REQUEST FOR PROPOSAL – PROJECTS $0 to $200,000

1.0 NOTICE TO PROPOSERS

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6.0 PROJECT SCOPE

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PROJECT: Bakersfield College Campus Center (ABC Building) (28F763) 2nd Floor Soundproofing Measure J Project
Kern Community College District

1.0 NOTICE TO PROPOSERS
Request for Proposal

DATE: January 3, 2022

TO: Qualified Proposers

FROM: Kern Community College District
Bakersfield College
1801 Panorama Dr.
Bakersfield, CA 93305

PROJECT: Bakersfield College Campus Center (ABC Building) (28F763) 2nd Floor Soundproofing Measure J Project

PROJECT DESCRIPTION: 2nd floor soundproofing.

PROJECT DURATION: Contractor will order materials within five (5) calendar days of award of contract. Upon arrival of materials, contractor will complete all site work within five (5) consecutive calendar days.

PROPOSAL DATE/TIME: Wednesday, January 19, 2022 at 2:00 PM

PROPOSAL LOCATION: MEASURE J PROGRAM MANAGEMENT TEAM
Bakersfield College
Levinson Hall, Room 39
1801 Panorama Dr.
Bakersfield, CA 93305
Attn: Ralph Burnette

BID SECURITY BOND: Required 10% Bid Bond if proposal is $60,000 or over.

PERFORMANCE AND PAYMENT BOND: Required if proposal is $25,000 or over.

PREVAILING WAGE PROJECT: Yes

LICENSE REQUIRED: C-2 or C-9

CONTRACT DOCUMENTS AND SPECIFICATIONS MAY BE OBTAINED AT ADDRESS BELOW:
Measure J Program Management Office
Bakersfield College
Levinson Hall, Room 39
Bakersfield, CA 93305
CONTACT PERSON: Ralph Burnette
ralph.burnette@parsons.com
(661) 912-5944

NON-MANDATORY SITE VISIT: Friday, January 7, 2022 at 2:30 PM.

Meet at:

Measure J Program Management Office
Bakersfield College
Levinson Hall, Room 39
Bakersfield, CA 93305

Masks are required to be worn while on the Bakersfield College campus.

QUESTIONS DEADLINE: Tuesday, January 11, 2022 at 2:00 PM
Submit questions to ralph.burnette@parsons.com
2.0 INSTRUCTIONS TO PROPOSER

PART 1 - GENERAL

A. SECURING DOCUMENTS:
1. Contractors obtaining these plans and project manual for the purpose of submitting proposals for this work shall notify the District of their intentions, together with mailing address and telephone number, so they may be fully advised of any addenda to the construction documents being figured, or of any corrections, additions or omissions. Failure to so notify the District will make the contractor liable for the inclusion of all information according to the addenda in this contract, whether received or not.
2. Construction documents will not be issued to contractors who are not licensed to do business in the State of California, and the District will not consider or accept any proposal or proposals from such contractors.
3. Proposers shall have a generally recognized record for satisfactory execution of contracts of a similar size and character.

B. EXAMINATION OF PROPOSAL DOCUMENTS:
1. Each proposer shall examine the proposal documents carefully prior to date for receipt for proposals, shall make written request for interpretation and/or correction of any ambiguity, inconsistency or error therein which he may discover. Any interpretation and/or correction will be issued as an Addendum. Only a written interpretation and/or correction by Addenda shall be binding. No proposer shall rely upon any interpretation and/or correction given by any other method.
2. By submitting a proposal, the proposer implies that he has thoroughly investigated and is satisfied as to the character quality and quantities of work to be performed and materials to be furnished, and as to all the stipulations and requirements of the Contract and construction documents.
3. The Proposer shall diligently investigate existing conditions to ascertain work required and include all necessary cutting and patching and refinishing in his proposal. He shall provide for and exercise every precaution to protect the existing facilities against dust, dirt, water, trash, interruption of personnel activities, etc., due to operations under this Contract.
4. The District will not be responsible for any omissions, errors, etc., which may result from the Contractor's procurement of incomplete documents. It shall be the Contractor's responsibility to review and ascertain all of the required work, materials, etc., to be provided by him in performing all work as required and/or called for by the Contract Documents.

C. INTERPRETATION OF DOCUMENTS:
Should a proposer find discrepancies in, and/or omissions from the drawings and specifications, and/or should he be in doubt as to their meaning, he shall at once notify the District and should it be found necessary, a written addendum or clarification will be sent to all Proposers. The District will not be responsible for oral instructions.
1. Questions during proposals shall be submitted in writing to District’s designated office. Fax copies will be accepted.
2. No questions will be answered two (2) working days prior to proposal opening.
3. E-mail questions will be accepted.

D. PROPOSALS:
Proposals to receive consideration shall be made in accordance with the following instructions:

1. Proposals shall be made upon the proposal forms, properly executed and with all items filled out; numbers shall be stated both in writing and in figures. The complete proposal form shall be without alterations to content, form, and scope project; and the signatures of all persons signing shall be in longhand and original wet signatures.

2. Alternate proposals will not be considered unless called for. No oral, telegraphic or telephonic proposals or modifications will be considered.

3. Before submitting proposals for this work, including RFP's, each proposer will be held to have examined the project premises and satisfied himself as to the existing conditions under which he will be obliged to operate, and that no changes will be made subsequently in this connection or in behalf of the Contractor for any error or negligence on his part, and he shall include in the proposal a sum to cover the cost of all items included in the contract and/or subsequent RFP’s. No additional cost will be considered for price increases of any materials, labors, methods and/or procedures. The Contractor shall make allowances for any and all price changes occurring during this project from proposal through final completion and project acceptance by District.

4. Proposals will be delivered to the District at locations and time noted on "Bid Proposal" on or before the day and hour set for the opening of proposals. Proposal forms shall be enclosed in an envelope, and bear the title of work and the name of the proposer. It is the sole responsibility of the proposer to see that his proposal is received in proper time and location. Any proposal received after the schedule closing time for receipt of proposals will be returned to the proposer unopened.

5. Each proposer shall include with Proposal a Non-Collusion Affidavit, Prevailing Wage Compliance Certificate, required bond documents, and Certification of Workmen's Compensation to be executed by proposer and submitted with proposal. Form is included in “Bid Proposal” section. Form shall be fully executed and included with Proposal.

6. General Information:
   a. The District reserves the right to reject any or all proposals and/or waive any irregularities or informalities in any proposals and/or in the proposals process.
   b. The District has determined the general prevailing rate of per diem wages in the locality in which this work is to be performed for each craft or type of worker needed to execute this Contract. These rates are available on the Internet at the following address: www.dir.ca.gov/DLSR/statistics_research.html. Copies may be downloaded by the Contractor.
   c. The schedule of per diem wages is based upon a working day of eight hours. The rate for holiday and overtime work shall be at least time and one half.
   d. It shall be mandatory upon the Contractor to whom the Contract is awarded (Contractor), and upon any subcontractor under him, to pay not less than the specified rates to all workers employed by them in the execution of the Contract. It is Contractor's responsibility to determine any rate change which may have or will occur during the intervening period between each issuance of written rates by the Director of Industrial Relations.
   e. If awarded, proposal will be awarded to the lowest qualified proposal.

E. WITHDRAWAL OF PROPOSAL:
Proposals may be withdrawn by the Proposer prior to, but not later than, the time fixed for opening of proposals.

F. CORPORATION AS PROPOSER:
BAKERSFIELD COLLEGE
CAMPUS CENTER (ABC BUILDING) (28F763)
2ND FLOOR SOUNDPROOFING
In case a proposal is submitted by a corporation, it shall be signed in the name of such corporation by a duly authorized officer or agent thereof.

G. **SALES TAXES:**
Sales taxes and any or all taxes and any other City, County, State, or Federal, except property taxes shall be included in the proposal. All proposals shall include all license fees, permit fees, and other fees to complete this project. See herein for permits, inspections, and assessments required for this project.

H. **ADHERENCE:**
No proposal will be considered that does not strictly adhere to all requirements of these instructions to Proposers.

I. **PROPOSALS TO BE ACCEPTED BY DISTRICT:**
The successful contractor shall be determined by the lowest total aggregate proposal of any or all proposals accepted by the District. The District reserves the right to select the proposals and/or aggregate of proposals it deems advantageous to the District.

J. **AWARD OR REJECTION OF PROPOSALS:**
The contract shall be awarded to the responsible proposer complying with these instructions. The District reserves the right to reject any and all proposals and to waive any informality or irregularity in proposals received. The award, if made, will be made within sixty (60) calendar days after the opening of the proposals.

