NOTICE TO CONTRACTORS

CRC SCIENCE & BUSINESS HYDRONIC REPLACEMENT - BID #16018

Notice is hereby given that the Board of Trustees of the Los Rios Community College District (District) will receive sealed bids for a lump sum contract according to the specifications prepared for Los Rios Community College District and described in general as: CRC SCIENCE & BUSINESS HYDRONIC REPLACEMENT- BID #16018.

The work shall consist of, but not limited to replacement of interior hydronic pipes in Science Buildings 100, 200, 300, 400 and Business Science Building, re-routing pipes into the roof and attaching to structure.

The Contractor shall include in the bid all labor, tools, transportation, equipment, services, incidentals, taxes and materials for a complete and working project in conformance with the Contract Documents.

The estimated construction cost of this project is $490,000.00. The time allowed for completion is May 24 through June 3 and August 5 through August 19 for all interior & ceiling work, total of 87 calendar days from the Notice to Proceed.

Work to be performed under the Contract Documents requires a California State License Board B-General Building Contractor or C20-Warm-Air Heating, Ventilating and Air-Conditioning Contractor or, C36-Plumbing Contractor. Effective July 1, 2014, all contractors and subcontractors who intend to bid on or perform work on public works projects must register and pay a fee to the Department of Industrial Relations pursuant to Labor Code section 1725.5 and provide evidence of registration for contract award. This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

A pre-bid project conference is scheduled for Wednesday, April 13, 2016, 10:00 A.M.. Attendance at the pre-bid conference is strongly recommended, as it may be the only opportunity for bidders to review the bidding documents with the Consultants and District. All interested parties should report to the Campus Police Department to obtain a temporary parking pass and directions to the job walk location, Cosumnes River College, 8401 Center Parkway, Sacramento, CA 95823. Southwest corner of Science Building.

Bids must be received at the Los Rios Community College District Facilities Management Office during the business hours of 8:00 AM through 4:30 PM, Monday through Friday, holidays excepted.

Bids will be accepted until Thursday, April 21, 2016, 2:00 P.M. at which time bids will be opened and read aloud at the address listed above in the Conference Room. No faxed bids will be accepted. Bids shall be submitted in a sealed envelope with the bid number, project name, and the bidder’s name, license number & address clearly marked on the front of the envelope. For purposes of the bid opening, the time of day shall be as shown on the public clock located at the same office as listed above.
Each bidder must submit a bid to the District on the bid forms provided in the Contract Documents. Said bid must be accompanied by one of the following: cash, cashier’s check, certified check, or original bid bond in the amount of ten percent (10%) of the lump sum bid, and made payable to the Los Rios Community College District. A surety, duly admitted to do business in the State of California by the California State Insurance Commissioner and rated no less than A-7 by AM Best, must issue bid bonds. A duly authorized principal of the bidder must sign said bid bond. The successful bidder must be able to bond 100% of the project cost and will be required to furnish payment and performance bonds with the executed Contract Documents.

Pursuant to section 1770, and following, of the California Labor Code, the Contractor shall pay not less than the prevailing rate of per diem wages as determined by the Director of the California Department of Industrial Relations. Copies of such prevailing rate of per diem wages are on file at the General Services Office of the Los Rios Community College District, 1919 Spanos Court, Sacramento, CA 95825. Those copies shall be made available to any interested party upon request. Independent of any other liability that may attach or be assessed, the Contractor shall forfeit, as penalty to the Los Rios Community College District, Fifty Dollars ($50.00) for each calendar day or portion thereof, for each worker paid less than the stipulated prevailing rates, with Certifiable Payroll, for any work done under the contract by him/her or by any subcontractor under him, in violation of the provisions of such Labor Code.

Pursuant to section 22300 of the Public Contract Code, the Contractor may substitute a deposit of securities in lieu of the Los Rios Community College District withholding any moneys to ensure Contractor’s performance under the Contract, or alternatively, request that the Los Rios Community College District make payment of retentions earned directly to Banner Bank as the escrow agent at the expense of Contractor pursuant to the escrow instructions included herein. The provisions of Public Contract Code section 22300 are incorporated herein by reference as though set forth in full, and shall govern the substitution of securities and/or escrow account.

Bona fide California licensed contractor bidders may secure copies of the proposed Project Manual/Specifications and Drawings from:

ARC Document Solutions
801 Broadway
Sacramento, CA 95818
Phone: 919-443-1322
Fax: 916-325-2455
Web: www.e-arc.com/location/sacramento
❖ No partial sets will be issued.
❖ Call for applicable charges.
❖ All charges are Non-Refundable.

Drawings and specifications may be examined at the following plan rooms:

Sacramento Builders’ Exchange
1331 T Street
Sacramento, CA 95814-7107
Phone: (916) 442-8991

Placer County Builders’ Exchange
231 Cherry Avenue, Suite 101
Auburn, CA 95603

Sacramento Builders’ Exchange
151 N. Sunrise Ave., Suite 511
Roseville, CA 95661
Phone: (916) 782-4762

El Dorado Builders’ Exchange
3430 Robin Lane, Suite 7
Cameron Park, CA 95682
All inquiries regarding this bid should be directed via phone (916) 568-3071 or fax (916) 568-3145 to Kim Carrillo, Senior Buyer, Contract Specialist, Los Rios Community College District.

The Los Rios Community College District and its Board of Trustees reserves the right to reject any or all bids received and/or waive any minor irregularity of a bid as the public good may require. All bids will remain subject to acceptance for 90 days after the day of the bid opening.

Dated: 04/01/2016
INSTRUCTIONS TO BIDDERS

(1) All portions of the bid form must be completed before the bid is submitted. Failure to do so may result in the bid being rejected as non-responsive. Attached to and submitted with the bid form, bidder shall provide the completed Contractor Qualifications, Non-Collusion Declaration signed by bidder, Statement of Compliance, Designation of Subcontractors-Bid Form, and the appropriate bid security. Failure to submit all required documents may result in the bid being rejected as non-responsive.

(2) An original of the bid form shall be filled in and submitted as the bid.

(3) Los Rios Community College District may have obtained one or more report(s) which are identified as follows: N/A. The report(s) may contain facts that may materially affect bidders’ bids. In addition, District has constructed other public works projects throughout the District, and obtained reports and other information in the course of the design and construction of those other public works construction projects, all of which may contain facts that may materially affect bidders’ bids. Bidders are strongly encouraged to inspect all of District’s reports, records and documents referred to above.

(4) A pre-bid conference has been scheduled at the site of the work; all bidders, subcontractors, material suppliers and others who may be working on the work of improvement are strongly encouraged to attend this pre-bid conference. Due to the facts and circumstances of this particular project, the pre-bid conference may be the only opportunity to conduct the pre-bid investigation of the site and satisfy the pre-bid obligations set forth in these Contract Documents. If a bidder (or others) attend the entirety of a scheduled pre-bid conference and need additional time to complete their investigation of the site, bidder must notify the District in writing, via certified or registered mail, no less than two days after the pre-bid conference, to request additional time. The written request must include an estimate of the amount of additional time required by bidder.

(5) Prior to submitting a bid proposal, each bidder shall examine carefully the site of the work and the Contract Documents, and shall satisfy itself as to the character, quality, and quantity of the surface and subsurface materials or obstacles to be encountered. The submission of a bid proposal shall be conclusive evidence that the bidder has satisfied itself through bidder’s own investigation as to the conditions to be encountered; the character, quality, and scope of work to be performed; the materials and equipment to be furnished; and all requirements of the Contract Documents. Where investigations of subsurface conditions have been made with respect to foundation or other structural design, and that information is made available to bidder or shown in the Contract Documents, said information represents only a statement as to the character of materials which have been actually encountered and is only made available or included for the convenience of bidders. Investigations of subsurface conditions are made for the purpose of design, and the District assumes no responsibility whatsoever with respect to the sufficiency or accuracy of borings, the log of test borings, or other investigations, or of the interpretation thereof, and there is no guaranty, either expressed or implied, that the conditions indicated are representative of those existing throughout the work, or any part of it, or that unanticipated conditions may not occur. When a log of test borings is made available to bidder or included in the Contract Documents, it is expressly understood and agreed that said log of test borings does not constitute a part of the Contract, and represents only an opinion of the District as to the character of the materials to be encountered, and is made available or included in the Contract Documents only for the convenience of the bidders. Making such information available to bidders is not to be construed in any way as a waiver of the requirement that bidders perform their own investigation, and bidders must satisfy themselves, through their own investigations, as to conditions to be encountered.

(6) Following the public opening of bids, the District may request that the apparent low bidder complete the Contractor Qualification Questionnaire included in these Contract Documents and furnish...
all required supporting documentation to enable the District to determine whether the apparent low bidder is qualified to perform the work described in the Contract Documents and/or is a responsible contractor. By submission of a bid, bidder agrees to complete the Contractor Qualification Questionnaire, furnish all required attachments, sign the Contractor Qualification Questionnaire, all in strict conformance with the requirements of the Contract Documents and Contractor Qualification Questionnaire, and return to the District’s Representative within ten days of District’s request. If bidder fails or refuses to complete the Contractor Qualification Questionnaire, furnish all required attachments, sign the Contractor Qualification Questionnaire, or return it to the District’s Representative within ten days of District’s request, bidder will not be considered for award of the contract, and further, bidder agrees that the Los Rios Community College District may award the work to another bidder, call for new bids, or such other action as the District deems appropriate. In such event, the bidder shall be liable to the Los Rios Community College District for the difference between the amount of the disqualified bid and the larger amount for which the District procures the work plus all of the District’s costs, damages, expenses and liabilities.

(7) If for any reason the District elects to not award the contract to the apparent low bidder, the District may request in writing that the apparent second lowest bidder complete the Contractor Qualification Questionnaire and furnish all required supporting documentation to enable the District to determine whether the second low bidder is qualified to perform the work described in the Contract Documents. If for any reason the District elects to not award the contract to the apparent second lowest bidder, the District may request the third lowest bidder to complete the Contractor Qualification Questionnaire and furnish all required supporting documentation, and so on.

(8) If the District receives from a bidder within the time set forth in these Contract Documents, a complete Contractor Qualification Questionnaire and all required supporting documentation as required by the Contract Documents, and if the District determines that a bidder is not qualified to perform the work required by the Contract Documents, and if the District elects to not award the Contract to that bidder, the District will promptly return that bidder’s bid security.

(9) All Bid protests shall be filed in writing with the Purchasing Department, Los Rios Community College District, 1919 Spanos Court, Sacramento, California, 95825 by personal delivery or certified or registered mail, so that it is received by Los Rios Community College District, not later than five (5) working days after the bid opening or three (3) working days after bid submissions are made available to the public, whichever date is later.

(10) The Contractor agrees to complete all of its work required in the Contract Documents, or any subsequent revisions or modifications thereto, within the time specified in the Bid Form, subject to Change Orders increasing or decreasing the time specified. If the Contractor fails to complete all its obligations within the time specified in the Contract, the Contractor shall pay to the District, as liquidated damages, the sum of Five Hundred Dollars ($500.00) per day for each consecutive calendar day the work remains uncompleted for the first thirty (30) days beyond the time specified in the Contract for completion. After the first thirty (30) days beyond the time specified in the Contract Documents for completion, liquidated damages will remain increase to the sum of One Thousand Five Hundred Dollars ($1,500.00) per day for each calendar day that the work remains uncompleted.

(11) Bidder shall carefully review all plans and specifications, prior to submitting its bid, to determine if there are any discrepancies, inconsistencies, disagreements, errors or omissions therein. If any such discrepancies or apparent errors are found in the Contract Documents prior to the date of bid opening, bidders shall submit a written request for clarification to the District Purchasing Department, which response to said request will be given in the form of addenda to all bidders, if time permits. Otherwise, in figuring the work, bidders shall consider that any discrepancies or conflict between Contract Documents shall be governed by Article 8, Intent of Plans and Specifications, and Article 12,
Conformance with Codes and Standards, of the General Conditions. To the fullest extent permitted by Public Contract Code section 1104 and applicable law bidder/contractor hereby waives any claim and any damages therefor arising out of or connected in any way with any claimed or actual discrepancy, disagreement, inconsistency, error or omission in the plans and specification, of any nature whatsoever, which reasonably could have been discovered by a reasonably prudent bidder upon a careful examination prior to submission of its bid. The correction of any discrepancies in, or omissions from the drawings, specifications, or other Contract Documents, or any interpretation thereof, during the bidding period will be made only by a written addendum issued by the District. Any other interpretation or explanation of such documents will not be considered binding.

(12) The Contractor’s bid proposal shall be made on the form provided, with all items filled out, and properly signed. The bid proposal shall be signed in longhand, by the Contractor if an individual, by a member of the partnership, or by an officer of a corporation authorized to sign contracts in its behalf. If made by a corporation, the bid proposal shall show the name of the State under the laws of which the corporation is chartered or organized. Bidders are warned against making erasures or alterations of any kind on their bid proposal. Bid proposals which contain omissions, erasures, alterations, conditions, or additions not called for, may be rejected. The bid proposal shall be enclosed in a sealed envelope having the bid number, name of the Project, as it appears on the bid proposal, and the name, license number and address of the bidder shown thereon.

(13) In accordance with California Public Contract Code, Chapter 4 (commencing with section 4100), Part 1, Division 2 (Subletting and Subcontracting Fair Practices Act), each bid proposal shall have listed on the form provided with the bid proposal: (a) the name, license number, DIR number, and location of the place of business of each subcontractor who will perform work or labor or render service to the general contractor, in or about the construction of the work or improvement, or a subcontractor licensed by the State of California, who, under subcontract to the general contractor, specially fabricates and installs a portion of the work or improvement according to detailed drawings contained in the plans and specifications, in an amount in excess of one-half of one percent (0.5%) of the general contractor’s total bid, and (b) the portion of the work which will be done by each subcontractor. The Contractor shall list only one subcontractor for each such portion as defined by the Contractor in Contractor’s bid. For each subcontractor, Contractor shall verify the subcontractor has registered pursuant to Labor Code 1725.5. If Contractor fails to specify a subcontractor for any portion of the work to be performed under this Contract in excess of one-half of one percent (0.5%) of the total bid, Contractor agrees to perform that portion itself.

(14) A bid proposal may be withdrawn at any time prior to the hour fixed in the Notice to Contractors for the opening of bids by a written request of the bidder, filed with the District. The withdrawal of a bid will not prejudice the right of a bidder to file a new bid proposal within the time prescribed.

(15) Bid proposals will be opened and read publicly at the time and place indicated in the Notice to Contractors, or as soon thereafter as is reasonable. Bidders or their representatives and others interested are invited to be present.

(16) The proposal must be accompanied by cash, a bid bond, certified check, or cashier’s check in an amount not less than ten percent (10%) of the amount bid. The bid’s bond must be on the form furnished by the District and signed in favor of the District, and the certified check or cashier’s check must be made payable to the Los Rios Community College District. The bidder shall pay to the District such sums from said cash, bond, certified check, or cashier’s check as necessary to reimburse the District for costs incurred for failure of the successful bidder to complete, sign and return in strict compliance with these Contract Documents, all documents required by these Contract Documents. The amount of
said cash, bond, certified check, or cashier’s check shall not be deemed to constitute a penalty or liquidated damages. The District shall not be precluded by such cash, bond, certified check, or cashier’s check from recovering from the defaulting bidder damages in excess of the amount of said cash, bond, certified check, or cashier’s check incurred as a result of the failure of the successful bidder to complete, sign and return in strict compliance with these Contract Documents, all documents required by these Contract Documents.

(17) After the bid proposals have been opened and read, they will be checked for accuracy and compliance with these Contract Documents. Bid prices shall include everything necessary for the completion of construction and fulfillment of the Contract, including, but not limited to, furnishing all materials, equipment, tools, excavation, sheeting, bracing and supports, plant labor and services, except as may be provided otherwise in the Contract Documents. When a price is quoted in both words and figures, the words shall prevail in case of a discrepancy. Bid prices shall include allowance for all taxes, including, but not limited to, all federal, state, and local taxes. The District expressly reserves the right to reject any and all bid proposals; to waive any minor irregularity in a bid; and to accept one schedule of a bid proposal and reject another.

(18) The bidder shall be licensed under the provisions of Chapter 9, Division 3, of the Business and Professions Code of the State of California to do the type of work contemplated in the Project, and shall be skilled and regularly engaged in the general class or type of work called for under this contract. All contractors and subcontractors must be registered and qualified to perform public work pursuant to Labor Code section 1725.5.

(19) More than one bid proposal from any individual, firm, partnership, corporation, or association, under the same or different names, will not be considered. Reasonable grounds for believing that any bidder is interested in more than one bid proposal for the work will cause the rejection of all bid proposals in which such bidder is interested. If there is reason to believe that collusion exists among the bidders, none of the participants in such collusion will be considered. Any bid proposal in which the prices obviously are unbalanced may be rejected.

(20) Attention is directed to the provisions of Public Contract Code section 5100, and following, concerning relief of bidders, and in particular to the requirement therein that if the bidder claims a mistake was made in Contractor’s bid, the bidder shall give the District written notice within five (5) days after opening of the bids of the alleged mistake, specifying in the notice in detail how the mistake occurred.

(21) Award of the Contract, if awarded at all, will be to the lowest responsive responsible bidder whose bid proposal complies with the specified requirements. The award, if it be awarded, will be made by the District within ninety (90) days after opening of the bid proposals. The low bid will be determined by adding the sum of the base bid and all alternates (if any). The District reserves the right to include in the Contract, if a Contract is awarded, the base bid only, or the base bid plus any alternate bid or combinations of alternates bid.

(22) When the award of the contract has been made, the bid proposal guarantees accompanying the three lowest bids shall be retained. All other guarantees for bids not to be further considered in making the award will be returned. The retained guarantees will be returned when the Contract has been fully signed.

(23) A Contract shall be signed by the successful bidder in quadruplicate on the form provided and returned, together with the contract bonds and Certificates of Insurance, within ten (10) days after receipt of the forms. After signing by the District, one copy will be delivered to the Architect, and one copy shall be returned to the Contractor. If the bidder to whom the award is made fails or refuses to enter
into the Contract within ten (10) calendar days from the time the Contract forms are first received by the Contractor, Section 16, shall be triggered and these Instructions to Bidders shall apply. The District may then award the Contract to the second lowest responsive responsible bidder. This will be done after the failure or refusal of the low bidder to enter into the Contract, as is convenient for the District. If the second lowest responsive responsible bidder fails or refuses to enter into the Contract, then Section 16 of these Instructions to Bidders shall apply to that Contractor. The District may then award the Contract to the third lowest responsive responsible bidder and so on.

(24) Contractor shall, before beginning the work, provide District and Architect with a list of all subcontractors and material suppliers that Contractor intends to use on or about the work whose contribution is in excess of five (5) percent of the total bid, including for each listed subcontractor or supplier, the amount of the subcontract, the subcontractor or material supplier’s address, telephone number, facsimile number, its contractor’s license number and DIR number (where applicable).

[ ] APPRENTICESHIP CLAUSE: If box is checked, the following also applies:

In order to ensure enhanced job safety and the quality of work by properly trained certified electrical contractors, a minimum of fifty percent (50%) of all journeyman electricians utilized by Contractor shall be graduates of a State of California Approved Apprenticeship Program. A minimum of fifteen percent (15%) of the jobsite electricians utilized by the Contractor shall be OSHA 10-hour General Industry Safety & Health Certified. Further, Contractor shall use at least one jobsite electrician who shall be OSHA 30-hour General Industry Safety and Health Certified.
BID FORM

FOR: CRC SCIENCE & BUSINESS HYDRONIC REPLACEMENT

SUBMIT BID TO:

If US Mail
TO: LRCCD Board of Trustees
Attn: Purchasing Dept.
3753 Bradview Drive
Sacramento, CA 95827

If Hand-Delivered
TO: LRCCD Board of Trustees
Attn: Purchasing Dept.
3753 Bradview Drive
Sacramento, CA 95827

LOCATION OF BID OPENING:

Los Rios Community College District Facilities Management
Purchasing Department
3753 Bradview Drive
Sacramento, CA 95827

BID FROM: ____________________________________________

(Name of firm submitting Bid Proposal)

_________________________________________________________

(Address)

_________________________________________________________

(City, State, Zip Code)

_________________________________________________________

(Telephone) (Fax)

DATE BID SUBMITTED: ___________________________________

NOTE:

1) All portions of the bid form must be completed before the bid is submitted. Failure to do so may result in the bid being rejected as non-responsive. Attached to and submitted with this bid form, bidder must provide the completed Contractor Qualifications, Non-Collusion Declaration signed by bidder, Statement of Compliance, Designation of Subcontractors-Bid Form, the appropriate bid security and any other documents required by the Contract Documents. Failure to submit all required documents may result in the bid being rejected as non-responsive.

2) The bidder agrees that each addendum received and acknowledged herein shall become a part of and included in this bid proposal. The bidder agrees the bid proposal includes the following addenda (SEPARATELY LIST EACH ADDENDUM RECEIVED):

Addendum No. ____ Dated ___________ Addendum No.____ Dated__________
Addendum No. ____ Dated ___________ Addendum No.____ Dated__________
Addendum No. ____ Dated ___________ Addendum No.____ Dated__________

The bidder agrees to perform the Base Bid work for the lump sum of:
Dollars $________________
(Specify total dollar amount in words printed or typed) (In figures)

TOTAL BID _________________________________________ Dollars $____________________
Total bid amount shall include the base bid amounts and the sum of all alternates
The lowest responsive bid shall be determined based on the sum of the base bids, all additive and all
deductive alternates.

