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

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PROJECT: Kern Community College District
Porterville College
  • Coffee Kiosk (Site Improvements)
  • 100 E. College Ave
Porterville, CA 93257
Porterville College
Kern Community College District

1.0 NOTICE TO PROPOSERS

Request for Proposal

DATE:  
June 03, 2021

TO:  
Qualified Proposers

FROM:  
Joseph DeRosa
Kern Community College District
2100 Chester Ave.
Bakersfield, CA 93301

• PROJECT:  **Coffee Kiosk (Site Improvements)**

Porterville College
Kern Community College District

PROJECT DESCRIPTION:  Installation of site work paving and utilities to prepare hook-up locations for on-site food truck. Includes but not limited to demo, concrete, and misc. utilities.

LICENSE REQUIRED:  
“B”

PROPOSAL DATE/TIME:  
June 22, 2021 at 2:00pm

PROPOSAL LOCATION:  
Kern Community College District
2100 Chester Ave. Room 201
Bakersfield, CA  93301
Attn: Joseph DeRosa, jderosa@kccd.edu

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
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. (C.O.B. 06/17/2021)
3. E-mail questions will be accepted within the above time limits.

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:
In case a proposal is submitted by a corporation, it shall be signed in the name of such corporation by a dully 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 (90) 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, of the District by certified mail or by personal delivery during normal working hours, for administrative appeal.

3. Protest Submittal shall contain the following:
   a. 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/Security. Proposals shall be accompanied with a Bid security 10% of project amount for all contacts $60,000 or more.  
   a. Each bid/proposal shall be accompanied by a bid security pursuant to Public Contracts Code 20674, in cash, a certified or cashier’s check, or bid bond in an amount not less than 10 percent of the total bid price payable to the Owner. The bid security shall be given as a guarantee that if awarded the contract the bidder will execute and return the Construction Agreement within 10 working days after award of the contract and will furnish on the prescribed forms a satisfactory Payment Bond. (labor and material) Bond and separate Performance Bond, in accordance with the Contract Documents and Civil Code Section 3248, and certificates evidencing that the required insurance is in effect in the amounts set forth in the Contract Documents. In case of refusal or failure to timely execute the Construction Agreement and furnish the required bonds and insurance certificates, the bid security shall be forfeited to the Owner. If the bidder elects to furnish a bid bond as its bid security, the bidder shall use the bid bond form included in the Contract Documents, unless the Owner elects to waive the use of the form provided, in its sole discretion.

2. Payment and Performance Bond. 100% of contract amount for all contracts $25,000 or more.  
   a. The Payment and Performance Bonds which the successful bidder as Contractor will be required to execute are included in the Contract Documents and should be carefully examined by the bidder. The Payment Bond shall be in an amount not less than 100 percent of the amount of the contract in accordance with Civil Code Section 3248. The successful bidder as Contractor will also be required to furnish a separate Performance Bond in the amount of 100 percent of the contract amount. Sufficient bonds shall be fully executed and returned to Owner with the executed Construction Agreement.

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:
   1) "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."
   2) 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.
3) Acceptance of the Certificates of Insurance shall not relieve or decrease the liability of the Contractor.

4) 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.

5) 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: New Year's Day, Memorial Day, July Fourth, Labor Day, Veteran's Day, Thanksgiving Day and Christmas.
   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 the 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, worker 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 Proposers (Request for Proposal), 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://efiling.dir.ca.gov/PWCR/. 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 Bid

Proposals will be received at the Kern Community College District, 2100 Chester Ave, Room 201 (FACILITIES); Bakersfield, CA 93301 up to June 22, 2021 at 2:00 pm

Submitted to: Kern Community College District
Bakersfield, California

Submitted by:________________________________

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 (a) No (s) __________________, inclusive, 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:

BASE AMOUNT – Bid shall be determined on BASE BID only

Base Amount

$____________________________

Allowance #1

$____________________________ $ 5,000.00

Total Bid Amount

$____________________________

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 between, June 30, 2021 — August 04, 2021 or as otherwise scheduled by College and Contractor.