K. **EXAMINATION OF SITE:**
The Proposer shall carefully examine the site of the contemplated work prior to submitting a proposal and shall have satisfied himself as to the existing conditions and the conditions under which he will be obligated to operate, and/or that will in any manner affect the work under the contract. No allowance will be made subsequently in this connection for items that could be reasonably be inferred to be required to complete project scope from a careful examination of site of the contemplated work.

L. **ADDENDA AND BULLETINS:**
Any addenda or bulletin items issued during the time of proposals shall be an integral part of the Contract Documents used by the Proposer for the preparation of his proposal, all items of addenda and/or bulletins shall be included in the Proposal and shall be made part of the Contract. Delivery of any Addenda or Bulletin in person to the individual or to a member of the firm or to an officer of the corporation for whom it is intended, delivery by mail to the last known business address of the Contractor, or fax transmittal with telephone confirmation of complete receipt and or email will be considered to be proper service of said documents.

M. **PERMITS, INSPECTIONS AND ASSESSMENTS, ETC.:**
No building permits required for this project.
List of fees/assessments:
1. None.

N. **FORMAL PROTEST OF PROPOSAL:**
Any proposer submitting a proposal to the District or a third party may file a protest against District awarding contract on this project provided that protestor meet all of the following requirements:
1. Protest shall be submitted in writing and received on or before 72 hours after proposal opening time. Protest received after that shall not be recognized.
2. Protest of any proposals shall be filed and received by the Chief Financial Officer, Tom Burke, of the District by certified mail or by personal delivery during normal working hours, for administrative appeal.
3. Protest Submittal shall contain the following:
The written proposal protest sets forth, in detail, all grounds for the proposal protest, including without limitation all facts, supporting documentation, legal authorities and argument in support of the grounds for the proposal protest; any matters not set forth in written proposal protest shall be deemed waived. All factual contentions must be supported by competent, admissible and creditable evidence.

b. Name, address, phone number of person(s), company and/or organization that is making protest and name of project protest is for.

4. Any proposal protest not conforming to the foregoing shall be rejected by the Owner as invalid. Provided that a proposal protest is filed in conformity with the foregoing, the Owner’s Chief Financial Officer or such individual(s) as may be designated by the Chief Financial Officer, in his discretion, shall review and evaluate the basis of the proposal protest, and shall provide a written decision to the proposer submitting the proposal protest concurring with or denying the proposal protest. The written decision of the Chief Financial Officer shall be considered an administration appeal.

5. The protest decision by the Chief Financial Officer may be appealed to the Board of Trustees as a judicial appeal. This request must be filed with the Chief Financial Officer within 72 hours of receipt of the written decision of the Chief Financial Officer. Said appeal shall be accompanied with reason for appeal. The judicial appeal will be calendared within 31 days or less of receipt. The final decision of the Board of Trustees is not subject to arbitration, mediation or reconsideration/appeal.

O. STARTING WORK:
All documents shall be submitted and approved prior to starting work. Failure to provide complete information prior to days indicated shall be considered non-responsive, bid bond will be forfeited, and Contractor shall be declared in default.

1. All insurance certificates - 10 days Following award
2. Proof of Contractor's/Subcontractor's license - 10 days Following award
3. Start work 5 days from notice to proceed and/or purchase order

PART 2 - PERFORMANCE OF WORK UNDER CONTRACT
A. SUPERVISION:
The General Contractor and all subcontractors engaged by general contractor will be required to designate one responsible on-site person with authority to receive directions and issue instructions for the orderly prosecution of the work.

B. BUILDING CODE REQUIREMENTS:
1. All work performed under this Contract shall conform to the applicable portions and editions of the following current codes:
   c. California Occupational Safety and Health Act (CAL/OSHA).
   d. Rules and regulations of the State and Local Fire Marshals.
   e. Safety Orders of the Industrial Accident Commission, State of California.
   g. Uniform Plumbing Code.
   h. All laws governing the employment of labor, posting of minimum wage rates, and accident prevention.
   i. American Disability Act, Federal law.
2. Requirements of enforcing authorities may supersede requirements of the above laws and regulations, and nothing in the Contract Documents shall be construed to permit work not conforming to applicable codes.
3. All of the above laws and regulations are as much a part of this contract as if they were incorporated in their entirety herein.
C. **BID AND PAYMENT BOND:**

General Contractor shall take out and maintain Bid and Labor/Payment bonds as indicated herein. The Bond requirement will vary based on the project proposal. The following criteria will determine Bond Requirements.

1. **Bid Bond.** Proposals shall be accompanied with a Bid security 10% of project amount for all contacts $60,000 or more.

2. **Payment and Performance Bond.** 100% of contract amount for all contracts $25,000 or more.

D. **INSURANCE REQUIREMENTS:**

1. Evidence of Insurance: Before the work is started, the Contractor shall forward to the District Certificates of Insurance and all the Contractual Liability coverage called for in the Contract Documents is in force, and specifically covers this particular Contract with the Owner, including the hold harmless requirements. In addition, the Certificates shall contain the following:
   a. "No cancellation of this policy or endorsement of same shall be effective until; until the thirtieth (30th) day following the receipt of notice of such cancellation of the policy or endorsements by the Owner."
   b. Certificates of Insurance shall contain transcripts from the policies authenticated by the proper office of the Insurer, evidencing in particular those insured, the extent of the insurance, the location of and the operations to which the insurance applies, the expiration date and the thirty (30) day NOTICE OF CANCELLATION CLAUSE.
   c. Acceptance of the Certificates of Insurance shall not relieve or decrease the liability of the Contractor.
   d. In the absence of contrary written instructions from the District, the Contractor at the Contractor's expense, shall obtain and maintain insurance at all times during the prosecution of the Contract, in companies and through agencies approved by the District, and with limits not less than those stated hereinafter.
   e. The Contractor shall not commence work under this Contract until he has obtained and paid for all insurance required herein and such insurance has been approved by the Owner, nor shall the Contractor allow any Subcontractor to commence work on his Subcontract until such insurance required of the Subcontractor has been so obtained and approved.

2. Provide the following items with evidence of insurance for all insurance policies for this project: The insurance required must be written by a Best Key Rating Guide "A" or better rated carrier admitted to write insurance in the state where the work is located at the time the policy is issued.

3. **Indemnification**
   a. To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the District and the Consultants and their employees from and against all claims, damages, losses and expenses, including attorneys' fees arising out of or resulting from the performance of the Work, provided that any such claim, damage, loss of expense is attributable to bodily injury to or destruction of tangible property (other than the Work itself) including the loss of use resulting there from but only to the extent caused in whole or in part by any negligent act or omission of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder.
   b. In any and all claims against the District or the Consultants, or any of their employees by any employee of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under this Paragraph shall not be limited in any way by any limitation on the amount or type of
damages, compensation or benefits payable by or for the Contractor or by any Subcontractor under workers compensation acts, disability benefit acts or other employee benefit acts.

c. The obligations of the Contractor under this Paragraph shall not extend to the liability of the consultants or any of their agents or employees arising out of 1) The preparation or approval of maps, drawings, opinions, reports, surveys, change orders, designs or specifications, or, 2) the giving of or the failure to give directions or instructions by the consultants or any of their agents or employees, provided such giving or failure to give is the primary cause of the injury or damage.

d. The Contractor to name the District, the consultants, its agents and employees as additional insured on the Contractor's policy or policies of comprehensive general liability insurance. Such insurance shall include products and completed operations and contractual liability coverages, shall be primary and non-contributing with any insurance maintained by consultants, or its agents and employees, and shall provide that the Consultant be given thirty days, unqualified written notice prior to any cancellation thereof.

4. Worker's Compensation Insurance
Contractor shall provide, during the term of this Contract, Worker's Compensation Insurance for all of his employees engaged in Work under this Contract, on or at the site of the project, and in case any of his work is sublet, Contractor shall require the Subcontractor to provide Worker's Compensation Insurance for all of his employees. Any class of employee or employees not covered by a Subcontractor's insurance shall be covered by the Contractor's insurance. In case any class of employees engaged in work under this Contract, on or at the site of the project, is not protected under the Worker's Compensation laws, Contractor shall provide or cause a Subcontractor to provide, adequate insurance coverage for the protection of those employees not otherwise protected. Contractor shall file, with the Owner, certificates of insurance.

a. The Worker's Compensation Insurance shall be written by a company California admitted in the State of California, and shall be written for not less than the following, as established by the Owner, or greater if required by law.

b. Provide employer's liability endorsements:
   1) State workers' compensation statutory benefits - policy limits of not less than $1,000,000.00.
   2) Employer's Liability - policy limits of not less than $1,000,000.00.