3) There is herewith enclosed cash, a bid bond for the benefit of, or a certified check or cashier’s
check for ten percent (10%) of the amount of the bid submitted, made payable to Los Rios Community
College District in the amount of:

Dollars $________________
(Specify total dollar amount in words printed or typed) (In figures)

4) The bidder, having the appropriate active license required by the State of California; and
having carefully read and examined the plans, specifications, and all related bidding documents as
prepared by the Los Rios Community College District for the project described as: CRC SCIENCE &
BUSINESS HYDRONIC REPLACEMENT- BID # 16018 having performed a full and complete
examination of the site of the proposed work and all information available to bidder, and being familiar
with all the conditions related to the proposed work, including the availability of materials, equipment,
and labor, hereby offers to furnish all labor, materials, tools, transportation, services, equipment and taxes
necessary to complete the work of the described project in accordance with the Contract Documents, and
to complete all requirements of the Contract Documents for the sums quoted in this Bid Form. The
bidder agrees that it will not withdraw its bid within ninety (90) days after the bid deadline. If the bidder
is selected as the apparent lowest responsive responsible bidder, the bidder agrees, within ten (10) days
after receipt of notice of selection, to sign and deliver the Contract, and to furnish the Performance Bond,
the Payment Bond, Certificates of Insurance, and other required items.

5) The bidder agrees that if the bidder is selected as the apparent lowest responsive responsible
bidder, and the bidder fails to sign the Contract and furnish the Performance Bond, the Payment Bond,
Certificates of Insurance, or any other required items in proper form and in proper amounts within the
time limit specified in the Contract Documents, the Los Rios Community College District may award the
work to another bidder or call for new bids. In such event, the bidder shall be liable to the Los Rios
Community College District for the difference between the amount of the disqualified bid and the larger
amount for which the District procures the work plus all of the District’s costs, damages, expenses and
liabilities arising from bidder’s failure to sign the Contract and/or furnish the required documents.

6) The bidder, if awarded the Contract, agrees to complete all work required by these Contract
Documents, in strict compliance with these Contract Documents, within the prescribed calendar days
from the start date specified in the Notice to Proceed.

BIDDER’S FIRM:

Bidder is a: (circle one)
Corporation Partnership Individual Joint Venture
Other: ___________________________
(Specify)

Names and Titles of Key Members of Firm:
(Name of person signing the bid on behalf of the bidder and all general partners, if a partnership, must be included.)

Name of President if a Corporation:

(Print or Type Name)

Name of Secretary if a Corporation:

(Print or Type Name)

Corporation is organized under the laws of the State of:

________________________________________________

DIR Number:

________________________________________________

California Contractors License(s):

________________________________________________

Name of License(s):

Classification(s)    Number    Expiration Date

(For Joint Ventures, list Joint Venture’s license or licenses for all Joint Venture partners.)

By submission of this bid, bidder certifies:

I am aware of the provisions of section 3700 of the Labor Code which requires 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 award of this Contract.

Corporate Seal:
Name of Bidder’s Firm: ____________________________________________________________

Address: _____________________________________________________________________
                                                                                     _____________________________________________________________________
                                                                                     _____________________________________________________________________

By: __________________________________________________________________________
    (Signature)

    __________________________________________________________________________
    (Print Name)

    __________________________________________________________________________
    (Title)

By: __________________________________________________________________________
    (Signature)

    __________________________________________________________________________
    (Print Name)

    __________________________________________________________________________
    (Title)

    (If signature is by other than the sole proprietor, general partner, or corporate officers, attach an
    original Power of Attorney.)

The Los Rios Community College District and its Board of Trustees reserves the right to reject any or all
bids received and/or waive any minor irregularity of a bid as the public good may require.
CONTRACTOR QUALIFICATIONS

This form must be completed, signed by bidder, and submitted to Los Rios Community College District along with bidder’s bid. Failure to complete, sign and submit with bidder’s bid may result in bidder’s bid being rejected as not responsive.

Los Rios Community College District has determined that bidders must meet the following minimum qualifications to bid the work of improvement contemplated herein:

1. Have possessed a valid, active and in good standing with the State Contractor’s License Board, B-General Building Contractor or C20-Warm-Air Heating, Ventilating and Air-Conditioning Contractor or, C36-Plumbing Contractor for a minimum of 5 years.

2. Have completed to the owner’s satisfaction, no less than Three (3) projects as a California licensed contractor performing construction work of the type required under this bid, Two (2) of which must have an original contract price of no less than $416,500.00 within the past five years prior to the date of bid opening

3. Currently (as of the date of bid opening) or within the preceding three years, not have any adverse final disciplinary actions by the Contractor’s State License Board, suspensions, disbarments, or similar proceedings (including stipulated agreements), restricting, limiting or prohibiting bidder from bidding or performing other contracts for any other public agency.

4. Currently (as of the date of bid opening), have registered and paid the fee to the Department of Industrial Relations pursuant to Labor Code section 1725.5.

I, being the ________________________________ (insert title, must be an officer of bidder) of bidder herein, declare under penalty of perjury under the laws of the State of California, that bidder meets all of the minimum criteria set forth above.

________________________________________________________________________
Signature

________________________________________________________________________
Print Name

________________________________________________________________________
Title

________________________________________________________________________
Date
NON-COLLUSION DECLARATION

“NON-COLLUSION DECLARATION TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID”

In accordance with Public Contract Code Section 7106, the bidder shall include with its bid the following declaration signed under penalty of perjury:

“The undersigned declares:

I am the ______________________ [TITLE] of ______________________ [BIDDER],
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].”

Bidder’s Signature: ____________________________________________

Bidder’s Name and Title (Print): _________________________________

Date: ____________________________________________________________________
STATEMENT OF COMPLIANCE

(Company Name)
(hereinafter referred to as "prospective Contractor") hereby certifies, unless specifically exempted, compliance with Government Code section 12990 and California Administrative Code, Title II, Division 4, Chapter 5, in matters relating to the development, implementation, and maintenance of a nondiscrimination program. Prospective Contractor agrees not to unlawfully discriminate against any employee or applicants for employment because of race, religion, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identify, gender expression, age (over 40), sexual orientation, or military or veteran status.

(Name of Official)
hereby swear that I am duly authorized to legally bind the prospective Contractor to the above-described certification. I am fully aware that this certification, signed on ______________________ [DATE] in the County of _________________________ [COUNTY], is made under the penalty of perjury under the laws of the State of California.

___________________________________________
(Signature)

___________________________________________
(Print Title)

(Name of person signing the bid on behalf of the bidder and all general partners, if a partnership, must be included.)
**DESIGNATION OF SUBCONTRACTORS - BID FORM**

In compliance with the provisions of section 4100 through 4114, inclusive, of the Public Contract Code, and any amendments thereto, each bidder shall set forth in his or her bid, the name and location of the place of business of each subcontractor who will perform work or labor or render service to the prime contractor in or about the construction of the work or improvement, or a subcontractor licensed by the State of California who, under subcontract to the prime contractor, specifically fabricates and installs a portion of the work or improvement according to detailed drawings contained in the plans and specifications, in an amount in excess of one-half of 1 percent of the prime contractor’s total bid and the portion of the work which will be done by each subcontractor under this act. The prime contractor shall list only one subcontractor for each portion as is defined by the prime contractor in his or her bid. Where no subcontractor is listed for any portion of the work listed, the prime contractor represents that he/she is competent, experienced, licensed and equipped to do that portion of the work and that it will not be subcontracted. **Contractor shall verify that each subcontractor has registered and paid a fee to the Department of Industrial Relations pursuant to Labor Code section 1725.5.**

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<tr>
<th>PORTION OF WORK</th>
<th>NAME OF SUBCONTRACTOR</th>
<th>DIR REG. VERIFIED* (YES/NO)</th>
<th>LICENSE NUMBER</th>
<th>BUSINESS LOCATION</th>
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NAME OF CONTRACTOR: ________________________________________

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BID BOND

Know all persons by these presents:

That we, _______________________ , as Principal, and ______________________, as Surety, are held and firmly bound unto Los Rios Community College District, hereinafter called District, the sum of ten percent (10%) of the total bid amount of Principal for payment of which in lawful money of the United States, 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 the above obligation is such that, whereas, the Principal has submitted a bid for the work described as follows: CRC SCIENCE & BUSINESS HYDRONIC REPLACEMENT - BID #16018.

Now, therefore, if Principal shall not withdraw said bid within the time period specified after the bid date, as defined in the bidding documents, or within ninety (90) days after the bid date if no time period is specified, and, if selected as the apparent lowest responsive responsible bidder, Principal shall, within the time period specified in the bidding documents: Enter into a written agreement, in the form prescribed in the bidding documents, in accordance with its bid; file with the District all bonds required to be filed, including but not limited to faithful performance and payments bonds; and, furnish certificates of insurance and all other items required by the bidding documents.

In the event of the withdrawal of said bid within the time period specified, or within ninety (90) days if no time period is specified, or the failure of Principal to enter into such agreement and furnish such bonds, certificates of insurance, and all other items as required by the bidding documents, if Principal shall pay to the District an amount to the difference, between the amount specified in said bid and such larger amount for which the District procures the work covered by the bid, if the latter is in excess of the former, then this obligation shall be null and void, otherwise to remain in full force and effect.

In the event suit is brought upon this bond by District, in addition to the penal sum of this Bid Bond, Surety shall pay reasonable attorneys’ fees and costs incurred by District in such suit.

Surety hereby expressly waives the provisions of California Civil Code section 2845.

In witness whereof, we have hereunto set our hands this ___ day of ____________, 20____.

Principal: _______________________   Surety: _______________________
(Name of firm)   (Name of firm)

By: ____________________________   By: ____________________________
Title: ____________________________   Title: ____________________________

Broker Name or Agent Name: ___________________________________________

License Number: ______________________________________________________

Bond or company appointment must be listed with the CA Department of Insurance
Notary acknowledgments for Surety and Surety’s Power of Attorney must be attached.

Address for Notices: ___________________________________________________
CONTRACT

CRC  SCIENCE & BUSINESS HYDRONIC REPLACEMENT - BID # 16018

THIS CONTRACT, made and entered into this ______ day of ____________________, 20_______ between Los Rios Community College District, a political subdivision of the State of California, hereinafter referred to as District, and ______________________________, hereinafter referred to as Contractor;

WITNESSETH:

WHEREAS, the Board of Trustees of said District heretofore caused plans and specifications for the work hereinafter mentioned to be prepared, and thereafter did approve and adopt said plans and specifications; and,

WHEREAS, the Board of Trustees of said District did cause to be noticed for the time and in the manner required by law a Notice inviting sealed bids for the performance of said work; and,

WHEREAS, Contractor, in response to such Notice, submitted to the Board of Trustees of said District within the time specified in said Notice, and in the manner provided for therein, a sealed bid for the performance of the work specified in said plans and specifications, which said bid proposal, and the other bid proposals submitted in response to said Notice, the Board of Trustees of said District publicly opened and canvassed in the manner provided by law; and,

WHEREAS, Contractor was the lowest responsive responsible bidder for the performance of said work, and said Board of Trustees of said District, as a result of the canvass of said bids, did determine and declare Contractor to be the lowest responsive responsible bidder for the work and award to him/her a contract therefore.

NOW, THEREFORE, in consideration of the above, it is mutually agreed between the parties hereto as follows, to wit:

SCOPE OF WORK:

The work shall consist of, but not limited to replacement of interior hydronic pipes in Science Buildings 100, 200, 300, 400 and Business Science Building, re-routing pipes into the roof and attaching to structure.

TERMS AND CONDITIONS

This Contract, and the Contract Documents, consist of the Contract Documents identified in the General Conditions, Article 2, all of which are incorporated herein by reference as though set forth in full, and all of which are part of this Contract, and Contractor and District agree to comply with and fulfill all obligations, promises, covenants and conditions imposed upon each of them in the Contract Documents. All of said work done under this Contract shall be performed to the satisfaction of the Board of Trustees of said District, or its representative, who shall have the right to reject any and all materials and supplies furnished by Contractor which do not strictly comply with said plans and specifications, together with the right to require Contractor to replace any and all work furnished by Contractor which shall not either in Workmanship or material be in strict accordance with said plans and specifications.
Upon condition the Contractor faithfully performs its obligations herein, District agrees to authorize and make payment to Contractor (subject to the terms and conditions of the Contract Documents) the sum of:

__________________________ Dollars $________________
(Specify total dollar amount in words printed or typed) (In figures)

IN WITNESS WHEREOF, District and Contractor have caused this Agreement to be signed as of the day and year first above written.

DISTRICT:

Los Rios Community College District
By the Board of Trustees

By: ______________________________
Date: ____________________________

CONTRACTOR:

By: ______________________________
(Signature of Authorized Agent)
Date: ____________________________

(If signature is by other than the sole proprietor, general partner, or corporate officers, attach an original Power of Attorney.)
PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS, THAT WHEREAS, the Los Rios Community College District, State of California, hereinafter designated as the "Obligee," has on _______________ [DATE], awarded to ________________________________ [CONTRACTOR] hereinafter designated as "Principal," a contract for:

CRC SCIENCE & BUSINESS HYDRONIC REPLACEMENT - BID # 16018

WHEREAS, said Principal is required to furnish a bond in connection and with said contract, providing that if said Principal, or any of his/her or its subcontractors, shall fail to pay for any materials, provisions, or other supplies used in, upon, for, or about the performance of the work contracted to be done, or for any work or labor done thereon of any kind, the Surety on this bond will pay the same to the extent hereinafter set forth:

NOW, THEREFORE, We, the Principal, and ___________________________________ as Surety are held and firmly bound unto the Obligee 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 said Principal, or any of his/her or its subcontractors, shall fail to pay any of the persons named in section 9100 of the Civil Code of the State of California, or any amounts due under the Unemployment Insurance Code with respect to such work or labor performed under the contract, or for any amounts required to be deducted, withheld, and paid over to the Employment Development Department of the State of California, from the wages of employees of the Principal and subcontractors pursuant to section 13020 of the Unemployment Insurance Code of the State of California with respect to such work or labor, as required by the provisions of section 8150 and following of the Civil Code of the State of California, then said Surety will pay the same in, or to an amount not exceeding the amount, herein above set forth, and also will pay, in case suit is brought upon this bond, reasonable attorneys’ fees to such claimant and to the Obligee to be fixed by the Court.

This bond is issued pursuant to Civil Code sections 9550 through 9566, inclusive, of the State of California, and shall inure to the benefit of any and all persons, companies, and corporations named in section 9100 of said Civil Code so as to give a right of action to them or their assigns in any suit brought upon this bond.

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 work to be performed thereunder, or 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 work or to the specifications. Said Surety hereby waives the provisions of sections 2819 and 2845 of the Civil Code of the State of California. If the contract amount increases by issuance of change order(s), the amount specified in this bond shall increase by the same amount.
IN WITNESS WHEREOF, the above-bounden parties have signed this instrument under their seals this ___ day of _________________, 20___, the name and corporate seal of each corporate party being hereto affixed, and these presents duly signed by its undersigned representatives, pursuant to authority of its governing body.

(Seal)
Principal

______________________________
Signature for Principal

______________________________
Title of Signatory

(Seal)
Surety

______________________________
Signature of Surety

______________________________
Title of Signatory

______________________________
Broker Name or Agent Name

License Number

Bond or company appointment must be listed with the CA Department of Insurance

The signature of the Attorney-In-Fact for the Surety must be acknowledged by a Notary Public. These bonds must be accompanied by a current Power of Attorney appointing such Attorney.
KNOW ALL MEN BY THESE PRESENTS, THAT WHEREAS, the Los Rios Community College District, State of California, hereinafter designated as the "Obligee," has on

[DATE], awarded to ________________________________ [CONTRACTOR] hereinafter designated as "Principal," a contract for:

CRC SCIENCE & BUSINESS HYDRONIC REPLACEMENT- BID # 16018

WHEREAS said Principal is required, under the terms of the 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 Obligee 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 bounden Principal, his/her or its heirs, executors, administrators, successors, or assigns shall in all things stand to and abide by, and well and truly keep and faithfully perform the covenants, conditions, and agreement in the said Contract and contract documents, the terms of which are incorporated herein by this reference as if set forth in full and any alterations made as therein provided, on his, its or their part to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless the Obligee, 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 Surety, in the event suit is brought on this bond, will pay to the Obligee such reasonable attorneys’ fees to be fixed by the Court, in addition to the penal sum.

As a condition precedent to the satisfactory completion of the said Contract, the above obligations shall remain in full force and effect for the maximum period of time allowed by applicable law (including any and all applicable statutes of limitation or repose), and commensurate with the obligations owed by the Principal to the Obligee, both before and after the completion and acceptance of the said work; during which time if the above bounden Principal, his/her or its heirs, executors, administrators, successors, or assigns shall fail to complete said work or make full, complete, and satisfactory repair and replacements or totally protect the Obligee from any loss or damage made evident during said period and resulting from or caused by defective materials or faulty workmanship in the prosecution of the work done, the Surety shall well and truly keep and faithfully perform the covenants, conditions, and agreement in the said Contract and contract documents, and as required under any and all applicable laws. The obligation of the Surety hereunder shall continue in full force and effect for so long as any obligation of the Principal remains in accordance with the Contract and under any applicable law.

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 work to be performed thereunder, or 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 work or to the specifications. Said Surety hereby waives the provisions of section 2819 and 2845 of the Civil Code of the State of California. If the contract amount increases by the issuance of change order(s), the penal sum specified in this bond shall increase by the same amount.

IN WITNESS WHEREOF, the above bounden parties have signed this instrument under their seals this ______________ day of ______________, 20__, the name and corporate seal of each corporate party being hereto affixed, and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

(SEAL)

Principal

Signature for Principal

Title of Signatory

(SEAL)

Surety

Signature of Surety

Title of Signatory

Broker Name or Agent Name

License Number

Bond or company appointment must be listed with the CA Department of Insurance

The signature of the Attorney-In-Fact for the Surety must be acknowledged by a Notary Public, and this bond must be accomplished by a current Power of Attorney appointing such Attorney-In-Fact.
ESCROW AGREEMENT FOR SECURITY DEPOSITS
IN LIEU OF RETENTION

THIS ESCROW AGREEMENT made this _______ day of __________________, 20___, is entered into by and between

Los Rios Community College District
1919 Spanos Court
Sacramento, CA 95825
hereinafter called “District” and

______________________________________
______________________________________

hereinafter called “Contractor” and

Banner Bank
1750 Howe Avenue, Suite 100
Sacramento, CA 95825
(916) 648-2785
hereinafter called “Escrow Agent”.

For the consideration hereinafter set forth, the District, Contractor, and Banner Bank agree as follows:

(1) Pursuant to section 22300 of the Public Contract Code of the State of California, Contractor has the option to deposit securities with the Banner Bank as a substitute for retention earnings required to be withheld by District pursuant to the Construction Contract entered into between the District and Contractor for the

CRC SCIENCE & BUSINESS HYDRONIC REPLACEMENT - BID # 16018

in the amount of ________________________________ Dollars ($______________)
dated ________________________________ (hereinafter referred to as the "Contract"). Alternatively, on written request of the Contractor, the District shall make payments of the retention earning directly to Banner Bank.

When Contractor deposits the securities as a substitute for Contract earnings, Banner Bank shall notify the District in the form of Exhibit ‘A’ within ten days of the deposit. The market value of the securities at the time of the substitution shall be at least equal to the cash amount then required to be withheld as retention under the terms of the Contract between the District and Contractor. Securities shall be held in the name of Los Rios Community College District, and shall designate the Contractor as the beneficial owner.

(2) The District shall make progress payments to the Contractor for such funds which
otherwise would be withheld from progress payments pursuant to the Contract provisions, provided that Banner Bank holds securities in the form and amount specified above.

(3) When the District makes payment of retentions earned directly to Banner Bank, Banner Bank shall hold them for the benefit of the Contractor until the time that the escrow created under this contract is terminated. The Contractor may direct the investment of the payments into securities. All terms and conditions of this agreement and the right and responsibilities of the parties shall be equally applicable and binding when the District pays Banner Bank directly.

(4) Contractor shall be responsible for paying all fees for the expenses incurred by Banner Bank in administering the escrow account and all expenses of the District. These expenses and payment terms shall be determined by the District, Contractor and Banner Bank.

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

(6) Contractor shall have the right to withdraw all or any part of the principal in the Escrow Account only by written notice to Banner Bank accompanied by written authorization from District to Banner Bank that District consents to the withdrawal of the amount sought to be withdrawn by Contractor.

(7) The District shall have a right to draw upon the securities in the event of default by the Contractor. Upon seven days’ written notice in the form of "Exhibit C" to Banner Bank from the District of the default, Banner Bank shall immediately convert the securities to cash and shall distribute the cash as instructed by the District.

(8) Upon receipt of written notification from the District in the form of Exhibit ‘B’ certifying that the Contract is final and complete, and that the Contractor has complied with all requirements and procedures applicable to the Contract, Banner Bank shall release to Contractor all securities and interest on deposit less escrow fees and charges of the Escrow Account. The escrow shall be closed immediately upon disbursement of all monies and securities on deposit and payments of fees and charges.

(9) Banner Bank shall rely on the written notifications from the District and the Contractor pursuant to sections (5) to (8), inclusive, of this agreement and the District and Contractor shall hold Banner Bank harmless from Banner Bank’s release and disbursement of the securities and interest as set forth above.

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

Title

Name

Signature

Address

Address

On behalf of Contractor: ____________________________________________

Title

Name

Signature

Address

Address

On behalf of Banner Bank: _________________________________________

Title

Name

Signature

Address

Phone Number

Escrow Account Number

Escrow No. ____________

At the time the Escrow Account is opened, the District and Contractor shall deliver to Banner Bank a fully executed counterpart of this Agreement.
IN WITNESS WHEREOF, the parties have executed this Agreement by their proper officers on the date first set forth above.

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<th>Contractor</th>
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<td>Signature</td>
<td>Signature</td>
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CERTIFICATION OF DEPOSIT OF SECURITIES

Banner Bank as Escrow Agent in that certain Escrow Agreement for Deposit of Securities in Lieu of Cash Retention on Public Works Project between the Los Rios Community College District, a political subdivision of the State of California (referred to as District) and ________________________________________________, (referred to as Contractor)

and Banner Bank (referred to as Escrow Agent), dated __________________________, hereby certifies to the District that the said Escrow Agent has received from the specified Contractor, securities eligible for investment under section 22300 of the Public Contract Code having a value of not less than ________________________________________________ Dollars ($___________________)

The said Escrow Agent agrees to hold said Contractor securities until such time as the said Escrow Agent has received notification from the District that the construction contract has been accepted and the Escrow Agent is authorized to release the securities. The Escrow Agent further certifies that upon written demand by the District, the Escrow Agent shall cause sufficient securities to be sold from those so deposited by the said Contractor and shall pay to the District the amount specified in the demand, provided such demand does not exceed the amount specified as the minimum value of the securities herein.

