



TEMPORARY CONSTRUCTION SERVICES
RFB NO. AVC2017/2018-15
Antelope Valley College District
Business Services - Purchasing and Contract Services
3041 W. Avenue K | Lancaster, CA 93536-5426
661-722-6310 | purchasing@avc.edu

REQUEST FOR RFB
FOR
TEMPORARY CONSTRUCTION SERVICES
RFB No. AVC2017/2018-15

Notice is hereby given that Antelope Valley Community College District, acting by and through its Governing Board, hereinafter referred to as the District, will receive up to but no later than **11:00 a.m. (PST) on May 22, 2018** sealed submittals for **RFB #AVC2017/2018-15**. Such submittals must be submitted in the format specified in the RFB, and received by the Purchasing Department, 3041 West Avenue K, Adm. Bldg., Room #154, Lancaster, CA 93536-5426. All documents and any addenda or notices related to this solicitation will be posted by the District on the Purchasing website at: <https://www.avc.edu/administration/busserv/RFBbiddocs>.

VOLUNTARY JOB WALK scheduled on May 9, 2018, 9:00 a.m. (PST) at the following location: Antelope Valley Community College District, Lancaster Campus, 3041 W. Avenue K, Facilities Services Building, FS102, Lancaster, California 93536. Please send RSVP to purchasing@avc.edu.

Each submittal must conform and be responsive to this invitation. The District reserves the right to reject any and all Bids, or parts of any Bid, and to waive any irregularities or informalities in any Bid. All inquiries must be submitted in writing by the date and time noted under Project Specific Dates to the Purchasing and Contracts Services Department at purchasing@avc.edu.

ANTELOPE VALLEY COMMUNITY COLLEGE DISTRICT

Purchasing and Contract Services

Publication Dates:

1st: April 27, 2018

2nd: May 4, 2018

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NOTICE TO BIDDERS

NOTICE IS HEREBY GIVEN that the governing Board ("Board") of the Antelope Valley Community College District ("District") is presently accepting Bids for the following project ("Project"):

Temporary Construction Services RFB # AVC2017/2018-15

Sealed Bids must be received by, but **no later than 11:00 A.M. (PST), May 22, 2018**. Any changes to this RFB are invalid unless specifically modified by the District and issued as a separate addendum document. Should there be any questions as to changes to the content of this document, the District's copy shall prevail.

This RFB may be obtained from the District by contacting the District's Purchasing and Contract Services whose contact information is noted herein. The RFB is also available online at <https://www.avc.edu/administration/busserv/RFBbiddocs>. In the event this RFB is obtained through any means other than the District's distribution, the District will not be responsible for the completeness, accuracy, or timeliness of the final RFB document.

Bidders Submittal of Bid. To facilitate the evaluation process, **one (1) complete electronic version on a flash drive, (1) original AND (3) additional copies of the Bid shall be provided**. All materials submitted in response to this RFB shall be on 8 ½" x 11" paper, in portrait orientation, 11 or 12 point Arial, Calibri or Times New Roman font with 1" page margins on all sides. All submitted materials must be bound in either a three-ring binder or spiral bound notebook. Tabbed dividers should be used to identify and separate discrete sections of the RFB materials which correspond format and contents. Mistakes may be crossed out and corrections made adjacent, however, each correction must be initialed by the person signing the Bid.

Delivered Bid shall be enclosed and sealed in an envelope or container bearing the title of the project, the project's number and the name of the Bidder, and delivered in one of the following methods:

| | |
|---|---|
| <p><u>Hand-delivered to:</u></p> <p>Antelope Valley Community College District Attention: Purchasing & Contract Services Department 3041 West Avenue K, Adm. Building Room 154 Lancaster, CA 93536-5426</p> | <p><u>U.S. Postal Service, UPS, FedEx, or other common carrier delivered to:</u></p> <p>Antelope Valley Community College District Attention: Purchasing & Contract Services Department 3041 West Avenue K, Adm. Building Room 154 Lancaster, CA 93536-5426</p> |
|---|---|

EMAIL OR FAXED BIDS WILL NOT BE ACCEPTED.

Opening of Bids. Sealed Bids will be opened publicly and name of Bidders will be read aloud at the time, date and location noted in the timeline under Project Specific Dates.

It is the responsibility of the Bidder to verify that its Bid has been received by the District prior to the opening date. Verification of receipt can be made by emailing purchasing@avc.edu.



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BIDS DELIVERED OTHER THAN THE ABOVE STATED ADDRESSES, OR RECEIVED AFTER THE SCHEDULED SUBMITTAL DEADLINE, WILL BE REJECTED AND RETURNED UNOPENED TO THE BIDDER. It is the Bidder's sole responsibility to ensure that its Bid, inclusive of any or all addendums, is received to the proper place at the proper time. Postmarks will not validate Bids which arrive after the deadline date/time listed. Any Bid received after the scheduled closing time for receipt of same will be returned to the Bidder unopened. Bid may be withdrawn by submitting a written request. Such written request must be delivered to the place stipulated in the RFB prior to the scheduled closing time for receipt of Bid. The award shall be subject to final contract documents and scope of work between the District and selected Bidder.

Bidders shall be bound to the pricing terms contained within their submitted Bid, which shall remain in effect as stated until at least six (6) months after the due date for Bid. Bid shall be signed by an authorized individual or officer submitting the Bid. If the Bidder is a corporation or limited liability company, the Bid shall be executed by either the chairman of the board, president, or vice president, the secretary, or the chief financial officer.

Job-Walk. A job walk is scheduled to begin at 9:00 a.m. (PST) on May 9, 2018. Bidders are to meet at Antelope Valley Community College District, Lancaster Campus, 3041 W. Avenue K, Facilities Services Building, FS102, Lancaster, California 93536. **THIS MEETING IS VOLUNTARY.** Please RSVP at: purchasing@avc.edu. Following the job-walk, all further questions are to be made in accordance with the Notice to Bidders and Instruction to Bidders.

END OF SECTION

INTRODUCTION AND GENERAL OVERVIEW

Antelope Valley Community College District (the “District”) is within the California Community College system in Los Angeles County. From its humble beginnings in a classroom at Antelope Valley Joint Union High School in 1929 with an enrollment of 20 students, the District has grown to a campus of over 135 acres with 890 employees and an enrollment of over 14,000 students per semester. Throughout its 85 years, the college has gained a national reputation for its service to the community and industry. In addition to traditional classes, the District’s Lancaster campus is home to the award winning early college SOAR High School and a state-funded laboratory preschool. The campus also hosts upper division and graduate-level programs offered by California State University Bakersfield with its own satellite campus. In March 2015, the District was approved as one of only 15 community colleges in the state to begin offering a bachelor degree. The District’s Airframe Manufacturing Technology program is designed to meet the needs of the local aerospace industry for aircraft manufacturing leads. The program's curriculum will address airframe manufacturing, aircraft fabrication (structures and composites), electronics, and welding. To learn more, please visit the District’s website at <http://www.avc.edu/>.

PURPOSE OF RFB

The District is currently in the planning stages for several construction projects. The first of which is scheduled to begin the summer of 2018, with projects extending through 2023. Each project will require temporary services for the duration of construction.

The services required include:

- Temporary fencing
- Temporary power
- Temporary toilets and lavatories
- Temporary construction trailers
- Temporary trash and waste removal

The selected Bidder shall enter into a contract effective July 1, 2018 through June 30, 2023. Thereafter, the parties may extend the term of the Agreement for four (4) successive one-year periods upon written agreement signed by both parties.

Project Specific Dates: The following table identifies the estimated dates/time frame for receipt, evaluation and award of this RFB. Please note the following key dates when preparing your responses:

| RFB ACTIVITY | DATE & TIME (PST)* |
|---|---|
| Bid Advertisement Dates | 1st: April 27, 2018 2nd: May 4, 2018 |
| <p style="text-align: center;">Voluntary Job Walk</p> <p>Antelope Valley Community College District, Lancaster Campus, 3041 W. Avenue K, Facilities Services Building, FS102, Lancaster, California 93536 RSVP to purchasing@avc.edu</p> | <p style="text-align: center;">May 9, 2018 at 9:00 a.m.</p> |

| | |
|--|---------------------------------------|
| Last Day for Bidders to submit questions | May 10, 2018 before 5:30 p.m. |
| Last day for District to Respond to questions | May 15, 2018 before 5:30 p.m. |
| DEADLINE FOR BID SUBMISSIONS | May 22, 2018 before 11:00 a.m. |
| Public Opening of Bid 3041 W. Avenue K, Adm. Room A140 Lancaster, CA 93536 | May 22, 2018 at 11:30 a.m. |
| Interviews (optional) | To be Determined |
| Anticipated Board Approval | June 11, 2018 |

**Dates may change with or without notice*

Cancellation of Solicitation: The District may cancel this solicitation at any time.

Contract Award: A Contract will be awarded for each Temporary Construction Service noted in the Scope of Work and Technical Specifications, to the lowest, responsive, responsible bidder by action of the governing Board. The District reserves the right to reject any or all bids, or to waive any irregularities or informalities in any bids or in the bidding. In the event an award is made to bidder, and such bidder fails or refuses to execute the Purchase Agreement and provide the required documents within five (5) calendar days after award of the Contract to bidder, the District may award the Contract to the next lowest responsible and responsive bidder or release all bidders.

Unbalanced or Altered Bids: Proposals in which the prices are obviously unbalanced, and those which are incomplete or show any alteration of form, or contain any additions or conditional or alternate bids that are not called for or otherwise permitted, may be rejected. A proposal on which the signature of the bidder has been omitted may be rejected. If, in the District's sole discretion, it determines any pricing, costs or other information submitted by a bidder may result in an unbalanced bid, the District may deem such bid non-responsive. A bid may be determined by the District to be unbalanced if the bid is based on prices significantly less than cost for some work and prices which are significantly overstated in relation to cost for other work, and if there is a reasonable doubt that the bid will result in the lowest overall cost to the District even though it may be the low evaluated bid, or if it is so unbalanced as to be tantamount to allowing an advanced payment.

Agreement: The form of Agreement, which the successful Bidder will be required to execute, is included in the RFB and should be carefully examined by Bidders. The Agreement will be executed in the following counterparts: the Agreement as shown in the sample herein; the RFB; the subsequent successful Bid as accepted by the District, including all modifications thereof and duly incorporated therein; and the Purchase Order. All of the above documents are intended to cooperate and be complementary so that any instructions or requirements called for in one and not mentioned in the other, or vice versa, are to be executed the same as if mentioned in all said documents. The intention of the documents is to include (not limited to): all labor, materials, equipment and transportation necessary for the proper delivery of all services called for in any contract which may arise as a result of this RFB. Should Bidder request edits to the Agreement for consideration, such requests must be clearly identified and noted on Exhibit F and submitted at the time of Bid. No additional terms and conditions will be



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accepted following receipt of Bid, and the District will consider such additional contractual terms and conditions as part of its evaluation process.

Conflict of Interest/Restrictions on Lobbying and Contacts: For the period beginning on the date of the issuance of this RFB and ending on the date of the award of the contracts, no person or entity submitting a response to this RFB, nor any officer, employee, representative, agent, or consultant representing such a person or entity, shall contact through any means or engage in any discussion regarding this RFB, the evaluation or selection process/or the award of the contracts with any member of the District's Governing Board, selection members, or with any employee of the District except for clarifications and questions as described herein. Any such contact shall be grounds for disqualification of the Bidder.

Limitations: The District reserves the right to contract with any Bidder responding to this RFB. The District makes no representation that participation in the RFB process will lead to an award of contract or any consideration whatsoever. The District reserves the right to amend this RFB and the RFB process and to discontinue or re-open the RFB process at any time.

Right to Negotiate and/or Reject Bid: Bidders understand that this RFB does not commit or obligate the District to accept any response submitted. The District reserves the right to accept or reject any or all of the responses, waive any irregularities, and to negotiate with selected Bidder(s) any price or provision, in part or in its entirety, whenever, in the sole opinion of the District, such action shall serve its best interests and those of the taxpaying public. The District further expressly reserves the right to postpone the Bid opening date for its own convenience. Bidders are encouraged to submit their best prices in their Bids, and the District intends to negotiate only with Bidders whose Bid most closely meets the District's requirements at the lowest estimated cost. The Contract, if any is awarded, will go to the Bidder whose Bid best meets the District's requirements and provides the greatest overall value to the District.

Preparation Expenses: The District shall in no event be responsible for the cost of preparing any Bid in response to this RFB. The sole responsibility for compliance with the requirements of this RFB lies with each Bidder submitting a response. Each Bidder is solely responsible for costs in preparing a response to this RFB and any and all other activities associated with same.

Confidential and Proprietary Information: All materials submitted relative to this RFB will be kept confidential until such time as an award is made or the RFB is cancelled. At such time, all materials submitted must be made available to the public. All information contained in Bid submitted may be subject to the California Public Records Act (*California Government Code Section 6250 et seq.*), and information's use and disclosure are governed by this Act. Any information deemed confidential or proprietary should be clearly identified by the Bidder as such. Such information may then be protected and treated with confidentiality to the extent permitted by state law.

Errors/Discrepancies/Clarification/Information of RFB: Any errors, discrepancies, clarification or questions regarding information contained in this RFB should be immediately directed and submitted in writing to the Purchasing and Contract Services Department at purchasing@avc.edu. Bidders are encouraged to submit their questions as soon as possible in order to give the District an opportunity to reply in a timely manner. Please see "Project Specific Dates" for specific deadline dates and times.

Bid Protest Procedure: Any bidder may file a bid protest. The protest shall be filed in writing with the District's Purchasing and Contract Services Director not more than two (2) business days after the date of the bid opening.

