



RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

Bid #1344 – Sports Field Maintenance – SCC

Bid Deadline: June 8, 2018 at 2:00 p.m.

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
SANTA ANA, CALIFORNIA

NOTICE CALLING FOR BIDS

The Board of Trustees of the Rancho Santiago Community College District is advertising for bids to be received up to June 8, 2018 at 2:00pm in the Rancho Santiago Community College District - Purchasing Department, 2323 N. Broadway - Room 109, Santa Ana, CA 92706, for Bid #1344 – Sports Field Maintenance – SCC.

There will be a mandatory pre-bid conference and job walk on May 29, 2018 at 8:30am, at Santiago Canyon College, 8045 Chapman Ave., Orange, CA 92869. Bid proposals will be accepted only from bidders who attend the entire pre-bid conference and job walk and properly sign in. It is recommended that bidders park in Lot #6. Bidders are required to purchase and display a parking permit. Bidders are to meet at the Concession Stand, near the Softball Field.

For information or to obtain a copy of the bid documents, contact Laura Bennett, Buyer, at bennett_laura@rsccd.edu or phone (714) 480-7374.

Advertised: Orange County Register
 May 12, 2018
 May 19, 2018

INFORMATION FOR BIDDERS

WARNING:

**READ THIS DOCUMENT CAREFULLY. DO NOT ASSUME
THAT IT IS THE SAME AS OTHER SIMILAR DOCUMENTS
YOU MAY HAVE SEEN, EVEN IF FROM THE SAME DISTRICT.**

1. **Preparation of Bid Form.** Bids shall be submitted on the prescribed Bid Form, completed in full. All bid items and statements shall be properly and legibly filled out. Numbers shall be stated both in words and in figures where so indicated, and where there is a conflict in the words and the figures, the words shall control over the numbers. The signatures of all persons shall be in longhand and in ink. Prices, wording and notations must be in ink or typewritten.
2. **Form and Delivery of Bids.** The bid must conform and be responsive to all Project Documents and shall be made on the Bid Form provided, and the complete bid, together with any and all additional materials as required, shall be enclosed in a sealed envelope, addressed and hand delivered or mailed to: Rancho Santiago Community College District (DISTRICT), 2323 N. Broadway, Room 109, Santa Ana, CA 92706, and must be received on or before the bid deadline. Bidders are to include one (1) printed original, four (4) printed copies and an electronic copy (CD, flash drive, etc.) of their complete bid. The envelope shall be plainly marked in the upper left hand corner with the bidder's name, the name of the Project and the date and time for the opening of bids. It is the bidder's sole responsibility to ensure that its bid is received at the specified location prior to the bid deadline. The District shall not be responsible for any delays or issues with mail delivery. In accordance with Government Code Section 53068, any bid received after the scheduled closing time for receipt of bids shall be returned to the bidder unopened. At the time and place set forth for the opening of bids, the sealed bids will be opened and publicly read aloud. However, if prequalification of bidders is required pursuant to Public Contract Code Section 20651.5 only those sealed bids received from prequalified bidders shall be opened and publicly read aloud.
3. **Bid Security.** Each bid shall be accompanied by a bid security in the form of a certified or cashier's check or bid bond in the amount of not less than ten percent (10%) of the total bid price for the contract term. Checks are to be payable to the DISTRICT and shall be given as a guarantee that the bidder, if awarded the contract, will execute the Agreement within five (5) working days after notice of award of the contract, and will furnish, on the prescribed forms, a satisfactory Faithful Performance Bond in an amount not less than one hundred percent (100%) of the total bid price for the contract term, furnish certificates and endorsements evidencing that the required insurance is in effect, the Workers' Compensation Certificate, Drug-Free Work Place Certification all within five (5) working days of the notice of award of the contract or as otherwise requested in writing by the DISTRICT. It is understood and agreed that should bidder fail or refuse to return these documents as required by the DISTRICT, the bid security shall be forfeited to the DISTRICT. If the bidder elects to furnish a bid bond as its bid security, the bidder shall use the bid bond form included in the Project Documents.
4. **Signature.** Any signature required on Project Documents must be signed in the name of the bidder and must bear the signature of the person or persons duly authorized to sign these documents. Where indicated, if bidder is a corporation, the legal name of the corporation shall first be set forth, together with two signatures: one from among the chairman of the board, president or vice president and one from among the secretary, chief financial officer, or treasurer. Alternatively, the signature of other authorized officers or agents may be affixed, if duly authorized by the corporation. Such documents shall include the title of such signatories below the signature and shall bear the corporate seal. Where indicated, in the event that the bidder is a joint venture or partnership, there shall be submitted with the bid certifications signed by authorized officers of each of the parties to the joint venture or partnership, naming the individual who shall sign all necessary documents for the joint venture or partnership and, should the joint venture or partnership be the successful bidder, who shall act in all matters relative to the Project for the joint venture or partnership. If bidder is an individual, his/her signature shall be placed on such documents.
5. **Modifications.** Changes in or additions to any of the bid documents, summary of the work bid upon, alternative proposals, or any other modifications which are not specifically called for by the DISTRICT may result in the DISTRICT's rejection of the bid as being nonresponsive. No oral, telephonic, facsimile or electronic modification of

any of the bid documents will be considered.

6. **Erasures, Inconsistent or Illegible Bids.** The bid submitted must not contain any erasures, interlineations, or other corrections unless each such correction is authenticated by affixing the initials of the person(s) signing the bid in the margin immediately adjacent to the correction. In the event of inconsistency between words and numbers in the bid, words shall control numbers. In the event that DISTRICT determines that any bid is unintelligible, illegible or ambiguous, the DISTRICT may reject such bid as being nonresponsive.
7. **Examination of Site and Project Documents.** At its own expense and prior to submitting its bid, each bidder shall examine all documents relating to the Project; visit the site and determine the local conditions which may in any way affect the performance of the work, including the general prevailing rates of per diem wages and other relevant cost factors; familiarize itself with all Federal, State and Local laws, ordinances, rules, regulations and codes affecting the performance of the work, including the cost of permits and licenses required for the work; make such surveys and investigations, including investigation of subsurface or latent physical conditions at the site or where work is to be performed, as it may deem necessary for performance of the work at its bid price; determine the character, quality, and quantities of the work to be performed and the materials and equipment to be provided; and correlate its observations, investigations, and determinations with all requirements of the Project. The Project Documents show and describe the existing conditions as they are believed to have been used in the design of the work and are only provided as information for the bidder. The DISTRICT is not making any warranties regarding said information. The DISTRICT shall not be liable for any loss sustained by the successful bidder resulting from any variance between the conditions and design data given in the Project Documents and the actual conditions revealed during the bidder's pre-bid examination or during the progress of the work. Bidder agrees that the submission of a bid shall be incontrovertible evidence that the bidder has complied with all the requirements of this provision of the Information for Bidders.
8. **Withdrawal of Bids.** Any bid may be withdrawn, either personally or by written request signed by the bidder, at any time prior to the scheduled closing time for receipt of bids. The bid security for a bid withdrawn prior to the scheduled closing time for receipt of bids, in accordance with this paragraph, shall be returned. No bidder may withdraw any bid for a period of ninety (90) calendar days after the date set for the opening of bids.
9. **Term.** Bid award is based on the total price of years one (1) through (5). The term of the contract shall be for a one (1) year period from July 1, 2018 through June 30, 2019. The term may be extended for an additional four (4) one (1) year terms by written notice to the bidder. The decision to extend the contract is based on performance.
10. **Agreement and Bonds.** The Agreement which the successful bidder will be required to execute and the payment bond required in accordance with Civil Code Section 9550, are included in the Project Documents. The payment bond shall be in the amount not less than one hundred percent (100%) of the amount of the contract in accordance with Civil Code Section 9554. The successful bidder will also be required to furnish a separate faithful performance bond in the amount of one hundred percent (100%) of the contract and in the form included in the Project Documents, which shall remain in full force and effect through the contract period. A new Faithful Performance Bond and new Payment Bond shall be provided for each contract extension in the amount of one hundred percent (100%) of the extended contract term. All bond premiums shall be at bidder's cost.
11. **Interpretation of Project Documents.** If any bidder is in doubt as to the true meaning of any part of the Project Documents, or finds discrepancies in or omissions from the Project Documents, a written request for an interpretation or correction thereof must be submitted to the DISTRICT by the date and time specified in the General Conditions. No requests shall be considered after this time. The bidder submitting the written request shall be responsible for its prompt delivery. Any interpretation or correction of the Project Documents will be made solely at DISTRICT's discretion and only by written addendum duly issued by the DISTRICT, and a copy of such addendum will be hand delivered or mailed or emailed or faxed to each bidder known to have received a set of the Project Documents. No person is authorized to make any oral interpretation of any provision in the Project Documents, nor shall any oral interpretation of Project Documents be binding on the DISTRICT. If there are discrepancies of any kind in the Project Documents, the interpretation of the DISTRICT shall prevail. SUBMITTAL OF A BID WITHOUT A REQUEST FOR CLARIFICATIONS SHALL BE INCONTROVERTIBLE EVIDENCE THAT THE BIDDER HAS DETERMINED THAT THE PROJECT DOCUMENTS ARE ACCEPTABLE AND SUFFICIENT FOR BIDDING AND COMPLETING THE WORK; THAT BIDDER IS CAPABLE OF READING, FOLLOWING AND

COMPLETING THE WORK IN ACCORDANCE WITH THE PROJECT DOCUMENTS; AND THAT BIDDER AGREES THAT THE PROJECT CAN AND WILL BE COMPLETED ACCORDING TO THE DISTRICT'S TIMELINES AND ACCORDING TO THE PROGRESS SCHEDULE TO BE SUBMITTED BY THE SUCCESSFUL BIDDER INCORPORATING THE DISTRICT'S TIMELINES FOR COMPLETION OF THE PROJECT.

