or person described herein. This indemnification, defense, and hold harmless obligation includes any failure or alleged failure by Contractor to comply with any provision of law or the Contract Documents, including, without limitation, any stop notice actions, or liens by the California Department of Labor Standards Enforcement.

The Contractor shall give prompt notice to the District in the event of any injury (including death), loss, or damage included herein. Without limitation of the provisions herein, if the Contractor's agreement to indemnify, defend, and hold harmless the Indemnitees as provided herein against liability for damage arising out of bodily injury to persons or damage to property caused by or resulting from the negligence of any of the Indemnitees shall to any extent be or be determined to be void or unenforceable, it is the intention of the parties that these circumstances shall not otherwise affect the validity or enforceability of the Contractor's agreement to indemnify, defend, and hold harmless the rest of the Indemnitees, as provided herein, and in the case of any such suits, claims, damages, losses, or expenses caused in part by the default, negligence, or act or omission of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, and in part by any of the Indemnitees, the Contractor shall be and remain fully liable on its agreements and obligations herein to the full extent permitted by law.

In any and all claims against any of the Indemnitees by any employee of the Contractor, any Subcontractor anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the Contractor's indemnification obligation herein shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the Contractor or any Subcontractor under workers' compensation acts, disability benefit acts, or other employee benefit acts.

12. Contractor's Responsibility for Work

Except as provided above, until the formal acceptance of the work by the District, the Contractor shall have the charge and care of the work against the action of the elements or from any other cause, whether arising from the execution or from the non-execution of the work. The Contractor shall rebuild, repair, restore, and make good all injuries or damages to any portion of the work occasioned by any of the above causes before final acceptance and shall bear the expense thereof, except such injuries or damages occasioned by acts of the federal government or public enemy or by an "Act of God" as that term is defined in Public Contract Code section 7105.

13. Use of Completed Work

The District shall have the right to take possession of and use any completed portion of the work; however, taking possession and use shall not be deemed an acceptance of any work or completion in accordance with the Contract Documents nor shall it relieve the Contractor from the obligation to insure the work. If such prior use increases the cost of or delays the work, the Contractor shall notify the District within seven (7) days and submit detailed cost and/or time backup in accordance with Article 18, Extra Work.

14. District's Right to do Work

The District reserves the right to let other contracts in connection with this work. Nothing in the Specifications or Contract shall prohibit the District's right to do work, and the Contractor shall cooperate with and permit tradesmen to perform work covered by other contracts.

The Contractor shall be responsible for work and for persons or entities engaged in work, including installation of District furnished equipment and providers of services. Contractor shall give personal attention to fulfillment of the contract and shall keep work under control. District's Representative will not mediate disputes between Contractor's Subcontractors and any other entities concerning responsibility for performance of work.

15. **Site Examination and Conditions** (Necessity for Careful Examination of Site, Plans, and Specifications)

A. Generally:

The bidder shall carefully examine the site and the plans and specifications for the project and shall investigate and be satisfied as to the conditions to be encountered, the character and quantity of surface and subsurface materials or obstacles to be encountered, rights of way and easements at or near the site, the work to be performed, and materials to be furnished and as to the requirements of the proposal, plans, and specifications for the project. Any failure by the bidder to acquaint itself with information that is available or with reasonable investigation may be available will not relieve it from responsibility to properly estimate the difficulty or cost to perform the work. Such examination does not require independent underground soils borings unless required elsewhere.

B. Subsurface Investigations:

Where the District has made investigations of subsurface conditions, and that information is made available to the bidder, such information is limited in scope to that which has been actually encountered in the investigations, shall not be part of this Contract, and is included only for the convenience of the bidder. The District assumes no responsibility whatsoever in respect to the sufficiency or accuracy of borings or of the log of test borings or other preliminary investigations or any interpretation of the above. There is no guarantee or warranty, either expressed or implied, that the conditions indicated are representative of those that exist throughout the site or that unforeseen conditions or developments may not occur. Making such information available to the bidder is not to be construed in any way as a waiver of this provision. The bidder must satisfy itself through its own investigations as to the actual conditions to be encountered.

C. Differing Site Condition:

During the progress of the work, if a subsurface or latent condition is encountered at the site that is substantially different from those indicated in the contract documents or made available for examination, the Contractor shall immediately notify the District in writing of such condition. If the A/E, in the exercise of reasonable discretion determines that a differing site condition exists and that the differing site condition directly results in extra work, and if the District concurs, the Contractor may be entitled to a change order to compensate the Contractor for the extra work.

16. **Material List and Substitutions**

A. Materials shall be new and of quality equal to that specified. When not particularly specified, materials shall be the best of their class or kind. The Contractor shall, if required, submit satisfactory evidence as to the kind and quality of material.

B. Pursuant to Section 3400 of the Public Contract Code, whenever in the working details or specifications any material or process is indicated or specified by patent or proprietary name or by name of manufacturers, such specifications are used for the purpose of facilitating the description of the materials or processes desired and are in no way intended to restrict bidding. Such specifications shall be deemed to be followed by the words "or equal", and the Contractor may offer any material or process whatever which shall be equal in every respect

- to that indicated or specified, provided, however, that if the material, process or article offered by the Contractor is deemed not to be equal in every respect to that specified by the District, at the District's discretion, then the Contractor must furnish the material or article specified, or one that in the opinion of the District is the equal thereof in every respect. The burden of persuasion of the equality to the satisfaction of the District shall be solely upon the Contractor. Requests for substitutions shall be submitted in ample time for investigation as to avoid delay, and in no event will the time for completion of the project be extended on account of any request for a substitution. Requests for substitution shall be submitted to the District's representative and will be considered only when offered by the Contractor. Part 1, Notice to Bidders, identifies the items which the District has found and determined shall be used on this Project for the purposes indicated. (Public Contract Code section 3400(b)). Substitutions or "or equal" materials will not be considered for these items.
- C. Prior to commencement of work, and within 15 calendar days after the Notice to Proceed is issued by the District, the Contractor shall submit to the District Representative, for approval, five (5) identical copies of the complete list of equipment and materials to be furnished, including all substitutions. Partial or incomplete lists of materials will not be considered. No substitutions will be considered thereafter. Only one (1) request for substitution will be considered on each item of material or equipment.
 - D. If the Contractor desires to make a substitution, he shall submit complete information or catalog data to show the equipment or material equality that is offered to that specified. No substitutions will be allowed unless requested and approved in writing. Materials of equal merit and appearance in the opinion of the A/E will be approved for use. The A/E reserves the right to require the originally specified item.
 - E. Installation of an approved substitution is the Contractor's responsibility. Any changes required for installation of approved substituted equipment or materials must be made without additional cost to the District.
 - F. The Contractor shall submit to the A/E for approval, within a reasonable time after award of Contract and in ample time to avoid delay in construction, shop drawings or submittals of all items of equipment and materials covered in list mentioned above. Shop drawings and submittals shall be submitted in as many copies as the Contractor requires for his use, plus six (5) additional copies for District, Project Inspector, A/E and Consultant, in complete packages. Partial lists of submittals will not be considered.
 - G. All materials shall be delivered so as to insure a speedy and uninterrupted progress of the work and shall be stored so as to cause no obstruction and so as to prevent overloading of any portion of the structure or work site. Materials must be stored in accordance with the Manufacturers written recommendations. The Contractor shall be entirely responsible for damage or loss by weather, theft, vandalism, or other cause.

17. Fees, Permits and Utility Services

The Contractor shall, at the Contractor's expense, obtain all necessary permits and licenses necessary for the prosecution of the work, arrange for required inspections, and secure approvals from authorities having jurisdiction over the work, all in a timely manner such to cause no delay in the completion of the Work. The Contractor shall give all necessary notices, pay all fees required by law, and otherwise comply with all laws, ordinances, rules and regulations bearing on the conduct of the work as specified and as necessary to maintain the safe condition of the work site, except that the District shall pay DSA fees and Application fee from the State of California Water Resources Control Board ("SWRCB") for Storm Water Pollution Prevention Plan ("SWPPP") Notice of Intent ("NOI").

18. Extra Work

Change Orders

A. Generally.

1. A Change Order is a written instrument prepared and issued by the District and/or the Architect and signed by the District (as authorized by the District's Board of Trustees), the Contractor, the Architect, and approved by the Project Inspector (if necessary), stating their agreement regarding all of the following: A description of a change in the Work; the amount of the adjustment in the Contract Price, if any; and the extent of the adjustment in the Contract Time, if any. The cost or credit to the Owner resulting from a change in the Work shall be determined in one or more of the following ways, as determined by the District:
 - a. by mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation.
 - b. by unit prices stated in the Contract Documents or subsequently agreed upon;
 - c. by cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee; or
 - d. by the method provided under the Contract Documents.
2. A Construction Change Directive is a written order prepared and issued by the District, and/or the Architect and signed by the District and the Architect, directing a change in the Work. The District may as provided by law, by Construction Change Directive and without invalidating the Contract, order changes in the Work consisting of additions, deletions, or other revisions. Any dispute as to the sum of the Construction Change Directive or timing of payment shall be resolved pursuant to the Payment and Claims and Disputes provisions herein. The District may issue a Construction Change Directive in the absence of agreement on the terms of a Change Order.
3. There shall be no change whatsoever in the Drawings, Specifications, or in the Work without an executed Change Order or a written Construction Change Directive authorized by the District as herein provided. District shall not be liable for the cost of any extra work or any substitutions, changes, additions, omissions, or deviations from the Drawings and Specifications unless the District's governing board has authorized the same and the cost thereof has been approved in writing by Change Order or Construction Change Directive. No extension of time for performance of the Work shall be allowed hereunder unless claim for such extension is made at the time changes in the Work are ordered, and such time duly adjusted in writing in the Change Order or Construction Change Directive. The provisions of the Contract Documents shall apply to all such changes, additions, and omissions with the same effect as if originally embodied in the Drawings and Specifications.
4. Contractor shall perform immediately all work that has been authorized by a fully executed Change Order or Construction Change Directive. Contractor shall be fully responsible for any and all delays and/or expenses caused by Contractor's failure to expeditiously perform this Work.
5. On the basis set forth herein, the Contract Price shall be adjusted for Change Orders duly authorized by the District in writing requiring a different quantity or quality of labor, materials or equipment from that originally required, and the Progress Payments to the Contractor, set forth in Article 25, shall be adjusted to reflect the change. Whenever the necessity for a change arises, and when so ordered by the District in writing, the Contractor shall take all necessary steps to halt such other work in the area of the change that might be affected by the ultimate change. Changed work shall be performed

in accordance with the original contract requirements except as modified by the change order. Except as herein provided, the Contractor shall have no claim for any other compensation due to changes in the work.

B. Proposed Change Orders:

The District shall issue proposed change orders to the Contractor via a Change Request Bulletin from the A/E, or a Field Instruction from the District's authorized representative, for a proposed change order describing the intended change. The Contractor shall respond with a proposed amount to be added to or subtracted from the Contract Price due to the change, supported by a detailed estimate of cost (hereinafter called a **Change Order Request**) in form and format acceptable to the District. The Contractor shall submit the Change Order Request with detailed estimates and any time extension request thereon to the District within fifteen (15) calendar days after issuance of the Proposed Change Request Bulletin.

If not submitted within the required fifteen (15) calendar days, and the Contractor has not obtained the District's permission for a delay in submission, the District may order the Contractor to begin the work immediately through the issuance of a Construction Change Directive, Work Authorization or Field Instruction, in accordance with Article 18D or 18F. Any request for adjustment in time of final completion of the Project that is directly attributable to the changed work shall be included with the Contractor's Change Order Request along with substantiating detailed explanation per Articles 18E and 20. Failure to request adjustment of time on the Change Order Request shall waive any right to subsequently claim an adjustment of the Contract Time based on the changed work.

Should the work be directed to proceed on a time and materials ("T&M") basis, the Contractor must keep and submit time and materials records verified daily by the Project Inspector to substantiate its costs and to furnish such proof. When the District and the Contractor agree on the amount to be added to or deducted from the Contract Price and the time to be added to or deducted from the completion date, and a Change Order is signed by the District and the Contractor, the Contractor shall proceed diligently with the execution of the changed work so as to cause no delay to the completion of the Work. If agreement is reached as to the adjustment in compensation for the performance of changed work but agreement is not reached as to the time adjustment for such work, the District may elect to issue a Construction Change Directive per Article 18.2. Contractor shall proceed with the work with the right to further pursue its claim for a time adjustment by separate written notice. Upon request by the District, the Contractor shall permit inspection of the original contract estimate, subcontract agreements, or purchase orders relating to the change. Any costs incurred to acquire information relative to a proposed change order shall not be borne by the District. In no case shall the Contractor or any of its Subcontractors, or Sub-tier Contractors, or Material Suppliers be permitted to reserve rights for additional time or compensation for change order work. Any claims or proposals submitted by the Contractor containing reservation of rights language shall be rejected as incomplete and returned to the Contractor for redress.

C. Allowable Costs Upon Change Orders:

The only costs (estimated or actual) allowable due to changed work, and the manner in which such costs are computed, shall be in accordance with the following eight provisions of this Subsection C. In submitting a Change Order Request, the Contractor affirms that the cost is submitted in good faith, that the cost is accurate and is in accordance with the provisions of the contract requirements, and the Contractor submits the cost recognizing the significant civil penalties and treble damages that follow from making a false claim or presenting a false claim to the District (Government Code Sections 12650 *et seq.*).

1. Labor.

Costs are allowed for the actual payroll cost to the Contractor for labor, field supervision of changed work, (but not field office supervision nor indirect supervision) and engineering or technical services directly required for the performance of the changed work, (but not site management such as field office estimating, clerical, purchasing, as-builts, change order coordination, or warranty) including payments, assessments, or benefits required by lawful labor union collective bargaining agreements, compensation insurance payments, contributions made to the State pursuant to the Unemployment Insurance Code, and for taxes paid to the federal government required by the Social Security Act. No labor cost will be recognized at a rate in excess of the prevailing wages that are being paid by the Contractor for similar work on the project at the time the work is performed, nor will the use of a classification which would increase the labor cost be permitted unless the Contractor established to the satisfaction of the District the necessity for use of such higher classifications of workers. The Contractor and subcontractors shall submit a fully detailed breakdown of the cost of every labor classification to be charged on a proposed change. The unit cost of labor shall be an accurate accounting of actual costs being paid in accordance with the allowances herein, and it shall be submitted under penalty of perjury.

2. Materials.

Costs are allowed for the cost to the Contractor for the materials directly required for the performance of the changed work. Such cost of materials may include the costs of procurement, transportation, sales tax, and delivery if necessarily incurred. If a trade discount by the actual supplier is available to the Contractor, it shall be credited to the District. If the materials are obtained from a supply or source owned wholly or in part by the Contractor, payment therefore will not exceed the current wholesale price for such materials.

Cost for consumed materials may be charged on a reasonably estimated basis, but may not be a percentage of labor. If, in the opinion of the District, the cost of materials is excessive, or if the Contractor fails to furnish satisfactory evidence of the cost from the actual suppliers thereof, then in either case the cost of the materials shall be deemed to be the lowest wholesale price at which similar materials are available in the quantities required at the time they were needed. The District reserves the right to furnish such materials as it deems advisable, and the Contractor shall have no claim for costs or profits on material furnished by the District.

3. Equipment.

Costs are allowed for the actual cost to the Contractor for the use of equipment directly required in the performance of the changed work except that no payment will be made for time while equipment is inoperative due to breakdowns or for non-work days. The rental time shall include the time required to move the equipment to the project site from the nearest available source for rental of such equipment, and to return it to the source. If such equipment is not moved by its own power, then loading and transportation costs will be paid. However, neither moving time nor loading and transportation costs will be paid if the equipment is used on the project in any other way than upon the changed work. Individual pieces of equipment having a replacement value of two thousand dollars (\$2,000.00) or less shall be considered to be small tools or small equipment, and no payment therefore will be made unless it has been rented specifically for the changed work. Consumed equipment or tools, such as paint brushes, rollers, drill bits, etc. may be charged on an actual or reasonably estimated cost basis, provided that any such estimate shall not be determined as a percentage of the cost of the changed work. For equipment owned, furnished, or rented by the Contractor, no cost therefore shall be recognized in excess of the rental rates established by distributors or equipment rental agencies in the locality where the work is performed. Pickups and jobsite vehicles will not be allowed. The amount to be paid to the Contractor including mark-up for the use of

equipment as set forth above shall constitute full compensation to the Contractor for the cost of fuel (unless the Contractor has demonstrated that mark-up does not cover consumed fuel cost), power, oil, lubrication, supplies, small tools, small equipment, necessary attachments, repairs and maintenance of any kind, depreciation, storage, insurance, and any and all costs to the Contractor incidental to the use of such equipment. Equipment operators shall be paid for as provided in Article 18-C (1), above.

4. Mark-ups on Change Orders.

The mark-ups allowed on the direct cost of changed work include all incidental overhead support costs and profit. Such incidental costs include: estimating and purchasing; indirect supervision and project management; home office overhead; site overhead including facilities and utilities; change order coordination; as-built drawings; warranties; bonds; course of construction and liability insurance; small tools; and all other miscellaneous support costs. If a subcontractor is owned, partially owned, or has shared profits arrangement with the general contractor, any mark-up otherwise applicable to a change shall be reduced in proportion with the shared profits.

5. Work by Subcontractors and Material Suppliers.

For any portion of the changed work that is to be performed by a subcontractor (any tier), the Contractor shall furnish to the District a detailed estimate prepared and signed by subcontractor of the cost to subcontractor for performing the changed work. At the option of the District, a lump sum estimate of such cost to subcontractor may be accepted in lieu of the detailed estimate. The combined costs for subcontractor's overhead, profit, taxes, indirect supervision, insurance, bonds, warranty and any other costs not specifically allowed by Article 18-C (1), (2) and (3), shall not exceed fifteen percent (15%) on the first fifty thousand dollars (\$50,000) of the direct cost; thereafter, ten percent (10%) on the balance beyond fifty thousand dollars (\$50,000). The maximum allowable mark-up of a first tier subcontractor on any subsequent tiers shall be five percent (5%). The aggregate mark-ups allowed by multiple tiered subcontractors shall not exceed twenty-five percent (25%) of the direct cost on the first fifty thousand dollars (\$50,000); thereafter, twenty percent (20%) on the balance beyond fifty thousand dollars (\$50,000). Estimates of the amount to be deleted from subcontractor's portion of the work shall be gross value of the deducted work plus at least five percent (5%) for overhead, bonds, insurance, and related savings added to the direct value of the deleted work. For changed work to be furnished by a material supplier, the Contractor shall furnish upon demand of the District, a lump sum estimate of the cost of the items including taxes and cartage to the Contractor prepared by the material supplier. No material supplier mark-up for overhead, profit, layout, supervision or bonds will be allowed for changed work furnished by a material supplier.

6. General Contractor Mark-up for Added Work.

Where changed work is performed by a subcontractor, the Contractor may add to the total direct cost estimate for such work no more than five percent (5%) for profit, overhead, insurance, taxes, indirect supervision, bonds, warranty and any other costs not specifically allowed by Article 18-C (1), (2) and (3). The Contractor may add up to fifteen percent (15%) to its direct cost when performing the changed work on the first fifty thousand dollars (\$50,000), and ten percent (10%) thereafter on the balance beyond fifty thousand dollars (\$50,000).

7. Credit for Deleted Work.

Where an entire item or section of work is deleted from the contract, the entire subcontract value or bid value shall be considered the appropriate deduction less the value of work performed, and shall have at least five percent (5%) mark-up added thereto

for the Contractor's saved overhead, bonds and insurance. If the subcontract value or bid value is not identifiable, then the amount to be deducted from the contract amount shall be the reasonable estimated value of the deducted work plus at least five percent (5%) for saved overhead, bonds and insurance. The value submitted on the Schedule of Values shall be used to calculate the credit amount, and may not be further marked up if it includes the value for general conditions (overhead, bonds, insurance, etc.) For proposed change orders that involve both added and omitted work, the Contractor shall separately estimate the cost of the added work, and the value of omitted work, before mark-ups. If the difference between the two figures results in an increase to the Contract Price, the mark-ups for added work shall be applied to the difference, and if the difference in the figures results in a decrease to the Contract Price, then the mark-ups for deleted work shall be applied to the difference.

8. Market Values.

Cost for added work shall be no more than market values prevailing at the time of the change, unless the Contractor can establish to the satisfaction of the District that it investigated all possible means of obtaining work at prevailing market values and that the excess cost could not be avoided. When a change order deletes work from the contract, the computation of the amount thereof shall be the values that prevailed at the time bids for the work were opened, if the work is contained in a subcontract agreement or purchase order executed at or near the time bids were opened.

D. Failure to Agree as to Cost:

1. For Added Work.

Notwithstanding the failure of the District and the Contractor to agree as to the cost of the proposed change order, the Contractor, upon written order from the District, shall proceed immediately with the changed work. A Field Instruction, Work Authorization or Construction Change Directive shall be used for this written order.