5. Comprehensive General Liability Insurance
Commercial General Liability Insurance in Contractor's name, with personal injury limits indicated herein for combined Single Limit per occurrence coverage and annual aggregate. The policy is to be on a Comprehensive General Liability form and must include Contractual Liability endorsed to specifically cover an Indemnity Agreement contained in the Contract. The Comprehensive General Liability coverage may be provided on an "occurrence" form or a "claims made" basis. If the coverage is on a "claims made" basis, the policy shall provide for a non-cancelable 5 year extended reporting period.

a. The Contractor shall carry such public liability and property damage insurance that will protect the Contractor, Owner, Architect and Engineers from claims for damages for bodily injury, including accidental death, as well as for claims for property damages, which may arise from operations under the contract whether such operations be by the Contractor or by any Subcontractor or anyone directly or indirectly employed by either party. The limits of coverage shall be as stated herein.

b. In the event that any suits, actions, or claims are brought against the Owner, Architect, and/or Architect's Consultants, money equal to the "claim amount may be withheld from payments due the Contractor under and by virtue of
this contract as may be considered necessary by the Owner for such purpose. Money due the Contractor will not be withheld when the Contractor produces satisfactory evidence that adequate public liability and property damage insurance has been obtained.

c. The policy shall include coverage for the following:
   1) Premises - operations
   2) Contractual liability
   3) Products
   4) Completed operations
   5) Broad form PD and including X, C and U coverage
   6) Personal injury
   7) Owners, contractors protective

6. Automobile Liability Insurance: Automobile Liability Insurance with an Employer's Non-Ownership Liability Endorsement in the Contractor's name. Limits of liability shall not be less than amount indicated herein for Combined Single Limit per occurrence. Provide CSL, BI and PD coverage for owned, non-owned and hired autos.
a. Provide owned, non-owned and hired automobile insurance endorsement.

7. Insurance Schedule
   a. Worker's Compensation Insurance per State of California policy limits of not less than $1,000,000.00.
      1) Employer's Liability Endorsement $1,000,000 min.
   b. Comprehensive General Liability:
      1) Combined single limits for bodily injury and property damage:
         $1,000,000 - Each Occurrence
         $1,000,000 - Annual Aggregate
      2) Personal Injury, with Employment Exclusion deleted.
      3) Include coverage of the following:
         i) Premises - operations
         ii) Contractual liability
         iii) Products
         iv) Completed operations
         v) Broad form PD and including X, C and U coverage
         vi) Personal injury
         vii) Owners, contractors protective

E. ASBESTOS-CONTAINING PRODUCTS:
   1. Contractor agrees that asbestos-containing products or materials will not be used or substituted in performing work under the Agreement.
   2. At the completion of work under this Agreement, Contractor will certify in writing to the Owner that, to the best of Contractor's knowledge, no asbestos-containing products or materials were used or substituted in performing work under the Agreement.

F. PCB-CONTAINING PRODUCTS & LEAD PLUMBING ITEMS:
   1. Contractor agrees that lead plumbing domestic water items, asbestos, PCB/containing products or materials will not be used or substituted in performing work under the Agreement.
   2. At the completion of work under this Agreement, Contractor will certify in writing to the Owner that, to the best of Contractor's knowledge, no lead plumbing domestic water items, asbestos/PCB-containing products or materials were used or substituted in performing work under the Agreement.

G. PREVAILING WAGE RATES AND APPRENTICESHIP REQUIREMENTS – All proposals that exceed $1,000 shall be prevailing wage.
   1. Wages and Employer Payments:
a. The general prevailing wage rates and employer payments for Health and Welfare, Pension, Vacation and similar purposes in the county in which the work is to be done shall be in accordance with the Labor Code of the State of California, Section 1770, et seq.

b. Copies of all collective bargaining agreements relating to the work as set forth in the aforementioned Labor Code are on file and are available for inspection in the Office of the Division of Labor Statistics and Research of the Department of Industrial Relations.

c. Employer payments as defined in Section 1773.1 of the Labor Code are to be paid in accordance with the terms of the collective bargaining agreement applicable to the type of classification of the workmen employed on the project and shall be the prevailing wage rate of the county in which the work is to be performed. Overtime shall be paid for the hours worked in excess of the working day and for time worked on Saturdays, Sundays and the seven (7) holidays which are to-wit:

   The Contractor and any subcontractor under him shall comply with the requirements of Sections 1773.3, 1777.5, 1776 and 1777.6 in the employment of apprentices.

   1) The predetermined (double asterisk) changes are no longer a part of the general prevailing rates of per diem wages. The rates at the time of the proposal advertisement date of a project will remain in effect for the life of project.

   2) The definition of prevailing rate states that when there is no single rate paid to a majority of workers, then the prevailing rate is a weighted average.

d. Not less than the general prevailing wage rate for each classification of work State or Federal which is higher shall be paid by the general contractor and all subcontractors under him shall be paid to all laborers, workers and mechanics employed in the execution of such contract or subcontract there under, including rates for overtime and general holidays in the locality in which the work is to be performed.

e. The Contractor and all subcontractors under him shall make travel and subsistence payments to each workman needed to execute all the work as such travel and subsistence payments are defined in the applicable collective bargaining agreements filed in accordance with Section 1773.8 of the Labor Code.

2. Eight Hour Day: Contractor shall not permit any person employed by him to work overtime other than pursuant to express provisions of Section 1810 of the California Labor Code.

3. Records of Hours Worked and Citizenship: The Contractor shall maintain records of the hours worked by his employees and their citizenship and they shall be open at all times for inspection by the County, Client and/or the Division of Labor Statistics and Law Enforcement, in accordance with Sections 1814 and 1552 of the California Labor Code.

   a. The General Contractor shall maintain all certified payroll documents at their office. Copies shall be provided to anyone who provides a request and Owner approves that request. Contractor shall provide copies within ten (10) days of approved request. Contractor shall provide copies, shipping cost, and all other related cost to provide this information at no cost to Owner. Contractor shall maintain certified payroll documents for seven (7) years after Notice of Completion.

4. Penalties: The Contractor shall forfeit as a penalty to said Owner, Fifty Dollars ($50.00) for each laborer, workman or mechanic paid less than the above
stipulated rates for any work under this Contract by him or any Subcontractor under him.

5. Enforcement and Verification of Requirements:
   a. The records by the Contractor may be checked periodically by an independent enforcement agency to verify compliance with the labor codes and related items.
   b. Jobsite interviews may be conducted periodically throughout the duration of the project. The Contractor shall allow access to the project and access to workers during working hours to confirm prevailing wage rates and apprenticeship requirements are followed.
   c. Prior to executing the agreement, the Contractor shall provide verification of enrollment in an apprenticeship program per Sections 1773.3, 1777.5, 1776 and 1777.6 within the last 12 months.

6. Miscellaneous: Request for exemption from prevailing wage requirements shall be made prior to proposals in time for the Architect to issue an addendum to communicate information to proposers. Request for exemption will not be accepted after above mentioned date.

H. Contractor License And DIR Registration Required.
   To perform the work required for this project, Bidder must possess the type of contractor's license specified in the Notice to Contractors Calling for Bids, and must be registered with the Department of Industrial Relations (DIR) as a public works contractor. Contractor registration can be accomplished through the portal https://www.dir.ca.gov/Public-Works/PublicWorks.html. No CONTRACTOR or subcontractor shall be qualified to bid on, be listed in a bid proposal, subject to the requirements of § 4104 of the Public Contract Code, for a public works project (submitted on or after March 1, 2015) unless currently registered with the DIR and qualified to perform public work pursuant to Labor Code § 1725.5. No CONTRACTOR or subcontractor may be awarded a contract for public work on a public works project (awarded after April 1, 2015) unless registered with the DIR.

I. AWARD
   District shall issue a purchase order, which shall be the notice to proceed. This will be issued only after receipt of required documents.

J. PRELIMINARY NOTICE:
   Preliminary Notices must be filed with the Owner with a copy mailed to both the Consultants and the Contractor.
3.0 PROPOSAL
SUBMIT IN PROPOSAL

Proposals will be received at Bakersfield College, Measure J Program Management Office, Levinson Hall Room 39, 1801 Panorama Dr., Bakersfield, CA 93305 Attn: Ralph Burnette up to Wednesday, January 19, 2022 at 2:00 PM.

Submitted to: Submitted by: _____________________
Kern Community College District __________________________________
Bakersfield, California Name of Firm

Having carefully examined the Proposal and Contract Documents and General Requirements, as well as the premises and the conditions affecting the work, including Addenda No(s)________, the Undersigned proposes to furnish all material and labor called for by all documents for the "entire work", in accordance with said documents for the sum of:

Bid $__________________________

Owner Controlled Allowance $15,000.00

Total Bid Amount (including $15,000.00 Allowance) $__________________________

The undersigned understands that the time required to complete the work is the essence of the Contract and agrees to commence the work within ten (10) calendar days of the Contract date. The undersigned further agrees that this proposal may not be withdrawn for a period of sixty (60) days after the date set for the opening thereof unless otherwise required by law.

