

QUOTE

(To be executed and submitted by the Contractor)

Rancho Santiago Community College District

Project Name: QUO16.011 Storm Water Management Improvement at Santiago Canyon College

CONTRACTOR'S INFORMATION:

Company's Name

Address

Telephone

Email Address

Name of Authorized Representative

Department of Industrial Relations Registration Number/Proof:

The undersigned declares that the Contract Documents including, without limitation, the Request for Solicitation, Scope of Work, Plans/Drawings and Specifications have been read and agrees and proposes to furnish all necessary labor, materials, equipment, and services to perform and furnish all work in accordance with the terms and conditions of the **QUO16.011 Storm Water Management Improvement at Santiago Canyon College** and will accept in full payment for that work the following total lump sum amount, all taxes and mark up included.

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

License Numbers: _____

Class _____ Exp Date _____ Class _____ Exp Date _____

Class _____ Exp Date _____ Class _____ Exp Date _____

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

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

A. BASE BID

Amount:
\$ _____

Written: _____ Dollars

B. ALLOWANCE: ZERO (NOT USED BY DISTRICT)

C. TOTAL BASE BID AMOUNT (A+B)

Amount:
\$ _____

Written: _____ Dollars

- 1. **Acknowledgment of Solicitation Addenda.** The Contractor confirms that this Quote incorporates and is inclusive of, all items or other matters contained in Addenda issued by or on behalf of the District (list all addenda on the blank line below).

Addenda Nos. _____ received, acknowledged and incorporated into this Quote.

- 2. **Rejection of Quote; Holding Open of Solicitation of Quotes.** It is understood that the District reserves the right to reject this Quote and shall remain open and not be withdrawn for the period of time specified, except as provided by law.

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

By: _____
(Signature)

(Typed or Printed Name)

Title:

DESIGNATION OF SUBCONTRACTORS

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

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

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

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

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

Company's Name	Authorized Representative Name
Signature	Title
	Date

1	Portion of Work	Description	Name of Subcontractor	Business Address	
	Telephone	Email	License(s) and/or Certificate(s)		DIR Registration #
2	Portion of Work	Description	Name of Subcontractor	Business Address	
	Telephone	Email	License(s) and/or Certificate(s)		DIR Registration #
3	Portion of Work	Description	Name of Subcontractor	Business Address	
	Telephone	Email	License(s) and/or Certificate(s)		DIR Registration #

CHECKLIST OF MANDATORY SUBMITTALS

- Quote
- Designation of Subcontractors
- Non-Collusion Declaration
- Bid Guarantee Form *(applicable if project is over \$25K and when not using a Bid Bond)*
- Bid Bond *(applicable if project is over \$25K and when not using Bid Guarantee Form)*
- Acknowledgement of Bidding Practices Regarding Indemnity Form

AWARDED CONTRACTOR'S

(For Contractor's use and reference only. To be submitted to the District upon receiving the Intent to Award Letter.)

- Executed Construction Services Agreement -2 Originals
- MBE, WBE, SBE, DVBE, DBE Certification/Participation and Close-out Statement
- Worker's Compensation Certification
- Contractor's Certificate Regarding Drug-Free Workplace
- Contractor's Certificate Regarding Alcoholic Beverage and Tobacco-Free Campus Policy
- Labor & Material Payment Bond- 2 Originals, *(applicable if project is over \$25K)*
- Performance Bond -2 Originals, *(applicable if project is over \$25K)*
- Prevailing Wages Certification
- Insurance Documents and Endorsements *(including Liabilities Insurance Certificate naming the District as additional insured)*
- Criminal Background Investigation/Fingerprinting Certification
- Asbestos & Other Hazardous Materials Certification
- Roof Project Financial Disclosure Certificate *(Applicable for Roofing Project)*
- W-9 and 590 Form
- Local Hire and Local Business Contractor Close-out Certification *(must be submitted upon final payment)*
- Workmanship/Material Guarantee *(must be submitted upon final payment)*

CONSTRUCTION SERVICES AGREEMENT FORM

THIS AGREEMENT, entered into this ___ day of ____, 2016 in the County of Orange of the State of California, by and between the **Rancho Santiago Community College District**, hereinafter called the "District", and _____, hereinafter called the "Contractor".