12. **Bidders Interested in More Than One Bid.** No person, firm or corporation shall be allowed to make, or file, or be interested in more than one bid for the same work unless alternate bids are specifically called for by the DISTRICT. A person, firm, or corporation that has submitted a subproposal to a bidder, or that has quoted prices of materials to a bidder, is not thereby disqualified from submitting a proposal or quoting prices to other bidders or submitting a bid on the Project.
13. **Award of Contract.** The DISTRICT reserves the right to reject any or all bids, to accept or reject any one or more items of a bid, to increase or decrease quantities or to delete items entirely, or to award items separately or in any combination, or to waive any irregularities or informalities in any bids or in the bidding process, whichever is in the best interest of the District. The award of the contract, if made by the DISTRICT, will be by action of the Governing Board and to the lowest responsive and responsible bidder. If two identical low bids are received from responsive and responsible bidders, the DISTRICT will determine which bid will be accepted pursuant to Public Contract Code Section 20117. In the event an award of the contract is made to a bidder, and such bidder fails or refuses to execute the Agreement and provide the required documents within five (5) working days after the notice of award of the contract to bidder, the DISTRICT may award the contract to the next lowest responsive and responsible bidder or reject all bidders.
14. **Evidence of Responsibility.** Upon request of the DISTRICT, a BIDDER whose bid is under consideration for the award of the contract shall submit promptly to the DISTRICT satisfactory evidence showing the BIDDER'S financial resources, surety and insurance claims experience, completion ability, workload, organization available for the performance of the contract, and other factors pertinent to a project of the scope involved.
15. **Competency of Bidders.** In selecting the lowest responsive and responsible bidder, consideration will be given not only to the financial standing but also to the general competency of the bidder for the performance of the Project. By submitting a bid, each bidder agrees that the DISTRICT, in determining the successful bidder and its eligibility for the award, may consider the bidder's experience and facilities, conduct and performance under other contracts, financial condition, reputation in the industry, and other factors which could affect the bidder's performance of the Project.

The DISTRICT may also consider the qualifications and experience of subcontractors and other persons and organizations (including those who are to furnish the principal items of material and equipment) proposed for those portions of the work. Operating costs, maintenance considerations, performance data and guarantees of materials and equipment may also be considered by the DISTRICT. In this regard, the DISTRICT may conduct such investigations as the DISTRICT deems necessary to assist in the evaluation of any bid and to establish the responsibility, qualifications and financial ability of the bidder, proposed subcontractors, and other persons and organizations to do the work to the DISTRICT's satisfaction within the prescribed time. The DISTRICT reserves the right to reject the bid of any bidder who does not pass any such evaluation to the satisfaction of the DISTRICT.

16. **Listing Subcontractors.** Each bidder shall submit, on the form furnished with the Project Documents, a list of the proposed subcontractors on this Project as required by the Subletting and Subcontracting Fair Practices Act (Public Contract Code Section 4100, et seq.). If alternate bids are called for and the bidder intends to use different or additional subcontractors, a separate list of subcontractors must be submitted for each such alternate bid. If the bidder fails to specify a subcontractor for any portion of the work in excess of one half (1/2) of one percent (1%) of the bidder's total bid, the bidder agrees that he/she is fully qualified to perform that work and agrees to perform that portion of the work. Violation of this requirement (including the procurement of a subcontractor for the Project if no subcontractor is specified) can result in the DISTRICT invoking the remedies of Public Contract Code Sections 4110 and 4111.
17. **Insurance and Workers' Compensation.** The successful bidder shall be required to furnish certificates and endorsements evidencing that the required insurance is in effect. DISTRICT may request that such certificates and endorsements are completed on DISTRICT provided forms. In accordance with the provisions of Section 3700 of the Labor Code, the successful bidder shall secure the payment of compensation to all employees. The successful bidder

who has been awarded the contract shall sign and file with DISTRICT prior to performing the work, the Workers' Compensation Certificate included as a part of the Project Documents. Labor Code Section 1861.

18. **Contractor's License and Certifications.** To perform the work required for the Project, the Contractor must possess, throughout the contract, a class C-27 the Contractor's License as issued by the State of California, which must be current and in good standing. If, at the time of award of the Contract, bidder is not licensed to perform the Project in accordance with Division 3, Chapter 9, of the Business and Professions Code for the State of California, such bid will not be considered and the Contractor will forfeit its bid security to the District. BIDDER must have and maintain any project related certifications listed in the General Conditions, Special Conditions, Scope of Work or other associated bid documents.
19. **Anti-Discrimination.** In connection with all work performed under this Project, there shall be no unlawful discrimination against any prospective or active employee engaged in the work because of race, color, ancestry, national origin, religious creed, sex, age, marital status, physical disability, mental disability, or medical condition. The successful bidder agrees to comply with applicable Federal and State laws including, but not limited to, the California Fair Employment and Housing Act, beginning with Government Code Section 12900 and Labor Code Section 1735. In addition, the successful bidder agrees to require like compliance by any subcontractors employed on the Project by such bidder.
20. **Hold Harmless and Indemnification.** Contractor shall defend, indemnify and hold harmless District, Architect, Inspector, the State of California and their officers, employees, agents and independent contractors from all liabilities, claims, actions, liens, judgments, demands, damages, losses, costs or expenses of any kind arising from death, personal injury, property damage or other cause based or asserted upon any act, omission, or breach connected with or arising from the progress of Work or performance of service under this Agreement or the Contract Documents. As part of this indemnity, Contractor shall protect and defend, at its own expense, District, Architect, Construction Manager, Inspector, the State of California and their officers, employees, agents and independent contractors from any legal action including attorney's fees or other proceeding based upon such act, omission, breach or as otherwise required by this Section.

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

 - a) Liability for (1) death or bodily injury to persons; (2) damage or injury to, loss (including theft), or loss of use of, any property; (3) any failure or alleged failure to comply with any provision of law or the Contract Documents; or (4) any other loss, damage or expense, sustained by any person, firm or corporation or in connection with the Work called for in this Agreement or the Contract Documents, except for liability resulting from the sole or active negligence, or the willful misconduct of the District.
 - b) Any bodily injury to or death of persons or damage to property caused by any act, omission or breach of Contractor or any person, firm or corporation employed by Contractor, either directly or by independent contract, including all damages or injury to or death of persons, loss (including theft) or loss of use of any property, sustained by any person, firm or corporation, including the District, arising out of or in any way connected with Work covered by this Agreement or the Contract Documents, whether said injury or damage occurs either on or off District property, but not for any loss, injury, death or damages caused by the sole or active negligence or willful misconduct of the District.
 - c) Any dispute between Contractor and Contractor's subcontractors/supplies/ Sureties, including, but not limited to, any failure or alleged failure of the Contractor (or any person hired or employed directly or indirectly by the Contractor) to pay any Subcontractor or Materialman of any tier or any other person employed in connection with the Work and/or filing of any stop notice or mechanic's lien claims.

Contractor, at its own expense, cost, and risk, shall defend any and all claims, actions, suits, or other proceedings that may be brought or instituted against the District, its officers, agents or employees, on account of or founded upon any

cause, damage, or injury identified herein and shall pay or satisfy any judgment that may be rendered against the District, its officers, agents or employees in any action, suit or other proceedings as a result thereof.

The Contractor's and Subcontractors' obligation to defend, indemnify and hold harmless the Owner, Architect, Inspector, the State of California and their officers, employees, agents and independent contractors hereunder shall include, without limitation, any and all claims, damages, and costs for the following: (1) any damages or injury to or death of any person, and damage or injury to, loss (including theft), or loss of use of, any property; (2) breach of any warranty, express or implied; (3) failure of the Contractor or Subcontractors to comply with any applicable governmental law, rule, regulation, or other requirement; (4) products installed in or used in connection with the Work; and (5) any claims of violation of the Americans with Disabilities Act ("ADA").

21. **Surety Qualifications for Bonds.** Bidders shall ensure all surety companies have a minimum rating of "A," as rated by the current edition of Best's Key Rating Guide, published by A.M. Best Company, Oldwick, New Jersey 08858. Only bonds executed by admitted Surety insurers as defined in Code of Civil Procedure §995.120 shall be accepted. Surety must be a California-admitted Surety and listed by the U.S. Treasury with a bonding capacity in excess of the Project cost. If a California-admitted Surety insurer issuing bonds does not meet these requirements, the insurer will be considered qualified if it is in conformance with §995.660 of the California Code of Civil Procedure and proof of such is provided to the District.
22. **Drug-Free Workplace Certification.** Pursuant to Government Code Sections 8350, et seq., the successful bidder will be required to execute a Drug-Free Workplace Certification upon execution of the Agreement. The bidder will be required to take positive measures outlined in the certification in order to ensure the presence of a drug-free workplace. Failure to abide with the conditions set forth in the Drug-Free Workplace Act could result in penalties including termination of the Agreement or suspension of payment thereunder.
23. **Noncollusion Declaration.** In accordance with the provisions of Section 7106 of the Public Contract Code, each bid must be accompanied by a noncollusion declaration. This form is included with the Projects Documents.