For work directed to be performed as time and material, at the start of each day's work, the Contractor shall notify the Project Inspector and the District in writing as to the size and classification of the labor force to be used for the changed work and its location. Failure to so notify may result in the non-acceptance of the costs for that day. At the completion of each day's work, the Contractor shall furnish to the Project Inspector a detailed summary of all quantities of labor, materials, and equipment employed in the changed work for that day. The Project Inspector will compare his/her records with Contractor's daily summary and may make any necessary adjustments to the summary. Additional labor or equipment that is in excess of what is being used on other similar types of work will not be allowed unless the Contractor can demonstrate the need for such extra labor and/or equipment to the satisfaction of the District. After the Project Inspector and the Contractor agree upon and sign the daily summary, the summary shall become the basis for determining costs for the additional work. The Contractor shall provide line item rates and total cost extensions for each of the items of labor, materials, (including a total sales tax line item) and equipment shown on each daily summary on a separate sheet in a format acceptable to the District. The sum of these costs when added to an appropriate mark-up will constitute the total payment for the changed work. Subsequent adjustments, however, may be made based on later audits by the District.

When changed work is performed at locations away from the job site, the Contractor shall furnish in lieu of the daily summary, a summary submitted at the completion of the work containing a detailed statement of labor, material, and equipment used in the work. This latter summary shall be signed by the Contractor who shall certify thereon under penalty of perjury that the information is true, and the costs are as allowed in Article 18-C (1), (2) and (3).

When changed work is to be paid on the basis of time and materials, then a credit for deleted contract work shall be included to the extent applicable. Mark-up shall be as covered in Article 18-C (4), (5), (6) and (7).

The Contractor shall maintain and furnish on demand of the District itemized statements of cost from all subcontractors and material suppliers who perform changed work or furnish materials and equipment for such work. All such statements must be certified by the subcontractors and material suppliers as true and accurate.

2. For Deleted Work.

When a proposed change order contains a deletion of any work, and the District and the Contractor are unable to agree upon the value thereof, the District's estimate may be deducted from the contract price and may be withheld from any payment due the Contractor until the Contractor presents proof convincing to the District that the District's estimate was in error. The amount to be deducted, other than deletion of an entire item as addressed in Article 18-C(7), shall be the costs to the Contractor for labor, materials, and equipment that would have been used on the deleted work together with the credit mark-up, subject to the guidelines set forth in Article 18-C.

E. Allowable Time Extensions:

For any change in the work, the Contractor shall be entitled only to such adjustments in time by which completion of the entire Work is delayed due solely to performance of the changed work. However, no extension of time shall be granted for a change in the work unless the Contractor demonstrates through the use of a schedule fragnet and Time Impact Analysis ("TIA"), to the satisfaction of the District, that the work is on the critical path and submits an updated CPM schedule (per Article 22) showing that an extension of time is required and that the Contractor is making, or has made, every reasonable effort to guarantee completion of the additional work called for by the change within the time originally allotted for the contract. Adjustment in contract time shall be on a calendar day basis, except that if the new contract completion date falls on a Saturday, Sunday, or legal holiday, it shall be extended through the next full working day. Attention is directed to Article 20 for adjustments to the contract time.

F. Emergency Changes:

Changes in the work made necessary due to unforeseen site conditions, discovery of errors in plans or specifications requiring immediate clarification in order to avoid a serious work stoppage, changes of a kind where the extent cannot be determined until completed, or under any circumstances whatsoever when deemed necessary by the District are kinds of emergency changes that may be authorized by the District in writing to the Contractor. The Contractor shall commence performance of the emergency change immediately upon receipt of written direction from the District.

G. Change Order Certification:

All Change Orders and Change Order Requests must include the following certification by the Contractor:

"The undersigned Contractor approves the foregoing as to the changes, if any, and the Contract Price specified for each item and as to the extension of time allowed, if any, for completion of the entire Work as stated herein, and agrees to furnish all labor, materials, equipment, and service, and perform all work necessary to complete any additional work specified for the consideration stated herein. Submission of sums that have no basis in fact or which Contractor knows are false are at the sole

risk of Contractor and may be a violation of the False Claims Act set forth under Government Code section 12650 et seq. It is understood that the changes herein to the Contract shall only be effective when approved by the governing board of the District.

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

Any Change Order or Change Order Request submitted by the Contractor without certification shall be rejected as incomplete and returned to the Contractor for redress.

H. Discounts, Rebates, Refunds:

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

I. Accounting Records:

With respect to portions of the Work performed by Change Orders and Construction Change Directives, the Contractor shall keep and maintain cost-accounting records satisfactory to the District, which shall be available to the District on the same terms as any other books and records the Contractor is required to maintain under the Contract Documents.

J. Notice Required:

If the Contractor desires to make a claim for an increase in the Contract Price, or any extension in the Contract Time for completion, it shall notify the District pursuant to the provisions herein. No claim shall be considered unless made in accordance with this subparagraph. Contractor shall proceed to execute the Work even though the adjustment may not have been agreed upon. Any change in the Contract Price or extension of the Contract Time resulting from such claim shall be authorized by a Change Order.

K. Applicability to Subcontractors:

Any requirements under this Article shall be equally applicable to Change Orders or Construction Change Directives issued to Subcontractors by the Contractor to the extent as required by the Contract Documents.

L. Alteration of Change Order Language:

Contractor shall not alter Change Orders or reserve time in Change Orders. Contractor shall execute finalized Change Orders and proceed under the provisions herein with proper notice.

Claims and Disputes

A. Performance During Claim Process:

The Contractor shall continue to perform its Work under the Contract and shall not cause a delay of the Work during any dispute, claims definition, negotiation, mediation, or arbitration proceeding, except by written agreement by the District.

B. Definition of Claim:

For purposes of this section, a claim means a separate demand by the Contractor for:

1. A denied time extension,
2. Payment of money or damages arising from Work done by or on behalf of the Contractor pursuant to the Contract and payment of which is not otherwise expressly provided for or the claimant is not otherwise entitled to, or
3. Payment of money that the District disputes is owing.

C. Claims Presentation:

If Contractor intends to claim an increase in the Contract Price or Contract Time for any reason including, without limitation, the acts of District or its agents, Contractor shall, within ten (10) days after the event giving rise to the claim, give notice of the claim in writing and submit to the District a written statement of the damage sustained or time requested. On or before twenty (20) days after Contractor's written notice of claim, Contractor shall file with the District an itemized statement of the details and amounts of, and factual basis for its claim for any increase in the Contract Price of Contract Time. Contractor must timely submit the Notice of Claim and the substantiating documentation for any claim. Otherwise, Contractor shall have waived and relinquished its claim against the District and Contractor's claims for compensation and/or an extension of time shall be forfeited and invalidated, and Contractor shall not be entitled to consideration for payment or time on account of the claim.

Before the Contractor files a claim with the District, the Contractor shall make a reasonable effort to analyze the claim to determine the truth of the information comprising the claim. The Contractor shall not present a subcontractor claim without first performing a complete and thorough review of the claim and making a reasonable effort to determine the truth of the facts comprising the claim. Only claims reasonably determined by the Contractor to be true may be filed with the District. By submitting a claim, Contractor affirms that the claim is submitted in good faith, that the facts supporting the claim are true and accurate, and that the claim in the reasonable opinion of the Contractor constitutes a basis under the contract for additional compensation. Further, Contractor submits the claim recognizing the significant civil penalties and treble damages which follow from making a false claim or presenting a false claim to the District (see Government Code Sections 12650 *et seq.*).

D. Claims Resolution:

In the event of a dispute between the parties as to performance of the Work, the interpretation of this Contract, or payment or nonpayment for Work performed or not performed, the parties shall attempt to resolve the dispute by those procedures set forth in Public Contract Code section 20104, if applicable. Pending resolution of the dispute, if the dispute is not resolved, Contractor agrees it will neither rescind the Contract nor stop the progress of the Work, but will allow determination by the court of the State of California in the county in which the District office resides, having competent jurisdiction of the dispute, after the Project has been completed, and not before.

1. Public Works Claims of three hundred seventy-five thousand dollars (\$375,000) or Less.

For all public works claims of three hundred seventy-five thousand dollars (\$375,000) or less that arise between a Contractor and a local agency, the procedure set forth in Public Contract Code section 20104 et seq. shall apply:

2. For claims of less than fifty thousand dollars (\$50,000), the District shall respond in writing within forty-five (45) days of receipt of the claim or may request in writing within thirty (30) days of receipt of the claim any additional documentation supporting the claim or relating to defenses or claims the District may have against the claimant.
3. If additional information is required, it shall be requested and provided by mutual agreement of the parties.
4. The District's written response to the documented claim shall be submitted to the claimant within fifteen (15) days after receipt of the further documentation or within a period of time no greater than that taken by the claimant to produce the additional information, whichever is greater.
5. For claims of over fifty thousand dollars (\$50,000) and less than or equal to three hundred seventy-five thousand dollars (\$375,000), the District shall respond in writing to all written claims within sixty (60) days of receipt of the claim, or may request, in writing, within thirty (30) days of receipt of the claim any additional documentation supporting the claim or relating to defenses or claims the District may have against the claimant.
6. If additional information is required, it shall be requested and provided upon mutual agreement of the District and the claimant.
7. The District's written response to the claim, as further documented, shall be submitted to the claimant within thirty (30) days after receipt of the further documentation, or within a period of time no greater than that taken by the claimant to produce the additional information or requested documentation, whichever is greater.
8. If the claimant disputes the District's written response, or the District fails to respond within the time prescribed, the claimant may so notify the District, in writing, either within fifteen (15) days of receipt of the District's response or within fifteen (15) days of the District's failure to respond within the time prescribed, respectively, and demand an informal conference to meet and confer for settlement of the issues in dispute. Upon a demand, the District shall schedule a meet and confer conference within thirty (30) days for settlement of the dispute.
9. Following the meet and confer conference, if the claim or any portion of it remains in dispute, the claimant may file a claim as provided in Chapter 1 (commencing with Section 900) and Chapter 2 (commencing with Section 910) of Part 3 of Division 3.6 of Title 1 of the Government Code. For purposes of those provisions, the running of the time within which a claim must be filed shall be tolled from the time the claimant submits its written claim until the time the claim is denied, including any period of time utilized by the meet and confer process.
 - a. For any civil action filed to resolve claims filed pursuant to this section, within sixty (60) days, but no earlier than thirty (30) days, following the filing of responsive pleadings, the court shall submit the matter to nonbinding mediation unless waived by mutual stipulation of both parties. The mediation process shall provide for the selection within fifteen (15) days by both parties of a disinterested third person as mediator, shall be commenced within thirty (30) days of the submittal, and shall be concluded within fifteen (15) days from the commencement of the mediation unless a time requirement is extended upon a good cause showing to the court or by stipulation of both parties. If the parties fail to select a mediator within the 15-day period, any party may petition the court to appoint the mediator.

- b. If the matter remains in dispute, the case shall be submitted to judicial arbitration pursuant to Chapter 2.5 (commencing with Section 1141.10) of the Title 3 of Part 3 of the Code of Civil Procedure, notwithstanding Section 1141.11 of that code. The Civil Discovery Act of 1986, (Article 3 (commencing with Section 2016) of Chapter 3 of Title 3 of part 4 of the Code of Civil Procedure) shall apply to any proceeding brought under this subdivision consistent with the rules pertaining to judicial arbitration.
 - c. The District shall not fail to pay money as to any portion of a claim which is undisputed except as otherwise provided in the Contract Documents. In any suit filed pursuant to this section, the District shall pay interest at the legal rate on any arbitration award or judgment. Interest shall begin to accrue on the date the suit is filed in a court of law.
- 10. Public Works Claims Over three hundred seventy-five thousand dollars (\$375,000) - Submission to Contractor's Claims Review Board.**

For all claims of over three hundred seventy-five thousand dollars (\$375,000) which arise between a Contractor and the District, the following procedure shall apply:

- a. Should the Contractor disagree with the determination of the District on a matter that substantially affects the Contractor's costs, compensation, time of performance or extent of work, the Contractor shall file a written claim with the District and request a review of the decision by a Contractor's Claim Review Board within thirty (30) days of the event giving rise to the claim or, in cases of alleged continuing delays, no later than thirty (30) calendar days after the County Recorder's recordation date on the District's Notice of Completion. The Contractor's failure to submit its claims to the District within this thirty (30) day period shall constitute a waiver by the Contractor of such claims. Once the claims have been submitted, Contractor shall have thirty (30) additional calendar days in which to submit six copies of a total and detailed claims package (the "Contractor's Detailed Claim"). Failure to submit the full detailed package within this second thirty (30) day period shall constitute a waiver by the Contractor of such claims.
 - b. The District will convene a Contractor's Claims Review Board to hear the submitted claims within a reasonable time after the District's receipt of the Contractor's Detailed Claim. Each Claims Review Board shall continue to function until all pertinent facts are reviewed, and it arrives at a recommendation. The Review Board shall be comprised of representatives of the District and/or other Districts within the California Community College System, or other Construction professional staff who have not had any direct connection to any claim from the project. It is a lay board; attorneys and third party claims specialists may not participate in the hearings, with the exception of scheduling consultants. The Board's recommendation will be made as soon as possible after the conclusion of the hearing, and that recommendation shall be presented to the appropriate District official. The decision to accept or reject the Board's recommendation is the responsibility of the District official. The Contractor's compliance with the requirements of this Article 19B shall be a condition precedent to the Contractor's right to bring a civil action against the District or its authorized representative(s).
- 11. Compliance with Statutory Claims Presentation Requirements. (Government Code section 900 *et seq.*)**

If a claim, or any portion thereof, remains in dispute upon satisfaction of all requirements of Article 19D, the Contractor shall comply with all claims presentation requirements as provided in Chapter I (commencing with section 900) and Chapter 2 (commencing with

section 910) of Part 3 of Division 3.6 of Title 1 of the Government Code as a condition precedent to the Contractor's right to bring a civil action against the District. For purposes of those provisions the running of the time within which a claim must be presented to the District shall be tolled from the time the claimant submits its written claim until the time the claim is denied, including any time utilized by the meet and confer process.

E. Delay in Completion - Liquidated Damages:

If the work is not completed within the time required, the District will sustain damage. It is, and will be, impractical and extremely difficult to determine the actual damage that the District will sustain by reason of the delay. It is therefore agreed that the Contractor will pay to the District the sum of money stipulated per day in the Contract for each day's delay in completing the work beyond the time prescribed. A final credit change order shall be executed to assess liquidated damages. If the Contractor fails to pay such liquidated damages, the District may deduct the amount thereof from any money due or that may become due the Contractor under the contract. Contractor and its Surety shall be liable for the amount thereof pursuant to Government Code section 53069.85. If the District has occupancy of all or the majority of the project and can use it for its intended purpose, including operation of fire and life safety systems, the District may reduce the amount of assessment of liquidated damages, if it is determined to be in the best interest of the District, to Two Hundred Fifty Dollars (\$250.00) per calendar day or half of the value originally stipulated per day, whichever is higher.

F. Failure to Meet Terms of Contract:

If the District deems that the Contractor has failed to supply an adequate working force, or material of proper quality, or has failed in any other respect to prosecute the work with the diligence and force specified in the contract, District may take any of the actions authorized in California Public Contract Code. The Contractor's failure to complete a punch list with diligence is an example of such failure to meet the terms of the contract.

19. Contract Time

A. Time is of the Essence:

Time is of the essence of this Contract, including the time of beginning, the rate of progress, and the time of completion of the work. By executing the Contract, the Contractor acknowledges that the Contract Time is a reasonable period for completing the Work. The Work shall be prosecuted at such time, in such manner, and on such part or parts of the Project as may be required to complete the Work as contemplated in the Contract Documents within the Contract Time.

B. Starting and Completion Date:

District may issue a Notice to Proceed within three (3) months from the date of the Notice of Intent. The District shall designate in the Notice to Proceed the starting date of the Contract on which the Contractor shall immediately begin and thereafter diligently prosecute the work to completion. The Contractor agrees to complete the work within the Contract Time unless such time is adjusted, in writing, by Change Order by the District. The Contractor may complete the work before the completion date, at no additional cost to the District, if doing so will not interfere with the District or its other contractors engaged in other work. The Work shall be regarded as completed as noted on the District's Notice of Completion. This date shall be used as the date the guarantee period begins as defined in Article 37.

C. Contractor to Fully Prosecute Work:

No extension of time will be granted for any of the causes for which extensions are granted unless the Contractor demonstrates to the satisfaction of the District that the Contractor has made every reasonable effort to complete all work under the contract not later than the date prescribed, or as soon as possible thereafter, notwithstanding delay in the work due to any such cause.

D. District's Adjustment of Contract Time:

Even though the Contractor has no right to an extension of time for completion, the District may extend the time at the request of the Contractor if it determines such extension to be in the best interest of the District. If the time is extended, the District may, in lieu of assessing liquidated damages, charge the Contractor, its successors, heirs, assigns, or sureties, and deduct from the final payment for the work all or any part, as they may deem proper, of the value of the lost use of the completed project, and of the actual cost to the District of engineering, inspection, superintendence, and other overhead expenses which are directly chargeable to the contract, and which accrue during the period of such extension.

E. Excusable Delay:

Contractor shall not be charged for liquidated damages because of any delays in completion of Work which are not the fault or negligence of Contractor or its Subcontractors, including acts of God as defined in Public Contract Code section 7105, acts of enemy, epidemics, unusual action of the elements, and quarantine restrictions. The term "unusual action of the elements" is limited to extraordinary, adverse weather conditions and conditions immediately resulting therefrom which cause a cessation in the progress of the work, which will delay the time of completion of the contract. The Contractor shall have no right to an adjustment in the time of completion due to weather conditions or industrial conditions that are normal for the locality of the site. The time period for completion of the contract has been calculated with consideration given to the average climatic range and usual industrial conditions prevailing in the locality of the site. Contractor shall, within twenty-four (24) hours of beginning of any delay, notify District in writing of causes of delay including documentation and facts explaining the delay. District shall review the facts and extent of any delay and shall grant extension(s) of time for completing Work when, in its judgment, the findings of fact justify an extension. Extension(s) of time shall apply only to that portion of Work affected by delay, and shall not apply to other portions of Work not so affected. An extension of time may only be granted if Contractor has timely submitted the Construction Schedule as required herein.

Contractor shall notify the District pursuant to the claims provisions in these General Conditions of any anticipated delay and its cause. Following submission of a claim, the District may determine whether the delay is to be considered avoidable or unavoidable, how long it continues, and to what extent the prosecution and completion of the Work might be delayed thereby.

In the event the Contractor requests an extension of Contract Time for excusable delay, such request shall be submitted in accordance with the provisions in the Contract Documents governing changes in Work. When requesting time, requests must be submitted with full justification and documentation. If the Contractor fails to submit justification, it waives its right to a time extension at a later date. Such justification must be based on the official Construction Schedule as updated at the time of occurrence of the delay or execution of Work related to any changes to the Scope of Work. Any claim for delay must include the following information as support, without limitation:

1. The duration of the activity relating to the changes in the Work and the resources (manpower, equipment, material, etc.) required to perform the activities within the stated duration.

2. Specific logical ties to the Contract Schedule illustrated in the form of a schedule fragnet and Time Impact Analysis (“TIA”) for the proposed changes and/or delay showing the activity/activities in the Construction Schedule that are affected by the change and/or delay. (A portion of any delay of seven (7) days or more must be provided.)
3. A recovery schedule must be submitted.

F. No Additional Compensation for Delays Within Contractor’s Control:

Contractor is aware that governmental agencies, including, without limitation, gas companies, electrical utility companies, water districts, and other agencies may have to approve Contractor-prepared drawings or approve a proposed installation. Accordingly, Contractor shall include in its bid, time for possible review of its drawings and for reasonable delays and damages that may be caused by such agencies. Thus, Contractor is not entitled to make a claim for damages or delays arising from the review of Contractor’s drawings.

Contractor shall only be entitled to compensation for delay when all of the following conditions are met:

1. The District is solely responsible for the delay;
2. The delay is unreasonable under the circumstances involved;
3. The delay was not within the contemplation of District and Contractor; and
4. Contractor complies with the claims procedure of the Contract Documents.

20. Contractor’s Submittals and Schedules of Value

Within ten (10) calendar days after the date of the Notice to Proceed (unless otherwise specified in the Specifications), the Contractor shall prepare and submit to the District for review, in a form supported by sufficient data to substantiate its accuracy as the District may require:

A. Preliminary Schedule of Values:

A preliminary schedule of values for all of the Work, must include quantities and prices of items aggregating the Contract Price and must subdivide the Work into component parts in sufficient detail to serve as the basis for progress payments during construction. This preliminary schedule of values shall include, at a minimum, the following information and the following structure:

Divided into at least the following categories:

- Overhead and profit;
- Supervision;
- General conditions;
- Layout;
- Mobilization;
- Submittals;
- Bonds and insurance;
- Close-out documentation;
- Demolition;
- Underground/Foundations/Slab-on-Grade;
- Rough-in;
- Finishes;
- Testing;
- Punch list and acceptance.

