



**ANTELOPE VALLEY COLLEGE**

**UNIFORM PUBLIC CONSTRUCTION COST ACCOUNTING  
PUBLIC CONTRACT CODE §22032  
INFORMAL BIDDING**

**CAMPUS PARKING LOT MAINTENANCE  
AVC2017-001**

**March 7, 2016**

## SCOPE OF WORK

**Project:**

Name: CAMPUS PARKING LOT MAINTENANCE

Number: AVC2017-001

**District Point of Contact:**

Name/Title: Jared Simmons, Manager, Maintenance and Operations

Phone: 661-722-6517

Email: jsimmons@avc.edu

**Responsibilities of the Contractor/Consultant, Scope of Work and Contract Objective:**

Contractor / Consultant will provide parking lot asphalt maintenance at various locations with specific instructions for each area. Protect in place all street and parking signage, parking permit dispensers, wheel stops, etc. All fire lanes, staff parking, handicapped parking, no parking curbs to be repainted that were affected by the work described. No more than two parking lots to be closed at one time during work to allow for suitable traffic flow and parking. Total cost of services not to exceed \$83,000.00. Order of importance is to be by the following areas:

1. Parking Lot 13: Repair, slurry and stripe
  - a. Properly clean / prep and lay 105,000 sqft +/- of slurry coat.
  - b. As-built existing parking layout for re-striping.
  - c. Protect in place existing thermoplastic stop patterns.
  - d. Protect all wheel stops.
  - e. Apply new stripping to match existing. Any thermoplastic striping damaged will be replaced with new.
  - f. Protect all existing boxes / covers in area of work.
  - g. Protect all new work until cure times have been met.
2. Parking Lot 5: Repair, slurry and stripe
  - a. Properly clean / prep and lay 57,000 sqft +/- of slurry coat.
  - b. As-built existing parking layout for re-striping.
  - c. Protect in place existing thermoplastic stop patterns.
  - d. Protect all wheel stops.
  - e. Apply new stripping to match existing. Any thermoplastic striping damaged will be replaced with new.
  - f. Protect all existing boxes / covers in area of work.
  - g. Protect all new work until cure times have been met.
3. Parking Lot 2: Repair, slurry and stripe
  - a. Properly clean / prep and lay 91,000 sqft +/- of slurry coat.
  - b. As-built existing parking layout for re-striping.
  - c. Protect in place existing thermoplastic stop patterns.
  - d. Protect all wheel stops.
  - e. Apply new stripping to match existing. Any thermoplastic striping damaged will be replaced with new.
  - f. Protect all existing boxes / covers in area of work.
  - g. Protect all new work until cure times have been met.
4. Parking Lot 11: Striping only
  - a. As-built existing parking layout for 72,000 sqft area of re-striping.
  - b. Protect in place existing thermoplastic stop patterns.
  - c. Apply new stripping to match existing. Any thermoplastic striping damaged will be replaced with new.
  - d. Protect all existing boxes / covers in area of work.
  - e. Protect all new work until cure times have been met.
5. Parking Lot 10: Striping only

- a. As-built existing parking layout for 77,000 sqft area of re-striping.
  - b. Protect in place existing thermoplastic stop patterns.
  - c. Apply new stripping to match existing. Any thermoplastic striping damaged will be replaced with new.
  - d. Protect all existing boxes / covers in area of work.
  - e. Protect all new work until cure times have been met.
6. Fire lanes: Fire lane striping only along main driving path from Parking lot 5 through lot 12.
- a. As-built existing layout for 2,500 +/- linear feet.
  - b. Protect in place existing patterns.
  - c. Apply new text to match existing. Any thermoplastic striping damaged will be replaced with new.
  - d. Protect all existing boxes / covers in area of work.
  - e. Protect all new work until cure times have been met.

**Responsibilities of the District:**

After Contractor / Consultant checks in at the Facilities Services office, access will be arranged by Jared Simmons, Manager, Maintenance and Operations, via escort.

**Contract Schedule of Deliverables, Performance Milestones and Proof of Completion:**

Upon completion of service, Jared Simmons, Manager, Maintenance and Operations, will be available for inspection of service along with Contractor / Consultant.

**FOAP to which services are to be charged:** 00000 14550 5650 695000

Services shall be billed to "Antelope Valley Community College District" and become payable after satisfactory completion of services and upon presentation of detailed invoice(s) specifying services being provided. All invoices must be reviewed and approved by the assigned District Point of Contact(s) prior to payment being made to Contractor/Consultant. Contractor/Consultant will submit invoices with original receipts to:

Antelope Valley College District  
ATTN: Accounts Payable  
3041 West Avenue K  
Lancaster, CA 93536



ANTELOPE VALLEY COLLEGE

# PARKING LOT MAINTENANCE

ANTELOPE VALLEY COLLEGE  
3041 WEST AVE K  
LANCASTER, CA 93536  
661-722-6300

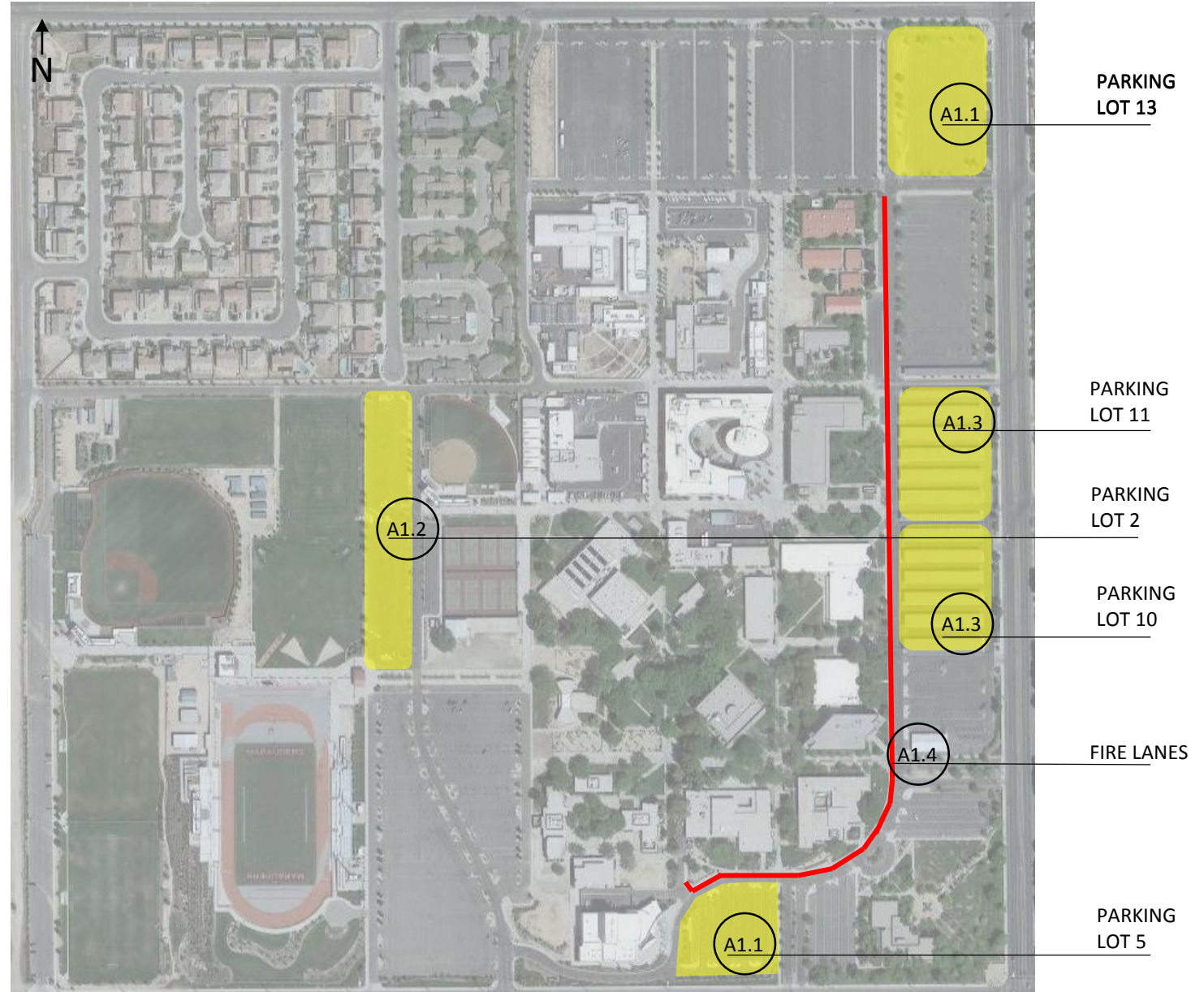
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## SCOPE OF WORK GENERAL NOTES

1. PARKING LOT ASPHALT MAINTENANCE AT VARIOUS LOCATIONS.
2. ENLARGED SITE PLANS HAVE SPECIFIC INSTRUCTIONS FOR EACH AREA.
3. PROTECT IN PLACE ALL STREET AND PARKING SIGNAGE, PARKING PERMIT DISPENSERS, WHEEL STOPS, ETC.
4. ALL FIRE LANES, STAFF PARKING, HANDICAPPED PARKING, NO PARKING CURBS TO BE REPAINTED THAT WERE AFFECTED BY THE WORK DESCRIBED.
5. NO MORE THAN TWO PARKING LOTS TO BE CLOSED AT ONE TIME DURING WORK.