The undersigned agrees, if awarded the Contract, to complete all work within Fourteen (14) calendar days of NTP.

The undersigned has checked carefully all the above figures and understands that the District will not be responsible for any errors or omissions on the part of the undersigned in making up this proposal.

The undersigned hereby certifies that this proposal is genuine and not sham or collusive or made in the interest or in behalf of any person not herein named, and that the undersigned has not directly or indirectly induced or solicited any other proposer to refrain from submitting a proposal, and that the undersigned has not in any manner sought by collusion to secure for himself any advantage over any other proposer.
PREVAILING WAGE COMPLIANCE CERTIFICATION:

In submitting this proposal, I hereby certify that I will conform to the State of California Public Works Contract Requirements regarding wages; benefits; on-site audits with 48-hour notice; payroll records; and, apprentice and trainee employment requirements.

Contractor (type or print)     Contractor’s signature    Date

CONTRACTOR'S CERTIFICATE REGARDING WORKER'S COMPENSATION:

Labor Code Section 3700 provides:

"Every employer except the State and all political subdivision or institutions thereof, 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, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his employees."

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

CONTRACTOR:

By (type or print)                        Title    Dated

(In accordance with Article 5 [commencing at Section 1860], Chapter 1, Part 7, Division 2 of the Labor Code, this certificate must be signed and filed with the awarding body prior to performing any work under this contract.)
SUBMIT IN PROPOSAL

NON-COLLUSION AFFIDAVIT:

State of California  )
                     ) ss.
County of___________________)  

_____________________, being duly sworn, deposes and says:

That he or she is the _____________________________ (position) of ___________________________ (name of proposer), the party making the proposal; that the proposal is not made in the interest of, or on behalf of any undisclosed person, partnership, company, association, organization or corporation; that the proposal is genuine and not collusive or sham; that the proposer has not directly or indirectly induced or solicited any other proposer to put in a false or sham proposal, and has not directly or indirectly colluded, conspired, connived, or agreed with any proposer or anyone else to put in a sham proposal, or that anyone shall refrain from submitting a proposal; that the proposer has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the proposal price of the proposer or any other proposer, or to fix any overhead, profit, or cost element of the proposal price, or of that of any other proposer, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the proposal are true; and, further, that the proposer has not, directly or indirectly, submitted his or her proposal price or any price breakdown, or their contents, or divulged relative information or data, or paid, and will not pay, any fee to any corporation, partnership, company, association, organization, proposal depository, or to any member or agent thereof to effectuate a collusive or sham proposal.

________________________________________
(Firm Name)

________________________________________
(Printed Name - Authorized Agent)

________________________________________
(Signature - Authorized Agent)

Subscribed and sworn to before me on ____________________________, 20 ______.

________________________________________
Notary Public

NOTARY SEAL
Attach additional sheets, as necessary.

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<thead>
<tr>
<th>SUBCONTRACTOR’S NAME &amp; LOCATION</th>
<th>DESCRIPTION OF PORTION TO BE SUBCONTRACTED</th>
<th>CALIFORNIA CONTRACTOR LICENSE NO.</th>
<th>DIR REGISTRATION NUMBER</th>
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Firm Name:

By: _________________________________
   [Signature must match that on bid]

Print Name:
4.0 BID BOND

SUBMIT IN PROPOSAL IF APPLICABLE

Be advised that we, _______________________________________________________________
as Principal ("Principal") and _______________________________________________________________
a corporation duly licensed to transact business under the laws of the State of California as Surety ("Surety")
are firmly bound to KERN COMMUNITY COLLEGE DISTRICT as Obligee ("Obligee") in the sum
of $_______________________________________________ for the payment of which the Principal and the
Surety bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, by
this Bond.

The Principal has submitted a proposal for _____________________________________________
(list project on Proposal)

The condition of our obligation is this: if the Principal is awarded the contract upon its proposal, and
shall, within the required number of days after the notice of award, execute a contract with the Obligee in
accordance with the contract documents, submit the required payment and performance bonds, and provide
all other required documents, then this obligation shall be null and void; but in the event that the Principal fails
and/or refuses to execute and deliver those documents, this bond will be charged with the costs of the damages
experienced by the Obligee as a result of that refusal, including but not limited to, publication costs, the
difference in money between the amount of the bid of the Principal and the amount for which the Obligee may
legally contract with another party to perform the work if the amount is in excess of the former; building lease
or rental costs, transportation costs, professional service costs, and additional salary costs that result from the
delay due to the Principal's default on the awarded contract. In no event, however, shall the Surety's liability
exceed the penal sum indicated above.

The Surety, for value received, stipulates and agrees that its obligations and its bond shall not be
impaired or affected by an extension of the time within which the Obligee may accept such bid; and Surety
waives notice of any time extension.

Dated: PRINCIPAL
By: ____________________________________
Title: ____________________________________

Dated: SURETY
By: ____________________________________
Title: ____________________________________
5.0 GENERAL CONDITIONS OF AGREEMENT

1) The college will issue a Purchase Order for all work included in this Request for Proposal based on the Contractor’s proposal to do certain work for the said Owner, specified and described in certain drawings and specifications, and entitled on the Bid Proposal, in strict accordance with drawings and specifications prepared and attached to RFP.

2) Whereas, the Contractor, before signing the enclosed proposal, has carefully read and examined in connection herewith said proposal and specifications and has carefully examined the site where said work is to be done, and has investigated the character of such work and the materials required to be furnished, and by reason of such reading, examination and investigation, the said Contractor agrees that he thoroughly understands the intent and meaning of this proposal and all component parts of said proposal and the requirements, covenants, stipulations and restrictions thereof.

3) In consideration of the promises and of the payments hereinafter to be made by the Owner to and on account of said Contractor, and the understanding of said Contractor to do said work the College and Contractor agree that:
   a) This Contractor shall receive and accept the sum on proposal herein submitted, as full compensation for furnishing all materials and doing all the work contemplated and embraced in this Contract, and for furnishing all necessary tools, machinery, implements, apparatus and other means of construction; also all loss or damage arising out of the nature of the work to be done under said specifications, or from the action of the elements, or from any unforeseen difficulties or obstructions which may arise or be encountered during the progress of said work, and before the acceptance thereof by said Owner, and shall be responsible for the consequences of his own negligence or carelessness or discontinuance of the work, and for well and faithfully completing the work in the manner and according to the drawings and specifications and all requirements of the College and any and all parties having jurisdiction there over, for the whole thereof, the following sum which represents the Contract Price.
   b) Payments: The Owner agrees, in consideration of the performance of this Contract, to pay the Contractor in the following manner:
      i) Payments will be made only on the certificate of the Owners field representative.
      ii) Monthly payments shall be made to the Contractor in amounts equal to ninety percent (90%) of the estimated value of the work done and the materials furnished and incorporated in the work during the month preceding the date upon which such value is estimated plus ninety percent (90%) of the estimated value of all materials which, on the date of estimation of value, are suitably stored on the site for incorporation into the work; provided that no such monthly payment, or payment of any kind, shall theretofore have been made for any such work done or materials furnished and incorporated or materials suitably stored on the site. The aforesaid estimation of value shall be made by the Owners Representative and noted by him upon the certificates furnished by him pursuant to paragraphs herein.
      iii) Upon substantial completion of the work, a sum sufficient to increase the total payments to ninety percent (90%) of the Contract Price, less an amount determined by Owner to be adequate to complete any unfurnished part of the work by another Contractor should the work not be completed within a reasonable time established by the Owner.
      iv) The final payment shall be made thirty-five (35) days after receipt of the recorded Notice of Completion date, provided that: The Contractor shall furnish satisfactory evidence that all claims for labor and materials have been paid and that no claims shall have been presented to the Owner by any person or persons based upon any act or omission of the Contractor, and no Stop Notices have been filed against said work or the property whereon it was done.
         (1) No certificates given or payments made on account of any Contract shall constitute an acceptance of any equipment, material or work which may subsequently be found to be defective.
   c) Time of Completion. The Contractor agrees to commence the work within five (5) calendar days from the date of the notice to proceed and/or purchase order. Failure to obtain approval of the required documents, within the allotted time, shall not be cause for extension of the time of construction as set forth hereafter.
      i) The Contractor further agrees to construct and execute all of the work described in said drawings, specifications, proposals, addenda and any and all other requirements, covenants, stipulations and restrictions, within 16 calendar days from and after the date of commencement, said date of commencement being agreed upon as the fifth (5th) calendar day following the date
of the notice to proceed and/or purchase order. Owner shall issue actual start date to Contractor.