Date: ______________________, at _____________________________________________, California

Banner Bank

By: _______________________________
ESCROW AGREEMENT
EXHIBIT B

To: Escrow Agent

Re: AUTHORIZATION TO RELEASE SECURITIES DEPOSITED BY CONTRACTOR

You, as Escrow Agent in that certain Agreement for Deposit of Securities in Lieu of Cash Retention on Public Works Project between the Los Rios Community College District, a political subdivision of the State of California (referred to as District) and

____________________________________________________________________ (referred to as Contractor), and Banner Bank (referred to as Escrow Agent) dated ________________________ are hereby authorized to release to the aforesaid escrow agreement, except that you shall be required to retain as security and pursuant to the terms of the said escrow agreement securities having a value of not less than ___________________________ Dollars ($____________________), until such time as you may be further notified by the District as to further release or as to sale.

Dated: ________________________________

Los Rios Community College District
a political subdivision of the State of California

By: ________________________________

Vice Chancellor, Finance and Administration
NOTIFICATION OF FAILURE OF PERFORMANCE
DEMAND FOR SALE OF SECURITIES AND
DEMAND FOR PAYMENT

You, as Escrow Agent in that certain Escrow Agreement for Deposit of Securities in Lieu of Cash Retention on Public Works Project between the Los Rios Community College District, a political subdivision of the State of California (referred to as District) and

___________________________________________________________ (referred to as Contractor), and Banner Bank (referred to as Escrow Agent) dated ______________ are hereby notified that the said Contractor has failed to perform all or part of that certain construction contract described in the said escrow agreement after having been given written notice of lack of performance. You are hereby directed to cause to be sold securities deposited by the said Contractor with you and in accordance with the escrow agreement, said securities having a minimum value of ____________________________ Dollars ($______________), and to deliver forthwith to the District the sum of

_____________________________ Dollars ($________________). Any remaining securities deposited pursuant to the terms of the said escrow agreement shall be retained by you pursuant to further written notice by the District.

Dated: ________________________________

Los Rios Community College District
a political subdivision of the State of California

By: ________________________________
Vice Chancellor, Finance and Administration
ESCROW AGREEMENT
EXHIBIT D

PROJECT NAME: SCIENCE & BUSINESS HYDRONIC REPLACEMENT

CONTRACTOR: __________________________________________________________

PROJECT NUMBER: 16018

APPLICATION NUMBER: __________________________________________________

CERTIFICATION OF CURRENT MARKET VALUE
OF SECURITIES IN ESCROW IN LIEU OF RETENTION

As of ____________________________, 20___ (not earlier than five (5) days prior to the date of the Application for Payment of which this certification is a part), the aggregate market value of securities on deposit in Escrow Account No. [ACCOUNT NUMBER] with Banner Bank (Escrow Agent) is ____________________________ Dollars ($___________________).

Banner Bank (Escrow Agent) ____________________________ (Contractor)

By: ____________________________ By: ____________________________

(Name) ____________________________ (Name) ____________________________

(Title) ____________________________ (Title) ____________________________

(Date) ____________________________ (Date) ____________________________

Note: Notary acknowledgment for Contractor and Escrow Agent must be attached.
Los Rios Community College District Board Policy
Waste Reduction and Recycle Program, P-8370

Adherence to the District’s Waste Reduction and Recycle Program will be required of vendors doing business with Los Rios Community College District. Specific reporting parameters developed will be provided to vendors in order to comply with this policy.

Each campus is mandated by the state to report all waste leaving the facility to include construction waste (remodels and new construction). In order to track this, the campus contact will need weight tickets showing where the waste went and the tonnage of the material.

Weight tickets will need to be given to the construction manager on the job. The construction manager turns in all tickets to the campus contact for reporting to the California Integrated Waste Management Board (CIWMB).

This work shall consist of reporting disposal and recycling of construction solid waste. For the purposes of this section, solid waste includes demolition and construction wastes, but not hazardous waste.

SOLID WASTE DISPOSAL AND RECYCLING REPORT

On the last working day of each month the Contractor shall complete and submit to the Project Manager, “Solid Waste Disposal and Recycling Report,” form quantifying solid waste generated by the work performed and disposed of in Landfills or recycled. The amount and type of solid waste disposed of or recycled shall be reported in either tonnage or cubic meters.

Full compensation for preparing and submitting the “Solid Waste Disposal and Recycling Report,” form shall be considered as included in the contract price for the various items of work and no additional compensation will be allowed therefore.

If you are looking for facilities that collect specific types of construction and demolition debris for reuse or recycling, there is a database available through The California Integrated Waste Management Board. Go to: http://www.ciwmb.ca.gov/ConDemo/Recyclers
### SOLID WASTE DISPOSAL AND RECYCLING REPORT INSTRUCTIONS

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<th>INSTRUCTIONS</th>
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<tr>
<td>Project Name</td>
<td>Description of the project</td>
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<tr>
<td>Type of Work</td>
<td>General work description (Example: demolition, AC grinding)</td>
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<tr>
<td>Bid Number</td>
<td>District – Assigned Project Bid Number</td>
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<tr>
<td>Reporting Period (Month and Year): From and To</td>
<td>Start and end dates of the reporting quarter</td>
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<tr>
<td>Contractor Name</td>
<td>Contractor’s full name</td>
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<tr>
<td>Street Address, City, State, Zip</td>
<td>Contractor’s street address, including city, state and zip code</td>
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<tr>
<td>Phone and Fax</td>
<td>Contractor’s telephone and fax number</td>
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<tr>
<td>Preparer’s Signature</td>
<td>Signature of the person who completed the report</td>
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<td>Date Completed</td>
<td>Date the form was completed</td>
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<tr>
<td>Name and Location of Recycling or Disposal Facility</td>
<td>Full name and address of recycling or disposal facility</td>
</tr>
<tr>
<td>Type of Material</td>
<td>Enter one of the following code letters:</td>
</tr>
<tr>
<td></td>
<td>A = Asphalt</td>
</tr>
<tr>
<td></td>
<td>C = Concrete</td>
</tr>
<tr>
<td></td>
<td>M = Metal</td>
</tr>
<tr>
<td></td>
<td>D = Mixed Debris</td>
</tr>
<tr>
<td></td>
<td>W = Wood or cleared vegetation</td>
</tr>
<tr>
<td></td>
<td>O = Other (please describe)</td>
</tr>
<tr>
<td>Type of Activity</td>
<td>Enter one of the following activity numbers:</td>
</tr>
<tr>
<td></td>
<td>1 = Source-Separated Materials Recycling</td>
</tr>
<tr>
<td></td>
<td>2 = On-Site Reuse</td>
</tr>
<tr>
<td></td>
<td>3 = Mixed Debris Recycling</td>
</tr>
<tr>
<td></td>
<td>4 = Reuse of Salvageable Items</td>
</tr>
<tr>
<td></td>
<td>5 = Disposal at Landfill or Transfer Station</td>
</tr>
<tr>
<td></td>
<td>6 = Other (please describe)</td>
</tr>
<tr>
<td>Amount of Material taken to Landfills</td>
<td>Include all material disposed of that has not been recycled, reused, etc. Quantity shall be reported in tonne or cubic meters.</td>
</tr>
<tr>
<td>Amount of Material Diverted from Landfills</td>
<td>Quantity shall be reported in tonne or cubic meters. If scales are available, report tonne. Attach legible copies of weight tickets, receipts or invoices that specifically identify the construction and demolition waste.</td>
</tr>
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SOLID WASTE DISPOSAL AND RECYCLING REPORT

<table>
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<tr>
<th>NAME AND LOCATION OF RECYCLING OR DISPOSAL FACILITY</th>
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<th>TYPE OF ACTIVITY</th>
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<th>AMOUNT OF MATERIAL DIVERTED FROM LANDFILLS</th>
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| (Enter code letter as follows: A = Asphalt C = Concrete M = Metal D = Mixed Debris W = Wood/cleared Vegetation O = Other [please describe]) | (Enter number as follows:
1 = Source-Separated Materials Recycling
2 = On-Site Reuse
3 = Mixed Debris Recycling
4 = Reuse of salvageable items
5 = Disposal at Landfill or Transfer Station
6 = Other [please describe]) | | | |

**Note:** According to the California Integrated Waste Management Board guidelines, rock and soil are not recycling materials.
CONTRACTOR QUALIFICATION QUESTIONNAIRE

If requested by District, bidder agrees to complete, sign and return this Contractor Qualification Questionnaire, including all required supporting documentation, within ten (10) days of being requested by District. If bidder fails or refuses to complete the Contractor Qualification Questionnaire, furnish all required attachments, sign the Contractor Qualification Questionnaire, or return it to the District within ten days of District’s written request, bidder will not be considered for award of the contract, and further, bidder agrees that the District may award the work to another bidder or call for new bids. In such event, the bidder shall be liable to the District for the difference between the amount of the disqualified bid and the larger amount for which the District procures the work plus all of the District’s costs, damages, expenses and liabilities.

Bidder shall fully and completely answer each question set forth below. If necessary attach additional sheets. Print or type each response. If your response to any question is "no" or "none," you must state "no" or "none." "Not applicable" or other similar response, will not be accepted.

(a) State the full legal name of the bidder.

(b) State the form of the bidder’s business entity. (Sole proprietorship, joint venture, partnership, corporation, or other [describe]).

(c) State the name and address of each person or other legal entity, which has a legal or equitable ownership of ten percent (10%) or more of the bidder. For each such person or legal entity, state that person or entity’s ownership interest, title and responsibilities, if any.

(d) Has any person or legal entity holding a legal or equitable ownership of ten percent (10%) or more of the bidder, ever been accused of a civil violation of California Government Code section 12650, and following, (False Claims Act)? If so, describe in detail all facts, circumstances and the outcome.

(e) Has any person or legal entity holding a legal or equitable ownership of ten percent (10%) or more of the bidder, ever been determined by a public agency to not be a responsible bidder? If so, state the name, address and telephone number of the public agency, including the name of the agencies’ contact person.

(f) State the bidder’s contractor’s license number.
(g) State the date bidder first began business.

(h) State any other names that bidder has used or done business under in the past five (5) years.

(i) Describe in general, bidder’s experience.

(j) Has bidder ever failed to complete a construction contract? If so, describe in detail all facts, circumstances and the outcome.

(k) Has bidder’s control over a work of improvement, ever been terminated? If so, describe in detail all facts, circumstances and the outcome.

(l) For each replacement of interior hydronic pipes in Science Buildings 100, 200, 300, 400 and Business Science Building, re-routing pipes into the roof and attaching to structure that bidder has furnished labor, services, materials or equipment in the past five years, state: the name of each project; the contract amount for each project; the name, address and telephone number of the owner and owner’s representative, for each project; and a general description of the work performed by bidder on each project.

(m) For every work of improvement upon which bidder has furnished labor, services, materials or equipment in the past five years, whether completed or not, for which the bidder’s original contract was equal to or greater than the amount as determined in the “Contractor Statement of Qualifications” page 13, item 2 of bid documents, state the name, address and telephone number of the owner and principal designer (architect or engineer).

(n) For every lawsuit or arbitration between bidder and the owner of any work of improvement, limited to such lawsuits or arbitrations initiated or completed within the past five (5) years, state the name and address of the tribunal, the matter number, the parties, a general description of the nature of the dispute, and the outcome, if any.

(o) Has bidder or bidder’s RMO ever been convicted of a felony? If so, describe in detail all facts, circumstances and the outcome, furnishing the name and address of the court in which the charge(s) were filed, including the matter name and case number.
(p) Has bidder ever been accused of presenting false claims to a public agency or public owner, as such claims are defined in California Government Code section 12650, et seq, or 31 United States Code section 3729, and following? If so, describe in detail all facts, circumstances and the outcome.

(q) Has any public agency ever determined or ruled that bidder is not a responsible bidder? If so, state the name, address and telephone number of the public agency, including the name of the agencies’ contact person.

(r) Within the past seven (7) years, has bidder ever failed to complete a public works construction project, within the time allowed by the contract, plus written agreed upon contract time extensions? If so, state the name, address and telephone number of the owner of such public works construction project including the name of the agencies’ contact person, and further, describe in detail the nature of the work of improvement.

(s) Has any surety of bidder ever paid or satisfied any claim on behalf of bidder?

(t) For each project or work of improvement that bidder is either (a) currently furnishing labor, services, materials or goods, or (b) under contract to furnish labor, services, materials or goods, state: A general description of the project; the current status of the project and bidder’s work thereon; the owner’s name, address and telephone number; the amount of bidder’s contract on such project.

(u) State bidder’s annual gross sales for each of the last five fiscal years.

(v) Contractor must furnish, YES X or NO , a current financial statement. As used herein, "current financial statement" means a balance sheet and profit and loss statement prepared and presented in a format that complies with Generally Accepted Accounting Principles (GAAP), covering a period of time that is no less than the most recent fiscal year for bidder. If bidder’s most recent fiscal year ended more than six (6) months prior to the date when the Contract Documents require this Contractor Qualification Questionnaire be completed and returned to District, then "current financial statement" shall also include an interim balance sheet and profit and loss statement covering the period of time from the end of bidder’s most recent fiscal year to a period of time no greater than sixty (60) days prior to the date when the Contract Documents require this Contractor Qualification Questionnaire be completed and returned to District.

All proprietary and other information received from you by the District will be disclosed upon receipt of a request for disclosure, pursuant to the California Public Records Act; provided, however, that, if any information is set apart and clearly marked “trade secret” when it is provided to the District, the District shall give notice to you of any request for the disclosure of such information. You will then have five (5) days from the date you receive such notice to enter into an agreement with the District, satisfactory to
The following certification must be signed by an owner, general partner, or officer of bidder.

I DECLARE UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA, AND DO PERSONALLY CERTIFY AND ATTEST THAT: I HAVE THOROUGHLY REVIEWED THE ATTACHED CONTRACTOR QUALIFICATION QUESTIONNAIRE AND ATTACHMENTS, IF ANY, AND KNOW ITS CONTENTS, AND SAID CONTRACTOR QUALIFICATION QUESTIONNAIRE AND ATTACHMENTS, IF ANY, ARE TRUTHFUL, COMPLETE AND ACCURATE; AND THAT DISTRICT MAY REASONABLY RELY UPON THE CONTENTS AS BEING COMPLETE AND ACCURATE; AND, FURTHER, THAT I AM FAMILIAR WITH CALIFORNIA PENAL CODE SECTION 72 AND CALIFORNIA GOVERNMENT CODE SECTION 12650, ET SEQ, PERTAINING TO FALSE CLAIMS, AND FURTHER KNOW AND UNDERSTAND THAT SUBMISSION OR CERTIFICATION OF A FALSE CLAIM MAY LEAD TO FINES, IMPRISONMENT AND/OR OTHER SEVERE LEGAL CONSEQUENCES.

EXECUTED ON THE DATE INDICATED BELOW, AT THE LOCATION INDICATED BELOW.

Dated: ___________________________  Bidder

By:

_______________________________ (Signature)

_______________________________ (Printed name)

_______________________________ (Title)
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GENERAL CONDITIONS

1. BASIC DEFINITIONS:

1.1 The term "Architect" means the design professional in responsible charge of the design services, or portion of the design services, in connection with the Project, its representative, officers, and employees. The District may, at any time, without prior notice to or approval by Contractor, replace Architect with a new Architect. Upon Contractor’s receipt of notice from District of such replacement, Contractor shall recognize such person or firm as Architect for all purposes under the Contract Documents.

1.2 The term "Change Order" shall refer to a written agreement in the form included in these Contract Documents, signed by the District, Architect, Construction Manager (if any), Deputy Chancellor, Vice Chancellor, Finance and Administration, and Contractor, modifying the Contract.

1.3 The term "Claim" (see Article 27).

1.4 The term "Construction Change Directive" (C.C.D.) shall refer to a written directive, signed by District, directing Contractor to perform and/or omit certain work as specified within the Construction Change Directive. The Contractor shall promptly comply with the Construction Change Directive and promptly perform and/or omit the work specified in the Construction Change Directive.

1.5 The term "Contract" means the Contract Documents.

1.6 The term "Contract Documents" means the documents listed in Article 2, Contract Documents, of these General Conditions, and identified as Contract Documents.

1.7 The term "Contract Sum" means the total compensation specified in the Contract. The Contract Sum may be adjusted by Change Order.

1.8 The term "Contract Time" means the number of days set forth in the Bid Form within which the Contractor must complete all work required by the Contract Documents. The Contract Time may be adjusted by Change Order.

1.9 The term "Contractor" means the person or firm identified as such in the Contract, or its authorized representative.

1.10 The term “Day” means “calendar day” unless otherwise specified.

1.11 The term “DSA” means the State of California, Division of State Architect.

1.12 The term "District," “LRCCD” and/or "Owner" means the Los Rios Community College District, its representatives, construction manager (if any), inspectors, agents, Trustees, officers, and employees.

1.13 The term "Project" means the total of the work and obligations agreed to be performed by Contractor under the Contract.
2. CONTRACT DOCUMENTS: The Contract Documents consist of the Notice to Contractor; Instructions to Bidders; Bid Form; Contractor Qualifications; Non-Collusion Declaration; Statement of Compliance; Designation of Subcontractors; Payment Bond; Performance Bond; Contract; General Conditions; Supplementary General Conditions (if any); specifications, and drawings prepared by Los Rios Community College District and/or Consultants; any addenda issued; Change Orders; and any other documents described as such within these Contract Documents. Only documents specifically identified as Contract Documents, make up the Contract and other documents not so identified are not Contract Documents.

3. SITE CONDITIONS:
   3.1 The Contractor shall immediately, and in any event, no later than 24 hours after discovery, and before the following conditions are disturbed, notify the District and Architect, 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 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, including but not limited to PCB’s, lead or asbestos.
   
   B. Subsurface or latent physical conditions at the site which Contractor asserts differ materially from those indicated in the Contract Documents.
   
   C. Unknown physical conditions at the site of any unusual nature, which Contractor asserts differ materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract Documents.
   
   D. Material(s) that the Contractor believes may be material(s) of historical archaeological remains.
   
   3.2 Upon notice, the District shall promptly cause an investigation of the conditions, and if it finds that the conditions do materially so differ, or do involve hazardous waste, or are of historical archaeological remains, and cause a decrease or increase in the Contractor’s cost of, or the time required for, performance of any part of the work, shall issue a Change Order or Construction Change Directive. The District shall provide the contractor with a copy of its conclusions of the investigation.
   
   3.3 In the event that a dispute arises between the District and the Contractor whether the conditions materially differ, or involve hazardous waste, or are of historical archaeological remains, or cause a decrease or increase in the Contractor’s cost of, or time required for, performance of any part of the work, the Contractor shall not be excused from any scheduled completion date required by the Contract, but shall proceed with all work to be performed under the Contract.
   
   3.4 Nothing contained within this section or the Contract Documents relieves the Contractor of its obligations set forth in the Instructions to Bidders.
   
   3.5 Contractor has no right to any adjustment in the Contract Sum and/or Contract Time unless Contractor promptly and timely submitted the written notice required in this Article.

4. CONTRACT BONDS: As a part of the signing of the Contract, the Contractor shall furnish corporate surety bonds to the benefit of the District, issued by a surety company United States
of America Treasury listed and AM Best rated, acceptable to the District and admitted to do business in the State of California, as follows:

4.1 Faithful Performance Bond: In a sum not less than one hundred percent (100%) of the total contract price as set forth in the Contract to guarantee the Contractor’s faithful performance of all covenants and stipulations of the Contract. The bond shall contain a provision that the surety thereon waives the provisions of sections 2819 and 2845 of the Civil Code of the State of California.

4.2 Payment Bond: In a sum not less than one hundred percent (100%) of the total contract price as set forth in the Contract to guarantee the payment of wages, and bills contracted for materials, supplies, or equipment used in the performance of the Contract. The bond shall be in accordance with the provisions of sections 8152, 8154, and 9550 to 9566, inclusive, of the Civil Code of the State of California, sections 995.310 and 995.660 of the Code of Civil Procedure of the State of California, and section 13020 of the Unemployment Insurance Code of the State of California. Said bond shall also contain a provision that the surety thereon waives the provisions of sections 2819 and 2845 of the Civil Code of the State of California.

4.3 Stop Notice Release Bond: Within ten (10) work days after the filing of a stop notice or notice to Contractor from the District, whichever shall first occur, Contractor shall pay the claim in full or obtain and deposit with the District a Stop Notice Release Bond in compliance with Civil Code section 9364 from a surety other than that which issued the payment bond described in paragraph 4.2 above. The bond shall be accompanied by a statement of the Contractor, in form and substance acceptable to District, disputing the correctness or validity or enforceability of the stop notice. Failure of the Contractor to comply with this provision shall be a material breach of the Contractor’s duty to faithfully perform all of the covenants of this agreement and District shall withhold 100% of the amount of any stop notice until compliance with the terms hereof or an interpleader has occurred. Costs reasonably incurred by the District due to the failure of the Contractor to comply with the requirements expressed hereinafore shall be paid to District within ten (10) days of presentation or District shall be authorized to withhold the same as a deductive change order against Contractor.

4.4 Documents required under this Article shall include the following: A certified copy of the power of attorney of the person who executed the bond; A certified copy of the certificate of authority of the surety; A certificate of the county clerk stating that the surety’s certificate of authority is still in force. Faithful Performance Bond and Payment Bond shall be on the forms provided by the District.

5. NOTIFICATION OF SURETY COMPANIES: The surety companies shall familiarize themselves with all provisions and conditions of the Contract. It is understood and agreed that the surety or sureties waive the right of special notification of any modifications or alterations, omissions or reductions, extra or additional work, extensions of time, or any other act or acts by the District or its authorized agents under the terms of the Contract; and failure to so notify the surety companies of such changes shall in no way relieve the surety or sureties of their obligations under this Contract.