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

REQUEST FOR PROPOSAL
Submit in Bid

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                          Listed

(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 BID

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
SUBCONTRACTOR LIST:

Pursuant to the Provisions of the Public Contracts Code Sections 4100 to 4107 inclusive, every proposer shall set forth the name and location of the place of business of each subcontractor who will perform work or labor in or about the construction of the work or improvement in an amount in excess of one-half of one percent (1/2 of 1%) of the Proposers total proposal. If a Contractor is not listed and the work is more than one-half of one percent (1/2 of 1%) of the Proposers total proposal, he agrees to perform that portion himself. The following is the list of subcontractors:

<table>
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<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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No proposal is valid unless signed by the person making the proposal.

** State whether your firm is a corporation, a co-partnership, private individual, or individuals, doing business under a firm name. If the proposer is a partnership, the proposal should be signed with the partnership name and by one of the authorized partners. If the proposer is a corporation, it should be signed by a person authorized to execute proposals on behalf of the corporation.

** ** **

4.0 BID BOND

Submit in Bid 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: ____________________________
By: _______________________________
Title: ____________________________

Dated: ____________________________
By: _______________________________
Title: ____________________________
CERTIFICATE OF ATTENDANCE AT MANDATORY JOBWALK

On projects including a Mandatory Site Visit, this form must be submitted with the bid or bidder will be declared “non-responsive”

PROJECT TITLE/ BID #: PC Coffee Kiosk (Site Improvements)
OWNER: Kern Community College District (KCCD)

It is the Owner’s intention to provide all contractors with equal access to information regarding this project. Further, the Owner has issued plans and specifications to bidders and has allowed bidders the opportunity to inspect the site with knowledgeable personnel at the job walk. Therefore it is understood that the Owner may declare the bid non-responsive for any of the following conditions:

1. If a bidder attends the entire mandatory job walk but fails to complete this form;
2. If a bidder fails to attend the entire mandatory job walk;
3. If a bidder fails to attend the entire mandatory job walk but certifies that he was in attendance. [NOTE: This may also lead to a determination that the bidder is non-responsive.]

Please check one of the following:

☐ I attended the entire mandatory job walk
☐ I did not attend the entire mandatory job walk.

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

Executed at , California, on .

Firm Name:

By:

Print Name Above

Signed

Print 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-five percent (95%) 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-five percent (95%) 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-five percent (95%) 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 furnished 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:

Fifty Dollars - No Cents

DOLLARS ($50.00) 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:

1.1. SUMMARY

Installation of site work paving and utilities to prepare hook-up locations for onsite food truck/trailer. Includes but not limited to demo, concrete, and misc. utilities.

a. See attached Drawings and specification

Intent:
Requirements in this SOW serve as a direction to the Contractor for the site work and utilities for the Coffee Kiosk (Site Improvements) project. The Contractor shall perform all services in accordance with professional standards of skill, care and diligence adhered to by reputable, first class international firms and shall conform to generally accepted professional practices and to all applicable codes.

B. WORK SEQUENCE:

1. Schedule all building system shutdowns with M&O Director. All work to each building to be performed as scheduled so as not to interrupt any instruction. Some Friday or Saturdays may be required and must be scheduled with PC M&O Director.

2. The Work will be conducted in one phase to provide the least possible interference to the activities of the Owner's personnel and to permit an orderly transfer of personnel and equipment to the new facilities. Installation must be complete when building is vacant and/or a Friday afternoon. Contractor may have weekend access if so desired.

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 construction operations. Take all precautions necessary to protect the building and its occupants during the construction 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 during construction operations to minimize conflicts and facilitate Owner usage. Perform the Work so as not to interfere with
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 M/O Director.
3. Provide all necessary labor, 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. All Manufacturers Warranties/Guarantees to be a pass-through to Porterville College.
6. 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. SCOPE OF WORK:

Install site concrete and utilities for 2 Coffee Kiosk

Scope of Work

LABOR AND MATERIAL:
• See attached drawings and specifications.
• Demo and install site concrete and utilities as needed for 2- coffee kiosks.