An e-mail address shall be provided and by filing the protest, protesting bidder consents to receipt of e-mail notices for purposes of the protest and protest related questions and protest appeal, if applicable. The protest shall specify the reasons and facts upon which the protest is based.

a. Resolution of Bid Controversy: Once the bid protest is received, the apparent lowest responsible bidder will be notified of the protest and the evidence presented. If appropriate, the apparent low bidder will be given an opportunity to rebut the evidence and present evidence that the apparent low bidder should be allowed to perform the Work. If deemed appropriate by the District, an informal hearing will be held. District will issue a written decision within five (5) business days of receipt of the protest, unless factors beyond the District's reasonable control prevent such resolution. The decision on the bid protest will be copied to all parties involved in the protest.

b. Appeal: If the protesting bidder or the apparent low bidder is not satisfied with the decision, the matter may be appealed to the District's Executive Director of Business Services, or their designee, within two (2) business days after receipt of the District's written decision on the bid protest. The appeal must be in writing and sent via overnight registered mail with all accompanying information relied upon for the appeal and an e-mail address from which questions and responses may be provided to:

Antelope Valley Community College District
Attn.: Diana Keelen, Executive Director of Business Services
3041 West Ave. K
Lancaster, CA 93536

c. Appeal Review: The Executive Director of Business Services or his or her designee shall review the decision on the bid protest from the Purchasing and Contract Services Director and issue a written response to the appeal, or if appropriate, appoint a Hearing Office to conduct a hearing and issue a written decision. The written decision of the Executive Director of Business Services or the Hearing Officer shall be rendered within five (5) business days and shall state the basis for the decision. The decision concerning the appeal will be final and not subject to any further appeals.

d. Reservation of Rights to Proceed with Project Pending Appeal. The District reserves the right to proceed to award the Project and commence the work/purchase pending an Appeal. If there is State Funding or a critical completion deadline, the District may choose to shorten the time limits set forth in this Section if written notice is provided to the protesting party. E-mailed notice with a written confirmation sent by First Class Mail shall be sufficient to constitute written notice. If there is no written response to a written notice shortening time, the District may proceed with the award.

e. Finality. Failure to comply with this Bid Protest Procedure shall constitute a waiver of the right to protest and shall constitute a failure to exhaust the protesting bidder's administrative remedies.

END OF SECTION

SCOPE OF WORK AND TECHNICAL SPECIFICATIONS

SUMMARY AND BACKGROUND

The District is currently in the planning stages for several construction projects. The first of which is scheduled to begin the summer of 2018, with projects extending through 2023. Each project will require temporary services for the duration of construction.

The services required include:

- Temporary Fencing
- Temporary Power
- Temporary Toilets and Lavatories
- Temporary Construction Trailers
- Temporary Trash and Waste Removal

Temporary Fencing and Temporary Power are subject to Prevailing Wage and our Districts Community Workforce Agreement. A copy of the CWA may be obtained through the following link:

[https://www.boarddocs.com/ca/avc/Board.nsf/files/AK8STV7447E8/\\$file/Antelope%20Valley%20College%202.17%20clean%20draft.pdf](https://www.boarddocs.com/ca/avc/Board.nsf/files/AK8STV7447E8/$file/Antelope%20Valley%20College%202.17%20clean%20draft.pdf)

Site maps, floor plans and diagrams are included as a separate document to the RFB.

PROJECT PURPOSE AND DESCRIPTION

The purpose is to attain the cost of temporary construction for the various projects that the District proposes to do over the next five (5) years. The Bid will be separated by service or material provided and by each project. There are over 15 projects being budgeted at this time. We will be taking Bids for all of them. When all the pricing is done, some of these projects may be revised, delayed or eliminated.

In addition to the construction sites, there will be three (3) construction management trailers and one (1) meeting trailer. In the Project Scope section each service will be detailed further.

PROJECT TIMELINE

Projects are tentatively scheduled to begin June of 2018. Installation of the construction management trailers to be starting July 2018.

Projects will be on going until 2023/2024 fiscal year.

| PROPOSED CONSTRUCTION TIMELINE | | |
|---------------------------------------|--------------|-------------------|
| Project | Start | Completion |
| Swing Space 1b Portables | 9-1-18 | 11-30-18 |
| Tennis Courts | 7-1-18 | 5-7-19 |
| Campus Security | 7-1-18 | 5-7-19 |
| Marauder Complex Phase 1 | 11-1-18 | 8-1-19 |
| Infrastructure – Portables | 7-1-18 | 9-1-18 |
| Dem- LS1, LS2, OF3, OF1 | 12-1-18 | 4-1-19 |
| Infrastructure – Campus | 12-18-18 | 1-31-20 |
| Sage Hall | 4-1-19 | 7-1-21 |
| Infrastructure – PV | 4-13-19 | 8-18-19 |
| Student Services | 6-1-19 | 7-1-21 |
| Discovery Hall | 6-1-19 | 7-1-21 |
| Infrastructure Entry | 6-3-19 | 8-16-19 |
| AV Pavilion | 7-15-19 | 4-15-21 |
| Marauder Complex Phase 2-T800,T100 | 2-1-20 | 8-1-20 |
| Commons | 7-1-21 | 7-1-23 |
| Demo – LC, SSV, ME, TE1, TE2, OF2 | 7-1-21 | 2-1-22 |
| Swing Space 2 | 1-1-21 | 6-1-21 |
| Joshua Hall | 6-1-21 | 8-1-23 |
| Cedar Hall | 6-1-21 | 8-1-23 |
| Removal of Portables | 10-1-23 | 12-31-23 |

BUDGET

All Bids must include proposed costs to complete the individual services described in the project scope. Costs should be stated as one-time or non-recurring costs (NRC) or monthly recurring costs (MRC). Pricing shall be listed individually for each of the following items:

- Temporary Fencing
- Temporary Power
- Temporary Toilets and Lavatories
- Temporary Construction Trailers
- Temporary Trash and Waste Removal

NOTE: All costs and fees must be clearly described in each Bid.

PROJECT SCOPE

Temporary Fencing:

A screened security fence shall be installed around the perimeter of all construction projects, lay down sites and compounds. The fencing shall comply with the following requirements.

- a. Construction sites shall have a fence constructed of chain link that is 6 feet tall. The fence shall be constructed of 9 gauge fabric with 2" openings. The post shall be 2 1/2" corner and terminal posts, 2" line posts and 1-3/8" top and bottom rails. All post and rail material shall be a minimum of 16 gauge.
- b. Lay down yards and compounds shall have a fence constructed of chain link that is 8 feet tall. The fence shall be constructed of 9 gauge fabric with 2" openings. The post shall be 3" corner and terminal posts, 2-1/2" line posts and 1-3/8" top and bottom rails. The posts shall be sch 40 and the rails 16 gauge minimum.
- c. All chain link will be covered with a tan mesh screen to a height of 6 feet.
- d. Where possible, the fencing shall be set back 2 feet from all walkways and roadways.
- e. All sites will have a 4 foot pedestrian gate that swings into the property.
- f. All sites shall have a rolling traffic gate. This gate shall be a minimum of 8 feet in width and not be of the swinging type.
- g. All fence posts are to be set into the ground, panel stands are not permitted.
- h. Sandbags as needed.

Potential Offerors will need to walk off each site to obtain measurements for the temporary fencing.

Site maps, floor plans and diagrams are included as a separate document to the RFB.

Temporary Power:

General - Each construction site, laydown yard and compound shall be supplied temporary power and lights as follows:

Construction sites shall have several poles located on construction site. These locations will be shown on the bid documents. Pole shall be constructed as shown on the pole detail supplied in the bid documents.

The minimum size wood pole to support voltage below 1000 Volts shall be 6" X 6" square or 5" round and shall be of sufficient height to maintain all required overhead clearances specified in CEC Section 225.18. But they shall

not be less than 20 feet in length. The pole shall be embedded at least 4 feet in the ground. In area accessible to pedestrian traffic only, the poles shall be a minimum of 4" X 4" in conformance with Article 590 of the CEC.

Service Equipment and Panelboards – The service equipment including meters, meter enclosures, and panelboards shall be approved type and shall be identified for the purposes.

Wiring Methods – All wiring and wiring method shall comply with CEC Sec. 230.50, 230.43 and all applicable code sections.

Overcurrent Protection – Panelboards shall have overcurrent protection in accordance with CEC Sec. 408.36.

Grounding Electrode – A No. 8 AWG minimum copper grounding electrode conductor shall be installed in a metallic raceway or cable armor connected to one or more grounding electrodes complying with Article 250 of the CEC.

Bonding of Metallic Parts – Metallic raceway(s) containing service conductors or grounding electrode conductor shall be bonded using an approved method as per CEC Secs. 250.90, 92).

Receptacle Outlets – 120 volt, single-phase, 15, 20 and 30 amp receptacle outlets shall be of the grounding type having ground fault interrupters for personnel protection (CEC Sec. 590.6 (A)(1)). Receptacles of different voltages and current ratings shall not be interchangeable. The 15 and 20 amp 125 and 250 volt receptacles shall be weather resistant, marked WR and provided with a listed cover (CEC Secs. 590.4(D), 408.6.9(B)(1)).

Feeder Pole Grounding – Grounding for feeder poles shall be installed and sized as per CEC Secs. 250.122, 250.4(A)(5) and (B)(4), 250.134, 250.148 and all other applicable Section of the CEC.

Overhead Feeder and Branch Circuit Span – Open individual conductors shall not be smaller than 10 AWG copper or AWG aluminum for spans of 50 feet or less and 8 AWG copper or 6AWG aluminum for longer spans unless supported as per CEC Sec. 225.6(A).

Feeder and Branch Circuit Open-conductor – Must be supported and spaced per CEC secs. 225.12 and 225.14(A).

Miscellaneous Pole Equipment – All poles shall have light installed. These light shall have photo sensors to automatically turn them on and off. The light shall be LED type with sufficient LUMENS to safely illuminated the jobsite.

Deteriorated and Malfunctioning Equipment – Equipment shall be maintained and kept in working order at all times. Defective material shall be replaced at no cost to Antelope Valley College. Equipment damaged by others shall be repaired or replaced at an additional cost to Antelope Valley College. All repairs or replacement work will be in accordance with CEC 110.11.

200 amps of power coming into each site is required.

Site maps, floor plans and diagrams are included as a separate document to the RFB.

Temporary Restroom and Lavatory Facilities:

For the purpose of this RFB, those quoting restroom and lavatory services shall quote per restroom and lavatory, per service. The number of restrooms and lavatories will vary depending on the size of the project and will be determined at a later date. All temporary restroom and lavatory requirements will comply with OSHA regulations 1910, 1915, 1926 and all other applicable sections. Servicing of temporary restroom and lavatory facilities is preferred before 7:00 a.m. (PST) on Monday and Thursday.

Site maps, floor plans and diagrams are included as a separate document to the RFB.

Temporary Construction Trailers:

The needs of Antelope Valley College are as follows:

3 - 10' X 44' Trailers one for each construction management firm

1 – 12' X 56' Trailer for joint use / meeting room

4 – 8' X 28' Jobsite trailers

The floor layout of each trailer will be included in the bid packages. Bid shall include both a lease and a purchase option of both new and used trailers.

Restrooms and water are not needed for the Temporary Construction Trailers, but data and power is required.

Site maps, floor plans and diagrams are included as a separate document to the RFB.

Temporary Trash and Waste Removal:

Supply various size bins and dumpsters to construction sites. Remove said bins and dumpsters weekly or when full and replace with empty bins and dumpsters.

Site maps, floor plans and diagrams are included as a separate document to the RFB.

END OF SECTION

BIDDER INSTRUCTIONS

Format and Content. The submitted Bid should be organized and indexed in a format noted below that ensures the District can easily review to effectively evaluate the Bidder's responsiveness to the Bid.

FORMAT TO CONSIST OF THE FOLLOWING:

- I. **Bidder's Information (Exhibit A).** Bidders shall complete and submit the Bidder's Information document with its Bid. Bids submitted without the Bidder's Information document may be deemed non-responsive and will not be considered. Submit one (1) copy.
- II. **Fee Schedule (Exhibit B-1 to B-5).** Bidders shall complete and submit the Fee Schedule document(s) with its Bid. Bids submitted without the Fee Schedule document(s) may be deemed non-responsive and will not be considered. Submit the coordinating fee schedule for each service your company is able to provide.
- III. **Subcontractors List (Exhibit C).** Bidders shall complete and submit the Subcontractors List document with its Bid. Bids submitted without the Subcontractors List document may be deemed non-responsive and will not be considered. Submit one (1) copy for each service your company is able to provide.
- IV. **Certificate of Non-Discrimination (Exhibit D).** The Bidder shall submit a Certification of Non-Discrimination assuring that it will not discriminate in its hiring or employment practices on the grounds of race, color, sex, age, ancestry, religion, marital status, national origin, sexual orientation, gender, gender identity, gender expression, medical condition or physical or mental disability, or any other basis protected by law, in performing the work and services. Submit one (1) copy.
- V. **Non-Collusion Declaration (Exhibit E).** Bidders shall submit the Non-Collusion Declaration with its Bid. Bids submitted without the Non-Collusion Declaration shall be deemed non-responsive and will not be considered. Submit one (1) copy.
- VI. **Agreement to Terms and Conditions (Exhibit F).** Bidders shall complete and submit the Agreement to Terms and Conditions with its Bid. Should Bidder request edits to the Agreement for consideration, such requests must be clearly identified and submitted with its Bid. No additional terms and conditions will be accepted following receipt of Bids. The District will consider such additional contractual terms and conditions as part of its evaluation process. Submit one (1) copy.
- VII. **Addenda Acknowledgement (Exhibit G).** Bidders shall complete and submit the Addenda Acknowledgement form with its Bid. It is the Bidder's responsibility for ensuring that they have received any and all Addenda. If not, they may be considered non-responsive. Bidders are to review the Notice to Bidders for instructions on how to obtain said addenda/addendums. Submit one (1) copy.
- VIII. **Bid Security:** Each bid must be accompanied by one of the following forms of bidder's security:
 - (1) a cashier's check made payable to the District with Bid Guarantee Form (Exhibit H);
 - (2) a certified check made payable to the District with a Bid Guarantee Form (Exhibit H); or
 - (3) a bidder's bond executed by a California admitted surety as defined in Code of Civil Procedure section 995.120, made payable to the District in the form set forth in the Contract Documents (Exhibit I).

In the amount applicable to each project a Bid is being provided for:

- a. Temporary Fencing – Bid Security \$150,000.00
- b. Temporary Power – Bid Security \$60,000.00
- c. Temporary Toilets and Lavatories – Bid Security \$150,000.00
- d. Temporary Construction Trailers – Bid Security \$30,000.00
- e. Temporary Trash and Waste Removal – Bid Security \$30,000.00

This means if you submit a Bid for only fencing, your Bid security will be in the amount of \$150,000.00. If you submit a Bid for all services, your Bid security will be in the amount of \$420,000.00.

Such bidder's security must be in the amount set forth above as a guarantee that the bidder will enter into the Purchase Agreement (also referred to as "Contract") and provide the required documents. Time is of the essence regarding this Project, therefore, in the event the bidder to whom the Purchase Agreement is awarded fails or refuses to post the required bonds and return executed copies of the Purchase Agreement form within five (5) calendar days from the date of receiving the Notice of Award, the District may declare the bidder's bid deposit or bond forfeited as damages. Submit one (1) copy.