6. INSURANCE: As a part of the signing of the Contract, the Contractor shall furnish a Certificate of Insurance substantiating the fact that he/she has taken out the insurance hereinafter set forth for the period covered by the Contract with an insurance carrier admitted to do business in California, rated no less than A:VII by Bests, and acceptable to the District and under terms satisfactory to the District. Insurance industry’s standard Accord Certificate of Insurance or
binder forms shall bear an endorsement precluding the cancellation or reduction of coverage of any policy covered by such Certificate or binder before the expiration of thirty (30) days after the District shall have received notification of such cancellation, suspension, reduction, or voided coverage and each policy shall be endorsed to require the insurer to provide at least thirty (30) days written notice to the District prior to any cancellation, suspension, reduction, or voided coverage. Contractor shall furnish copies of his/her/its insurance policies required under this Contract to the District upon request. In the event Contractor does not have a Certificate of Insurance or binder evidencing the proper insurance coverage’s, the Contractor shall not be allowed on the work site. Any deductibles or self-insured retentions must be declared to and approved by the District, including the terms and conditions that may be applicable to any self-insured retention; and in no event shall any deductible or self-insured retention program include an express or implied limitation with respect to the identity of the payee of any such amount(s). At the option of District, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the District, its trustees, officers, employees, agents, inspectors, project managers, consultants, sub consultants, their employees, and each of them, or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

6.1 The insurer shall agree to waive all rights of subrogation against the District, its trustees, officers, employees, agents, Architects (including all subconsultants), inspectors, project managers consultants, subconsultants, their employees and each of them, for losses arising from work performed by the Contractor for District.

6.2 All insurance policies (except the workers’ compensation policy) shall be endorsed to include the Los Rios Community College District, its trustees, officers, employees, agents, Architects (including all subconsultants), inspectors, project managers, consultants, subconsultants, their employees, and each of them, as additional insureds (using Insurance Services Organization, Inc. form CG2010 Ed. 11-85 or equivalent) to protect, as well as to provide the defense of, from all suits, actions, damages, liability, or claims of every type and description to which they may be subjected or put by reason of, or resulting from, the Contractor’s performance of the Contract. With respect to claims asserted against any policy of insurance on behalf of the Contractor, Contractor’s insurance shall apply as primary insurance, and any other insurance carried by the additional insureds identified above shall apply as excess and will not contribute with this insurance.

6.3 Each insurance policy shall include the following provisions: (1) The standard severability of interest clause in the policy and when applicable the cross liability insurance coverage provision which specifies that the inclusion of more than one insured shall not operate to impair the rights of one insured against another insured, and the coverage afforded shall apply as though separate policies had been issued to each insured; (2) It acts as primary insurance, and that no insurance held or owned by the District shall be called upon to cover, either in full or in part, any loss covered under the policy acquired by Contractor; and (3) The stated limits of liability coverage for Commercial/Comprehensive General Liability, and Business Automobile Liability, assumes that the standard "supplementary payments" clause will pay in addition to the applicable limits of liability and that these supplementary payments "are not included as part of the insurance policies limits of liability." If any of the policies indicate that defense costs are included in the general aggregate limit, then the required general aggregate limits shall be a minimum of Two Million Dollars ($2,000,000) or more at the District’s discretion.

6.4 If the Contractor fails to maintain such insurance, the District may take out insurance to
cover damages of the below-mentioned classes for which the District might be held liable on account of the Contractor failing to pay such damages and deduct and retain the amount of the premium for such insurance from any sums due the Contractor under the Contract. Failure of the District to obtain such insurance shall in no way relieve the Contractor from any of its responsibilities under the Contract.

6.5 The minimum insurance coverage to be obtained by the Contractor as herein above referred to are as follows:

(a) Commercial General Liability Insurance: (Insurance Services Organization, Inc. form CG-00-01, Ed. 10-01 or equivalent); Bodily Injury and Property Damage Liability Insurance for Premises and Operations; Personal Injury for Premises and Operations; Independent Contractors; Incidental Contracts; Contractual Liability; and Products and Completed Operations; which shall be in the amount of not less than a combined single limit of Two Million Dollars ($2,000,000) per occurrence for one or more persons injured and property damaged on an occurrence form insurance policy. The aggregate limit of liability for products and completed operations shall not be less than Three Million Dollars ($3,000,000).

(b) Business Automobile Liability Policy Insurance: Protection against loss as a result of liability to others caused by an accident and resulting in bodily injury and/or property damage, arising out of the ownership or use of any automobile (Insurance Services Organization, Inc. form CA-00-01, Ed. 10-01 or equivalent) the limits of liability shall not be less than One Million Dollars ($1,000,000) combined single limit each accident for bodily injury and property damage combined.

(c) Workers’ Compensation and Employers’ Liability Insurance: The Contractor shall be a qualified self-insurer or shall carry full Workers’ Compensation and Employers’ Liability insurance coverage, either through the State Compensation Insurance Fund or a standard approved policy obtained from a licensed insurance carrier for all persons employed, either directly or through subcontractors, in carrying out the work under this Contract in accordance with the "Workers’ Compensation and Insurance Act," Division IV thereof. Employers’ limits of liability shall be the prevailing statutory limits of liability.

(d) Contractor shall purchase and maintain builder’s risk insurance (construction projects) or an installation floater (installation projects) in a form acceptable to the District upon the entire project in an amount equal 100% of total contract amount. The Contractor’s insurance shall include as named insured, the District, the Contractor, his subcontractors and their sub-subcontractors and shall insure against all risks of physical loss or damage from the perils of fire, vandalism, malicious mischief, windstorm, aircraft, civil commotion, riot, explosion, hail, smoke, theft, collapse, whether on site, in storage off premises or in transit to the site. Contractor will be responsible for any co-insurance penalties, deductibles or self-insured retentions as a result of any losses insured against or losses caused by defective workmanship or materials or by the Contractor’s negligent acts, errors or omissions, or any such loss caused by his subcontractors or others for whose acts Contractor may be liable. Such insurance shall remain in force until acceptance of the completed project by
6.6 Any exceptions to the provisions of this Article must be delineated in the Contract Documents. In addition, it is understood and agreed that an excess insurance policy or an umbrella policy (following form) may be utilized to meet the above-required limits of liability for Commercial/Comprehensive General Liability, Business Automobile Liability policy, and the Workers’ Compensation Employers’ Liability.

6.7 No later than the time the Notice to Proceed is issued, or at any other time as may be directed in writing by the District, the Contractor shall provide written evidence of insurance coverages, in a form acceptable to the District (i.e., insurance certificates and policy endorsements appropriately issued), for each supplier, subcontractor and sub-subcontractor whose initial subcontract and/or purchase order price is equal to or in excess of 5% of the Contract Sum. The insurance coverages (both as to types and amounts) to be procured by each supplier, subcontractor or sub-subcontractor performing work having a value equal to or in excess of 5% of the Contract Sum shall meet or exceed the minimum insurance coverages as set forth at Article 6.5, and, further, said coverages shall otherwise fully satisfy all other insurance requirements applicable to the Contractor as set forth in this Article 6 and the Contract Documents. It shall be the obligation of the Contractor to promptly provide acceptable written evidence to the District demonstrating that each supplier, subcontractor or sub-subcontractor that will perform work having a value equal to or in excess of 5% of the Contract Sum has obtained and possesses all insurance coverages in accordance with the requirements of the Contract Documents.

7. **PRE-CONSTRUCTION CONFERENCE**: Prior to the start of construction, a conference may be called by the District or for the purpose of reviewing the construction program with the Contractor. At this conference, the sequence of work, methods of access to the construction site and temporary facilities shall be reviewed by the Contractor and District. Coordination of utilities within the project limits, including relocations and maintenance of existing facilities and additions thereto, shall be confirmed in writing by utility representatives and the Contractor at this conference, or within five (5) working days thereafter.

8. **INTENT OF PLANS AND SPECIFICATIONS**: It is the intent of these Contract Documents that the work performed under the Contract shall result in a complete operating system in satisfactory working condition with respect to the functional purposes of the installation, and no extra compensation will be allowed for anything omitted but fairly implied. The prices paid for the various items in the bid proposal shall include full compensation for furnishing all labor, materials, tools, equipment, overhead, profit, incidentals, and doing all work necessary to complete the finished product as provided in the Contract Documents.

8.1 The specifications and drawings are intended to be explanatory of each other. Any work shown on the drawings, and not in the specifications, or vice versa, is to be treated as if indicated in both. In the case of conflict or inconsistency, the specifications shall control over the drawings. Figured dimensions shall control over scaled measurements. In all cases, the more costly or stringent interpretation is deemed to control and be the interpretation incorporated into the Contract Documents and Contract Sum.

8.2 Organization of the specifications into various subdivisions and the arrangement of the drawings shall not control Contractor in dividing the work among subcontractors or in establishing the extent of work to be performed by any trade.
8.3 Unless otherwise stated in the Contract Documents, technical words and abbreviations contained in the Contract Documents are used in accordance with commonly understood construction industry meanings, and non-technical words and abbreviations are used in accordance with their commonly understood meanings.

8.4 The Contract Documents may omit modifying words such as "all" and "any", and articles such as "the" and "an", but the fact that a modifier or an article is absent from one statement and appears in another is not intended to affect the interpretation of either statement. The use of the word "including," when following any general statement, shall not be construed to limit such statement to specific items or matters set forth immediately following such word or to similar items or matters, whether or not non-limiting language (such as "without limitation," "but not limited to," or words of similar import) is used with reference thereto, but rather shall be deemed to refer to all other items or matters that could reasonably be deemed to fall within the broadest possible scope of such general statement.

8.5 Whenever the context so requires, the use of the singular number shall be deemed to include the plural and vice versa. Each gender shall be deemed to include any other gender, and each shall include corporation, partnership, trust, or other legal entity whenever the context so requires. The captions and headings of the various subdivisions of the Contract Documents are intended only as a matter of reference and convenience, and in no way define, limit, or prescribe the scope or intent of the Contract Documents or any subdivision thereof.

8.6 Contractor shall assume responsibility for the design of any systems and/or fabrications needed to meet performance criterion described in the Contract Documents, including, without limitation, aspects of the Contract Documents which may require or involve the deferred approval of any portion of the work, or the design of the work, by regulatory or compliance entities. Design shall be governed by descriptive criterion specified for each item. Contractor shall also assume responsibility for temporary structures used to implement construction such as shoring and scaffolding.

9. **CLARIFICATION OF CONTRACT DOCUMENTS:** Should it appear that the work to be done, or any of the matters relative thereto, are not sufficiently detailed or explained in the Contract Documents, or in the event of any doubt or question arising respecting the true meaning of the Contract Documents, the Contractor shall apply to the Architect for such further explanations as may be necessary, and the Architect shall render his or her decisions thereon within fifteen (15) days of the Architect’s receipt of the Contractor’s Request for Information (RFI). The Contractor shall thoroughly review all RFI’s submitted by subcontractors prior to submission to the Architect to determine whether such RFI is already answered in the Contract Documents. Contractor represents to District and Architect, that by submission of an RFI, Contractor has thoroughly reviewed the RFI and thoroughly reviewed the Contract Documents, and determined that the RFI is not answered or reasonably inferable in the Contract Documents, and that the RFI pertains to an unforeseen condition or circumstance that is not described in the Contract Documents, that there is a conflict or discrepancy in the Contract Documents, or there is an error or omission in the Contract Documents. In the event any RFI is answered or reasonably inferable from the Contract Documents, Contractor agrees to pay the Architect and District the reasonable cost for their time and expenses associated with reviewing and responding to RFI’s, which are already answered or reasonably inferable from the Contract Documents. In the event of a disagreement over such compensation, the judgment of the District’s construction representative shall be final and conclusive.
10. PLANS AND SPECIFICATIONS TO BE FURNISHED: The Contractor will be furnished, free of charge, all plans returned by bidders following the opening of bids. District does not warranty the quality, condition or completeness of the plans returned by bidders. Additional sets are available to the Contractor for the cost of printing. The Contractor shall retain an approved set of plans and specifications on the job at all times during the progress of the work.

11. SUPPLEMENTAL DRAWINGS AND INSTRUCTIONS: In addition to the drawings incorporated in the Contract at the time of signing, the Architect may furnish such working drawings and supplemental drawings from time to time as may be necessary to make clear, or to define in greater detail, the intent of the Contract drawings and specifications. In furnishing such additional drawings and/or instructions, the Architect shall have authority to make minor changes in the work, not involving extra cost, and not inconsistent with the nature of the work. These working drawings and supplemental drawings shall become a part of the Contract Documents, and the Contractor shall make its work conform to them.

12. CONFORMANCE WITH CODES AND STANDARDS: All work and materials shall be in full accordance with the latest adopted standards and regulations and Title 24 of the California Code of Regulations (including but not limited to the California Building Standards Administrative Code, the California Building Code, the California Electrical Code, the California Mechanical Code, the California Plumbing Code, the California Energy Code, the California Elevator Safety Construction Code, The California Fire Code and the California Reference Standards Code); Americans With Disabilities Act; and all other applicable codes, laws, or regulations. Nothing in these Contract Documents is to be construed to permit work not conforming to these requirements. Should Contractor discover work within the Contract Documents not in conformance with these requirements, Contractor agrees to immediately notify Architect in writing of said nonconformance, and to not proceed with nonconforming work. When the work detailed in the Contract Documents differs from governing codes, it is understood and agreed that the Contract Sum is based upon the more costly or expensive standard.

13. SUBCONTRACTORS: Subcontracts or agreements between Contractor and any subcontractor or supplier, as well as subcontracts and purchase orders between subcontractors and suppliers of every tier, shall: (i) require each subcontractor or supplier, to the extent of the work or scope of services to be performed by the subcontractor or supplier, to be bound by the terms of the Contract Documents; and (ii) to assume all the obligations and responsibilities which Contractor, through the Contract Documents, assumes towards the Owner. This expressly includes, without limitation, all aspects of the Contract Documents regarding the performance of the Work, the dispute resolution provisions, the indemnity and insurance provisions, and the warranties and guarantees set forth in the Contract Documents. Nothing contained in this Article shall be construed to create any contractual relationship, express or implied, between the Owner and any subcontractor or supplier.

14. PERSONAL ATTENTION AND SUPERINTENDENCE: The Contractor shall give Contractor’s personal attention to, and shall supervise the work to the end that it shall be diligently implemented and at all times in conformance with the Contractor’s duties under Title 24, California Code of Regulations. Contractor shall keep a competent superintendent on the work at all times throughout its progress, who shall represent the Contractor in Contractor’s absence, and shall have complete authority to represent and act for the Contractor. Whenever the Contractor or Contractor’s superintendent is not present on a particular part of the work,
the Architect or District may stop the work until the Contractor or Contractor’s superintendent arrives.

14.1 The Contractor shall be liable for the faithful observation of any instructions delivered to Contractor or to Contractor’s authorized representatives. Any order given by the Architect not otherwise required by the specifications to be in writing will, on request of the Contractor, be given or confirmed by the Architect in writing.

15. **BEGINNING OF WORK**: The Notice to Proceed shall constitute authority for the Contractor to enter upon the site of the work and to begin operations, upon condition that the Contractor has strictly complied with all requirements of these Contract Documents, including but not limited to, furnishing all required documentation and certificates of insurance. If Contractor has not provided District with all documents required by these Contract Documents as of the date of the Notice to Proceed, Contractor shall not be allowed on the site of the work or allowed to start work on the Project, notwithstanding the issuance of a Notice to Proceed.

15.1 When the Contractor has started work on the Project, the Contractor shall diligently prosecute the work to completion within the time limit provided in the Contract Documents.

15.2 The Contractor shall give the District and Architect at least two (2) working days’ notice of Contractor’s intention to start work, specifying the time, date, and location at which the Contractor intends to begin.

15.3 The counting of contract days shall begin on the date of the Notice to Proceed, whether or not Contractor is allowed on the work site due to Contractor’s failure to furnish District with all documentation required by these Contract Documents. In no event shall there be a period of time greater than thirty (30) days, from the time the Contract forms are first received by the Contractor and the commencement of the Contract Time, regardless of the receipt or lack thereof by District of all documents required by these Contract Documents.

16. **PROGRESS SCHEDULE**: The District’s receipt of Contract Schedules in strict compliance with Specification section 01 32 16, Contract Schedule, shall be a condition precedent to the Architect’s or District’s approval of the Contractor’s periodic payment applications and the District’s obligation to pay the Contractor.

16.1 The Contractor shall, to every reasonable extent, carry on the work of construction of the various elements of the project concurrently, and shall not defer construction of any portion of the work in favor of any other portion without the express written approval of the Architect or District.

17. **RESPONSIBILITY FOR ACCURACY**: The Contractor shall obtain all necessary measurements for and from the work, and shall check dimensions, elevations, and grades for all layout and construction work and shall supervise such work, the accuracy for all of which Contractor shall be responsible. Contractor shall adjust, correct, and coordinate Contractor’s work with the work of others so that no discrepancies occur in the whole work.

17.1 Contractor shall be responsible for verifying that all information and data contained and set forth in all of Contractor’s submittals that may be required by the Contract Documents, comply in all respects with the Contract Documents.
18. **EFFECT OF INSPECTION OR USE**: Neither the inspection by an inspector or by the Architect, nor any measurement, approved modification, submittal, shop drawing, order, or certificate, nor acceptance of any part or whole of the work, or payment of money, nor any possession or use by the District or its agents, shall operate as a waiver of any provisions of the Contract or of any power or authority reserved therein, or of any right to damages there under; nor shall the waiver of any breach of this Contract be held to be a waiver of any subsequent or other breach.

19. **INSPECTION**: Inspectors of Record, approved by the Division of the State Architect, are required under Group 1, Articles 1 through 6, California Code of Regulations, Title 24, section 4-301 and following. The District will employ and be responsible for payment of all wages associated with the employment of the Title 24 inspectors, excepting that if, in the District’s sole determination, its costs or expenses associated with the employment of the Title 24 inspectors is increased by any act or omission of Contractor or any of its subcontractors or material suppliers, including but not limited to, costs and expenses associated with re-inspection or overtime compensation for the District’s inspector(s), weekend or holiday work, Contractor agrees to pay said increased costs and expenses. If Contractor fails or refuses to pay said increased costs and expenses, the District may withhold the increased costs and expenses from payments due to the Contractor.

19.1 Contractor shall give District’s inspector written notice at least two workdays in advance, of when required tests and inspections are needed.

19.2 The inspection of the work by District, the District’s inspector(s), the Architect or their consultants, does not relieve the Contractor of any of Contractor’s obligation to fulfill the Contract as prescribed. Any work, materials, or equipment not meeting the requirements and intent of the Contract Documents shall be rejected, and unsuitable work or materials shall be made good, notwithstanding the fact that such work or materials may have previously been inspected or approved and payment therefore may have been made. If nonconforming work, materials, or equipment not meeting the requirements and intent of the Contract Documents is discovered, and the Contractor fails to remedy the nonconforming work, materials, or equipment, or the District agrees in writing to accept the nonconforming work, materials, or equipment, Contractor agrees to sign a Change Order or otherwise reimburse District in a sum equal to the cost to remedy the nonconforming work, materials, or equipment. It is expressly understood and agreed that the District will be entitled to recover from Contractor the full cost of remedying nonconforming work, materials, or equipment, and that diminution in value will not be considered as a method for valuing the District’s damages for nonconforming work, materials, or equipment, and further that the doctrine of economic waste will not be a defense to the District’s recovery from Contractor of the full and complete cost and expense of remedying nonconforming work, materials, or equipment.

20. **RESERVED**.

21. **USE OF COMPLETED PORTIONS**: The District shall have the right at any time during the progress of this work to take over and place in service any completed or partially completed portion of the work, notwithstanding the time for completion of the entire work or such portions which may not have expired; but such taking possession thereof shall not be deemed an acceptance of any of the work, nor work on those portions not completed in accordance with the Contract Documents.
22. **MEANS AND METHODS**: Neither Architect, District nor the Inspector of Record will have control over, be in charge of, nor be responsible for construction means, methods, techniques, sequences, or procedures, or for the safety precautions and programs in connection with the work, since these are solely Contractor’s responsibility, unless otherwise required by the Contract Documents.

23. **TIME**: Time is of the essence in the performance of this Contract. Contractor must complete the entire Work of the Project, and all designated portions thereof, within the Contract Time(s) stated in section 01 11 00.1.2.B (“Project Completion Date”), or any authorized extension(s) thereof pursuant to the Contract Documents. Failure of Contractor to include an element of the Work required for performance of the Contract in the Baseline Schedule (or any earlier version of the Baseline Schedule), or inaccuracy in the Baseline Schedule, does not relieve Contractor from responsibility for accomplishing the Work within the Contract Time(s) designated in the Contract Documents and will not constitute grounds for delay in completion of the Work or designated portion of the Work. The Contractor must provide an adequate workforce, materials of proper quality, and equipment to properly execute the Work and to ensure completion of each part of the Work in accordance with the Baseline Schedule.

23.1 Notice to Proceed: District’s Notice to Proceed will state the first Day of the Contract Time. Notwithstanding other provisions of the Contract Documents, District is not obligated to accept or to pay for Work provided by the Contractor prior to the first Day of the Contract Time designated in the Notice to Proceed, whether or not District has knowledge of the furnishing of such Work. Unless otherwise stated in the Contract Documents or Directed by District, Contractor must begin Work within 10 Days following the start date for the Work as stated in the Notice to Proceed. The Contractor will not be allowed on the site of the Work until the Contractor’s Contract Bonds and insurance comply with requirements of the Contract Documents.

23.2 Acceleration: District reserves the right to direct Contractor to accelerate performance of the Work or any portion of the Work. No action or direction of District other than an express written Order by the District to accelerate performance of the Work shall be construed by Contractor to be direction to accelerate the Work. If the Contractor believes that some action or inaction on the part of District constitutes an acceleration directive, Contractor must immediately notify District in writing, in accordance with the requirements of Article 23, that Contractor considers the actions or inaction an acceleration directive. This written notification shall explain in detail the circumstances of the acceleration directive. Contractor shall keep daily cost and other Project records related to any asserted/constructive or actual acceleration directive separate from other Project costs and records, and must submit a written daily record of allowable acceleration costs to District at the end of each Day. With respect to acceleration costs that Contractor shall track and separately submit to Owner as required pursuant to this paragraph 23.2, allowable labor costs are limited to overtime or shift premium costs, and allowable equipment costs are only the cost of added equipment mobilized to the site to accomplish the accelerated Work effort.