**TOTAL COST OF SERVICES NOT TO EXCEED \$83,000.00. ORDER OF IMPORTANCE IS TO BE IN THE FOLLOWING ORDER: PARKING LOT 13, PARKING LOT 5, PARKING LOT 2, PARKING LOT 11, PARKING LOT 10, FIRE LANES.**





## PARKING LOT 5 SCOPE OF WORK

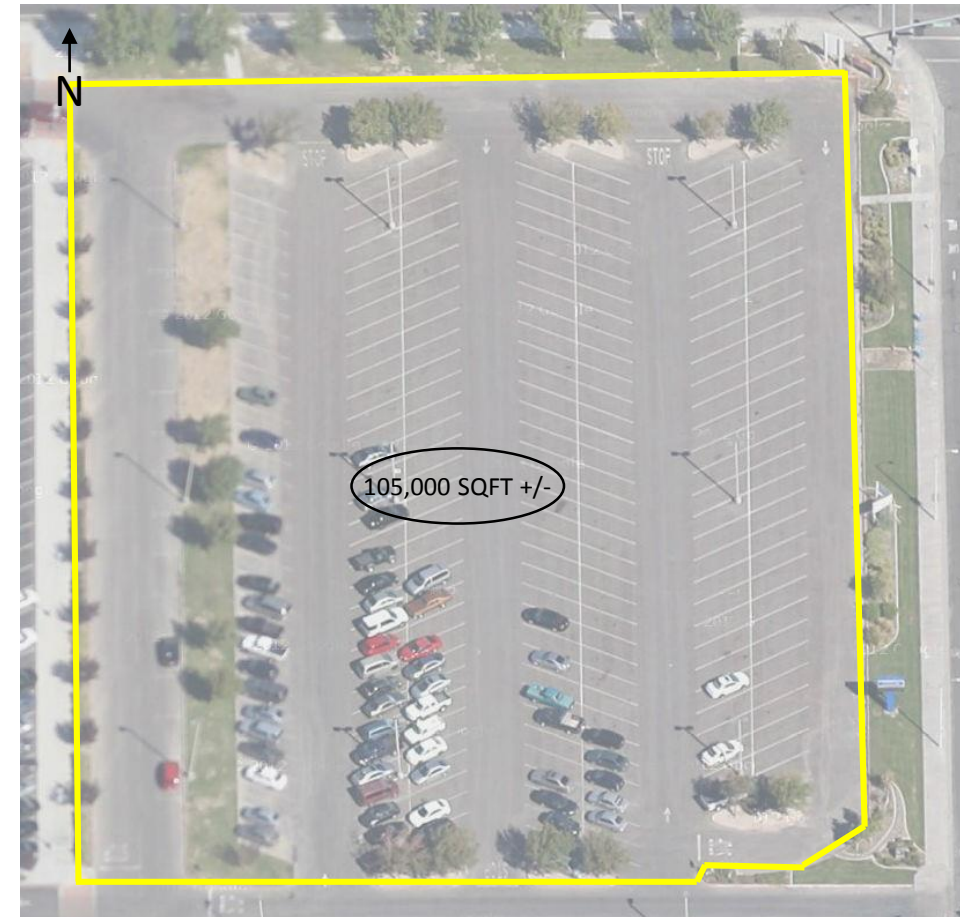
### REPAIR, SLURRY AND STRIPE

1. PROPERLY CLEAN / PREP AND LAY 57,000 SQFT +/- OF SLURRY COAT.
2. AS-BUILT EXISTING PARKING LAYOUT FOR RE-STRIPING.
3. PROTECT INPLACE EXISTING THERMOPLASTIC STOP PATTERNS.
4. PROTECT ALL WHEEL STOPS.
5. APPLY NEW STRIPPING TO MATCH EXISTING. ANY THERMOPLASTIC STRIPING DAMAGED WILL BE REPLACED WITH NEW.
6. PROTECT ALL EXISTING BOXES / COVERS IN AREA OF WORK.
7. PROTECT ALL NEW WORK UNTIL CURE TIMES HAVE BEEN MET.

## PARKING LOT 13 SCOPE OF WORK

### REPAIR, SLURRY AND STRIPE

1. PROPERLY CLEAN / PREP AND LAY 105,000 SQFT +/- OF SLURRY COAT.
2. AS-BUILT EXISTING PARKING LAYOUT FOR RE-STRIPING.
3. PROTECT INPLACE EXISTING THERMOPLASTIC STOP PATTERNS.
4. PROTECT ALL WHEEL STOPS.
5. APPLY NEW STRIPPING TO MATCH EXISTING. ANY THERMOPLASTIC STRIPING DAMAGED WILL BE REPLACED WITH NEW.
6. PROTECT ALL EXISTING BOXES / COVERS IN AREA OF WORK.
7. PROTECT ALL NEW WORK UNTIL CURE TIMES HAVE BEEN MET.





## PARKING LOT 2 SCOPE OF WORK

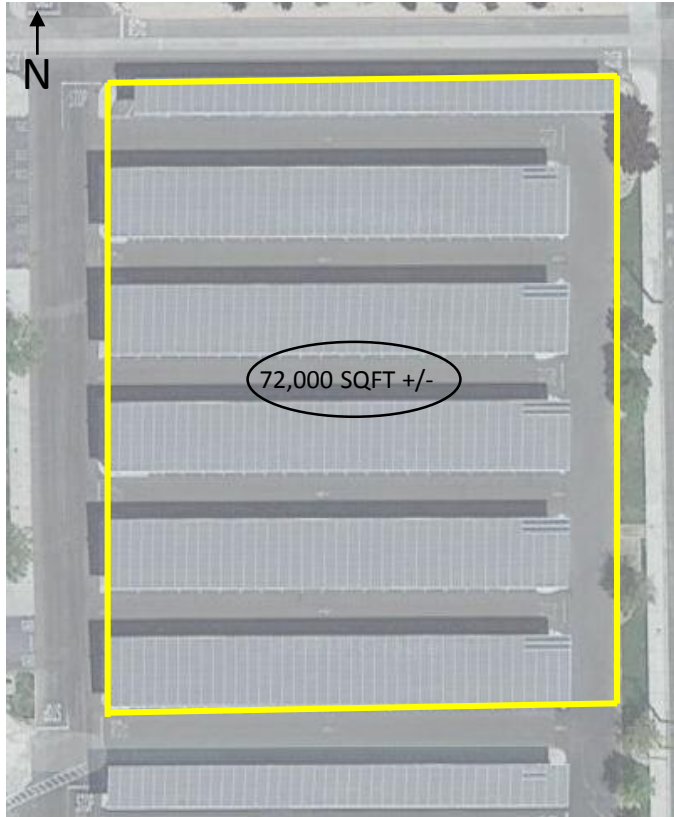
### REPAIR, SLURRY AND STRIPE

1. PROPERLY CLEAN / PREP AND LAY 91,000 SQFT +/- OF SLURRY COAT.
2. AS-BUILT EXISTING PARKING LAYOUT FOR RE-STRIPING.
3. PROTECT INPLACE EXISTING THERMOPLASTIC STOP PATTERNS.
4. PROTECT ALL WHEEL STOPS.
5. APPLY NEW STRIPPING TO MATCH EXISTING. ANY THERMOPLASTIC STRIPING DAMAGED WILL BE REPLACED WITH NEW.
6. PROTECT ALL EXISTING BOXES / COVERS IN AREA OF WORK.
7. PROTECT ALL NEW WORK UNTIL CURE TIMES HAVE BEEN MET.

## PARKING LOT 11 SCOPE OF WORK

### STRIPING ONLY

1. AS-BUILT EXISTING PARKING LAYOUT FOR 72,000 SQFT AREA OF RE-STRIPING.
2. PROTECT INPLACE EXISTING THERMOPLASTIC STOP PATTERNS.
3. APPLY NEW STRIPPING TO MATCH EXISTING. ANY THERMOPLASTIC STRIPING DAMAGED WILL BE REPLACED WITH NEW.
4. PROTECT ALL EXISTING BOXES / COVERS IN AREA OF WORK.
5. PROTECT ALL NEW WORK UNTIL CURE TIMES HAVE BEEN MET.



## PARKING LOT 10 SCOPE OF WORK

### STRIPING ONLY

1. AS-BUILT EXISTING PARKING LAYOUT FOR 77,000 SQFT AREA OF RE-STRIPING.
2. PROTECT INPLACE EXISTING THERMOPLASTIC STOP PATTERNS.
3. APPLY NEW STRIPPING TO MATCH EXISTING. ANY THERMOPLASTIC STRIPING DAMAGED WILL BE REPLACED WITH NEW.
4. PROTECT ALL EXISTING BOXES / COVERS IN AREA OF WORK.
5. PROTECT ALL NEW WORK UNTIL CURE TIMES HAVE BEEN MET.

## FIRE LANE SCOPE OF WORK

FIRE LANE STRIPING ONLY. PARKING LOT 5 THROUGH LOT 12.

1. AS-BUILT EXISTING LAYOUT FOR 2,500 +/- LINEAR FEET.
2. PROTECT INPLACE EXISTING PATTERNS.
3. APPLY NEW TEXT TO MATCH EXISTING. ANY THERMOPLASTIC STRIPING DAMAGED WILL BE REPLACED WITH NEW.
4. PROTECT ALL EXISTING BOXES / COVERS IN AREA OF WORK.
5. PROTECT ALL NEW WORK UNTIL CURE TIMES HAVE BEEN MET.





**UNIFORM PUBLIC CONSTRUCTION COST ACCOUNTING  
PUBLIC CONTRACT CODE §22032  
INFORMAL BIDDING  
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CAMPUS PARKING LOT MAINTENANCE  
AVC2017-001**

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**ANTELOPE VALLEY COMMUNITY COLLEGE DISTRICT  
NOTICE OF INFORMAL BIDDING AND BIDDING INSTRUCTIONS**

**TO ALL PRE-QUALIFIED BIDDERS FOR:  
REQUIRED CONTRACTORS LICENSE: C-32 Parking and Highway Improvement  
PROJECT: CAMPUS PARKING LOT MAINTENANCE, AVC2017-001**

PLEASE TAKE NOTICE, that the District will accept Bid Proposals under the District's Informal Bidding Procedures (Public Contract Code §22030 et seq), for the Work of a Project described as **CAMPUS PARKING LOT MAINTENANCE**.

1. Project Information. Additional information regarding the Project, including Drawings, Specifications and/or other Project requirements is available at: <https://www.avc.edu/administration/busserv/rfpdocs>. The Work is subject to prevailing wage rates; the Contractor and all Subcontractors shall pay not less than the prevailing wage rates for the classification(s) of labor necessary to complete the Work.

2. Submittal of Bid Proposals. Bid Proposals for the Work must be submitted electronically via e-mail, with the Bidder's name and the Project prominently identified in the subject line of the e-mail to the District as follows:

purchasing@avc.edu

Bid Proposals must be received by the District's Purchasing/Contracts Manager no later than **11:00 AM Tuesday, March 21, 2017**. Bid Proposals submitted thereafter will be rejected for non-responsiveness. Timely submitted Bid Proposals will be opened as soon thereafter as practicable.