Divided by each of the following areas:

Site work;
Each phase;
Each building;
Each floor.

The preliminary schedule of values shall not provide for values any greater than the following percentages of the Contract value:

Mobilization and layout combined to equal not more than one percent (1%);

Submittals, samples and shop drawings combined to equal not more than two percent (2%),

Bonds and insurance combined to equal not more than two percent (2%).

Closeout documentation (including warranties, O&M's, as-builts, etc.) shall have a value in the preliminary schedule of not less than two percent (2%).

Notwithstanding any provision of the Contract Documents to the contrary, payment of the Contractor's overhead, supervision, general conditions costs, and profit, as reflected in the Cost Breakdown, shall be paid by the District in equal installments, prorated for the duration of the project, with the disbursement of Progress Payments and the Final Payment.

Contractor shall certify that the preliminary schedule of values as submitted to the District is accurate and reflects the costs as developed in preparing Contractor's bid. The preliminary schedule of values shall be subject to the District's review and approval of the form and content thereof. In the event that the District objects to any portion of the preliminary schedule of values, the District shall notify the Contractor, in writing, of the District's objection(s) to the preliminary schedule of values. Within five (5) calendar days of the date of the District's written objection(s), Contractor shall submit a revised preliminary schedule of values to the District for review and approval. The foregoing procedure for the preparation, review and approval of the preliminary schedule of values shall continue until the District has approved the entirety of the preliminary schedule of values.

Once the preliminary schedule of values is approved by the District, this shall become the Schedule of Values. The Schedule of Values shall not be thereafter modified or amended by the Contractor without the prior consent and approval of the District, which may be granted or withheld in the sole discretion of the District.

The District shall have the right at any time to revise the Schedule of Values if, in the District's sole opinion, the Schedule of Values does not accurately reflect the value of the Work, or any part thereof.

B. Preliminary Schedule of Submittals:

A preliminary schedule of submittals, including Shop Drawings, Product Data, and Samples submittals. Once approved by District, this shall become the Submittal Schedule. All submittals shall be forwarded to the District by the date indicated on the approved Submittal Schedule, unless an earlier date is necessary to maintain the Construction Schedule, in which case those submittals shall be forwarded to the District so as not to delay the Construction Schedule.

C. Safety Plan:

Contractor's Safety Plan shall be specifically adapted for the Project. Contractor's Safety Plan shall comply with the following requirements:

All applicable requirements of California Division of Industrial Safety ("CalOSHA") and/or of the United States Occupational Safety and Health Administration ("OSHA").

1. All provisions regarding Project safety, including all applicable provisions in these General Conditions.
2. Contractor's Safety Plan shall be in English and in the language(s) of the Contractor's and it's Subcontractors' employees.

D. Complete Subcontractor List:

The name, address, telephone number, facsimile number, California State Contractors License number, classification, and monetary value of all Subcontracts for parties furnishing labor, material, or equipment for completion of the Project.

21. Contractor's Baseline Construction and Monthly Progress Schedules

A. Critical Path Method Networks:

On any project with a construction value equal or greater than one million dollars (\$1,000,000), the Contractor must submit a Critical Path Method ("CPM") network. All schedule and report work shall use a computer-based CPM, compatible with Primavera Suretrak Construction Manager (for Microsoft Windows). The network shall provide a workable plan for monitoring the progress of all the elements of the work, establish and clearly display the critical elements of the work, forecast completion of the construction, and match the contract duration in time. Exclusive of those activities for submittal review and material fabrication and delivery, or cure times, activity duration shall not be less than one (1), nor more than twenty (20) calendar days, unless otherwise approved by the District. In addition to the detailed network diagram, the Contractor shall submit the following reports with the original submittal and all updates and revisions:

1. Predecessor/Successor Report or a list showing the predecessor activities and successor activities for each activity in the schedule
2. Activity Report sorted by early start or a list showing each activity in the schedule, arranged by early start dates. A CD or DVD shall be provided when requested by the District with a .prx file of the schedule.

All schedule submissions and updates as well as reports shall be provided to the District in hard copy (CPM Schedule submittals shall be plotted) as well as an electronic original on computer disk ("CD") with a .prx file of the schedule.

B. Baseline Construction Schedule:

The Contractor shall prepare and submit to the District the Contractor's Baseline Construction Schedule within fifteen (15) calendar days of the date shown as the Notice to Proceed for projects with a total value of less than five million dollars (\$5,000,000).

For projects with a total value greater than five million dollars (\$5,000,000) submit a sixty (60) day interim schedule within fifteen (15) calendar days of the date shown as the Notice to Proceed and submit the Baseline Construction Schedule within forty-five (45) calendar days of the Notice to Proceed date. The Baseline Schedule shall incorporate the activities illustrated on the interim schedule.

The Baseline Construction Schedule shall be subject to the following requirements:

1. The Contractor's Baseline Construction Schedule shall be comprised of either a Detailed Bar Chart, if the contract value is less than one million dollars (\$1,000,000), or a Critical Path Method network, if the contract value is one million dollars (\$1,000,000) or more. The Contractor's Baseline Construction Schedule shall show the dates on which each part or division of the work is expected to be started and completed, and shall show all submittals, procurement, fabrication, and delivery of materials associated with each work activity, allowing a minimum of twenty-one (21) calendar days for the A/E's review of each submittal unless a longer period of time is specified elsewhere in these contract documents. The work activities making up the schedule shall be of sufficient detail to assure that adequate planning has been done for proper execution of the work and such that, in the sole judgment of the District, it provides an appropriate basis for monitoring and evaluating the progress of the work. The schedule shall show the interdependence of each activity and a single critical path. The Baseline Construction Schedule shall be submitted in hard copy as well as on computer disk ("CD") with a .prx file of the schedule. The Construction Schedule shall be the basis for determining progress payment billings for projects whose value exceeds ten million dollars (\$10,000,000). The Contractor shall also submit a separate progress schedule listing all submittals required under the contract and when it is anticipated that each submittal will be submitted.
2. The Contractor's Baseline Construction Schedule shall show activity durations in work days and a calendar day hammock activity consistent with the contract time. The Contractor's Baseline Construction Schedule shall begin with the effective date of the Notice to Proceed and conclude with the date of final completion.
3. The Contractor may submit a Baseline Construction Schedule that shows the work completed in less time than the specified contract time. However, the acceptance of such a schedule will not change the Contract Time. The Contract Time shall control in any determination of liquidated damages or extension of the contract time. Float, slack time, or contingency within the schedule (i.e., the difference in time between the project's early completion date and the required contract completion date), and total float within the overall schedule, is not for the exclusive use of either the District or the Contractor, but is jointly owned by both and is a resource available to and shared by both parties as needed to meet contract milestones and the contract completion date.
4. The Contractor shall not sequester shared float through such strategies as extending activity duration estimates to consume available float, using preferential logic, or using extensive crew/resource sequencing, etc. Since float time within the schedule is jointly owned, no time extensions will be granted nor delay damages paid until a delay occurs that extends the work beyond the contract completion date. Since float time within the construction schedule is jointly owned, it is acknowledged that District-caused delays on the project may be offset by District-caused time savings (i.e., critical path submittals returned in less time than allowed by the contract, approval of substitution requests and credit changes that result in a savings of time to the Contractor, etc.). In such an event, the Contractor shall not be entitled to receive a time extension or delay damages until all District-caused time savings are exceeded and the contract completion date is also exceeded.
5. Comments made by the District on the Contractor's Baseline Construction Schedule during review will not relieve the Contractor from compliance with the requirements of the contract documents. The review is only for general conformance with the scheduling requirements of the contract documents. Upon the District's request, the Contractor shall participate in the review of the Contractor's Baseline Construction Schedule submissions (including the original submittal, all update submittals, and any re-submittals). The District may request the participation of subcontractors in these reviews, as determined

necessary by the District. All revisions shall be resubmitted within fifteen (15) calendar days after the District's review.

6. On projects with a Contract Price estimated at five million dollars (\$5,000,000) or higher, the submittal of a fully revised and acceptable Contractor's Baseline Construction Schedule shall be a condition precedent to the processing of the third monthly payment application, unless the District grants a time extension due to unusual circumstances.

C. Monthly Progress Schedules:

Unless the District in writing each month specifically waives this requirement, the Contractor shall submit for the District's review an updated construction schedule ("Monthly Progress Schedule") in a format that satisfies the requirements of this Article, accurately reflects the status of the work, and incorporates all changes into the schedule. Contractor shall provide three (3) original full size plotted schedules as well as provide the schedule on computer disk ("CD") with a .prx file of the schedule. Such Monthly Progress Schedule shall be a condition precedent to the District's processing of monthly payment applications and the District's payment thereon.

On projects with a Contract Price estimated at five million dollars (\$5,000,000) or higher, the Monthly Progress Schedule shall include a report containing a narrative that includes the following:

CONTRACTOR'S SCHEDULE NARRATIVE REPORT OUTLINE

1. Contractor's transmittal letter
2. Description of Monthly Progress on the Project
3. Description of problem areas (referenced to change order or claim numbers) as appropriate.
4. Current and anticipated delays not resolved by approved change order, including:
 - a. Cause of the delay
 - b. Corrective action and schedule adjustments to correct the delay
 - c. Known or potential impact of the delay on other activities, milestones, and project completion date
5. Changes in construction sequence
6. Pending items and status thereof including but not limited to:
 - a. Pending change orders
 - b. Time extension requests
 - c. Other items
7. Contract completion date status:
 - a. If ahead of schedule, the number of calendar days ahead
 - b. If behind schedule, the number of calendar days behind
8. Other project or scheduling concerns
9. Updated network diagram
10. Tabular report, including a listing of completed activities and activities in progress.

D. Recovery Schedule:

If completion of any part of the Work, delivery of equipment or materials, or submission of the Contractor submittals is behind the updated construction schedule and will impact the end date of the work past the contract completion date (create negative float), the Contractor shall submit in writing, a plan acceptable to the District for completing the work on or before the current contract completion date. The plan shall take some or all of the following actions:

1. Increase construction manpower in such quantities and crafts as shall substantially eliminate the backlog of work and meet the current Contract completion date.

2. Increase the number of working hours per shift, the number of shifts per day, the number of work days per week, or the amount of construction equipment, or any combination of the foregoing sufficient to substantially eliminate the backlog of work.
 3. Reschedule work items to achieve concurrent accomplishment of work activities. Under no circumstances will adding equipment or construction forces, increasing the working hours, or employing any other method, manner, or procedure to return to the contractually required completion date be justification for a change order or justification for a compensable acceleration, unless prior written approval is received from the District.
- E. No time extensions shall be granted nor delay damages paid unless the delay can be clearly demonstrated by the Contractor through the use of a schedule fragnet and Time Impact Analysis (“TIA”) on the basis of the Monthly Progress Schedule current as of the month the change is issued or the delay occurred and which delay cannot be mitigated, offset, or eliminated through such actions as revising the intended sequence of work or other means. Once each week, or as approved in writing by the District, the Contractor shall submit a report or schedule listing the activities begun, completed, and in progress in the past week, and the activities scheduled to begin, be completed or be in progress for the succeeding two (2) weeks. This report shall cover all work activities listed on the construction schedule. The report or schedule may be submitted in bar chart form or in a schedule narrative document.
- F. Contractor shall provide and update a fifteen (15) working day look ahead schedule in bar chart form at the weekly construction meeting describing current activities. The look ahead schedule shall be in form and format acceptable to the District.
- G. As a condition precedent to the release of retained funds, the Contractor shall, after completion of the work has been achieved, submit a final Contractor’s construction schedule that accurately reflects the manner in which the project was constructed and includes actual start and completion dates for all work activities on the construction schedule.
- H. The District may require a more detailed and comprehensive scheduling requirement. In this case, the schedule requirement shall be included in the contract as Supplementary General Conditions.
- I. The Contractor’s failure to provide schedules as required by this paragraph may, at the sole discretion of the District, constitute grounds to withhold, in whole or in parts, progress payments to the Contractor.

22. Insurance

A. Builder’s Risk “All-Risk” Insurance:

1. The Contractor, during the progress of the Work and until Final Acceptance of all Work by the District, shall maintain Builder’s Risk “All-Risk” Completed Value Insurance Coverage on all insurable Work included under the Contract Documents which coverage is to provide extended coverage and insurance against vandalism and malicious mischief, perils of fire, sprinkler leakage, civil authority, sonic boom, collapse and flood upon the entire Work which is the subject of the Contract Documents, and including completed Work and Work in progress to the full insurable value thereof. Such insurance shall include the District as an additional named insured, and any other person with an insurable interest designated by the District as an additional named insured. The risk of damage to the Work due to the perils covered by the Builder’s Risk “All Risk” Insurance, as well as any other hazard which might result in damage to the Work, is that of the Contractor and the Surety, and no claims for such loss or damage shall be recognized by the District, nor will such loss or damage excuse the complete and satisfactory performance of the Contract by the Contractor.

2. Exclusions in the policy shall be any tools owned by mechanics or any item owned or rented by the Contractor or any Subcontractor, the capital value of which is not included in the Contract sum.
3. Any insured loss is to be adjusted with the District and made payable to the District as the District's interests may appear.
4. The Contractor shall keep this coverage in force until the project is accepted by the District or coverage of the District becomes effective, whichever occurs first.
5. The policy shall contain a provision giving thirty (30) calendar days written notice of cancellation or modification or non-renewal to the District.

B. Liability Insurance and Workers' Compensation Insurance:

1. by California law to issue the policy of insurance; and (ii) AM Best rated at least A-/VII.
 - a. Workers' compensation – minimum coverage as required by California law.
 - b. Employer's Liability - minimum coverage limits of One Million Dollars (\$1,000,000) per occurrence for bodily injury; One Million Dollars (\$1,000,000) per employee for bodily injury by disease; and Two Million Dollars (\$2,000,000) aggregate for bodily injury by disease. The Employers Liability insurance policy may be obtained as an endorsement to the Contractor's Workers Compensation insurance policy or as a separate policy of insurance.
 - c. Comprehensive General Liability (including BROAD FORM CONTRACTUAL LIABILITY INSURANCE) – minimum coverage limits of Two Million Dollars (\$2,000,000) per occurrence and Four Million Dollars (\$4,000,000) in the aggregate. The Contractor may satisfy the comprehensive general liability insurance coverage limits by a comprehensive general liability policy with coverage limits of at least One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) in the aggregate plus an excess liability policy with minimum coverage limits of at least Five Million Dollars (\$5,000,000)
 - a. Automobile Liability Insurance – minimum coverage limit of One Million Dollars (\$1,000,000) on a combined single limit basis, covering claims for damages resulting from (i) bodily injury, including wrongful death, and (ii) property damage which may arise from the operations of any owned, hired, or now-owned automobiles and other motor vehicles used by or for the Contractor in any capacity in connection this Contract.
 - b. Contractor Pollution Liability Insurance – minimum coverage limit of Two Million Dollars (\$2,000,000) per loss and Four Million Dollars (\$4,000,000) in the aggregate. The Contractor Pollution Liability insurance policy (CPL) must be an “occurrence” policy and shall provide coverage for, but not limited to, bodily injury (including death) and property damage arising out of pollution conditions caused while performing Work, including sudden and gradual pollution, on-site and off-site clean-up costs, transit, disposal, operation of a motor vehicle and completed operations. The District shall be an additional insured to the CPL Policy and the CPL Policy shall contain a cross liability clause. The retroactive insurance date of such insurance shall be no later than the commencement date of the Work. The CPL policy shall include coverage for at least two (2) years after the Contractor's completion of the Work and the District's acceptance of the Work. The CPL Policy shall include coverage for the following:

- i. Construction Job Site Pollution, covering damages for bodily injury, property damage, environmental damage, natural resource damage and associated remediation costs that result from a pollution incident caused by covered or completed operations at the Site.
 - ii. Pollution Emergency Mitigation Expense, covering expenses to mitigate a pollution incident caused by covered operations at the Site
 - iii. Construction-Related Transportation Pollution, covering damages for bodily injury, property damage, environmental damage, natural resource damage and associated remediation costs resulting from a pollution incident that takes place during the course of transportation to or from a covered owned location or the Site
 - iv. Non-Owned Disposal Site (NODS) Pollution, covering damages for bodily injury, property damage, environmental damage, natural resource damage and associated remediation costs that result from a pollution incident on, at, under or migrating from a non-owned disposal site
 - v. Pollution Legal Liability – Owned Site, covering damages for bodily injury, property damage, environmental damage, natural resource damage and associated remediation costs that result from a pollution incident on, at, under or migrating from a covered owned location.
- . Contractor shall require its Subcontractors to procure and maintain the forms of insurance and limits required in this Section 23 B.1.
2. All of the Contractor's policies shall contain an endorsement providing that written notice shall be given to the District at least thirty (30) calendar days prior to termination, cancellation, modification or reduction in coverage of the policy.
3. The bodily injury and property damage liability policies of the Contractor and its Subcontractors shall contain the following:
 - a. Provision of endorsement naming the District; its officers; employees; Program management support, Project and Construction Manager, AECOM; and Consultants, as additional insured's for liabilities arising out of performance of any work under this Contract, designating that such insurance is primary insurance as respects the interest of the District, and confirming that any other like insurance or self-insurance maintained by the District is excess and not contributing insurance with the insurance required of the Contractor under this Contract.
 - b. A "severability of interest" clause.

Elimination of any exclusion regarding loss or damage to property caused by explosion or resulting from collapse of buildings or structures or damage to property underground, commonly referred to as the "XCU" hazards.
 - c. Provision or endorsement stating that such insurance, subject to all of its other terms and conditions, applies to the liability assumed by the Contractor under the Contract, including without limitation the duties set forth in the General Construction Contract, Article 12, entitled "Insurance".

C. General Requirements:

1. Promptly on execution of the Contract and prior to commencement of any work, the Contractor shall deliver to the District certificates of insurance containing the provisions and endorsements referred to above and signed on behalf of the insurer by its authorized representative. The Contractor agrees, upon written request by the District, to furnish copies of such policies, certified to be correct by an authorized representative of the insurer.
2. The foregoing requirements as to the types, limits and the District's approval of insurance coverage to be maintained by the Contractor and its Subcontractors are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by the Contractor under the Contract.
3. If the Contractor or its Subcontractors fail to maintain the insurance coverage required by this Contract, District may obtain such insurance coverage as is not being obtained, in form and amount substantially the same as set forth above, and may deduct the cost of such insurance from any amounts due or which may become due the Contractor under the Contract.
4. All Bonds pertaining to this project shall from a surety company admitted to issue surety bonds in the State of California **with a AM Best Rate A-/VII or better** of the current issue of the Best Rating Guide.

23. Cleaning-Up and Salvage Material

- A. The Contractor shall at all times keep the premises free from accumulations of waste material or rubbish caused by his employees or work and at the completion of the work he shall remove all his rubbish from and about the site and all his tools, scaffolding and surplus materials, and shall leave the work "broom clean". Besides general broom cleaning, the Contractor shall wash, remove all spots and paint from all areas associated with his work and clean all fixtures and equipment installed.
- B. The Contractor shall, from time to time and at completion of each work day, remove all dirt, debris, waste, rubbish and implements of service from the site. Debris, waste, or unused construction materials shall not be allowed to accumulate in the site.
- C. The Contractor shall deliver all salvageable material to an on-site area as directed by the Project Manager. All other material and debris not worth salvaging in the opinion of the Project Manager, shall be disposed of off-site by the Contractor. The attached **Construction & Demolition Debris Recycling Statement Form** must be submitted, prior to the final completion of the project, to the Director of Facilities Management or designated project manager at San Diego Community College District, 3375 Camio del Rio South, Suite 270, San Diego, CA 92108.
- D. Just before the completion of the work, the Contractor shall thoroughly clean the exterior and interior of the building, including fixtures, equipment, floors and hardware, removing all stains, paint spots, and accumulated dust and dirt. He shall include thorough cleaning of all windows, hallways and sidewalks dirtied by this project, or other surfaces where debris may have collected, as well as remove all barricades, temporary walls, scaffolding, etc., completely from the premises.

24. Payments

- A. Contract Price:

The Contract Price is stated in the Agreement and, including authorized adjustments, is the total amount payable by the District to the Contractor for performance of the Work under the Contract Documents.