23.3 Delays and Time Extensions: The District will consider extensions to the Contract Time(s) for the following reasons only if they affect the controlling work activities on the longest Critical Path of the Baseline Schedule, or accepted schedule update, as may be adjusted in accordance with the Contract Documents.

(a) Acts of God or of the public enemy, acts of Government, acts of District, fires,
floods, epidemics, quarantine restrictions, sanctioned strikes, freight embargoes, unusually severe weather, or delays of Subcontractors or Suppliers arising from unforeseeable causes beyond the control and without the fault or negligence of both Contractor and such Subcontractors or Suppliers;

(b) Delays in progress due to an act of neglect by District only for the amount of delay time that occurs after Contractor has notified District in writing and the District has had a reasonable time to respond to the notification;

(c) An Approved Change Order that extends the Contract Time, or a Contract Change Directive which authorizes an extension of Contract Time; or

(d) Adjustments to the Contract Time(s) due to weather will be allowed only for unusually severe weather or resulting site conditions that affect the progress of controlling work activities on the longest Critical Path of the Baseline Schedule, or accepted schedule update. Adjustments to the Contract Time on account of weather, if any, will be in accordance with Specification section 01 32 16, Contract Schedule.

23.3.1 Whenever the Contractor foresees any delay in the prosecution of the Work, the Contractor must notify the District in writing of any potential delay or impact, including any anticipated impact on the Contract Sum and/or Contract Time. Within three (3) Days from the beginning of any longest Critical Path delay to the Baseline Schedule, or accepted schedule update, or the occurrence(s) giving rise to the delay, whichever occurs earlier, Contractor must provide written notice of the delay event to the District. Said written notice shall include a description of the event or occurrence giving rise to the delay, the estimated duration of the delay, and the impact of the event or occurrence upon the longest critical path and completion of the Project. Contractor expressly waives any claim for delay or adjustment to the Contract Time and/or Contract Sum if Contractor fails to provide such written notice to District.

23.3.2 Within fifteen (15) Days after the initial written notice of the Contractor, Contractor shall submit all supporting information to validate the claimed impact of the delay on the Contract Time, including a Time Impact Analysis (“TIA”) in accordance with section 01 32 16.1.8 (“Adjustment of Times for Completion”). If requested by the District, Contractor shall promptly, and no later than seven (7) Days after the District’s request, provide updated or further supporting information, including an updated or revised TIA, with respect to the claimed delay or impact. Contractor expressly waives any claim for delay or adjustment to the Contract Time and/or Contract Sum if Contractor fails to promptly and timely provide all supporting information, including the TIA and any additional/supplemental supporting information as may reasonably be requested by the District. The costs for development and submission for the TIA and all supporting documentation is part of the base contract price and normal business practice and is not compensable.

23.3.3 District will ascertain the facts and the extent of the delay and adjust the Contract Time(s) for completing the Work (and/or adjust the Contract Sum) if, in District’s sole discretion and judgment, the facts justify such an adjustment(s). The District’s written determination in this regard shall be considered final and conclusive. In the event Contractor disputes the District’s written determination under this paragraph 23.3 with respect to any claimed delay, or the adjustment (or lack thereof) with respect to Contract Time and/or Contract Sum, Contractor’s sole and exclusive remedy shall be to pursue a claim in strict accordance with the requirements of Article 27 (“Claims; Dispute Resolution”).

General Conditions
23.4 Definitions: As used in this Article 23, the following terms shall have the following meanings:

(a) "Excusable Delay" means any delay of the completion of the Project beyond the expiration of the Contract Time caused by conditions beyond the control and without the fault or negligence of the Contractor such as strikes, embargoes, fire, unavoidable casualties, unusual delays in transportation, national emergency, and stormy and inclement weather conditions in which the controlling item of work on the longest critical path of the Baseline Schedule, or accepted schedule, cannot continue. The financial inability of the Contractor or any subcontractor and default of any subcontractor, without limitation, shall not be deemed conditions beyond the Contractor’s control. An Excusable Delay may entitle the Contractor to an adjustment in the Contract Time, but shall not entitle the Contractor to any adjustment in the Contract Sum.

(b) "Compensable Delay" means any delay of the completion of the work beyond the expiration date of the Contract Time for which the District is responsible and which delay is unreasonable under the circumstances involved, and not within the contemplation of the parties. A Compensable Delay may entitle the Contractor to an extension of the Contract Time and/or Contract Sum. Except as provided herein, the Contractor shall have no claim for damage or compensation for any delay, interruption, hindrance, or disruption.

(c) "Inexcusable Delay" means any delay of the completion of the Project beyond the expiration of the Contract Time resulting from causes other than those listed above. An Inexcusable Delay shall not entitle the Contractor to an extension of the Contract Time or an adjustment of the Contract Sum.

23.5 The Contractor may request an adjustment in the Contract Time and/or the Contract Sum, for a Compensable Delay, and may request an adjustment in the Contract Time for an Excusable Delay, subject to the following:

(a) If an Excusable Delay and a Compensable Delay occur concurrently, the maximum extension of the Contract Time shall be the number of days from the commencement of the first delay to the cessation of the delay which ends last. The period of concurrency is excusable but is not compensable.

(b) If an Inexcusable Delay occurs concurrently with either an Excusable Delay or a Compensable Delay, the maximum extension of the Contract Time shall be the number of days, if any, by which the Excusable Delay or the Compensable Delay exceeds the Inexcusable Delay.

(c) If an Inexcusable Delay occurs concurrently with both an Excusable Delay and a Compensable Delay, the maximum extension in the Contract Time shall be the number of days, if any, by which the number of days determined pursuant to Subparagraph (a) exceeds the number of days of the Inexcusable Delay.

(d) For a Compensable Delay, the Contractor shall only be entitled to an adjustment in the Contract Sum in an amount equal to the actual additional labor costs, material costs, temporary facilities costs and unavoidable
equipment costs incurred by the Contractor as a result of the Compensable Delay, plus the actual additional wages or salaries and fringe benefits and payroll taxes of supervisory and administrative personnel necessary and directly employed at the Project site for the supervision of the work during the period of Compensable Delay. Except as provided herein, the Contractor shall have no claim for damage or compensation for any delay including but not limited to extended field costs, extended home overhead costs, impact, inefficiency, unabsorbed home office overhead, under absorbed home office overhead, hindrance, disruption or any other damage arising from delay, no matter how characterized. There shall be no Compensable Delay unless the event or occurrence giving rise to the Compensable Delay delays the actual completion of the Project past the Contract Time.

23.6 The District shall not consider any request for an adjustment to the Contract Time(s) and/or Contract Sum unless the Contractor satisfies the requirements set forth in the Contract Documents for providing prompt and timely written notice of the potential delay and submission of supporting information (including the TIA, and any further or additional supporting information as may be reasonably requested by the District) establishing the impact of the delay on the longest Critical Path of the Baseline Schedule, or accepted schedule update. No adjustment of the Contract Time and/or Contract Sum will be considered, or granted, as a consequence of any claimed delay event in the absence of Contractor’s strict compliance with Article 23 and the Contract Documents.

23.7 The District shall not be responsible to the Contractor for any constructive acceleration due to Contractor’s failure to comply with the submission and justification requirements of the Contract Documents for Contract Time and/or Contract Sum adjustment requests. The Contractor’s failure to perform in accordance with the Baseline Schedule, or accepted schedule update, shall not be excused because the Contractor has submitted a request for adjustment of the Contract Time, unless and until the District approves such request.

24. LIQUIDATED DAMAGES FOR DELAY: It is agreed by the parties to this Contract that in case all work called for under the Contract is not completed in all respects and requirements within the time called for in the Contract Documents, plus any agreed upon extensions of time, damage will be sustained by the District, and that it is and will be impracticable to determine the actual amount of damage by reason of such delay; and the Contractor agrees that the sum set forth within these Contract Documents is a reasonable amount to be charged as liquidated damages; and it is therefore agreed that the Contractor will pay to the District the sum set forth in the Contract Documents, for each and every calendar day’s delay beyond the time prescribed; and the Contractor further agrees that the District may deduct and retain the amount thereof from any monies due the Contractor under the Contract.

25. EFFECT OF EXTENSION OF TIME: Any extension of Contract Time(s) granted the Contractor pursuant to the Contract Documents shall not constitute a waiver by the District of, nor a release of, the Contractor from, the Contractor’s obligation to perform the Work within the Contract Time(s) specified by the Contract Documents, as modified by the particular extension in question. The District’s decision to grant an extension of the Contract Time(s) due to one circumstance set forth in one request, shall not be construed as a grant of an extension for any other circumstance or the same circumstance occurring at some other time, and shall not be viewed by the Contractor as a precedent for any other request for extension of the Contract Time(s).
26. **CHANGES**: The District may at any time, without notice to the sureties, by written order, make changes in the Work within the general scope of the Contract Documents, including but not limited to additions, deletions or other revisions, changes in the Contract Documents and in the method and manner of performing the Work. Such changes shall be ordered or documented by:

(a) Field Modification, which is a written instruction, clarification or additional information communicated by the District or its authorized representative to Contractor directing or authorizing a minor adjustment in the Work or the requirements of the Contract Documents that does not change the Contract Sum or Contract Time;

(b) Change Order, which is a written amendment to the Contract Documents, changing the Work, and/or the Contract Documents, and/or the Contract Sum, and/or the Contract Time; or

(c) Construction Change Directive.

26.1 Upon request by the District or pursuant to a proposed change order by the Contractor, Contractor shall promptly, but in no event more than three (3) days of the event or occurrences giving rise to the issue, provide District with Contractor’s proposed cost and time estimates detailing the amount to be added to or deducted from the Contract Sum and/or Contract Time due to the proposed change. Within five (5) Days, or as otherwise directed in writing by the District, Contractor shall promptly provide District with Contractor’s detailed, itemized proposal, which must include: (i) detailed estimates and other documentation supporting the proposed cost; and (ii) any required adjustments to the Contract Time known by the Contractor to be directly or indirectly attributable to the proposed change. All requests for adjustment to the Contract Time must be supported by a detailed schedule analysis as specified in section 01 32 16 (“Contract Schedule”).

26.1.1 If Contractor fails to promptly submit the required information and documentation as required or requested by the District, the District may issue a Construction Change Directive, which shall constitute the District’s final determination with respect to the adjustment, if any, to the Contract Sum and/or Contract Time due to the proposed change request, and Contractor must immediately proceed with the Work as directed by the District. If warranted in the judgment of the District, the Contract Sum and/or Contract Time may be changed pursuant to the Construction Change Directive in accordance with the District’s estimate of cost and time associated with the change request. In the event Contractor disputes the adjustment, if any, to the Contract Sum and/or Time pursuant to the Construction Change Directive, Contractor’s sole and exclusive remedy shall be to pursue a claim in strict accordance with the requirements of Article 27 (“Claims; Dispute Resolution”).

26.1.2 If, after Contractor has submitted its cost and time proposal, the District and Contractor fail to successfully negotiate or agree on the adjustment, if any, to the Contract Sum and/or Contract Time associated with the proposed changed, the District may issue a Construction Change Directive, which shall constitute the District’s final determination with respect to the adjustment, if any, to the Contract Sum and/or Contract Time due to the proposed change request, and Contractor must immediately proceed with the Work as directed by the District. If warranted in the judgment of the District, the Contract Sum and/or Contract Time may be changed pursuant to the
Construction Change Directive in accordance with the District’s estimate of cost and time associated with the change request. If Contractor disputes any portion of the Construction Change Directive, Contractor must maintain all time and materials records for “Force Account” Work as specified in paragraph 26.3.3. If Contractor fails to maintain such records or fails to submit such records within ten (10) Days following completion of the added Work, the District’s estimate will be used for the purpose of final adjustment, if any, to the Contract Sum and/or Contract Time. In the event Contractor disputes the adjustment, if any, to the Contract Sum and/or Time pursuant to the Construction Change Directive, Contractor’s sole and exclusive remedy shall be to pursue a claim in strict accordance with the requirements of Article 27 (“Claims; Dispute Resolution”).

26.1.3 At the request of the District, a representative(s) on behalf of the Contractor and the District with authority to execute Change Orders shall promptly meet in person at the District’s offices to attempt to resolve any disputes regarding adjustments to the Contract Sum and/or Contract Time arising from any proposed change request.

26.1.4 When Work is deleted, the District is entitled to a credit for the deleted Work. The credit adjustment to the Contract Sum and/or Contract Time for deleted Work will be determined in accordance with Articles 26 and/or 23. If Contractor has ordered acceptable material for the deleted Work before the date of notification of such deletion by the District, and if orders for such material cannot be canceled, such material will be paid for by the District at Contractor’s actual cost. In such case, the material paid for will become the District’s property and the District will pay the actual cost of any further handling. If the material is returnable to the vendor and if the District so directs, Contractor must return the material and the District will pay the actual costs of returning the material, including reasonable and verifiable handling and restocking charges. The actual costs or charges to be paid by the District to Contractor for deleted materials as provided in this paragraph will be computed in the same manner as if the Work were to be paid for on a “Force Account” basis in accordance with paragraph 26.3.3.

26.1.5. Contractor’s written acceptance of a Change Order constitutes final and binding agreement to the provisions thereof and a waiver of all claims in connection therewith, whether direct, indirect or consequential. Pursuant to Public Contract Code section 7100, Contractor may specifically exclude individual Change Order items from operation of the Contractor’s written acceptance of the Change Order and waiver of all claims in connection therewith. However, a general statement that Contractor reserves its right to seek a further adjustment of the Contract Sum and/or Contract Time at a future date for the Work, including Work associated with the Change Order, is not permitted. If Contractor disagrees with any terms or conditions of a Change Order, Contractor must sign it with the statement "Signed Under Protest" and attach a written statement detailing the basis of the disagreement. The written statement detailing the basis of the disagreement must specifically identify each item to be excluded from the Contractor’s waiver and state why Contractor is unable to determine the adjustment of the Contract Sum and/or Contract Time arising from the items excluded in the Contractor’s release.

26.2 Reserved.

26.3 Adjustments, if any, to the Contract Sum by reason of any modifications of the Work as
set forth in a proposed change or Construction Change Directive shall be determined by one or more of the following methods as elected by the District:

26.3.1 Lump Sum Price: By an acceptable lump sum proposal from the Contractor;

26.3.2 Unit Price(s): By unit prices fixed by agreement between the District and the Contractor; and/or

26.3.3 Force Account: By ordering the Contractor to proceed with the work and to keep and present a correct account of the cost of the change, together with all vouchers therefore in accordance with this Article, and in such other form or content as the Architect or District may direct. The Contractor will be paid for labor, materials, and equipment rental actually used on the Change Order work as follows:

(a) Labor: the Contractor will be paid the reasonable cost of labor for the workers used in the actual and direct performance of the work. The cost of labor, whether the employer is the Contractor, subcontractor, or other forces, will be the sum of the following:

(1) Actual Wages: The actual wages paid shall include any reasonable employer payments to or on behalf of the workers for health and welfare, pension, vacation, and similar purposes.

(2) Labor Surcharge: The labor surcharge to be added to the actual wages shall be the reasonable cost of all additional payments made to, or on behalf of the workers, other than actual wages, as required by state or federal laws, including by way of example but not limited to, workers’ compensation, SUTA, FUTA and FICA.

(3) Subsistence and Travel Allowance: The actual reasonable and necessary subsistence and travel allowance paid to such workers.

(b) Materials: The actual cost of the materials to the purchaser, whether the Contractor, a subcontractor, or other forces. If the Contractor does not furnish satisfactory evidence of the cost of such materials, it shall be deemed to be the lowest current wholesale price at which such materials are available in the quantities concerned delivered to the job site. The District reserves the right to furnish such materials as it deems advisable, and the Contractor shall have no claims for costs or profit on such District furnished materials.

(c) Equipment: The use of equipment shall be paid for at the rates listed for such equipment in the current compilation of rental rates of the California Department of Transportation (Caltrans) or competitive local rental rates of established rental agencies serving the area of the work, whichever is less. If the equipment is not shown on the above-mentioned list, Contractor shall be paid such hourly rental rates as are agreed upon by the Contractor and the District prior to use of the equipment, except that in no case shall such agreed hourly rate exceed the rental rates of established distributors or equipment rental agencies serving the area, plus thirty-three and one-third percent (33-1/3%) for the cost of fuel, oil, lubrication, and field repairs and
maintenance. If the equipment is moved on to the work and used exclusively for extra work, the Contractor will be paid for the cost of transporting it to the job and returning it to its original location. The rental period shall begin when the equipment is unloaded at the site of the extra work, and shall include each day that the equipment is at the site of, and performing or utilized for, such extra work, excluding Saturdays, Sundays, and legal holidays, unless extra work is performed on such days, and shall terminate at the end of the day on which such extra work is completed or the Architect directs the Contractor to discontinue the use of such equipment. The rental time to be paid for equipment already on the work, or which is used for other than such extra work, shall be the actual time the equipment is in operation on the extra work, plus the time required to move the equipment to the site of the extra work and return it to its original location.

(d) With respect to the Force Account labor, equipment and materials as computed above, Contractor may profit and overhead in an amount no greater than the following percentages:

<table>
<thead>
<tr>
<th>Item</th>
<th>Percentage</th>
</tr>
</thead>
<tbody>
<tr>
<td>Labor</td>
<td>15%</td>
</tr>
<tr>
<td>Materials</td>
<td>15%</td>
</tr>
<tr>
<td>Equipment Rental</td>
<td>15%</td>
</tr>
</tbody>
</table>

(e) Records: Contractors must maintain records (including daily reports) that provide a clear distinction between the performance of the Force Account Work and the performance of all other operations and Work. With respect to the documentation of its labor, materials and equipment, Contractor shall furnish to District completed daily Force Account Work reports, on forms furnished by or acceptable by the District for each day’s Force Account Work.

The daily Force Account Work reports shall be signed by Contractor, and: (i) must be submitted not later than one (1) workday following the performance of said Work; (ii) must itemize the materials used; (iii) must cover the direct cost of labor and the charges for equipment rental, whether Provided by Contractor, Subcontractor, or other forces; and (iv) must provide names or identifications and classifications of workers, the hourly rate of pay and hours worked, and the size, type and identification number of equipment and hours operated.

Material charges must be substantiated by valid copies of vendor’s invoices. Such invoices must be submitted with the daily Force Account Work reports, or if not available, they must be submitted with subsequent daily Force Account Work reports.

Contractor’s cost records (including those of its subcontractors and suppliers) pertaining to the Work, including Force Account Work, shall be subject to inspection or audit by the District in accordance with Article 32.

(f) For Force Account Change Order work performed by a subcontractor, compensation for such work shall be based on all direct costs as listed in the subcontractor’s portion of the proposal plus the above percentages. Overhead and profit for all tiers of subcontractors shall in no event exceed fifteen percent (15%) of the cost of the work. The Contractor may add ten percent (10%) to the subcontractor’s proposal for overhead and profit.
(g) The allowances for overhead and profit as enumerated in the preceding subparagraphs shall include full compensation for any and all items of overhead or profit including but not limited to, superintendence, field overhead, home office overhead (absorbed, unabsorbed and under absorbed), impact, inefficiency, interference, acceleration, disruption, suspension, lost profits, Contractor bonds, insurance, general conditions, clean-up, safety meetings, mandated programs and processing of Claim and Change Order documents

(h) A change order shall be treated as an accord and satisfaction of any and all known or unknown claims on behalf of contractor and all individuals and entities performing work and/or supplying materials on behalf of contractor.

26.4 The adjustment, if any, to the Contract Sum and/or Contract Time, shall be set forth in the Change Order or Construction Change Directive.

27. CLAIMS: DISPUTE RESOLUTION: A Claim is a written request by Contractor, in accordance with the requirements set forth in this Article, to adjust, alter, modify, or otherwise change the Contract Sum or the Contract Time, or both, or the terms, conditions and provisions of the Contract Documents. In strict accordance with the Contract Documents, each Claim must be stated with specificity and satisfy all requirements set forth in this Article. It is the intent of the District that all Claims arising under and by virtue of the Contract Documents shall be brought to the attention of the District at the earliest possible time in order that the matters may be resolved, if possible, or other appropriate action promptly taken, and, further, that all Claims shall be subject to the dispute resolution proceedings set forth in this Article. Contractor’s surety or sureties shall be bound by and subject to the dispute resolution provisions set forth herein, and Contractor’s surety or sureties shall, at the request of the District (or Contractor), participate in any dispute resolution proceedings, including mediation or litigation.

27.1 Compliance with Conditions Precedent: No matter or issue may be considered as a Claim hereunder unless Contractor has fully complied with all notice requirements and/or other procedures as may be applicable in accordance with the General Conditions and Contract Documents (including, but not limited to, all notice and other requirements pursuant to Article 26 (“Changes”)). All such applicable notice requirements and/or other procedures shall constitute conditions precedent to the assertion of any Claim(s) on behalf of Contractor. Contractor hereby expressly waives any Claim(s) of which Contractor was aware, or should have been aware through the exercise of reasonable diligence, whether or not the exact amounts of such Claims were ascertainable, which was/were not submitted to the District prior to Contractor proceeding to perform the Work, or portions of the Work, giving rise to such Claims.

27.2 Notice of Potential Claim: Contractor shall submit to the District, within fifteen (15) days after the event or occurrence giving rise to a Claim, or along with its application for final payment, whichever time period expires first, a Notice of Potential Claim (“NOPC”) presented in strict accordance with, this Article. The receipt by Contractor of the District’s final determination with respect to a proposed Change Order, change request or notice of delay seeking an adjustment of the Contract Sum or the Contract Time, or both, and/or any other action or conduct that may give rise to a Claim as defined in this Article, shall trigger the commencement of the time in which Contractor must issue the NOPC. Contractor hereby expressly waives all Claims not made within the aforesaid time limit.

27.2.1 Each written NOPC shall furnish the documentation to substantiate the request
for time and/or money (or any other relief) in the following format:

(a) Introduction and Issue Identification;
(b) Narrative Background;
(c) Chronology of Pertinent Events and Facts;
(d) Contractor’s Position (Reasons for District’s Potential Liability or Basis for Relief Sought);
(e) Supporting Documentation of Merit;
(f) Supporting Documentation of Damages;
(g) Schedule Analysis and Time Impact Analysis (if an adjustment of Contract Time is sought); and
(h) Supporting Documentation and Explanation of Relief Sought.