Clarifications:
1. Work will be expected to be available to be performed during Regular Business Hours, Monday through Friday except State and National Holidays. Procurement and installation to be performed during June 30, 2021 – August 04, 2021

General:
1. All work is to comply with all applicable codes, regulations and standards.
2. The contractor will rectify any damage to all areas on completion of the works.
3. The contractor shall supply all materials and labor in order to complete the works.
4. All waste material to be taken from site and disposed of by the contractor.
5. Site is to remain tidy at all times and cleaned up daily and upon completion of works.
6. All work to be carried out in a workmanship like manner.
7. All Documentation regarding warranties, guarantees and instructional literature are to be handed to your project representative via electronic format.
8. Any variations are to be priced and approved in writing by Project Manager before proceeding with the work.
10. All existing conditions, equipment information, measurements are to be confirmed by the contractor on site. NOTE: Any damage caused by the Contractor or his subcontractors is to be made good at the Contractor’s expense.

CONTRACTOR PROVISIONS:
The Contractor shall supply everything necessary for the execution and completion of the work including Site preparation and installation, performance shall be in accordance with all building codes and standards

WORKING HOURS:
Working hours are to be 6am to 6pm. No work is to take place outside these hours unless project manager or maintenance and operations manager has given agreement. All work to be performed during

SITE PREPARATION AND CLEANING UP
The Contractor shall at all times keep the work area, including storage areas, free from accumulations of waste materials. Before completing the work and daily, the Contractor shall remove all premises rubbish, tools, scaffolding, equipment, and materials that are not the property of the College. Unsightly materials and debris including excess soil, garbage, and equipment should be removed as required daily; while materials should be scheduled for delivery only as required for immediate use.

7.0 ATTACHEMENTS

1. Porterville College Campus Map
2. A1.10 – A1.20 Drawings
3. Specification: 321313 Portland Cement Concrete Paving
EX TREE TO REMAIN
EX CONCRETE WALK TO REMAIN
BLDG 02
EX LIGHT STANDARD TO REMAIN
EX IRRIGATION SPRINKLER HEAD TYP - SEE PLANS FOR SCOPE OF WORK - CONTRACTOR TO FIELD VERIFY ALL HEAD LOCATIONS AND IRRIGATION LINE ROUTING/CONNECTION
EX PLANTER AREA - REMOVE PLANTER MULCH - PREPARE FOR CONCRETE FLATWORK - SEE PLANS - REMOVE EX UNDERGROUND IRRIGATION SYSTEM - CAP AS REQUIRED OR CONNECT BACK IN A MANNER TO KEEP REMAINING SYSTEM PROPERLY OPERATIONAL - DELIVER SPRINKLER HEADS TO OWNER - SEE PLANS
EX PLANTER AREA - SEE PLANS FOR WORK ON THIS AREA
EX CONCRETE
EX LANDSCAPE SHRUBS TO REMAIN
EX LANDSCAPE SHRUBS TO REMAIN
EX LANDSCAPE SHRUBS TO REMAIN
EX TREE TO REMAIN
EX WATER HOSE BIBB
EX SEWER COTG - VERIFY LOCATION/ROUTING
EX DAMAGED STORM DRAIN CATCH BASIN - SEE PLANS FOR SCOPE OF WORK
EX CONCRETE PAVING
EX IRRIGATION SPRINKLER HEAD TYP - SEE PLANS FOR SCOPE OF WORK - CONTRACTOR TO FIELD VERIFY ALL HEAD LOCATIONS AND IRRIGATION LINE ROUTING/CONNECTION
BLDG 11
EX PLANTER AREA - REMOVE PLANTER MULCH AND EXISTING ROSES - SALVAGE ROSES AND DELIVER TO OWNER - PREP AREA FOR CONCRETE FLATWORK - SEE PLANS - REMOVE EX UNDERGROUND IRRIGATION SYSTEM CAP AT ADJACENT PLANTER AREA - DELIVER SPRINKLER HEADS TO OWNER - SEE PLANS
EX TRASH CAN
REMOVE EX CONCRETE CURB PORTION
EX STORM DRAIN CATCH BASIN TO REMAIN
EX CHAINLINK FENCE TO REMAIN
EX TREE TO REMAIN
EX BUILDING COLUMN TO REMAIN - TYP
EX BUILDING OVERHANG - TYP
EX CONCRETE APRON TO REMAIN
EX CONCRETE PAVING
EX PLANTER AREA
EX SPRINKLER IRRIGATION HEAD TO REMAIN
EX 2" GAS (HP)
EX 5" GAS