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

1. SCOPE OF WORK: The Contractor shall furnish all labor, materials, equipment, tools, and utility and transportation services, and perform and complete all work required in connection with **QUO16.011 Storm Water Management Improvements at Santiago Canyon College** in strict accordance with the Contract Documents. The Contractor shall be liable to the District for any damages arising as a result of a failure to comply with that obligation, and the Contractor shall not be excused with respect to any failure to so comply by an act or omission of the Architect, Engineer, Inspector, Division of the State Architect (DSA), or representative of any of them, unless such act or omission actually prevents the Contractor from fully complying with the Contract Documents and the Contractor protests, in accordance with the Contract Documents, that the act or omission is preventing the Contractor from fully complying with the Contract Documents. Such protest shall not be effective unless reduced to writing and filed with the District office within seven (7) days of the date of occurrence of such act or omission preventing the Contractor from fully complying with the Contract Documents.

2. TIME OF COMPLETION: The District may give notice to proceed within Ninety (90) days of the award of the bid by the District. Once the Contractor has received a notice to proceed, the Contractor shall reach Substantial Completion of the Work within **FOURTY-FIVE (45)** calendar days from receipt of the Notice to Proceed. This shall be called Contract Time. It is expressly understood that time is of the essence.

Contractor has thoroughly studied the Project and has satisfied itself that the time period for this Project was adequate for the timely and proper completion of the Project within each milestone and within the Contract time. Further, Contractor has included in the analysis of the time required for this Project, Submittal Schedules, Rain Day Float, and Governmental Delay Float.

In the event that the District desires to postpone giving the notice to proceed beyond this ninety (90) day period, it is expressly understood that with reasonable notice to the Contractor, giving the notice to proceed may be postponed by the District. It is further expressly understood by the Contractor, that the Contractor shall not be entitled to any claim of additional compensation as a result of the District's postponement of giving the notice to proceed.

If the Contractor believes that a postponement will cause hardship to it, the Contractor may terminate the Contract with written notice to the District within ten (10) days after receipt by the Contractor of the District's notice of postponement. It is further understood by the Contractor that in the event that the Contractor terminates the Contract as a result of postponement by the District, the District shall only be obligated to pay the Contractor for the work performed by the Contractor at the time of notification of postponement. Should the Contractor terminate the Contract as a result of a notice of postponement, the District shall have the authority to award the Contract to the next lowest responsible contractor.

3. LIQUIDATED DAMAGES: It being impracticable and infeasible to determine the amount of actual damage, it is agreed that the Contractor will pay the District the sum of **FIVE HUNDRED DOLLARS AND ZERO CENTS (\$500)** per calendar day for each and every day of delay beyond the Contract Time set forth in Section 2 of this Agreement (inclusive of Milestone that are critical on the Critical Path or noted as critical to the District) as liquidated damages and not as a penalty or forfeiture. In the event Liquidated Damages are not paid, the Contractor further agrees that the District may deduct such amount thereof from any money due or that may become due the Contractor under the Contract. This shall not be construed as preventing the District from the recovery of damages under the Contract Documents.

4. CONTRACT PRICE: The District shall pay to the Contractor as full consideration for the faithful performance of the Contract, subject to any additions, deductions, or allowances as provided in the Contract Documents, the sum of _____ (\$ _____), said sum being the total amount stipulated in the Quote Contractor submitted.

Should any Change Order result in an increase in the Contract Price, the cost of such Change Order shall be agreed to in advance by the Contractor and the District, subject to the monetary limitations set forth in Public Contract Code Section 20659. In the event that the Contractor proceeds with a Change in work without an agreement between the District and Contractor regarding the cost of a Change Order, the Contractor waives any Claim of additional compensation for such additional work.

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

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

Liability for (1) death or bodily injury to persons; (2) damage or injury to, loss (including theft), or loss of use of, any property; (3) any failure or alleged failure to comply with any provision of law or the Contract Documents; or (4) any other loss, damage or expense, sustained by any person, firm or corporation or in connection with the Work called for in this Construction Services Agreement or the Contract Documents, except for liability resulting from the sole or active negligence, or the willful misconduct of the District.

Any bodily injury to or death of persons or damage to property caused by any act, omission or breach of Contractor or any person, firm or corporation employed by Contractor, either directly or by independent contract, including all damages or injury to or death of persons, loss (including theft) or loss of use of any property, sustained by any person, firm or corporation, including the District, arising out of or in any way connected with Work covered by this Agreement or the Contract Documents, whether said injury or damage occurs either on or off District property, but not for any loss, injury, death or damages caused by the sole or active negligence or willful misconduct of the District.