27.2.2 Supporting Documentation, as referenced in 27.2.1, must be cited by express reference, photocopies or detailed explanation. Supporting Documentation may include, without limitation, General Conditions, General Requirements, Technical Specifications, Plans and Drawings, Submittals, inspection records, schedules, test reports, daily reports, subcontracts, schedule analysis and fragmentary critical path schedules, photographs, technical reports, Requests for Information, field instructions, and any and all other related documentation, records, information or data necessary to support the merit of any Claim(s) asserted by Contractor. Upon the written request of the District, Contractor shall promptly augment or provide additional or further documentation, records, information or data regarding the merit of any Claim(s) asserted by Contractor.

27.2.3 Supporting Documentation of Damages, as referenced in 27.2.1(f), must be cited by express reference, photocopies or detailed explanation. Supporting Documentation of Damages may include, without limitation, all documentation and data related to the submission of the Contractor’s bid (or the bid of any subcontractor) and the performance of Work by Contractor or subcontractors, vendor and supplier files and cost records, invoices, general ledger, job cost reports and summaries, certified payroll reports, cost data associated with labor, materials, equipment, and services associated with the performance of the Work (or any aspect of the Work), purchase orders, documentation detailing as-planned and as–built costs, payment documentation and evidence of payments, material quantity reports, labor reports, accounting data and materials, and any and all other related documentation, records, information or data necessary to support the damages sought pursuant to any Claim(s) asserted by Contractor. Upon the written request of the District, Contractor shall promptly augment or provide additional or further documentation, records, information or data regarding the damages sought pursuant to any Claim(s) asserted by Contractor.

27.2.4 Within thirty (30) days after receipt of a written NOPC in strict compliance with this Article, representatives of the District and Contractor shall informally meet and confer, in person, at the offices of the District, to attempt to resolve the matters and issues identified in the NOPC.

27.3 Notice of Claim: If Contractor and District are unable to resolve all disputed matters and issues through the informal meet and confer process described in paragraph 27.2.4, Contractor shall submit a written Notice of Claim, certified under, and in strict accordance with, this Article, on or before the date the Contractor tenders its request for final payment to the District. A Notice of Claim may include multiple matters and issues; however, each Claim identified within the Notice of Claim must be separately identified and substantiated. Issues not separately identified and substantiated in the Notice of Claim will not be considered by the
District. Claim documentation must be complete when submitted, and may not be augmented by Contractor except with the advance written permission of the District. The evaluation of the Contractor’s Claim will be based on the District’s records and the documentation submitted in support of the Notice of Claim. Contractor hereby expressly waives all Claims not timely submitted, in complete and proper form and in strict accordance with this Article, on or before the date of final payment.

27.3.1 The written Notice of Claim shall conform to generally accepted accounting and auditing standards, and the documentation furnished by Contractor to substantiate the Claim shall be in the following format:

(a) Introduction and Issue Identification;
(b) Narrative Background;
(c) Chronology of Pertinent Events and Facts;
(d) Contractor’s Position (Reasons for District’s Potential Liability or Basis for Relief Sought);
(e) Supporting Documentation of Merit;
(f) Supporting Documentation of Damages;
(g) Schedule Analysis and Time Impact Analysis (if an adjustment of Contract Time is sought); and
(h) Supporting Documentation and Explanation of Relief Sought.

27.3.2 Supporting Documentation, as referenced in 27.3.1, must be cited by express reference, photocopies or detailed explanation. Supporting Documentation shall be complete at the time submitted to the District, and may include, without limitation, General Conditions, General Requirements, Technical Specifications, Plans and Drawings, Submittals, inspection records, schedules, test reports, daily reports, subcontracts, schedule analysis and fragmentary critical path schedules, photographs, technical reports, Requests for Information, field instructions, and any and all other related documentation, records, information or data necessary to support the merit of any Claim(s) asserted by Contractor.

27.3.3 Supporting Documentation of Damages, as referenced in 27.3.1(f), must be cited by express reference, photocopies or detailed explanation. Supporting Documentation of Damages shall be complete at the time submitted to the District, and may include, without limitation, all documentation and data related to the submission of the Contractor’s bid (or the bid of any subcontractor) and the performance of Work by Contractor or subcontractors, vendor and supplier files and cost records, invoices, general ledger, job cost reports and summaries, certified payroll reports, cost data associated with labor, materials, equipment, and services associated with the performance of the Work (or any aspect of the Work), purchase orders, documentation detailing as-planned and as–built costs, payment documentation and evidence of payments, material quantity reports, labor reports, accounting data and materials, and any and all other related documentation, records, information or data necessary to support the damages sought pursuant to any Claim(s) asserted by Contractor.

27.3.4 The Notice of Claim shall be submitted with a claim certification in strict accordance with Article 28 of the General Conditions. Failure to timely submit the claim certification shall be sufficient cause for the District to reject the Notice of Claim submission, and in such case, the Contractor’s Claim(s) shall be deemed waived.

27.3.5 Within thirty (30) days after receipt of a written Notice of Claim in strict compliance with this Article, and including the required claim certification, representatives of the District and Contractor possessing full settlement authority shall informally meet and
confer, in person, at the offices of the District, to attempt to resolve the matters and issues identified in the Notice of Claim. The Contractor representative shall be an owner or officer of the Contractor. In the event that the Contractor and District are unable to resolve all disputed matters and issues through the informal meet and confer process, the District shall publish a written response to the Contractor’s Notice of Claim within fifteen (15) days after the conclusion of the meet and confer process, and the District’s written response shall constitute the final written decision of the District with respect to the Notice of Claim. Contractor further understands and agrees that submission of a Notice of Claim, in strict conformance with all of the requirements of these Contract Documents, and rejection of all or part of said Claim by District, is a condition precedent to any action by Contractor against District, including but not limited to, the filing of a claim pursuant to Government Code section 900, and following, or the filing of a lawsuit against District.

27.4 Claims Equal To Or Less Than $375,000: This paragraph 27.4 is intended to apply solely to the resolution and handling of a Claim(s) denied or rejected by the District through its final decision issued pursuant to paragraph 27.3.5, and where the cumulative amount of such unresolved Claim(s) is/are Three Hundred Seventy-Five Thousand Dollars ($375,000), or less. With respect to any such unresolved Claim(s), the provisions of Public Contract Code section 20104 and following, shall apply and are hereby incorporated into these General Conditions and are reproduced below in *italics*. The documentation that is necessary to substantiate any Claim(s) submitted pursuant to this paragraph 27.4 must comply with the format and certification requirements for the Notice of Claim as set forth in paragraph 27.3.

(A) Claims for $375,000 or below (Public Contract Code - §20104) Application of article; provisions included in plans and specifications:

(a)(1) This article applies to all public works claims of three hundred seventy-five thousand dollars ($375,000) or less which arise between a contractor and local agency.

(2) This article shall not apply to any claims resulting from a contract between a contractor and a public agency when the public agency has elected to resolve any disputes pursuant to Article 7.1 (commencing with §10240) of Chapter 1 of Part 2.

(b)(1) "Public work" means "public works contract" as defined in Section 1101 but does not include any work or improvement contracted for by the state or the Regents of the University of California.

(2) "Claim" means a separate demand by the contractor for (A) a time extension, (B) payment of money or damages arising from work done by, or on behalf of, the contractor pursuant to the contract for a public work and payment of which is not otherwise expressly provided for or the claimant is not otherwise entitled to, or (C) an amount the payment of which is disputed by the local agency.

(c) The provisions of this article or a summary thereof shall be set forth in the plans or specifications for any work which may give rise to a claim under this article.
(d) This article applies only to contracts entered into on or after January 1, 1991.

(B) Claims for $375,000 or below (Public Contract Code - §20104.2) Claims; requirements; tort claims excluded:

(a) The claim shall be in writing and include the documents necessary to substantiate the claim. Claims must be filed on or before the date of Final Payment. Nothing in this subdivision is intended to extend the time limit or supersede notice requirements otherwise provided by contract for the filing of claims.

(b)(1) For claims of less than fifty thousand dollars ($50,000), the local agency shall respond in writing to any written claim within 45 Days of receipt of the claim, or may request, in writing, within 30 Days of receipt of the claim, any additional documentation supporting the claim or relating to defenses to the claim the local agency may have against the claimant.

(2) If additional information is thereafter required, it shall be requested and provided pursuant to this subdivision, upon mutual agreement of the local agency and the claimant.

(3) The local agency’s written response to the claim, as further documented, shall be submitted to the claimant within 15 Days after receipt of the further documentation or within a period of time no greater than that taken by the claimant in producing the additional information, whichever is greater.

(c)(1) For claims of over fifty thousand dollars ($50,000) and less than or equal to three hundred seventy-five thousand dollars ($375,000), the local agency shall respond in writing to all written claims within 60 Days of receipt of the claim, or may request, in writing, within 30 Days of receipt of the claim, any additional documentation supporting the claim or relating to defenses to the claim the local agency may have against the claimant.

(2) If additional information is thereafter required, it shall be requested and provided pursuant to this subdivision, upon mutual agreement of the local agency and the claimant.

(3) The local agency’s written response to the claim, as further documented, shall be submitted to the claimant within 30 Days after receipt of the further documentation, or within a period of time no greater than that taken by the claimant in producing the additional information or requested documentation, whichever is greater.

(d) If the claimant disputes the local agency’s written response, or the local agency fails to respond within the time prescribed, the claimant may so notify the local agency, in writing, either within 15 Days of receipt of the local agency’s response or within 15 Days of the local agency’s failure to respond within the time prescribed, respectively, and demand an informal conference to meet and confer for settlement of the issue in dispute. Upon a demand, the local agency shall schedule a meet and confer conference within 30 Days for...
settlement of the dispute.

(e) Following the meet and confer conference, if the claim or any portion remains in dispute, the claimant may file a claim as provided in Chapter 1 (commencing with §900) and Chapter 2 (commencing with §910) of Part 3 of Division 3.6 of Title 1 of the Government Code. For purposes of those provisions, the running of the period of time within which a claim must be filed shall be tolled from the time the claimant submits his or her written claim pursuant to subdivision (a) until the time that claim is denied as a result of the meet and confer process, including any period of time utilized by the meet and confer process.

(f) This article does not apply to tort claims and nothing in this article is intended nor shall be construed to change the time periods for filing tort claims or actions specified by Chapter 1 (commencing with §900) and Chapter 2 (commencing with §910) of Part 3 of Division 3.6 of Title 1 of the Government Code.

(C) Claims for $375,000 or below (Public Contract Code - § 20140.4) Civil action procedures; mediation and arbitration; trial de novo; witnesses:

(a) Within 60 Days, but no earlier than 30 Days, following the filing or responsive pleading, 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 15 Days by both parties of a disinterested third person as mediator, shall be commenced within 30 Days of the submittal, and shall be concluded within 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)(1) If the matter remains in dispute, the case shall be submitted to judicial arbitration pursuant to Chapter 2.5 (commencing with §1141.10) of Title 3 of Part 3 of the code of Civil Procedure, notwithstanding § 1141.11 of that code. The Civil Discovery Act (Title 4 (commencing with §2016.010) 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.

(2) Notwithstanding any other provision of law, upon stipulation of the parties, arbitrators appointed for purposes of this article shall be experienced in construction law, and, upon stipulation of the parties, mediators and arbitrators shall be paid necessary and reasonable hourly rates of pay not to exceed their customary rate, and such fees and expenses shall be paid equally by the parties, except in the case of arbitration where the arbitrator, for good cause, determines a different division. In no event shall these fees or expenses be paid by state or county funds.

(3) In addition to Chapter 2.5 (commencing with § 1141.10) of Title 3 of Part 3 of the Code of Civil Procedure, any party who after receiving an arbitration award requests a trial de novo but does not obtain a more favorable judgment shall, in addition to payment of costs and fees under that chapter, pay the
attorney’s fees of the other party arising out of the trial de novo.

(c) The court may, upon request by any party, order any witnesses to participate in the mediation or arbitration process.

(D) Claims for $375,000 or below (Public Contract Code - §20140.6) Payment on undisputed portion of claim; interest on arbitration awards or judgments:

(a) No local agency shall fail to pay money as to any portion of a claim which is undisputed except as otherwise provided in the contract.

(b) In any suit filed under § 20104.4, the local agency shall pay interest at the legal rate on any arbitration award or judgment. The interest shall begin to accrue on the date the suit is filed in a court of law.

27.4.1 Agreement to Opt-Out: Notwithstanding anything to the contrary in the Contract Documents, the District and Contractor may mutually agree at any time, in writing, that any Claim(s) to which the obligations set forth in paragraph 27.4 apply (i.e., unresolved Claims in an amount equal to or less than $375,000) shall be subject to the dispute resolution requirements as set forth in paragraph 27.5 applicable to the resolution and handling of claims in an amount in excess of $375,000. Should the District and Contractor so agree in writing, the parties shall follow the requirements with respect to mediation and, if necessary, judicial reference, in accordance with paragraph 27.5.

27.5 Claims Exceeding $375,000: This paragraph 27.5 shall apply solely to the resolution and handling of a Claim(s) denied or rejected by the District through its final decision issued pursuant to paragraph 27.3.5, and where the cumulative amount of any such unresolved Claim(s) is/are in excess of Three Hundred Seventy-Five Thousand Dollars ($375,000).

27.5.1 Mediation: The District and Contractor (and Contractor’s surety or sureties, if requested to participate) agree to engage in good faith efforts to seek to resolve any outstanding Claims by mediation prior to proceeding with further dispute proceedings. This includes any claims or contentions raised by the District which remain unresolved. Mediation is a non-binding process intended to provide an opportunity for the parties to evaluate each other’s cases and arrive at a mutually agreeable solution. These provisions relating to consensual mediation shall not be construed or interpreted as mandatory arbitration. Contractor’s surety or sureties shall, at the request of the District (or Contractor), participate in any mediation proceedings.

27.5.1.1 Initiation of Mediation: Within ten (10) days after the District issues its final decision pursuant to paragraph 27.3.5 either party may initiate mediation of a Claim or dispute by notifying the other party, in writing, of its intent to mediate any Claim(s) denied or rejected by the District or dispute. Contractor hereby expressly waives all Claims not timely submitted to mediation in accordance with paragraph 27.5.1.

27.5.1.2 Request for Mediation: A request for mediation must be in writing and set forth a brief statement that identifies the Claim(s), the asserted damages, the names, addresses, and phone numbers of the parties, and identify their authorized representative, if any, that will
participate in the mediation.

27.5.1.3 Selection of Mediator: Upon receipt of a request for mediation, within fourteen (14) calendar days, the parties will meet and confer to select an appropriate mediator agreeable to all parties. If the parties cannot agree on a mediator, they hereby agree to accept a mediator to be appointed by a recognized alternative dispute resolution organization, such as the American Arbitration Association or JAMS, Inc. The parties agree that any neutral selected or appointed to preside over the mediation shall be an attorney admitted to practice law in the State of California or a retired judge, and he or she shall possess at least 15 years experience practicing law in the substantive areas of public contracting, public construction contracts and construction litigation.

27.5.1.4 Times and Place of Mediation: The mediator, using advice and input from the parties, shall set the time of each mediation session, as well as the mediation protocol (i.e., submission of briefs, statement of damages, etc.). The mediation will be held at any convenient location agreeable to the mediator and the parties, as the mediator determines. All reasonable efforts will be made by the parties and the mediator to schedule the first session within thirty (30) calendar days after selection of the mediator.

27.5.1.5 Expenses: All fees paid to the mediator, including any required traveling and other expenses of the mediator, will be shared equally among the parties to the mediation.

27.5.1.6 Termination of Mediation: The mediation may be terminated: (a) by the execution of a settlement agreement by the parties; (b) by a written declaration of the mediator to the effect that further efforts at mediation are no longer worthwhile; or (c) by a writing on behalf of a party or parties to the effect that the mediation proceedings are terminated.

27.5.1.7 Privileges and Protections: All meetings, communications and correspondence relative to the mediation procedures set forth in this paragraph 27.5.1 shall be subject to any applicable mediation or settlement-related privilege afforded under California law, including, without limitation, California Evidence Code sections 1115, and following and section 1152.

27.5.1.8 Statutory Claims Procedure: For purposes of the mediation procedure set forth in this paragraph 27.5.1, the running of the time period within which a claim (other than a tort claim) must be filed pursuant to 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 shall be tolled from the time the Contractor submits a written request for mediation until the time that the mediation process is terminated. However, nothing in this provision is intended nor shall be construed to change the time periods for filing
tort claims or actions specified by 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.

27.6 Presentation of Statutory Claim: If, at the termination of the mediation proceedings pursuant to this paragraph 27.5.1, the Claim(s), or any portion thereof, remain(s) in dispute, and as a condition precedent to the commencement by Contractor of any litigation arising from or related to the Contract Documents, the provisions of California law applicable to the presentation of claims and prosecution of disputes by the Contractor shall apply to Claims asserted by the Contractor, including, without limitation, 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. Contractor shall be responsible to fully satisfy and comply with all such requirements as may be applicable with respect to any such Claim(s) presented by Contractor.

27.7 Judicial Reference: The portions of this Article requiring the resolution of certain Claims and disputes pursuant to judicial reference shall be applicable to all litigation arising out of the Contract Documents involving the District, the Contractor and Contractor’s surety or sureties. Any litigation arising out of the Contract Documents shall be brought in Sacramento County Superior Court (“Court”), and Contractor expressly waives the removal provisions of California Code of Civil Procedure section 394. Contractor’s surety or sureties shall be bound by and subject to the dispute resolution provisions set forth herein, including the terms set forth in paragraph 27.7.

27.7.1 Governing Law: Any controversy or dispute between the District and Contractor arising under or related to the Contract Documents, including, without limitation, Claim(s) asserted on behalf of the Contractor against the District to which paragraph 27.5 may apply, shall be decided by general reference procedures pursuant to Code of Civil Procedure section 638, as modified by the provisions of this paragraph 27.7. Any variations from the statutory reference procedures set forth herein shall be deemed to be a stipulation by the parties to such revised procedures. Should any court or referee determine that the procedures set forth herein violate any statute, case law, rule or regulation, the terms of such statute, case law, rule or regulation shall control and govern.

27.7.2 Commencement: The general reference proceeding shall be commenced by a request or a motion filed with the Presiding Judge of the Superior Court of the County of Sacramento. Except to the extent modified herein, the reference shall be conducted in accordance with California law, including, but not limited to, the Code of Civil Procedure and the Evidence Code.

27.7.3 Referee; Reference: The referee appointed by the Court shall be an attorney admitted to practice law in the State of California, or a retired judge, and he or she shall possess at least 15 years experience practicing law in the substantive areas of public contracting, public construction contracts and construction litigation and having significant experience representing public entities and private entities. The Court shall appoint only one referee. The Referee shall provide the disclosure required by California Code of Civil Procedure section 1281.9, including the significant experience. Each party shall pay one-half (1/2) of the expenses of the general reference at the rate set by the Court pursuant to Code of Civil Procedure sections 645.1 and 1023, subject to a further cost allocation by the referee should the referee award costs, if any, to the prevailing party (however, attorneys’ fees and expert costs

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shall not be awarded by the referee unless such an award is provided for in the Contract Documents or authorized by statute).

The District and Contractor hereby waive a jury trial or proceeding in connection with any dispute or Claim(s) subject to this paragraph 27.7.

27.7.4 Location of Reference: All general reference proceedings hereunder shall be conducted in a mutually agreeable location in the County of Sacramento, State of California.

27.7.5 Discovery: Discovery shall be available as provided in the California Code of Civil procedure. The general reference hearing must commence within one hundred eighty (180) days after appointment of the referee, and the hearing shall not exceed twenty (20) days in length absent the agreement of the referee.

27.7.6 Final Statement of Decision: The referee shall report his or her findings to the Court in the form of a final statement of decision within twenty (20) days after the close of testimony, pursuant to Code of Civil Procedure §643. The referee’s final statement of decision shall be binding upon the District and the Contractor provided that the parties first have an opportunity to comment on and seek changes to the proposed statement of decision. Upon filing of the final statement of decision with the clerk of the Court, or with the judge where there is no clerk, the Court may enter judgment hereon. The decision of the referee shall be appealable as if rendered by the Court.

27.7.7 Costs and Expenses: The referee shall be authorized to award costs of the general reference, including, the costs of the referee and related expenses, to the prevailing party. However, the referee shall have no authority to award attorney’s fees or expert costs to the prevailing party absent express authorization to award attorneys’ fees and expert costs to the prevailing party under any applicable provision of the Contract Documents or pursuant to statutory authority.

27.8 Contractor’s Representations and Warranty: Contractor represents and warrants that it has the ability to generate and maintain complete and accurate cost accounting records that, if required, will reflect the actual costs of the Work incurred or avoided for multiple items of costs, and, on an event-by-event basis, the effect of multiple and concurrently occurring or caused delays on the progress of the Work. Accordingly, Contractor agrees that all Change Order Requests and Claims shall be itemized in a manner that, with reasonable mathematical certainty and without reliance upon probabilities or inferences, segregates on a discrete, event-by-event basis the direct, actual costs associated with each individual request for adjustment to the Contract Sum or Contract Time, or both.

27.9 Exclusive Remedy: Contractor’s performance of its duties and obligations specified in this Article 27 and submission of a claim as provided in this Article 27 is Contractor’s sole and exclusive remedy for the payment of money, extension of time, the adjustment or interpretation of contract terms or other relief in contract or in tort arising from the Contract Documents. This exclusive remedy and the limitation of liability (expressed herein and elsewhere throughout the Contract Documents) apply notwithstanding the completion, termination, suspension, cancellation, breach or rescission of the Work or the Contract Documents, negligence or strict liability of the District, its representatives, consultants, or agents, or the transfer of the Work or the Project to the District for any reason whatsoever. Contractor waives all claims of waiver,
estoppel, release, bar, or any other type of excuse for non-compliance with the claim submission requirements. Strict compliance with the notice and claim submission procedures stated in this Article is a condition precedent to Contractor’s right to commence litigation, file a claim under the Government Claims Act or commence any other legal proceeding of any nature whatsoever. No claim or issue not specifically raised in a timely protest and timely claim submitted under this Article 27 may ever, under any circumstances, be asserted in any claim under the Government Claims Act, subsequent litigation or other legal proceeding of any nature whatsoever.