END OF SECTION

SUBMITTAL CHECKLIST

This checklist is provided to assist in the preparation of Bidder's submission. It is only intended as a guide. Bidders are encouraged to use the following checklist when preparing their proposed Bid:

- EXHIBIT A – Bidder's Information**
- EXHIBIT B-1 to B-5 – Fee Schedules**
- EXHIBIT C – Subcontractors List**
- EXHIBIT D – Certification of Non-Discrimination**
- EXHIBIT E – Non-Collusion Declaration**
- EXHIBIT F – Agreement to Terms and Conditions**
- EXHIBIT G – Addenda Acknowledgement**
- BID SECURITY – BID GUARANTEE (EXHIBIT H) OR BID BOND (EXHIBIT I)**

EXHIBIT A – BIDDER’S INFORMATION

TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID

1. Respondent Information.

1.1. Respondent Company Name:

1.2. Address:

Physical Office Location:

Street Address : _____

City, State and Zip Code: _____

Mailing Address (if different than address above):

Street Address : _____

City, State and Zip Code: _____

1.3. Phone:

(_____) _____

1.4. Fax:

(_____) _____

1.5. Respondent’s principal contacts:

Name: _____

Name: _____

Title: _____

Title: _____

Phone: (_____) _____

Phone: (_____) _____

Fax: (_____) _____

Fax: (_____) _____

E-Mail: _____

E-Mail: _____

1.6. Length of time Respondent has been in business providing Hazardous Waste Removal Services:

_____ years

1.7. Respondent Federal Tax ID No.: _____

1.8. Respondent DIR No.: _____

1.9. Respondent Contractor License No. (if applicable): _____

Classifications (if applicable): _____

1.10. Current number of employees:

Full Time Staff: _____ Part-Time: _____ Contractor Staff: _____

2. Insurance. All insurance obtained by respondent pursuant to the Bid shall be issued by a company or companies authorized to transact business in the State of California. All Insurance must be issued by companies licensed to write insurance policies in the State of California, which have a BEST rating of A:VII.

2.1. Commercial General Liability and Property Insurance.

Insurer: _____

Current Policy No.: _____

General Liability Insurance Broker:

Address: _____

Telephone No.: (____) _____

Fax No.: (____) _____

Contact Name: _____

2.2. Commercial Automobile Liability Insurance.

Insurer: _____

Current Policy No.: _____

General Liability Insurance Broker:

Address: _____

Telephone No.: (____) _____

Fax No.: (____) _____

Contact Name: _____

2.3. Workers' Compensation (statutory limits) and Employers Liability Insurance.

Insurer: _____

Current Policy No.: _____



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Workers' Compensation Insurance Broker:

Address: _____

Telephone No.: (____) _____

Fax No.: (____) _____

Contact Name: _____

3. Accuracy and Authority.

The undersigned is duly authorized to execute this Bid and responses contained under penalty of perjury on behalf of the above-identified Respondent. The undersigned warrants and represents that he/she has personal knowledge of each of the responses to this Bid and/or that he/she has conducted all necessary and appropriate inquiries to determine the truth, completeness and accuracy of responses to this Bid.

The undersigned declares and certifies that the responses to this Bid are complete and accurate; there are no omissions of material fact or information that render any response to be false or misleading and there are no misstatements of fact in any of the responses. The above-identified Respondent acknowledge and agree that if the District determines that any response herein is false or misleading or contains misstatements of fact, the Respondent's RFB Response may be rejected by the District.

Executed this ___ day of _____ 20__ at _____
(City and State)

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

(Signature)

(Typed or written name)

EXHIBIT B-1 – FEE SCHEDULE, TEMPORARY FENCING
TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID

The undersigned has read and understands all conditions and terms of this RFB, is authorized to submit this Bid for purposes of Vendor evaluation, and hereby offers to perform the services requested for the rates indicated. Additionally, all costs included in Bids must be all-inclusive to include any outsourced or contracted work.

| Code | Description | Material \$ | Labor \$ | Notes |
|------|---------------------------------------|-------------|----------|---|
| | 6' tall - 9ga - 2" opening | /lnft | /lnft | Refer to the Scope of Work and Technical Specifications section of the RFB for material and installation dates, as well the site maps, floor plans and diagrams which are included as a separate document to the RFB. |
| | 8' tall - 9ga - 2" opening | /lnft | /lnft | |
| | Tan mesh screen 6' tall | /lnft | /lnft | |
| | Sand Bags | /ea | /ea | |
| | Temporary Panels | /ea | /ea | |
| | 4' pedestrian gate with hardware | /ea | /ea | |
| | 8' single rolling gate with hardware | /ea | /ea | |
| | 10' single rolling gate with hardware | /ea | /ea | |
| | 12' single rolling gate with hardware | /ea | /ea | |
| | 20' single rolling gate with hardware | /ea | /ea | |
| | 10' double rolling gate with hardware | /ea | /ea | |
| | 12' double rolling gate with hardware | /ea | /ea | |
| | 20' double rolling gate with hardware | /ea | /ea | |
| | Additional Mobilization | | | Cost to move or adjust location of fencing during Construction. |
| | Rent On Material | /year | | |

BIDDER _____
(Type or print complete legal name of Bidder)

BY _____ **Date** _____
(Signature)

Name _____ **Title** _____
(Type or print)

EXHIBIT B-2 – FEE SCHEDULE, TEMPORARY POWER

TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID

The undersigned has read and understands all conditions and terms of this RFB, is authorized to submit this Bid for purposes of Vendor evaluation, and hereby offers to perform the services requested for the rates indicated. Additionally, all costs included in Bids must be all-inclusive to include any outsourced or contracted work.

| Description | Material \$ | Labor \$ | Notes |
|-------------------------|-------------|----------|---|
| 6" x 6" pole | /ea | /ea | Refer to the Scope of Work and Technical Specifications section of the RFB for material and installation dates, as well the site maps, floor plans and diagrams which are included as a separate document to the RFB. |
| 4" x 4" pole | /ea | /ea | |
| Lights | /ea | /ea | |
| Panel Boards | /ea | /ea | |
| Power Services Riser | /ea | /ea | |
| Spider Boxes | /ea | | |
| Spider Box Cabling | /Inft | | |
| Wiring (coverhead) | /Inft | /Inft | |
| Additional Mobilization | | | Cost to move or adjust location of poles during construction. |
| Rent on Equipment | /year | | |
| Other as Listed | | | |

BIDDER _____
(Type or print complete legal name of Bidder)

BY _____ **Date** _____
(Signature)

Name _____ **Title** _____
(Type or print)



EXHIBIT B-3 – FEE SCHEDULE, TEMPORARY RESTROOM & LAVATORY FACILITIES

TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID

The undersigned has read and understands all conditions and terms of this RFB, is authorized to submit this Bid for purposes of Vendor evaluation, and hereby offers to perform the services requested for the rates indicated. Additionally, all costs included in Bids must be all-inclusive to include any outsourced or contracted work.

| Description | Cost \$ | Term | Notes |
|------------------------------------|---------|----------|---|
| Men's single stall | /ea | Per year | Refer to the Scope of Work and Technical Specifications section of the RFB for material and installation dates, as well the site maps, floor plans and diagrams which are included as a separate document to the RFB. |
| Women's single stall | /ea | Per year | |
| Unisex single stall | /ea | Per year | |
| ADA single stall | /ea | Per year | |
| Lavatory w/ towel dispenser | /ea | Per year | |
| ADA Lavatory w/towel dispenser | /ea | Per year | |
| Initial set-up | /ea | Per year | |
| Service twice per week (Mon & Thu) | /ea | Per Year | |
| Additional Mobilization | | | Cost to move or adjust location of equipment during construction. |
| Other: _____ _____ | | | Fuel disposal charge, etc. |
| Other: _____ _____ | | | Fuel disposal charge, etc. |

BIDDER _____
(Type or print complete legal name of Bidder)

BY _____ **Date** _____
(Signature)

Name _____ **Title** _____
(Type or print)



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EXHIBIT B-4 – FEE SCHEDULE, TEMPORARY CONSTRUCTION TRAILERS

TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID

The undersigned has read and understands all conditions and terms of this RFB, is authorized to submit this Bid for purposes of Vendor evaluation, and hereby offers to perform the services requested for the rates indicated. Additionally, all costs included in Bids must be all-inclusive to include any outsourced or contracted work.

| Description | Set-up \$ | Lease \$ | Relocation \$ | Notes |
|-------------------------------------|-----------|----------|---------------|---|
| 8' x 20' Office Trailer or similar | /ea | /year | /ea | Refer to the Scope of Work and Technical Specifications section of the RFB for material and installation dates, as well the site maps, floor plans and diagrams which are included as a separate document to the RFB. |
| 8' x 28' Office Trailer or similar | /ea | /year | /ea | |
| 12' x 56' Office Trailer or similar | /ea | /year | /ea | |

BIDDER _____
(Type or print complete legal name of Bidder)

BY _____ **Date** _____
(Signature)

Name _____ **Title** _____
(Type or print)



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**EXHIBIT B-5 – FEE SCHEDULE, TEMPORARY TRASH AND WASTE REMOVAL
TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID**

The undersigned has read and understands all conditions and terms of this RFB, is authorized to submit this Bid for purposes of Vendor evaluation, and hereby offers to perform the services requested for the rates indicated. Additionally, all costs included in Bids must be all-inclusive to include any outsourced or contracted work.

| Description | Set-up \$ | Term \$ | Relocation/Additional Service \$ | Notes |
|----------------|-----------|---------|----------------------------------|---|
| 3 yd dumpster | /ea | /month | | Refer to the Scope of Work and Technical Specifications section of the RFB for material and installation dates, as well the site maps, floor plans and diagrams which are included as a separate document to the RFB. |
| 20 yd low boy | /ea | /month | | |
| 20 yd dumpster | /ea | /month | | |
| 30 yd dumpster | /ea | /month | | |
| 40 yd dumpster | /ea | /month | | |

BIDDER _____
(Type or print complete legal name of Bidder)

BY _____ **Date** _____
(Signature)

Name _____ **Title** _____
(Type or print)

EXHIBIT C – SUBCONTRACTORS LIST

TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID

If your company must outsource or contract any work to meet the requirements contained in the RFB, this must be clearly stated in the Bid. Any Bids which call for outsourcing or contracting work must include a name and description of the organizations being contracted.

Identify any subcontractors your company may outsource any work identified in the RFB to, or check the box below if not applicable. Additionally, all costs included in Bids must be all-inclusive to include any outsourced or contracted work. Complete Exhibit D for *each* service your company is able to provide. This means if you supply only fencing, you will only complete one Subcontractor’s List for Temporary Fencing. If you supply all services, you will submit four (4) Exhibit D’s, one for each service. Attach additional sheets as necessary.

Service: _____

(Specify one of the following: Temporary Fencing, Temporary Power, Temporary Toilets Lavatories, or Temporary Construction Trailers)

Check box if not applicable:

| Licensed Name of Subcontractor | Subcontractor Office, Mill or Shop Address | Sub-contractor Trade or Portion of Work | Subcontractor Contractors’ License No. |
|--------------------------------|--|---|--|
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |

Attach additional page(s) as required

BIDDER _____
(Type or print complete legal name of Bidder)

BY _____ **Date** _____
(Signature)

Name _____ **Title** _____
(Type or print)



EXHIBIT D – CERTIFICATION OF NON-DISCRIMINATION

TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID

Bidder hereby certifies in performing work or providing services for the District, there shall be no discrimination in its hiring or employment practices because of age, sex, race, color, ancestry, national origin, religious creed, physical or mental disability, medical condition, marital status, or sexual orientation, except as provided for in Section 12940 of the California Government Code. Bidder shall comply with applicable federal and California anti-discrimination laws, including but not limited to the California Fair Employment and Housing Act, beginning with Section 12900 of the California Government Code.

IN WITNESS WHEREOF, the undersigned has executed this Certificate of Non-Discrimination this _____ day of _____, ____.

BIDDER _____
(Type or print complete legal name of Bidder)

BY _____ **Date** _____
(Signature)

Name _____ **Title** _____
(Type or print)



EXHIBIT E - NON-COLLUSION DECLARATION

TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID

STATE OF CALIFORNIA)
COUNTY OF _____)

PROJECT: AVC2017/2018-15, Temporary Construction Services

I, _____, being first duly sworn, deposes and says that I am the
(Typed or Printed Name)

_____ of _____, ("the Bidder") the party
(Title) (Bidder Name)

submitting the foregoing Bid for the above-identified Project. In connection with the foregoing Bid, the undersigned declares, states and certifies that:

- 1. The Bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization or corporation.
2. The Bid 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 Contract, 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 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 and State)

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

Signature

(Address)

Name Printed or Typed

(City, County and State)

(_____) _____
(Area Code and Telephone Number)



EXHIBIT F – AGREEMENT TO TERMS AND CONDITIONS

TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID

Each Bidder must state below whether it accepts the attached Agreement and its attachments (if any) (“Agreement”). Any exceptions must be included, if at all, with Bidder’s Bid submission.

NOTE: Exceptions taken to terms and conditions may be a negative factor in evaluation of Bidder’s Bid or disqualification.

Initial the Appropriate Choice, below:

_____ Bidder **accepts** the form of Agreement **without exception**.

OR

_____ Bidder proposes **exceptions/modifications** to the form of Agreement. If this choice is selected, Bidder shall include all of the following:

1. Summarize any and all exceptions to the Agreement.
2. Provide written explanation to substantiate each proposed exception/modification.

BIDDER _____
(Type or print complete legal name of Bidder)

BY _____ **Date** _____
(Signature)

Name _____ **Title** _____
(Type or print)



EXHIBIT G – ADDENDA ACKNOWLEDGMENT

TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID

Changes or corrections to the RFB will be issued via a numbered addendum format prior to the Bid deadline (See Section 1 - Project Specific Dates). Record below the number(s) and date(s) of addenda received, if applicable.

Addendum # _____ Date Received: _____

Addendum # _____ Date Received: _____

Addendum # _____ Date Received: _____

Addendum # _____ Date Received: _____

Addendum # _____ Date Received: _____

BIDDER _____
(Type or print complete legal name of Bidder)

BY _____ **Date** _____
(Signature)

Name _____ **Title** _____
(Type or print)



EXHIBIT H – BID GUARANTEE FORM

(Use only when not using a Bid Bond)

Accompanying this Bid is a cashier’s check payable to the order of the Antelope Valley Community College District or a certified check payable to the order of the Antelope Valley Community College District in an amount of _____ Dollars (\$_____).