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PART 1 - GENERAL

1.1 RELATED DOCUMENTS
   A. Drawings and general provisions of Contract.

1.2 SUMMARY
   A. This section includes, but not limited to, the following:
      1. Extent of Portland cement concrete paving is shown on drawings:
         a. Broom finish Portland Cement Concrete Paving.
         b. Miscellaneous footing(s) for items.
         c. Landscape curbs, walkways.
         d. Design build grades

1.3 SUBMITTALS
   A. Provide samples, manufacturer's product data, test reports, and materials' certifications as required in referenced sections for concrete and joint fillers and sealers.
      1. Provide 4 foot square sample of each finish type.
   B. Design Built Grades: Contractor shall submit to Architect existing and proposed grades. Architect shall review with comments, if any. Contractor shall make changes to grades as indicated in Architect's comments. Submit for final review/approval.

1.4 QUALITY ASSURANCE
   A. Codes and Standards: Comply with local governing regulations if more stringent than herein specified.

1.5 JOB CONDITIONS
   A. Traffic Control: Maintain access for vehicular and pedestrian traffic as required for other construction activities.
      1. Coordinate with requirements for "Temporary Facilities" specified in Division 1.

PART 2 - PRODUCTS

2.1 MATERIALS
A. Forms: Steel, wood, or other suitable material of size and strength to resist movement during concrete placement and to retain horizontal and vertical alignment until removal. Use straight forms, free of distortion and defects.

   1. Use flexible spring steel forms or laminated boards to form radius bends as required.

B. Coat forms with a nonstaining form release agent that will not discolor or deface surface of concrete.

C. Reinforcing Bars: Deformed steel bars, ASTM A 615, Grade 60.

D. Fabricated Bar Mats: Welded or clip-assembled steel bar or rod mats, ASTM A 184. Use ASTM A 615, Grade 60 steel bars, unless otherwise indicated.

E. Joint Dowel Bars: Plain steel bars, A36. Cut bars true to length with ends square and free of burrs.

F. Concrete Materials: Comply with requirements of applicable Division 3 sections for concrete materials, admixtures, bonding materials, curing materials, and others as required.

G. Expansion Joint Materials: Comply with requirements of applicable Division 7 sections for preformed expansion joint fillers and sealers.

H. Clear Liquid-Membrane Forming and Sealing Curing Compound: Comply with ASTM C 309, Type I, Class B, limited to maximum solvent content 1.6 pound per gallon, unless other type acceptable to Architect. Moisture loss no more than 0.055 gr./sq. cm. when applied at 200 sq. ft. / gal.

   1. Available Products: Subject to compliance with requirements, products which may be incorporated in the work include, but are not limited to, the following:

      b. "Aqua Cure"; Euclid Chemical Co.
      e. "Dress and Seal"; L & M Construction Chemicals.

I. Bonding Compound: Polyvinyl acetate or acrylic base, rewettable type.

   1. Available Products: Subject to compliance with requirements, products which may be incorporated in the work include, but are not limited to, the following:

      a. "J-40 Bonding Agent"; Dayton Superior Corp.
      b. "Weldcrete"; Larsen Products.
      d. "Everbond"; L & M Construction Chemicals.
      e. "EucoWeld"; Euclid Chemical Co.
      f. "Hornweld"; A. C. Horn.
      g. "Sonocrete"; Sonneborn-Contech.
      h. "Acrylic Bondcrete"; The Burke Co.

J. Epoxy Adhesive: ASTM C 881, 2-component material suitable for use on dry or damp surfaces. Provide material "Type", "Grade", and "Class" to suit project requirements.

   1. Available Products: Subject to compliance with requirements, products which may be
incorporated in the work include but are not limited to the following:

a. "Epoxite"; A. C. Horn.
c. "Sikadur Hi-Mod"; Sika Chemical Corp.
d. "Euco Epoxy 463 or 615"; Euclid Chemical Co.
e. "Patch and Bond Epoxy"; The Burke Co.
f. "Sure-Poxy"; Kaufman Products Inc.
g. "Rezi-Weld 1000 - Gel Paste"; W. R. Meadows

K. Catch Basins: Shall be concrete precast per ASTM C 478 or ASTM 858 min. 12” deep with added sections as required to get to depth of pipe, valve, etc. High density reinforced concrete, all boxes and covers/grates shall be heavy vehicular traffic rating.