3. Documents Accompanying Bid Proposal. The following must be submitted concurrently with the Bid Proposal:

- (i) Subcontractors List (00 43 13);
- (ii) Non-Collusion Affidavit (00 45 19);
- (iii) Verification of Pre-Qualification Application Information (00 45 47);
- (iv) Bid Security of not less than ten percent (10%) of the price proposed in the Bid Proposal in the form of cash, cashier's check payable to the District or a Bid Bond in the form and content included with the Contract Documents (00 61 00);
- (v) Certificate of Workers Compensation Insurance in the form and content included with the Contract Documents (00 45 19);
- (vi) Drug-Free Workplace Certification in the form and content included with the Contract Documents (00 45 27); and
- (vii) DIR Registration Verification (00 45 10)

4. Award of Contract. The Contract for the Work, if awarded, will be to the Bidder submitting the lowest priced responsive Bid Proposal. The District's Purchasing/Contracts Manager will take action to award the Contract; such action is subject to subsequent ratification by the District's Board of Trustees. Bidders will be notified in writing by the District of the Bidder to whom the District has awarded the Contract. If Alternate Bid Items are included in the bidding, the selection of Alternate Bid Items for determination of the lowest priced Bid Proposal will be by the "blind bidder" process.

5. Performance Bond; Labor and Materials Payment Bond. The Bidder awarded the Contract for the Work shall obtain a Performance Bond and a Labor and Materials Payment Bond, each in a penal sum equal to one hundred percent (100%) of the Contract Price of the Contract awarded and in the form and content included with the Contract Documents for the Project.

6. Rejection of Bid Proposals; Waiver of Minor Irregularities. The District expressly reserves the right to reject all Bid Proposals. The District further reserves the right to waive minor irregularities in the bidding process or in Bid Proposals submitted in response hereto.

**[END OF SECTION]**

**BID PROPOSAL**

TO: **ANTELOPE VALLEY COMMUNITY COLLEGE DISTRICT**, a California community college district, acting by and through its Board of Trustees (“the District”).

FROM:

<b>Bidder Name:</b> _____	<b>Bidder Representative for Project:</b> _____
<b>Address:</b> _____ _____	<b>Bidder Representative Contact Information:</b> _____ _____

**1 Bid Proposal**

**1.1 Bid Proposal Amount.** The undersigned Bidder proposes and agrees to perform the Contract including, without limitation, providing and furnishing any and all of the labor, materials, tools, equipment and services necessary to perform the Contract and complete in a workmanlike manner all of the Work required for the Project described as: **CAMPUS PARKING LOT MAINTENANCE** for the sum of \_\_\_\_\_ Dollars (\$\_\_\_\_\_).

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

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

**2 Alternate Bid Items.** The Bidder’s price proposal(s) for Alternate Bid Items is/are set forth in the form of Alternate Bid Item Proposal included herewith. Price proposal(s) for Alternate Bid Item(s) will not form the basis for the District’s award of the Contract unless an Alternate Bid Item is incorporated into the scope of Work of the Contract awarded.

**3 Documents Accompanying Bid.** The Bidder has submitted with this Bid Proposal all of the documents required by Paragraph 3 of the Notice Calling for Informal Bids. The Bidder acknowledges that if this Bid Proposal and the foregoing documents are not fully in compliance with applicable requirements set forth in the Notice of Informal Bidding and Bidding Information and in each of the foregoing documents, the Bid Proposal may be rejected as non-responsive.

**4 Award of Contract.** If the Bidder submitting this Bid Proposal is awarded the Contract, the Bidder execute and deliver to the District all of the following the in the form attached hereto within five (5) days after notification of award of the Contract: (i) Contract for Labor and Materials; (ii) Certificates of Insurance evidencing all insurance coverages required under the Contract Documents; (iii) the Performance Bond; and (iv) the Labor and Material Payment Bond. Failure of the Bidder awarded the Contract to strictly comply with the preceding may result in the District’s rescission of the award of the Contract and/or forfeiture of the Bidder’s Bid Security.

**5 Contractor’s License.** The Bidder is currently a licensed California Contractor in the following classification(s) \_\_\_\_\_ under License Number(s) \_\_\_\_\_, with expiration date(s) of \_\_\_\_\_.

**[CONTINUED NEXT PAGE]**

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

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

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

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

**ALTERNATE BID ITEMS  
(ATTACHMENT A TO BID PROPOSAL)**

**Project:** **CAMPUS PARKING LOT MAINTENANCE**

**Bidder Name:** \_\_\_\_\_

Bidders must provide a proposal price for each Alternate Bid Item set forth herein; failure to do so will result in rejection of the Bid Proposal for non-responsiveness. The amount proposed for each Alternate Bid Item by the above-identified Bidder is set forth hereinbelow:

**Alternate Bid Item No. 1:** [Description]

Add/Deduct \_\_\_\_\_ Dollars (\$\_\_\_\_\_) to Bid Proposal amount set forth in Paragraph 1.1 of the Bid Proposal.

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

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

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

**SUBCONTRACTORS LIST**

**Bidder:** \_\_\_\_\_

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

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

**Email Address:** \_\_\_\_\_

**Bidder's Authorized Representative(s):** \_\_\_\_\_

**PROJECT: CAMPUS PARKING LOT MAINTENANCE**

**Check box if not applicable:**

NAME OF SUBCONTRACTOR	BUSINESS LOCATION/ ADDRESS OF SUBCONTRACTOR	TRADE OR PORTION OF THE WORK	SUBCONTRACTOR CONTRACTORS' LICENSE NUMBER AND CLASSIFICATION(S)

**PHOTOCOPY THIS PAGE AS NECESSARY TO LIST ADDITIONAL SUBCONTRACTORS**

**DIR REGISTRATION VERIFICATION**

I am the \_\_\_\_\_ of \_\_\_\_\_ (“Bidder”)  
(Title/Position) (Bidder Name)

submitting the accompanying Bid Proposal for the Work described as **CAMPUS PARKING LOT MAINTENANCE**.

1. The Bidder is currently registered as a contractor with the Department of Industrial Relations (“DIR”).
2. The Bidder’s DIR Registration Number is: \_\_\_\_\_. The expiration date of the Bidder’s DIR Registration is June 30, 20\_\_\_\_.
3. If the Bidder is awarded the Contract for the Work and the expiration date of the Bidder’s DIR Registration will occur: (i) prior to expiration of the Contract Time for the Work; or (ii) prior to the Bidder completing all obligations under the Contract for the Work, the Bidder will take all measures necessary to renew the Bidder’s DIR Registration so that there is no lapse in the Bidder’s DIR Registration while performing Work under the Contract.
4. The Bidder, if awarded the Contract for the Work will remain a DIR registered contractor for the entire duration of the Work.
5. The Bidder has independently verified that each Subcontractor identified in the Subcontractors List submitted with the Bid Proposal of the Bidder is currently a DIR registered contractor.
6. The Bidder’s solicitation of subcontractor bids included notice to prospective subcontractors that: (i) all sub-tier subcontractors must be DIR registered contractors at all times during performance of the Work; and (ii) prospective subcontractors may only solicit sub-bids from and contract with lower-tier subcontractors who are DIR registered contractors.
7. If any of the statements herein are false or omit material facts rendering a statement to be false or misleading, the Bidder’s Bid Proposal is subject to rejection for non-responsiveness.

I have personal first hand-knowledge of all of the foregoing. I declare under penalty of perjury under California law that the foregoing is true and correct.

Executed this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ at \_\_\_\_\_.  
(City and State)

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

\_\_\_\_\_  
(Name, typed or printed)

**NON-COLLUSION AFFIDAVIT**

**STATE OF CALIFORNIA**  
**COUNTY OF \_\_\_\_\_**

I, \_\_\_\_\_, being first duly sworn, deposes and says  
(Typed or Printed Name)  
that I am the \_\_\_\_\_ of \_\_\_\_\_,  
(Title) (Bidder Name)

the party submitting the foregoing Bid Proposal ("the Bidder"). In connection with the foregoing Bid Proposal, the undersigned declares, states and certifies that:

1. The Bid Proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization or corporation.
2. The Bid Proposal is genuine and not collusive or sham.
3. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any other bidder or anyone else to put in sham bid, or to refrain from bidding.
4. The bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price, or that of any other bidder, or to fix any overhead, profit or cost element of the bid price or that of any other bidder, or to secure any advantage against the public body awarding the contract or of anyone interested in the proposed contract.
5. All statements contained in the Bid Proposal and related documents are true.
6. The bidder has not, directly or indirectly, submitted the bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any person, corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

Executed this \_\_\_\_ day of \_\_\_\_\_, 20\_\_ at \_\_\_\_\_.  
(City, County and State)

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name Printed or Typed



**CERTIFICATE OF WORKERS' COMPENSATION INSURANCE**

I, \_\_\_\_\_ the \_\_\_\_\_ of  
(Name) (Title)

\_\_\_\_\_, declare, state and certify that:  
(Contractor Name)

1. I am aware that California Labor Code §3700(a) and (b) provides:  
 "Every employer except the state shall secure the payment of compensation in one or more of the following ways:  
 (a) By being insured against liability to pay compensation in one or more insurers duly authorized to write compensation insurance in this state.  
 (b) By securing from the Director of Industrial Relations a certificate of consent to self-insure either as an individual employer, or one employer in a group of employers, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his or her employees."