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

BIDDER _____
(Type or print complete legal name of Bidder)

BY _____ **Date** _____
(Signature)

Name _____ **Title** _____
(Type or print)

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



**TEMPORARY CONSTRUCTION SERVICES
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EXHIBIT I – 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 to the Obligee for the Work commonly described as **TEMPORARY CONSTRUCTION SERVICES, AVC2017/2018-15**.

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 _____ Dollars (\$ _____), inclusive of amounts proposed for additive Alternate Bid Items, if any.

NOW THEREFORE, if the Principal shall not withdraw said Bid within the period specified therein after the opening of the same, or, if no period be specified, for sixty (60) days after opening of said Bid; 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 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 within the period specified for the holding open of the Bid 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 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.

[CONTINUED NEXT PAGE]



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BID BOND (CONTINUED)

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 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.

(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)

ATTACHMENT 1 - AGREEMENTS

The type of agreement that will be utilized is dependent on the service to be awarded. Please see attached and note the service types in the header of each agreement. If the District awards to lease the Construction Trailers, we will utilize the vendor's agreement with the ability to modify as necessary.



FIELD CONTRACT FOR SERVICES FOR TEMPORARY TOILETS & LAVATORIES AND TEMPORARY TRASH & WASTE REMOVAL

This Field Contract For Services is made and entered into on [Click here to enter a date.](#) by and between Antelope Valley Community College District (“District”) and _____ (“Contractor”). In consideration of the mutual covenants set forth herein, the District and Contractor agree as follows:

Project Scope of Work. The Project is described as **AAAA**. The Contractor shall provide all work, labor, materials, equipment and services necessary to perform and complete the scope of Work described in in Attachment 1 - Scope of Work (“Project”) in accordance with the requirements of this Contract.

1. **Compensation.** District agrees to pay Contractor a lump sum, fixed price amount of _____ Dollars (\$) for completion of the Project (“Contract Price”).
2. **Contract Time and Liquidated Damages.** Contractor shall commence Project work on the date indicated in the Notice to Proceed issued by or on behalf of the District and shall complete the Work within _____ (____) calendar days after the commencement date for the Work (“Contract Time”). Failure to complete the Project within the Contract Time will subject the Contractor to Liquidated Damages at the per diem rate of _____ Dollars (\$) until the Project is completed.
3. **Insurance Minimum Coverage Limits.** Minimum coverage limits for policies of insurance the Contractor is required to maintain during the Project are as follows:

| Policy of Insurance | Minimum Coverage Limit |
|--|--|
| 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 | One Million Dollars (\$1,000,000) |
| Contractor Pollution Liability Insurance | Per Occurrence: One Million Dollars (\$1,000,000) |
| | Aggregate: One Million Dollars (\$1,000,000) |
| Builder’s Risk “All-Risk” Insurance | Choose an item. |

4. **District Representative.** The District Representative for the Work is _____.
5. **Architect/Design Professional.** The Architect or Design Professional for the Work is _____.
6. **Contract Documents.** The Contract Documents consists of this Contract, the accompanying Contract Terms and Conditions, and the documents identified below.

| | |
|---|---|
| <ul style="list-style-type: none"> Field Contract for Services; Terms and Conditions Proposal Subcontractors List Non-Collusion Affidavit Worker’s Compensation Drug-Free Workplace Contractor Certification of Subcontractor Claim Insurance Certificates/Endorsements Asbestos & Hazardous Materials Certification | <ul style="list-style-type: none"> DIR Registration Verification Verification of Certified Payroll Records Performance Bond Labor and Materials Bond Bid Security/Bid Bond Conditional/Unconditional Waiver & Releases Drawings and Specifications, if any RFB AVC2017/2018-15, Temporary Construction Services Contractor’s Bid to RFB AVC2017/2018-15, Temporary Construction Services |
|---|---|

7. **Terms and Conditions.** Contractor agrees to comply with the attached Terms and Conditions, which are incorporated in this Contract as if set forth in full.
8. **Notices.** Notices of the District and Contractor to the other shall be transmitted via e-mail **and** U.S. Mail, postage pre-paid, as set forth below. The effective date of notices transmitted in accordance with this

Contract shall be the day after the date of the e-mail transmission or the postmark, whichever is later. Notices under this Contract shall be addressed as follows:

| | |
|--|---|
| If to the District: Antelope Valley Community College District Attention: [REDACTED] 3041 West Avenue K Lancaster, California 93536 | If to the Contractor: _____ _____ _____ |
|--|---|

9. **Entire Agreement.** This Contract, including the Scope of Work, Terms and Conditions, and the Contract Documents, constitutes the sole and entire contract and understanding between District and Contractor relating to the subject matter hereof. This Contract and the Contract Documents replace and supersede all prior contracts or negotiations, whether written or oral relating to the subject matter hereof. The Contract Documents shall not be modified except in a writing signed by the District and Contractor.

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.

The Contractor and District have executed this Contract as of the date set forth above. §

| | |
|--|--|
| Contractor's Legal Entity Name: _____ Signature: _____ Print Name/Title: _____ Address: _____ Street Address _____ City, State and Zip Code _____ Telephone: _____ Email: _____ | Antelope Valley Community College District Signature: _____ REVIEWED BY: Signature: _____ Doug Jensen, Director of Facilities Services Signature: _____ Jared Simmons, Manager, M & O 3041 West Avenue K Lancaster, CA 93536-5426 Phone: (661) 722-6480 Fax (661) 722-6514 |
|--|--|

FIELD CONTRACT FOR SERVICES; TERMS AND CONDITIONS

1. CONTRACTOR RESPONSIBILITIES

1.1. LABOR, MATERIALS, EQUIPMENT AND SERVICES. The Contractor shall furnish all tools, equipment, apparatus, facilities, transportation, labor, and material necessary to complete the Project in accordance with the Contract Documents. Except for existing utility services at the Site made available to the Contractor by the District, the Contractor shall furnish all utilities necessary to complete the Project, including temporary utility distributions. The Work shall be completed in a high quality, workmanlike manner at such times and places as directed by and subject to the approval of the District Representative. All of the Work shall conform to the requirements of the Contract Documents and applicable laws, ordinances, rules and regulations ("the Laws"). If there are conflicts between any portions of the Contract Documents, the Contractor shall furnish and install the more stringent or higher quality requirements.

1.2. CONTRACTOR SUPERVISION.

1.2.1. CONTRACTOR 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 Project; directions, instructions or other communications to and with the Contractor's Superintendent are directions, instructions or communications to or with the Contractor.

1.2.2. EMPLOYEE COMPETENCY AND DISCIPLINE. The Contractor shall enforce strict discipline and good order among employees of the Contractor and Subcontractors at the Site. Personnel of the Contractor or any Subcontractor are subject to removal from the Site for violations of the Laws 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 assigned tasks. Identification badges are required for Site access. Personnel providing or performing any Work at the Site will be permitted access to the Site only if District-issued identification badges are worn.

1.2.3. DISTRICT POLICIES; NOISE, DRUGS, TOBACCO, AND ALCOHOL. Use, possession, consumption or work under the influence of alcohol or illegal drugs at the Site is prohibited. District Board Policies prohibit the use of any form of tobacco products at the Site. Use of music/audio devices, including radios or wearing any headphone devices for entertainment while performing Work at the Site is prohibited. The Contractor shall implement measures to: (i) notify all personnel at the Site of such prohibitions and (ii) prevent violations of such prohibited conduct. The District expressly reserves the right to remove construction personnel violating the foregoing.

1.3. LABOR CODE REQUIREMENTS.

1.3.1. DIR REGISTRATION. The Contractor and all Subcontractors must comply with the Labor Code §§1725.5 and 1771.1 and must be properly and currently registered with the California Department of Industrial Relations ("DIR") and qualified to perform public works pursuant to Labor Code section 1725.5 throughout the duration of the Project.

1.3.2. 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; and (ii) maintain complete and accurate payroll records for workers engaged in the Work. 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 limits. Monitoring and enforcement of the prevailing wage laws and related requirements will be performed by the Labor Commissioner/ Department of Labor Standards Enforcement (DLSE).

1.3.3. APPRENTICES. Apprentices, if any, engaged in performing the Work shall be in strict conformity with applicable the Laws, including without limitation, Labor Code §§1777.5 through 1777.7, which are incorporated herein by this reference.

1.3.4. PERMITS AND LICENSES. Contractor and all of its employee or agents will secure and maintain in force such licenses and permits as are required by law, at Contractor's expenses, in connection with the furnishing of materials, supplies or Services listed in the Agreement.

1.4. SUBCONTRACTORS. The Contractor is responsible for the acts, omissions and other conduct of Subcontractors and their employees, agents and representatives. Subcontracts between the Contractor and Subcontractors shall incorporate the Contract as far as such terms are applicable to the Subcontractor's work, including, without limitation, all indemnification, insurance, and warranty requirements. Subcontracts shall be made available to the District for review upon request of the District. All Subcontractors must comply with Labor Code §§ 1725.5 and 1771.1 and must be currently registered contractors with the California Department of Industrial Relations ("DIR") and qualified to perform public works pursuant to Labor Code §1725.5 throughout the duration of the Project. Any Subcontractor who is not a DIR registered contractor shall be substituted in accordance with Labor Code §1771.1. Contractor shall submit a Subcontractors List for the Project on the form included in the Contract Documents. Subcontractors identified in the Subcontractors List shall not be replaced except in strict conformity with requirements of Public Contract Code §4107. The Contractor is responsible for all fees, costs or expenses (including attorneys' fees) incurred by the District to review, evaluate and respond to the Contractor's request to replace a listed Subcontractor. Subcontractors must be a California licensed contractor in the classification(s) required for the portions of the Project completed by the Subcontractor.

1.5. PROPERTY DAMAGE. The Contractor is responsible for costs to repair, replace or correct damage or destruction to property arising during the Contractor's completion of Project Work, including without limitation, damage/destruction of other facilities/improvements, landscape materials and irrigation systems.

2. PROJECT SITE

2.1. SITE EXAMINATION AND SITE CONDITIONS. The Contractor has examined the Site and accepts conditions at the Site affecting the completion of the Project. By submitting a Proposal for the Project, the Contractor warrants and represents to the District that the Contractor has made all Site examinations that it deems necessary and that the pricing proposed in the Proposal is not subject to adjustment for conditions at the Site.

2.2. SAFETY AND SECURITY; PROTECTION OF WORK AND PROPERTY. The Contractor is solely responsible for safety at the Site, including compliance with Laws pertaining to safety at the Site. Contractor shall comply with all District rules and regulations pertaining to safety, security and driving on school grounds, particularly when students are present. 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 all personal property items situated at the Site) to prevent theft, loss or damage. The District and District employees, officers, agents or representatives are not liable for loss, theft, damage or destruction of personal property items. The risk of such loss, theft, damage or destruction is solely that of the Contractor or Subcontractors.

2.3. CONTRACTOR ENVIRONMENTAL/HAZARDOUS MATERIALS RESPONSIBILITIES. The Contractor shall comply with Laws relating to construction waste management, materials re-use and/or recycling and the maintenance of records relating thereto. All activities of the Contractor relating to removal, transportation and/or disposal of any hazardous material shall be in strict compliance with the Laws, including compliance with requirements of manifests for the transportation and disposal of hazardous materials. The Contractor's failure to strictly comply with its obligations hereunder shall be a basis for the District's withholding of Contract Price disbursements until the Contractor has complied and performed its obligations hereunder. Upon completion of the Project, the Contractor shall complete, execute and submit to the District the form of Asbestos and Hazardous Materials Certification included with the Contract Documents.

2.4. CLEAN-UP. The Contractor shall remove and legally dispose of all waste materials and other debris from the Site. The Site shall be in maintained in a neat, orderly and "broom clean" condition. At completion of the Project, the Contractor shall: (i) remove all temporary facilities and installations; and (ii) clean all surfaces, fixtures, equipment at the Site. If the Contractor fails to complete clean up responsibilities, the District may do so, and all costs shall be charged to the Contractor; the District may deduct such costs from the Contract Price then or thereafter due the Contractor.

2.5. OCCUPANCY. The District reserves the right to occupy existing facilities and improvements in, at or about the Site at any time before completion of the Project. The District's occupancy does not constitute acceptance or approval of any part of the Project and will not extend the Contract Time nor relieve the Contractor of any duties or responsibilities under this Contract.

2.6. EMERGENCIES. In an emergency affecting life, life safety, property damage, the Work or adjoining property, Contractor, without special instruction or authorization

from District, shall take such actions reasonably necessary to prevent such threatened loss or injury. Contractor shall immediately report in writing to the District Representative if such action is taken.

3. PROJECT REQUIREMENTS

3.1. DISTRICT SITE ACCESS. The District and the District's employees, agents or representatives shall at all times have access to the Site and the Project. The Contractor shall provide safe and proper facilities for such access.

3.2. CONSTRUCTION SCHEDULE. If the Contract Time is more than thirty (30) calendar days, the Contractor shall prepare a Construction Schedule in such form and format required 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 Contract Documents. 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 Project progress. The Contractor's Construction Schedule shall be submitted to the District for review and acceptance. The Contractor shall complete Project Work in accordance with the District accepted Construction Schedule.

3.3. 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 seven (7) 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 is 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 is 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.

3.4. CONTRACTOR WARRANTY. If within one (1) year, or such other period set forth in the Contract Documents, any part of the Project or workmanship is found defective or not in compliance with the Contract Documents, the Contractor shall promptly correct, repair or replace such part of the Project or workmanship. If the Contractor fails to do so, the District may take necessary action to correct, replace or repair such Work or workmanship at the cost and expense of the Contractor. The surety issuing the Performance Bond is liable to the District for correction, repair or replacement of defective/non-conforming parts of the Project or workmanship if the Contractor fails or refuses to perform in accordance with the preceding.

3.5. MANUFACTURER WARRANTIES. The Contractor shall, prior to the release of retention, provide the District Representative with hard copies of all manufacturer

warranties for all equipment and materials furnished, installed and incorporated into the Project.

3.6. DISTRICT INSPECTIONS AND ACCEPTANCE. Project Work is subject to District inspection, provided that inspection of any Project Work is not deemed acceptance of defective/non-conforming Project Work. Defective/non-conforming Project Work shall be repaired, replaced or corrected by the Contractor.

4. CONTRACT PRICE.

4.1. CONTRACT TIME LESS THAN SIXTY (60) DAYS. If the Contract Time is sixty (60) days or less, the District will make payment of the Contract Price upon completion of the Project, the Contractor's full performance of all other obligations under the Contract Documents and the Contractor's submission of a properly itemized invoice and duly executed Verification of Certified Payroll Records Submittal to Labor Commissioner. Upon receipt of thereof, the District Representative will promptly verify that the Project 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.