24. Prevailing Wage Rates.

- a) The Contractor and all subcontractors shall comply with the requirements set forth in Division 2, Part 7, Chapter 1 of the Labor Code. Pursuant to Labor Code section 1770 et seq., the District has obtained from the Director of the Department of Industrial Relations the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work in the locality in which this work is to be performed for each craft, classification or type of worker needed to execute the contract. Copies are available from the District to any interested party on request and are also available from the Director of the Department of Industrial Relations. The Contractor shall obtain copies of the above-referenced prevailing wage sheets and post a copy of such wage rates at appropriate, conspicuous, weatherproof points at the Site.
- b) Any worker employed to perform work on the Project and such work is not covered by any classification listed in the published general prevailing wage rate determinations or per diem wages determined by the Director of the Department of Industrial Relations, shall be paid not less than the minimum rate of wages specified therein for the classification which most nearly corresponds to the employment of such person in such classification.
- c) Holiday and overtime work, when permitted by law, shall be paid for at the rate set forth in the prevailing wage rate determinations issued by the Director of the Department of Industrial Relations or at least one and one-half (1½) times the specified basic rate of per diem wages, plus employer payments, unless otherwise specified in the Contract Documents or authorized by law.
- d) These per diem rates, including holiday and overtime work, and employer payments for health and welfare, pension, vacation, and similar purposes, are on file at the administrative office of the District, located as noted above and are also available from the Director of the Department of Industrial Relations. It is the Contractor's responsibility to ensure the appropriate prevailing rates of per diem wages are paid for each classification. It shall be mandatory upon the Contractor to whom the Contract is awarded, and upon any subcontractor under such Contractor, to pay not less than the said specified rates to all workers employed by them in the execution of the

25. **Compliance with Senate Bill 854.** Senate Bill 854 was signed into law on June 20, 2014, and provides for new requirements for both contractors and subcontractors for any public works project. The new laws take effect on July 1, 2014. This Project is a public works project as defined in Labor Code section 1720. Each Contractor bidding on this Project and all Subcontractors performing any portion of the Work must comply with the requirements of Senate Bill 854 including, without limitation, Labor Code Sections 1725.5 and 1771.1.

Each Contractor bidding on this Project and all Subcontractors performing any portion of the Work must register with the California Department of Industrial Relations ("DIR") and qualified to perform public work pursuant to Labor Code section 1725.5 throughout the duration of the Project. Each Contractor and Subcontractor will be required to pay an initial set-up fee as well as an annual renewal fee to the DIR. The fee has initially been set at three hundred dollars (\$300.00) but is subject to change. For more information, and up to date requirements, Contractors are required to periodically review the DIR's website is <http://www.dir.ca.gov>. The Contractor shall provide proof that it, and all subcontractors providing any work on the Project, are currently registered with DIR. Contractor shall provide proof that it, and all subcontractors providing any work on the Project, are currently registered with DIR. If any subcontractor is not registered with DIR throughout the Project, Contractor may be required to replace said subcontractor at no cost or penalty to the District or the District may terminate this agreement for cause, as set forth below. Contractor shall be solely responsible for ensuring compliance with Labor Code section 1725.5 as well as any requirements implemented by DIR applicable to its services or its subcontractors throughout the term of the Agreement and in no event shall Contractor be granted increased payment from the District or any time extensions to complete the Project as a result of Contractor's efforts to maintain compliance with the Labor Code or any requirements implemented by the DIR. Failure to comply with these requirements shall be deemed a material breach of this Agreement and ground for termination for cause. The Contractor and all subcontractors shall furnish certified payroll records as required pursuant Labor Code section 1776 directly to the Labor Commissioner in accordance with Labor Code section 1771.4 on at least on a monthly basis (or more frequently if required by the District or the Labor Commissioner) and in a format prescribed by the Labor Commissioner. The District reserves the right to withhold contract payments if the District is notified, or determines as the result of its own investigation, that Contractor is in violation of any of the requirements set forth in Labor Code section 1720 et seq. at no penalty or cost to the District. Monitoring and enforcement of the prevailing wage laws and related requirements will be performed by the Labor Commissioner/ Department of Labor Standards Enforcement (DLSE). Strict compliance with Labor Code section 1720 et seq., including the certified payroll record requirements, is a condition precedent to the District's obligation to process and pay any request for payment from the Contractor.

All subcontractors of any tier must be registered with DIR as set forth in Labor Code section 1725.5. If the Contractor names a Subcontractor who is not currently registered with DIR, the Contractor's bid may be rejected as non-responsive unless the Contractor addresses the registration, to the District's satisfaction, as set forth in Labor Code section 1771.1(c). Contractors and Subcontractors who apply to the DIR will be required to meet certain minimum qualifications to bid on any public works projects. These minimum requirements include: (i) workers compensation coverage, (ii) Contractors State License Board license (if applicable to the trade), (iii) no delinquent unpaid wage or penalty assessments owed to any employee or enforcement agency, (iv) no state or Federal debarment, and (v) no prior violations of this registration requirement (for a first violation in a 12 month period a Contractor or Subcontractor can still qualify by paying the applicable penalty). Each Contractor and Subcontractor should carefully review the DIR website for all applicable requirements to be eligible to bid on this Project and if needed should consult with an attorney. Contractor shall be solely responsible for complying with any and all requirements issued by the DIR throughout the Project and shall indemnify the District for any violation of the applicable DIR requirements

Each Contractor and Subcontractor is solely responsible for determining and meeting their obligations pursuant to California Labor Code sections 1776 and 1771.4 which require certified payroll records to be submitted on a monthly basis to the California Labor Commissioner. Each Contractor and Subcontractor should carefully review the DIR website for all applicable requirements related to certified payroll being required on this Project and if needed should consult with an attorney.

26. **Debarment.** Submission of a signed bid proposal in response to this solicitation is certification that your firm (or any subcontractor) is not currently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded

from participation in this transaction by any State or Federal department or agency. Submission is also agreement that the District will be notified of any change in this status.

27. **Tobacco-Free Policy.** The successful bidder shall agree to enforce a tobacco-free work site.
28. **Criminal Records Check.** The successful bidder will be required to comply with the applicable requirements of Education Code Section 45125.1 with respect to fingerprinting of employees and must complete the District's Criminal Records Check Certification.

AGREEMENT

THIS AGREEMENT, dated the _____ day of _____, 20____, in the County of Orange, State of California, is by and between Rancho Santiago Community College District, (hereinafter referred to as "DISTRICT"), and _____, (hereinafter referred to as "CONTRACTOR").

WHEREAS, the DISTRICT is authorized to contract with a CONTRACTOR to provide Sports Field Maintenance Service for two soccer fields and one softball field at Santiago Canyon College.

WHEREAS, the CONTRACTOR is specially experienced, and competent to provide Sports Field Maintenance Service for two soccer fields and one softball field in accordance with all of the terms, conditions and pricing as listed in Bid #1344.

IT IS THEREFORE AGREED AS FOLLOWS:

The DISTRICT hereby retains and employs the CONTRACTOR upon the terms and conditions hereinafter set forth, and the CONTRACTOR hereby accepts said conditions and agrees to provide Sports Field Maintenance Service as hereinafter mentioned as the successful bidder in accordance with the said terms and conditions of Bid #1344.

1. The CONTRACTOR shall commence providing Sports Field Maintenance Service for two soccer fields and one softball field under this Agreement beginning July 1, 2018 and will diligently perform as required and complete performance by June 30, 2019.
2. The DISTRICT has the option to renew the contract on an annual basis (July 1 – June 30) up to an additional four (4) one (1) year terms and shall not exceed five (5) years. If the DISTRICT extends the initial term, the CONTRACTOR must provide a new Performance Bond and a new Labor and Materials Payment Bond, in the form set forth herein, in the amount of one hundred percent (100%) of the agreement amount for the extended term. The DISTRICT shall inform the CONTRACTOR of its decision to exercise each additional option year on or before the expiration of the previous agreement term.

The decision of the renewal is based on the level of performance.

3. The DISTRICT shall pay the CONTRACTOR monthly payments in accordance with the special conditions of the bid.
4. The CONTRACTOR shall assume all expenses incurred by him/her in connection with the performance of this Agreement, and the DISTRICT shall not be responsible for payment of any expenses incurred in connection with the project.
5. While engaged in carrying out and complying with any of the terms and conditions of this Agreement, the CONTRACTOR is not an officer, agent, or employee of the DISTRICT.
6. The CONTRACTOR agrees to and shall hold harmless and indemnify the DISTRICT and its officers, agents, and employees from every claim or demand and every liability or loss, damage, or expense of any nature whatsoever, which may be incurred by reason of:
 - a. liability for damages for death or bodily injury to person, injury to property, or any loss, damage or expense sustained by the CONTRACTOR or any person, firm or corporation employed by the CONTRACTOR upon or in connection with the services called for in the Agreement, except for liability for damages referred to above which result from the sole negligence or willful misconduct of the DISTRICT's officers, employees, or agents.

- b. any injury to or death of persons or damage to property, sustained by any persons, firm or corporation, arising out of, or in any way connected with the services covered by this Agreement, whether said injury or damage occurs either on or off the DISTRICT's property, except for liability for damages which result from the sole negligence or willful misconduct of the DISTRICT's officers employees, or agents. The CONTRACTOR, at the CONTRACTOR's expense, cost, and risk, shall defend any and all actions, suits, or other proceedings that may be brought or instituted against the DISTRICT, its officers, agents, or employees on any such claim, demand, or liability and shall pay or satisfy any judgment that may be rendered against the DISTRICT or its officers, agents or employees in any action, suit, or other proceedings as a result thereof.
7. The CONTRACTOR shall have the appropriate license, Class C-27 and that such license will be in full force and effect throughout the duration of performance under this contract and that any and all subcontractors to be employed by the CONTRACTOR will have appropriate licenses.
8. The CONTRACTOR shall comply with all applicable federal, state, and local laws, rules, regulations, and ordinances including prevailing wage requirements and workers' compensation.
9. This contract may not be assigned without the written consent of the DISTRICT.
10. The District has the right to terminate this Agreement for any reason, without penalty, at any time by providing the CONTRACTOR with a written notice of the termination at least sixty (60) days in advance.

IN WITNESS WHEREOF, said parties have executed this Agreement as of the date and year first above written.