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

By: \_\_\_\_\_  
(Signature)  
\_\_\_\_\_  
(Typed or printed name)

**DRUG-FREE WORKPLACE CERTIFICATION**

I, \_\_\_\_\_, am the \_\_\_\_\_ of  
(Print Name) (Title)

\_\_\_\_\_. I declare, state and certify to all of the following:  
(Contractor Name)

1. I am aware of the provisions and requirements of California Government Code §§8350 et seq., the Drug Free Workplace Act of 1990.
2. I am authorized to certify, and do certify, on behalf of Contractor that a drug free workplace will be provided by Contractor by doing all of the following:
  - a. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited in Contractor’s workplace and specifying actions which will be taken against employees for violation of the prohibition;
  - b. Establishing a drug-free awareness program to inform employees about all of the following:
    - (i) The dangers of drug abuse in the workplace;
    - (ii) Contractor’s policy of maintaining a drug-free workplace;
    - (iii) The availability of drug counseling, rehabilitation and employee-assistance programs; and
    - (iv) The penalties that may be imposed upon employees for drug abuse violations;
  - c. Requiring that each employee engaged in the performance of the Contract be given a copy of the statement required by subdivision (a), above, and that as a condition of employment by Contractor in connection with the Work of the Contract, the employee agrees to abide by the terms of the statement.
3. Contractor agrees to fulfill and discharge all of Contractor’s obligations under the terms and requirements of California Government Code §8355 by, inter alia, publishing a statement notifying employees concerning: (a) the prohibition of any controlled substance in the workplace, (b) establishing a drug-free awareness program, and (c) requiring that each employee engaged in the performance of the Work of the Contract be given a copy of the statement required by California Government Code §8355(a) and requiring that the employee agree to abide by the terms of that statement.
4. Contractor and I understand that if the District determines that Contractor has either: (a) made a false certification herein, or (b) violated this certification by failing to carry out and to implement the requirements of California Government Code §§8355, the Contract awarded herein is subject to termination, suspension of payments, or both. Contractor and I further understand that, should Contractor violate the terms of the Drug-Free Workplace Act of 1990, Contractor may be subject to debarment in accordance with the provisions of California Government Code §§8350, et seq.
5. Contractor and I acknowledge that Contractor and I are aware of the provisions of California Government Code §§8350, et seq. and hereby certify that Contractor and I will adhere to, fulfill, satisfy and discharge all provisions of and obligations under the Drug-Free Workplace Act of 1990.

I declare under penalty of perjury under the laws of the State of California that all of the foregoing is true and correct. Executed at \_\_\_\_\_ this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

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

\_\_\_\_\_  
(Handwritten or Typed Name)

**VERIFICATION OF PRE-QUALIFICATION  
APPLICATION INFORMATION**

I, \_\_\_\_\_ am the \_\_\_\_\_ of  
(Name) (Title)

\_\_\_\_\_, declare and state as follows:

(Bidder Name)

1. I am authorized to execute this Verification of Pre-Qualification Application Information on behalf of the above-identified Bidder.
2. I have reviewed the Pre-Qualification Application submitted by the Bidder to the District.
3. There have been no material adverse changes to the information provided by the Bidder to the District in the Pre-Qualification Application submitted by the Bidder.
4. I have personal knowledge of the absence of any material adverse changes to the information provided by the Bidder in its Pre-Qualification Application and/or I have conducted all necessary and appropriate inquiries to ascertain that there have been no material adverse changes in the information provided by the Bidder in its Pre-Qualification Application.

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

Dated: \_\_\_\_\_

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

**CONTRACT FOR LABOR AND MATERIALS**

This Contract for Labor and Materials (“Contract”) is entered into this \_\_\_\_\_, 2017 by and between **ANTELOPE VALLEY COMMUNITY COLLEGE DISTRICT** (“District”) and \_\_\_\_\_ (“Contractor”) for the Work of the Project generally described as **CAMPUS PARKING LOT MAINTENANCE, AVC2017-001**. In consideration of the mutual covenants set forth herein, the Contractor and District agree as follows:

- A. In consideration of the payment of the sum of \_\_\_\_\_ Dollars (\$) (“the Contract Price”), the Contractor shall perform and complete the Work generally described as **CAMPUS PARKING LOT MAINTENANCE**.
- B. Contractor shall commence the Work on the date indicated in the Notice to Proceed issued by or on behalf of the District and shall complete the Work within sixty (60) calendar days after the commencement date for the Work (“the Contract Time”). Failure to complete the Work within the Contract Time will subject the Contractor to Liquidated Damages at the rate of Four Hundred Dollars (\$400.00) until the Work is completed.
- C. The location of the Work is Antelope Valley Community College Distract, 3041 West Avenue K, Lancaster, CA 93536, Parking Lots 2, 5, 10, 11, 13, and Fire Lanes (“the Site”) (“the Site”).
- D. At all times during the Work, the Contractor and each Subcontractor shall obtain and maintain the following insurance coverages:

<b>Contractor Insurance</b>	
<b>Policy of Insurance</b>	<b>Minimum Coverage Limit</b>
Workers’ Compensation Insurance	In accordance with Laws
Employer’s Liability Insurance	One Million Dollars (\$1,000,000)
Commercial General Liability and Property Insurance.	Per occurrence: One Million Dollars (\$1,000,000)
	Aggregate: Two Million Dollars (\$2,000,000)
Automobile Liability Insurance (combined single limit)	Two Million Dollars (\$2,000,000)
Contractor Pollution Liability Insurance	One Million Dollars (\$1,000,000) per claim and One Million Dollars (\$1,000,000) in the aggregate
Builder’s Risk “All-Risk” Insurance	Full Insurable Value of Work

<b>Subcontractors’ Insurance</b>	
<b>Policy of Insurance</b>	<b>Minimum Coverage Limit</b>
Workers’ Compensation Insurance	In accordance with Laws
Employer’s Liability Insurance	One Million Dollars (\$1,000,000)
Commercial General Liability and Property Insurance.	Per occurrence: One Million Dollars (\$1,000,000)
	Aggregate: Two Million Dollars (\$2,000,000)
Automobile Liability Insurance (combined single limit)	Two Million Dollars (\$2,000,000)
Contractor Pollution Liability Insurance	One Million Dollars (\$1,000,000) per claim and One Million Dollars (\$1,000,000) in the aggregate

- E. Mark-ups on the direct costs of Changes directed or authorized by the District pursuant to Paragraph 4 of the Contract Terms and Conditions are limited to ten percent (10%) of the direct costs.
- F. The Contract Documents consists of this Contract for Labor and Materials, the attached Contract Terms and Conditions, the Bid Proposal and other documents submitted by the Contractor to the District as a Bidder and the documents identified below. By executing this Contract, the Contractor acknowledges its receipt and review of the Contract Documents; based upon this review, the Contractor confirms that the Work can be completed for the Contract Price and within the Contract Time.

Notice of Informal Bidding and Bidding Instructions  
Bid Proposal  
Subcontractors List  
DIR Registration Verification  
Non-Collusion Affidavit  
Certificate of Worker's Compensation Insurance  
Drug-Free Workplace Certification

Verification of Pre-Qualification Application Information  
Contract For Labor and Materials  
Bid Bond  
Performance Bond  
Labor and Materials Payment Bond  
Verification of Certified Payroll Records Submittal to Labor Commissioner  
Contractor Certification of Subcontractor District Provided Project Information

G. The District Representative is Jared Simmons, Manager, Maintenance & Operations, 3041 West Ave K, Lancaster, California 93536-5426.

**CONTRACTORS ARE REQUIRED BY LAW TO BE LICENSED AND REGULATED BY THE CONTRACTORS' STATE LICENSE BOARD. ANY QUESTIONS CONCERNING A CONTRACTOR MAY BE REFERRED TO THE REGISTRAR, CONTRACTORS' STATE LICENSE BOARD, P.O. BOX 2600, SACRAMENTO, CALIFORNIA 95826**

**IN WITNESS WHEREOF**, the District and Contractor have executed this Contract as of the date set forth above.

**"Contractor"**  
[Contractor Name]

**"District"**  
**ANTELOPE VALLEY COMMUNITY  
COLLEGE DISTRICT**

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

Signature: \_\_\_\_\_  
Ed Knudson, Superintendent/President

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

Signature: \_\_\_\_\_  
Doug Jensen, Director of Facilities

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

Signature: \_\_\_\_\_  
Jared Simmons, Manager, M & O

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**TERMS AND CONDITIONS OF  
CONTRACT FOR LABOR AND MATERIALS**

1. **Labor and Materials.** The Contractor shall furnish and pay for all labor, materials, equipment and services necessary to complete the Work in accordance with the Contract Documents. Unless otherwise expressly provided for in the Contract Documents, all materials, equipment and other items incorporated into the Work shall be: (i) in accordance with requirements of the Contract Documents; (ii) new; and (iii) the most suitable grade and quality for the purpose intended. The Work is subject to tests/inspections as required by the Contract Documents. The Contractor shall provide the District and the District's agents/representatives with access to the Work, wherever located and whether in place or in progress. All of the Work shall conform with the requirements of the Contract Documents and applicable laws, ordinances, rules and regulations.
2. **Submittals.** The Contractor shall submit to the District Representative or the Architect, as designated in the Contract Documents, shop drawings, product data and other submittals (collectively "Submittals") required by the Contract Documents promptly and in an orderly sequence while allowing sufficient time for review and comment. No portion of the Work requiring Submittals shall be performed until the required Submittals have been reviewed and accepted.
3. **Construction Schedule.** If required by the District, the Contractor shall prepare a Construction Schedule in such form and format as directed by the District. The Construction Schedule shall reflect all activities necessary to complete the Work and shall be in such detail as required by the District. If a schedule is required, the Contractor shall update the schedule monthly or more frequently as directed by the District or required by the circumstances of the Work.
4. **Changes.**
  - 4.1 **Changes to the Work.** The District may, by written order, make Changes to the Work, issue additional instructions and to add to or delete from the Work. No Change may be made without the prior written approval and direction of the District. Adjustments of the Contract Price or the Contract Time on account of a Change authorized hereunder will only be made by written Change Order duly executed by the Contractor and the District Representative. Adjustments to the Contract Price for authorized Changes shall be limited to the direct costs of labor and materials necessary to complete the Change plus a mark-up on the direct costs set forth in the Contract. The mark-up represents all compensation due the Contractor for profit, overhead/administrative costs and impacts of a Change. Changes approved by the District shall be reduced to Change Order in the form and substance as set forth in Attachment A hereto.
  - 4.2 **Substitutions.** No substitution of any specified item, product, material or system ("Specified Items") will be considered unless the Contractor submits a request to substitute Specified Items along with data substantiating the equivalency of the proposed substitution with the Specified Items not more than thirty five (35) days after the date of award of the Contract to the Contractor. The Contractor shall reimburse the District for all costs and expenses incurred by the District to review a proposed substitution for Specified Items. The District's acceptance or rejection of a proposed substitution shall be final. No substitution accepted by the District shall increase the Contract Price or the Contract Time; provided, however, if the cost to furnish/install an approved substitution of is less than the specified Item, the Contract Price shall be reduced by such cost difference. If any Specified Items are identified in any portion of the Contract Documents as "District Standard Materials/Equipment" "match existing in use" or similar words/phrases, in accordance with Public Contract Code §3400, the District shall be deemed to have made a finding that such Specified Items are designated as "sole source" items designed to match existing and in use items. In accordance with Public Contract Code §3400, the District will not consider or accept alternatives or substitutions for any Specified Items so identified.
5. **Payment Bond; Performance Bond.** Prior to commencement of Work, the Contractor shall obtain and deliver to the District a Labor and Materials Payment Bond and a Performance Bond. Bonds required hereunder will be accepted by the District only if: (i) they are in the form and content included in the Contract Documents; (ii) the Bonds are issued by and Admitted Surety Insurer under California law; and (iii) in a penal sum equal to one hundred percent (100%) of the Contract Price.