4.2. CONTRACT TIME MORE THAN SIXTY (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 Project 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 after District's approval of the Application for Payment, Contractor shall be paid a sum equal to ninety-five percent (95%) of the value of the Work performed (as verified by the District and certified by Contractor) up to the last day of the previous month, less the aggregate of previous payments and amount to be withheld. Within sixty (60) days of completion of all Project 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; (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; and/or (iii) delivery of executed Verification of Certified Payroll Records Submittal to Labor Commissioner by Contractor and Subcontractors.

4.3. CERTIFIED PAYROLL RECORDS. Pursuant to California Labor Code §1776, the Contractor and each Subcontractor shall maintain Certified Payroll Records for labor employed by them to complete Project Work including: name, address, social security number, wage rates, work classification/trades, straight time and overtime hours worked each day and week, actual per diem wages paid. The Contractor and Subcontractors shall furnish copies of Certified Payroll Records to the District and others in accordance the Laws.

4.4. CERTIFIED PAYROLL RECORDS SUBMITTAL TO LABOR COMMISSIONER. Certified Payroll Records of the Contractor and Subcontractors, in the form, format and within the times established by the Labor Commissioner, shall be submitted to the Labor Commissioner

as required by the Laws. The District's disbursement of any portion of the Contract Price is expressly conditioned on the Contractor's completion and execution of the form of Verification of Certified Payroll Records Submittal to Labor Commissioner for the payment requested.

4.5. DISTRICT DEDUCTS AND WITHHOLDS FROM CONTRACT PRICE. The District may deduct from the Contract Price and withhold disbursement of the Contract Price for any of the following: (i) Liquidated Damages; (ii) sums expended by the District to perform the Contractor's obligations under the Contract Documents; (iii) defective or non-conforming Project Work not remedied; (iv) stop payment notice claims; (v) reasonable doubt that the Project can be completed for the unpaid balance of the Contract Price or within the Contract Time; (vi) unsatisfactory prosecution of the Project Work; (vii) unauthorized deviations from requirements of the Contract Documents; (ix) losses, damages or costs arising out of the Contractor's default or breach of obligations; and (x) any other sums which the District is entitled or required to withhold from the Contractor the Contract Documents or the Laws. The failure by the District to deduct any of these sums from a progress payment shall not constitute a waiver of the District's right to such sums.

5. CHANGES

5.1. DISTRICT AUTHORITY. The District may direct Changes within the general scope of Project Work. Changes authorized or directed by the District shall be reduced to a written Change Order in the form and content prepared by or on behalf of the District. Adjustments to the Contract Price for District authorized Changes shall be limited to the actual costs of labor, materials, equipment or services necessary to complete the Change. All other costs associated with a Change, including without limitation profit, overhead/administrative costs and impacts are fully compensated by the mark-up established in the Contract Documents on direct costs of a Change. The Contractor shall provide the District with all information requested to substantiate the cost of a Change. The Contractor shall submit, prior to approval of a Change Order, its request for adjustment of the Contract Time (if any) along with data substantiating the Contractor's right to adjustment of the Contract Time and the extent of such adjustment. If Contractor fails to strictly comply with the preceding the Contractor shall be deemed to have waived any right to adjustment of the Contract Time.

5.2. CORRECTION OF ERRORS. Contractor shall perform, at its own cost and expense and without reimbursement from the District, any work necessary to correct errors or omissions which are caused by the Contractor's failure to comply with the plans and specifications or the applicable standard of care.

CONSTRUCTION CHANGE DIRECTIVE ("CCD"). The District may direct a Change prior to and without issuance of a Change Order by a Construction Change Directive ("CCD"). The Contractor shall: (i) promptly commence and complete changes incorporated into a CCD; and (ii) maintain detailed contemporaneous records of labor, materials and equipment incorporated into or consumed in completing a CCD. Adjustment of the Contract Price or Contract Time on account of a CCD shall be determined in accordance with the Contract Documents and incorporated into a Change Order.

5.3. MARK-UPS ON CHANGES. The mark-up on direct costs for a Change directed or authorized by the District for all overhead (including home and field office overhead), general conditions costs, impacts of the Change and profit, shall not exceed the percentage of allowable direct actual costs for performance of the Change as set forth below.

5.3.1. SUBCONTRACTOR PERFORMED CHANGES. For the portion of a Change performed by Subcontractors, the mark-up on actual direct labor and materials costs incurred the Subcontractors is Ten Percent (10%). In addition, the Contractor may add an amount equal to Five Percent (5%) of the Subcontractors actual direct labor and materials costs; the Contractor's mark-up shall not be applied to the Subcontractors mark-up.

5.3.2. CONTRACTOR PERFORMED CHANGES. For the portion of any Change performed by the Contractor's own forces, the mark-up on the allowable actual direct labor and materials costs of such portion of a Change is Fifteen Percent (15%).

5.3.3. EXCLUSIONS FROM MARK-UP OF ACTUAL COSTS. Mark-ups on the actual cost of materials/equipment incorporated into a Change or for purchase/rental of Construction Equipment shall not be applied to any portion of such costs which are for sales, use or other taxes arising out of the purchase of materials/equipment and/or for purchase/rental of Construction Equipment.

5.4. CORRECTION OF ERRORS. Contractor shall perform, at its own cost and expense and without reimbursement from the District, any work necessary to correct errors or omissions which are caused by the Contractor's failure to comply with the plans and specifications or the applicable standard of care.

6. INSURANCE AND INDEMNITY

6.1. INDEMNIFICATION. To the furthest extent permitted by law, the Contractor shall indemnify, defend, and hold harmless the District and its governing board, officers, employees, agents, and volunteers ("Indemnified Parties") from and against any and all liabilities, demands, claims, actions, causes of action (including cost of defense, settlement, and reasonable attorneys' fees) (collectively "Claims") which arise out of the negligent, grossly negligent or willful conduct of the Contractor, Subcontractors or the employees, agents or representatives of the Contractor or Subcontractors, including without limitation, Claims for bodily injuries (including death) to any person, damage (including theft or loss of use) to any property, Stop Payment Notice claims and other economic losses, damages or injuries. The Contractor's obligations hereunder shall survive completion of the Work or termination of the Contract until barred by the applicable statute of limitations. The obligations of the Performance Bond Surety include assumption of the Contractor's obligations hereunder if the Contractor fails or refuses to do so.

6.2. INSURANCE. The Contractor and Subcontractors shall maintain in force during performance of the Work the following policies of insurance:

6.2.1. WORKERS COMPENSATION. The Workers Compensation insurance shall cover claims under workers' or workmen's compensation, disability benefit and other similar employee benefit acts which are applicable to the Work.

6.2.2. EMPLOYERS' LIABILITY. The Employer's Liability Insurance shall cover bodily injury (including death) by accident or disease to any employee which arises out of the employee's employment by Contractor. The Employer's Liability Insurance may be obtained as a separate policy of insurance or as an additional coverage under the Workers' Compensation Insurance policy.

6.2.3. COMMERCIAL GENERAL LIABILITY INSURANCE. The General Liability insurance policies shall cover personal injury, bodily injury, death, other injury and property damage losses.

6.2.4. CONTRACTOR'S POLLUTION LIABILITY. The Contractor Pollution Liability policy shall cover losses for bodily injury, property damage, defense, and cleanup as a result of pollution conditions (sudden/accidental and gradual) arising from contracting operations performed by or on behalf of the Contractor, except for fungus/spore coverage.

6.2.5. AUTOMOBILE LIABILITY. The Automobile Liability insurance shall cover losses for bodily injury, death or property damage arising out of use or operation of owned, non-owned and hired vehicles.

6.2.6. BUILDERS RISK. If required by the Contract Documents, the Builders' Risk insurance shall cover all risks of direct physical loss basis, or an amount equal to the full completed value the Project Work. The Builders Risk policy deductible shall not exceed \$250,000 for each loss.

6.2.7. MINIMUM COVERAGE LIMITS. Each required policy of insurance shall be in at least the minimum coverage limit set forth in the Contract.

6.2.8. CERTIFICATES OF INSURANCE. Before commencing the Work, the Contractor and its Subcontractors shall provide to the District Representative certificate(s) of insurance and endorsements establishing conformity to insurance coverage requirements. No Work is permitted at the Site until the Contractor delivers Certificates of Insurance to the District Representative evidencing insurance policies/coverages required by the Contract. The Contract Time is not subject to extension for the Contractor's delayed delivery of Certificates of Insurance to the District Representative.

6.3. POLICY REQUIREMENTS. The policies of insurance obtained by the Contractor and Subcontractors shall not be amended or modified and the coverage amounts shall not be reduced without at least thirty (30) days advance written notice to the District. Except for workers compensation insurance, the District must be named as an additional insured on all policies. The Contractor's policies are primary; any insurance carried by the District are only secondary and supplemental. All endorsements must waive any right to subrogation against any of the named additional insureds. All policies must be written on an occurrence form.

6.4. PAYMENT BOND AND PERFORMANCE BOND. The Contractor shall not commence the Work until it has provided to the District, a Payment (Labor and Material) Bond and a Performance Bond issued by a California Admitted Surety Insurer, each in a penal sum equal to the Contract Price. The form and content of Bonds are incorporated into the Contract Documents. The Contract Time is not subject to adjustment for Contractor delay in submitting the Bonds to the District Representative.

7. TERMINATION AND SUSPENSION

7.1. TERMINATION FOR CONTRACTOR DEFAULT. The Contractor's failure to fully and timely perform its obligations under the Contract Documents or to strictly comply with terms and conditions 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 commences, and diligently thereafter prosecutes to completion, all required actions to cure such default(s), the Contract is 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 are liable to the District for all losses, costs and damages arising out of the Contractor's default and costs to complete the Project Work which exceeds the remaining Contract Price at the time of termination.

7.2. DISTRICT TERMINATION FOR CONVENIENCE. The District may terminate the Contract, in whole or in part, 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; no payment shall be made or due from the District for the unperformed portion of the Project Work.

7.3. SUSPENSION. The District may by written directive to the Contractor, suspend the Project Work, in whole or in part, for such time as determined by the District. Upon issuance of such directive, the Contractor shall take action as directed to protect work in place, materials/equipment at the Site and other actions relating to Project Work in place, in progress, in storage, in transit or in fabrication ("Contractor Suspension Activities"). The Contractor shall resume Project Work as directed by the District. The District's suspension of Project Work shall not result in adjustment of the Contract Price, except for the direct costs of Contractor Suspension Activities. The Contract Time will be equitably adjusted for District directed suspension of Project Work.

8. MISCELLANEOUS

8.1. CLAIMS RESOLUTION.

8.1.1. 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 or the Project Work, the Contractor shall continue to diligently prosecute and perform the Work, pending any final determination or decision regarding any such claim, dispute, disagreement or matter in controversy.

8.1.2. PUBLIC CONTRACT CODE §9204 CLAIMS RESOLUTION PROCEDURES. Claims of the Contractor are subject to the non-binding dispute resolution procedures set forth in Public Contract Code §9204 ("Section 9204").

8.1.2.1. CONTRACTOR CLAIMS.

Contractor Claims are subject to the 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.

8.1.2.2. SUBCONTRACTOR CLAIMS.

Subcontractor Claims are subject to Section 9204 Procedures, as modified herein. The District's review of Subcontractor Claims is expressly subject to the Contractor's submittal of a duly completed and executed form of Contractor Certification of Subcontractor Claim certifying that the Contractor has thoroughly reviewed the Subcontractor Claim and based on the Contractor's review, certify that: (i) the Subcontractor Claim is made by the Subcontractor in good faith; (ii) the Subcontractor Claim is supported by reasonable documentation establishing entitlement to the relief requested and District liability therefor; and (iii) 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.). The form of Contractor Certification of Subcontractor Claim is included in the Contract Documents.

8.1.3. CONTRACTOR COMPLIANCE WITH GOVERNMENT CODE CLAIMS PROCEDURES.

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 Small Claims Court proceedings is the Contractor's compliance with the Government Code Claims Process.

8.1.4. DISPUTED CLAIMS. Claims not resolved by the Section 9204 Procedures are subject to Small Claims Court proceedings or binding dispute resolution procedures of Public Contract Code §20104.4 (Section 20104.4 Dispute Resolution Procedures).

8.1.4.1. CLAIMS WITHIN SMALL CLAIMS COURT JURISDICTION.

The exclusive tribunal for binding resolution of Disputed Claims valued at or less than the then current jurisdictional limits of the Small Claims Court. Venue for any Small Claims Court proceeding shall be the Small Claims Court designated for the geographic area of the Site.

8.1.4.2. SECTION 20104.4 DISPUTE RESOLUTION PROCEDURES; CLAIMS LESS THAN \$375,000.

Disputed Claims of \$375,000 or less and more than the then current Small Claims Court jurisdictional limits 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.

8.1.4.3. 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.

8.1.4.4. ATTORNEYS' FEES:

Except as expressly provided for in the Contract Documents, or authorized by the Laws, neither the District nor the Contractor shall recover from the other any attorneys' fees or other costs

associated with or arising out of any legal, administrative or other proceedings filed or instituted in connection with or arising out of the Contract Documents or the performance of either the District or the Contractor thereunder

8.2. AUDIT. The District shall have the right to review, audit, and to copy records and supporting documentation of the Contractor and Subcontractors relating to performance of the Contract. Contractor agrees to maintain such records for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated or required by the Laws. Contractor agrees to allow the District access to these records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Contractor agrees to include a similar right of the District to audit records and interview staff in any Subcontract.

8.3. GOVERNING LAW; INTERPRETATION; VENUE. This Contract is governed by the laws of the state of California and shall be interpreted as a whole and not in favor of the District or the Contractor. Venue for any legal proceeding shall be the Superior Court for the County in which the Site is situated at the Superior Court branch situated closest to the Site.

8.4. FORCE MAJEURE. The Contractor and District are excused from performance during the time and to the extent that they are prevented from obtaining, delivering, or performing by act of God, fire, strike, loss, or shortage of transportation facilities, lock-out, commandeering of materials, products, plants or facilities by the government, when satisfactory evidence thereof is presented to the other party, provided that it is satisfactorily established that the non-performance is not due to the fault or neglect of the party not performing.

8.5. 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 by this Contract, any right or obligation hereunder or any portion thereof.

8.6. DAYS: Unless otherwise stated in the Contract, all references to "days" shall be deemed references to calendar days.