Any dispute between Contractor and Contractor's subcontractors/supplies/ Sureties, including, but not limited to, any failure or alleged failure of the Contractor (or any person hired or employed directly or indirectly by the Contractor) to pay any Subcontractor or Materialman of any tier or any other person employed in connection with the Work and/or filing of any stop notice or mechanic's lien claims.

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

The Contractor's and Subcontractors' obligation to defend, indemnify and hold harmless the Owner, Architect, Inspector, the State of California and their officers, employees, agents and independent contractors

hereunder shall include, without limitation, any and all claims, damages, and costs for the following: (1) any damages or injury to or death of any person, and damage or injury to, loss (including theft), or loss of use of, any property; (2) breach of any warranty, express or implied; (3) failure of the Contractor or Subcontractors to comply with any applicable governmental law, rule, regulation, or other requirement; (4) products installed in or used in connection with the Work; and (5) any claims of violation of the Americans with Disabilities Act (“ADA”).

The indemnity requirements described herein is intended to apply during the period of CONTRACTOR’S performance under this Contract and shall survive the expiration or termination of this Contract.

6. TERMINATION OF THE CONTRACT

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

- (a) Persistently or repeatedly refuses or fails to supply enough properly skilled workers or proper materials;
- (b) Persistently or repeatedly is absent, without excuse, from the job site;
- (c) Fails to make payment to Subcontractors, suppliers, materialmen, etc.;
- (d) Persistently disregards laws, ordinances, rules, regulations, or orders of a public authority having jurisdiction;
- (e) Becomes bankrupt or insolvent, including the filing of a general assignment for the benefit of creditors;
- (f) CONTRACTOR fails to follow the inspection procedure required by DSA or takes actions to delay or frustrate the inspection process; or
- (g) Otherwise is in substantial breach of a provision of the Contract Documents.

6.2 Notification of Termination. When any of the above reasons set forth in Article 6.1 above exists, the DISTRICT may, without prejudice to any other rights or remedies of the DISTRICT and after giving the CONTRACTOR and the CONTRACTOR’s surety (if applicable) written notice of five (5) days, terminate the CONTRACTOR and/or this Contract and may, subject to any prior rights of the surety (if applicable):

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

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

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

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

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

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

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

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

- 1) Solicitations of Quotes Form

- 2) Designation of Subcontractors
- 3) Non-Collusion Declaration Bid Guarantee Form *(applicable if project is over \$25,000 and if Bid Bond is not used)*
- 4) Bid Bond *(applicable if project is over \$25,000 and if Bid Guarantee Form is not used)*
- 5) Acknowledgment of Bidding Practices Regarding Indemnity
- 6) MBE, WBE, SBE, DVBE, DBE Certifications/Participation and Close-out Statement
- 7) Contractor's Certificate Regarding Workers Compensation
- 8) Contractor's Certificate Regarding Drug-Free Workplace
- 9) Contractor's Certificate Regarding Alcohol and Tobacco
- 10) Construction Services Agreement Form
- 11) Labor & Material Payment Bond
- 12) Performance Bond
- 13) Prevailing Wage Certification
- 14) Workmanship/Material Guarantee Form
- 15) Insurance Documents and Endorsements
- 16) Certification Form Contractor Fingerprinting Requirement
- 17) Local Hire and Local Business Contractor Close-out Certification
- 18) Asbestos & Other Hazardous Materials Certification
- 19) Roof Project Financial Disclosure Certificate
- 20) Attachment A-Specifications
- 21) Attachment B-Plan

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

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

CONTRACTOR:

By: _____

Print Name: _____

Its: _____

Date: _____

Address: _____

Tax ID: _____

(CORPORATE SEAL)

DISTRICT:

**RANCHO SANTIAGO COMMUNITY
COLLEGE DISTRICT**

By: _____

Peter J. Hardash, *Vice Chancellor*

Business Operations and Fiscal Services

Date: _____

NON-COLLUSION DECLARATION

Public Contract Code Section 7106

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

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

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

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on _____ [date], at _____ [city], _____ [state].

Company's Name

Authorized Representative Name

Signature

Title

Date

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

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

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

Company's Name

Authorized Representative Name

Signature

Title

Date

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

BID BOND

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

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

SIGNED this _____ day of _____, 2016.

The condition of the above obligation is such that whereas the Principal has submitted to the District a certain Bid, attached hereto and hereby made a part hereof, to enter into a Contract in writing for the construction of **QUO16.011 Storm Water Management Improvements at Santiago Canyon College.**

NOW, THEREFORE,

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

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

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

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

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

By

Principal's Signature

Typed or Printed Name

(Corporate Seal)

Principal's Title

By

Surety's Signature

(Corporate Seal)

Typed or Printed Name

Title

(Attached Attorney in Fact
Certificate)

Surety's Name

Surety's Address

Surety's Phone Number

IMPORTANT:

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

THIS IS A REQUIRED FORM.