ii) Both parties agree that the aforementioned stipulated contract period to be a reasonable time scale for completion of the work and Contractor will provide best endeavors to complete the work within the contract period.

iii) If the Contractor shall neglect, fail or refuse to complete the work within the time herein specified, then the contractor does hereby agree, as a part consideration for awarding of this Contract to pay to the Owner the sum of: One Hundred Dollars - No Cents ($100.00) per day plus such additional costs as may be incurred by the College because of such delays, not as a penalty but as liquidated damages for such breach of Contract as hereinafter set forth for each and every day that the Contractor shall be in default after the time stipulated in the Contract for completing the work.

iv) The said amount is fixed and agreed upon by and between the Contractor and the Owner because of the impracticability and extreme difficulty of fixing and ascertaining the actual damages the Owner would in such event sustain, and said amount is agreed to be the amount of damages which the Owner would sustain and said amounts shall be retained from time to time by the Owner from the current periodical estimates.

v) It is further agreed that time is the essence of each and every portion of this Contract and of the specifications wherein a definite and certain length of time is fixed for the performance of any act whatsoever; and where under the Contract an additional time is allowed for the completion of any work, the new time limit fixed by such extension shall be of the essence of this Contract. Provided, that the Contractor shall not be charged with liquidated damages or any excess cost when the delay in completion of the work is due.

(1) To any preference, priority or allocation order duly issued by the Government.

(2) To unforeseeable cause beyond the control and without the fault or negligence of the Contractor, including but not restricted to acts of God, or of the public enemy, acts of the Owner, acts of another Contractor in the performance of the Contract with the Owner, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, unusually severe weather, and

(3) To any delays of subcontractors occasioned by any of the causes specified in subsections (1) and (2) of herein. Provided, further, that the Contractor shall, within seven (7) days from the beginning of such delay, notify the Owner, in writing, of the causes of delay, who shall ascertain the facts and extent of the delay and notify the Contractor within a reasonable time of its decision in the matter.

d) Drawings and Specifications. This Contract, the drawings and the specifications have been prepared, and are intended to supplement one another. The drawings and specifications shall be deemed by this reference to be incorporated within this Contract, the drawings shall be deemed by this reference to be incorporated within the specifications, and the specifications shall be deemed by this reference to be incorporated with the drawings. In the event a conflict is found to exist between the drawings and specifications, the College shall interpret. In the event that the drawings and specifications, or either of them shall be found to conflict with this Contract, then this Contract shall govern. Omissions from this Contract of items of provisions present in the specifications or drawings or either of them shall not be deemed a conflict within the meaning of this Article.

e) Changes. Should the Owner, at any time during the progress of the work desire any alterations, or deviations in, or additions to, or omissions from the Contract or the drawings or specifications, said Owner, or representative thereof, shall be at liberty to order them, in writing, and the same shall in no way affect or make void this Contract, but the amount thereof shall be added to, or deducted from, the amount of the Contract Price aforesaid, as the case may be, by a fair and reasonable valuation. This Contract, subject to the provisions of Article II (a) hereof, shall be deemed completed when the work is finished in accordance with the original drawings and specifications, as amended by such changes, whatever may be the nature or extent thereof.

i) No such changes, whatever may be the nature, or modification shall release or exonerate any surety or sureties upon any guarantee or bond given in connection with this Contract, if required.

ii) Rules of Practice: The rule of practice to be observed in this Contract shall be that upon the demand of either the Owner or the Contractor, the character or valuation of any and all changes, omissions, or extra work shall be agreed upon and fixed in writing, signed by the Owner and the Contractor, prior to execution.

f) Acceptance of Work. The payment of the progress payments by the Owner shall not be construed as an absolute acceptance of the work done up to the time of such payments, except as to such matters as are open and obvious, but the entire work, and at the time when it shall be claimed by the Contractor that the Contract and work is completed. Liability under the bonds is to continue for one (1) year from the date of acceptance and bonds will not be released until such date.
g) Failure to provide workmen and materials. If the Contractor at any time during the progress of the work should refuse or neglect, without the fault of the Owner, to supply sufficient amount of materials or enough workmen to complete the Contract within the time herein set forth, due allowance being made for the contingencies provided for herein, for a period of more than seven (7) days after having been notified by the Owner in writing to furnish the same, the Owner shall have the power to furnish and provide said materials and/or workmen to finish the said work, and the reasonable expense thereof shall be deducted from the amount of the Contract Price.

h) Penalties. This Contractor shall forfeit, as a penalty to the said Owner, the sum of fifty dollars ($50.00) for each laborer, workman, or mechanic employed in the execution of this Contract, or any sub-contractor under him, for each calendar day during which such laborer, workman or mechanic is required or permitted to labor more than eight (8) hours in violation of Section 1810-1811, Chapter One, of Division Two, Part Seven of the Labor Code of the State of California, and said Owner, when making payments of money due under this Contract, shall withhold and retain there from all sums and amounts which have been forfeited pursuant to the herein said stipulation.

i) Insurance and Bonds: Insurances and bonds, as set forth in the supporting contract documents, shall be maintained in effect during the period of this Contract.

j) Relations to Bid Proposals: If proposal is accepted by owner, be it further stipulated and agreed that said Owner does promise and agree to employ the said Contractor to provide the materials and do the work according to the terms and conditions herein contained and referred to, for the prices aforesaid, and herein contracts to pay the same at the time, in the manner and upon the conditions set forth above; and the said parties for themselves, their heirs, executors, administrators, successors, and assigns, do hereby agree to the full performance of the covenants herein contained. It is further agreed by and between the parties hereto that should there be any conflict between the terms of this instrument and the bid proposal of said Contract, then this instrument shall control and nothing herein shall be considered as an acceptance of the said terms of said proposal conflicting herewith.

k) Asbestos/PCB-containing products and lead plumbing items: Contractor agrees that lead plumbing domestic water items, asbestos/PCB-containing products or materials will not be used or substituted in performing work under the Agreement. At the completion of work under the Agreement, Contractor will certify in writing to the Owner that to the best of Contractor's knowledge, no lead plumbing domestic water items, asbestos/PCB-containing products or materials were used or substituted in performing work under the Agreement.

l) Compliance with air pollution and storm water prevention control rules: Contractor shall comply with all air pollution control rules, regulations, ordinances, and statutes which apply to any work performed pursuant to the Contract, including any air pollution control rules, regulations, ordinances, and statutes specified in Section 11017 of the Government Code, as well as local requirements, County, City, local Air Pollution Control Districts and Storm Water Prevention Districts. Contractor shall require all subcontractors to abide by these items.

m) Contractor-Employee requirements: By submitting proposal, the Contractor certifies he is aware of the provisions of section 3700 of the Labor Code which require every employer to be insured against liability for workmen's compensation or to undertake self-insurance in accordance with the provisions of that code, and that he will comply with such provisions before commencing the performance of the work of this Contract.

i) In accordance with the provisions of Section 3700 of the Labor Code, every contractor will be required to secure payment of compensation to his employees.

ii) The Contractor and Subcontractors under him shall comply with the provisions of Division 2, Part 7, Chapter 1, Article 2, Sections 1770-1780 with particular reference to the employment and use of apprentices and other provisions that require him to make travel and subsistence payments to each workman needed to execute the work, as such collective bargaining agreements filed in accordance with the Labor Code, and to pay not less than the minimum per diem wages as determined by the Director of the Department of Industrial Relations, on file in the principal office of the Owner.

iii) Special attention is directed to Sections 1777.5, 1777.6 and 1777.7 of the California Labor Code and Title 8, California Code of Regulations Section 200 et. seq. Each contractor and/or subcontractor must, prior to commencement of the public works contract, contact the Division of Apprenticeship Standards, 455 Golden Gate Avenue, San Francisco, or one of its branch offices regarding apprentices and specifically the required ratio there under. Responsibility for compliance with this section lies with the prime Contractor. During the performance of this Contract, the Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex or national origin.

n) Notices: All notices herein provided to be given or which may be given by either party to the other
shall be deemed to have been fully given when made in writing and deposited with the United States Postal Service, Registered or Certified, and postage prepaid and addressed as follows:
i) Owner, person and address on title sheet of RFP.
ii) Contractor, person and address on proposal submitted by contractor herein.
iii) The address to which the notices shall or may be mailed as aforesaid to either party shall or may be changed by written notice given by such party to the other, as hereinbefore provided, but nothing herein contained shall preclude the giving of any such notice by personal service.
6.0 PROJECT SCOPE

A. PROJECT DESCRIPTION:
   1. 2nd floor soundproofing.

B. WORK SEQUENCE:
   1. The Work will be conducted in one phase to provide the least possible interference to the activities of the Owner’s personnel.