8.7. TIME: Time is of the essence in performance and completion of obligations under the Contract.

8.8. NO ORAL MODIFICATIONS: The terms of the Contract shall be modified only by written instrument duly executed on behalf of the Contractor and District. No term or condition of the Contract shall be modified or amended except by a subsequent writing executed by the District and Contractor and approved or ratified by the District's Board. Verbal or oral modifications to the Contract are not enforceable.

8.9. NO DISTRICT WAIVER. District's waiver or delayed enforcement of any term, condition, covenant or obligation of the Contractor under the Contract Documents shall not: (i) constitute the District's waiver or modification of such term, condition, covenant or obligation; or (ii) limit, restrict or impair the District's enforcement of such term, condition, covenant or obligation.

8.10. PROVISIONS REQUIRED BY THE LAWS DEEMED INSERTED. Provisions required by the Laws to be incorporated into the Contract Documents are deemed incorporated herein and the Contract Documents shall be read and enforced as though such provisions are incorporated herein.

8.11. CONFLICTS/INCONSISTENCIES. In the event of conflict or inconsistency between the Contract and these Terms and Conditions ("Contract") and the terms of Contractor's Proposal, the terms of the Contract shall prevail over the Contractors Quote. It is further agreed that District's attachment of the Contractors Quote/Proposal shall not constitute a modification, amendment or limitation of any term or condition of the Contract unless such term or condition is expressly set forth in writing in this Contract.

8.12. SEVERABILITY. If any provision of this Contract is declared or determined by any court of competent jurisdiction to be illegal, invalid or unenforceable, the legality, validity or enforceability of the remaining parts, terms and provisions shall not be affected thereby, and said illegal, unenforceable or invalid part, term or provision will be deemed not to be a part of this Contract.

8.13. INDEPENDENT CONTRACTOR STATUS. While engaged in carrying out the terms and conditions of the Contract, the Contractor is an independent contractor, and not an officer, employee, agent, partner, or joint venture of the District.

8.14. NON-DISCRIMINATORY EMPLOYMENT PRACTICES. The Contractor and Subcontractors shall comply with District Policies prohibiting discriminatory practices against employees or prospective employees based on race, color, ancestry, national origin, religious creed, sex, age, sexual preference, marital status or other classification protected by the Laws. Contractor agrees to abide by this policy and to comply with Laws prohibiting discriminatory employment practices, including the California Fair Employment Practice Act.

8.15. ENTIRE CONTRACT. The Contract Documents contain the entire agreement and understanding between the District and the Contractor concerning the subject matter hereof, and supersedes and replaces all prior negotiations, proposed contracts or amendments, whether written or oral.

[END OF SECTION]

ATTACHMENT 1- RFB AVC2017/2018-15, TEMPORARY CONSTRUCTION SERVICES

ATTACHMENT 2- CONTRACTOR'S BID TO RFB AVC2017/2018-15,
TEMPORARY CONSTRUCTION SERVICES

**VERIFICATION OF CONTRACTOR AND
SUBCONTRACTORS' DIR REGISTRATION**

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

submitting the accompanying Quote Proposal for the Work described as **AAAA**.

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 _____, 20__.
3. If the expiration date of the Bidder's DIR Registration will occur prior to expiration of the Contract Time for the Work and the Bidder is awarded the Contract for the Work, prior to the Bidder's DIR Registration expiration, 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.
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 is a DIR registered contractor.
6. The Bidder has provided the DIR Registration Number for each subcontractor identified in the Bidder's Subcontractors' List or within twenty-four (24) hours of the opening of Bid Proposals for the Work, the Bidder will provide the District with the DIR Registration Number for each subcontractor identified in the Bidder's Subcontractors List.
7. The Bidder's solicitation of Subcontractor bids included notice to prospective Subcontractors that: (i) all sub-tier subcontractors must be DIR registered contractors at all times during performance of the Work; and (ii) prospective subcontractors may only solicit sub-bids from and contract with lower-tier subcontractors who are DIR registered contractors.
8. If any of the statements herein are false or omit material facts rendering a statement to be false or misleading, the Bidder's Bid Proposal is subject to rejection for non-responsiveness.
9. I have personal first hand-knowledge of all of the foregoing.

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

Executed this ____ day of _____, 20__ at _____.
(City and State)

(Signature)

(Name, typed or printed)

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.
3. The following information pertains to the Workers Compensation Insurance policy:

| | |
|--|--|
| Name of Insurer | |
| Policy No. | |
| Expiration Date | |
| Name, Address, Telephone, Fax and Email Address of contact for Insurer or Broker | |

I am authorized to execute this Certificate of Workers Compensation Insurance on behalf of the above-identified Contractor.

Dated: _____

By: _____

 (Contractor Name Printed or Typed)

DRUG-FREE WORKPLACE CERTIFICATION

I, _____, am the _____ of _____
(Print Name) (Title)

(Contractor Name)

I declare, state and certify to all of the following:

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.
 - D. 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: (i) the prohibition of any controlled substance in the workplace, (ii) establishing a drug-free awareness program, and (iii) 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.
3. Contractor and I understand that if the District determines that Contractor has either: (i) made a false certification herein, or (ii) 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.
4. 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____.
(City and State)

(Signature)

(Printed or Typed Name)

ASBESTOS AND OTHER HAZARDOUS MATERIALS CERTIFICATION

This Asbestos and Other Hazardous Materials Certification form is part of the Contract made by and between Antelope Valley Community College District ("District") and _____ ("Contractor") for the work of improvement commonly referred to as AAAA (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 _____.

Name of Contractor (Print or Type)

By: _____
Signature

Print Name

Title

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

I am the _____ for _____ in
(Superintendent/Project Manager) (Contractor)
connection with **AAAA**.

1. This Verification is submitted to Antelope Valley Community College District concurrently with the Contractor's submittal of an Application for Progress Payment to the District, identified as Application for Progress Payment No. _____ ("the Pay Application").
2. The Pay Application requests the District's disbursement of a Progress Payment for the value of Work _____ for the Project performed between _____, 20__ and _____, 20__.
3. 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.
4. 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.
5. 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.
6. 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. I executed this Certification on the ____ day of _____, 20__ at _____.
(City and State)

By: _____

(Typed or Printed Name)

CONTRACTOR CERTIFICATION OF SUBCONTRACTOR CLAIM

TO: ANTELOPE VALLEY COMMUNITY COLLEGE DISTRICT

**RE: AAAA (Project)
YYYY (Contractor)
ZZZZ (Subcontractor)
Subcontractor Claim**

This Contractor Certification of Subcontractor Claim is submitted by YYYY relating to AAAA to the District on behalf of ZZZZ.

I am the _____ of the Contractor in connection with the above-described Project.

The Subcontractor has submitted the accompanying Subcontractor Claim to the Contractor for presentation to the District pursuant to Public Contract Code §9204.

1. I have personally reviewed the entirety of the Subcontractor Claim and all substantiating documentation in support of the Subcontractor Claim.
2. The Subcontractor Claim is made by the Subcontractor in good faith.
3. The Subcontractor Claim is supported by reasonable documentation establishing entitlement to the relief requested and District liability therefor.
4. 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.).
5. 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.
6. 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)

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 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 **AAAA**.

WHEREAS, the Principal, has entered into an Contract with the Obligee for performance of the Work; the Contract 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 shall promptly, fully and faithfully perform 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 shall indemnify and save 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; 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.

In the event of the Obligee's termination of 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.

In the event the Surety fails to issue its Notice of Election to Obligee within the time provided for hereinabove, the Obligee 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 Obligee for all damages and costs sustained by the Obligee 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 Obligee 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.

[CONTINUED NEXT PAGE]

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 of all costs, expenses and fees incurred by the Obligee 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 VALLEY COMMUNITY COLLEGE DISTRICT** ("the Obligee") for payment of the penal sum 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 **AAAA**.

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 Unemployment Insurance Code §13020 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 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 §3250.

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.

[CONTINUED NEXT PAGE]

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)

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: _____

FIELD CONTRACT FOR SERVICES FOR TEMPORARY FENCING AND TEMPORARY POWER

This Field Contract For Services is made and entered into on Click here to enter a date. by and between Antelope Valley Community College District (“District”) and _____ (“Contractor”). In consideration of the mutual covenants set forth herein, the District and Contractor agree as follows:

1. **Project Scope of Work.** The Project is described as **AAAA**. The Contractor shall provide all work, labor, materials, equipment and services necessary to perform and complete the scope of Work described in Attachment 1 - Scope of Work (“Project”) in accordance with the requirements of this Contract.
2. **Compensation.** District agrees to pay Contractor a lump sum, fixed price amount of _____ Dollars (\$ _____) for completion of the Project (“Contract Price”).
3. **Contract Time and Liquidated Damages.** Contractor shall commence Project work on the date indicated in the Notice to Proceed issued by or on behalf of the District and shall complete the Work within _____ (____) calendar days after the commencement date for the Work (“Contract Time”). Failure to complete the Project within the Contract Time will subject the Contractor to Liquidated Damages at the per diem rate of _____ Dollars (\$ _____) until the Project is completed.
4. **Insurance Minimum Coverage Limits.** Minimum coverage limits for policies of insurance the Contractor is required to maintain during the Project are as follows:

| Policy of Insurance | Minimum Coverage Limit |
|--|-----------------------------------|
| 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: Choose an item. |
| | Aggregate: Choose an item. |
| Automobile Liability Insurance | Choose an item. |
| Contractor Pollution Liability Insurance | Per Occurrence: Choose an item. |
| | Aggregate: Choose an item. |
| Builder’s Risk “All-Risk” Insurance | Choose an item. |

5. **District Representative.** The District Representative for the Work is _____.
6. **Architect/Design Professional.** The Architect or Design Professional for the Work is _____.
7. **Contract Documents.** The Contract Documents consists of this Contract, the accompanying Contract Terms and Conditions, and the documents identified below.

| | |
|---|---|
| <ul style="list-style-type: none"> • Field Contract for Services; Terms and Conditions • Proposal • Subcontractors List • Non-Collusion Affidavit • Certificate of Worker’s Compensation Insurance • Drug-Free Workplace Certification • Contractor Certification of Subcontractor Claim • Insurance Certificates/Endorsements • Asbestos & Hazardous Materials Certification • DIR Registration Verification | <ul style="list-style-type: none"> • Community Workforce Agreement • Conditional/Unconditional Waiver & Releases • Drawings and Specifications, if any • Payment Bond • Performance Bond • RFB AVC2017/2018-15, Temporary Construction Services • Contractor’s Bid to RFB AVC2017/2018-15, Temporary Construction Services |
|---|---|

8. **Notices.** Notices of the District and Contractor to the other shall be transmitted via e-mail **and** U.S. Mail, postage pre-paid, as set forth below. The effective date of notices transmitted in accordance with this Contract shall be the day after the date of the e-mail transmission or the postmark, whichever is later. Notices under this Contract shall be addressed as follows:

| | |
|--|--|
| <p>If to the District: Antelope Valley Community College District Attention: _____ 3041 West Avenue K Lancaster, California 93536 Email: _____</p> | <p>If to the Contractor: _____ _____ _____</p> |
|--|--|

9. **Entire Agreement.** The Contract Documents identified in Paragraph 7 constitute the entire contract and understanding between District and Contractor relating to the subject matter hereof. The Contract Documents replace and supersede all prior contracts or negotiations, whether written or oral relating to the subject matter hereof. The Contract Documents shall not be modified except in a writing signed by the District and Contractor.

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.

The Contractor and District have executed this Contract as of the date set forth above.

| | |
|--|--|
| <p>Contractor's Legal Entity Name: _____</p> <p>Signature: _____</p> <p>Print Name/Title: _____</p> <p>Address: _____ Street Address _____ City, State and Zip Code</p> <p>Telephone: _____</p> <p>Email: _____</p> | <p>Antelope Valley Community College District</p> <p>Signature: _____ Ed Knudson, President</p> <p>REVIEWED BY:</p> <p>Signature: _____ Doug Jensen, Director of Facilities Services</p> <p>Signature: _____ Jared Simmons, Manager, M & O</p> <p>3041 West Avenue K Lancaster, CA 93536-5426 Phone: (661) 722-6480 Fax (661) 722-6514</p> |
|--|--|

FIELD CONTRACT FOR SERVICES; TERMS AND CONDITIONS

1. CONTRACTOR RESPONSIBILITIES

1.1. Labor, Materials and Services. The Contractor shall furnish all tools, equipment, apparatus, facilities, transportation, labor, and material necessary to complete the Project in accordance with the Contract Documents. Except for existing utility services at the Site made available to the Contractor by the District, the Contractor shall furnish all utilities necessary to complete the Project, including temporary utility distributions. The Work shall be completed in a high quality, workmanlike manner at such times and places as directed by and subject to the approval of the District Representative. All of the Work shall conform to the requirements of the Contract Documents and applicable laws, ordinances, rules and regulations ("the Laws"). If there are conflicts between any portions of the Contract Documents, the Contractor shall furnish and install the more stringent or higher quality requirements.

1.2. CONTRACTOR SUPERVISION.

1.2.1. Contractor 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 Project; directions, instructions or other communications to and with the Contractor's Superintendent are directions, instructions or communications to or with the Contractor.

1.2.2. Employee Competency and Discipline. The Contractor shall enforce strict discipline and good order among employees of the Contractor and Subcontractors at the Site. Personnel of the Contractor or any Subcontractor are subject to removal from the Site for violations of the Laws 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 assigned tasks. Identification badges are required for Site access. Personnel providing or performing any Work at the Site will be permitted access to the Site only if District-issued identification badges are worn.

1.2.3. District Policies; Noise, Drugs, Tobacco, and Alcohol. Use, possession, consumption or work under the influence of alcohol or illegal drugs at the Site is prohibited. District Board Policies prohibit the use of any form of tobacco products at the Site. Use of music/audio devices, including radios or wearing any headphone devices for entertainment while performing Work at the Site is prohibited. The Contractor shall implement measures to: (i) notify all personnel at the Site of such prohibitions and (ii) prevent violations of such prohibited conduct. The District expressly reserves the right to remove construction personnel violating the foregoing.

1.3. Labor Code Requirements.

1.3.1. DIR Registration. The Contractor and all Subcontractors must comply with the Labor Code §§1725.5 and 1771.1 and must be properly and currently registered with the California Department of Industrial Relations ("DIR") and qualified to perform public works pursuant to Labor Code section 1725.5 throughout the duration of the Project.

1.3.2. 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; and (ii) maintain complete and accurate payroll

records for workers engaged in the Work. 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 limits. Monitoring and enforcement of the prevailing wage laws and related requirements will be performed by the Labor Commissioner/ Department of Labor Standards Enforcement (DLSE).