27.10 Disputes Involving Architect, Engineer or Design Professionals: In the event that any Claim(s) asserted by the Contractor arise from or is/are related, in any manner, to conduct or actions for which the Project Architect or Engineer or other design professional may be responsible, the parties acknowledge and agree that the District may, in its sole discretion, require the participation and/or joinder of the Project Architect or Engineer or other design professional in any dispute proceeding under this Article. This right shall remain solely within the discretion of the District, and Contractor shall have no rights under the Contract Documents to require or seek to compel the participation and/or joinder of the Project Architect or Engineer or other design professional in any dispute proceeding under this Article.

27.11 Application of Article: The procedures and remedies set forth in Article 27 shall not apply to: (i) any claim by the District against the Contractor or its surety or sureties; (ii) any claim or dispute relating to stop notices; or (iii) any claim relating to the approval, refusal to approve or substitution of any subcontractor, regardless of tier, pursuant to Public Contract Code section 4700, and following; except, however, that any claim, demand, cause of action or damage asserted by the District against the Contractor or its surety or sureties shall be subject to the judicial reference requirements set forth at paragraph 27.7.

28. FALSE CLAIMS: California Penal Code section 72, provides that any person who presents for payment with intent to defraud any district board or officer, any false or fraudulent claim, bill, account, voucher, or writing, is punishable by fines not exceeding ten thousand dollars ($10,000.00) and/or imprisonment in the state prison.

28.1 Government Code sections 12650, and following, pertains to civil penalties that may be recovered from persons (including corporations, etc.) for presenting a false claim for payment or approval, presenting a false record or statement to get a false claim paid or approved, or other acts, to any officer or employee of any political subdivision of the State of California. Any person or corporation violating the provisions of Government Code sections 12650, and following, shall be liable for three times the amount of the damages of the political subdivision, plus a civil penalty, plus costs.

28.2 All Claims by Contractor, shall include the following certification, properly completed and executed by Contractor or an officer of Contractor:

28.3 I, ____________________________, BEING THE ____________________________ (CONTRACTOR), DECLARE UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA, AND DO PERSONALLY CERTIFY AND ATTEST THAT: I HAVE THOROUGHLY REVIEWED THE ATTACHED CLAIM FOR ADDITIONAL COMPENSATION AND/OR EXTENSION OF TIME, AND KNOW ITS CONTENTS, AND SAID CLAIM IS TRUTHFUL AND ACCURATE; THAT THE AMOUNT REQUESTED ACCURATELY REFLECTS THE CONTRACT ADJUSTMENT FOR WHICH THE OWNER
IS LIABLE; AND, FURTHER, THAT I AM FAMILIAR WITH CALIFORNIA PENAL CODE SECTION 72 AND CALIFORNIA GOVERNMENT CODE SECTION 12650, ET SEQ, PERTAINING TO FALSE CLAIMS, AND FURTHER KNOW AND UNDERSTAND THAT SUBMISSION OR CERTIFICATION OF A FALSE CLAIM MAY LEAD TO FINES, IMPRISONMENT AND/OR OTHER SEVERE LEGAL CONSEQUENCES.

29. **PAYMENTS:** Contractor warrants and represents that upon submission of an application for payment, all work for which certificates of payment have been previously issued and payment has been received from District, shall be free and clear of all claims, stop notices, security interests, and encumbrances in favor of Contractor, subcontractors or other persons or firms entitled to make claims by reason of having provided labor, materials, or equipment related to the work and all work covered by that application for payment has been performed in strict compliance with the Contract Documents.

30. **COST AND PRICING DATA:** All cost and pricing data submitted by the Contractor to the District with respect to any change, prospective or completed, or any claim for extra compensation shall be a true, complete, accurate, and current representation of actual cost and pricing of the work. The District or its authorized representative may require a formal certification as to cost and pricing data submitted by the Contractor. Certification shall be in the form acceptable to District.

31. **PROCEED WITH WORK:** Notwithstanding any Change Order or Construction Change Directive, or the existence of any dispute or Claim, Contractor shall not cause any delay, cessation, or termination in or of Contractor’s performance of the work, but shall diligently proceed with performance of the work in accordance with the Contract Documents.

32. **ACCESS TO RECORDS:** The Contractor must maintain all books, records, documents, electronic data, and other information directly pertinent to the performance of the Work, all in accordance with generally accepted accounting principles and practices consistently applied, and which shall include, without limitation, all bid worksheets, bids and bid files, subcontractor bids and proposals, estimates, cost accounting data, accounting records, payroll records, time sheets, cancelled checks, profit and loss statements, balance sheets, general ledgers, job cost reports, Project correspondence including, but not limited to, all correspondence and communications between Contractor and its sureties and subcontractors/vendors, Project files, scheduling information, and other records of the Contractor and all subcontractors, suppliers, fabricators, or materialmen directly or indirectly pertinent to the Work, original as well as change and claimed extra work, to verify and evaluate the accuracy of cost and pricing data and/or schedule impacts submitted with any Application for Payment, Change Order or Change Order Request, prospective or completed, or any Claim(s) for which additional compensation or an extension of Contract Time has been requested, or Notice of Potential Claim which has been or will be tendered. The Contractor must also maintain all financial information and data, in hard copy and electronic formats, used by the Contractor as it pertains to the Project and the discharge of the Contractor’s obligations under the Contract Documents. The District or its representative (including, without limitation, the Project Architect) shall be allowed have access upon 24 hours advanced written notice, at all times during normal business hours, to all Contractor’s documents and data referenced herein (in both hard-copy and electronic formats), as well as all of Contractor’s books, summary reports, records, accounts, estimates, documents, detailed financial information, certified payroll records, and all other relevant information and documentation for the purposes of inspection, audit, and copying. Electronic data and information shall be made available for inspection, audit, and copying in addition to any hard copies of said documents, records and data, even if originals and/or hard copies are also
produced. The Contractor will, at no cost to District, provide proper facilities for such access, inspection and copying purposes. However, the costs associated with the reproduction of such data shall be borne by the District.

32.1 The documents, records and data referenced in this Article 32, which must be maintained and produced for inspection, audit, and copying, shall include not only original documents, records and data and/or hard-copies of the same, but also any and all documents, records and data which are kept on computer hard-drives, disks, tape or digital back-up, servers or networks in their native electronic format.

32.2 Contractor agrees to include and make the requirements of this section applicable to all Subcontracts (of any tier), agreements/contracts or purchase orders pertaining to the performance of the Work in excess of $10,000.

32.3 Contractor agrees to provide all information and reports (in hard copy and electronic formats) resulting from its access to records of lower tier entities and/or suppliers to the District within the time periods set forth above.

32.4 Records as maintained in the Contractor’s ordinary course of business (i.e., paper format, electronic format or both) must be maintained and made available during the performance of Work and for five (5) years after Final Payment, and until final settlement of all disputes, Claims, or litigation, whichever occurs later. In addition, those records which relate to any portion of the Contract Documents, to any Change Order or Change Order Request, to any dispute, to any litigation or other legal proceeding, to the settlement of any Claim(s) arising out of such performance, or to the cost or items to which an audit exception has been taken, must be maintained and made available until Final Payment or final resolution of such dispute, litigation, Claim(s), whichever occurs later.

32.5 The right of access provisions of this Article shall apply to all records, including all financial records and data compilations, pertaining to the Contractor’s performance of the Work:

(a) to the extent the records pertain directly to Contract performance, or the performance of any subcontractor (of any tier), supplier, fabricator, or materialman;

(b) to the extent required for verification of the costs incurred where such costs are the basis for billings pursuant to this Contract, including Applications for payment and evaluation of Change Orders Requests and Claims;

(c) to the extent there is any indication to the District of a violation of the California False Claims statute or that fraud, gross abuse, or corrupt practices may be involved; and/or

(d) if the Contract is terminated for default or convenience.

32.6 The parties agree that in the event Contractor or any subcontractor (of any tier), supplier, fabricator, or materialman fails to comply with this Article, it would be difficult for the District to determine its actual damages; therefore, Contractor agrees to pay District, as liquidated damages, the sum of Two hundred Dollars ($200.00), which Contractor agrees is reasonable under the circumstances, for each and every calendar day which Contractor or a subcontractor,
supplier, fabricator, or materialman fails or refuses to provide the District, Architect, and/or their authorized representatives, access to the materials specified in this section.

32.7 Access to records is not limited to the required retention period(s) as set forth in the Contract Documents or as otherwise required by applicable law. The District’s Authorized Representative or designee will have access to records at any reasonable time for as long as the records are maintained.

33. **DISMISSAL OF UNSATISFACTORY EMPLOYEES:** If any person employed by the Contractor, or any subcontractor, shall fail or refuse to carry out the directions of the Architect or District; or, in the opinion of the Architect or District, is incompetent, unfaithful, intemperate, or disorderly; uses threatening or abusive language to any person representing the Architect or District on the work; or is otherwise unsatisfactory, he or she shall be removed from the work immediately, and shall not again be employed on the work.

34. **TERMINATION OF UNSATISFACTORY SUBCONTRACTS:** When any portion of the work which has been subcontracted by the Contractor is not being prosecuted in a satisfactory manner, the subcontract for such work shall be terminated immediately by the Contractor upon written notice from the Architect or District, and the subcontractor shall not again be employed on the type of work in which his or her performance was unsatisfactory.

35. **TEMPORARY SUSPENSION OF WORK:** The District shall have the authority to suspend the work wholly or in part for such period as it may deem necessary (up to 120 days), due to unsuitable weather, or to any other conditions it considers unfavorable for the suitable prosecution of the work, or for such time as it may deem necessary, due to the failure on the part of the Contractor to carry out orders given or to perform any provisions of the Contract, or for any other reason. The Contractor shall immediately comply with such written order of the District to suspend the work wholly or in part. The suspended work shall be resumed only when conditions are favorable or methods are corrected, as ordered or approved in writing by the District.

35.1 If a suspension of the work is ordered by the District due to the failure on the part of the Contractor to carry out orders or to perform any provisions of the Contract, the days on which the suspension order is in effect shall be considered working days, and shall not in any way modify or invalidate any of the provisions of this Contract, and the Contractor shall not be entitled to any damages or compensation on account of such suspension or delay.

36. **TERMINATION OF CONTRACTOR’S CONTROL OVER THE WORK:** Whenever, in the opinion of the District, the Contractor has failed to supply an adequate force of labor, equipment, or materials of proper quality, or has failed in any other material respect to prosecute the work with the diligence specified in the Contract; or if Contractor should refuse or fail to comply with laws, ordinances, or directions of the District or Architect; or if Contractor should fail to make prompt payments to subcontractors or for labor or materials; or otherwise be in material breach of this Contract; the District may give written notice of at least five (5) calendar days to the Contractor and Contractor’s sureties that if the defaults are not remedied within a time specified in such notice, the Contractor’s control over the work will be terminated.

36.1 If the Contractor should be adjudged a bankrupt, or make an assignment for the benefit of Contractor’s creditors, or if a receiver should be appointed on account of Contractor’s insolvency, the District may declare the Contractor’s control over the work terminated, and so
notify the Contractor and Contractor’s sureties.

36.2 Upon such termination, the District may take possession, and use all or any part, of the Contractor’s materials, tools, equipment, and appliances upon the premises to complete the work; the District assuming responsibility for the final relinquishment of such equipment at the conclusion of the work, or sooner, at its option, in as good condition as when it was taken over, reasonable wear and tear excepted; and the District agrees to pay for such materials and the use of said equipment at a reasonable compensation.

36.3 Whenever Contractor shall be and declared by District to be in default under the Contract, the surety shall promptly remedy the default, or shall promptly: (1) Undertake through its agents or independent contractors, reasonably acceptable to District, to complete the Contract in accordance with its terms and conditions and to pay and perform all obligations of Contractor under the Contract, including without limitation, all obligations with respect to warranties, quality of workmanship, guarantees, and payment of liquidated damages, or at surety’s election, or, if required by District; (2) Obtain a bid or bids for completing the Contract in accordance with its terms and conditions, and, upon determination by the District of the lowest responsive 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 Sum, and to pay and perform all obligations of Contractor under the Contract, including, without limitation, all obligations with respect to warranties, guarantees, and the payment of liquidated damages; or (3) Tender to the District via cashier’s draft the full penal sum of the performance bond. The need for the surety to act promptly in response to a demand by the District is material to the overall completion of the project. The use of the word "promptly" in this article means "within thirty (30) calendar days". The failure of the surety to perform timely as required hereunder shall enable the District, in its discretion, to complete the work or designated portion of the work by whatever reasonable method(s) District may deem expedient and appropriate and in such event District shall have the right to recover from surety the amount of actual damages incurred by District in excess of the amount of unpaid contract sum. "Actual damages" as used herein includes all reasonably necessary costs incurred to complete the work, including, but not limited to, the construction administration, management and project management costs incurred by the District’s personnel as well as third parties retained by the District, as well as those incidental and consequential costs incurred due to delays, loss of use, storage, personnel and interest expenses incurred.

36.4 If the Contractor’s control over the work is terminated as provided above, the Contractor is not entitled to receive any portion of the amount to be paid under the Contract until it is fully completed. After completion, if the unpaid balance exceeds the sum of the amount expended by the District in finishing the work, plus all damages sustained, or to be sustained, by the District, plus any unpaid claims on account of labor, materials, tools, equipment, or supplies contracted for by the Contractor for the work herein contemplated, the excess not otherwise required by these Contract Documents to be retained shall be paid the Contractor. If the sum so expended exceeds the unpaid balance, the Contractor and Contractor’s surety are liable to the District for the amount of such excess. If the surety completes the Contract work as provided above, such surety shall be subrogated to money due under the Contract, and to money which shall become due in the course of completion by the surety. However, Contractor and surety agree that any subrogation rights of surety are subordinate to and inferior to rights of District.

36.5 The District reserves the right to terminate the work for its convenience upon written...
notice to Contractor. Upon such termination, Contractor agrees to waive any claims for
damages, including loss of anticipated profits, on account thereof; and, as the sole right and
remedy of Contractor, the Contractor shall be paid its reasonable, actual and direct costs for that
portion of the work performed to the date of termination, reasonable costs associated with
demobilization, plus fifteen percent (15%) of all such direct costs for overhead and profit.
However, in no event shall the costs paid to Contractor pursuant to this Article exceed the costs
(exclusive of any overhead and mark-up) allocated to those portions of the work performed to
the date of termination as set forth in Contractor’s accepted cost-loaded schedule of values.
Upon this written notice, Contractor shall, unless the notice directs otherwise, do the following:
(1) Immediately discontinue the work to the extent specified in the notice; (2) Place no further
orders or subcontracts for materials, equipment, services, or facilities, except as may be
necessary for completion of such portion of the work as is not discontinued; (3) Promptly
cancel, on the most favorable terms reasonably possible, all subcontracts to the extent they
relate to the performance of the discontinued portion of the work; and (4) thereafter do only
such work as may be necessary to preserve and protect work already in progress and to protect
materials, plants, and equipment on the Project site or in transit thereto. In no event shall
District be liable for costs incurred by Contractor or subcontractors after the date of the notice
of termination. Such non-recoverable costs include, but are not limited to, anticipated profits on
contract, post termination employee salaries, post-termination administrative expenses, post-
termination or unabsorbed overhead, costs of preparing and submitting bid, attorney’s fees or
other costs related to prosecution of a claim or lawsuit. In determining the amount due
Contractor hereunder, there shall be deducted all unliquidated advance or other payments on
account made to Contractor applicable to the terminated portion of the contract, and any claim
which the District may have against Contractor.

36.6 In the event that a termination for cause is determined to have been made wrongfully or
without cause then the termination shall be treated as a termination for convenience and the
Contractor shall have no greater rights than it would have had if a termination for convenience
had been effected. Any Contractor claim arising out of a termination for default shall be made
in accordance with the provisions of the Contract Documents governing claims and calculated
in accordance with the provisions of the Contract Documents on Change Orders and claims. No
other loss, cost, damage, expense, or liability may be claimed, requested or recovered by
Contractor.

37. **FINAL INSPECTION, FIELD ACCEPTANCE, AND ACCEPTANCE:** Final acceptance by
the District shall cause the commencement of guarantee periods.

38. **CLEANING UP:** Throughout the construction period, the Contractor shall keep the site of the
work in a presentable condition, dispose of any surplus materials, clean out all drainage ditches
and structures, and repair any fences or other property damaged during the progress of the
work, to the satisfaction of the Architect and District.

38.1 Upon completion of the work, and prior to requesting final inspection, the Contractor
shall thoroughly clean the site of the work of all rubbish, excess material, and equipment, and
all portions of the work shall be left in a neat and orderly condition. The final inspection will
not be made until this has been accomplished.

38.2 If Contractor fails or refuses to fulfill these obligations to the District’s satisfaction,
District may, at its option, undertake these obligations, and withhold the cost of performing
these obligations, plus an additional fee of twenty-five percent (25%) for administrative costs,
from payments to Contractor.
39. **COMPLIANCE WITH LAWS AND REGULATIONS**: The Contractor shall keep himself fully informed of, and shall observe and comply with, and shall cause any and all persons, firms, or corporations employed by Contractor or under him, to observe and comply with all State and federal laws, and county and municipal ordinances, regulations, orders, and decrees which in any manner affect those engaged or employed in the work, or the materials used in the work, or which in any way affect the conduct of the work. Particular attention is called to the following:

39.1 **Hours Of Labor**: Eight hours of labor shall constitute a legal day’s work, and the Contractor or any subcontractor under him, in the performance of the Contract, shall not require more than eight hours of labor in any calendar day, and forty hours of labor in any calendar week, from any person employed by Contractor in the performance of the work under this Contract, except as permitted under the provisions of section 1815 of the Labor Code of the State of California. The Contractor shall forfeit, as penalty to the District, Fifty Dollars ($50.00) for each worker employed by Contractor or any subcontractor under Contractor in the performance of the Contract for each calendar day during which any worker is required or permitted to labor more than eight hours and for each calendar week during which any worker is required or permitted to labor more than forty hours, in violation of the provisions of such Labor Code.

No work other than overtime and shift work shall be done between the hours of 7:00PM and 7:00AM, except such work as is necessary for the proper care and protection of the work already performed or except in case of an emergency; excepting that overtime and shift work may be established by the Contractor as provided in Article 53.

39.2 **Prevailing Wage**: Pursuant to section 1770, and following, of the California Labor Code, the Contractor shall pay not less than the prevailing rate of per diem wages as determined by the Director of the California Department of Industrial Relations. Copies of such prevailing rate of per diem wages are on file at the office of Los Rios Community College District, 1919 Spanos Court, Sacramento, California, 95825, which copies shall be made available to any interested party on request.

The Contractor shall forfeit, as penalty to the District, Fifty Dollars ($50.00) for each calendar day or portion thereof, for each worker paid less than the stipulated prevailing rates for any work done under the Contract by Contractor or by any subcontractor under him, in violation of the provisions of such Labor Code.

39.3 **Labor Discrimination**: Contractor shall comply with section 1735 of the Labor Code of the State of California, which prohibits discrimination in the employment of persons upon public works upon any of the bases listed in Government Code section 12940.

39.4 **Apprentices**: Attention is directed to section 1777.5 of the Labor Code of the State of California concerning employment of apprentices, and the Contractor is required to comply with the provisions of said section.

39.5 **Workers’ Compensation**: Pursuant to the requirements of section 1860 of the Labor Code, the Contractor is required to secure the payment of Workers’ Compensation to Contractor’s employees in accordance with the provisions of section 3700 of the Labor Code.

Prior to the commencement of work, the Contractor shall sign and file with the Architect a certification in the following form:
"I am aware of the provisions of section 3700 of the Labor Code, which requires 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."

Said certification is included in the Contract, and signature and return of the Contract shall constitute signing and filing of the said certificate.

39.6 Use Of Pesticides: The Contractor shall comply with all rules and regulations of the Department of Food and Agriculture, the Department of Health, the Department of Industrial Relations, and all other agencies that govern the use of pesticides required in the performance of the work on the Contract.

(a) Pesticides shall include, but shall not be limited to, herbicides, insecticides, fungicides, rodenticides, germicides, nematocides, bactericides, inhibitors, fumigants, defoliants, desiccants, soil sterilants, and repellents.

(b) Any substance or mixture of substances intended for preventing, repelling, mitigating, or destroying weeds, insects, diseases, rodents, or nematodes, and any substance or mixture of substances intended for use as a plant regulator, defoliant, or desiccant shall be considered a pesticide.

39.7 Payroll Records: Attention is directed to section 1776 of the California Labor Code, a portion of which is quoted below. Regulations implementing said section 1776 are located in section 16000, and sections 16401 through 16403 of Title 8, California Administrative Code. The Contractor shall be responsible for compliance by Contractor’s subcontractors.

(a) Each Contractor and subcontractor shall keep an accurate payroll record 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 him or her in conjunction with the public work.

(b) The payroll records enumerated under subdivision (a) shall be certified and shall be available for inspection at all reasonable hours at the principal office of the Contractor on the following basis:

(1) A certified copy of an employee’s payroll record shall be made available for inspection or furnished to the employee or his or her authorized representative on request.

(2) A certified copy of all payroll records enumerated in subdivision (a) shall be made available for inspection or furnished upon request to a representative of the body awarding the contract, the Division of Labor Standards Enforcement, and the Division of Apprenticeship Standards of the Department of Industrial Relations.

(3) A certified copy of all payroll records enumerated in subdivision (a) shall be made available upon request by the public for inspection and copies thereof made; provided, however, that a request by the public shall be made through
either the body awarding the contract, the Division of Apprenticeship Standards, or the Division of Labor Standards Enforcement. If the requested payroll records have not been provided pursuant to paragraph (2), the requesting party shall, prior to being provided the records, reimburse the costs of preparation by the 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 the Contractor.

(d) Each Contractor shall file a certified copy of the records enumerated in subdivision (a) with the entity that requested the records within ten (10) days after receipt of a written request.