6. **Safety; Security.** The Contractor shall comply with all applicable laws, ordinances, rules, or regulations pertaining to safety at the Site. The Contractor shall implement safety measures such as fencing, barricades, signs, lights and other precautions to prevent injury or death to persons or damage to property. The Contractor is responsible for securing the Site and Work in place or in progress (including materials/equipment/tools situated at the Site) to prevent theft, loss or damage.
7. **Labor.**
  - 7.1 **Prevailing Wage Rates; Hours of Work.** The Contractor and all Subcontractors shall: (i) pay their respective workers wage rates not less than the prevailing wage rate established for the classification, trade or work performed by each worker; (ii) maintain complete and accurate payroll records for workers engaged in the Work; and (iii) complete and submit Certified Payroll Records to the Labor Commissioner. The Contractor and Subcontractors shall not permit any worker to provide more than eight (8) hours of work per day or forty (40) hours per week without additional compensation as mandated by law. The Contractor shall be subject to all penalties and assessments provided by law or regulation for violation(s) of the prevailing wage rate requirements or hours of work limitations.
  - 7.2 **Apprentices.** Apprentices, if any engaged in performing any portion of the Work shall be in strict conformity with applicable laws, rules and regulations, including without limitation, Labor Code §§1777.5 through 1777.7, which are incorporated herein by this reference.
  - 7.3 **Competency and Discipline.** The Contractor shall enforce strict discipline and good order among the Contractor's employees, the employees of any Subcontractor and all other persons performing any part of the Work at the Site. Personnel of the Contractor or any Subcontractor shall be subject to removal from the Site for violations of applicable law or District policies. The Contractor shall not permit employment of unfit persons or persons not skilled in tasks assigned to them and shall dismiss from its employ and direct any Subcontractor to dismiss from their employment any person deemed by the District to be unfit or incompetent to perform Work.
  - 7.4 **Superintendent.** The Contractor shall employ a Superintendent fluent in verbal and written English who shall be at the Site at all times during performance of Work at the Site. The Superintendent is the Contractor's Representative for the Work; directions, instructions or other communications to or with the Contractor's Superintendent shall be deemed directions, instructions or communications to or with the Contractor.
8. **Subcontractors.** The Work of each Subcontractor shall be set forth in a written Subcontract agreement incorporating by reference this Contract; Subcontracts shall be made available to the District for review upon request of the District. The Contractor is responsible to the District for the acts, omissions and other conduct of Subcontractors. Each Subcontractor shall maintain insurance coverages with the minimum coverage limits required by the Contract for Labor and Materials.
9. **Payment of the Contract Price.**
  - 9.1 **Contract Time 60 Days or Less.** If the Contract Time is sixty (60) days or less, the District will make payment of the Contract Price upon completion of the Work, the Contractor's full performance of all other obligations under this Contract and the Contractor's submission of a properly itemized invoice. Each invoice submitted for payment of any portion of the Contract Price shall be accompanied by the form of Verification of Certified Payroll Records Submittal to Labor Commissioner included with the Contract Documents. Upon receipt of the Contractor's invoice, the District Representative will promptly verify that the Work has been completed and that the Contractor has performed all other obligations hereunder. Within thirty (30) days of the District Representative confirmation of the completion of Work and the Contractor's performance of other obligations hereunder, the District will make payment of the Contract Price.
  - 9.2 **Contract Time More than 60 Days.** If the Contract Time is sixty (60) days or more, the Contractor may submit invoices on a monthly basis for the value of Work completed in the prior month, whereupon the District Representative will promptly verify that the Work has been completed as indicated in the Contractor's invoice. Within thirty (30) days of the date of such verification, the District will make payment equal to ninety five percent (95%) of the value of the Work completed. Within sixty (60) days of completion of all Work and all other of the Contractor's obligations hereunder, amounts previously retained from prior invoices will be released to the

Contractor. The District may, in its sole discretion, condition payment of the Contract Price, or any portion thereof, upon: (i) the Contractor's preparation of a Schedule of Values for review and acceptance by the District's Representative; and/or (ii) the submittal of executed Waivers and Releases (on Progress Payment or Final Payment, as applicable) for the Contractor and all Subcontractors receiving any portion of the Contract Price.

**9.3 District Withholdings.** The District may withhold payment of any portion of the Contract Price for: (i) claims or the probability of claims being submitted by Subcontractor, Material Suppliers or others in connection with the Work; (ii) defective or non-conforming Work which is not remedied; (iii) uncured Contractor defaults; or (iv) any amount due from the Contractor to the District under the Contract Documents, including without limitation Liquidated Damages. No payment will be made upon completion of the Work unless the Contractor has completed and submitted the form of Asbestos and Other Hazardous Materials Certification set forth in Attachment B hereto.

- 10. Insurance.** The Contractor and its Subcontractors shall, at all times during the Work, maintain Workers Compensation, Employers Liability, and Commercial General Liability Insurance in the minimum coverage amounts set forth in the Contract. The Contractor's Commercial General Liability Insurance shall name the District as an Additional Insured. All policies of insurance shall include provisions that the policy of insurance will not be materially modified, cancelled or allowed to expire without at least thirty (30) days advance notice to the District. Prior to commencing the Work, the Contractor shall deliver Certificates of Insurance of itself and its Subcontractors evidencing the required insurance coverages. No Work at the Site by the Contractor or any Subcontractor will be permitted until Certificates of Insurance evidencing the required insurance policies hereunder are delivered to the District Representative.
- 11. Indemnification.** The Contractor shall indemnify, defend and hold harmless the District, the District's Board of Trustees and all members thereof and the District's employees, officers, agents and representatives from all claims, demands and liabilities, including without limitation, attorneys' fees, which arise out of negligent, grossly negligent or willful conduct of the Contractor, Subcontractors and their respective employees, agents and representatives. The Contractor's obligations hereunder include without limitation: (i) injury to, or death of, persons; (ii) damage to property; (iii) theft or loss of property; (iv) Stop Payment Notice claims; and (v) other losses, damages or costs. The Contractor's obligations hereunder shall survive termination of the Contract and/or completion of the Work, and are incorporated into and made a part of the obligations of the Surety issuing the Performance Bond.
- 12. District Right to Terminate.** The Contractor's failure to comply with any term or condition of the Contract Documents shall constitute default of the Contractor; in such event, the District may terminate the Contract upon seven (7) days written notice to the Contractor. Unless the Contractor shall have commenced, and diligently thereafter prosecute to completion, all required actions to cure such default(s), this Contract shall be deemed terminated without further action of the District; such termination shall be effective the seventh (7th) day after the date of the District's written notice. If the District terminates the Contract for default of the Contractor, the Contractor and the Performance Bond Surety shall be jointly and severally liable to the District for all losses, costs and damages arising out of the Contractor's default and costs to complete the Work which exceeds the remaining Contract Price at the time of termination. In addition to the preceding, the District may terminate this Contract at any time for the convenience of the District by written notice to the Contractor, in which case, the payment of the Contract Price shall be limited to the value of the Work in place or in progress at the time of the termination for the District's convenience.
- 13. Warranty.** If within one (1) year, or such other period set forth in the Contract Documents, any of the Work or workmanship is found defective or not in compliance with the Contract Documents, the Contractor shall upon the District's demand, promptly take all measures necessary to correct, repair or replace such Work or workmanship. If the Contractor fails to do so, the District may take necessary action to correct, replace or replace such Work or workmanship at the cost and expense of the Contractor. The Performance Bond obligations include the Contractor's warranty obligations hereunder.
- 14. Tests/Inspections of the Work.** The Work shall be subject to tests/inspections if required by the Contract Documents. The Contractor shall be liable for costs of tests/inspections which result from the Work: (i) not being ready for tests/inspections; or (ii) the failure of the Work to comply with the applicable test/inspection standards. If the Work is subject to the jurisdiction of the Division of State Architect ("DSA"), all of the Work shall be subject to inspection/observation by the Project Inspector retained by the District under DSA regulations. The Project Inspector shall have access at all times to the Work, whether



in place or in progress; the Contractor shall provide such access without adjustment of the Contract Price or the Contract Time.

**15. Claims Resolution.**

**15.1 Contractor Continuation of Work.** Notwithstanding any claim, dispute, disagreement or other matter in controversy between the District and the Contractor relating to the Contract Documents, the Work, the Contractor shall continue to diligently prosecute and complete Work pending resolution of any such claim, dispute, disagreement or matter in controversy.

**15.2 Public Contract Code §9204 Claims Resolution Procedures.**

**15.2.1 Contractor Claims.** Contractor Claims are subject to the Public Contract Code §9204 non-binding dispute resolution procedures (“Section 9204 Procedures”) provided, however, that the Section 9204 Procedures are expressly subject to the Contractor’s prior full and timely compliance with requirements and procedures of the Contract Documents relating to submittal and resolution of Claims, change orders, disputes and other matters in controversy under the Contract Documents. By this reference, the Section 9204 Procedures are incorporated herein.