1.3.3. Apprentices. Apprentices, if any, engaged in performing the Work shall be in strict conformity with applicable the Laws, including without limitation, Labor Code §§1777.5 through 1777.7, which are incorporated herein by this reference.

1.3.4. Permits and Licenses. Contractor and all of its employee or agents will secure and maintain in force such licenses and permits as are required by law, at Contractor's expenses, in connection with the furnishing of materials, supplies or Services listed in the Agreement.

1.4. Subcontractors. The Contractor is responsible for the acts, omissions and other conduct of Subcontractors and their employees, agents and representatives. Subcontracts between the Contractor and Subcontractors shall incorporate the Contract as far as such terms are applicable to the Subcontractor's work, including, without limitation, all indemnification, insurance, and warranty requirements. Subcontracts shall be made available to the District for review upon request of the District. All Subcontractors must: (i) comply with Labor Code §§ 1725.5 and 1771.1; (ii) be currently registered contractors with the California Department of Industrial Relations ("DIR"); and (iii) and qualified to perform public works pursuant to Labor Code §1725.5. Any Subcontractor who is not a DIR registered contractor shall be substituted in accordance with Labor Code §1771.1. Contractor shall submit a Subcontractors List for the Project on the form included in the Contract Documents. Subcontractors identified in the Subcontractors List shall not be replaced except in strict conformity with requirements of Public Contract Code §4107. The Contractor is responsible for all fees, costs or expenses (including attorneys' fees) incurred by the District to review, evaluate and respond to the Contractor's request to replace a listed Subcontractor. Subcontractors must be a California licensed contractor in the classification(s) required for the portions of the Project completed by the Subcontractor.

1.5. Property Damage. The Contractor is responsible for costs to repair, replace or correct damage or destruction to property arising during the Contractor's completion of Project Work, including without limitation, damage/destruction of other facilities/improvements, landscape materials and irrigation systems.

2. PROJECT SITE

2.1. Site Examination and Site Conditions. The Contractor has examined the Site and accepts conditions at the Site affecting the completion of the Project. By submitting a Proposal for the Project, the Contractor warrants and represents to the District that the Contractor has made all Site examinations that it deems necessary and that the pricing proposed in the Proposal is not subject to adjustment for conditions at the Site.

2.2. Safety and Security; Protection of Work and Property. The Contractor is solely responsible for safety at the Site,

including compliance with Laws pertaining to safety at the Site. Contractor shall comply with all District rules and regulations pertaining to safety, security and driving on school grounds, particularly when students are present. 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 all personal property items situated at the Site) to prevent theft, loss or damage. The District and District employees, officers, agents or representatives are not liable for loss, theft, damage or destruction of personal property items. The risk of such loss, theft, damage or destruction is solely that of the Contractor or Subcontractors.

2.3. Environmental and Hazardous Materials Responsibilities. The Contractor shall comply with Laws relating to construction waste management, materials re-use and/or recycling and the maintenance of records relating thereto. All activities of the Contractor relating to removal, transportation and/or disposal of any hazardous material shall be in strict compliance with the Laws, including compliance with requirements of manifests for the transportation and disposal of hazardous materials. The Contractor's failure to strictly comply with its obligations hereunder shall be a basis for the District's withholding of Contract Price disbursements until the Contractor has complied and performed its obligations hereunder. Upon completion of the Project, the Contractor shall complete, execute and submit to the District the form of Asbestos and Hazardous Materials Certification included with the Contract Documents.

2.4. Clean-Up. The Contractor shall remove and legally dispose of all waste materials and other debris from the Site. The Site shall be in maintained in a neat, orderly and "broom clean" condition. At completion of the Project, the Contractor shall: (i) remove all temporary facilities and installations; and (ii) clean all surfaces, fixtures, equipment at the Site. If the Contractor fails to complete clean up responsibilities, the District may do so, and all costs shall be charged to the Contractor; the District may deduct such costs from the Contract Price then or thereafter due the Contractor.

2.5. Occupancy. The District reserves the right to occupy existing facilities and improvements in, at or about the Site at any time before completion of the Project. The District's occupancy does not constitute acceptance or approval of any part of the Project and will not extend the Contract Time nor relieve the Contractor of any duties or responsibilities under this Contract.

2.6. Emergencies. In an emergency affecting life, life safety, property damage, the Work or adjoining property, Contractor, without special instruction or authorization from District, shall take such actions reasonably necessary to prevent such threatened loss or injury. Contractor shall immediately report in writing to the District Representative if such action is taken.

3. PROJECT REQUIREMENTS

3.1. District Site Access. The District and the District's employees, agents or representatives shall at all times have access to the Site and the Project. The Contractor shall provide safe and proper facilities for such access.

3.2. Construction Schedule. If the Contract Time is more than thirty (30) calendar days, the Contractor shall prepare a Construction Schedule in such form and format required 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 Contract Documents. 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 Project progress. The Contractor's Construction Schedule shall be submitted to the District for review and acceptance. The Contractor shall complete Project Work in accordance with the District accepted Construction Schedule.

3.3. 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 seven (7) 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 is 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 is 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.

3.4. Contractor Warranty. If within one (1) year, or such other period set forth in the Contract Documents, any part of the Project or workmanship is found defective or not in compliance with the Contract Documents, the Contractor shall promptly correct, repair or replace such part of the Project or workmanship. If the Contractor fails to do so, the District may take necessary action to correct, replace or repair such Work or workmanship at the cost and expense of the Contractor. The surety issuing the Performance Bond is liable for correction, repair or replacement of defective/non-conforming parts of the Project or workmanship if the Contractor fails or refuses to perform in accordance with the preceding.

3.5. Manufacturer Warranties. The Contractor shall, prior to the release of retention, provide the District Representative with hard copies of all manufacturer warranties for all equipment and materials furnished, installed and incorporated into the Project.

3.6. Community Workforce Agreement ("CWA"). The District has entered into the CWA with the Los Angeles and Orange Counties Building and Construction Trades Council which is applicable to the Work. The Contractor, all Subcontractors are bound by and subject to the terms of the CWA. Each Subcontractor shall execute and deliver the Letter of Assent incorporated into Contract as Attachment 3 prior to the Subcontractor performance of Work.

3.6.1. Labor. Except for "core employees" as defined in the CWA, labor for the craft trades represented by the union signatories to the CWA will be referred to the Contractor and Subcontractors by the signatory unions in accordance with the CWA and the form of Craft Referral included as Attachment C to

the CWA. Laborers are subject to drug tests in accordance with the CWA.

3.6.2. Wages and Benefits. Wages and benefits for craft labor in the craft trades represented by the CWA union signatories shall be in accordance with the CWA.

3.6.3. Community Workforce Coordinator. Pursuant to the CWA, the District has designated a Community Workforce Coordinator who shall have the duties, rights and authority established in the CWA. The Contractor and Subcontractors shall comply with directives of the Community Workforce Coordinator issued under the CWA.

4. CONTRACT PRICE.

4.1. Contract Time Less Than Sixty (60) Days. If the Contract Time is sixty (60) days or less, the District will make payment of the Contract Price upon completion of the Project, the Contractor's full performance of all other obligations under the Contract Documents and the Contractor's submission of a properly itemized invoice and duly executed Verification of Certified Payroll Records Submittal to Labor Commissioner. Upon receipt of thereof, the District Representative will promptly verify that the Project 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.

4.2. Contract Time More Than Sixty (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 Project 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 after District's approval of the Application for Payment, Contractor shall be paid a sum equal to ninety-five percent (95%) of the value of the Work performed (as verified by the District) up to the last day of the previous month, less the aggregate of previous payments and amount to be withheld. Within sixty (60) days of completion of all Project Work and all of the Contractor's obligations hereunder, amounts previously retained from prior invoices will be released to the Contractor. Payment of the Contract Price, or any portion thereof, is conditioned upon: (i) the Contractor's preparation of a Schedule of Values for review and acceptance by the District's Representative, if required; (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; and (iii) delivery of Certified Payroll records of the Contractor and Subcontractors to the CWA Coordinator.

4.3. Certified Payroll Records. Pursuant to California Labor Code §1776, the Contractor and each Subcontractor shall maintain Certified Payroll Records for labor employed by them to complete Project Work including: name, address, social security number, wage rates, work classification/trades, straight time and overtime hours worked each day and week, actual per diem wages paid.

4.4. District Deducts and Withholds from Contract Price. The District may deduct from the Contract Price and withhold disbursement of the Contract Price for any of the following: (i) Liquidated Damages; (ii) sums expended by the District to perform the Contractor's obligations under the Contract Documents; (iii) defective or non-conforming Project Work not

remedied; (iv) stop payment notice claims; (v) reasonable doubt that the Project can be completed for the unpaid balance of the Contract Price or within the Contract Time; (vi) unsatisfactory prosecution of the Project Work; (vii) unauthorized deviations from requirements of the Contract Documents; (ix) losses, damages or costs arising out of the Contractor's default or breach of obligations; and (x) any other sums which the District is entitled or required to withhold from the Contractor the Contract Documents or the Laws. The failure by the District to deduct any of these sums from a progress payment shall not constitute a waiver of the District's right to such sums.

5. CHANGES

5.1. District Authority. The District may direct Changes within the general scope of Project Work. Changes authorized or directed by the District shall be reduced to a written Change Order in the form and content prepared by or on behalf of the District. Adjustments to the Contract Price for District authorized Changes shall be limited to the actual costs of labor, materials, equipment or services necessary to complete the Change. All other costs associated with a Change, including without limitation profit, overhead/administrative costs and impacts are fully compensated by the mark-up established in the Contract Documents on direct costs of a Change. The Contractor shall provide the District with all information requested to substantiate the cost of a Change. The Contractor shall submit, prior to approval of a Change Order, its request for adjustment of the Contract Time (if any) along with data substantiating the Contractor's right to adjustment of the Contract Time and the extent of such adjustment. If Contractor fails to strictly comply with the preceding the Contractor shall be deemed to have waived any right to adjustment of the Contract Time.

5.2. Construction Change Directive ("CCD"). The District may direct a Change prior to and without issuance of a Change Order by a Construction Change Directive ("CCD"). The Contractor shall: (i) promptly commence and complete changes incorporated into a CCD; and (ii) maintain detailed contemporaneous records of labor, materials and equipment incorporated into or consumed in completing a CCD. Adjustment of the Contract Price or Contract Time on account of a CCD shall be determined in accordance with the Contract Documents and incorporated into a Change Order.

5.3. Mark-Ups on Changes. The mark-up on direct costs for a Change directed or authorized by the District for all overhead (including home and field office overhead), general conditions costs, impacts of the Change and profit, shall not exceed the percentage of allowable direct actual costs for performance of the Change as set forth below.

5.3.1. Subcontractor Performed Changes. For the portion of a Change performed by Subcontractors, the mark-up on actual direct labor and materials costs incurred the Subcontractors is Ten Percent (10%). In addition, the Contractor may add an amount equal to Five Percent (5%) of the Subcontractors actual direct labor and materials costs; the Contractor's mark-up shall not be applied to the Subcontractors mark-up.

5.3.2. Contractor Performed Changes. For the portion of any Change performed by the Contractor's own forces, the mark-up on the allowable actual direct labor and materials costs of such portion of a Change is Fifteen Percent (15%).

5.3.3. Exclusions from Mark-Up of Actual Costs. Mark-ups on the actual cost of materials/equipment incorporated into a Change or for purchase/rental of Construction Equipment shall not be applied to any portion of such costs which are for sales,

use or other taxes arising out of the purchase of materials/equipment and/or for purchase/rental of Construction Equipment.

5.4. Correction Of Errors. Contractor shall perform, at its own cost and expense and without reimbursement from the District, any work necessary to correct errors or omissions which are caused by the Contractor's failure to comply with the plans and specifications or the applicable standard of care.

6. INSURANCE AND INDEMNITY

6.1. Indemnification. To the furthest extent permitted by law, the Contractor shall indemnify, defend, and hold harmless the District and its governing board, officers, employees, agents, and volunteers ("Indemnified Parties") from and against any and all liabilities, demands, claims, actions, causes of action (including cost of defense, settlement, and reasonable attorneys' fees) (collectively "Claims") which arise out of the negligent, grossly negligent or willful conduct of the Contractor, Subcontractors or the employees, agents or representatives of the Contractor or Subcontractors, including without limitation, Claims for bodily injuries (including death) to any person, damage (including theft or loss of use) to any property, Stop Payment Notice claims and other economic losses, damages or injuries. The Contractor's obligations hereunder shall survive completion of the Work or termination of the Contract until barred by the applicable statute of limitations. The obligations of the Performance Bond Surety include assumption of the Contractor's obligations hereunder if the Contractor fails or refuses to do so.

6.2. Insurance. The Contractor and Subcontractors shall maintain in force during performance of the Work the following policies of insurance:

6.2.1. Workers Compensation. The Workers Compensation insurance shall cover claims under workers' or workmen's compensation, disability benefit and other similar employee benefit acts which are applicable to the Work.

6.2.2. Employers' Liability. The Employer's Liability Insurance shall cover bodily injury (including death) by accident or disease to any employee which arises out of the employee's employment by Contractor. The Employer's Liability Insurance may be obtained as a separate policy of insurance or as an additional coverage under the Workers' Compensation Insurance policy.

6.2.3. Commercial General Liability Insurance. The General Liability insurance policies shall cover personal injury, bodily injury, death, other injury and property damage losses.

6.2.4. Contractor's Pollution Liability. The Contractor Pollution Liability policy shall cover losses for bodily injury, property damage, defense, and cleanup as a result of pollution conditions (sudden/accidental and gradual) arising from contracting operations performed by or on behalf of the Contractor, except for fungus/spore coverage.

6.2.5. Automobile Liability. The Automobile Liability insurance shall cover losses for bodily injury, death or property damage arising out of use or operation of owned, non-owned and hired vehicles.

6.2.6. Builders' Risk. If required, the Builders' Risk insurance shall cover all risks of direct physical loss basis, or an amount equal to the full completed value the Project Work. The Builders Risk policy deductible shall not exceed \$250,000 for each loss.

6.2.7. Minimum Coverage Limits. Each required policy of insurance shall be in at least the minimum coverage limit set forth in the Contract.

6.2.8. Certificates of Insurance. Before commencing the Work, the Contractor and its Subcontractors shall provide to the District Representative certificate(s) of insurance and endorsements establishing conformity to insurance coverage requirements. No Work is permitted at the Site until the Contractor delivers Certificates of Insurance to the District Representative evidencing insurance policies/coverages required by the Contract. The Contract Time is not subject to extension for the Contractor's delayed delivery of Certificates of Insurance to the District Representative.