B. Applications for Progress Payments:

1. Procedure for Applications for Progress Payments.

a. Application for Progress Payment

b. Not before the last day of each calendar month during the progress of the Work, Contractor shall submit to the District and the A/E an itemized Application for Payment for operations completed in accordance with the Schedule of Values. Such application shall be supported by the following or each portion thereof as the District and/or the A/E requires:

- i. The amount paid to the date of the Application to the Contractor, to all its Subcontractors, and all others furnishing labor, material, or equipment for its Contract;
- ii. The amount being requested under the Application for Payment by the Contractor on its own behalf and separately stating the amount requested on behalf of each of the Subcontractors and all others furnishing labor, material, and equipment under the Contract;
- iii. The balance that will be due to each of such entities after said payment is made;
- iv. A certification that the Record Drawings and annotated Specifications are current;
- v. Itemized breakdown of work done for the purpose of requesting partial payment;
- vi. An updated and acceptable construction schedule in conformance with the provisions herein;
- vii. The additions to and subtractions from the Contract Price and Contract Time;
- viii. A total of the retentions held;
- ix. Material invoices, evidence of equipment purchases, rentals, and other support and details of cost as the District may require from time to time;
- x. The percentage of completion of the Contractor's Work by line item;
- xi. Schedule of Values updated from the preceding Application for Payment;
- xii. Updated Record Documents illustrating the 'as-built' condition of the project.
- xiii. The Contractor shall be responsible for including copies of all SWPPP documents and reports produced on a monthly basis in the monthly payment applications. Payment applications will be considered incomplete without these reports and will not be processed.
- xiv. A duly completed and executed conditional waiver and release upon progress payment compliant with Civil Code section 3262 from the Contractor and each

- subcontractor of any tier and supplier to be paid from the current progress payment;
- xv. A duly completed and executed unconditional waiver and release upon progress payment compliant with Civil Code section 3262 from the Contractor and each subcontractor of any tier and supplier that was paid from the progress payment two (2) months prior;
 - xvi. A certification by the Contractor stating the following:

“The Contractor warrants title to all Work performed as of the date of this payment application. The Contractor further warrants that all Work performed as of the date of this payment application is free and clear of liens, claims, security interests, or encumbrances in favor of the Contractor, Subcontractors, material and equipment suppliers, workers, or other persons or entities making a claim by reason of having provided labor, materials, and equipment relating to the Work, except those of which the District has been informed.”
 - xvii. Certified payroll record (“CPR(s)”) for each journeyman, apprentice, worker, or other employee employed by the Contractor and/or each Subcontractor in connection with the Work for the period of the Application for Payment.
- c. The Contractor shall be subject to the False Claims Act set forth under Government Code section 12650 et seq., for information provided with any Application for Progress Payment.

2. Prerequisites for Progress Payments.

a. First Payment Request:

The following items, if applicable, must be completed before the District will accept and/or process the Contractor's first payment request:

- i. Installation of the Project sign;
- ii. Installation of field office;
- iii. Installation of temporary facilities and fencing;
- iv. Schedule of Values;
- v. Contractor's Construction Schedule (Sixty (60) day interim schedule on projects with an estimated Contract Price of five million dollars (\$5,000,000) or higher);
- vi. Schedule of unit prices, if applicable;
- vii. Submittal Schedule;
- viii. Receipt by A/E of all submittals due as of the date of the payment application;
- ix. Copies of necessary permits;
- x. Copies of authorizations and licenses from governing authorities;

- xi. Initial progress report;
- xii. Updated Record Documents illustrating the 'as-built' condition of the project.
- xiii. Surveyor qualifications;
- xiv. Written acceptance of District's survey of rough grading, if applicable;
- xv. List of all Subcontractors, with names, license numbers, telephone numbers, and Scope of Work;
- xvi. All bonds and insurance endorsements; and
- xvii. Resumes of Contractor's project manager and job site superintendent.
- xviii. Conditional Lien Waiver

b. Third Payment Request:

The District will not process the third payment request until and unless all submittals and Shop Drawings have been accepted for review by the A/E.

c. No Waiver of Criteria:

Any payments made to Contractor where criteria set forth herein have not been met shall not constitute a waiver of said criteria by District. Instead, such payment shall be construed as a good faith effort by District to resolve differences so Contractor may pay its Subcontractors and suppliers. Contractor agrees that failure to submit such items may constitute a breach of contract by Contractor and may subject Contractor to termination.

C. Progress Payments;

1. District's Approval of Application for Payment.

Upon receipt of an Application for Payment, The District shall act in accordance with the following:

- a. Each Application for Payment shall be reviewed by the District as soon as practicable after receipt for the purpose of determining that the Application for Payment is a proper Application for Payment. An Application for Payment shall be deemed "proper" provided it is submitted pursuant to Article 25B.
- b. Any Application for Payment determined not to be a proper Application for Payment suitable for payment shall be returned to the Contractor as soon as practicable, but not later than seven (7) days, after receipt. An Application for Payment returned pursuant to this paragraph shall be accompanied by a document setting forth in writing the reasons why the Application for Payment is not proper. The number of days available to the District to make a payment without incurring interest pursuant to this section shall be reduced by the number of days by which the District exceeds this seven-day return requirement.
- c. An Application for Payment shall be considered properly executed if funds are available for payment of the Application for Payment, and payment is not delayed due to an audit inquiry by the financial officer of the District.

2. The District's review of the Contractor's Application for Payment will be based on the District's and the A/E's observations at the Site and the data comprising the Application for Payment that the Work has progressed to the point indicated and that, to the best of the District's and the A/E's knowledge, information, and belief, the quality of the Work is in accordance with the Contract Documents. The foregoing representations are subject to:
 - a. Observation of the Work for general conformance with the Contract Documents,
 - b. Results of subsequent tests and inspections,
 - c. Minor deviations from the Contract Documents correctable prior to completion, and
 - d. Specific qualifications expressed by the A/E.
 - e. District's approval of the certified Application for Payment shall be based on Contractor complying with all requirements for a fully complete and valid certified Application for Payment.
3. Payments to Contractor.
 - a. Within thirty (30) days after approval of the Application for Payment, Contractor shall be paid a sum equal to ninety-five percent (95%) of the value of the Work performed (as verified by A/E and Inspector and certified by Contractor) up to the last day of the previous month, less the aggregate of previous payments and amount to be withheld. The value of the Work completed shall be Contractor's best estimate. No inaccuracy or error in said estimate shall operate to release the Contractor, or any Surety upon any bond, from damages arising from such Work, or from the District's right to enforce each and every provision of this Contract, and the District shall have the right subsequently to correct any error made in any estimate for payment.
 - b. The Contractor shall not be entitled to have any payment requests processed, or be entitled to have any payment made for Work performed, so long as any lawful or proper direction given by the District concerning the Work, or any portion thereof, remains incomplete.
 - c. If the District fails to make any progress payment within thirty (30) days after receipt of an undisputed and properly submitted Application for Payment from the Contractor, the District shall pay interest to the Contractor equivalent to the legal rate set forth in subdivision (a) of Section 685.010 of the Code of Civil Procedure.
4. No Waiver:

No payment by District hereunder shall be interpreted so as to imply that District has inspected, approved, or accepted any part of the Work. Notwithstanding any payment, the District may enforce each and every provision of this Contract. The District may correct or require correction of any error subsequent to any payment.
5. Warranty of Title:
 - a. If a lien or a claim based on a stop notice of any nature should at any time be filed against the Work or any District property, by any entity that has supplied material or services at the request of the Contractor, Contractor and Contractor's Surety shall promptly, on demand by District and at Contractor's and Surety's own expense, take any and all action necessary to cause any such lien or a claim based on a stop notice to be released or discharged immediately therefrom.

- b. If the Contractor fails to furnish to the District within ten (10) calendar days after demand by the District, satisfactory evidence that a lien or a claim based on a stop notice has been so released, discharged, or secured, the District may discharge such indebtedness and deduct the amount required therefore, together with any and all losses, costs, damages, and attorney's fees and expense incurred or suffered by District from any sum payable to Contractor under the Contract.

6. Decisions to Withhold Payment:

a. Reasons to Withhold Payment.

The District may withhold payment in whole, or in part, to the extent reasonably necessary to protect the District if, in the District's opinion, the representations to the District required herein cannot be made. The District may withhold payment, in whole, or in part, to such extent as may be necessary to protect the District from loss because of, but not limited to:

- i. Defective Work not remedied within **forty-eight (48)** hours of written notice to Contractor;
- ii. Stop Notices or other liens served upon the District as a result of the Contract;
- iii. Liquidated damages assessed against the Contractor;
- iv. The cost of completion of the Contract if there exists reasonable doubt that the Work can be completed for the unpaid balance of the Contract Price or by the completion date;
- v. Damage to the District or other contractor(s);
- vi. Unsatisfactory prosecution of the Work by the Contractor;
- vii. Failure to store and properly secure materials;
- viii. Failure of the Contractor to submit, on a timely basis, proper, sufficient, and acceptable documentation required by the Contract Documents, including, without limitation, a Construction Schedule, Schedule of Submittals, Schedule of Values, Monthly Progress Schedules, Shop Drawings, Product Data and samples, Proposed product lists, executed Change Orders, and/or verified reports;
- ix. Failure of the Contractor to maintain Record Drawings;
- x. Erroneous estimates by the Contractor of the value of the Work performed, or other false statements in an Application for Payment;
- xi. Unauthorized deviations from the Contract Documents;
- xii. Failure of the Contractor to prosecute the Work in a timely manner in compliance with the Construction Schedule, established progress schedules, and/or completion dates;
- xiii. Failure to provide certified payroll records acceptable to the District for each journeyman, apprentice, worker, or other employee employed by the Contractor and/or each Subcontractor in connection with the Work for the period of the Application for Payment;

- xiv. Failure to properly pay prevailing wages as defined in Labor Code section 1720 et seq., failure to comply with any other Labor Code requirements, and/or failure to comply with the District's LCP, if one is in force on this Project;
- xv. Failure to properly maintain or clean up the Site;
- xvi. Payments to indemnify, defend, or hold harmless the District;
- xvii. Any payments due to the District, including but not limited to payments for failed tests, utilities changes, or permits;
- xviii. Failure to pay Subcontractor(s) or supplier(s) as required by law and by the Contract Documents;
- xix. Contractor is otherwise in breach, default, or in substantial violation of any provision of this Contract.

b. Reallocation of Withheld Amounts.

- i. District may, in its discretion, apply any withheld amount to pay outstanding claims or obligations as defined herein. In so doing, District shall make such payments on behalf of Contractor. If any payment is so made by District, then that amount shall be considered a payment made under Contract by District to Contractor and District shall not be liable to Contractor for any payment made in good faith. These payments may be made without prior judicial determination of claim or obligation. District will render Contractor an accounting of funds disbursed on behalf of Contractor.
- ii. If Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents or fails to perform any provision thereof, District may, after forty-eight (48) hours written notice to the Contractor and, without prejudice to any other remedy, make good such deficiencies. The District shall adjust the total Contract Price by reducing the amount thereof by the cost of making good such deficiencies. If District deems it inexpedient to correct Work that is damaged, defective, or not done in accordance with Contract provisions, an equitable reduction in the Contract Price (of at least one hundred twenty-five percent (125%) of the estimated reasonable value of the nonconforming Work) shall be made therefore.

c. Payment After Cure.

When Contractor removes the grounds for declining approval, payment shall be made for amounts withheld because of them. No interest shall be paid on any retainage or amounts withheld due to the failure of the Contractor to perform in accordance with the terms and conditions of the Contract Documents.

7. Subcontractor Payments

a. Payments to Subcontractors.

No later than ten (10) days after receipt, or pursuant to Business and Professions Code section 7108.5 and Public Contract Code section 7107, the Contractor shall pay to each Subcontractor, out of the amount paid to the Contractor on account of such Subcontractor's portion of the Work, the amount to which said Subcontractor is entitled. The Contractor shall, by appropriate agreement with each Subcontractor, require each Subcontractor to make payments to its Sub-subcontractors in a similar manner.

b. No Obligation of District for Subcontractor Payment.

The District shall have no obligation to pay, or to see to the payment of, money to a Subcontractor except as may otherwise be required by law.

c. Joint Checks.

District shall have the right in its sole discretion, if necessary for the protection of the District, to issue joint checks made payable to the Contractor and Subcontractors and material or equipment suppliers. The joint check payees shall be responsible for the allocation and disbursement of funds included as part of any such joint payment. In no event shall any joint check payment be construed to create any contract between the District and a Subcontractor of any tier, any obligation from the District to such Subcontractor, or rights in such Subcontractor against the District.

25. Completion Of The Work

A. Completion:

1. District will accept completion of Contract and have the Notice of Completion recorded when the entire Work shall have been completed to the satisfaction of District.
2. The Work may only be accepted as complete by action of the governing board of the District.
3. District, at its sole option, may accept completion of Contract and have the Notice of Completion recorded when the entire Work shall have been completed to the satisfaction of District, except for minor corrective items, as distinguished from incomplete items. If Contractor fails to complete all minor corrective items within thirty (30) days after the date of the District's acceptance of completion, District shall withhold from the final payment one hundred fifty percent (150%) of an estimate of the amount sufficient to complete the corrective items, as determined by District, until the item(s) are completed.
4. At the end of the thirty-five (35) day period, if there are any items remaining to be corrected, District may elect to proceed as provided herein related to adjustments to Contract Price, and/or District's right to perform the Work of the Contractor.

B. Close-Out Procedures:

1. Punch List.

The Contractor shall notify the Architect when Contractor considers the Work complete. Upon notification, Architect will prepare a list of minor items to be completed or corrected ("Punch List"). The Contractor and/or its Subcontractors shall proceed promptly to complete and correct items on the Punch List. Failure to include an item on Punch List does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.

2. Close-Out Requirements.

a. Utility Connections

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

b. Record Drawings

- i. Contractor shall provide exact “as-built” Record Drawings of the Work upon completion of the Project as indicated in the Specifications.
- ii. Contractor is liable and responsible for any and all inaccuracies in as-built Record Drawings, even if inaccuracies become evident at a future date.
- iii. Upon completion of the Work and as a condition precedent to approval of final payment, Contractor shall obtain the Inspector’s approval of the corrected prints and produce a neat and legible Record Set of “As-Built” documents in a hard copy and pdf format on a CD or DVD. The hard copy document shall be furnished in full size and be appropriately bound.

c. Maintenance Manuals:

Contractor shall prepare all operation and maintenance manuals and date as indicated in the Specifications.

C. Final Inspection:

1. Contractor shall comply with Punch List procedures as provided herein, and maintain the presence of a Project Superintendent and Project Manager until the Punch List is complete to ensure proper and timely completion of the Punch List. Under no circumstances shall Contractor demobilize its forces prior to completion of the Punch List. Upon receipt of Contractor’s written notice that all of the Punch List items have been fully completed and the Work is ready for final inspection and acceptance, Architect and Project Inspector will inspect the Work and shall submit to Contractor and District a final inspection report noting the Work, if any, required in order to complete in accordance with the Contract Documents. Absent unusual circumstances, this report shall consist of the Punch List items not yet satisfactorily completed.
2. Upon Contractor's completion of all items on the Punch List and any other uncompleted portions of the Work, the Contractor shall notify the District and Architect, who shall again inspect such Work. If the Architect finds the Work complete and acceptable under the Contract Documents, the Architect will notify Contractor, who shall then jointly submit to the Architect and the District its final Application for Payment.

a. Final Inspection Requirements:

Before calling for final inspection, Contractor shall verify that the following have been performed, including but not limited to:

- i. The Work has been completed;
- ii. All life safety items are completed and in working order;
- iii. Mechanical and electrical Work are complete and tested, fixtures are in place, connected, and ready for tryout;
- iv. Electrical circuit schedules in panels and disconnect switches labeled;
- v. Painting and special finishes complete;
- vi. Doors complete with hardware, cleaned of protective film, relieved of sticking or binding, and in working order;

- vii. Tops and bottoms of doors sealed;
- viii. Floors waxed and polished as specified;
- ix. Broken glass replaced and glass cleaned;
- x. Grounds cleared of Contractor's equipment, raked clean of debris, and trash removed from Site;
- xi. Work cleaned, free of stains, scratches, and other foreign matter, of damaged and broken material replaced;
- xii. Finished and decorative work shall have marks, dirt, and superfluous labels removed;
- xiii. Final cleanup, as provided herein.

b. Costs of Multiple Inspections:

More than two (2) requests of the District to make a final inspection shall be considered an additional service of District, Architect, Construction Manager, and/or Project Inspector, and all subsequent costs will be invoiced to Contractor and if funds are available, withheld from remaining payments.

c. Partial Occupancy or Use Prior to Completion:

i. District's Rights.

The District may occupy or use any completed or partially completed portion of the Work at any stage. The District and the Contractor shall agree in writing to the responsibilities assigned to each of them for payments, security, maintenance, heat, utilities, damage to the Work, insurance, the period for correction of the Work, and the commencement of warranties required by the Contract Documents. Any dispute as to responsibilities shall be resolved pursuant to the Claims and Disputes provisions herein, with the added provision that during the dispute process, the District shall have the right to occupy or use any portion of the Work that it needs or desires to use.

ii. Inspection Prior to Occupancy or Use.

Immediately prior to partial occupancy or use, the District, the Contractor, and the Architect shall jointly inspect the area to be occupied or portion of the Work to be used in order to determine and record the condition of the Work.

iii. No Waiver.

Unless otherwise agreed upon, partial or entire occupancy or use of a portion or portions of the Work shall not constitute beneficial occupancy or acceptance of the Work not complying with the requirements of the Contract Documents.

26. Final Payment And Retention**A. Final Payment:**

Upon receipt and approval of a valid and final Application for Payment, the Architect will issue a final Certificate of Payment. The District shall thereupon jointly inspect the Work and either accept the Work as complete or notify the Architect and the Contractor in writing of reasons why the Work is not complete. Upon acceptance of the Work of the Contractor as fully complete (that, absent unusual circumstances, will occur when the Punch List items have been satisfactorily completed), the District shall record a Notice of Completion with the County Recorder, and the Contractor shall, upon receipt of final payment from the District, pay the amount due Subcontractors.

B. Prerequisites for Final Payment:

The following conditions must be fulfilled prior to Final Payment:

1. A full and final waiver or release of all Stop Notices in connection with the Work shall be submitted by Contractor, including a release of Stop Notice in recordable form, together with (to the extent permitted by law) a copy of the full and final release of all Stop Notice rights.
2. A duly completed and executed conditional waiver and release upon final payment compliant with Civil Code section 3262 from the Contractor and each subcontractor of any tier and supplier to be paid from the current progress payment;
3. A duly completed and executed unconditional waiver and release upon progress payment compliant with Civil Code section 3262 from the Contractor and each subcontractor of any tier and supplier that was paid from the previous progress payments; and
4. The Contractor shall have made all corrections to the Work that are required to remedy any defects therein, to obtain compliance with the Contract Documents or any requirements of applicable codes and ordinances, or to fulfill any of the orders or directions of District required under the Contract Documents.
5. Each Subcontractor shall have delivered to the Contractor all written guarantees, warranties, applications, and bonds required by the Contract Documents for its portion of the Work.
6. Contractor must have completed all requirements set forth under "Close Out Procedures," including, without limitation, an A/E approved set of complete "as-built" Record Drawings. The Record Drawings shall illustrate all deviations from the Contract Documents and/or coordination drawings depicting exact dimensions from building lines/elevations as well as all vertical and horizontal measurements as dimensioned from permanent features of all buried/covered utilities outside and inside the building lines installed under this Contract.
7. Architect shall have issued its written approval that final payment can be made.
8. The Contractor shall have delivered to the District all manuals and materials required by the Contract Documents.
9. The Contractor shall have completed final clean up as provided herein.

C. Retention:

This project will be subject to a five percent (5%) retention, pursuant to Public Contract Code Section 7201(b)(1).

The retention, less any amounts disputed by the District or that the District has the right to withhold pursuant to provisions herein, shall be paid:

1. After approval of the District by the Architect's Certificate of Payment,
2. After the satisfaction of the conditions set forth herein, and
3. Thirty-five (35) days after the recording of the Notice of Completion by the District.
4. No interest shall be paid on any retention, or on any amounts withheld due to a failure of the Contractor to perform, in accordance with the terms and conditions of the Contract Documents, except as provided to the contrary in any Escrow Agreement between the District and the Contractor pursuant to Public Contract Code section 22300.

D. Substitution of Securities:

The District will permit the substitution of securities in accordance with the provisions of Public Contract Code section 22300.