ENTERED INTO THIS AGREEMENT:

FOR THE CONTRACTOR:

By: _____
Signature

Printed Name

Printed Title

CONTRACTOR's License No.

Tax ID/Social Security No.

Date

RANCHO SANTIAGO COMMUNITY
COLLEGE DISTRICT
Santa Ana, California

By: _____
Peter J. Hardash
Vice Chancellor of Business Operations/
Fiscal Services

Date

BID FORM

Name of Bidder: _____

To: _____ District, acting by and through its

Governing Board, herein called the "DISTRICT".

1. Pursuant to the Notice Calling for Bids and all other documents relating thereto, the undersigned Bidder, having become familiarized with the complete contract, the local conditions affecting the performance of the work and the cost of the work at the place where the work is to be done, hereby proposes and agrees to be bound by all terms and conditions of the complete contract and agrees to perform, within the time stipulated, the contract, including all of its component parts, and everything required to be performed, and to provide and furnish and pay for any and all of the labor, materials, tools, expendable equipment, and all applicable taxes, utility and transportation services necessary to perform the work and complete in a good workmanlike manner all of the work required, including sheeting, shoring and bracing, or equivalent method for protection of life and limb in trenches and open excavation in conformance with applicable safety orders, in connection with the following:

Service: Sports Field Maintenance - SCC

Bid No: 1344

all in strict conformity with the complete contract, as defined in the specifications on file at the office of the said DISTRICT for the sum of See attached pricing sheet on page 5 of the Bid Form.

Each individual bid amount shall be determined from visiting the work site, review the plans and specifications and other portions of these documents, and shall include all items necessary to complete the work, including the assumption of all obligations, duties, and responsibilities necessary to the successful completion of the contract, and the furnishing of all materials and equipment required to be incorporated in and form a permanent part of the work, the furnishing of tools, equipment, supplies, transportation facilities, labor, superintendence, and services required to perform and complete the work, and bonds, insurance and submittals, all as per the requirements of these documents, whether or not expressly listed or designated.

2. It is understood that the DISTRICT reserves the right to reject this bid and that this bid shall remain open and not be withdrawn for the period of ninety (90) calendar days after the date set for the opening of bids.
3. The required list(s) of proposed subcontractors is attached hereto, and the undersigned represents and warrants that such list(s) is complete and in compliance with the Subletting and Subcontracting Fair Practices Act.
4. It is understood and agreed that if written notice of the acceptance of this bid is emailed, telegraphed, or delivered to the bidder after the opening of the bid, and within the time this bid is required to remain open, or at any time thereafter before this bid is withdrawn, the bidder will execute and deliver to the DISTRICT the Agreement, Faithful Performance Bond, Payment Bond, Criminal Records Check Certification, Drug Free Workplace Certification, Insurance Certifications, Workers' Compensation Certificate and IRS Form W9 as well as any additional forms, reports, certifications or documentation listed in the Scope of Work or Special and General Conditions of this bid. The bidder further agrees that the work under the contract shall be commenced by the bidder, if awarded the contract, on the date shown on the Agreement and Purchase Order and shall be completed by the bidder on the end date shown on the Agreement and the Purchase Order.
5. Communications conveying acceptance of bid, requests for additional information or other correspondence should be addressed to the bidder at the address stated below.

6. The name of all persons interested in the bid as principals are as follows:

7. In submitting this bid, the bidder offers and agrees that if the bid is accepted, it will assign to DISTRICT all rights, title and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Section 15) or under the Cartwright Act (Business & Professions Code Section 16700 et seq.) arising from purchases of goods, materials, or services by the bidder for sale to the DISTRICT pursuant to the bid. Such assignment shall be made and become effective at the time the DISTRICT tenders final payment under the contract. (Public Contract Code Section 7103.5; Government Code Section 4552).
8. It is understood and agreed that should bidder fail or refuse to return Workers Compensation Certificate and insurance certificates to the DISTRICT within the time specified, the bid security shall be forfeited to the DISTRICT.
9. The undersigned hereby warrants that the bidder has an appropriate license, Class C-27, that such license entitles bidder to provide the work, that such license will be in full force and effect throughout the duration of performance under this contract, and that any and all subcontractors to be employed by the undersigned will have appropriate licenses. Bidder and subcontractors must maintain any project related certifications listed in the General Specifications, Special Conditions, Scope of Work of other associated bid documents, including but not limited to Qualified Applicator License and Qualified Applicator Certificate as required by the State of California's Healthy Schools Act (HSA)
10. The bidder hereby certifies that it is, and at all times during the performance of work hereunder shall be, in full compliance with the provisions of the Immigration Reform and Control Act of 1986 ("IRCA") in the hiring of its employees, and the bidder shall indemnify, hold harmless and defend the DISTRICT against any and all actions, proceeding, penalties or claims arising out of the bidder's failure to comply strictly with the IRCA.
11. It is understood and agreed that if requested by the DISTRICT, the bidder shall furnish a notarized financial statement, references, and other information required by the DISTRICT sufficiently comprehensive to permit an appraisal of bidder's ability to perform the contract.
12. The following required forms are attached, Bid Form, Designation of Subcontractors, Information Required of Bidder, Contractor/Subcontractor DIR Verification, Copy of Contractor License - C27, Information Required of Bidder, Bid Bond, Non-Collusion Declaration, Copy of California Qualified Applicator License(s), Copy of California Applicator Certificate(s).

The undersigned hereby declares that all of the representations of this bid are made under penalty of perjury under the laws of the State of California.

Individual Name: _____

 Signed by: _____

 Print Name: _____

 Date: _____

 Business Address: _____



Partnership Name: _____
Signed by: _____, Partner
Print Name: _____
Date: _____
Business Address: _____

Other Partners: _____

Corporation Name: _____
 (a Corporation)
Business Address: _____

Telephone: _____
Signed by: _____, President
Date: _____
Print Name: _____, President
Signed by: _____, Secretary
Date: _____
Print Name: _____, Secretary

[Seal]

Joint Venturer Name: _____

Signed by: _____, Joint Venturer

Print Name: _____

Date: _____

Business Address: _____

Telephone: _____

Other Parties to Joint Venture:

If an individual: _____

(Signature)

Print Name: _____

Doing Business as: _____;

If a Partnership:

Signed by: _____, Partner

Print Name: _____

If a Corporation:

Name: _____

(a Corporation)

Signed By: _____ Date: _____

Print Name: _____

Title: _____

[Seal]

BID FORM - PRICING SHEET

Item	Year One: 7/1/18 – 6/30/19 Description of Services	Price	
		Monthly	Annual
1	Sports Field Maintenance service for two soccer fields as specified in this bid.	\$ _____	\$ _____
2	Sports Field Maintenance service for one softball field as specified in this bid.	\$ _____	\$ _____
Year 1 Total \$ _____			

Item	Year Two: 7/1/19 – 6/30/20 Description of Services	Price	
		Monthly	Annual
1	Sports Field Maintenance service for two soccer fields as specified in this bid.	\$ _____	\$ _____
2	Sports Field Maintenance service for one softball field as specified in this bid.	\$ _____	\$ _____
Year 2 Total \$ _____			

Item	Year Three: 7/1/20 – 6/30/21 Description of Services	Price	
		Monthly	Annual
1	Sports Field Maintenance service for two soccer fields as specified in this bid.	\$ _____	\$ _____
2	Sports Field Maintenance service for one softball field as specified in this bid.	\$ _____	\$ _____
<p style="text-align: right;">Year 3 Total \$ _____</p>			

Item	Year Four: 7/1/21 – 6/30/22 Description of Services	Price	
		Monthly	Annual
1	Sports Field Maintenance service for two soccer fields as specified in this bid.	\$ _____	\$ _____
2	Sports Field Maintenance service for one softball field as specified in this bid.	\$ _____	\$ _____
<p style="text-align: right;">Year 4 Total \$ _____</p>			

Item	Year Five: 7/1/22 – 6/30/23 Description of Services	Price	
		Monthly	Annual
1	Sports Field Maintenance service for two soccer fields as specified in this bid.	\$ _____	\$ _____
2	Sports Field Maintenance service for one softball field as specified in this bid.	\$ _____	\$ _____
		Year 5 Total \$ _____	

Grand Total, Years 1-5: _____

Bid award is based on the total price of years one (1) through (5). The term of the contract shall be for a one (1) year period from July 1, 2018 through June 30, 2019. The term may be extended for an additional four (4) one (1) year terms by written notice to the bidder. The decision to extend the contract is based on performance.

This section is not part of the bid total	
Extra Labor	\$ _____/hour
% Markup for Material*	_____ %
Additional Import – Per 50 Pound Bag	\$ _____
*When submitting monthly invoices for payment, Contractor is required to furnish vendor invoices for materials used at District facilities.	

DESIGNATION OF SUBCONTRACTORS

In compliance with the Subletting and Subcontracting Fair Practices Act (Public Contract Code Section 4100 et. seq.) and any amendments thereof, each bidder shall set forth below: (a) the name and the location of the place of business of each subcontractor who will perform work or labor or render service to the bidder (prime contractor) in or about the construction of the work or improvement to be performed under this contract or a subcontractor licensed by the State of California who, under subcontract to the bidder (prime contractor), specially fabricates and installs a portion of the work or improvement according to detailed drawings contained in the plans and specifications in an amount in excess of one-half of one percent of the bidder's (prime contractor's) total bid and (b) the portion of the work which will be done by each subcontractor. The bidder (prime contractor) shall list only one subcontractor for each such portion as is defined by the bidder (prime contractor) in this bid.

If a bidder (prime contractor) fails to specify a subcontractor or if a bidder (prime contractor) specifies more than one subcontractor for the same portion of work to be performed under the contract in excess of one-half of one percent of the bidder's (prime contractor's) total bid, bidder shall be deemed to have agreed that bidder is fully qualified to perform that portion, and that bidder alone shall perform that portion. Violation of this requirement (including the procurement of a subcontractor for the Project if no subcontractor is specified) can result in the DISTRICT invoking the remedies of Public Contract Code Sections 4110 and 4111.