**15.2.2 Contractor Claims.** Contractor Claims are subject to the Public Contract Code §9204 non-binding dispute resolution procedures (“Section 9204 Procedures”) provided, however, that the Section 9204 Procedures are expressly subject to the Contractor’s prior full and timely compliance with requirements and procedures of the Contract Documents relating to submittal and resolution of Claims, change orders, disputes and other matters in controversy under the Contract Documents. By this reference, the Section 9204 Procedures are incorporated herein.

**15.2.3 Disputed Claims.** Claims not resolved by the Section 9204 Procedures (“Disputed Claims”) are subject to the dispute resolution procedures of Public Contract Code §20104.4 (Section 20104.4 Dispute Resolution Procedures) or binding arbitration, as applicable.

**15.3 Government Code Claim Requirements.** Disputed Claims and other matters in controversy asserted by the Contractor against the District are a “suit for money or damages” and subject to Government Code §§945.4, 945.6 and 946 (“Government Code Claims Process”). An express condition precedent to the Contractor’s initiation of Section 20104.4 Dispute Resolution Procedures or binding arbitration proceedings is the Contractor’s compliance with the Government Code Claims Process.

**15.4 Section 20104.4 Dispute Resolution Procedures; Disputed Claims Less Than \$375,000.** Disputed Claims of \$375,000 or less shall be resolved in accordance with the civil action procedures established in Public Contract Code §20104.4. Mediation conducted pursuant to Section 9204 Procedures shall excuse any further obligation under Section 20104.4 to mediate after litigation has been commenced.

**15.5 Limitation on Special/Consequential Damages.** In the event of the District’s breach or default of its obligations under the Contract Documents, the damages, if any, recoverable by the Contractor are limited to general damages directly caused by the breach or default and shall exclude any and all special or consequential damages, if any. The Contractor expressly waives and relinquishes any recovery of special or consequential damages from the District.

**15.6 Binding Arbitration; Disputed Claims Exceeding \$375,000.** Disputed Claims exceeding \$375,000 shall be resolved by binding arbitration conducted under the auspices of JAMS and its Construction Industry Arbitration Rules in effect at the time that a Demand for Arbitration is filed except as modified herein. The award rendered by the Arbitrator(s) (“Arbitration Award”) shall be final and binding upon the District and the Contractor only if it is supported by law and substantial evidence pursuant to California Code of Civil Procedure §1296. An Arbitration Award that does not include findings of fact and conclusions of law in conformity with California Code of Civil Procedure §1296 is invalid and unenforceable. The District and Contractor hereby expressly agree that the Court shall, subject to California Code of Civil Procedure §§1286.4 and 1296, vacate the Arbitration Award if, after review of the Arbitration Award, the Court determines either

that the Arbitration Award is not supported by substantial evidence or that it is based on an error of law.

**16. Miscellaneous.**

- 16.1 Governing Law; Interpretation.** This Contract shall be governed by the laws of the State of California. This Contract shall be interpreted as a whole and not in favor of the District or the Contractor.
- 16.2 Non-Discrimination.** The Contractor and its Subcontractors shall not discriminate against any active or prospective employee based upon race, color, ancestry, national origin, religion, sex, age, sexual preference or marital status. The Contractor and its Subcontractors shall comply with all applicable laws, ordinances, rules and regulations prohibiting workplace discrimination and/or discriminatory employment practices.
- 16.3 Successors.** This Contract shall be binding upon and inure to the benefit of the respective successors-in-interest of the District and the Contractor. The foregoing notwithstanding, the Contractor shall not assign this Contract, any right or obligation hereunder or any portion thereof.
- 16.4 Permits; Approvals.** Unless otherwise expressly provided in the Contract Documents, the District shall obtain and pay for all fees, permits or approvals necessary for construction of the Work.
- 16.5 Days.** Unless otherwise stated in the Contract Documents, all references to “days” shall be deemed references to calendar days.
- 16.6 Severability.** If any term, condition or provision of this Contract is deemed invalid, illegal or unenforceable by a Court of competent jurisdiction, such term, condition or provision shall be deemed severed herefrom, but all other terms, conditions and provisions hereof shall remain unaffected and in full force and effect.
- 16.7 Entire Agreement.** This Contract and the Contract Documents constitute the entire agreement and understanding of the District and the Contractor concerning the subject matter hereof.

**CHANGE ORDER  
(ATTACHMENT A TO CONTRACT)**

Project:		Change Order #:	
Date:		Contract #:	
Contractor:			

Pursuant to Paragraph 4.1 of the Contract, this Change Order Form shall be used for all Change Orders associated with the Work. No additions or deletions to this form shall be allowed, except with permission of the District.

You are hereby directed to provide the extra work necessary to comply with this Change Order.

**DESCRIPTION OF CHANGE:**

Contractor accepts the terms and conditions stated as full and final settlement of any and all claims arising from this Change Order. Contractor agrees to perform the above described work in accordance with the above terms and in compliance with applicable sections of the Contract Documents. The foregoing adjustment of the Contract Price and the Contract Time for the changes noted in this Change Order (the "Changes") represents the full and complete adjustment of the Contract Time and the Contract Price due the Contractor for providing and completing such Changes, including without limitation: (i) all costs (whether direct or indirect) for labor, equipment, materials, tools, supplies and/or services; (ii) all general and administrative overhead costs (including without limitation, home office, field office and Site general conditions costs) and profit; and (iii) all impacts, delays, disruptions, interferences, or hindrances in providing and completing the Changes. Contractor waives all rights, including without limitation those arising under Civil Code Section 1542, for any other adjustment of the Contract Price or the Contract Time on account of this Change Order or the performance and completion of the Changes. This Change Order is hereby agreed to, accepted and approved, all in accordance with the Contract Documents.

**NOT VALID UNTIL SIGNED BY THE OWNER, ARCHITECT, AND CONTRACTOR**

The original Contract Price was ..... \$ \_\_\_\_\_

Net change by previously authorized Change Orders ..... \$ \_\_\_\_\_

The Contract Price prior to this Change Order was. . . . . \$ \_\_\_\_\_

The Contract Price will be changed by this Change Order in the amount of. . . . . \$ \_\_\_\_\_

The new Adjusted Contract Price including this Change Order will be. . . . . \$ \_\_\_\_\_

The Contract Time will be (increased) (decreased) (unchanged) by. . . . . ( \_\_\_\_\_ ) Days

The date of Substantial Completion as of the date of this Change Order therefore is: . . . \_\_\_\_/\_\_\_\_/\_\_\_\_

ARCHITECT  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

CONTRACTOR  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

OWNER/DISTRICT  
Antelope Valley Community College District  
3041 West Ave K  
Lancaster, California 93536-5426

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

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

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

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

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

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

**ASBESTOS AND OTHER HAZARDOUS MATERIALS CERTIFICATION  
(ATTACHMENT B TO CONTRACT)**

This Asbestos and Other Hazardous Materials Certification form is part of the Contract made by and between Antelope Valley Community College District and \_\_\_\_\_ (“Contractor”) for the work of improvement commonly referred to as **CAMPUS PARKING LOT MAINTENANCE** (hereinafter referred to as the “Project”).

To the best of my knowledge, information and belief, in completing the Work of the Project, no materials, equipment or other items furnished, installed or incorporated into the Project contains, or in itself be composed of, any asbestos, polychlorinated biphenyl (PCB), any material listed by the federal or state EPA or federal or state health agencies as a hazardous material, or defined as being hazardous under federal or state laws, rules or regulations.

The undersigned is duly authorized to complete, execute and submit this Asbestos and Other Hazardous Materials Certification on behalf of the Contractor. The undersigned has personal knowledge of the substantive representations set forth hereinabove or has made appropriate diligent inquiry to ascertain that the substantive representations set forth hereinabove are complete, true and accurate and do not omit material facts rendering such representations to be false or misleading.

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

Executed on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ at \_\_\_\_\_.

By: \_\_\_\_\_  
Signature  
  
\_\_\_\_\_  
Print Name  
  
\_\_\_\_\_  
Title

**BID BOND**

KNOW ALL MEN BY THESE PRESENTS that we, \_\_\_\_\_, as Surety and \_\_\_\_\_, as Principal, are jointly and severally, along with their respective heirs, executors, administrators, successors and assigns, held and firmly bound unto **ANTELOPE VALLEY COMMUNITY COLLEGE DISTRICT** (“the Obligee”) for payment of the penal sum hereof in lawful money of the United States, as more particularly set forth herein.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT:

WHEREAS, the Principal has submitted the accompanying Bid Proposal to the Obligee for the Work commonly described as **CAMPUS PARKING LOT MAINTENANCE**.

WHEREAS, subject to the terms of this Bond, the Surety and the Principal are jointly and severally firmly bound unto the Obligee in the penal sum equal to Ten Percent (10%) of the maximum amount of the Bid Proposal submitted by the Principal to the Obligee, inclusive of amounts proposed for additive Alternate Bid Items, if any.

NOW THEREFORE, if the Principal shall not withdraw said Bid Proposal within the period specified therein after the opening of the same, or, if no period be specified, for sixty (60) days after opening of said Bid Proposal; and if the Principal is awarded the Contract, and shall within the period specified therefore, or if no period be specified, within five (5) days after the prescribed forms are presented to him for signature, enter into a written contract with the Obligee, in accordance with the Bid Proposal as accepted and give such bond(s) with good and sufficient surety or sureties, as may be required, for the faithful performance and proper fulfillment of such Contract and for the payment for labor and materials used for the performance of the Contract, or in the event of the withdrawal of said Bid Proposal within the period specified for the holding open of the Bid Proposal or the failure of the Principal to enter into such Contract and give such bonds within the time specified, if the Principal shall pay the Obligee the difference between the amount specified in said Bid Proposal and the amount for which the Obligee may procure the required Work and/or supplies, if the latter amount be in excess of the former, together with all costs incurred by the Obligee in again calling for bids, then the above obligation shall be void and of no effect, otherwise to remain in full 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, the Work to be performed there under, the Drawings or the Specifications accompanying the same, or any other portion of the Contract Documents shall in no way affect its obligations 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, the Call for Bids, the Work, the Drawings or the Specifications, or any other portion of the Contract Documents.

In the event suit or other proceeding is brought upon this Bond by the Obligee, the Surety and Principal shall be jointly and severally liable for payment to the Obligee all costs, expenses and fees

**[CONTINUED NEXT PAGE]**

incurred by the Obligee in connection therewith, including without limitation, attorneys fees.