27. Termination

A. District's Right to Terminate Contractor for Cause:

Grounds for Termination: The District, in its sole discretion, may terminate the Contract and/or terminate the Contractor's right to perform the work of the Contract based upon the following:

1. Contractor refuses or fails to execute the Work or any separable part thereof with sufficient diligence as will ensure its completion within the time specified or any extension thereof, or
2. Contractor fails to complete said Work within the time specified or any extension thereof, or
3. Contractor persistently fails or refused to perform Work or provide material of sufficient quality as to be in compliance with Contract Documents; or
4. Contractor files a petition for relief as a debtor, or a petition is filed against the Contractor without its consent, and the petition not dismissed within sixty (60) days; or
5. Contractor makes a general assignment for the benefit of its creditors, or a receiver is appointed on account of its insolvency; or
6. Contractor persistently or repeatedly refuses fails, except in cases for which extension of time is provided, to supply enough properly skilled workers or proper materials to complete the Work in the time specified; or
7. Contractor fails to make prompt payment to Subcontractors, or for material, or for labor; or
8. Contractor persistently disregards laws, or ordinances, or instructions of District; or
9. Contractor fails to supply labor, including that of Subcontractors, that can work in harmony with all other elements of labor employed or to be employed on the Work; or
10. Contractor or its Subcontractor(s) is/are otherwise in breach, default, or in substantial violation of any provision of this Contract.

B. Notification of Termination:

1. Upon the occurrence at District's sole determination of any of the above conditions, District may, without prejudice to any other right or remedy, serve written notice upon Contractor and its Surety of District's termination of this Contract and/or the Contractor's right to perform the work of the Contract. This notice will contain the reasons for termination. Unless, within three (3) days after the service of the notice, any and all condition(s) shall cease, and any and all violation(s) shall cease, or arrangement satisfactory to District for the correction of the condition(s) and/or violation(s) be made, this Contract shall cease and terminate. Upon Determination, Contractor shall not be entitled to receive any further payment until the entire Work is finished.
2. Upon Termination, District may immediately serve written notice of tender upon Surety whereby Surety shall have the right to take over and perform this Contract only if Surety:
 - a. Within three (3) days after service upon it of the notice of tender, gives District written notice of Surety's intention to take over and perform this Contract; and
 - b. Commences performance of this Contract within (three (3) days from date of serving of its notice to District.
3. If Surety fails to notify District or begin performance as indicated herein, District may take over the Work and execute the Work to completion by any method it may deem advisable at the expense of Contractor and/or its Surety. Contractor and/or its Surety shall be liable to District for any excess cost or other damages the District incurs thereby. Time is of the essence in this Contract. If the District takes over the Work as herein provided, District may, without liability for so doing, take possession of and utilize in completing the Work such materials, appliances, plan, and other property belonging to Contractor as may be on the Site of the Work, in bonded storage, or previously paid for.

C. Effect of Termination:

1. Contractor shall, only if ordered to do so by the District, immediately remove from the Site all or any materials and personal property belonging to Contractor that have not been incorporated in the construction of the Work, or which are not in place in the Work. The District retains the right, but not the obligation, to keep and use any materials and personal property belonging to Contractor that have not been incorporated in the construction of the Work, or which are not in place in the Work. The Contractor and its Surety shall be liable upon the performance bond for all damages caused the District by reason of the Contractor's failure to complete the Contract.
2. In the event that the District shall perform any portion of, or the whole of the Work, pursuant to the provisions of the General Conditions, the District shall not be liable nor account to the Contractor in any way for the time within which, or the manner in which, the Work is performed by the District or for any changes the District may make in the Work or for the money expended by the District in satisfying claims and/or suits and/or other obligations in connection with the Work.
3. In the event that the Contract is terminated for any reason, no allowances or compensation will be granted for the loss of any anticipated profit by the Contractor.
4. If the expense to the District to finish the Work exceeds the unpaid Contract Price, Contractor and Surety shall pay difference to District within twenty-one (21) days of District's request.
5. The District shall have the right (but shall have no obligation) to assume and/or assign to a general contractor or construction manager or other third party who is qualified and has

sufficient resources to complete the Work, the rights of the Contractor under its subcontracts with any or all Subcontractors. In the event of an assumption or assignment by the District, no Subcontractor shall have any claim against the District or third party for Work performed by Subcontractor or other matters arising prior to termination of the Contract. The District or any third party, as the case may be, shall be liable only for obligations to the Subcontractor arising after assumption or assignment. Should the District so elect, the Contractor shall execute and deliver all documents and take all steps, including the legal assignment of its contractual rights, as the District may require, for the purpose of fully vesting in the District the rights and benefits of its Subcontractor under Subcontracts or other obligations or commitments. All payments due the Contractor hereunder shall be subject to a right of offset by the District for expenses and damages suffered by the District as a result of any default, acts, or omissions of the Contractor. Contractor must include this assignment provision in all of its contracts with its Subcontractors.

6. The foregoing provisions are in addition to and not in limitation of any other rights or remedies available to District.

D. Emergency Termination of Public Contracts Act of 1949:

1. This Contract is subject to termination as provided by sections 4410 and 4411 of the Government Code of the State of California, being a portion of the Emergency Termination of Public Contracts Act of 1949.

- a. Section 4410 of the Government Code states:

In the event a national emergency occurs, and public work, being performed by contract, is stopped, directly or indirectly, because of the freezing or diversion of materials, equipment or labor, as the result of an order or a proclamation of the President of the United States, or of an order of any federal authority, and the circumstances or conditions are such that it is impracticable within a reasonable time to proceed with a substantial portion of the work, then the public agency and the contractor may, by written agreement, terminate said contract.

- b. Section 4411 of the Government Code states:

Such an agreement shall include the terms and conditions of the termination of the contract and provision for the payment of compensation or money, if any, which either party shall pay to the other or any other person, under the facts and circumstances in the case.

- c. Compensation to the Contractor shall be determined at the sole discretion of District on the basis of the reasonable value of the Work done, including preparatory work. As an exception to the foregoing and at the District's discretion, in the case of any fully completed separate item or portion of the Work for which there is a separate previously submitted unit price or item on the accepted schedule of values, that price shall control. The District, at its sole discretion, may adopt the Contract Price as the reasonable value of the work done or any portion thereof.

E. District's Right to Terminate Contractor for Convenience:

1. District in its sole discretion may terminate the Contract upon three (3) days written notice to the Contractor. Under a termination for convenience, the District retains the right to all the options available to the District if there is a termination for cause. In case of a termination for convenience, the Contractor shall have no claims against the District except:

- a. The actual cost for labor, materials, and services performed that is unpaid and can be documented through timesheets, invoices, receipts, or otherwise, and
- b. Five percent (5%) of the total cost of work performed as of the date of termination or five percent (5%) of the value of the Work yet to be performed, whichever is less. This five percent (5%) amount shall be full compensation for all Contractor's and its Subcontractor(s) mobilization and/or demobilization costs and any anticipated loss profits resulting from termination of the Contractor for convenience.

F. District's Right to Suspend Work:

The District may suspend work or any portion thereof by written order to Contractor. Contractor shall immediately comply with the order and shall resume suspended work only upon District's order. A time extension shall be issued only when suspension of work delays completion of entire Work and shall be issued on a day-for-day basis for the period of time the work is suspended.

28. Deliveries

All deliveries must be made according to instructions in the Bid Form. No charge for delivery or packaging will be allowed.

29. OSHA

All work, materials, work safety procedures and equipment shall be in full accordance with the latest CAL/OSHA rules and regulations and all other applicable laws and regulations.

30. Labor, Wage & Hour, Apprenticeship, and Related Provisions

A. Wage Rates, Travel, and Subsistence:

1. Pursuant to the provisions of article 2 (commencing at section 1770), chapter 1, part 7, division 2, of the Labor Code of California, the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work in the locality in which this public work is to be performed for each craft, classification, or type of worker needed to execute this Contract are on file at the District's principal office and copies will be made available to any interested party on request. Contractor shall obtain and post a copy of these wage rates at the job site.
2. Holiday and overtime work, when permitted by law, shall be paid for at a rate of at least one and one-half times the above specified rate of per diem wages, unless otherwise specified. The holidays upon which those rates shall be paid need not be specified by the District, but shall be all holidays recognized in the applicable collective bargaining agreement. If the prevailing rate is not based on a collectively bargained rate, the holidays upon which the prevailing rate shall be paid shall be as provided in Section 6700 of the Government Code.
3. Contractor shall pay and shall cause to be paid each worker engaged in Work on the Project not less than the general prevailing rate of per diem wages determined by the Director of the Department of Industrial Relations ("DIR") ("Director"), regardless of any contractual relationship which may be alleged to exist between Contractor or any Subcontractor and such workers.
4. If during the period this bid is required to remain open, the Director determines that there has been a change in any prevailing rate of per diem wages in the locality in which the Work under the Contract is to be performed, such change shall not alter the wage rates in the Notice to Bidders or the Contract subsequently awarded.

5. Pursuant to Labor Code section 1775, Contractor shall, as a penalty to District, forfeit the statutory amount (believed by the District to be currently fifty dollars (\$50)) for each calendar day, or portion thereof, for each worker paid less than the prevailing rates, determined by the District and/or the Director, for the work or craft in which that worker is employed for any public work done under Contract by Contractor or by any Subcontractor under it. The difference between such prevailing wage rates and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the prevailing wage rate, shall be paid to each worker by Contractor.
 6. Any worker employed to perform Work on the Project, which Work is not covered by any classification listed in the general prevailing wage rate of per diem wages determined by the Director, shall be paid not less than the minimum rate of wages specified therein for the classification which most nearly corresponds to Work to be performed by him, and such minimum wage rate shall be retroactive to time of initial employment of such person in such classification.
 7. Pursuant to Labor Code section 1773.1, per diem wages are deemed to include employer payments for health and welfare, pension, vacation, travel time, subsistence pay, and apprenticeship or other training programs authorized by section 3093, and similar purposes.
 8. Contractor shall post at appropriate conspicuous points on the Site of Project, a schedule showing all determined minimum wage rates and all authorized deductions, if any, from unpaid wages actually earned. In addition, Contractor shall post a sign-in log for all workers and visitors to the Site, a list of all subcontractors of any tier on the Site, and the required Equal Employment Opportunity poster(s).
- B. Hours of Work:**
1. As provided in article 3 (commencing at section 1810), chapter 1, part 7, division 2, of the Labor Code, eight (8) hours of labor shall constitute a legal days work. The time of service of any worker employed at any time by Contractor or by any Subcontractor on any subcontract under this Contract upon the Work or upon any part of the Work contemplated by this Contract shall be limited and restricted by Contractor to eight (8) hours per day, and forty (40) hours during any one week, except as hereinafter provided. Notwithstanding the provisions hereinabove set forth, Work performed by employees of Contractor in excess of eight (8) hours per day and forty (40) hours during any one week, shall be permitted upon this public work upon compensation for all hours worked in excess of eight (8) hours per day at not less than one and one-half times the basic rate of pay.
 2. Contractor shall keep and shall cause each Subcontractor to keep an accurate record showing the name of and actual hours worked each calendar day and each calendar week by each worker employed by Contractor in connection with the Work or any part of the Work contemplated by this Contract. The record shall be kept open at all reasonable hours to the inspection of District and to the Division of Labor Standards Enforcement of the DIR.
 3. Pursuant to Labor Code section 1813, Contractor shall as a penalty to the District forfeit the statutory amount (believed by the District to be currently twenty-five dollars (\$25)) for each worker employed in the execution of this Contract by Contractor or by any Subcontractor for each calendar day during which such worker is required or permitted to work more than eight (8) hours in any one calendar day and forty (40) hours in any one calendar week in violation of the provisions of article 3 (commencing at section 1810), chapter 1, part 7, division 2, of the Labor Code.

4. The Contractor shall perform the Work of this Contract on normal workdays and within normal work hours, 7:00 a.m. to 5:00 p.m., and shall adhere to the requirements of the District's policies with respect to hours of operation. After hours work and work on Saturdays, Sundays, and legal holidays, may be permitted at the District's sole discretion, if the Contractor first requests in writing approval to perform work during such hours seven (7) calendar days in advance, and approval is received from the District at least three (3) calendar days in advance. Any Work necessary to be performed after regular working hours, or on Sundays or other holidays shall be performed without additional expense to the District.

C. Payroll Records:

1. Pursuant to the provisions of section 1776 of the Labor Code, notice is hereby given that Contractor shall prepare and provide to the District and shall cause each Subcontractor performing any portion of the Work under this Contract to prepare and provide to the District an accurate and certified payroll record ("CPR(s)"), showing the name, address, social security number, work classification, straight time, and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by the Contractor and/or each Subcontractor in connection with the Work.
2. The CPRs enumerated hereunder shall be certified and shall be provided to the District on a weekly basis. The CPRs from the Contractor and each Subcontractor for each week shall be provided on or before Wednesday of the week following the week covered by the CPRs. District shall not make any payment to Contractor until:
 - a. Contractor and/or its Subcontractor(s) provide CPRs acceptable to the District, and
 - b. The District is given sufficient time to review and/or audit the CPRs to determine their acceptability. Any delay in Contractor and/or its Subcontractor(s) providing CPRs to the District in a timely manner will directly delay the District's review and/or audit of the CPRs and Contractor's payment.
3. All CPRs shall be available for inspection at all reasonable hours at the principal office of Contractor on the following basis:
 - a. A certified copy of an employee's CPR shall be made available for inspection or furnished to the employee or his/her authorized representative on request.
 - b. CPRs shall be made available for inspection or furnished upon request to a representative of District, Division of Labor Standards Enforcement, Division of Apprenticeship Standards, and/or the Department of Industrial Relations.
 - c. CPRs shall be made available upon request by the public for inspection or copies thereof made; provided, however, that a request by the public shall be made through the District, Division of Apprenticeship Standards or the Division of Labor Standards Enforcement. If the requested CPRs have not been provided pursuant to the provisions herein, the requesting party shall, prior to being provided the records reimburse the costs of preparation by Contractor, Subcontractors, and the entity through which the request was made. The public shall not be given access to the records at the principal office of Contractor.
4. The form of certification for the CPRs shall be as follows:

I, _____ (Name-Print), the undersigned, am the _____
_____ (Position in business) with the authority to act for and on behalf of _____

_____ (Name of business and/or Contractor), certify under penalty of perjury that the records or copies thereof submitted and consisting of _____ (Description, number of pages) are the originals or true, full, and correct copies of the originals which depict the payroll record(s) of actual disbursements by way of cash, check, or whatever form to the individual or individual named, and (b) we have complied with the requirements of sections 1771, 1811, and 1815 for any work performed by our employees on the Project.

Date: _____ Signature: _____

(Section 16401 of the California Code of Regulations)

5. Each Contractor shall file a certified copy of the CPRs with the entity that requested the records within ten (10) days after receipt of a written request.
6. Any copy of records made available for inspection as copies and furnished upon request to the public or any public agency by District, Division of Apprenticeship Standards, or Division of Labor Standards Enforcement shall be marked or obliterated in such a manner as to prevent disclosure of an individual's name, address, and social security number. The name and address of Contractor awarded Contract or performing Contract shall not be marked or obliterated.
7. Contractor shall inform District of the location of the records enumerated hereunder, including the street address, city, and county, and shall, within five (5) calendar days, provide a notice of change of location and address.
8. In the event of noncompliance with the requirements of this section, Contractor shall have ten (10) days in which to comply subsequent to receipt of written notice specifying in what respects Contractor must comply with this section. Should noncompliance still be evident after the ten (10) day period, Contractor shall, as a penalty to District, forfeit twenty-five dollars (\$25) for each calendar day, or portion thereof, for each worker, until strict compliance is effectuated. Upon the request of Division of Apprenticeship Standards or Division of Labor Standards Enforcement, these penalties shall be withheld from progress payments then due.
9. It shall be the responsibility of Contractor to ensure compliance with the provisions of Labor Code section 1776.

D. Apprentices:

1. Contractor acknowledges and agrees that, if this Contract involves a dollar amount greater than or a number of calendar days greater than that specified in Labor Code section 1777.5, then this Contract is governed by the provisions of Labor Code Section 1777.5. It shall be the responsibility of Contractor to ensure compliance with this Article and with Labor Code section 1777.5 for all apprenticeship occupations.
2. Apprentices of any crafts or trades may be employed and, when required by Labor Code section 1777.5, shall be employed provided they are properly registered in full compliance with the provisions of the Labor Code.
3. Every such apprentice shall be paid the standard wage paid to apprentices under the regulations of the craft or trade at which he/she is employed, and shall be employed only at the work of the craft or trade to which she/he is registered.

4. Only apprentices, as defined in section 3077 of the Labor Code, who are in training under apprenticeship standards and written apprentice agreements under chapter 4 (commencing at section 3070), division 3, of the Labor Code, are eligible to be employed. The employment and training of each apprentice shall be in accordance with the provisions of the apprenticeship standards and apprentice agreements under which he/she is training.
 5. Pursuant to Labor Code section 1777.5, if that section applies to this Contract as indicated above, Contractor and any Subcontractors employing workers in any apprenticeable craft or trade in performing any Work under this Contract shall apply to the applicable joint apprenticeship committee for a certificate approving the Contractor or Subcontractor under the applicable apprenticeship standards and fixing the ratio of apprentices to journeymen employed in performing the Work.
 6. Pursuant to Labor Code section 1777.5, if that section applies to this Contract as indicated above, Contractor and any Subcontractor may be required to make contributions to the apprenticeship program.
 7. If Contractor or Subcontractor willfully fails to comply with Labor Code section 1777.5, then, upon a determination of noncompliance by the Administrator of Apprenticeship, it shall:
 - a. Be denied the right to bid on any subsequent project for one (1) year from the date of such determination;
 - b. Forfeit as a penalty to District the full amount as stated in Labor Code section 1777.7. Interpretation and enforcement of these provisions shall be in accordance with the rules and procedures of the California Apprenticeship Council and under the authority of the Chief of the Division of Apprenticeship Standards.
 8. Contractor and all Subcontractors shall comply with Labor Code section 1777.6, which section forbids certain discriminatory practices in the employment of apprentices.
 9. Contractor shall become fully acquainted with the law regarding apprentices prior to commencement of the Work. Special attention is directed to sections 1777.5, 1777.6, and 1777.7 of the Labor Code, and title 8, California Code of Regulations, section 200 et seq. Questions may be directed to the State Division of Apprenticeship Standards, 455 Golden Gate Avenue, San Francisco, California 94102.
- E. Non-Discrimination:**
1. Contractor herein agrees not to discriminate in its recruiting, hiring, promotion, demotion, or termination practices on the basis of race, religious creed, national origin, ancestry, sex, age, or physical handicap in the performance of this Contract and to comply with the provisions of the California Fair Employment and Housing Act as set forth in part 2.8 of division 3 of the California Government Code, commencing at section 12900; the Federal Civil Rights Act of 1964, as set forth in Public Law 88-352, and all amendments thereto; Executive Order 11246, and all administrative rules and regulations found to be applicable to Contractor and Subcontractor.
 2. Special requirements for Federally Assisted Construction Contracts: During the performance of this Contract, Contractor agrees to incorporate in all subcontracts the

provisions set forth in Chapter 60-1.4(b) of Title 41 published in Volume 33 No. 104 of the Federal Register dated May 28, 1968.

F. Labor First Aid:

Contractor shall maintain emergency first aid treatment for Contractor's workers on the Project which complies with the Federal Occupational Safety and Health Act of 1970 (29 U.S.C. § 651 et seq.) and the California Occupational Safety and Health Act of 1973 (8 Cal. Code of Regs., §1 et seq.).

31. Excavation and Trenching

Pursuant to section 7104 of the Public Contract Code, if the Contractor, in performing the work prescribed by this Contract, is required to dig trenches or other excavations that extend deeper than four feet below the surface, then the Contractor shall promptly, and before the following conditions are disturbed, notify the District, in writing, of any:

- A.** Material that the Contractor believes may be material that is hazardous waste, as defined in Section 25117 of the Health & Safety Code, that is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law;
- B.** Subsurface or latent physical conditions at the site differing from those indicated; or
- C.** Unknown physical conditions at the site different materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract Documents.

Following receipt of the written notice, the District shall promptly investigate the conditions and, if it finds that the conditions constitute a differing site condition, or do involve hazardous waste, and cause a decrease or increase in the Contractor's cost or time required for performance of any part of the work, shall issue a change order in the manner prescribed in the Contract. Any dispute that arises between the Contractor and the District with respect to matters described in this subparagraph shall not excuse the Contractor from performing other aspects of the work which are not directly related to or conditional upon the completion of the excavation and/or trenching.

32. Conduct of Work

A. Contractor's Supervision of Work:

Contractor shall provide competent, efficient supervision of work. Performance of work shall be in skillful and orderly manner.

B. Contractor's Representative:

Before beginning work, Contractor shall designate, in writing, a representative who shall:

1. Have authority to supervise work.
2. Have authority to receive and implement orders from the District's Representative.
3. Normally be present during performance of work.
4. Not be removed by Contractor before another representative meeting the foregoing requirements is designated.

C. Execution of Documents:

Before beginning work, Contractor shall designate, in writing, a representative who shall have authority to execute and bind Contractor to change orders, claim releases, and similar documents.

D. Removal of Persons or Entities:

If any person or entity engaged in work fails or refuses to carry out District Representative's orders or is, in the District Representative's judgment, insubordinate, disorderly, incompetent, or otherwise unsatisfactory, Contractor shall immediately remove such persons or entities from the work site for the duration of the contract. Conversely no personnel shall be removed from the work site without consent of the District.