1. Catch Basins: Heavy Vehicular traffic rating grate/basin welded galvanized grate ADA compliant. Grate shall be bicycle proof and bolt down 24” square nominal grate size.

   a. Available Products: Subject to compliance with requirements, products which may be incorporated in the work include, but are not limited to, the following:

      (1) Christy Concrete Products, "U23 catch basin/H20 ADA grate".

R. Preformed Expansion Filler: Composed of cellular fibers securely bonded together and uniformly saturated with asphalt. It is non-extruding, resilient and when compressed to half its thickness, with a minimum recovery of 70%, will not deform, twist or break with ordinary handling.

1. Available Products: Subject to compliance with requirements, products that may be incorporated in the Work include, but are not limited to, the following:


2.2 CONCRETE MIX, DESIGN, AND TESTING

A. Design mix to produce normal-weight concrete consisting of Portland cement, aggregate, water-reducing or high-range water-reducing admixture (superplasticizer), air-entraining admixture, and water to produce the following properties:

1. Compressive Strength: 4000 psi, minimum at 28 days, unless otherwise indicated.
2. Slump Limits: 3 inches for other concrete.
3. Air Content: 5 to 8 percent based on size of aggregate.

PART 3 - EXECUTION

3.1 SURFACE PREPARATION

A. Remove loose material from compacted subgrade surface immediately before placing concrete.

3.2 FORM CONSTRUCTION
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A. Set forms to required grades and lines, braced and secured. Install forms to allow continuous progress of work and so that forms can remain in place at least 24 hours after concrete placement.

B. Check completed formwork for grade and alignment to following tolerances:
   1. Top of forms to create a concrete grade tolerance of not more than 1/8 inch in 10 feet.
   2. Vertical face on longitudinal axis, not more than 1/4 inch in 10 feet.

C. Clean forms after each use and coat with form release agent as required to ensure separation from concrete without damage.

D. Slope step treads at 1/8 inch per foot to drain. Provide metal nosing at all steps with more than 1 riser, where indicated.

3.3 CONCRETE PLACEMENT

A. Do not place concrete until subgrade and forms have been checked for line and grade. Moisten subgrade if required to provide a uniform dampened condition at time concrete is placed. Do not place concrete around manholes or other structures until they are at required finish elevation and alignment.

B. Place concrete by methods that prevent segregation of mix. Consolidate concrete along face of forms and adjacent to transverse joints with internal vibrator. Keep vibrator away from joint assemblies, reinforcement, or side forms. Use only square-faced shovels for hand-spreading and consolidation. Consolidate with care to prevent dislocation of reinforcing, dowels, and joint devices.

C. Use bonding agent at locations where fresh concrete is placed against hardened or partially hardened concrete surfaces.

D. Deposit and spread concrete in a continuous operation between transverse joints as far as possible. If interrupted for more than 1/2 hour, place a construction joint.

E. When adjacent pavement lanes are placed in separate pours, do not operate equipment on concrete until pavement has attained sufficient strength to carry loads without injury.

3.4 JOINTS (SEE DRAWINGS FOR MORE RESTRICTIVE SPACING)

B. General: Construct expansion, weakened-plane (contraction), and construction joints true to line with face perpendicular to surface of concrete. Construct transverse joints at right angles to the centerline, unless otherwise indicated.

C. When joining existing structures, place transverse joints to align with previously placed joints, unless otherwise indicated.

D. Weakened-Plane (Contraction) Joints: Provide weakened-plane (contraction) joints, sectioning concrete into areas as shown on drawings. Construct weakened-plane joints for a depth equal to at least 1/4 concrete thickness, as follows:
   1.Tooled Joints: Form weakened-plane joints in fresh concrete by grooving top portion with a recommended cutting tool and finishing edges with a jointer.

E. Construction Joints: Place construction joints at end of placements and at locations where
placement operations are stopped for more than 1/2 hour, except where such placements terminate at expansion joints.

1. Construct joints as shown.
2. Provide load transfer-slip dowel devices—#4 min. size @ 18” o.c. min., install so that one end of each dowel bar is free to move. Provide at all construction joints.

F. Expansion Joints: Provide premolded joint filler for expansion joints abutting concrete curbs, catch basins, manholes, inlets, structures, walks, and other fixed objects, unless otherwise indicated.