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

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

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

ACKNOWLEDGMENT OF BIDDING PRACTICES REGARDING INDEMNITY FORM

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

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

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

Company's Name

Authorized Representative Name

Signature

Title

Date

CONTRACTOR'S BUSINESS ENTERPRISE CERTIFICATIONS/PARTICIPATION

The Rancho Santiago Community College District has a participation for Disable Veteran Business (DVBE) of 3 percent, Minority Business Enterprise (MBE) of 15 percent, and Women Business Enterprise (WBE) of 5 percent, per year. Although it is not specifically required, you are encourage to include DVBE, MBE, and/or WBE participation. Check the business enterprise that is applicable to your company and provide a copy of the certification.

- Disabled Veteran Business Enterprise
- Minority Business Enterprise
- Women Business Enterprise

- Is NOT a certified DVBE, MBE or WBE business enterprise

The Contractor was unable after reasonable efforts to secure DVBE, MBE, or WBE participation in the Contract for the Project. However, if the opportunity arises at any time during construction of the Project, the Contractor will report to the District the total dollar amount of DVBE, MBE, or WBE participation efforts on the Business Enterprise Close-out Statement.

Company's Name

Authorized Representative Name

Signature

Title

Date

CONTRACTOR'S BUSINESS ENTERPRISE PARTICIPATION CLOSE-OUT STATEMENT

The Contractor shall complete this form, as a condition to Final Payment, for purposes of reporting participation by Disabled Veteran Business Enterprises ("DVBE"), Minority Business Enterprise (MBE) and Women Enterprise Business (WBE) in the Contract for the Project.

Type of Business Enterprise	Company Name	Address/Phone	Category of Work*	\$ Amount of Contract

The total Contract Amount of the Project is _____.

- * Categories of work include:
- 1) Construction services (specify services that DVBE will provide);
 - 2) Architectural and engineering services;
 - 3) Procurement of materials, supplies and equipment; and
 - 4) Information technology.

DVBE Participation: Contract for this project _____ equaled \$ _____, which represents ___% of the total Contract price including change orders for the Project.

MBE Participation: Contract for this project _____ equaled \$ _____, which represents ___% of the total Contract price including change orders for the Project.

WBE Participation: Contract for this project _____ equaled \$ _____, which represents ___% of the total Contract price including change orders for the Project.

The undersigned, on behalf of the Contractor, certifies that DVBE participation on the

Company's Name

Authorized Representative Name

Signature

Title

Date

WORKERS' COMPENSATION CERTIFICATION

Labor Code section 3700 in relevant part provides:

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

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

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

Company's Name

Authorized Representative Name

Signature

Title

Date

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

CONTRACTOR’S CERTIFICATE REGARDING DRUG-FREE WORKPLACE

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

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

- 2. Publishing a statement, notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in the person’s or organization’s workplace, and specifying actions which will be taken against employees for violations of the prohibition.
Establishing a drug-free awareness program to inform employees about all of the following:
 - a. The dangers of drug abuse in the workplace;
 - b. The person’s or organization’s policy of maintaining a drug-free workplace;
 - c. The availability of drug counseling, rehabilitation and employee-assistance programs; and
 - d. The penalties that may be imposed upon employees for drug abuse violations;

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

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

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

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

Company's Name

Authorized Representative Name

Signature

Title

Date

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

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

Company's Name

Authorized Representative Name

Signature

Title

Date

LABOR & MATERIAL PAYMENT BOND
(CALIFORNIA PUBLIC WORK)

KNOW ALL MEN BY THESE PRESENTS:

THAT WHEREAS, the **RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT** (sometimes referred to hereinafter as "Obligee") has awarded to _____ (hereinafter designated as the "Principal" or "CONTRACTOR"), an agreement for the work described as follows: **QUO16.011 Storm Water Management Improvements at Santiago Canyon College** (hereinafter referred to as the "Public Work"); and