33. Smoke-Free Campus

San Diego College District campuses are tobacco-free. Smoking and use of tobacco products, including e-cigarettes, are not permitted anywhere on any campus within the District. This includes campus buildings, sidewalks, parking lots, building entrances, common areas and in college-owned buildings.

34. Miscellaneous

- A.** No oral agreement or conversation with any officer, agent, or employee of District, either before or after execution of Contract, shall affect or modify any of the terms or obligations contained in any of the documents comprising the Contract. No oral interpretation will be made to any bidder as to the meaning of the Contract Documents, Specifications and Drawings. Every request for such an interpretation shall be made in writing to the Districts Representative of San Diego Community College District, 3375 Camino del Rio South, Suite 270, San Diego CA 92108. Any inquiry received seven or more calendar days prior to the date fixed for opening of bids will be given considerations. Every interpretation made to a bidder will be in the form of addenda to the Contract documents which, if issued, will be on file in the Purchasing Office of San Diego Community College District and the office of the A/E. In addition, addenda will be provided to each bidder, but it shall be the bidders' responsibility to make inquiry as to addenda issued. All such addenda shall become part of the Contract Documents and all bidders shall be bound by such addenda, whether or not received by the bidders. All addenda must be signed by the A/E.
- B.** The Contract Documents contain the provision required for the construction of the project. Information obtained from an officer, agent, or employee of the District or any other person shall not affect the risks or obligations assumed by the Contractor or relieve the Contractor from fulfilling any of the conditions of the contract.
- C.** All work and materials shall be in full accordance with the latest rules of the National Fire Protection Association, any local or State Ordinances, the State of California Industrial Accident Commission Safety Orders and with any prevailing rules and regulations pertaining to adequate protection and/or guarding of any moving parts or otherwise hazardous locations.
- D.** A complete set of approved plans and specifications shall be kept continuously on the job and shall be updated monthly.

35. Other Items

- A.** It shall be understood that the Contractor will be required to perform and complete the proposed work in a thorough and workmanlike manner, and to furnish and provide in connection therewith all necessary labor, tools, implements, equipment, materials and supplies.

- B. The Contractor shall be held responsible for the preservation of all property along and adjacent to the Work being done, and will be required to exercise due precaution to avoid and prevent any damage or injury thereto as a consequence of his operation.
- C. Should any direct or indirect damage or injury result to the District property by or on account of any act, omission, neglect, or misconduct in the execution of the work, or as a consequence of the Contractor's employees or agents, such property shall be restored by and at the expense of the Contractor to a condition equivalent to that existing before the damage or injury occurred by repairing or rebuilding the same, or by otherwise making good such damage or injury in an acceptable manner.
- D. During the progress of work, adequate provisions shall be made by the Contractor to accommodate the normal traffic within and around the campus and to cause a minimum inconvenience. Means of ingress and egress for occupants of the campus shall be provided as far as possible.
- E. The Contractor shall provide and maintain barriers, guards, and lights when and where it may be necessary to do so, in order to effectively guard the public from danger as a result of the work being done. The Contractor will also be required to post proper notices and signals to the public regarding detours.
- F. Contractors shall not drive equipment on lawns or planted areas unless approved by the District and then only with the use of suitable supporting planking. Any damage to lawns and/or planting areas shall be repaired to its original condition and shall be subject to the final approval of the District.
- G. Relocation and/or connection to existing utilities (sewer, water, electrical, HVAC) as shown on the drawings or encountered during construction must be accomplished without disrupting services to the rest of the Campus. If outages are required, work shall be accomplished on weekends and only after seven calendar days advanced coordination with the District's representative.
- H. New materials shall be kept dry, covered completely and protected from the weather.
- I. When the work is completed and ready for final inspection, the Contractor shall so notify the District.
- J. Any permits required shall be acquired and paid for by the Contractor.
- K. Dust Control: Take appropriate action to check the spread of dust to occupied portions of the building and to avoid the creation of a nuisance in the surrounding area. Comply with all dust regulations imposed by local air pollution agencies.
- L. The premises shall be accepted as found at the time of starting work.
- M. The District will not designate a storage area on site. However, the Contractor may store materials within the construction area. Any materials left on the site shall be at the Contractor's own risk.

36. Guarantee

The Contractor shall unconditionally guarantee the work under this contract to be in conformance with the contract requirements and to be and remain free of defects in workmanship and materials for a period of one year from the date of acceptance of the project unless a longer guarantee period is stipulated in the contract documents. By this guarantee the Contractor agrees, within the guarantee period, to repair or replace any work, together with any adjacent work which may be displaced in so doing which is not in accordance with the requirements of the contract or which is defective in its workmanship or material, all without any expense whatsoever

to the District. Special guarantees that are required by the contract shall be signed by the Contractor who is responsible for the entire work and countersigned by the subcontractor that performs the work. Contract bonds shall remain in full force and effect during the one-year guarantee period, unless a longer bond period is stipulated in the contract documents. The Contractor further agrees that within ten calendar days after being notified in writing by the District of any work not in accordance with the requirements of the contract or of any defects in the work, it shall commence and prosecute with due diligence all work necessary to fulfill the terms of this guarantee and to complete the work in accordance with the requirements of the contract within a reasonable period of time. The Contractor, in the event of failure to so comply, does hereby authorize the District to proceed to have the work done at the Contractor's expense, and it agrees to pay the cost thereof upon demand. The District shall be entitled to all costs necessarily incurred upon the Contractor's refusal to pay the above cost.

Notwithstanding the foregoing paragraph, in the event of an emergency constituting an immediate hazard to health or safety of the District's employees, property, or licenses, the District may undertake at the Contractor's expense, without prior notice, all work necessary to correct such hazardous conditions caused by the work of the Contractor not being in accordance with the requirements of this contract.

The Contractor and all subcontractors shall complete the Guarantee form found on the following page and submit the forms to the District's Representative at the completion of the project, or at the completion of the subcontractors work whichever comes first.

GUARANTEE FORM

_____ ("Contractor") hereby agrees that the "describe work performed" ("Work" of Contractor) which Contractor or Subcontractor has installed for the San Diego Community College District ("District") for the following project:

(Recrods Storage Shelving) PROJECT

Specification No. and Description: _____

_____ has been performed in accordance with the requirements of the Contract Documents and that the Work as installed will fulfill the requirements of the Contract Documents.

The undersigned agrees to repair or replace any or all of such Work that may prove to be defective in workmanship or material together with any other adjacent Work that may be displaced in connection with such replacement within a period of _____ from the date of completion as defined in Public Contract Code section 7107, subdivision (c), ordinary wear and tear and unusual abuse or neglect excepted.

In the event of the undersigned's failure to comply with the above-mentioned conditions within a reasonable period of time, as determined by the District, but not later than ten (10) days after being notified in writing by the District, the undersigned authorizes the District to proceed to have said defects repaired and made good at the expense of the undersigned. The undersigned shall pay the costs and charges therefor upon demand.

Subcontractor _____ Date _____

Signature: _____ Print Name _____

Title: _____

Contractor _____ Date _____

Signature _____ Print Name _____

Title _____

Representatives to be contacted for service subject to terms of Contract:

Name: _____ Phone # _____

Address: _____

COMPUTATION GUIDE FOR CHANGE ORDER REQUESTS (“COR”)

Project Title: _____ **DATE:** _____

Description of COR:

		COR#:	
1	PRIME CONTRACTOR WORK		
2	Direct Labor		
3	Insurance, Taxes, Fringe Benefits		
4	Direct Materials and Delivery		
5	Sales Tax on Materials		
6	Rental Equipment		
7	Consumed Equipment		
8	Equipment Ownership and Operating Expenses		
Prime Contractor Remarks:		SUBTOTAL (add lines 1-7)	

9	SUBCONTRACTOR'S WORK		
10	Direct Labor		
11	Insurance, Taxes, Fringe Benefits		
12	Direct Materials and Delivery		
13	Sales Tax on Materials		
14	Rental Equipment		
15	Consumed Equipment		
16	Equipment Ownership and Operating Expenses		
17	Markup Fee (15% first \$50,000 and 10% Balance)*		
Subcontractor Remarks:		SUBTOTAL (add lines 9-16)	

18	TOTALS		
19	Contractor's Work (from line 8)		
	Markup Fee on Contractor's Work ---		
20	(15% first \$50,000 and 10% Balance)		
21	Subcontractor's Work (from line 17)		
	Contractor's Markup on Subcontractor Work		
22	(5%)		
23	TOTAL CO Request		
Justification for Time Extension		Time Extension Requested	Days

* See General Conditions for tiered Subcontractors markup and aggregate maximum totals.

Prime Contractor name _____ **Contractor Signature** _____
 Subcontractor name _____
 Preparer's name and title _____
 Project Manager name _____

SAN DIEGO COMMUNITY COLLEGE DISTRICT

Construction & Demolition

DEBRIS RECYCLING STATEMENT

As requested on General Conditions Section 24(C)

Project Name / Location: _____

Demolition Construction

Contact Name _____ Phone _____ Fax _____

Anticipated Start Date _____ Anticipated Completion Date _____

Please indicate estimated quantities by matter, the proposed processing method and the vendor selected. Weight tag required as verification.

Material	Estimated Amount (Tons or Yards)			Vendor or Facility Selected
	Recycled	Salvaged	Landfill	
Asphalt				
Concrete				
Brick/Masonry Tile				
Corrugated Cardboard				
Dirt/Clean Full				
Drywall				
Padding – Carpet Foam				
Building Materials (doors, windows, cabinets, fixtures)				
Scrap Metals				
Mixed Recyclable Debris/Other				
Un-painted wood/Pallets				
Green Waste/Yard Waste				
Garbage – Painted Wood / Trash				

If no materials are targeted for recycling, reuse or salvage, please state why:

Submitted by: _____ Date: _____

SAN DIEGO COMMUNITY COLLEGE DISTRICT
PART XII: SPECIAL CONDITIONS

1. Mitigation Measures

Contractor shall comply will all applicable mitigation measures, if any, adopted by any public agency with respect to this Project pursuant to the California Environmental Quality Act. (Public Resources Code section 21000 et. seq.)

2. Codes and Regulations

All work, materials, and equipment shall be in full compliance with the California Building Code; California Plumbing Code; California Electrical Code; California Mechanical Code, California Fire Code, California Energy Code, with California Amendments, Cal/OSHA Safety Regulations; and all Federal, State and Local laws, ordinances, and regulations applicable in the performance of the work.

3. Underground Survey of Existing Utilities

The District will to their best ability identify underground utilities, however prior to performing excavation activities the Contractor shall at their sole expense employ the services of a private locator to survey and ascertain the actual locations of existing underground utilities. Should the Contractor damage existing underground utilities during the prosecution of the work, they shall immediately notify the District Representative in writing and diligently affect repairs to the damaged utility. The Contractor shall be responsible for all repairs and consequential damages resulting from utility outages caused as a result of the performance of their work.

4. Schedule of Operation

Time is of the essence in the performance of this Contract.

The Owner shall issue to Contractor a Notice to Proceed designating the starting date on which Contractor shall begin work. The Contractor shall diligently prosecute the work from such date to completion within the time specified in the Contract Documents or any adjustments thereof.

The Contractor shall not begin work in advance of receiving the Notice to Proceed.

Construction activities shall be performed between the hours of 7:00 a.m. and 5:00 p.m., Monday through Friday. No work shall be performed outside the above hours without prior written authorization from the District Representative.

5. Contractor Coordination

Not Used

6. Contractor Cooperation

Within the overall Project, the Contractor shall coordinate their work, as required, with the other contractors.

The Contractor shall remove all stored materials, debris, temporary facilities, or other items that may interfere with the other contractor's ability to perform their work.

7. Damage to Existing Work and Work of Other Contractors

Damage to existing construction, equipment, planting, or to work of other contractors, by the Contractor in the performance of their work, shall be replaced or repaired and restored to original condition by the Contractor at the Contractor's expense.

8. Contractor's Worksite Staff

- A. Contractor's worksite staff shall give personal attention to the work, and keep work under control and in conformance with the Contract.
- B. The Contractor shall maintain sufficient on site personnel to effectively manage the work. The Contractor shall assign a minimum of four (4) different individuals, one (1) for each function, to be personally responsible for the following four (4) functions of work:
 - 1. On/Off-site project management (part-time)
 - 2. On-site supervision of construction (full-time)
 - 3. On/Off-site engineering (part-time)
 - 4. On-/Off site scheduling (part-time as needed)

If in the opinion of the District Representative the work is not being managed effectively, the District Representative may order the Contractor to augment or replace specific staff as necessary to ensure the successful completion of the project. Such personnel changes shall be at the sole expense of the Contractor.

9. Substitution for Specified Items

- A. Requests for substitutions prior to award of the Contract shall be done within the time period indicated in the Instructions to Bidders.
- B. Requests for substitutions after award of the Contract shall be within fifteen (15) calendar days of the date of the Notice to Proceed.
- C. Whenever in the Specifications any materials, process, or article is indicated or specified by grade, patent, or proprietary name, or by name of manufacturer, that Specification shall be deemed to be followed by the words "or equal." Contractor may, unless otherwise stated, offer any material, process, or article that shall be substantially equal or better in every respect to that so indicated or specified.
 - 1. If the material, process, or article offered by Contractor is not, in the opinion of the District and A/E, substantially equal or better in every respect to that specified, then Contractor shall furnish the material, process, or article specified in the Specifications without any additional compensation or change order.
 - 2. This provision shall not be applicable with respect to any material, product, thing or service for which District made findings and gave notice in accordance with Public Contract Code section 3400(b); therefore, Contractor shall not be entitled to request a substitution with respect to those materials, products or services.
- D. A request for a substitution shall be in writing and shall include:
 - 1. All variations of the proposed substitute from the material specified including, but not limited to, principles of operation, materials, or construction finish, thickness or gauge of materials, dimensions, weight, and tolerances;
 - 2. Available maintenance, repair or replacement services;

3. Increases or decreases in operating, maintenance, repair, replacement, and spare parts costs;
 4. Whether or not acceptance of the substitute will require other changes in the Work (or in work performed by the District or others under Contract with the District); and
 5. The time impact on any part of the Work resulting directly or indirectly from acceptance of the proposed substitute.
- E.** No substitutions shall be made until approved, in writing, by the District. The burden of proof as to equality of any material, process, or article shall rest with Contractor. The Contractor warrants that if substitutes are approved:
1. The proposed substitute is equal or superior in all respects to that specified, and that such proposed substitute is suitable and fit for the intended purpose and will perform adequately the function and achieve the results called for by the general design and the Contract Documents;
 2. The Contractor provides the same warranties and guarantees for the substitute that would be provided for that specified;
 3. The Contractor shall be fully responsible for the installation of the substitute and any changes in the Work required, either directly or indirectly, because of the acceptance of such substitute, with no increase in Contract Price or Contract Time. Incidental changes or extra component parts required to accommodate the substitute will be made by the Contractor without a change in the Contract Price or Contract Time;
 4. The Contractor shall be responsible for any re-design costs occasioned by District's acceptance and/or approval of any substitute; and
 5. The Contractor shall, in the event that a substitute is less costly than that specified, credit the District with one hundred percent (100%) of the net difference between the substitute and the originally specified material plus mark-up in accordance with Article 18.C.7. In this event, the Contractor agrees to execute a deductive Change Order to reflect that credit.
- F.** In the event Contractor furnishes a material, process, or article more expensive than that specified, the difference in the cost of that material, process, or article so furnished shall be borne by Contractor.
- G.** In no event shall the District be liable for any increase in Contract Price or Contract Time due to any claimed delay in the evaluation of any proposed substitute or in the acceptance or rejection of any proposed substitute.

10. Time of Completion

The District requires the work of this Contract to be performed and completed as expeditiously as possible. Accordingly this Contractor shall begin the work as expeditiously as possible following the District's issuance of the Notice to Proceed and diligently prosecute the entire work to its logical completion as specified below:

Milestones: The Work in this contract shall be completed in the times set forth below:

DESCRIPTION

FINISH NO LATER THAN

1. Insert project description . Liquidated Damages will go into effect 87 calendar days after the Notice to Proceed is issued by the District.

11. Weather Days

Delays due to Adverse Weather conditions are defined by, and will only be permitted in compliance with the provisions in the General Conditions. A rain, windstorm, high water or other natural phenomenon of the specific locality of the work, which might reasonably have been anticipated from historical records of the general locality of the work, shall not be construed as abnormal weather conditions. The Contractor shall anticipate the effect of the following rain days during the development of their bid and schedule durations. No allowance for weather related contract time extensions will be considered until the following monthly rain day totals* have been surpassed and the adverse weather must have actually caused a delay in the completion of the project. It is the Contractor’s sole responsibility to notify the District and Project Inspector, in writing, and at the time of occurrence, the accrual of each weather day. Failure to notify may result in the non-acceptance of a weather day.

January	11	July	0
February	10	August	0
March	10	September	1
April	6	October	4
May	3	November	7
June	1	December	10
*Number of Days in which rainfall totals measure .01 inch or more per National Oceanic and Atmospheric Administration (“NOAA”)			

In the event that the anticipated adverse weather totals are exceeded, and adverse weather prevents work on critical activities for more than fifty percent (50%) of the scheduled workday, the Contractor may request a non-compensable extension of Contract Time for excusable delay, subject to the provisions provided per Article 20 – Contract time.

12. Permits, Certificates, Licenses, Fees, Approval

A. Payment for Permits, Certificates, Licenses, and Fees. As required in the General Conditions, the Contractor shall secure and pay for all permits, licenses and certificates necessary for the prosecution of the Work with the exception of the following:

1. Division of State Architect (“DSA”) Fees
2. SWPPP Application Fee

B. Storm Water Permits and Inspections

1. National Pollutant Discharge Elimination System (“NPDES”) Requirements: Prior to the disturbance of any soil, the Contractor shall verify that coverage under the State of

California Construction Activities Storm Water General Permit (“CASWGP”) has been obtained, and that the ‘Notice of Intent’ (“NOI”) has been filed by the legally responsible person (LRP = Property Owner). The Contractor shall implement and monitor the District’s Storm Water Pollution Prevention Plan (“SWPPP”) in accordance with the State of California Water Resources Control Board (“SWRCB”) requirements. The Contractor shall have a Qualified SWPPP Practitioner (“QSP”) on the project site throughout the construction process as required by the SWRCB, and the QSP shall submit all required reports to the owner (“LRP”) for submittal to the SWRCB. The LRP with assistance from the QSP must prepare and electronically submit an annual report no later than September 1 of each year using the storm water multi-application reporting and tracking system (“SMARTS”). The annual report must include a summary and evaluation of all sampling and analysis results, original laboratory reports, and chain of custody forms, site inspection forms, a summary of all corrective actions taken during the compliance year, and identification of any compliance activities or corrective actions that were not implemented. The Contractor shall include the costs for the QSP to provide this information and assistance to the LRP in the price bid for the project work. **Any fines levied by the State of California for the failure of filing required reports or information or for failure to properly implement, maintain, or monitor the District’s SWPPP shall be paid for by the Contractor.** The Contractor shall be responsible for coordination with the property owner for the filing of the ‘Notice of Termination’ (“NOT”) at the conclusion of the project.

2. The Contractor shall retain the services of a Qualified SWPPP Practitioner (“QSP”). The QSP will be required to implement the SWPPP and all required Best Management Practice’s (“BMP”), prepare the required reports and provide the reports to the property owner for the required annual reporting (“SMARTS”) and the close-out processing (“Notice of Termination”) as per the State Water Resources Control Board requirements.
3. Contractor shall comply with the drawings that are part of the Contract Documents and the District prepared Storm Water Pollution Prevention Plan (“SWPPP”) requirements. The Contractor shall be responsible for implementing all requirements throughout the duration of the project, at no additional cost to the District.
4. All permits and inspections required for the work shall be obtained and paid for by the Contractor. The SWPPP and Notice of Intent (“NOI”) will be provided to the contractor by the property owner.
5. The Contractor shall give all required notices to proper authorities relative to work in his charge and shall be responsible for all losses and damages occasioned by failure to give such notices. The Contractor shall procure at his own expense all required certificates covering inspection and acceptance of work by such authorities as being in conformity with controlling ordinances and regulations.
6. The Contractor shall be responsible for including copies of all documents and reports produced on a monthly basis in the monthly payment applications. Payment applications will be considered incomplete without these reports and will not be processed.

13. Temporary Facilities

- A. The Contractor shall submit a project logistics plan to the District Representative for approval within fifteen (15) calendar days from the Notice to Proceed date. The logistics plan shall define how the Contractor plans to control site processes including, but not limited to, means and methods to accommodate temporary utilities, temporary facilities, site traffic, off-site parking, material delivery and material storage, etc.