All subcontractors working on the Project must be registered with the Department of Industrial Relations (DIR) and qualified to perform public work pursuant to Labor Code section 1725.5 throughout the duration of the Project. If requested, the Contractor shall provide proof that all subcontractors hired by Contractor to provide any work on the Project are currently registered with DIR. If Contractor hires any subcontractor who is not registered with DIR throughout the Project, Contractor may be required to replace said subcontractor at no cost or penalty to the District with a subcontractor that is registered with DIR. In the event of such replacement, Contractor shall meet the requirements set forth herein and all regulations applicable to subcontractor work. Contractor shall be solely responsible for ensuring compliance with Labor Code section 1725.5 as well as any requirement implemented by DIR applicable to its subcontractors throughout the term of the Agreement and in no event shall Contractor be granted increased payment from the District or any time extensions to complete the Project as a result of Contractor's efforts to maintain compliance with the Labor Code or any requirements implemented by the DIR with respect to its subcontractors. Failure to comply with these requirements shall be deemed a material breach of this Agreement and ground for termination for cause. Contractor shall also ensure all subcontractors shall furnish certified payroll records as required pursuant Labor Code section 1776 directly to the Labor Commissioner in accordance with Labor Code section 1771.4 on at least on a monthly basis (or more frequently if required by the DIR or the Labor Commissioner) and in a format prescribed by the Labor Commissioner. The District reserves the right to withhold contract payments from Contractor if the District is notified, or determines as the result of its own investigation, that any of the subcontractors are in violation of any of the requirements set forth in Labor Code section 1720 et seq. at no penalty or cost to the District.

No bidder (prime contractor) whose bid is accepted shall (a) substitute any subcontractor, (b) permit any subcontractor to be voluntarily assigned or transferred or allow it to be performed by any one other than the original subcontractor listed in the original bid, or (c) sublet or subcontract any portion of the work in excess of one-half of one percent of the bidder's (prime contractor's) total bid as to which the original bid did not designate a subcontractor, except as authorized in the Subletting and Subcontracting Fair Practices Act. Subletting or subcontracting of any portion of the work in excess of one-half of one percent of the bidder's (prime contractor's) total bid as to which no subcontractor was designated in the original bid shall only be permitted in cases of public emergency or necessity, only after a finding reduced to writing as a public record of the DISTRICT awarding this contract setting forth the facts constituting the emergency or necessity.

Note: If alternate bids are called for and bidder intends to use a different or additional subcontractors on the alternates, a separate list of subcontractors must be provided for each such alternate. Identify additional list of subcontractors by Alternate Bid No. _____.

Type of trade, labor, or service	Name, DIR Registration # & License # of Subcontractor License Expiration Date (Indicate if a Disabled Veteran Business Enterprise)	Complete Address (Name of City Not Sufficient) and Telephone Number
_____	Name: _____ DIR #: _____ License #: _____ Expiration Date: _____	Address: _____ _____ Phone: _____
_____	Name: _____ DIR #: _____ License #: _____ Expiration Date: _____	Address: _____ _____ Phone : _____
_____	Name: _____ DIR #: _____ License #: _____ Expiration Date: _____	Address: _____ _____ Phone : _____
_____	Name: _____ DIR #: _____ License #: _____ Expiration Date: _____	Address: _____ _____ Phone : _____

Bidder agrees that within twenty-four (24) hours of bid opening, Bidder shall provide the DISTRICT with the license number (if applicable), expiration date of license, complete address and telephone number of each listed subcontractor if such information is not available at the time of the bid opening.

Dated: _____
 _____ (Name of Bidder)
 By: _____
 _____ (Signature of Bidder)
 Print Name: _____
 Address: _____

 Telephone Number: _____

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

I am the _____ of _____ (“Bidder”)
(Title/Position) (Bidder Name)
submitting the accompanying Bid Proposal for the Work described as _____.

1. The Bidder is currently registered as a contractor with the Department of Industrial Relations (“DIR”).
2. The Bidder’s DIR Registration Number is: _____. The expiration date of the Bidder’s DIR Registration is June 30, 20____.
3. If the Bidder is awarded the Contract for the Work and the expiration date of the Bidder’s DIR Registration will occur: (i) prior to expiration of the Contract Time for the Work; or (ii) prior to the Bidder completing all obligations under the Contract for the Work, the Bidder will take all measures necessary to renew the Bidder’s DIR Registration so that there is no lapse in the Bidder’s DIR Registration while performing Work under the Contract.
4. The Bidder, if awarded the Contract for the Work will remain a DIR registered contractor for the entire duration of the Work.
5. The Bidder has independently verified that each Subcontractor identified in the Subcontractors List submitted with the Bid Proposal of the Bidder is currently a DIR registered contractor.
6. The Bidder has provided the DIR Registration Number for each subcontractor identified in the Bidder’s Subcontractors’ List or within twenty-four (24) hours of the opening of Bid Proposals for the Work, the Bidder will provide the District with the DIR Registration Number for each subcontractor identified in the Bidder’s Subcontractors List.
7. The Bidder’s solicitation of subcontractor bids included notice to prospective subcontractors that: (i) all sub-tier subcontractors must be DIR registered contractors at all times during performance of the Work; and (ii) prospective subcontractors may only solicit sub-bids from and contract with lower-tier subcontractors who are DIR registered contractors.
8. If any of the statements herein are false or omit material facts rendering a statement to be false or misleading, the Bidder’s Bid Proposal is subject to rejection for non-responsiveness.
9. I have personal first hand-knowledge of all of the foregoing.

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

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

(Signature)

(Name, typed or printed)

INFORMATION REQUIRED OF BIDDER

The Bidder shall furnish all the following information. Bidder shall carefully read and answer all questions to ensure completeness and accuracy. Failure to comply with this requirement may cause rejection of the bid. Additional sheets may be attached if necessary. "You" or "your" as used herein refers to the bidder and any of its owners, officers, directors, shareholders, principals, responsible managing officer (RMO) or responsible managing employee (RME). DISTRICT has discretion to request additional information depending on the Project.

- (1) Bidder name and address (Post Office Box Number not sufficient):

- (2) Telephone: _____ Fax No.: _____
Electronic Mail: _____

- (3) Individual _____ Partnership _____ Corporation _____ Joint Venture _____ (check one)

- (4) Bidder's License No. _____ Class: _____
License Expiration Date _____
Name of License holder _____

California Qualified Applicator License: _____
License Expiration Date _____
Name of License holder _____

California Qualified Applicator License: _____
License Expiration Date _____
Name of License holder _____

California Qualified Applicator Certificate: _____
License Expiration Date _____
Name of License holder _____

California Qualified Applicator Certificate: _____
License Expiration Date _____
Name of License holder _____

- (5) Have you ever been licensed under a different name or different license number?
Yes ____ No ____ If "Yes," give name and license number.

_____.

- (6) Names and titles of all your owners, officers, principals, responsible managing officers and responsible managing employees:

Name	Title
_____	_____
_____	_____
_____	_____

- (7) Person who inspected work site for your firm:

Name and Title: _____

Date of Inspection: _____

- (8) How many years experience has your firm had in maintaining athletic fields for a public agency or professional sport field? Please specify the type of turf.

(a) as a general contractor? _____

(b) as a subcontractor? _____

- (9) Has your firm or any of its principals defaulted so as to cause a loss to a surety? Response must include information pertaining to principals' association outside of the firm bidding this service. _____ If the answer is "Yes", give dates, names and address of surety and details.

- (10) Have you or any of your principals been assessed damages for any services in the past three years? Response must include information pertaining to principals' association outside of the firm bidding this Project. _____ If Yes, explain:

- (11) Have you or any of your principals been in litigation or arbitration or dispute of any kind on a question or questions relating to a public service contract during the past three years? Response must include information pertaining to principals' association outside of the firm bidding this Project. _____ If Yes, provide name of public agency and details of the dispute.

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- (12) Have you or any of your principals ever failed to complete a service contract in the last three years? Response must include information pertaining to principals' association outside of the firm bidding this Project. _____ If so, give owner's name and details:

- (13) Do you now or have you ever had any direct or indirect business, financial or other connection with any official, employee or consultant of the District? _____ If so, please elaborate.

- (14) List of References – Public Service Contracts of similar nature preferably in a school/community college/university within the last five (5) consecutive years. DISTRICT has discretion to require more than five references.

1. Name: _____

Address and Telephone: _____

Contact Person: _____

Type of Service: _____

Dates of commencement and completion of Service Contract:

Contract Amount: _____

2. Name: _____

Address and Telephone: _____

Contact Person: _____

Type of Service: _____

Dates of commencement and completion of Service Contract:

Contract Amount: _____

3. Name: _____

Address and Telephone: _____

Contact Person: _____
Type of Service: _____
Dates of commencement and completion of Service Contract:

Contract Amount: _____

4. Name: _____
Address and Telephone: _____

Contact Person: _____
Type of Service: _____
Dates of commencement and completion of Service Contract:

Contract Amount: _____

5. Name: _____
Address and Telephone: _____

Contact Person: _____
Type of Service: _____
Dates of commencement and completion of Service Contract:

Contract Amount: _____

I certify and declare under penalty of perjury under the laws of the State of California that the foregoing responses to the Information Required of Bidder are true and correct. Executed this _____ day of _____, 20____, at _____, state of _____.
City, County

Signature

Print Name

Title

Date

BID BOND

KNOW ALL PERSONS BY THESE PRESENT, that we _____, as Principal, and _____ as Surety, a California admitted surety insurer, are held and firmly bound unto the _____ DISTRICT, hereinafter called the DISTRICT, in the sum of _____ PERCENT (____%) OF THE TOTAL AMOUNT OF THE BID of the Principal submitted to the said DISTRICT for the work described below for the payment of which sum in lawful money of the United States, well and truly to be made, we jointly and severally bind ourselves, our heirs, executors, administrators, successors and assigns.