6.3. Policy Requirements. The policies of insurance obtained by the Contractor and Subcontractors shall not be amended or modified and the coverage amounts shall not be reduced without at least thirty (30) days advance written notice to the District. Except for workers compensation insurance, the District must be named as an additional insured on all policies. The Contractor's policies are primary; any insurance carried by the District are only secondary and supplemental. All endorsements must waive any right to subrogation against any of the named additional insureds. All policies must be written on an occurrence form.

6.4. Payment Bond and Performance Bond. The Contractor shall not commence the Work until it has provided to the District, a Labor and Materials Payment Bond and a Performance Bond issued by a California Admitted Surety Insurer, each in a penal sum equal to the Contract Price. The form and content of Bonds are incorporated into the Contract Documents. The Contract Time is not subject to adjustment for Contractor delay in submitting the Bonds to the District Representative.

7. TERMINATION AND SUSPENSION

7.1. Termination for Contractor Default. The Contractor's failure to fully and timely perform its obligations under the Contract Documents or to strictly comply with terms and conditions 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 commences, and diligently thereafter prosecutes to completion, all required actions to cure such default(s), the Contract is 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 are liable to the District for all losses, costs and damages arising out of the Contractor's default and costs to complete the Project Work which exceeds the remaining Contract Price at the time of termination.

7.2. District Termination for Convenience. The District may terminate the Contract, in whole or in part, 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; no payment shall be made or due from the District for the unperformed portion of the Project Work.

7.3. Suspension. The District may by written directive to the Contractor, suspend the Project Work, in whole or in part, for

such time as determined by the District. Upon issuance of such directive, the Contractor shall take action as directed to protect work in place, materials/equipment at the Site and other actions relating to Project Work in place, in progress, in storage, in transit or in fabrication ("Contractor Suspension Activities"). The Contractor shall resume Project Work as directed by the District. The District's suspension of Project Work shall not result in adjustment of the Contract Price, except for the direct costs of Contractor Suspension Activities. The Contract Time will be equitably adjusted for District directed suspension of Project Work.

8. CLAIMS RESOLUTION

8.1. 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 or the Work, the Contractor shall continue to diligently prosecute and complete Work pending resolution of any such claim, dispute, disagreement or matter in controversy.

8.2. Section §9204 Claims Resolution Procedures

8.2.1. 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.

8.2.2. Subcontractor Claims. Subcontractor Claims are subject to Section 9204 Procedures, as modified herein. The District's review of Subcontractor Claims is expressly subject to the Contractor's submittal of a duly completed and executed form of Contractor Certification of Subcontractor Claim certifying that the Contractor has thoroughly reviewed the Subcontractor Claim and based on the Contractor's review, certify that: (i) the Subcontractor Claim is made by the Subcontractor in good faith; (ii) the Subcontractor Claim is supported by reasonable documentation establishing entitlement to the relief requested and District liability therefor; and (iii) 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). The form of Contractor Certification of Subcontractor Claim is included in the Contract Documents.

8.2.3. 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.

8.3. 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.

8.4. Section 20104.4 Dispute Resolution Procedures; Binding Arbitration. Disputed Claims of \$375,000 or less shall be resolved in accordance with Section 20104.4 Dispute Resolution

Procedures. Mediation conducted pursuant to Section 9204 Procedures shall excuse Section 20104.4 Dispute Resolution Procedures for mediation after litigation has been commenced. Disputed Claims exceeding \$375,000 shall be resolved by binding arbitration conducted under the Construction Arbitration Rules and Procedures of Judicial Arbitration Mediation Services ("JAMS") in effect as of the date that a Demand for Arbitration is filed, except as expressly modified herein. The locale for any arbitration commenced hereunder shall be the regional office of the JAMS closest to the Site.

8.5. 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.

8.6. Attorneys' Fees. Except as expressly provided for in the Contract Documents, or authorized by the Laws, neither the District nor the Contractor shall recover from the other any attorneys' fees or other costs associated with or arising out of any legal, administrative or other proceedings filed or instituted in connection with or arising out of the Contract Documents or the performance of either the District or the Contractor thereunder.

9. MISCELLANEOUS

9.1. Audit. The District shall have the right to review, audit, and to copy records and supporting documentation of the Contractor and Subcontractors relating to performance of the Contract. Contractor agrees to maintain such records for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated or required by the Laws. Contractor agrees to allow the District access to these records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Contractor agrees to include a similar right of the District to audit records and interview staff in any Subcontract.

9.2. Governing Law; Interpretation; Venue. This Contract is governed by the laws of the state of California and shall be interpreted as a whole and not in favor of the District or the Contractor. Venue for any legal proceeding shall be the Superior Court for the County in which the Site is situated at the Superior Court branch situated closest to the Site.

9.3. Force Majeure. The Contractor and District are excused from performance during the time and to the extent that they are prevented from obtaining, delivering, or performing by act of God, fire, strike, loss, or shortage of transportation facilities, lock-out, commandeering of materials, products, plants or facilities by the government, when satisfactory evidence thereof is presented to the other party, provided that it is satisfactorily established that the non-performance is not due to the fault or neglect of the party not performing.

9.4. 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 by this Contract, any right or obligation hereunder or any portion thereof.

9.5. Days. Unless otherwise stated in the Contract, all references to "days" shall be deemed references to calendar days.

9.6. Time. Time is of the essence in performance and completion of obligations under the Contract.

9.7. No Oral Modifications. The terms of the Contract shall be modified only by written instrument duly executed on behalf of the Contractor and District. No term or condition of the Contract shall be modified or amended except by a subsequent writing executed by the District and Contractor and approved or ratified by the District's Board. Verbal or oral modifications to the Contract are not enforceable.

9.8. No District Waiver. District's waiver or delayed enforcement of any term, condition, covenant or obligation of the Contractor under the Contract Documents shall not: (i) constitute the District's waiver or modification of such term, condition, covenant or obligation; or (ii) limit, restrict or impair the District's enforcement of such term, condition, covenant or obligation.

9.9. Provisions Required by the Laws Deemed Inserted. Provisions required by the Laws to be incorporated into the Contract Documents are deemed incorporated herein and the Contract Documents shall be read and enforced as though such provisions are incorporated herein.

9.10. Conflicts/Inconsistencies. In the event of conflict or inconsistency between the Contract and these Terms and Conditions and the terms of Contractor's Proposal, the terms of the Contract shall prevail over the Contractors' Proposal. It is further agreed that District's attachment of the Contractors Quote/Proposal shall not constitute a modification, amendment or limitation of any term or condition of the Contract unless such term or condition is expressly set forth in writing in this Contract.

9.11. Severability. If any provision of this Contract is declared or determined by any court of competent jurisdiction to be illegal, invalid or unenforceable, the legality, validity or enforceability of the remaining parts, terms and provisions shall not be affected thereby, and said illegal, unenforceable or invalid part, term or provision will be deemed not to be a part of this Contract.

9.12. Independent Contractor Status. While engaged in carrying out the terms and conditions of the Contract, the Contractor is an independent contractor, and not an officer, employee, agent, partner, or joint venture of the District.

9.13. Non-Discriminatory Employment Practices. The Contractor and Subcontractors shall comply with District Policies prohibiting discriminatory practices against employees or prospective employees based on race, color, ancestry, national origin, religious creed, sex, age, sexual preference, marital status or other classification protected by the Laws. Contractor agrees to abide by this policy and to comply with Laws prohibiting discriminatory employment practices, including the California Fair Employment Practice Act.

9.14. Entire Contract. The Contract Documents contain the entire agreement and understanding between the District and the Contractor concerning the subject matter hereof, and supersedes and replaces all prior negotiations, proposed contracts or amendments, whether written or oral.

[END OF SECTION]

ATTACHMENT 1- RFB AVC2017/2018-15, TEMPORARY CONSTRUCTION SERVICES

ATTACHMENT 1- RFB AVC2017/2018-15, TEMPORARY CONSTRUCTION SERVICES

ATTACHMENT 2- CONTRACTOR'S BID TO RFB AVC2017/2018-15,
TEMPORARY CONSTRUCTION SERVICES

**ATTACHMENT 3
CWA LETTER OF ASSENT**

[Contractor's Letterhead]

Community Workforce Coordinator
C/O Antelope Valley College
3041 West Ave K
Lancaster, CA 93536

Attn: Community Workforce Coordinator

Re: Community Workforce Agreement - Letter of Assent

Dear Sir:

This is to confirm that [name of company] agrees to be party to and bound by the Antelope Valley College Community Workforce Agreement effective _____ 2017, as such Agreement may, from time to time, be amended by the negotiating parties or interpreted pursuant to its terms. Such obligation to be a party and bound by this Agreement shall extend to all work covered by the Agreement undertaken by this Company on the project and this Company shall require all of its contractors and subcontractors of whatever tier to be similarly bound for all work within the scope of the Agreement by signing and furnishing to you an identical Letter of Assent prior to their commencement of work.

Sincerely,

[Name of Construction Company]

By: _____

Name: _____

Title: _____

Contractor State License No. _____

**VERIFICATION OF CONTRACTOR AND
SUBCONTRACTORS' DIR REGISTRATION**

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

submitting the accompanying Quote Proposal for the Work described as **AAAA**.

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 _____, 20_____.
3. If the expiration date of the Bidder's DIR Registration will occur prior to expiration of the Contract Time for the Work and the Bidder is awarded the Contract for the Work, prior to the Bidder's DIR Registration expiration, 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.
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 is a DIR registered contractor.
6. The Bidder has provided the DIR Registration Number for each subcontractor identified in the Bidder's Subcontractors' List or within twenty-four (24) hours of the opening of Bid Proposals for the Work, the Bidder will provide the District with the DIR Registration Number for each subcontractor identified in the Bidder's Subcontractors List.
7. The Bidder's solicitation of Subcontractor bids included notice to prospective Subcontractors that: (i) all sub-tier subcontractors must be DIR registered contractors at all times during performance of the Work; and (ii) prospective subcontractors may only solicit sub-bids from and contract with lower-tier subcontractors who are DIR registered contractors.
8. If any of the statements herein are false or omit material facts rendering a statement to be false or misleading, the Bidder's Bid Proposal is subject to rejection for non-responsiveness.
9. I have personal first hand-knowledge of all of the foregoing.

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

Executed this ____ day of _____, 20____ at _____.
(City and State)

(Signature)

(Name, typed or printed)

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.
3. The following information pertains to the Workers Compensation Insurance policy:

| | |
|--|--|
| Name of Insurer | |
| Policy No. | |
| Expiration Date | |
| Name, Address, Telephone, Fax and Email Address of contact for Insurer or Broker | |

I am authorized to execute this Certificate of Workers Compensation Insurance on behalf of the above-identified Contractor.

Dated: _____

By: _____

 (Contractor Name Printed or Typed)

DRUG-FREE WORKPLACE CERTIFICATION

I, _____, am the _____ of
(Print Name) (Title)

(Contractor Name)

I declare, state and certify to all of the following:

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.
 - D. 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: (i) the prohibition of any controlled substance in the workplace, (ii) establishing a drug-free awareness program, and (iii) 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.
3. Contractor and I understand that if the District determines that Contractor has either: (i) made a false certification herein, or (ii) 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.
4. 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 ____.
(City and State)

(Signature)

(Printed or Typed Name)

ASBESTOS AND OTHER HAZARDOUS MATERIALS CERTIFICATION

This Asbestos and Other Hazardous Materials Certification form is part of the Contract made by and between Antelope Valley Community College District ("District") and _____ ("Contractor") for the work of improvement commonly referred to as **AAAA** (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 _____.

Name of Contractor (Print or Type)

By: _____
Signature

Print Name

Title

CONTRACTOR CERTIFICATION OF SUBCONTRACTOR CLAIM

TO: ANTELOPE VALLEY COMMUNITY COLLEGE DISTRICT

**RE: AAAA (Project)
YYYY (Contractor)
ZZZZ (Subcontractor)
Subcontractor Claim**

This Contractor Certification of Subcontractor Claim is submitted by YYYY relating to AAAA to the District on behalf of ZZZZ.

I am the _____ of the Contractor in connection with the above-described Project.

The Subcontractor has submitted the accompanying Subcontractor Claim to the Contractor for presentation to the District pursuant to Public Contract Code §9204.

1. I have personally reviewed the entirety of the Subcontractor Claim and all substantiating documentation in support of the Subcontractor Claim.
2. The Subcontractor Claim is made by the Subcontractor in good faith.
3. The Subcontractor Claim is supported by reasonable documentation establishing entitlement to the relief requested and District liability therefor.
4. 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.).
5. 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.
6. 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)

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 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 **AAAA**.

WHEREAS, the Principal, has entered into an Contract with the Obligee for performance of the Work; the Contract 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 shall promptly, fully and faithfully perform 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 shall indemnify and save 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; 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.

In the event of the Obligee’s termination of 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.

In the event the Surety fails to issue its Notice of Election to Obligee within the time provided for hereinabove, the Obligee 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 Obligee for all damages and costs sustained by the Obligee 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 Obligee 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.

[CONTINUED NEXT PAGE]

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 of all costs, expenses and fees incurred by the Obligee 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 VALLEY COMMUNITY COLLEGE DISTRICT** (“the Obligee”) for payment of the penal sum 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 **AAAA**.

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 Unemployment Insurance Code §13020 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 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.

[CONTINUED NEXT PAGE]

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)

**CONDITIONAL WAIVER AND RELEASE ON PROGRESS PAYMENT
(Civil Code §8132)**

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: Antelope Valley Community College District
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

The undersigned is authorized to execute this Conditional Waiver and Release on Progress Payment on behalf of the Claimant.

(Signature)

(Title)

(Date)

**UNCONDITIONAL WAIVER AND RELEASE ON PROGRESS PAYMENT
(Civil Code §8134)**

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: Antelope Valley Community College District
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

The undersigned is authorized to execute this Unconditional Waiver and Release on Progress Payment on behalf of the Claimant.

(Signature)

(Title)

(Date)

**CONDITIONAL WAIVER AND RELEASE ON FINAL PAYMENT
(Civil Code §8136)**

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: Antelope Valley Community College District

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

The undersigned is authorized to execute this Conditional Waiver and Release on Final Payment on behalf of the Claimant.

(Signature)

(Title)

(Date)

**UNCONDITIONAL WAIVER AND RELEASE ON FINAL PAYMENT
(Civil Code §8138)**

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: Antelope Valley Community College District

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

The undersigned is authorized to execute this Unconditional Waiver and Release on Final Payment on behalf of the Claimant.

(Signature)

(Title)

(Date)