B. The Contractor is advised that the Project Site is constrained and there will be limited available space for material storage / delivery, construction parking, and temporary office facilities. As a result the Contractor shall account for the following restrictions in the preparation of their bid.

1. Material Delivery/Storage: The Contractor shall coordinate “just-in-time” material deliveries with their suppliers/subcontractors so as not to unnecessarily encumber the site with stored materials. At the Contractor’s option they may utilize suitable off-site storage facilities and/or lay-down areas to store materials. Fees paid for such off-site storage facilities and all costs associated with transportation of materials to or from the site shall be at the sole expense of the Contractor. Material Deliveries shall be scheduled so as to cause minimal disruption of campus schedules, and normal traffic patterns on streets abutting the site.

14. Survey Staking

All surveying, layout and staking is the responsibility of the Contractor.

15. Quality Requirements – Testing and Inspection

All work shall be available for inspection and the District’s Project Inspector (“PI”) shall have full access to review all work during all working times. The Contractor shall provide all necessary means of access (e.g. ladders, hoists, lifts, etc.) for the Project Inspector to perform their duties. The Contractor shall furnish the Project Inspector with any information necessary to fully inform the Inspector of conditions observed. Inspection does not relieve the Contractor from fulfilling the requirements of the Contract Documents.

The Contractor shall give written notice to the Project Inspector at least forty-eight (48) hours in advance of the requested inspection.

All tests shall be performed under the supervision of the testing laboratory or consultants employed by the District, and at such times as are convenient to the District. The Contractor shall notify the District Representative and Project Inspector of the need for off-site tests or inspections, and the Project Inspector through the District Representative will arrange for such tests or inspections.

Whenever the Contractor arranges to work at night or any time when work is conducted other than the normal 40-hour week, or to vary the period during which work is carried out on each day, it shall give the District Representative and Project Inspector a minimum of seventy-two (72) hours’ notice so that inspection may be provided. If this off-hours inspection work is necessitated due to the Contractor’s convenience, error or failure to perform, any premium cost of inspection will be borne by the Contractor.

16. Project Signage

Contractor shall be responsible to provide, install, and maintain all required project signage. The location and content of project signage must be approved by the District Representative prior to installation.

The Contractor shall include in their bid the cost of all requisite safety and traffic signage.

Under no circumstances shall Contractor or any of their Subcontractors be allowed to install or otherwise display advertising or similar signage without the express written consent of the District Representative.

17. Proper Attire

At all times Contractor personnel shall be dressed in proper attire while performing work on District grounds. Proper attire is defined as sturdy shoes or boots (no tennis or similar type shoes will be permitted), long pants, shirts with sleeves, hard hat, and safety glasses.

18. Modernization Projects

- A. Access. Access to the school buildings and entry to buildings, classrooms, restrooms, mechanical rooms, electrical rooms, or other rooms, for construction purposes, must be coordinated with District and onsite District personnel before Work is to start. Unless agreed to otherwise in writing, only a school custodian will be allowed to unlock and lock doors in existing building(s). The custodian will be available only while school is in session. If a custodian is required to arrive before 7:00 a.m. or leave after 3:30 p.m. to accommodate Contractor's Work, the overtime wages for the custodian will be paid by the Contractor, unless, at the discretion of the District, other arrangements are made in advance.
- B. Master Key. Upon request, the District may, at its own discretion, provide a master key to the school site for the convenience of the Contractor. The Contractor agrees to pay all expenses to re-key the entire school site and all other affected District buildings if the master key is lost or stolen or if any unauthorized party obtains a copy of the key or access to the school.
- C. Maintaining Services. The Contractor is advised that Work is to be performed in spaces regularly scheduled for instruction. Interruption and/or periods of shutdown of public access, electrical service, water service, lighting, or other utilities shall be only as arranged in advance with the District. Contractor shall provide temporary services to all facilities interrupted by Contractor's Work.
- D. Maintaining Utilities. The Contractor shall maintain in operation during duration of Contract, drainage lines, storm drains, sewers, water, gas, electrical, steam, and other utility service lines within working area.
- E. Confidentiality. Contractor shall maintain the confidentiality of all information, documents, programs, procedures and all other items that Contractor encounters while performing the Work. This requirement shall be ongoing and shall survive the expiration or termination of this Contract and specifically includes, without limitation, all student, parent, and employee disciplinary information and health information.
- F. Work During Instructional Time. By submitting its bid, Contractor affirms that Work may be performed during ongoing instruction in existing facilities. If so, Contractor agrees to cooperate to the best of its ability to minimize any disruption to the school up to, and including, rescheduling specific work activities, at no additional cost to District.
- G. No Work During Student Testing. Contractor shall, at no additional cost to the District and at the District's request, coordinate its Work to not disturb District students including, without limitation, not performing any Work when students at the Site are taking State-required tests.

19. Allowances

Unless otherwise provided in the Contract Documents:

- A. Allowances shall cover the cost to the Contractor of labor, materials and equipment delivered at the site, less applicable trade discounts;
- B. Whenever the actual scope of work is more than or less than included in the allowance scope, the Contract Sum shall be adjusted accordingly by Change Order. At closeout of the Contract, any funds remaining in Allowances shall be credited to the District by Change Order.

- C. Allowances shall be included as a line item value in the Contractor's schedule of values. Funds will be drawn from Allowance only by approval of the District.

END OF DOCUMENT

SAN DIEGO COMMUNITY COLLEGE DISTRICT**PART XIII: HAZARDOUS MATERIALS PROCEDURES & REQUIREMENTS****1. Summary**

This document includes information applicable to hazardous materials and hazard waste abatement.

2. Notice of Hazardous Waste or Materials Conditions

- a. Contractor shall give notice in writing to the District, the District Representative, and the Architect promptly, before any of the following conditions are disturbed, and in no event later than twenty-four (24) hours after first observance, of any:
 - (1) Material that Contractor believes may be material that is hazardous waste or hazardous material, as defined in section 25117 of the Health and Safety Code, that is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law;
 - (2) Other material that may present a substantial danger to persons or property exposed thereto in connection with Work at the site.
- b. Contractor's written notice shall indicate whether the hazardous waste or material was shown or indicated in the Contract Documents to be within the scope of Work, and whether the materials were brought to the site by Contractor, its Subcontractors, suppliers, or anyone else for whom Contractor is responsible. As used in this section the term "hazardous materials" shall include, without limitation, asbestos, lead, Polychlorinated biphenyl ("PCB"), petroleum and related hydrocarbons, and radioactive material.
- c. In response to Contractor's written notice, the District shall investigate the identified conditions.
- d. If the District determines that conditions do not involve hazardous materials or that no change in terms of Contract is justified, the District shall so notify Contractor in writing, stating reasons. If the District and Contractor cannot agree on whether conditions justify an adjustment in Contract Price or Contract Times, or on the extent of any adjustment, Contractor shall proceed with the Work as directed by the District.
- e. If after receipt of notice from the District, Contractor does not agree to resume Work based on a reasonable belief it is unsafe, or does not agree to resume Work under special conditions, then District may order such portion of Work that is in connection with such hazardous condition or such affected area to be deleted from the Work, or performed by others, or District may invoke its rights to terminate the Contract in whole or in part. District will determine entitlement to or the amount or extent of an adjustment, if any, in Contract Price or Contract Times as a result of deleting such portion of Work, or performing the Work by others.
- f. If Contractor stops Work in connection with any hazardous condition and in any area affected thereby, Contractor shall immediately redeploy its workers, equipment, and materials, as necessary, to other portions of the Work to minimize delay and disruption.

3. Additional Warranties and Representations

- a. Contractor represents and warrants that it, its employees, and its subcontractors and their employees, shall at all times have the required levels of familiarity with the Site and the Work, training, and ability to comply fully with all applicable law and contract requirements for safe and expeditious performance of the Work, including whatever training is or may be required

regarding the activities to be performed (including, but not limited to, all training required to address adequately the actual or potential dangers of Contract performance).

- b. Contractor represents and warrants that it, its employees, and its subcontractors and their employees, shall at all times have and maintain in good standing any and all certifications and licenses required by applicable federal, state, and other governmental and quasi-governmental requirements applicable to the Work.
- c. Contractor represents and warrants that it has studied carefully all requirements of the Specifications regarding procedures for demolition, hazardous waste abatement, or safety practices, specified in the Contract, and prior to submitting its bid, has either (a) verified to its satisfaction that the specified procedures are adequate and sufficient to achieve the results intended by the Contract Documents, or (b) by way of approved "or equal" request or request for clarification and written Addenda, secured changes to the specified procedures sufficient to achieve the results intended by the Contract Documents. Contractor accepts the risk that any specified procedure will result in a completed Project in full compliance with the Contract Documents.

4. Monitoring and Testing

- a. District reserves the right, in its sole discretion, to conduct air monitoring, earth monitoring, Work monitoring, and any other tests (in addition to testing required under the agreement or applicable law), to monitor Contract requirements of safe and statutorily compliant work methods and (where applicable) safe re-entry level air standards under state and federal law upon completion of the job, and compliance of the work with periodic and final inspection by public and quasi-public entities having jurisdiction.
- b. Contractor acknowledges that District has the right to perform, or cause to be performed, various activities and tests including, but not limited to, pre-abatement, during abatement, and post-abatement air monitoring, that District shall have no obligation to perform said activities and tests, and that a portion of said activities and tests may take place prior to the completion of the Work by Contractor. In the event District elects to perform these activities and tests, Contractor shall afford District ample access to the Site and all areas of the Work as may be necessary for the performance of these activities and tests. Contractor will include the potential impact of these activities or tests by District in the Contract Price and the Scheduled Completion Date.
- c. Notwithstanding District's rights granted by this paragraph, Contractor may retain its own industrial hygiene consultant at Contractor's own expense and may collect samples and may perform tests including, but not limited to, pre-abatement, during abatement, and post-abatement personal air monitoring, and District reserves the right to request documentation of all such activities and tests performed by Contractor relating to the Work and Contractor shall immediately provide that documentation upon request.

5. Compliance with Laws

- a. Contractor shall perform safe, expeditious, and orderly work in accordance with the best practices and the highest standards in the hazardous waste abatement, removal, and disposal industry, the applicable law, and the Contract Documents, including, but not limited to, all responsibilities relating to the preparation and return of waste shipment records, all requirements of the law, delivering of all requisite notices, and obtaining all necessary governmental and quasi-governmental approvals.
- b. Contractor represents that it is familiar with and shall comply with all laws applicable to the Work or completed Work including, but not limited to, all federal, state, and local laws, statutes, standards, rules, regulations, and ordinances applicable to the Work relating to:
 - (1) The protection of the public health, welfare and environment;

- (2) Storage, handling, or use of asbestos, PCB, lead, petroleum based products or other hazardous materials;
- (3) The generation, processing, treatment, storage, transport, disposal, destruction, or other management of asbestos, PCB, lead, petroleum, or hazardous waste materials or other waste materials of any kind; and
- (4) The protection of environmentally sensitive areas such as wetlands and coastal areas.

6. Disposal

- a. Contractor has the sole responsibility for determining current waste storage, handling, transportation, and disposal regulations for the job site and for each waste disposal facility. Contractor must comply fully at its sole cost and expense with these regulations and any applicable law. District may, but is not obligated to, require submittals with this information for it to review consistent with the Contract Documents.
- b. Contractor shall develop and implement a system acceptable to District to track hazardous waste from the Site to disposal, including appropriate "Hazardous Waste Manifests" on the Environmental Protection Agency ("EPA") form, so that District may track the volume of waste it put in each landfill and receive from each landfill a certificate of receipt.
- c. Contractor shall provide District with the name and address of each waste disposal facility prior to any disposal, and District shall have the express right to reject any proposed disposal facility. Contractor shall not use any disposal facility to which District has objected. Contractor shall document actual disposal or destruction of waste at a designated facility by completing a disposal certificate or certificate of destruction forwarding the original to the District.

7. Permits

- a. Before performing any of the Work, and at such other times as may be required by applicable law, Contractor shall deliver all requisite notices and obtain the approval of all governmental and quasi-governmental authorities having jurisdiction over the Work. Contractor shall submit evidence satisfactory to District that it and any disposal facility:
 - (1) have obtained all required permits, approvals, and the like in a timely manner both prior to commencement of the Work and thereafter as and when required by applicable law, and
 - (2) are in compliance with all such permits, approvals and the regulations.

For example, before commencing any work in connection with the Work involving asbestos-containing materials, or PCBs, or other hazardous materials subject to regulation, Contractor agrees to provide the required notice of intent to renovate or demolish to the appropriate state or federal agency having jurisdiction, by certified mail, return receipt requested, or by some other method of transmittal for which a return receipt is obtained, and to send a copy of that notice to District. Contractor shall not conduct any Work involving asbestos-containing materials or PCBs unless Contractor has first confirmed that the appropriate agency having jurisdiction is in receipt of the required notification. All permits, licenses, and bonds that are required by governmental or quasi-governmental authorities, and all fees, deposits, tap fees, offsite easements, and asbestos and PCB disposal facilities expenses necessary for the prosecution of the Work, shall be procured and paid for by Contractor. Contractor shall give all notices and comply with the all applicable laws bearing on the conduct of the Work as drawn and specified. If Contractor observes or reasonably should have observed that Plans and Specifications and other Contract Documents are at variance therewith, it shall be responsible for promptly notifying District in writing of such fact. If Contractor performs any Work contrary to applicable laws, it shall bear all costs arising therefrom.

- b. In the case of any permits or notices held in District's name or of necessity to be made in District's name, District shall cooperate with Contractor in securing the permit or giving the notice, but the Contractor shall prepare for District review and execution upon approval, all necessary applications, notices, and other materials.

8. Indemnification

- a. To the extent permitted by law, the indemnities and limitations of liability expressed throughout the Contract Documents apply with equal force and effect to any claims or liabilities imposed or existing by virtue of the removal, abatement, and disposal of hazardous waste. This includes, but is not limited to, liabilities connected to the selection and use of a waste disposal facility, a waste transporter, personal injury, property damage, loss of use of property, damage to the environment or natural resources, or "disposal" and "release" of materials associated with the Work (as defined in 42 U.S.C. § 9601 et seq.).

9. Termination

- a. District shall have an absolute right to terminate for default immediately without notice and without an opportunity to cure should Contractor knowingly or recklessly commit a material breach of the terms of the Contract Documents, or any applicable law, on any matter involving the exposure of persons or property to hazardous waste. However, if the breach of contract exposing persons or property to hazardous waste is due solely to an ordinary, unintentional, and non-reckless failure to exercise reasonable care, then the procedures for termination for cause shall apply without modification.

END OF DOCUMENT

SAN DIEGO COMMUNITY COLLEGE DISTRICT

PART XIV: AGREEMENT AND RELEASE OF ANY AND ALL CLAIMS

THIS AGREEMENT AND RELEASE OF CLAIMS (“Agreement and Release”) IS MADE AND ENTERED INTO THIS _____ DAY OF _____, 20__ by and between the _____ SCHOOL DISTRICT (“District”) and _____ (“Contractor”), whose place of business is _____.

RECITALS:

- 1. District and Contractor entered into PROJECT/CONTRACT NO.: _____ (“Contract” or “Project”) in the County of _____, California.
- 2. The Work under the Contract has been completed.

NOW, THEREFORE, it is mutually agreed between District and Contractor as follows:

AGREEMENT

- 3. Contractor will only be assessed liquidated damages as detailed below:

Original Contract Sum	\$ _____
Modified Contract Sum	\$ _____
Payment to Date	\$ _____
Liquidated Damages	\$ _____
Payment Due Contractor	\$ _____

- 4. Subject to the provisions hereof, District shall forthwith pay to Contractor the undisputed sum of \$ _____ (_____ Dollars and _____ Cents) under the Contract, less any amounts represented by any notice to withhold funds on file with District as of the date of such payment.
- 5. Contractor acknowledges and hereby agrees that there are no unresolved or outstanding claims in dispute against District arising from the performance of work under the Contract, except for the claims described in Article 6 and continuing obligations described in Article 8. It is the intention of the parties in executing this Agreement and Release that this Agreement and Release shall be effective as a full, final and general release of all claims, demands, actions, causes of action, obligations, costs, expenses, damages, losses and liabilities of Contractor against District, all its respective agents, employees, inspectors, assignees and transferees except for the Disputed Claim is set forth in Article 6 and continuing obligations described in Article 8 hereof.
- 6. The following claims are disputed (hereinafter, the "Disputed Claims") and are specifically excluded from the operation of this Agreement and Release:

<u>Claim No.</u>	<u>Description of Claim</u>	<u>Amount of Claim</u>	<u>Date Claim Submitted</u>
------------------	-----------------------------	------------------------	-----------------------------

[Insert information, including attachment if necessary]

- 7. Consistent with California Public Contract Code section 7100, Contractor hereby agrees that, in consideration of the payment set forth in Article 4 hereof, Contractor hereby

releases and forever discharges District, all its agents, employees, inspectors, assignees, and transferees from any and all liability, claims, demands, actions, or causes of action of whatever kind or nature arising out of or in any way concerned with the Work under the Contract.

- 8. Guarantees and warranties for the Work, and any other continuing obligation of Contractor, shall remain in full force and effect as specified in the Contract Documents.
- 9. To the furthest extent permitted by California law, Contractor shall defend, indemnify, and hold harmless the District, its agents, representatives, officers, consultants, employees, trustees, and volunteers (the "indemnified parties") from any and all losses, liabilities, claims, suits, and actions of any kind, nature, and description, including, but not limited to, attorneys' fees and costs, directly or indirectly arising out of, connected with, or resulting from the performance of the Contract unless caused wholly by the sole negligence or willful misconduct of the indemnified parties.
- 10. Contractor hereby waives the provisions of California Civil Code section 1542 which provides as follows:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR.

- 11. The provisions of this Agreement and Release are contractual in nature and not mere recitals and shall be considered independent and severable. If any such provision or any part thereof shall be at any time held invalid in whole or in part under any federal, state, county, municipal, or other law, ruling, or regulations, then such provision, or part thereof, shall remain in force and effect to the extent permitted by law, and the remaining provisions of this Agreement and Release shall also remain in full force and effect, and shall be enforceable.
- 12. All rights of District shall survive completion of the Work or termination of Contract, and execution of this Release.

***** CAUTION: THIS IS A RELEASE - READ BEFORE EXECUTING *****

SAN DIEGO COMMUNITY COLLEGE DISTRICT

TITLE: _____

NAME: _____

SIGNATURE: _____

CONTRACTOR

TITLE: _____

NAME: _____

SIGNATURE: _____

END OF DOCUMENT

SAN DIEGO COMMUNITY COLLEGE DISTRICT

PART XV: WORKERS' COMPENSATION CERTIFICATION

PROJECT/CONTRACT NO.: _____ between San Diego Community College District (the "District" or the "Owner") and _____ (the "Contractor" or the "Bidder") (the "Contract" or the "Project").

Labor Code section 3700 in relevant part provides:

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

- a. By being insured against liability to pay compensation by one or more insurers duly authorized to write compensation insurance in this state.
- b. By securing from the Director of Industrial Relations a certificate of consent to self-insure, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his employees.

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

Date: _____

Proper Name of Contractor: _____

Signature: _____

Print Name: _____

Title: _____

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

END OF DOCUMENT

SAN DIEGO COMMUNITY COLLEGE DISTRICT

PART XVI: PREVAILING WAGE AND RELATED LABOR REQUIREMENTS CERTIFICATION

PROJECT/CONTRACT NO.: _____ between San Diego Community College District (the "District" or the "Owner") and _____ (the "Contractor" or the "Bidder") (the "Contract" or the "Project").

I hereby certify that I will conform to the State of California Public Works Contract requirements regarding prevailing wages, benefits, on-site audits with 48-hour notice, payroll records, and apprentice and trainee employment requirements, for all Work on the above Project including, without limitation, the District's labor compliance program, if in use on this Project.

Date: _____

Proper Name of Contractor: _____

Signature: _____

Print Name: _____

Title: _____

END OF DOCUMENT

SAN DIEGO COMMUNITY COLLEGE DISTRICT**PART XVII: DRUG-FREE WORKPLACE CERTIFICATION**

PROJECT/CONTRACT NO.: _____ between San Diego Community College District (the “District” or the “Owner”) and _____ (the “Contractor” or the “Bidder”) (the “Contract” or the “Project”).

This Drug-Free Workplace Certification form is required from the successful Bidder pursuant to 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 doing 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.

The District is not a “state agency” as defined in the applicable section(s) of the Government Code, but the District is a local agency and public school district under California law and requires all contractors on District projects to comply with the provisions and requirements of Government Code section 8350 et seq., the Drug-Free Workplace Act of 1990.