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

NOW, THEREFORE, We, _____, the undersigned CONTRACTOR, as Principal; and _____, a corporation organized and existing under the laws of the State of _____, and duly authorized to transact business under the laws of the State of California, as Surety, are held and firmly bound unto the Rancho Santiago Community College DISTRICT and to any and all persons, companies, or corporations entitled by law to file stop notices under California Civil Code Section 9100, or any person, company, or corporation entitled to make a claim on this bond, in the sum of _____ Dollars (\$ _____), such sum being not less than one hundred percent (100%) of the total amount payable by said Obligee under the terms of said Contract, for which payment will and truly to be made, we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that if said Principal, its heirs, executors, administrators, successors, or assigns, or subcontractor, shall fail to pay any person or persons named in Civil Code Section 9100; or fail to pay for any materials, provisions, or other supplies, used in, upon, for, or about the performance of the work contracted to be done, or for any work or labor thereon of any kind, or for amounts due under the Unemployment Insurance Code, with respect to work or labor thereon of any kind; or shall fail to deduct, withhold, and pay over to the Employment Development Department, any amounts required to be deducted, withheld, and paid over by Unemployment Insurance Code Section 13020 with respect to work and labor thereon of any kind, then said Surety will pay for the same, in an amount not exceeding the amount herein above set forth, and in the event suit is brought upon this bond, also will pay such reasonable attorneys' fees as shall be fixed by the court, awarded and taxed as provided in California Civil Code Section 9550 et seq.

This bond shall inure to the benefit of any person named in Civil Code Section 9100 giving such person or his/her assigns a right of action in any suit brought upon this bond.

It is further stipulated and agreed that the Surety of this bond shall not be exonerated or released from the obligation of the bond by any change, extension of time for performance, addition, alteration or modification in, to, or of any contract, Plans, or specifications, or agreement pertaining or relating to any scheme or work of improvement herein above described; or pertaining or relating to the furnishing of labor, materials, or equipment therefor; nor by any change or modification of any terms of payment or extension of time for payment pertaining or relating to any scheme or work of improvement herein above described; nor by any rescission or attempted rescission of the contract, agreement or bond; nor by any conditions precedent or subsequent in the bond attempting to limit the right of recovery of claimants otherwise entitled to recover under any such contract or agreement or under the bond; nor by any fraud practiced by any person other than the claimant seeking to recover on the bond; and that this bond be construed most strongly against the Surety and in favor of all persons for whose benefit such bond is given; and under no circumstances shall the Surety be released from liability to those for whose benefit such bond has been given, by reason of any breach of contract between the Obligee and the CONTRACTOR or on the part of any obligee named in such bond; that the sole condition of recovery shall be that the claimant is a person described in California Civil Code Section 9100, and who has not been paid the

full amount of his or her claim; and that the Surety does hereby waive notice of any such change, extension of time, addition, alteration or modification herein mentioned.

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

By: _____
PRINCIPAL/CONTRACTOR

By: _____
SURETY

By: _____
Attorney-in-Fact

IMPORTANT: THIS IS A REQUIRED FORM.

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

Any claims under this bond may be addressed to:

(Name and Address of Surety)

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

Telephone: _____

Telephone: _____

STATE OF CALIFORNIA)
) ss.
COUNTY OF)

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

WITNESS my hand and official seal.

Notary Public in and for said State

(SEAL)

Commission expires: _____

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

PERFORMANCE BOND
(CALIFORNIA PUBLIC WORK)

KNOW ALL MEN BY THESE PRESENTS:

THAT WHEREAS, the RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT (sometimes referred to hereinafter as "Obligee") has awarded to _____ (hereinafter designated as the "Principal" or "CONTRACTOR"), an agreement for the work described as follows: **QUO16.011 Storm Water Management Improvements at Santiago Canyon College** (hereinafter referred to as the "Public Work"); and

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

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

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

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

The Surety, for value received, hereby stipulates and agrees that it shall not be exonerated or released from the obligation of this bond (either by total exoneration or pro tanto) by any change, extension of time, alteration in or addition to the terms of the contract or to the work to be performed there under or the specifications accompanying the same, nor by any change or modification to any terms of payment or extension of time for any payment pertaining or relating to any scheme of work of improvement under the contract. Surety also stipulates and agrees that it shall not be exonerated or released from the obligation of this bond (either by total exoneration or pro tanto) by any overpayment or underpayment by the Obligee that is based upon estimates approved by the Architect. The Surety stipulates and agrees that none of the aforementioned changes, modifications, alterations, additions, extension of time or actions shall in any way affect its obligation on this bond, and it does hereby waive notice of any such changes, modifications, alterations, additions or extension of time to the terms of the contract, or to the work, or the specifications as well notice of any other actions that result in the foregoing.