1. Locate expansion joints as indicated on drawings or 20’ maximum, whichever is less.
2. Start/finish of all radius and direction changes.
3. Locate expansion joints as indicated on drawings for concrete paving or 20’ maximum any direction—whichever is less.

G. Extend joint fillers full width and depth of joint, not less than 1/2 inch or more than 1 inch below finished surface where joint sealer is indicated. If no joint sealer, place top of joint filler flush with finished concrete surface.

H. Furnish joint fillers in one-piece lengths for full width being placed wherever possible. Where more than one length is required, lace or clip joint filler sections together.

I. Protect top edge of joint filler during concrete placement with a metal cap or other temporary material. Remove protection after concrete has been placed on both sides of joint.

J. Fillers and Sealants: Comply with requirements of applicable Division 7 sections for preparation of joints, materials, installation, and performance.

3.5 CONCRETE FINISHING

A. After striking-off and consolidating concrete, smooth surface by screeding and floating. Use hand methods only where mechanical screeding and floating is not possible. Adjust floating to compact surface and produce uniform texture.

1. Where medium or heavy broom finishes are required or indicated, concrete must be tamped to avoid brooming operations from exposing large aggregate.

B. After floating, test surface for trueness with a 10-ft. straightedge. Distribute concrete as required to remove surface irregularities, and refloat repaired areas to provide a continuous smooth finish. No level deviation between pours will be accepted unless details on Plans specifically require.

C. Work edges of slabs, gutters, back top edge of curb, and formed joints with an edging tool, and round to 1/2-inch radius, unless otherwise indicated. Eliminate tool marks on concrete surface.

D. After completion of floating and when excess moisture or surface sheen has disappeared, complete troweling and finish surface as follows:

1. Hard trowel aggregate chips to imbed into concrete surface.
2. Complete hard trowel finishing of surface, edges and joints. Eliminate all tool marks.
3. Broom finish as indicated; otherwise finish concrete smooth, free of tool marks and voids in surface.

   a. Broom finish- use fine, medium or heavy bristled broom specifically designed for
type of concrete finish indicated.

1) Medium broom finish on all surfaces less than 6% slopes.

b. Broom from one direction only. Broom a complete section at one time. Do not broom previously broomed section at a later time. This will produce a color and texture variation that may be cause for rejection.
c. Provide a uniform finish throughout entire concrete operations of type of finish indicated. Provide line texture acceptable to the Architect.
d. Medium broom finish on all surfaces less than 6% slope.

4. Broom finish:

a. For fine broom finish, wet broom, broom in one direction only. Wash broom after each stroke, shake off excess water.
b. Medium or heavy broom finish, start with damp broom, broom in one direction only. Shake off concrete laitance after each stroke. It is common to see concrete laitance ball up and fall off trailing edge of broom. Do not remove these laitance until such time as removal/clean up will not damage concrete surface or broom markings.

6. All concrete brooming whether fine, medium or heavy will take place at the same set point of concrete cure as for fine broom finish.

7. Tolerances:

a. Concrete Flatness Ft = 20.
b. Concrete Levelness Fl = 25.

E. Do not remove forms for 24 hours after concrete has been placed. After form removal, clean ends of joints and point-up any minor honeycombed areas. Remove and replace areas or sections with major defects, as directed by the Architect.

3.6 CURING

A. Protect and cure finished concrete paving in compliance with applicable requirements. Use membrane-forming curing and sealing compound or approved moist-curing methods.

3.7 REPAIRS AND PROTECTIONS

A. Repair or replace broken or defective concrete, as directed by the Architect.

1. Concrete damaged by construction or non-conforming work shall be removed/replaced to nearest full panel to control joint. Architect shall review aesthetic appearance of repair and work shall be approved by the Architect prior to being accepted.

B. Drill test cores where directed by Architect when necessary to determine magnitude of cracks or defective areas. Fill drilled core holes in satisfactory pavement areas with Portland cement concrete bonded to pavement with epoxy adhesive.

C. Protect concrete from damage until acceptance of work. Exclude traffic from pavement for at least 14 days after placement. When construction traffic is permitted, maintain pavement as clean as possible by removing surface stains and spillage of materials as they occur.
D. Sweep concrete pavement and wash free of stains, discolorations, dirt, and other foreign material just before final inspection.

END OF SECTION 321313