The condition of this obligation is such that whereas the Principal has submitted the accompanying bid dated _____ 20_____, for _____

NOW, THEREFORE, if the Principal shall not withdraw said bid within the period specified therein after the opening of the same, or, if no period be specified, within sixty (60) days after said opening; and if the Principal is awarded the contract, and shall within the period specified therefore, or, if no period be specified, within five (5) working days after the notice of award of the contract, or as otherwise requested in writing by the DISTRICT, enter into a written contract with the DISTRICT, in accordance with the bid as accepted and give bonds with good and sufficient surety or sureties, as may be required for the faithful performance and proper fulfillment of such contract and for the payment for labor and materials used for the performance of the contract, furnish certificates and endorsements evidencing the required insurance is in effect and furnish and deliver to the DISTRICT the Workers' Compensation Certificate, Drug-Free Work Place Certification, the Criminal Records Check Certification, Contractor's Certificate Regarding Non-Asbestos Containing Materials, and the Disabled Veteran Business Enterprises Certification, if applicable, then the above obligation shall be void and of no effect, otherwise the bond amount shall be forfeited to the DISTRICT.

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

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

IN WITNESS HEREOF, the parties have executed this bond under their several seals this _____ day of _____, 20_____, the name and corporate seal of each corporate party being hereto affixed and duly signed by its undersigned authorized representative.

(Corporate Seal of
Principal, if
Corporation)

Principal (Proper Name of Bidder)

By: _____
Signature

Print Name

Title

(Corporate Seal
of Surety)

Surety

(Attach Attorney-in-Fact Certificate
and Required Acknowledgements)

By: _____
Signature

Print Name

Title

Address

Telephone No.

Facsimile No.

PERFORMANCE BOND
(CALIFORNIA PUBLIC WORK)

KNOW ALL MEN BY THESE PRESENTS:

THAT WHEREAS, the RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT (sometimes referred to hereinafter as “Obligee”) has awarded to _____ (hereinafter designated as the “Principal” or “Contractor”), an agreement for the work described as follows: **Bid 1344 – Sports Field Maintenance, Santiago Canyon College** (hereinafter referred to as the “Public Work”); and

WHEREAS, the work to be performed by the Contractor is more particularly set forth in that certain contract for said Public Work dated **July 1, 2018 – June 30, 2019**, (hereinafter referred to as the “Contract”), which Contract is incorporated herein by this reference; and

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

NOW, THEREFORE, we, _____, the undersigned Contractor, as Principal, and _____, a corporation organized and existing under the laws of the State of _____, and duly authorized to transact business under the laws of the State of California, as Surety, are held and firmly bound unto the Rancho Santiago Community College District in the sum of _____ Dollars (\$ _____), said sum being not less than one hundred percent (100%) of the total amount payable by said Obligee under the terms of said Contract, for which amount well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents. **This Performance Bond is effective July 1, 2018 through June 30, 2019.**

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

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

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

Surety expressly agrees that the Obligees may reject any agent or contractor which may be proposed by Surety in fulfillment of its obligations in the event of default by the Principal. Unless otherwise agreed by Obligees, in its sole discretion, Surety shall not utilize Principal in completing the Contract nor shall Surety accept a bid from Principal for completion of the work in the event of default by the Principal. No final settlement between the Obligees and the Contractor shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

As a condition precedent to the satisfactory completion of the Contract, the above obligation shall hold good for a period equal to the warranty and/or guarantee period of the Contract, during which time Surety's obligation shall continue if Contractor shall fail to make full, complete, and satisfactory repair, replace, and totally protect the District from loss or damage resulting from or caused by defective materials or faulty workmanship. The obligations of the Surety hereunder shall continue so long as any obligation of Contractor remains. Nothing herein shall limit the District's rights or the Contractor's or Surety's obligations under the Contract, law or equity, including, but not limited to, California Code of Civil Procedure section 337.15.

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

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

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

PRINCIPAL/CONTRACTOR:

By: _____

SURETY:

By: _____

Attorney-in-Fact

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

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

IMPORTANT: THIS IS A REQUIRED FORM.

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

Any claims under this bond may be addressed to:

(Name and Address of Surety)

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

Telephone: _____

Telephone: _____

A notary public or other office completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA

)

) ss.

COUNTY OF

)

On _____, before me, _____, personally
appeared _____, who proved on the basis of satisfactory evidence to be the person(s)
whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same
in his/her/their authorized capacity(ies) as the Attorney-in-Fact of _____ (Surety) and
acknowledged to me that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which
the person(s) executed the instrument

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

WITNESS my hand and official seal.

Notary Public in and for said State

(SEAL)

Commission expires: _____

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

LABOR & MATERIALS PAYMENT BOND
(CALIFORNIA PUBLIC WORK)

KNOW ALL MEN BY THESE PRESENTS:

THAT WHEREAS, the RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT (sometimes referred to hereinafter as “Obligee”) has awarded to _____ (hereinafter designated as the “Principal” or “Contractor”), an agreement for the work described as follows: **Bid 1344 Sports Field Maintenance - SCC**, (hereinafter referred to as the “Public Work”); and

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

NOW, THEREFORE, We, _____, the undersigned Contractor, as Principal; and _____, a corporation organized and existing under the laws of the State of _____, and duly authorized to transact business under the laws of the State of California, as Surety, are held and firmly bound unto the Rancho Santiago Community College District and to any and all persons, companies, or corporations entitled by law to file stop notices under California Civil Code Section 9100, or any person, company, or corporation entitled to make a claim on this bond, in the sum of _____ Dollars (\$_____),

such sum being not less than one hundred percent (100%) of the total amount payable by said Obligee under the terms of said Contract, for which payment will and truly to be made, we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally, firmly by these presents. **This Payment Bond is effective July 1, 2018 through June 30, 2019.**

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

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

It is further stipulated and agreed that the Surety of this bond shall not be exonerated or released from the obligation of the bond by any change, extension of time for performance, addition, alteration or modification in, to, or of any contract, Plans, or specifications, or agreement pertaining or relating to any scheme or work of improvement herein above described; or pertaining or relating to the furnishing of labor, materials, or equipment therefor; nor by any change or modification of any terms of payment or extension of time for payment pertaining or relating to any scheme or work of improvement herein above described; nor by any rescission or attempted rescission of the contract, agreement or bond; nor by any conditions precedent or subsequent in the bond attempting to limit the right of recovery of claimants

otherwise entitled to recover under any such contract or agreement or under the bond; nor by any fraud practiced by any person other than the claimant seeking to recover on the bond; and that this bond be construed most strongly against the Surety and in favor of all persons for whose benefit such bond is given; and under no circumstances shall the Surety be released from liability to those for whose benefit such bond has been given, by reason of any breach of contract between the Obligee and the Contractor or on the part of any obligee named in such bond; that the sole condition of recovery shall be that the claimant is a person described in California Civil Code Section 9100, and who has not been paid the full amount of his or her claim; and that the Surety does hereby waive notice of any such change, extension of time, addition, alteration or modification herein mentioned.

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

(SEAL)

PRINCIPAL/CONTRACTOR:

By: _____

SURETY:

By: _____

Attorney-in-Fact

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

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

IMPORTANT: THIS IS A REQUIRED FORM.

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

Any claims under this bond may be addressed to:

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

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

Telephone: _____

Telephone: _____

A notary public or other office completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA

)

) ss.

COUNTY OF

)

On _____, before me, _____, personally appeared _____, who proved on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies) as the Attorney-in-Fact of _____ (Surety) and acknowledged to me that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) executed the instrument

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

WITNESS my hand and official seal.

Notary Public in and for said State

(SEAL)

County of

Commission expires:_____

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

CERTIFICATION BY CONTRACTOR
CRIMINAL RECORDS CHECK
AB 1610, 1612 and 2102

To the Board of Trustees of Rancho Santiago Community College District:

I, _____ certify that:
Name of Contractor

1. I have carefully read and understand the Notice to Contractors Regarding Criminal Records Checks (Education Code Section 45125.1) required by the passage of AB 1610, 1612 and 2102.
2. Due to the nature of the work I will be performing for the District, my employees may have contact with students of the District.
3. None of the employees who will be performing the work have been convicted of a violent or serious felony as defined in the Notice and in Penal Code Section 1192.7 and this determination was made by a fingerprint check through the Department of Justice.

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

Executed at _____, California on _____.
Date

Signature

Typed or Printed name

Title

Address

Telephone

**NOTICE TO CONTRACTORS REGARDING CRIMINAL RECORDS CHECK
(EDUCATION CODE SECTION 45125.1)**

Education Code Section 45125.1 provides that if the employees of any entity that has a contract with a school district may have any contact with pupils, those employees shall submit or have submitted their fingerprints in a manner authorized by the Department of Justice together with a fee determined by the Department of Justice to be sufficient to reimburse the Department for its costs incurred in processing the application.

The Department of Justice shall ascertain whether the individual whose fingerprints were submitted to it has been arrested or convicted of any crime insofar as that fact can be ascertained from information available to the Department. When the Department of Justice ascertains that an individual whose fingerprints were submitted to it has a pending criminal proceeding for a violent felony listed in Penal Code Section 1192.7(c), or has been convicted of such a felony, the Department shall notify the employer designated by the individual of the criminal information pertaining to the individual. The notification shall be delivered by telephone and shall be confirmed in writing and delivered to the employer by first-class mail.