C. CONTRACTOR USE OF PREMISES:
   1. General: Limit use of the premises to construction activities in areas indicated; allow for Owner occupancy and use by the public.
      a. Confine operations to areas within Contract limits indicated. Portions of the site beyond areas in which construction operations are indicated are not to be disturbed.
      b. Keep driveways and entrances serving the premises clear and available to the Owner and the Owner's employees at all times. Do not use these areas for parking or storage of materials. Schedule deliveries to minimize space and time requirements for storage of materials and equipment on site.
   2. Use of the Existing Building: Maintain the existing buildings in a weather tight condition throughout the construction period. Repair damage caused by moving and construction operations. Take all precautions necessary to protect the building and its occupants during the moving period.

D. OWNER OCCUPANCY:
   1. Full Owner Occupancy: The Owner will occupy the site and existing building during the entire construction period. Cooperate with the Owner and PMT during moving and construction operations to minimize conflicts and facilitate Owner usage. Perform the Work so as not to interfere with the Owner's operations. All sitework to be performed by Contractor after 4:00 PM each day. Project site to be completely cleaned and ready for use by Owner by 7:00 AM each morning.

E. GENERAL SCOPE OF WORK:
   1. Contractor to inspect project site and inspect existing conditions/utilities.
   2. Scheduling of work to be coordinated with college for non-interruption during office hours, c/o Project Management Team (PMT).
   3. Provide all necessary tools and equipment to complete work within time frame stated in contract.
   4. Contractor to inform Owner one (1) week before work is completed to schedule testing and inspection. Contractor to guarantee workmanship one (1) year.
   5. Work areas shall be cleaned/cleared on a daily basis. All construction debris to be removed from site upon completion of work by contractor.

F. DETAILED SCOPE OF WORK:
   Soundproofing of five (5) ceiling areas (includes 9 rooms and partial adjacent corridors) on the 2nd floor of ABC Building B, a total area of approximately 4,000 sqft. Soundproofing insulation to be installed above the ceiling grid/tile in conference rooms/offices and partial adjacent corridors, using 24-inch OC Quiet Batt™ 30, a 3 in. premium, high-performance soundproofing and thermal insulation product. Install Quiet Door™ Automatic Door Sweeps to eleven (11) conference room/office doors on the 2nd floor of ABC Building B. Soundproofing insulation and Door Sweeps to be procured from www.SoundProofCow.com (web address listed below). Install original R-13 insulation in areas ‘where missing’ between metal stud framing in walls above drop ceiling, up to next floor decking. Replace any broken or
damaged ceiling tile in drop ceiling.

Quiet Batt™ 30 Soundproofing Insulation
[soundproofcow.com]

Quiet Door™ Automatic Door Sweep
[soundproofcow.com]

Rooms* and Door Schedule: Soundproofing Insulation & Door Sweeps:
1. Room 205, (D205a) (D205b) Single-doors
2. Room 207, (D207) Single-door
3. Room 208, (D208) Single-door
4. Room 209, (D209) Single-door
5. Room 210, (D210) Single-door
6. Room 211, (D211) Single-door
7. Room 218, (D218) Double-door
8. Room 219, (D219b) Single-door
9. Room 220, (D220) Single-door

*Ceiling soundproofing includes partial adjacent corridors (see attached drawing for clouded areas).

Supplied dimensions are for reference only. Contractor to field verify all dimensions.

$15,000 Owner-controlled Allowance to be included in Bid. This Allowance is intended to address potential missing insulation and broken tiles. Owner must approve any work charged to Allowance prior to such work.

G. ATTACHMENTS:

1. Attachment A – Building ‘A’ Door & Frame Schedule – Second Floor issued by Ordiz Melby
2. Architects B – Reflected Ceiling Floor Plan issued by Ordiz Melby
3. Attachment C – Sample 09s Construction Agreement [Small Projects]
# Building A - Door and Frame Type Schedule

## Elevation

![Elevation Diagram]

## Building A - Second Floor - Door and Frame Schedule

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### BUILDING A - SECOND FLOOR - DOOR AND FRAME SCHEDULE - ALTERNATE #2

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09s-CONSTRUCTION AGREEMENT
[Small Projects]

THIS AGREEMENT is between the ("OWNER") and ("CONTRACTOR"). OWNER and CONTRACTOR agree as follows:

1. **Project.** CONTRACTOR shall perform everything required to be performed and shall provide and furnish all labor, materials, tools, equipment, and all utility and transportation services required for the construction of the ("Project").

All work to be performed and materials to be furnished shall be in conformity with the complete Agreement which includes the following Contract Documents, all of which are incorporated by reference: Notice to Contractors Calling for Bids, Instructions to Bidders, Bid Form, Designation of Subcontractors, Workers’ Compensation Certificate, Performance Bond, Non-collusion Affidavit, Insurance Certificates, Guarantees, any Payment Bond, Change Orders, Shop Drawing Transmittals, Contractor’s Certificate Regarding Non-Asbestos and/or Lead Containing Materials, if any, Davis-Bacon Compliance Certification, if any, Fingerprinting Certification, Labor Compliance Program documents, if any, Special Conditions and/or Special Requirements, Plans, Drawings, and/or Specifications, this Agreement, and any modifications, addenda, and amendments of or to any of these documents. The Contract Documents are complementary, and what is called for by any one shall be as binding as if called for by all.

2. **Time for Performance.** CONTRACTOR shall commence work on the Project on the date stated in the OWNER’s Notice to Proceed and shall complete the Project within calendar days after that. Time is of the essence in this Agreement.

3. **Contract Price.** Subject to the terms and conditions of this Agreement, OWNER shall pay to CONTRACTOR for all work to be performed under this Agreement the total sum of $ .

4. **Payments.**

   A. Duration of Contract: .

   (1) Less than 60 Days: CONTRACTOR shall be paid an amount equivalent to 95 percent of the contract price upon acceptance of the Project by the Governing Board or other governing body of OWNER. CONTRACTOR shall be paid the remaining five (5) percent of the Contract Price within 35 days following the recording of a Notice of Completion.
(2) Greater than 60 Days: CONTRACTOR shall be paid a sum equal to 95 percent of the value of all work performed and of materials delivered and used, less the aggregate of previous payments. OWNER may also deduct from such payments any amounts deemed due from CONTRACTOR. These monthly payments shall be made only on the basis of estimates which shall be prepared by CONTRACTOR on a form approved by OWNER and filed before the fifth day of the month during which payment is to be made. Before consideration of a request for payment, a certificate in writing shall be obtained from the Architect stating that the work for which the payment is demanded has been performed in accordance with the terms of the Contract Documents and that the amount stated in the certificate is due under the terms of the Contract Documents. The certificate of the Architect shall not be conclusive upon OWNER, but advisory only. Work completed as estimated shall be an estimate only and no inaccuracy or error in said estimate shall operate to release CONTRACTOR or Surety from any damages arising from such work or from enforcing each and every provision of this Agreement, and OWNER shall have the right to subsequently correct any error made in any estimate for payment.

B. From the payments specified in Paragraph A, OWNER may make any deductions authorized or required by law or this Agreement including, by way of example only, the following:

(1) Liquidated and other damages described in Paragraph 11;

(2) Defective work not remedied.

(3) Failure of CONTRACTOR to make proper payments to its subcontractor(s) or material suppliers for materials or labor.

(4) Damage to another contractor.

(5) Other damages sustained by OWNER.

5. Submission of Bonds and Certificates. The CONTRACTOR shall not commence any work on the Project until it has submitted to OWNER all certificates and bonds required by this Agreement. All bonds and certificates shall be submitted to OWNER within ten days following award of this contract.

6. Insurance. CONTRACTOR shall take out and maintain at its own cost and expense during the term of this Agreement the following insurance:

A. Workers compensation insurance for all of CONTRACTOR's employees in amounts not less than that required by law. Pursuant to Labor Code Sections
3700 and 1860, et seq., CONTRACTOR shall submit to OWNER an acceptable Workers Compensation Certificate.

B. CONTRACTOR shall obtain and maintain in effect at its own cost and expense during the term of this Agreement public liability and property damage insurance with per occurrence limits of not less than One Million Dollars ($1,000,000.00) for death or personal injury and One Million Dollars ($1,000,000.00) for property damage. The policy(ies) shall contain an endorsement naming OWNER as an additional insured insofar as this Agreement is concerned, and provide that notice shall be given to OWNER at least 30 days prior to cancellation or material change in the form of such policy(ies). CONTRACTOR shall furnish OWNER with certificates for insurance containing the endorsements required under this section, and OWNER shall have the right to inspect the original policy(ies) of such insurance upon request.