IN WITNESS WHEREOF, the Principal and Surety have executed this instrument this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by their duly authorized agents or representatives.

\_\_\_\_\_  
**(Bidder/Principal Name)**

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

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

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

**(Attach Notary Public Acknowledgement of Principal's Signature)**

\_\_\_\_\_  
**(Surety Name)**

By: \_\_\_\_\_  
(Signature of Attorney-In-Fact for Surety)

\_\_\_\_\_  
(Typed or Printed Name of Attorney-In-Fact)

**(Attach: (i) Attorney-In-Fact Certification; (ii) Notary Public Acknowledgment of Authorizing Signature on Attorney-Fact Certification; and (iii) Notary Public Acknowledgement of Attorney-In-Fact's Signature.)**

**Contact name, address, telephone number and email address for notices to the Surety**

\_\_\_\_\_  
(Contact Name)

\_\_\_\_\_  
(Street Address)

\_\_\_\_\_  
(City, State & Zip Code)

(\_\_\_\_\_) \_\_\_\_\_ (\_\_\_\_\_) \_\_\_\_\_  
Telephone Fax

\_\_\_\_\_  
(Email address)

**PERFORMANCE BOND**

KNOW ALL MEN BY THESE PRESENTS that we, \_\_\_\_\_, as Surety and \_\_\_\_\_, as Principal, are jointly and severally, along with their respective heirs, executors, administrators, successors and assigns, held and firmly bound unto **ANTELOPE VALLEY COMMUNITY COLLEGE DISTRICT** (“the Obligee”) for payment of the penal sum of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_) 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.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT:

WHEREAS, the Obligee, has awarded to the Principal a Contract for the Work described as **CAMPUS PARKING LOT MAINTENANCE**.

WHEREAS, the Principal, has entered into an agreement with the Obligee for performance of the Work; the Agreement and all other Contract Documents set forth therein are incorporated herein and made a part hereof by this reference.

WHEREAS, by the terms of the Contract Documents, the Principal is required to furnish a bond ensuring the Principal’s prompt, full and faithful performance of the Work of the Contract Documents.

NOW THEREFORE, if the Principal promptly, fully and faithfully performs each and all of the obligations and things to be done and performed by the Principal in strict accordance with the terms of the Contract Documents as they may be modified or amended from time to time; and if the Principal indemnifies and saves harmless the Obligee and all of its officers, agents and employees from any and all losses, liability and damages, claims, judgments, liens, costs, and fees of every description, which may be incurred by the Obligee by reason of the failure or default on the part of the Principal in the performance of any or all of the terms or the obligations of the Contract Documents, including all modifications, and amendments, thereto, and any warranties or guarantees required thereunder; then this obligation shall be void; otherwise, it shall be, and remain, in full force and effect.

The Surety, for value received, hereby stipulates and agrees that no change, adjustment of the Contract Time, adjustment of the Contract Price, alterations, deletions, additions, or any other modifications to the terms of the Contract Documents, the Work to be performed thereunder, or to the Specifications or the Drawings shall limit, restrict or otherwise impair Surety’s obligations or Obligee’s rights hereunder. The Surety hereby waives notice from the Obligee of any such changes, adjustments of Contract Time, adjustments of Contract Price, alterations, deletions, additions or other modifications to the Contract Documents, the Work to be performed under the Contract Documents, or the Drawings or the Specifications.

If the Obligee terminates the Contract due to the Principal’s breach or default of the Principal’s obligations thereunder, within twenty (20) days after written notice from the Obligee to the Surety of the Principal’s breach or default of the Contract Documents and Obligee’s termination of the Contract, the Surety shall notify Obligee in writing of Surety’s assumption of obligations hereunder by its election to either remedy the default or breach of the Principal or to take charge of the Work of the Contract Documents and complete the Work at its own expense (“the Notice of Election”); provided, however, that the procedure by which the Surety undertakes to discharge its obligations under this Bond shall be subject to the advance written approval of the Obligee, which approval shall not be unreasonably withheld, limited or restricted. The insolvency of the Principal or the Principal’s denial of a failure of performance or default under the Contract Documents shall not by itself, without the Surety’s prompt, diligent inquiry and investigation of such denial, be justification for Surety’s failure to give the Notice of

Election or for its failure to promptly remedy the failure of performance or default of the Principal or to complete the Work.

If the Surety fails to issue its Notice of Election to Oblige within the time provided for hereinabove, the Oblige may thereafter cause the cure or remedy of the Principal's failure of performance or default or to complete the Work. The Principal and the Surety shall be jointly and severally liable to the Oblige for all damages and costs sustained by the Oblige as a result of the Principal's failure of performance under the Contract Documents or default in its performance of obligations thereunder, including without limitation the costs of cure or completion of the Work exceeding the then remaining balance of the Contract Price; provided that the Surety's liability hereunder for the costs of performance, damages and other costs sustained by the Oblige upon the Principal's failure of performance or default under the Contract Documents shall be limited to the penal sum hereof, which shall be deemed to include the costs or value of any Changes to the Work which increases the Contract Price. If suit or other proceeding is brought upon this Bond by the Oblige, the Surety and Principal shall be jointly and severally liable for payment to the Oblige of all costs, expenses and fees incurred by the Oblige therewith, including without limitation, attorneys' fees.

IN WITNESS WHEREOF, the Principal and Surety have executed this instrument this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by their duly authorized agent or representative

\_\_\_\_\_  
**(Contractor-Principal Name)**

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

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

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

**(Attach Notary Public Acknowledgement of Principal's Signature)**

**Contact name, address, telephone number and email address for notices to the Surety**

\_\_\_\_\_  
 (Contact Name)

\_\_\_\_\_  
 (Street Address)

\_\_\_\_\_  
 (City, State & Zip Code)

(\_\_\_\_\_) \_\_\_\_\_ (\_\_\_\_\_) \_\_\_\_\_  
 Telephone Fax

\_\_\_\_\_  
 (Email address)

\_\_\_\_\_  
**(Surety Name)**

By: \_\_\_\_\_  
 (Signature of Attorney-In-Fact for Surety)

\_\_\_\_\_  
 (Typed or Printed Name of Attorney-In-Fact)

**(Attach: (i) Attorney-In-Fact Certification; (ii) Notary Public Acknowledgment of Authorizing Signature on Attorney-Fact Certification; and (iii) Notary Public Acknowledgement of Attorney-In-Fact's Signature.)**



**LABOR AND MATERIAL PAYMENT BOND**

KNOW ALL MEN BY THESE PRESENTS that we, \_\_\_\_\_, as Surety and \_\_\_\_\_, as Principal, are jointly and severally, along with their respective heirs, executors, administrators, successors and assigns, held and firmly bound unto **ANTELOPE COMMUNITY COLLEGE DISTRICT** (“the Obligee”) for payment of the penal sum of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_) 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.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT:

WHEREAS, the Obligee, has awarded to the Principal a Contract for the Work described as **CAMPUS PARKING LOT MAINTENANCE**.

WHEREAS, the Principal, has entered into an Agreement with the Obligee for performance of the Work, the Agreement and all other Contract Documents set forth therein are incorporated herein by this reference and made a part hereof.

WHEREAS, by the terms of the Contract Documents, the Principal is required to furnish a bond for the prompt, full and faithful payment to any Claimant, as hereinafter defined, for all labor materials or services used, or reasonably required for use, in the performance of the Work.

NOW THEREFORE, if the Principal shall promptly, fully and faithfully make payment: (i) to any Claimant for all labor, materials or services used or reasonably required for use in the performance of the Work; (ii) of amounts due under the Unemployment Insurance Code for work or labor performed under the Contract; and (iii) of amounts required to be deducted, withheld and paid to the Employment Development Department from wages of the employees of the Principal and its Subcontractors under Section 13020 of the Unemployment Insurance Code with respect to work and labor under the Contract then this obligation shall be void; otherwise, it shall be, and remain, in full force and effect.

The term “Claimant” shall refer to any person, corporation, partnership, proprietorship or other entity including without limitation, all persons and entities described in California Civil Code §9100, providing or furnishing labor, materials or services used or reasonably required for use in the performance of the Work under the Contract Documents, without regard for whether such labor, materials or services were sold, leased or rented. This Bond shall inure to the benefit of all Claimants so as to give them, or their assigns and successors, a right of action upon this Bond.

In the event that suit is brought on this Bond by any Claimant for amounts due such Claimant for labor, materials or services provided or furnished by such Claimant, the Surety shall pay for the same and reasonable attorneys’ fees pursuant to California Civil Code §9554.

The Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, deletion, addition, or any other modification to the terms of the Contract Documents, the Work to be performed thereunder, the Specifications or the Drawings, or any other portion of the Contract Documents, shall in any way limit, restrict or otherwise affect its obligations under this Bond; the Surety hereby waives notice from the Obligee of any such change, extension of time, alteration, deletion, addition or other modification to the Contract Documents, the Work to be performed under the Contract Documents, the Drawings or the Specifications of any other portion of the Contract Documents.

IN WITNESS WHEREOF, the Principal and Surety have executed this instrument this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ by their duly authorized agent or representative.