The contractor shall not permit an employee to come in contact with pupils until the Department of Justice has ascertained that the employee has not been convicted of a violent or serious felony. The contractor shall certify in writing to the governing board of the school district that none of its employees who may come in contact with pupils have been convicted of a violent or serious felony.

Penal Code Section 667.5(c) lists the following “violent” felonies: murder; voluntary manslaughter; mayhem; rape; sodomy by force; oral copulation by force; lewd acts on a child under the age of 14 years; any felony punishable by death or imprisonment in the state prison for life; any felony in which the defendant inflicts great bodily injury on another; any robbery perpetrated in an inhabited dwelling; arson; penetration of a person’s genital or anal openings by foreign or unknown objects against the victim’s will; attempted murder; explosion or attempt to explode or ignite a destructive device or explosive with the intent to commit murder; kidnapping; continuous sexual abuse of a child; and carjacking.

Penal Code Section 1192.7 lists the following “serious” felonies: murder; voluntary manslaughter; mayhem; rape; sodomy by force; oral copulation by force; a lewd or lascivious act on a child under the age of 14 years; any felony punishable by death or imprisonment in the state prison for life; any felony in which the defendant personally inflicts great bodily injury on another, or in which the defendant personally uses a firearm; attempted murder; assault with intent to commit rape or robbery; assault with a deadly weapon on a peace officer; assault by a life prisoner on a noninmate; assault with a deadly weapon by an inmate; arson; exploding a destructive device with intent to injure or to murder, or explosion causing great bodily injury or mayhem; burglary of an inhabited dwelling; robbery or bank robbery; kidnapping; holding of a hostage by a person confined in a state prison; attempt to commit a felony punishable by death or imprisonment in the state prison for life; any felony in which the defendant personally uses a dangerous or deadly weapon; selling or furnishing specified controlled substances to a minor; penetration of genital or anal openings by foreign objects against the victim’s will; grand theft involving a firearm; carjacking; and a conspiracy to commit specified controlled substances offenses.

**NON-COLLUSION DECLARATION TO BE EXECUTED BY
BIDDER AND SUBMITTED WITH BID**

The undersigned declares:

I am the _____ of _____, the party making the foregoing bid.

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

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

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

Signature

Print Name

WORKERS' COMPENSATION CERTIFICATE

Labor Code Section 3700.

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

(a) By being insured against liability to pay compensation in one or more insurers duly authorized to write compensation insurance in this state.

(b) By securing from the Director of Industrial Relations a certificate of consent to self-insure either as an individual employer or as one employer in a group of employers, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his or her employees.

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

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

Name of the Contractor

By: _____
Signature

Print Name

Title

Date

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

INSURANCE REQUIREMENTS

Every contractor working for the Rancho Santiago Community College District (DISTRICT) shall procure and maintain for the duration of the contract, insurance against claims for injuries and property damage that may arise from or in connection with the performance of this contract agreement. Contractor shall, within ten (10) days of Notice of Award, furnish DISTRICT with the original Certificate of Insurance and endorsements properly executed effecting coverage as required below. Further, the Contractor shall not commence work under this contract until Contractor has provided all insurance required and such insurance has been approved by the DISTRICT, nor shall the Contractor allow any subcontractor to commence work on their subcontracts until all similar insurance required of the subcontractors has been provided to the Contractor. Certificates of Insurance which expire before the Contractor's work is accepted by the DISTRICT shall be renewed, and evidence of such renewal shall be submitted to the DISTRICT, through the Director of Purchasing, for its approval. The Certificate of Insurance shall be kept current with the DISTRICT. Insurance shall be placed with insurers with a Best's rating of no less than A-, Class VIII.

Minimum Scope and Limits of Insurance (coverage shall be at least as broad)

Commercial General Liability Insurance to include products and completed operations, contractual, independents, broad form property damage, fire legal, and personal injury with a combined single limit of **\$1,000,000 per occurrence** for bodily injury, personal injury and property damage.

Comprehensive Automobile Liability Insurance to include all autos owned, non-owned, and hired with a combined single limit of **\$1,000,000 per occurrence** for bodily injury, personal injury and property damage.

Workers' Compensation insurance as required by the Labor Code of the State of California and Employers' Liability insurance limits of **\$1,000,000 per accident**.

Deductibles and Self-Insured Retention

Any deductibles or self-insured retention must be declared to, and approved by, the DISTRICT. At the option of the DISTRICT, either the insurer shall reduce or eliminate such deductibles or self-insured retention as respects to the DISTRICT, its officials, employees, agents, and volunteers, or the Contractor shall procure a bond guaranteeing payment of losses and related investigation, claim administration and defense expenses, unless other arrangements have been made and approved by the DISTRICT.

Other Insurance Provisions

The DISTRICT, its officials, employees, agents and volunteers, shall be named as additional insured on the Commercial General Liability and Comprehensive Automobile Liability policies with respect to liability arising out of activities performed by or on behalf of the Contractor; products and completed operations of the Contractor; premises and automobiles owned, occupied or used by the Contractor; documented by a written endorsement. The policy must carry a 30-day cancellation clause.

Contractor's insurance coverage shall be primary insurance and non-contributory with respect to the DISTRICT, its officials, employees, agents and volunteers.

Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the DISTRICT, its officials, employees, agents or volunteers.

The Contractor's insurance shall apply separately to each insured against whose claim is made or suit is brought, except with respects to the limits of the insurer's liability.

The insurers for the workers' compensation insurance shall agree to waive all rights of subrogation against the DISTRICT, its officials, employees, agents and volunteers for losses arising from use, occupancy or work performed by the Contractor for the DISTRICT, its officials, employees, agents or volunteers. Each insurance policy required by this agreement shall be endorsed to state that coverage shall not be suspended, voided, canceled, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the DISTRICT.

DRUG-FREE WORKPLACE CERTIFICATION

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

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

- a) publishing a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited in the person's or organization's workplace and specifying actions which will be taken against employees for violations of the prohibition;
- b) establishing a drug-free awareness program to inform employees about all of the following:
 - 1) the dangers of drug abuse in the workplace;
 - 2) the person's or organization's policy of maintaining a drug-free workplace;
 - 3) the availability of drug counseling, rehabilitation and employee-assistance programs;
 - 4) the penalties that may be imposed upon employees for drug abuse violations;
- c) requiring that each employee engaged in the performance of the contract be given a copy of the statement required by subdivision (a) and that, as a condition of employment on the contract, the employee agrees to abide by the terms of the statement.

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

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

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

NAME OF CONTRACTOR

Signature

Print Name

Title

Date

Request for Taxpayer Identification Number and Certification

Give Form to the
requester. Do not
send to the IRS.

► Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type.
See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
2 Business name/disregarded entity name, if different from above	
3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► _____ Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions) ►	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <small>(Applies to accounts maintained outside the U.S.)</small>
5 Address (number, street, and apt. or suite no.) See instructions.	Requester's name and address (optional)
6 City, state, and ZIP code	
7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number									
				-				-	
or									
Employer identification number									
				-					

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign
Here

Signature of
U.S. person ►

Date ►

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting*, later, for further information.

Note: If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States.

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Pub. 515, *Withholding of Tax on Nonresident Aliens and Foreign Entities*).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items.

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the instructions for Part II for details),
3. The IRS tells the requester that you furnished an incorrect TIN,
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code*, later, and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships*, earlier.

What is FATCA Reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code*, later, and the Instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account (other than an account maintained by a foreign financial institution (FFI)), list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9. If you are providing Form W-9 to an FFI to document a joint account, each holder of the account that is a U.S. person must provide a Form W-9.

a. Individual. Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

Note: ITIN applicant: Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

b. Sole proprietor or single-member LLC. Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or "doing business as" (DBA) name on line 2.

c. Partnership, LLC that is not a single-member LLC, C corporation, or S corporation. Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

d. Other entities. Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.

e. Disregarded entity. For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulations section 301.7701-2(c)(2)(iii). Enter the owner's name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2, "Business name/disregarded entity name." If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

Line 3

Check the appropriate box on line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box on line 3.

IF the entity/person on line 1 is a(n) . . .	THEN check the box for . . .
• Corporation	Corporation
• Individual	Individual/sole proprietor or single-member LLC
• Sole proprietorship, or	
• Single-member limited liability company (LLC) owned by an individual and disregarded for U.S. federal tax purposes.	
• LLC treated as a partnership for U.S. federal tax purposes,	Limited liability company and enter the appropriate tax classification. (P= Partnership; C= C corporation; or S= S corporation)
• LLC that has filed Form 8832 or 2553 to be taxed as a corporation, or	
• LLC that is disregarded as an entity separate from its owner but the owner is another LLC that is not disregarded for U.S. federal tax purposes.	
• Partnership	Partnership
• Trust/estate	Trust/estate

Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space on line 4 any code(s) that may apply to you.

Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

- 1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)
- 2—The United States or any of its agencies or instrumentalities
- 3—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities
- 4—A foreign government or any of its political subdivisions, agencies, or instrumentalities
- 5—A corporation
- 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession
- 7—A futures commission merchant registered with the Commodity Futures Trading Commission
- 8—A real estate investment trust
- 9—An entity registered at all times during the tax year under the Investment Company Act of 1940
- 10—A common trust fund operated by a bank under section 584(a)
- 11—A financial institution
- 12—A middleman known in the investment community as a nominee or custodian
- 13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt payees 1 through 5 ²
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

¹ See Form 1099-MISC, Miscellaneous Income, and its instructions.

² However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

B—The United States or any of its agencies or instrumentalities

C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G—A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I—A common trust fund as defined in section 584(a)

J—A bank as defined in section 581

K—A broker

L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

Note: You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns. If this address differs from the one the requester already has on file, write NEW at the top. If a new address is provided, there is still a chance the old address will be used until the payor changes your address in their records.