C. All insurance companies must meet the following criteria:

(1) U.S. Treasury listed

(2) California admitted, as confirmed by the California Department of Insurance or listed in the California Department of Insurance’s List of Eligible Surplus Line Insurers (“LESLI List”)


7. Performance/Payment Bonds. The CONTRACTOR shall furnish a Performance Bond in an amount equal to 100 percent of the Contract Price. If the Contract Price specified in Paragraph 3 is more than $25,000, the CONTRACTOR shall also furnish a Payment Bond in an amount equal to 100 percent of the Contract Price. Any bond submitted must be issued by a California admitted corporate surety which is U.S. Treasury listed and whose U.S. Treasury listing indicates a bonding capacity in excess of the project cost. If a California admitted surety insurer issuing a bond does not meet these requirements, the insurer will be considered sufficient if each of the following conditions is satisfied:

A. The following documents are submitted with the bond:

(1) The original, or a certified copy, of the unrevoked appointment, power of attorney, bylaws, or other instrument entitling or authorizing the person who executed the bond to do so.

(2) A certified copy of the certificate of authority of the insurer issued by the Insurance Commissioner.
(3) A certificate from the county clerk of the county in which the OWNER is located that the certificate of authority of the insurer has not been surrendered, revoked, canceled, annulled, or suspended, or in the event that it has, that renewed authority has been granted.

B. If it appears that the bond was duly executed, that the insurer is authorized to transact surety insurance in the state, and that its assets exceed its liabilities in an amount equal to or in excess of the amount of the bond subject to Insurance Code Section 12090.

8. Changes and Extra Work. CONTRACTOR and OWNER agree that changes in this Agreement or in the work to be done under this Agreement shall become effective only when written in the form of a Supplemental Contract or Change Order and approved and signed by OWNER and CONTRACTOR. Should OWNER direct or request additional project work not otherwise included within Paragraph 1 of this Contract, the cost of the additional work shall be added to the Contract Price and paid by OWNER pursuant to Paragraph 4 of Agreement. The term "cost" as used in this paragraph means the actual cost to CONTRACTOR of the labor, materials, or subcontracts required for the additional work increased by no more than 10 percent for CONTRACTOR overhead (including any increased bond costs).

9. Indemnification. CONTRACTOR shall indemnify and hold harmless OWNER, its governing board, officers, agents, and employees from every claim or demand made, and every liability, loss, damage, or expense, of any nature whatsoever, which may be incurred by reason of:

A. Any injury to or death of any person(s) or damage to, loss or theft of any property sustained by CONTRACTOR or any person, firm or corporation employed by CONTRACTOR, either directly or by independent contract, upon or in connection with the work called for in this Agreement, except for liability resulting from the sole active negligence, or willful misconduct of OWNER.

B. Any injury to or death of any person(s) or damage, loss or theft of any property caused by any act, neglect, default or omission of CONTRACTOR, or any person, firm, or corporation employed by CONTRACTOR, either directly or by independent contract, arising out of, or in any way connected with the work covered by this Agreement, whether said injury or damage occurs either on or off OWNER’s property, if the liability arose due to the negligence or willful misconduct of anyone employed by CONTRACTOR, either directly or by independent contract.

At CONTRACTOR’s own expense, cost, and risk, CONTRACTOR shall defend at the OWNER’s request any and all actions, suits, or other proceedings that may be brought or instituted against OWNER, its governing board, officers, agents, or employees, on
any such claim or liability, and shall pay or satisfy any judgment that may be rendered against OWNER, its governing board, officers, agents, or employees in any action, suit, or other proceeding as a result thereof.

10. **Termination of Contract.** Should CONTRACTOR commit any of the acts specified in this paragraph, by giving seven day's written notice to CONTRACTOR, OWNER may, without prejudice to any other rights or remedies afforded OWNER by law or by this Agreement, terminate the services of CONTRACTOR under this Agreement; take possession of the Project and the premises on which it is located; take possession of all materials, tools, and appliances located on the premises; and complete the Project by whatever method OWNER may deem expedient. CONTRACTOR shall be deemed to have committed an act specified in this paragraph if CONTRACTOR:

A. Is adjudged a bankrupt;
B. Makes a general assignment for the benefit of creditors;
C. Refuses or fails to supply enough properly skilled workers or proper materials to complete the Project in the time specified in this Agreement;
D. Fails to make prompt payment to subcontractors, workers, or material suppliers for labor performed on or materials furnished to the Project;
E. Persistently disregards any laws or ordinances relating to the Project or its completion; or
F. Otherwise commits a substantial violation of any provision of this Agreement.

11. **Liquidated Damages.**

A. Pursuant to Government Code Section 53069.85, for each calendar day completion is delayed beyond the time allowed in this Agreement, CONTRACTOR shall forfeit and pay to OWNER the sum of $500.00 per calendar day which shall be deducted from any payments due to or to become due to CONTRACTOR. In addition to any liquidated damages which may be assessed, if CONTRACTOR fails to complete the Project within the time period provided in the Contract Documents, and if as a result OWNER finds it necessary to incur any costs and expenses (for example, relating to the acquisition and use of facilities pending completion of the Project), CONTRACTOR shall pay all those costs and expenses incurred by OWNER. These costs and expenses may include but are not limited to such items as rental payments, inspection fees, and additional architectural fees related to acquisition of facilities. These costs and
expenses may be retained by OWNER from any payments otherwise due to CONTRACTOR.

B. Liquidated damages shall not be imposed because of any delays in completion of the project work due to (1) unforeseeable causes beyond the control and without the fault or negligence of CONTRACTOR and (2) performing any extra work pursuant to Paragraph 8 of this Agreement.

12. Clean-up. On completion of the Project, CONTRACTOR shall remove all debris and surplus materials from the project site.

13. Notices. Any and all notices or other matters required or permitted by this Agreement or by law to be served on, given to, or delivered to either OWNER or the CONTRACTOR by the other party to this Agreement shall be in writing and shall be deemed duly served, given, or delivered when personally delivered to the party to whom it is addressed or to a supervisory employee of that party, or in lieu of personal service, when deposited in the United States Mail, first class postage paid, addressed , California, or to the CONTRACTOR at , California. Either party may change the party's address for these purposes by giving written notice of the change to the other party in the manner provided in this paragraph.

14. Assignment. This Agreement is for the personal services of CONTRACTOR in performing the work described in Section 1 of this Agreement and CONTRACTOR may not assign this Agreement, CONTRACTOR's right to monies becoming due under this Agreement, or CONTRACTOR's duties under this Agreement to any other person or entity without written consent of the OWNER.

15. Guarantee. CONTRACTOR guarantees all project work for a period of one year after the acceptance of the work by OWNER, and shall repair or replace any or all work, together with any other work which may be displaced in so doing, that may prove defective in workmanship and/or materials.

16. Wage Rates. Pursuant to the provisions of Article 2, commencing with Section 1770 of the Labor Code, OWNER has ascertained the general prevailing rate of per diem wages in the locality in which this public work is to be performed for each craft, classification, or type of worker needed to execute this Agreement. The general rates of per diem wages are available at OWNER's office. In the event that the listed or posted rates are in error, CONTRACTOR is responsible to pay those rates determined by the Director of Industrial Relations to be applicable, and OWNER shall not be responsible for any damages arising from the error.

It is the responsibility of CONTRACTOR to comply with the provisions of Labor Code Section 1776 dealing with the maintenance and inspection of employee payroll records.
The project is subject to prevailing wage monitoring and enforcement by the Department of Industrial Relations (DIR). The successful bidder and all subcontractors will be subject to the requirements of Subchapter 4.5 of Chapter 8 of Title 8 of the California Code of Regulations. The successful bidder and all subcontractors will be required to furnish electronic certified payroll records to the DIR on the frequency specified in the Notice Calling for Bids using the DIR’s eCPR system at [https://apps.dir.ca.gov/ecpr/DAS/AltLogin](https://apps.dir.ca.gov/ecpr/DAS/AltLogin). Failure to timely submit certified payroll records may result in debarment from public works projects by the Labor Commissioner for a period of one to three years. CONTRACTOR shall comply with all requirements of the Labor Code and attendant regulations pertaining to prevailing wage monitoring and compliance as indicated in the Contract Documents, and/or as required by the DIR, including, but not limited to, posting job site notices prescribed by Title 8 CCR § 16451(d).