Whenever Principal shall be, and is declared by the Obligee to be, in default under the Contract, the Surety shall promptly either remedy the default, or shall promptly take over and complete the Contract through

its agents or independent contractors, subject to acceptance and approval of such agents or independent contractors by Obligees as hereinafter set forth, in accordance with its terms and conditions and to pay and perform all obligations of Principal under the Contract, including, without limitation, all obligations with respect to warranties, guarantees and the payment of liquidated damages; or, at Obligees's sole discretion and election, Surety shall obtain a bid or bids for completing the Contract in accordance with its terms and conditions, and upon determination by Obligees of the lowest responsible bidder, arrange for a contract between such bidder and the Obligees and make available as Work progresses (even though there should be a default or succession of defaults under the contract or contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the "balance of the Contract price" (as hereinafter defined), and to pay and perform all obligations of Principal under the Contract, including, without limitation, all obligations with respect to warranties, guarantees and the payment of liquidated damages. The term "balance of the Contract price," as used in this paragraph, shall mean the total amount payable to Principal by the Obligees under the Contract and any modifications thereto, less the amount previously paid by the Obligees to the Principal, less any withholdings by the Obligees allowed under the Contract. Obligees shall not be required or obligated to accept a tender of a completion contractor from the Surety.

Surety expressly agrees that the Obligees may reject any agent or contractor which may be proposed by Surety in fulfillment of its obligations in the event of default by the Principal. Unless otherwise agreed by Obligees, in its sole discretion, Surety shall not utilize Principal in completing the Contract nor shall Surety accept a bid from Principal for completion of the work in the event of default by the Principal.

No final settlement between the Obligees and the CONTRACTOR shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

The Surety shall remain responsible and liable for all patent and latent defects that arise out of or relate to the CONTRACTOR's failure and/or inability to properly complete the Public Work as required by the Contract and the Contract Documents. The obligation of the Surety hereunder shall continue so long as any obligation of the CONTRACTOR remains.

CONTRACTOR and Surety agree that if the Obligees is required to engage the services of an attorney in connection with enforcement of the bond, CONTRACTOR and Surety shall pay Obligees's reasonable attorneys' fees incurred, with or without suit, in addition to the above sum.

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

IN WITNESS WHEREOF, we have hereunto set our hands and seals this ____ day of _____, 20___. By:

By: _____
PRINCIPAL/CONTRACTOR

By: _____
SURETY

By: _____
Attorney-in-Fact

The rate of premium on this bond is _____ per thousand.

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

IMPORTANT: THIS IS A REQUIRED FORM.

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

Any claims under this bond may be addressed to:

(Name and Address of Surety)

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

Telephone: _____

Telephone: _____

STATE OF CALIFORNIA)

) ss.

COUNTY OF)

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

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

WITNESS my hand and official seal.

Notary Public in and for said State

(SEAL)

Commission expires: _____

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

PREVAILING WAGE CERTIFICATION

Wage rates for this PROJECT shall be in accordance with the general prevailing rate of holiday and overtime work in the locality in which the work is to be performed for each craft, classification or type of work needed to execute the contract as determined by the Director of the Department of Industrial Relations. Copies of schedules of rates so determined by the Director of the Department of Industrial Relations are on file at the administrative office of the DISTRICT and are also available from the Director of the Department of Industrial Relations (*see prevailing wages rate on DIR's website at <http://www.dir.ca.gov/OPRL/Pwd/index.htm>*).

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

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

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

Company's Name

Authorized Representative Name

Signature

Title

Date

INSURANCE DOCUMENTS & ENDORSEMENTS

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

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

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

Attn: _____
(Title) (Department)

(Company)

(Street Address)

(City) (State) (Zip Code)

(_____) _____
(Telephone Number)

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

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

Attn: _____
(Title) (Department)

(Company)

(Street Address)

(City) (State) (Zip Code)

(_____) _____
(Telephone Number)

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

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

Attn: _____
(Title) (Department)

(Company)

(Street Address)

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

Company's Name

Authorized Representative Name

Signature

Title

Date

CRIMINAL BACKGROUND INVESTIGATION / FINGERPRINTING CERTIFICATION

The undersigned does hereby certify to the Board of Trustees of the District that:

- (1) He/she is a representative of the Contractor,
- (2) He/she is familiar with the facts herein certified,
- (3) He/she is authorized and qualified to execute this certificate on behalf of Contractor; and
- (4) That the information in this Criminal Background Investigation / Fingerprinting Certification is true and correct.