Contractor shall certify that it will provide a drug-free workplace by doing all of the following:

- a. 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;
- b. Establishing a drug-free awareness program to inform employees about all of the following:
 - (1) The dangers of drug abuse in the workplace.
 - (2) The person’s or organization’s policy of maintaining a drug-free workplace.
 - (3) The availability of drug counseling, rehabilitation, and employee-assistance programs.
 - (4) The penalties that may be imposed upon employees for drug abuse violations.
- c. Requiring that each employee engaged in the performance of the contract or grant be given a copy of the statement required above, 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 publish a statement notifying employees concerning (a) the prohibition of controlled substance at the workplace, (b) establishing a drug-free awareness program, and (c) requiring that each employee engaged in the performance of the contract be given a copy of the statement required by section 8355(a), and requiring that the employee agree to abide by the terms of that statement.

I also understand that if the 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: _____

Proper Name of Contractor: _____

Signature: _____

Print Name: _____

Title: _____

END OF DOCUMENT

SAN DIEGO COMMUNITY COLLEGE DISTRICT

PART XVIII: SMOKE-FREE ENVIRONMENT CERTIFICATION

PROJECT/CONTRACT NO.: _____ between _____ School District (the "District" or the "Owner") and _____ (the "Contractor" or the "Bidder") (the "Contract" or the "Project").

This Smoke-Free Environment Certification form is required from the successful Bidder.

Per District Board Policy and consistent with Education Code section 48901 and Health and Safety Code section 39002 all District sites, including the Project site are Tobacco Free Environments. Smoking and the use of tobacco products by all persons is prohibited on or in District property. District property includes; school buildings, school grounds, school owned vehicles and vehicles owned by others while on District property.

I acknowledge that I am aware of the District's policy regarding smoke-free environments at District sites, including the Project site and hereby certify that I will adhere to the requirements of that policy and not permit any of my firm's employees, agents, subcontractors, or my firm's subcontractors' employees or agents to smoke on the Project site.

Date: _____

Proper Name of Contractor: _____

Signature: _____

Print Name: _____

Title: _____

END OF DOCUMENT

SAN DIEGO COMMUNITY COLLEGE DISTRICT

PART XIX: HAZARDOUS MATERIALS CERTIFICATION

PROJECT/CONTRACT NO.: _____ between San Diego Community College District (“District” or “Owner”) and _____ (“Contractor” or “Bidder”) (“Contract” or “Project”).

1. Contractor hereby certifies that no Asbestos, or Asbestos-Containing Materials, polychlorinated biphenyl (“PCB”), or any material listed by the federal or state Environmental Protection Agency or federal or state health agencies as a hazardous material, or any other material defined as being hazardous under federal or state laws, rules, or regulations (“New Hazardous Material”), shall be furnished, installed, or incorporated in any way into the Project or in any tools, devices, clothing, or equipment used to affect any portion of Contractor’s work on the Project for District.
2. Contractor further certifies that it has instructed its employees with respect to the above-mentioned standards, hazards, risks, and liabilities.
3. Asbestos and/or asbestos-containing material shall be defined as all items containing but not limited to chrysotile, crocidolite, amosite, anthophyllite, tremolite, and actinolite. Any or all material containing greater than one-tenth of one percent (0.1%) asbestos shall be defined as asbestos-containing material.
4. Any disputes involving the question of whether or not material is New Hazardous Material shall be settled by electron microscopy or other appropriate and recognized testing procedure, at the District’s determination. The costs of any such tests shall be paid by Contractor if the material is found to be New Hazardous Material.
5. All Work or materials found to be New Hazardous Material or Work or material installed with equipment containing “New Hazardous Material” will be immediately rejected and this Work will be removed at Contractor’s expense at no additional cost to the District.
6. Contractor has read and understood the document Hazardous Materials Procedures & Requirements, and shall comply with all the provisions outlined therein.

Date: _____

Proper Name of Contractor: _____

Signature: _____

Print Name: _____

Title: _____

END OF DOCUMENT

SAN DIEGO COMMUNITY COLLEGE DISTRICT**PART XX: LEAD-BASED MATERIALS CERTIFICATION**

PROJECT/CONTRACT NO.: _____ between _____ School District (“District”) and _____ (“Contractor” or “Bidder”) (“Contract” or “Project”).

This certification provides notice to the Contractor that:

- (1) Contractor's work may disturb lead-containing building materials.
- (2) Contractor must notify the District if any work may result in the disturbance of lead-containing building materials.
- (3) Contractor must receive training from a U.S. Environmental Protection Agency (“U.S. EPA”) accredited training provider and must be certified by the U.S. EPA.

1. Lead as a Health Hazard

Lead poisoning is recognized as a serious environmental health hazard facing children today. Even at low levels of exposure, much lower than previously believed, lead can impair the development of a child's central nervous system, causing learning disabilities, and leading to serious behavioral problems. Lead enters the environment as tiny lead particles and lead dust disburse when paint chips, chalks, peels, wears away over time, or is otherwise disturbed. Ingestion of lead dust is the most common pathway of childhood poisoning; lead dust gets on a child's hands and toys and then into a child's mouth through common hand-to-mouth activity. Exposures may result from construction or remodeling activities that disturb lead paint, from ordinary wear and tear of windows and doors, or from friction on other surfaces.

Ordinary construction and renovation or repainting activities carried out without lead-safe work practices can disturb lead-based paint and create significant hazards. Improper removal practices, such as dry scraping, sanding, or water blasting painted surfaces, are likely to generate high volumes of lead dust.

Because the Contractor and its employees will be providing services for the District, and because the Contractor's work may disturb lead-containing building materials, CONTRACTOR IS HEREBY NOTIFIED of the potential presence of lead-containing materials located within certain buildings utilized by the District. All school buildings built prior to 1978 are presumed to contain some lead-based paint until sampling proves otherwise.

2. Overview of California Law

Education Code section 32240 et seq. is known as the Lead-Safe Schools Protection Act. Under this act, the Department of Health Services is to conduct a sample survey of schools in the State of California for the purpose of developing risk factors to predict lead contamination in public schools. (Ed. Code, § 32241.)

Any school that undertakes any action to abate existing risk factors for lead is required to utilize trained and state-certified contractors, inspectors, and workers. (Ed. Code, § 32243, subd. (b).) Moreover, lead-based paint, lead plumbing, and solders, or other potential sources of lead contamination, shall not be utilized in the construction of any new school facility or the modernization or renovation of any existing school facility. (Ed. Code, § 32244.)

Both the Federal Occupational Safety and Health Administration ("Fed/OSHA") and the California Division of Occupational Safety and Health ("Cal/OSHA") have implemented safety orders applicable to all construction work where a contractor's employee may be occupationally exposed to lead.

The OSHA Regulations apply to all construction work where a contractor's employee may be occupationally exposed to lead. The OSHA Regulations contain specific and detailed requirements imposed on contractors subject to that regulation. The OSHA Regulations define construction work as work for construction, alteration, and/or repair, including painting and decorating. It includes, but is not limited to, the following:

- a. Demolition or salvage of structures where lead or materials containing lead are present;
- b. Removal or encapsulation of materials containing lead;
- c. New construction, alteration, repair, or renovation of structures, substrates, or portions thereof, that contain lead, or materials containing lead;
- d. Installation of products containing lead;
- e. Lead contamination/emergency cleanup;
- f. Transportation, disposal, storage, or containment of lead or materials containing lead on the site or location at which construction activities are performed; and
- g. Maintenance operations associated with the construction activities described in the subsection.

Because it is assumed by the District that all painted surfaces (interior as well as exterior) within the District contain some level of lead, it is imperative that the Contractor, its workers and subcontractors fully and adequately comply with all applicable laws, rules and regulations governing lead-based materials (including title 8, California Code of Regulations, section 1532.1).

Contractor must notify the District if any Work may result in the disturbance of lead-containing building materials. Any and all Work that may result in the disturbance of lead-containing building materials must be coordinated through the District. A signed copy of this Certification must be on file prior to beginning Work on the Project, along with all current insurance certificates.

3. Renovation, Repair and Painting Rule, Section 402(c)(3) of the Toxic Substances Control Act

On March 31, 2008, the U.S. EPA issued a rule requiring lead safe work practices to reduce exposure to lead hazards created by renovation, repair and painting activities that disturb lead-based paint (Renovation, Repair and Painting Rule ("RRP")). Renovations in homes, childcare facilities, and schools built prior to 1978 must be conducted by certified renovations firms, using renovators with accredited training, and following the work practice requirements to reduce human exposures to lead.

Contractors must receive training from a U.S. EPA-accredited training provider and firm certification from U.S. EPA. All contractors must be trained and certified by April 22, 2010.

Contractor, its workers and subcontractors must fully and adequately comply with all applicable laws, rules and regulations governing lead-based materials, including those rules and regulations appearing within title 40 of the Code of Federal Regulations as part 745 (40 CFR 745).

The requirements apply to all contractors who disturb lead-based paint in a six-square-foot area or greater indoors, and a 20-square-foot area outdoors. If a DPH-certified inspector or risk assessor determines that a home constructed before 1978 is lead-free, the federal certification is not required for anyone working on that particular building.

4. Contractor’s Liability

If the Contractor fails to comply with any applicable laws, rules, or regulations, and that failure results in a site or worker contamination, the Contractor will be held solely responsible for all costs involved in any required corrective actions, and shall defend, indemnify, and hold harmless the District, pursuant to the indemnification provisions of the Contract, for all damages and other claims arising therefrom.

If lead disturbance is anticipated in the Work, only persons with appropriate accreditation, registrations, licenses, and training shall conduct this Work.

It shall be the responsibility of the Contractor to properly dispose of any and all waste products, including, but not limited to, paint chips, any collected residue, or any other visual material that may occur from the prepping of any painted surface. It will be the responsibility of the Contractor to provide the proper disposal of any hazardous waste by a certified hazardous waste hauler. This company shall be registered with the Department of Transportation (“DOT”) and shall be able to issue a current manifest number upon transporting any hazardous material from any school site within the District.

The Contractor shall provide the District with any sample results prior to beginning Work, during the Work, and after the completion of the Work. The District may request to examine, prior to the commencement of the Work, the lead training records of each employee of the Contractor.

THE CONTRACTOR HEREBY ACKNOWLEDGES, UNDER PENALTY OF PERJURY, THAT IT:

1. HAS RECEIVED NOTIFICATION OF POTENTIAL LEAD-BASED MATERIALS ON THE OWNER'S PROPERTY;
2. IS KNOWLEDGEABLE REGARDING AND WILL COMPLY WITH ALL APPLICABLE LAWS, RULES, AND REGULATIONS GOVERNING WORK WITH, AND DISPOSAL, OF LEAD.

THE UNDERSIGNED WARRANTS THAT HE/SHE HAS THE AUTHORITY TO SIGN ON BEHALF OF AND BIND THE CONTRACTOR. THE DISTRICT MAY REQUIRE PROOF OF SUCH AUTHORITY.

Date: _____

Proper Name of Contractor: _____

Signature: _____

Print Name: _____

Title: _____

END OF DOCUMENT

SAN DIEGO COMMUNITY COLLEGE DISTRICT
PART XXI: IMPORTED MATERIALS CERTIFICATION

PROJECT/CONTRACT NO.: _____ between _____ School District (“District” or “Owner”) and _____ (“Contractor” or “Bidder”) (“Contract” or “Project”).

This form shall be executed by the Contractor and by all entities that, in any way, provide or deliver and/or supply any soils, aggregate, or related materials (“Fill”) to the Project Site. All Fill shall satisfy all requirements of any environmental review of the Project performed pursuant to the statutes and guidelines of the California Environmental Quality Act, section 21000 et seq. of the Public Resources Code (“CEQA”), and all requirements of section 17210 et seq. of the Education Code, including requirements for a Phase I environmental assessment acceptable to the State of California Department of Education and Department of Toxic Substances Control.

To the furthest extent permitted by California law, Contractor shall defend, indemnify, and hold harmless the District, its agents, representatives, officers, consultants, employees, trustees, and volunteers pursuant to the indemnification provisions in the Contract Documents for, without limitation, any claim(s) connected with providing, delivering, and/or supplying Fill.

Certification of: Delivery Firm/Transporter Supplier Manufacturer
 Wholesaler Broker Retailer
 Distributor Other _____

Type of Entity Corporation General Partnership
 Limited Partnership Limited Liability Company
 Sole Proprietorship Other _____

Name of firm ("Firm"): _____

Mailing address: _____

Addresses of branch office used for this Project: _____

If subsidiary, name and address of parent company: _____

By my signature below, I hereby certify that I am aware of section 25260 of the Health and Safety Code and the sections referenced therein regarding the definition of hazardous material. I further certify on behalf of the Firm that all soils, aggregates, or related materials provided, delivered, and/or supplied or that will be provided, delivered, and/or supplied by this Firm to the Project Site are free of any and all hazardous material as defined in section 25260 of the Health and Safety Code. I further certify that I am authorized to make this certification on behalf of the Firm.

Date: _____

Proper Name of Contractor: _____

Signature: _____

Print Name: _____

Title: _____

SAN DIEGO COMMUNITY COLLEGE DISTRICT
PART XXII: CAMPUS SEX OFFENDER REGISTRATION GUIDELINES

Penal Code section 290.01, governing sex offender registration on campus, was enacted effective October 28, 2002. (stats. 2001, c. 544 (A.B. 4), § 2.) The federal Jacob Wetterling Act (42 U.S.C. § 14071), AS AMENDED BY THE Campus Sex Crimes Prevention Act (the “CSCPA”), Pubc.L. 106-386. Div. B, Sec. 1601, 114 Stat. 1464, 1537 (2000), required the states to mandate sex offender registration and notification at institutions of higher learning. In accordance with federal law, California law requires certain sex offenders to register on campuses of universities, colleges, community colleges, or other institutions of higher learning. The following guidelines are intended to assist campus police departments and local law enforcement agencies with jurisdiction over campuses which do not have campus police departments, as defined below. The guidelines address the law governing registering sex offenders on campus, and explains the law regarding notification to the campus community.

1. Who Must Register on Campus

A. Penal Code section 290.01 Registration

Persons who have a duty to register pursuant to Penal Code section 290 in the jurisdiction where they reside or are transient¹ also have a duty to register with a campus police department under Penal Code section 290.01 if:

1. The registrant lives at a residence on campus.
2. The registrant is enrolled at the campus, either full-time or part-time.
3. The registrant is employed by the campus, either full-time or part-time (with or without pay.)
4. The registrant is carrying on a vocation on the campus.
 - a. “Carrying on vocation” on the campus means that the person works on the campus, even though he is not employed by the campus itself. For example, persons who are employed by an independent contractor that runs a printing press or cafeteria/other food services on the campus are persons who are “carrying on a vocation” on the campus. Similarly, persons working on a construction crew on campus, or in a campus bookstore, are carrying on a vocation on the campus.
 - b. The terms “employed or carries on a vocation” include employment whether or not it is financially compensated, volunteered, or performed for government or educational benefit. The registrant must be employed, or carrying on a vocation, on the campus over 14 days in a calendar year or more than an aggregate of 30 days.
5. The registrant is a volunteer on the campus.
6. The registrant is a transient sex offender who is physically present on (living on), enrolled, employed, a volunteer, or carrying on a vocation on the campus. If his enrollment, employment, or vocational status requires it, a transient sex offender must register every thirty (30) days. If the campus is a place a transient registrant occasionally frequents, but he is not living there and he does not have the status of being enrolled, employed, a volunteer, or carrying on a vocation on campus, the transient need only list the campus as a place he frequents on his registration with the local jurisdiction in which he registers every thirty (30) days.

Examples of places a transient may “frequent” on a campus are the track or other physical education facilities, as well as the library or cafeteria.

7. The Department of Education defines an institution of higher education as being one that (1) admits as regular students only persons having a certificate of graduation from a school providing secondary education, or the recognized equivalent of such a certificate; (2) is legally authorized to provide a program of education beyond secondary education; (3) provides an educational program for which the institution awards a bachelor’s degree or provides not less than a two (2) year program that is acceptable for full credit toward such a degree; (4) is a public or other nonprofit institution; and (5) is accredited by a nationally recognized accrediting agency or association, or if not so accredited, in an institution that has been granted pre-accreditation status, and the Secretary has determined that there is satisfactory assurance that the institution will meet the accreditation standards. Alternately, the term “institution of higher education” also includes (1) any school that provides not less than a 1-year program of training to prepare students for gainful employment in a recognized occupation and that meets the provision of Article 1.

¹The transient registration law (Pen. Code, § 290, subd. (a)(1)(C)) was amended by A.B. 2527 in 2004, and the new law was effective on January 1, 2005.

SAN DIEGO COMMUNITY COLLEGE DISTRICT
PART XXIII: SEX OFFENDER REGISTRATION ACT CERTIFICATION FORM

This certification provides notice to the Contractor that:

- Penal Code section 290.01 requires every person required to register pursuant to sections 290 to 290.009, inclusive, of the Sex Offender Registration Act who is carrying on a vocation at the community college for more than fourteen (14) days, or for an aggregate period exceeding thirty (30) days in a calendar year, shall, in addition to the registration required by the Sex Offender Registration Act, register with the campus police department within five calendar days of commencing employment at that community college on a form as may be required by the Department of Justice. The terms “employed or carries on a vocation” include employment whether or not financially compensated, volunteered, or performed for government or educational benefit.
- If the community college has no campus police department, the registrant shall instead register with the police of the city in which the campus is located or the sheriff of the county in which the campus is located if the campus is located in an unincorporated area or in a city that has no police department, on a form as may be required by the Department of Justice.
- The registrant shall also notify the campus police department within five (5) calendar days of ceasing to be employed, or ceasing to carry on a vocation, at the community college.

Contractor hereby acknowledges, under penalty of perjury, that it is aware of the provisions of section 290.01 of the Penal Code, and it will provide notice of the above provisions to all of its employees, subcontractors, and employees of subcontractors regardless of whether they are designated as employees or acting as independent contractors of the Contractor at least five (5) calendar days before commencing the performance of the Work of this Contract.

THE UNDERSIGNED WARRANTS THAT HE/SHE HAS THE AUTHORITY TO SIGN ON BEHALF OF AND BIND THE CONTRACTOR. THE DISTRICT MAY REQUIRE PROOF OF SUCH AUTHORITY.

Date: _____

Proper Name of Bidder: _____

Signature: _____

Print Name: _____

Title: _____

(The above certificate must be signed and filed with the awarding body prior to performing any Work under this Contract.)

SAN DIEGO COMMUNITY COLLEGE DISTRICT

PART XXV: W-9 AND VENDOR INFORMATION FORM

**THE COMPLETED W-9 AND VENDOR INFORMATION FORM
FOR THE SUCCESSFUL BIDDER WILL BE INSERTED HERE
AS PART OF THE FINAL EXECUTED CONTRACT**

SAN DIEGO COMMUNITY COLLEGE DISTRICT**PART XXVI: PLANS AND TECHNICAL SPECIFICATIONS****SCOPE OF WORK – GENERAL:**

The San Diego Community College District (hereinafter referred to as the "District") is requesting bids from qualified suppliers who can provide solutions for long term document storage. The scope is to provide a high-density mobile storage system for archived paper documents. This request includes any and all design, labor, service, support, implementation, maintenance, as well as supplies and equipment as required. Supplier must also remove, off-haul, and properly dispose of existing rack shelving system currently in place.

- Coordinate with the District for work as required to off-haul existing system and install proposed system.
- Protect and secure the area of work from damage to existing structure.
- Remove existing shelving and replace with a high-density mobile storage system.
- All demolition materials and generated waste shall be off-hauled and disposed of by the contractor according to the Debris Recycling Statement.
- High-density mobile storage system must include:
 - Freight and Installation
 - Multiple double-sided mobile carriages
 - 1 single-side static row
 - Wire mesh decking on all row levels
 - Capacity to accommodate (832) sections of pallet positions
 - 2 remote keypads, and 1 remote control
 - Battery backup
 - 5 year preventative maintenance
- System must be designed and constructed in accordance with California Building Code, the Americans with Disabilities Act (ADA) and all DSA interpretations for California Public Schools, specifically California Community Colleges.
- Contractor must install all electrical to make the mobile storage system fully functioning.
- This is a DSA project and will be subject to the following items:
 - Analysis and design of shelving anchorage of the stationary and mobile units to the carriage.
 - Analysis and design of carriage anchors to the concrete slabs.
 - Analysis and design of rail anchors to the concrete slabs.
- Mobile storage system must be designed and submitted to the District and DSA for approval.
- Mobile storage system proposed must be in compliance with California fire code.
- Proposed system must coordinate width of the drive aisle with the turning radius of the forklift we currently have.
- Contractor to ensure new system is safely operating and functioning as designed.
- Contractor must provide files to the District at DSA submittal and project closeout.
- Contractor will provide O&M manuals and all submittals electronically at project closeout.
- Contractor will provide training for all relevant personnel.
- District will provide testing and inspection as required by DSA.

Attachments Included are:

- Current First Floor Layout showing where proposed system (greyed out area) will be installed.
- Existing Electrical Panel “CI” Schedule