CONTRACTOR shall permit OWNER, the DIR or their designee to interview CONTRACTOR’s employees concerning compliance with prevailing wage, apprenticeship, and related matters, whether or not during work hours, and shall require each subcontractor to provide OWNER, the DIR or their designee with such access to its employees.

17. Apprentices. If applicable, CONTRACTOR shall comply with the requirements of Labor Code Section 1777.5 dealing with the employment of apprentices.

18. Hours. Pursuant to the provisions of Article 3, commencing at Section 1810 of the Labor Code, CONTRACTOR shall pay the required rate of overtime for all hours worked in excess of eight hours per day and 40 hours per week.

19. Laws and Regulations. CONTRACTOR shall give all notices and comply with all laws, ordinances, rules, and regulations relating to the work required by this Contract.

20. Permits/Licenses. All necessary permits and licenses shall be secured and paid for by CONTRACTOR.

21. Utilities. Unless otherwise agreed by the parties in writing, all utilities including but not limited to electricity, water, gas, and telephone used on the Project shall be furnished and paid for by CONTRACTOR.

22. Provisions Required by Law Deemed Inserted. Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to be inserted and this Agreement shall be read and enforced as though it were included. If through mistake or otherwise, any provision is not inserted or is not correctly inserted, upon application of either party the Agreement shall be amended to make the insertion or correction. All references to statutes and regulations shall include all amendments, replacements, and enactments on the subject which are in effect as of the date of this Agreement, and any later changes which do not materially and substantially alter the positions of the parties.
23. **Contractor’s License and DIR Registration.** In order to perform the work required by this Agreement, CONTRACTOR must possess a valid, active license in the classification specified in the Notice to Contractors Calling for Bids issued by the State of California, which shall remain valid and active throughout the Project. In addition, Contractor must be registered with DIR as a public works contractor. Contractor registration is accomplished through the portal.


24. **Trenching or Other Excavations.** If the Project involves digging trenches or other excavations that extend deeper than four feet, the following provisions shall be a part of this Contract:

A. CONTRACTOR shall promptly, and before the following conditions are disturbed, provide written notice to OWNER if CONTRACTOR finds any of the following conditions:

   (1) Material that CONTRACTOR believes may be a hazardous waste, as defined in Section 25117 of the Health and Safety Code, that is required to be removed to a Class I, Class II, or Class III disposal site in accordance with the provisions of existing law.

   (2) Subsurface or latent physical conditions at the site which are different from those indicated or expected.

   (3) Unknown physical conditions at the site of any unusual nature or which are materially different from those ordinarily encountered and generally recognized as inherent in work which CONTRACTOR generally performs.

B. In the event that CONTRACTOR notifies OWNER that CONTRACTOR has found any of the conditions specified in subparagraphs (a), (b) or (c) above, OWNER shall promptly investigate the condition(s). If OWNER finds that the conditions are materially different or that a hazardous waste is present at the site which will affect CONTRACTOR’s cost of, or the time required for, performance of the Agreement, OWNER shall issue a change order in accordance with the procedures set forth in this Agreement.

C. In the event that a dispute arises between OWNER and CONTRACTOR regarding any of the matters specified in Paragraph (2) above, CONTRACTOR shall proceed with all work to be performed under the Agreement and CONTRACTOR shall not be excused from completing the Project as provided in the Agreement. In performing the work pursuant to this Paragraph, CONTRACTOR retains all rights provided by law which pertain to the resolution of disputes and protests between the contracting parties.
Claims.

A. Public works claims of $375,000 or less between CONTRACTOR and OWNER are subject to the provisions of Article 1.5 (commencing with Section 20104) of Chapter 1 of Part 2 of the Public Contract Code. For purposes of this Paragraph and Article 1.5, "public work" means "public works contract" as defined in Public Contract Code section 1101; "claims" means a separate demand by CONTRACTOR for a time extension or payment of money or damages arising from work done by or on behalf of CONTRACTOR pursuant to the Agreement, and payment of which is not otherwise expressly provided for or the claimant is not otherwise entitled to, or the amount of the payment which is disputed by OWNER.

B. Each claim must be submitted in writing five days after the damage was sustained or after the event or action giving rise to the claim and shall include all documents necessary to substantiate the claim. OWNER shall respond in writing within 45 days of receipt of the claim if the claim is less than or equal to $50,000 ("$50,000 claim") or within 60 days if the claim is over $50,000 but less than or equal to $375,000 ("$50,000-$375,000 claim"). In either case, OWNER may request in writing within 30 days of receipt of the claim any additional documentation supporting the claim or relating to any defenses to the claim which OWNER may have against CONTRACTOR. Any additional information shall be requested and provided upon mutual agreement of OWNER and CONTRACTOR.

C. OWNER's written response to the claim shall be submitted to CONTRACTOR within 15 days after receipt of the further documentation for $50,000 claims or within 30 days after receipt of the further documentation for $50,000-$375,000 claims or within a period of time no greater than that taken by CONTRACTOR in producing the additional information, whichever is greater.

D. Within 15 days of receipt of OWNER's response, if CONTRACTOR disputes OWNER's written response, or within 15 days of OWNER's failure to respond within the time prescribed, CONTRACTOR shall provide written notification to OWNER demanding an informal conference to meet and confer ("Conference") to be scheduled by OWNER within 30 days. Following the Conference, if any claim or portion remains in dispute, CONTRACTOR may file a claim as provided in Chapter 1 (commencing with Section 900) and Chapter 2 (commencing with Section 910) of Part 3 of Division 3.6 of Title 1 of the Government Code. For purposes of those provisions, the period of time within which a claim must be filed is tolled from the time CONTRACTOR submits the written claim pursuant to this section until the time that claim is denied as a result of the conference process, including any period of time utilized by the meet and confer process.
E. Pursuant to Public Contract Code Section 20104.2(f), this paragraph does not apply to tort claims and does not change the period for filing tort claims or actions specified by Chapter 1 (commencing with Section 900) and Chapter 2 (commencing with Section 910) of Part 3 of Division 3.6 of Title 1 of the Government Code.

F. If a civil action is filed, within 60 days but no earlier than 30 days following the filing of responsive pleadings, the court shall submit the matter to nonbinding mediation unless waived by mutual stipulation of both parties. The mediation process shall provide that the parties select a disinterested third person mediator within 15 days; that mediation shall be commenced within 30 days of the submittal, and shall be concluded within 15 days of the commencement of the mediation unless time is extended upon a good cause showing to the court or by stipulation of the parties. If the parties fail to select a mediator within the 15-day period, any party may petition the court to appoint a mediator.

G. If the matter remains in dispute, the case shall be submitted to judicial arbitration as set forth in Public Contract Code Section 20104.4 (b)(1) through (b)(3).

H. In the event of a claim for an amount in excess of $375,000, the parties shall follow the procedures applicable to claims over $50,000 and less than or equal to $375,000, and:

1. All such actions as are required by these procedures are to be completed prior to any resort to judicial action.

2. In the event of disputes not resolved by the parties, the parties agree to appoint a mediator mutually acceptable to both parties to resolve all disputes.

3. In the event the parties are unable to agree on a mediator, the mediator is to be selected by application to the Superior Court of the county in which OWNER is located for selection of the mediator from a list of names provided by the parties, each party submitting no more than three names.

4. The selected mediator shall set a mediation as soon as possible. In the event the dispute is not resolved by mediation, the parties may then resort to the judicial process.

I. In the event a dispute arises between the parties during the course of the Project, the parties shall attempt to resolve the dispute using the procedures set forth in this section. Pending resolution of the dispute, CONTRACTOR shall diligently continue to work on the Project to completion. CONTRACTOR agrees it will neither rescind the Agreement nor stop progress of the work, and CONTRACTOR’s sole remedy shall be the procedures set forth in this section.
26. **Entire Agreement.** The Agreement, including the Contract Documents incorporated by reference, constitutes the final, complete, and exclusive statement of the terms of the agreement between the parties pertaining to the public works construction project which is the subject of the Agreement, and supersedes all prior and contemporaneous understandings or agreements of the parties. No party has been induced to enter into this Agreement by, nor is any party relying on, any representation or warranty outside those expressly set forth in this Agreement.

Executed at , County, California

DATED: OWNER

*By:*
Title:
Address:

DATED: CONTRACTOR:

*By:*
Title:
Address:

Contractor’s License Number.
Contractor’s DIR Registration No.

**Important Notice:** California law provides that “A contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, as defined in this chapter, unless currently registered and qualified to perform public work pursuant to Labor Code Section 1725.5.” Please go to [http://www.dir.ca.gov/Public-Works/PublicWorks.html](http://www.dir.ca.gov/Public-Works/PublicWorks.html) for more information and to register. This project is subject to monitoring by the Department of Industrial Relations.