1. Education Code. Contractor has taken at least one of the following actions with respect to the Project (check all that apply):

_____ The Contractor has complied with the fingerprinting requirements of Education Code section 45125.1 with respect to all Contractor's employees and all of its subcontractors' employees who may have contact with District pupils in the course of providing services pursuant to the Contract, and the California Department of Justice ("DOJ") has determined (per the DOJ process for Applicant Agencies described more fully on its website, located at: <http://oag.ca.gov/fingerprints/agencies>) that none of those employees have been convicted of a felony, as that term is defined in Education Code section 45122.1. A complete and accurate list of Contractor's employees and of all of its subcontractors' employees who may come in contact with District pupils during the course and scope of the Contract is attached hereto; and/or

_____ Pursuant to Education Code section 45125.2, Contractor has installed or will install, prior to commencement of work , a physical barrier at the Project site, that will limit contact between Contractor's employees and District pupils at all times; and/or

_____ Pursuant to Education Code section 45125.2, Contractor certifies that all employees will be under the continual supervision of, and monitored by, an employee of the Contractor who the California Department of Justice has ascertained has not been convicted of a violent or serious felony. The name and title of the employee who will be supervising Contractor's employees and its subcontractors' employees is:

Name: _____ Title: _____

_____ The Work on the Contract is at an unoccupied school site and no employee and/or subcontractor or supplier of any tier of Contract shall come in contact with the District pupils.

2. Megan's Law (Sex Offenders). I have verified and will continue to verify that the employees of Contractor that will be on the Project site and the employees of the Subcontractor(s) that will be on the Project site are not listed on California's "Megan's Law" Website (<http://www.meganslaw.ca.gov/>).

Contractor's responsibility for background clearance extends to all of its employees, subcontractors, and employees of subcontractors coming into contact with District pupils regardless of whether they are designated as employees or acting as independent contractors of the Contractor.

Company's Name

Authorized Representative Name

Signature

Title

Date

ASBESTOS & OTHER HAZARDOUS MATERIALS CERTIFICATION

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

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

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

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

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

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

Company's Name

Authorized Representative Name

Signature

Title

Date

ROOF PROJECT FINANCIAL DISCLOSURE CERTIFICATE

(Public Contract Code §3006)

I, _____, certify that I am the _____ with
_____,
(Name) (Title, Position) (Name of Employer)

the Contractor for the Project, and that I have not offered, given, or agreed to give, received, accepted, or agreed to accept, any gift, contribution, or any financial incentive whatsoever to or from any person in connection with the Contract for the roofing work associated with the Project commonly described as _____. As used in this Certificate, "person" means any natural person, business, partnership, corporation, union, committee, club, or other organization, entity, or group of individuals. Furthermore,

I, _____, _____, certify that I do not have,
(Name) (Name of Employer)

and throughout the duration of the Contract for this Project, I will not have, any financial relationship in connection with the performance of this Contract with an architect, engineer, roofing consultant, materials manufacturer, distributor, or vendor that is not disclosed below.

I, _____, _____, have the following
(Name) (Name of Employer)

financial relationships with an architect, engineer, roofing consultant, materials manufacturer, distributor, or vendor, or other person in connection with the following roof project contract(s):

Name & Address of Building

Contract Date & Number

Attach additional disclosures, if necessary, to this Certificate

I certify that to the best of my knowledge, the contents of this Financial Disclosure Certificate are true, or are believed to be true.

Company's Name

Authorized Representative Name

Signature

Title

Date

LOCAL HIRE AND LOCAL BUSINESS CONTRACTOR CLOSE-OUT CERTIFICATION

(To be Submitted Upon Completion of the Project and as a Precondition to Final Payment)

The Contractor shall complete this form for purposes of reporting participation by Local Hires and Local Businesses on the Project. At the end of the Project and as a precondition for receipt of Final Payment, the Contractor shall provide a final written analysis and evaluation of the final percentage of Local Hires and Local Businesses on the entire Project.

The percentage for Local Hire participation shall be calculated by taking the ratio of the total number of workers performing work on the Project that are Local Hires as defined above, compared against the total number of all workers performing work on the Project.

The percentage for Local Business participation shall be calculated by taking the ratio of the total number of businesses providing any labor, materials or services for the Project authorized by the Contractor or its subcontractors that are Local Businesses as defined above, compared against the total number of all businesses providing any labor, materials or services for the Project authorized by the Contractor or its subcontractors.