(e) Any copy of records made available for inspection as copies and furnished upon request to the public or any public agency by the awarding body, the Division of Apprenticeship Standards, or the 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 the Contractor awarded the contract or performing the contract shall not be marked or obliterated.

(f) The Contractor shall inform the body awarding the contract of the location of the records enumerated under subdivision (a), including the street address, city and county, and shall, within five (5) working days provide a notice of a change of location and address.

(g) In the event of noncompliance with the requirements of this section, the Contractor shall have ten (10) days in which to comply subsequent to receipt of written notice specifying in what respects the Contractor must comply with this section. Should noncompliance still be evident after the ten-day period, the Contractor shall, as a penalty to the state or political subdivision on whose behalf the contract is made or awarded, forfeit twenty-five dollars ($25.00) for each calendar day, or portion thereof, for each worker, until strict compliance is effectuated. Upon the request of the Apprenticeship Standards or the Division of Labor Standards Enforcement, these penalties shall be withheld from progress payments then due.

The penalties specified in subdivision (f) of Labor Code section 1776 for noncompliance with the provisions of said section 1776 may be deducted from any moneys due or which may become due to the Contractor.

39.7 Failure to deliver to District specific information, records, reports, certifications, or any other documents required for compliance with these Contract Documents shall be considered noncompliance.

39.8 Contractors found by the District to be in noncompliance are to be advised of the specific deficiencies and urged to make immediate corrections. They should also be advised that monetary deductions might be made for failure to effect corrections or delinquencies.

39.9 Deductions for noncompliance will be in addition to all other deductions provided for in this Contract, and will apply irrespective of the number of instances of noncompliance. Deductions may be made separately and additively for each estimate period in which a new

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deficiency appears. When all deficiencies for a period have been corrected, the deduction covering that period will be released on the next progress payment. Otherwise, the deduction will be retained.

39.10 Contractor shall not employ on the Project any subcontractor who is ineligible to perform work pursuant to California Labor Code sections 1777.1, or 1777.7.

39.11 Contractor shall comply with all requirements of the District’s Labor Compliance Program and all governing laws. A copy of the Labor Compliance Program may be obtained from the District if requested in writing by Contractor.

39.12 To the extent the work as set forth in the Contract Documents concerns the repair or renovation of one or more roofs, and the content of the scope of work triggers the duties set forth in Public Contract Code section 3000, and following, relating to Roofing Projects, as defined therein, the parties agree that they shall fully comply with the legal requirements set forth therein.

39.13 Division of State Architect (DSA) Verified Reports and Certificate of Compliance: The Contractor acknowledges and agrees that a material obligation of the Contractor under the Contract Documents is the completion by the Contractor of all actions and activities which by the Contract Documents or by operation of applicable law, code, rule or regulation are the responsibility of the Contractor relating to DSA reporting requirements pursuant to Education Code section 81141 (including amendments thereto) and issuance of DSA’s Certificate of Compliance for the Project pursuant to Education Code section 81147 (including amendments thereto) upon completion of Project construction. The foregoing shall include without limitation, all contractor obligations imposed by DSA PR 13-10, the timely preparation, completion and filing of Verified Reports during Project construction and the filing of the Final Verified Report with DSA within ten (10) days of the determination of Project Final Completion. The Contractor shall provide the Project Inspector, Architect, Construction Manager retained by the District, if any, for the Project and the District with copies of all Verified Reports completed by the Contractor and submitted to DSA; such copies shall be provided to the Project Inspector, Architect, the Construction Manager and the District concurrently with the Contractor’s submission thereof to DSA.

39.14 Final Verified Report Retention: Notwithstanding any provision of the Contract Documents to the contrary, the Contractor and the District stipulate that the amount to be withheld by the District pending completion and filing of the Final Verified Report with DSA by Contractor is Twelve Thousand Dollars ($12,000) (“the Final Verified Report Retention”). The Final Verified Report Retention is part of the retention withheld and retained by the District from Progress Payments disbursed to the Contractor during Project construction. If the Contractor fails to file the Final Verified Report with DSA within ten (10) days of the determination of Project Final Completion, notwithstanding the preparation or filing of such Final Verified Report by the Contractor thereafter, the District may in the sole and exclusive discretion of the District retain and withhold from disbursement that portion of the Final Verified Report Retention which is necessary to compensate the District for the damages sustained by the District as a result of the Contractor’s to have timely discharged its obligations hereunder.

39.15 Equal Opportunity: CONSULTANT shall comply with the Executive Order 11246 as currently amended and as supplemented in Department of Labor regulations (41 CFR Chapter 60), hereinafter collectively referred to as the “Regulations.” CONSULTANT, with regards to
the work performed by it after award and prior to completion of the work pursuant to this Agreement, shall not unlawfully discriminate on the ground of race, color, national origin, ancestry, religion, sex, age, marital status, disability, veteran status, sexual orientation, or medical condition as defined in Section 12926 of the California Government Code. In all solicitations made by CONSULTANT for work to be performed under any subcontract, CONSULTANT shall notify each potential subcontractor or supplier of CONSULTANT’S obligation under this Agreement and the Regulations. CONSULTANT shall not participate either directly or indirectly in discrimination prohibited by the Regulations.

40. RESPONSIBILITY OF THE CONTRACTOR: The Contractor shall do all of the work and furnish all labor, materials, tools, equipment, and appliances, except as otherwise herein expressly stipulated, necessary, or proper for performing and completing the work herein required, including any Change Order or Construction Change Directive work, disputed work or extra work directed by the District or Architect, within the time specified.

40.1 If the Contractor discovers any discrepancies during the course of the work between the Contract Documents and conditions in the field, or any errors or omissions in the Contract Documents and conditions in the field, or any errors or omissions in the Contract drawings, specifications, or layout given by stakes, points, or instructions, it shall be the Contractor’s duty to inform the Architect immediately, and the Architect shall promptly verify the same. Any work done after such discovery until authorized in writing by the Architect will be done at the Contractor’s risk.

40.2 In no case shall the use of subcontractors in any way alter the position of the Contractor or Contractor’s sureties with relation to this Contract. When a subcontractor is used, the responsibility for every portion of the work shall still remain with the Contractor.

40.3 The Contractor shall pay, when due, all valid claims of subcontractors, suppliers, and workers with respect to the project.

The mention herein of any specific duty or responsibility imposed upon the Contractor shall not be construed as a limitation or restriction of any other responsibility or duty imposed upon the Contractor by the Contract, said reference being made herein merely for the purpose of explaining the specific duty or responsibility.

41. INDEMNIFICATION:

41.1 Contractor’s Performance: To the fullest extent permitted by applicable law, Contractor shall defend, indemnify, and save harmless District and Architect (including their inspectors, project managers, Trustees, officers, agents, members, employees, affiliates, consultants, sub-consultants, and representatives), and each of them, of and from any and all claims, demands, suits, causes of action, damages, costs, expenses, attorneys’ fees, losses, or liability, in law or in equity, of every kind and nature whatsoever related to, arising out of, or in connection with, Contractor’s operations to be performed under this Contract, including, but not limited to:

(a) Personal injury (including, but not limited to, bodily injury, emotional injury or distress, sickness, or disease) or death to persons, including, but not limited to, any employees or agents of Contractor, District, Architect, or any subcontractor, or sub-consultant, or damage to property of the District or any other person or entity, and inclusive of
the Project and the Work itself (including loss of use thereof), arising out of or resulting from the Contract Documents and/or the performance of the Work, or, except as otherwise prescribed by applicable law, as caused or alleged to be caused in whole or in part by any negligent act or omission of Contractor, District, or Architect, or anyone directly or indirectly employed by them, or anyone for whose acts they may be liable;

(b) Penalties threatened, sought, or imposed on account of the violation of any law, order, citation, rule, regulation, standard, ordinance, or statute, caused by the action or inaction of Contractor;

(c) Alleged infringement of any patent rights, which may be brought arising out of Contractor’s work;

(d) Claims and liens for labor performed or materials used or furnished to be used on the job, including all incidental or consequential damages from such claims or liens;

(e) Failure of Contractor to comply with the provisions of the Contract Documents relating to insurance; and

(f) Any violation or infraction by Contractor of any law, order, citation, rule, regulation, standard, ordinance, or statute in any way relating to the occupational, health, or safety of employees.

The obligations set forth in this section shall not be limited by the insurance requirements set forth in these Contract Documents.

Contractor’s indemnification obligations will not include indemnification for claims which arise as the result of the active negligence of District, or the sole negligence or willful misconduct of District, its agents, servants or independent contractors who are directly responsible to District, or for defects in design furnished by such persons. It is intended that this Article shall comply with California Civil Code section 2782, and following, to the extent applicable to the Contractor’s obligations as set forth in this Article. If it is determined by a Court of competent jurisdiction that any aspect of this Article exceeds the restrictions or limitations under California law applicable to indemnity obligations, only that portion which exceeds the restrictions or limitations under California law shall be null and void, and all remaining indemnity obligations shall be fully enforceable to the fullest extent allowed under California law.

42. PERMITS AND LICENSES: The Contractor shall procure all permits and licenses necessary for the normal conduct of its business and construction operations, and all costs associated therewith shall be paid by Contractor.

The Environmental Quality Act of 1970 may be applicable to permits, licenses, and other authorizations that the Contractor must obtain from local agencies in connection with performing the work of the Contract. The Contractor shall comply with the provisions of said statutes in obtaining such permits, licenses, and other authorizations, and they shall be obtained in sufficient time to prevent delays to the work. In the event that the District has obtained permits, licenses, or other authorizations applicable to the work in conformance with
the requirements in said Environmental Quality Act of 1970, the Contractor shall comply with the provisions of said permits, licenses, and other authorizations.

43. PROTECTION OF DISTRICT AGAINST PATENT CLAIMS: The Contractor shall assume all costs arising from the use of patented materials, equipment, devices, or processes used on or incorporated in the work.

44. PROTECTION OF WORKERS: The Contractor shall conform to the rules and regulations pertaining to safety established by the California Division of Industrial Safety and any other governing body having jurisdiction over the work. The Contractor shall immediately replace or repair any unsafe ladder, scaffolding, shoring, or bracing, or correct any other dangerous or hazardous situation that may exist or that the Architect or Architect may indicate. Failure of the Architect to suspend the work or notify the Contractor of the inadequacy of the safety precautions or noncompliance with the law shall not relieve the Contractor of this responsibility.

44.1 The Contractor is warned that when the work involves existing sewers and appurtenances that have been exposed to sewage and industrial wastes, these facilities shall be considered contaminated with disease-causing organisms. Personnel in contact with contaminated facilities, debris, wastewater, or similar items shall be advised by the Contractor of the necessary precautions that must be taken to avoid becoming diseased. It is the Contractor’s responsibility to urge his/her personnel to observe a strict regimen of proper hygienic precautions, including any inoculations recommended by the local public health officer.

44.2 Because of the potential danger of solvents, gasoline, and other hazardous material in the existing sewers and storm drain pipes; these areas shall be considered hazardous. The Contractor shall be aware of these dangers and shall comply with Article 108, "Confined Spaces," of the General Industrial Safety Orders contained in Title 8 of the California Administrative Code.

44.3 In the event that this Contract requires the excavation of any trench or trenches in excess of five feet in depth, Contractor shall prepare a detailed design plan showing the design of shoring, bracing, sloping, or other provisions to be made for worker protection from the hazard of caving ground during the excavation of such trenches. Said detailed design plan and subsequent excavating operations shall fully comply with all local, state and federal regulations including, but not limited to, the Construction Safety Orders, section 1539, Permits and section 1540 and following, Excavation.

45. PROTECTION OF WORK, MATERIALS AND EQUIPMENT: The Contractor shall protect the work, materials, and equipment from damage due to the nature of the work, the action of the elements, trespassers, or other causes. The Contractor shall properly store materials and equipment, and erect such temporary structures as are required to protect them from damage, including, but not limited to, construction fencing.

45.1 Contractor shall obtain permits for, install and maintain in a safe condition whatever scaffolds, hoisting equipment, barricades, walkways or other temporary structures that may be required to accomplish the work. Such structures shall be adequate for the intended use and installed and maintained in accordance with all applicable laws or regulations.

45.2 Contractor shall provide and maintain any and all facilities that may be required for dewatering in order that work may proceed on the project and if it is necessary for dewatering
to occur continually Contractor shall provide such facilities as necessary to allow such to occur without interruption of service.

45.3 Contractor shall be responsible for each operation and all work, temporary and permanent. Contractor shall take whatever care is necessary to avoid damage to existing facilities or utilities to remain, whether on the Project or adjacent to it, and he shall be liable for any damage thereto or interruption of service due to his activities. Contractor shall repair or replace all damage to the satisfaction of the District without cost to the District.

45.4 Contractor shall provide for all shoring, bracing or underpinning necessary to protect property or improvements adjacent to the project work area shown on the drawings, and shall be responsible at Contractor’s sole expense for all legal notices to adjacent owners as the law may require.

45.5 Contractor shall also provide temporary weather-tight enclosure of the exterior roof and walls, as the case may be, for successive areas of the building as the work progresses, including any existing facilities adjacent to or affected by the work, whether occupied by the District or not. Such weather tight enclosure shall provide for acceptable working conditions, weather protection, protection for materials, allow for effective heating and cooling and prevent entry of unauthorized persons. Contractor shall bear all costs of damage to the work or existing facilities caused by weather.

46. SANITARY PROVISIONS: See section 01 50 00 of the Specifications.

47. EXISTING UTILITIES: See section 01 71 23 of the Specifications.

48. COOPERATION WITH OTHERS: The District or adjacent property owner may perform other work adjacent to or within the project area, concurrent with the Contractor’s operations. The Contractor shall cooperate fully with District in all operations that coincide with other work being performed, and provide District with such scheduling and other information as may be required by District to perform such other work. The Contractor shall conduct operations to minimize interference with the work of other forces or contractors performing such work. This work performed by a second contractor may include work which is incomplete or in dispute with the Contractor. Contractor shall schedule and coordinate its work in such a manner that the work of others will not be interfered with and its work will not be delayed by the work of others.

48.1 Any disputes or conflicts that may arise between the Contractor and any other forces or contractors retained by the District, causing delays or hindrance to each other, shall be referred to the Architect for resolution.

48.2 If the work of the Contractor is delayed because of any acts or omissions of any other forces or contractor, the Contractor shall on that account have no claim against the District other than for an extension of time.

49. AIR POLLUTION CONTROL: The Contractor shall comply with all air pollution control rules, regulations, ordinances, and statutes which apply to any work performed pursuant to the Contract, including any air pollution control rules, regulations, ordinances, and statutes specified in section 11017 of the Government Code. Unless otherwise provided in the Contract Documents, material to be disposed of shall not be burned.
50. **WATER POLLUTION**: Contractor shall comply with all rules and regulations which apply to water pollution and erosion control. If and to the extent storm water permitting, control, mitigation or discharge control is required by applicable laws Contractor shall file and obtain the Storm Water Permit, furnish all notices required under the Storm Water Permit, prepare the Storm Water Management Plan and Storm Water Pollution Prevention Plan prior to the commencement of any work and take all necessary steps to monitor, report, enforce and otherwise implement and comply with the Storm Water Management Plan and the Storm Water Pollution Prevention Plan and all applicable laws pertaining to the elimination or mitigation of storm water pollutant discharge to separate storm sewer systems or other watercourses, including, without limitation, the requirements of the State Water Resources Control Board, The Sacramento Region Water Quality Control board and municipal storm water management programs.

51. **SOUND CONTROL REQUIREMENTS**: The Contractor shall comply with all sound control and noise level rules, regulations, and ordinances which apply to any work performed pursuant to the Contract.

52. **UNFAVORABLE WEATHER AND OTHER CONDITIONS**: During unfavorable weather and other conditions, the Contractor shall pursue only such portions of the work as will not be damaged thereby. No portions of the work the satisfactory quality or efficiency of which will be affected by any unfavorable conditions shall be constructed while these conditions remain, unless, by special means or precautions acceptable to the Architect, the Contractor shall be able to overcome these conditions.

53. **WEEKEND, HOLIDAY, AND NIGHT WORK**: No work shall be done between the hours of 7:00PM and 7:00AM, or on Sundays or legal holidays, except with written permission of the District and Architect. Requests to work between 7:00 PM and 7:00 AM, or on Sundays or legal holidays must be submitted in writing at least two working days in advance of the intended work. In case of an emergency, the Contractor will be allowed to work at night or on Sundays or legal holidays, but must notify the Architect immediately. An emergency shall be considered an unforeseen event that poses a danger to the public or to the uncompleted work.

53.1 It is understood, however, that the Contractor may establish two or three shift operations as a regular procedure if Contractor first obtains written permission from the District and Architect. Such permission may be revoked by the District or Architect at any time, without cause, or if the Contractor fails to maintain adequate force and equipment for reasonable prosecution and to justify inspection of the work, or fails to provide sufficient artificial light to permit the work to be carried on properly and safely and to permit proper inspection.

53.2 The Contractor shall give the District and Architect two working days prior written notice of any work to be done on a Saturday, with the location and type of work to be done specified; and any work done without such notice and without the supervision of an inspector may be ordered removed and replaced at the Contractor’s expense.

54. **OVERLOADING**: The Contractor shall determine safe loading capacities and shall not overload any structure beyond its safe capacity during construction. In addition to assuming full responsibility for bodily injury resulting from any such overloading, the Contractor shall repair to the Architect’s satisfaction or reimburse the District for the costs of repairing damage resulting therefrom.

55. **SUBCONTRACTING AND ASSIGNMENT**: The performance of the Contract may not be
assigned except upon written consent of the District, and no assignment shall be permitted which would relieve the original Contractor or Contractor’s surety of their responsibilities under the Contract.

56. **NON-RECOGNITION OF SUBCONTRACTORS**: No subcontractor will be recognized as such, and all persons engaged in the work under this Contract will be considered as employees of the Contractor, and their work shall be subject to all the provisions of the Contract. The District and its representatives will deal only with the Contractor, who shall be responsible for the proper performance of the entire work. Except as otherwise provided in the Contract Documents, or when direct communications have been specifically authorized, the District and Contractor shall communicate through Architect. Communications by Contractor with the District’s consultants and Architect’s consultants shall be through the Architect. Communications by the District and Architect with subcontractors shall be through the Contractor.

57. **LANDS AND RIGHTS OF WAY**: The District shall provide the lands, rights of way, and easements upon which the work under this Contract is to be done, and such other lands as may be designated on the Contract drawings for the use of the Contractor, and the Contractor shall confine Contractor’s operations to within these limits.

57.1 The Contractor shall provide, at Contractor’s own expense, any additional land and access thereto that may be required for temporary construction facilities or storage of materials.

58. **LIABILITY OF DISTRICT OFFICIALS**: Neither the Architect, nor officers, employees, agents, or representatives of the District, nor any of them, shall be responsible for any liability arising under this Contract, except such obligations as are specifically set forth herein.

59. **CONTRACTOR NOT AN AGENT OF THE DISTRICT**: The right of general supervision shall not make the Contractor an agent of the District, and the liability of the Contractor for all damages to persons or to public or private property arising from the performance of the work shall not be lessened because of such general supervision.

60. **THIRD-PARTY CLAIMS**: The Contractor shall be responsible for all third-party claims, and for costs or injuries incurred by a third party which result from the operations of the Contractor, or its performance under the Contract.

61. **GUARANTEE**: See section 01 78 00 of the Specifications.

62. **ASSIGNMENT OF ANTITRUST ACTIONS**: Pursuant to section 4552 of the Government Code of the State of California, the following provisions shall be a part of this Contract:

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. section 15), or under 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.

63. **LEGAL ADDRESS OF THE CONTRACTOR**: Both the address given in the Bid Form and the
Contractor’s office in the vicinity of the work are hereby designated as places to either of which drawings, letters, notices, or other articles or communications to the Contractor may be mailed, transmitted electronically or delivered. The mailing, electronic transmission or delivery at either of these places shall be deemed sufficient notice thereof upon the Contractor. Nothing herein contained shall be deemed to preclude the service of any drawing, letter, notice, article, or communication to, or upon, the Contractor or Contractor’s representative personally. The address named in the Bid Form may be changed at any time by written notice from the Contractor to the Architect.

64. **SURVEYS**: See section 01 71 23 of the Specifications.

65. **MATERIALS OR EQUIPMENT SPECIFIED BY NAME**: See section 01 62 00 of the Specifications.

66. **PROPERTY RIGHTS IN MATERIAL**: Nothing in this Contract shall be construed as vesting in the Contractor any right of property in the materials used, after they have been installed, attached, or affixed to the work, but all such materials shall be the property of the Contractor and the District jointly as their interest may appear, and cannot be removed from the work without the consent of the District.

67. **CONTRACTOR’S EQUIPMENT**: The Contractor shall provide adequate and suitable equipment and means of construction to meet all the requirements of the work, including completion within the time allotted. Only equipment suitable to produce the quality of work required will be permitted to operate on the project, and specific types of equipment may be requested on component parts of the work.

67.1 In any case where the use of a particular type or piece of equipment has been banned, or in cases where the Architect has condemned for use on the work, any piece or pieces of equipment, the Contractor shall promptly remove such equipment from the site of the work. Failure to do so within a reasonable time may be considered a breach of contract.

68. **MISCELLANEOUS PROVISIONS**: This Contract shall bind and inure to the heirs, devisees, assignees, and successors in interest of Contractor, and to the successors in interest of District, in the same manner as if such parties had been expressly named herein.

68.1 This Contract shall be governed by the laws of the State of California.

68.2 If any one or more of the provisions contained in the Contract should be invalid, illegal, or unenforceable in any respect, the validity, legality, and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired thereby.

68.3 This Contract constitutes the full and complete understanding of the parties, and supersedes any previous agreements or understandings, oral or written, with respect to the subject matter hereof. The Contract may only be modified by a written instrument signed by both parties.

68.4 Contractor hereby assigns to District all its first-tier subcontracts now or hereafter entered into by Contractor for performance of any part of the work. The assignment will be effective upon acceptance by District in writing, and only as to those subcontracts that District designates in writing. Such assignment is part of the consideration to District for entering into the Contract with Contractor, and may not be withdrawn.