\_\_\_\_\_  
**(Contractor-Principal Name)**

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

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

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

**(Attach Notary Public Acknowledgement of Principal's Signature)**

\_\_\_\_\_  
**(Surety Name)**

By: \_\_\_\_\_  
(Signature of Attorney-In-Fact for Surety)

\_\_\_\_\_  
(Typed or Printed Name of Attorney-In-Fact)

**(Attach: (i) Attorney-In-Fact Certification; (ii) Notary Public Acknowledgment of Authorizing Signature on Attorney-Fact Certification; and (iii) Notary Public Acknowledgement of Attorney-In-Fact's Signature)**

**Contact name, address, telephone number and email address for notices to the Surety**

\_\_\_\_\_  
(Contact Name)

\_\_\_\_\_  
(Street Address)

\_\_\_\_\_  
(City, State & Zip Code)

(\_\_\_\_\_) \_\_\_\_\_ (\_\_\_\_\_) \_\_\_\_\_  
Telephone Fax

\_\_\_\_\_  
(Email address)

**VERIFICATION OF CERTIFIED PAYROLL RECORDS SUBMITTAL  
TO LABOR COMMISSIONER**

I am the \_\_\_\_\_ for \_\_\_\_\_ in  
(Superintendent/Project Manager) (Contractor)  
connection with \_\_\_\_\_.  
(Project Name)

1. This Verification is submitted concurrently with the Contractor's submittal of a request for payment of the Contract Price ("Pay Application") for Work completed between \_\_\_\_\_, 20\_\_ and \_\_\_\_\_, 20\_\_.
2. The Contractor has submitted Certified Payroll Records ("CPR") to the Labor Commissioner for all employees of the Contractor engaged in performance of Work subject to prevailing wage rate requirements for the period of time covered by the Pay Application.
3. All Subcontractors who are entitled to any portion of payment to be disbursed pursuant to the Pay Application have submitted their CPRs to the Labor Commissioner for all of their employees performing Work subject to prevailing wage rate requirements for the period of time covered by the Pay Application.
4. I have reviewed the Contractor's CPRs submitted to the Labor Commissioner. The CPRs submitted to the Labor Commissioner by the Contractor are complete and accurate for the period of time covered by the Pay Application.
5. I have reviewed the Subcontractors' CPRs submitted to the Labor Commissioner. The CPRs submitted to the Labor Commissioner by the Subcontractors are complete and accurate for the period of time covered by the Pay Application.

I declare under penalty of perjury under California law that the foregoing is true and correct. This Verification is executed on \_\_\_\_\_, 20\_\_ at \_\_\_\_\_.  
(City and State)

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

**CONTRACTOR CERTIFICATION OF SUBCONTRACTOR CLAIM**

**TO: ANTELOPE VALLEY COMMUNITY COLLEGE DISTRICT (“DISTRICT”)**

**RE: CAMPUS PARKING LOT MAINTENANCE (Project)**  
Subcontractor Claim

This Contractor Certification of Subcontractor Claim is submitted by the Contractor on behalf of the Subcontractor identified below and in connection with the above-identified Project.

1. I am the \_\_\_\_\_ of the Contractor in connection with the above-described Project.
2. \_\_\_\_\_ is a Subcontractor to the Contractor for the above-identified Project.
3. The Subcontractor has submitted the accompanying Subcontractor Claim to the Contractor for presentation to the District pursuant to Public Contract Code §9204.
4. I have personally reviewed the entirety of the Subcontractor Claim and all substantiating documentation in support of the Subcontractor Claim.
5. The Subcontractor Claim is made by the Subcontractor in good faith.
6. The Subcontractor Claim is supported by reasonable documentation establishing entitlement to the relief requested and District liability therefor.
7. The Subcontractor Claim does not incorporate any request constituting a False Claim under applicable law, including the California False Claim Act (Government Code §12650 et. seq.).
8. I am authorized: (i) to execute this Certification on behalf of the Contractor; and (ii) to submit this Certification and the accompanying Subcontractor Claim to the District.
9. I have personal first-hand knowledge of all of the foregoing.

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

Executed at \_\_\_\_\_, California, on \_\_\_\_\_, 20\_\_\_\_.

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

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

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

**CONDITIONAL WAIVER AND RELEASE ON PROGRESS PAYMENT**

**NOTICE: THIS DOCUMENT WAIVES THE CLAIMANT’S LIEN, STOP PAYMENT NOTICE, AND PAYMENT BOND RIGHTS EFFECTIVE ON RECEIPT OF PAYMENT. A PERSON SHOULD NOT RELY ON THIS DOCUMENT UNLESS SATISFIED THAT THE CLAIMANT HAS RECEIVED PAYMENT.**

**Identifying Information**

Name of Claimant: \_\_\_\_\_  
Name of Customer: \_\_\_\_\_  
Job Location: \_\_\_\_\_  
Owner: \_\_\_\_\_  
Through Date: \_\_\_\_\_

**Conditional Waiver and Release**

This document waives and releases lien, stop payment notice, and payment bond rights the claimant has for labor and service provided, and equipment and material delivered, to the customer on this job through the Through Date of this document. Rights based upon labor or service provided, or equipment or material delivered, pursuant to a written change order that has been fully executed by the parties prior to the date that this document is signed by the claimant, are waived and released by this document, unless listed as an Exception below. This document is effective only on the claimant’s receipt of payment from the financial institution on which the following check is drawn:

Maker of Check: \_\_\_\_\_  
Amount of Check: \$ \_\_\_\_\_  
Check Payable to: \_\_\_\_\_

**Exceptions**

This document does not affect any of the following:

- (1) Retentions.
- (2) Extras for which the claimant has not received payment.
- (3) The following progress payments for which the claimant has previously given a conditional waiver and release but has not received payment: \_\_\_\_\_  
Date(s) of waiver and release: \_\_\_\_\_  
Amount(s) of unpaid progress payment(s): \$ \_\_\_\_\_
- (4) Contract rights, including (A) a right based on rescission, abandonment, or breach of contract, and (B) the right to recover compensation for work not compensated by the payment.

**Signature**

Claimant’s Signature: \_\_\_\_\_  
Claimant’s Title: \_\_\_\_\_  
Date of Signature: \_\_\_\_\_

**UNCONDITIONAL WAIVER AND RELEASE ON PROGRESS PAYMENT**

**NOTICE TO CLAIMANT: THIS DOCUMENT WAIVES AND RELEASES LIEN, STOP PAYMENT NOTICE, AND PAYMENT BOND RIGHTS UNCONDITIONALLY AND STATES THAT YOU HAVE BEEN PAID FOR GIVING UP THOSE RIGHTS. THIS DOCUMENT IS ENFORCEABLE AGAINST YOU IF YOU SIGN IT, EVEN IF YOU HAVE NOT BEEN PAID. IF YOU HAVE NOT BEEN PAID, USE A CONDITIONAL WAIVER AND RELEASE FORM.**

**Identifying Information**

Name of Claimant: \_\_\_\_\_  
Name of Customer: \_\_\_\_\_  
Job \_\_\_\_\_  
Location: \_\_\_\_\_  
Owner: \_\_\_\_\_  
Through Date: \_\_\_\_\_

**Unconditional Waiver and Release**

This document waives and releases lien, stop payment notice, and payment bond rights the claimant has for labor and service provided, and equipment and material delivered, to the customer on this job through the Through Date of this document. Rights based upon labor or service provided, or equipment or material delivered, pursuant to a written change order that has been fully executed by the parties prior to the date that this document is signed by the claimant, are waived and released by this document, unless listed as an Exception below. The claimant has received the following progress payment:  
\$ \_\_\_\_\_

**Exceptions**

This document does not affect any of the following:

- (1) Retentions.
- (2) Extras for which the claimant has not received payment.
- (3) Contract rights, including (A) a right based on rescission, abandonment, or breach of contract, and (B) the right to recover compensation for work not compensated by the payment.

**Signature**

Claimant's Signature: \_\_\_\_\_  
Claimant's Title: \_\_\_\_\_  
Date of Signature: \_\_\_\_\_

**CONDITIONAL WAIVER AND RELEASE ON FINAL PAYMENT**

**NOTICE: THIS DOCUMENT WAIVES THE CLAIMANT’S LIEN, STOP PAYMENT NOTICE, AND PAYMENT BOND RIGHTS EFFECTIVE ON RECEIPT OF PAYMENT. A PERSON SHOULD NOT RELY ON THIS DOCUMENT UNLESS SATISFIED THAT THE CLAIMANT HAS RECEIVED PAYMENT.**

**Identifying Information**

Name of Claimant: \_\_\_\_\_  
Name of Customer: \_\_\_\_\_  
Job Location: \_\_\_\_\_  
Owner: \_\_\_\_\_

**Conditional Waiver and Release**

This document waives and releases lien, stop payment notice, and payment bond rights the claimant has for labor and service provided, and equipment and material delivered, to the customer on this job. Rights based upon labor or service provided, or equipment or material delivered, pursuant to a written change order that has been fully executed by the parties prior to the date that this document is signed by the claimant, are waived and released by this document, unless listed as an Exception below. This document is effective only on the claimant’s receipt of payment from the financial institution on which the following check is drawn:

Maker of Check: \_\_\_\_\_  
Amount of Check: \$ \_\_\_\_\_  
Check Payable to: \_\_\_\_\_

**Exceptions**

This document does not affect any of the following:  
Disputed claims for extras in the amount of: \$ \_\_\_\_\_

**Signature**

Claimant’s Signature: \_\_\_\_\_  
Claimant’s Title: \_\_\_\_\_  
Date of Signature: \_\_\_\_\_

**UNCONDITIONAL WAIVER AND RELEASE ON FINAL PAYMENT**

**NOTICE TO CLAIMANT: THIS DOCUMENT WAIVES AND RELEASES LIEN, STOP PAYMENT NOTICE, AND PAYMENT BOND RIGHTS UNCONDITIONALLY AND STATES THAT YOU HAVE BEEN PAID FOR GIVING UP THOSE RIGHTS. THIS DOCUMENT IS ENFORCEABLE AGAINST YOU IF YOU SIGN IT, EVEN IF YOU HAVE NOT BEEN PAID. IF YOU HAVE NOT BEEN PAID, USE A CONDITIONAL WAIVER AND RELEASE FORM.**

**Identifying Information**

Name of Claimant: \_\_\_\_\_  
Name of Customer: \_\_\_\_\_  
Job Location: \_\_\_\_\_  
Owner: \_\_\_\_\_

**Unconditional Waiver and Release**

This document waives and releases lien, stop payment notice, and payment bond rights the claimant has for all labor and service provided, and equipment and material delivered, to the customer on this job. Rights based upon labor or service provided, or equipment or material delivered, pursuant to a written change order that has been fully executed by the parties prior to the date that this document is signed by the claimant, are waived and released by this document, unless listed as an Exception below. The claimant has been paid in full.

**Exceptions**

This document does not affect the following:  
Disputed claims for extras in the amount of: \$ \_\_\_\_\_

**Signature**

Claimant's Signature: \_\_\_\_\_  
Claimant's  
Title: \_\_\_\_\_  
Date of Signature: \_\_\_\_\_