Total Number of Workers on Project:			Total Number of Businesses on Project:					
Total Number of Local Hires on Project:			Total Number of Local Businesses on Project:					
CLASSIFICATION: Of the total number of local hires above, please classify each. A local hire may have multiple classifications. (Example: a local resident, a former student)			CLASSIFICATION: Of the total number of local businesses above, please classify. A local business may have multiple classifications. (Example: a local regional office, DVBE and MBE)					
Of the total local hires, how many are local residents by zip code?	Of the total local hires, how many are U.S. veterans?	Of the total local hires, how many are current or former students?	Of the total local businesses, how many are local by zip code?	Of the total local businesses, how many are MBE?	Of the total local businesses, how many are WBE?	Of the total local businesses, how many are DVBE?	Of the total local businesses, how many participate in a District approved internship program?	Of the total local businesses, how many utilize apprentices from a District approved apprenticeship program?
QTY:	QTY:	QTY:	QTY:	QTY:	QTY:	QTY:	QTY:	QTY:
Percentage of Local Hires (Total Local Hires/Total Workers): %			Percentage of Local Businesses (Total Local Businesses/Total Businesses): %					
Total Number of Workers on Project		Total Number of Local Hires on Project		Total Number of Businesses on Project			Total Number of Local Businesses on Project	
Percentage of Local Hires: %				Percentage of Local Businesses: %				

Note: Please reference the Goals and Definitions on the following pages.

In submitting this form, the Contractor certifies that it has independently verified that all Local Hires and Local

Businesses noted in this form meet the definitions for Local Hires and Local Businesses as set forth in the Local Hires and Local Businesses Participation Statement. The District may request Contractor to provide additional information or documents to support the numbers listed above. Contractor agrees to provide all additional information or documents requested by the District. Failure to provide any requested information may result in the District delaying Final Payment to the Contractor and Contractor agrees that it shall have no claim for additional costs or days resulting from or in any way related to providing the information in this form.

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

Company's Name

Authorized Representative Name

Signature

Title

Date

The District's Board has established a goal of 50% participation of "Local Hires" and 25% participation of "Local Businesses" for applicable capital improvement and construction contracts awarded each fiscal year. It is the intent of the Board to not only meet these goals, but to exceed them. Please also refer to the District's Administrative Regulations for Board Policy 6610. *(It is not specifically required, but for Data collection ONLY).*

Definition: "Local Hire" means an individual who is "domiciled", as defined in Elections Code section 349(b), in the following zip codes at least seven days prior to commencing work on a Public Project: 92602, 92606, 92610, 92612, 92614, 92618, 92620, 92626, 92627, 92660, 92675, 92676, 92679, 92688, 92701, 92703, 92704, 92705, 92706, 92707, 92708, 92780, 92782, 92802, 92805, 92806, 92807, 92808, 92840, 92843, 92861, 92862, 92865, 92866, 92867, 92868, 92869, 92883, or 92887. Local Hire shall also mean a "veteran" as defined in Military and Veterans Code section 980, who possesses a current and valid DD Form 214 card, and will provide work on District Public Projects. Local Hire shall also mean any current or former student that the District determines is or was enrolled as a student at one of the District's colleges, and will provide work on District Public Projects. The District's determination on whether an individual meets the definition of a "Local Hire" shall be binding and final.

Definition: "Local Business" means a business serving as a contractor as defined in Business and Professions Code section 7026 or a business supplying construction-related materials that has its principal headquarters or permanently staffed regional office and that has held a business license within the zip codes listed above for Local Hire for a minimum of three months prior to the date the entity submits a bid, contract, or proposal for a Public Project. A Local Business contractor must also be properly registered with the Department of Industrial Relations in accordance with Labor Code section 1725.5. Local Business shall also mean any state or nationally certified minority-owned, women-owned, or disabled veteran business that has performed work for the District or other public agency within the zip codes listed above for Local Hire during the past four years. Certification for a minority-owned, women-owned, or disabled veteran business must be provided to the District. Local Business shall also mean a business that participates in an internship program that is currently approved or recognized by the District. The entity may also apply to obtain District approval of its internship program. The internship program must be approved by the District and must be completed by the end of the specific Public Project or by the next semester immediately after completion of the specific Public Project. Local Business shall also mean any entity that uses apprentices from a District approved apprenticeship program.

WORKMANSHIP/MATERIAL GUARANTEE FORM

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

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

Countersigned

(Proper Name)
By: _____

(Proper Name)
By: _____

(Signature of Subcontract or CONTRACTOR)

(Signature of General CONTRACTOR if
for Subcontractor)

Representatives to be contacted for service:
Name: _____
Address: _____

Phone Number: _____