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN.

If you are a single-member LLC that is disregarded as an entity separate from its owner, enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note: See *What Name and Number To Give the Requester*, later, for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at www.SSA.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/Businesses and clicking on Employer Identification Number (EIN) under Starting a Business. Go to www.irs.gov/Forms to view, download, or print Form W-7 and/or Form SS-4. Or, you can go to www.irs.gov/OrderForms to place an order and have Form W-7 and/or SS-4 mailed to you within 10 business days.

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note: Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, 4, or 5 below indicates otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code*, earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), ABLE accounts (under section 529A), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account) other than an account maintained by an FFI	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Two or more U.S. persons (joint account maintained by an FFI)	Each holder of the account
4. Custodial account of a minor (Uniform Gift to Minors Act)	The minor ²
5. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee ¹
b. So-called trust account that is not a legal or valid trust under state law	The actual owner ¹
6. Sole proprietorship or disregarded entity owned by an individual	The owner ³
7. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))	The grantor*

For this type of account:	Give name and EIN of:
8. Disregarded entity not owned by an individual	The owner
9. A valid trust, estate, or pension trust	Legal entity ⁴
10. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
11. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
12. Partnership or multi-member LLC	The partnership
13. A broker or registered nominee	The broker or nominee

For this type of account:	Give name and EIN of:
14. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
15. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i)(B))	The trust

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

² Circle the minor's name and furnish the minor's SSN.

³ You must show your individual name and you may also enter your business or DBA name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

⁴ List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships*, earlier.

***Note:** The grantor also must provide a Form W-9 to trustee of trust.

Note: If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records From Identity Theft

Identity theft occurs when someone uses your personal information such as your name, SSN, or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Pub. 5027, Identity Theft Information for Taxpayers.

Victims of identity theft who are experiencing economic harm or a systemic problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes.

Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at spam@uce.gov or report them at www.ftc.gov/complaint. You can contact the FTC at www.ftc.gov/idtheft or 877-IDTHEFT (877-438-4338). If you have been the victim of identity theft, see www.IdentityTheft.gov and Pub. 5027.

Visit www.irs.gov/IdentityTheft to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

GENERAL AND SPECIAL CONDITIONS

It is understood, throughout the bid documents, the terms “Contractor” “Service Provider” and/or “Bidder” are used interchangeably.

1. Bid Submission

- a. Bids are due, June 8, 2018 2:00pm, in the Purchasing Department at Rancho Santiago Community College District, 2323 North Broadway, Room 109, Santa Ana, CA 92706. The District is not responsible for late or misdirected bids. Bids received after that date and time will be considered non-responsive and returned unopened to the bidder.
- b. Place your bid amounts ONLY on the forms provided. To expedite and simplify the bid evaluation and to ensure that each bid receive the same orderly review, all bids shall adhere to the format provided. Bids shall contain all elements of information without exception. Fill in all blanks. Provide information and answer all questions in sections where required. To do otherwise, may deem your bid non-responsive.
- c. Bidders are to include one (1) printed original, four (4) printed copies and an electronic copy (CD, flash drive, etc.) of their complete bid.
- d. All bids are to be sealed. The bid form must be signed and returned, with the following documents:
 - ✓ Bid Form
 - ✓ Designation of Subcontractors
 - ✓ Information Required of Bidder
 - ✓ Bid Bond
 - ✓ Non-Collusion Declaration
 - ✓ California Qualified Applicator License
 - ✓ California Applicator Certificates
 - ✓ Contractor/Subcontractor DIR Verification
- e. The successful bidder shall execute and return to the District within five (5) business days after the notification of the award the following:
 - Agreement
 - Faithful Performance Bond
 - Payment Bond
 - Criminal Records Check Certification
 - Drug Workplace Certification
 - Insurance Certification(s) including General Liability/Property Damage and Comprehensive
 - Automobile Liability
 - Workers' Compensation Certificate
 - W-9
- f. Within thirty (30) days of contract award, and subsequent renewals, the successful bidder shall perform soil testing.
- g. Within thirty (30) days of contract award, and subsequent renewals, the successful bidder shall provide a Master Schedule of Activities for the contract term.
- h. Within forty-five (45) days of contract award, and subsequent renewals, the successful bidder shall provide the following:
 - 1) Annual Soil Report
 - 2) Fertilization Program Schedule, to include the following:
 - I. Brand

- II. Ratios
- III. Rate
- IV. Manufacturer Specifications and Supporting Documentation

3) Top Dressing Report, to include the following:

- I. Type
- II. Composition
- III. Application Schedule
- IV. Application Rate
- V. Optimal Application Times
- VI. Written District Approval

- i. Within sixty (60) days of contract award, and subsequent renewals, the successful bidder will provide the following:
 - 1) All applicable Material Data Safety Sheets (MSDS)
 - 2) CalSense Training Certificate

2. Job Walk

- a. There will be a mandatory pre-bid conference and job walk on May 29, 2018 at 8:30am, at Santiago Canyon College, 8045 Chapman Ave., Orange, CA 92869. Bid proposals will be accepted only from bidders who attend the entire pre-bid conference and job walk and properly sign in. It is recommended that bidders park in Lot #6. Bidders are required to purchase and display a parking permit. Bidders are to meet at the Concession Stand, near the Softball Field.
- b. Contractors, at their own expense, are required to purchase a daily parking permit. The cost of the permit is \$2.00. Contractors should plan to park in Lot #6. A campus map is attached.

3. Qualifications

- a. The contractor shall have a minimum of five years of recent experience in caring for athletic turf grass fields and synthetic field for a public agency or professional sports field in Southern California. The contractor is to be currently maintaining similar type of sports fields. The contractor is to provide the names, address, phone number and contact for five current customers the contractor has served for a period of at least five consecutive years in this capacity. It shall be the contractor's responsibility to make certain the contact name, phone number and address is current and correct. Failure to provide accurate information may be cause to reject the bid due to non-responsiveness. The district staff will make contact and may conduct inspections of references provided. The district will reserve the right to reject the bidder as non-qualified if the fields inspected are not being maintained or not of similar quality/nature and to the level of satisfaction acceptable to the district.
- b. The contractor shall abide by all federal and state pesticide/herbicide/biocide laws and regulations, including but not limited to the State of California's Healthy Schools Act (HAS).

4. Bidder Responsibility

- a. Bidders are solely responsible for the timely submission of their bid, responsive to the bid instructions and other documents. All information required in the bid shall be completely and accurately provided. Bids shall not contain interlineations, erasures, or other corrections unless the same are suitably authenticated by initials of the individual(s) executing the bid on behalf of the bidder. Ambiguities or inconsistencies in a bid may result in rejection for non-responsiveness. Faxed copies of bids will not be accepted.

5. District Rights

- a. The Board of Trustees reserves the right to reject any or all bids, to accept or reject any one or more items of the bid, to increase or decrease quantities or to delete items entirely, or to award items separately or in any combination;

or to waive any irregularities or informalities in the bid or in the bidding, whichever is in the best interest of the District.

6. Clarification/Communication

- a. Questions regarding the bid, or the intent thereof, or any discrepancies, omissions or inconsistencies in the contract documents shall be submitted in writing via fax, e-mail, US mail, or private courier service to:

Laura Bennett
Buyer
RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
North Broadway, Room 109
Santa Ana, CA 92706
Phone: (714) 480.7374
Fax: (714) 796.3907
E-mail: bennett_laura@rsccd.edu

- b. The District will respond in writing to inquiries submitted in conformity with the foregoing. Inquiries must be received by June 1, 2018 at 12:00pm (Noon). The District will not respond to inquiries submitted after that date.
- c. No oral interpretations, clarifications or modifications to contract documents are authorized on behalf of the District, and bidders shall not reply upon any such oral interpretations, clarification, or modification of the bid. The District expressly reserves the right to modify or amend the project or portion of the bid by addendum issued to all bidders.

7. Bid Security and Faithful Performance Bond

- a. A bid bond, cashier's check or certified check in the amount of ten percent (10%) of the total bid price payable to the DISTRICT shall accompany the bid as a guarantee that the bidder, if awarded the contract, will enter into an agreement within five (5) working days after notice of the award and furnish on the prescribed forms, the necessary insurance certificate, faithful performance bond and payment bond in the amount stated in the bid document. All bond premiums shall be at bidder's cost.
- b. A new Faithful Performance Bond and new Payment Bond shall be provided for each contract extension in the amount of one hundred percent (100%) of the extended contract term. The new Faithful Performance and Payment Bonds are due within five (5) days of the contract extension award notification. All bond premiums shall be at bidder's cost.

8. Prevailing Wage Rate

- a. The California Department of Industrial Relations has determined the general prevailing rates of per diem wages for the locality in which the work is to be performed for the Project. Copies of these wage rate determinations, entitled Prevailing Wage Scale, are available at the following website: www.dir.ca.gov. It shall be mandatory upon the successful bidder to whom the contract is awarded, and upon any subcontractor listed, to pay not less than the said specified rates to all workers employed by them for the Project.

9. Quality Control

- a. The quality of service for this contract is of extreme importance to the college. It is the intent of these specifications to provide for the highest level of service performed with quality equipment, operated by qualified, experienced workers, supervised by skilled, knowledgeable management. The successful contractor is to be thoroughly trained and knowledgeable in the proper care and maintenance of turf grass and synthetic turf used in professional sports complexes (similar in nature). The contractor shall not rely on the inspection, direction, or supervision of workers by college staff. The contractor shall follow these specifications as well as best practices for the high level care the college is seeking.

10. Term

- a. The term of this contract shall be from July 1, 2018 through June 30, 2019 with the option to renew for an additional four (4), one (1) year terms.
- b. The District reserves the right to renew the contract on an annual basis. The decision of renewal is based on the contractor's level of performance.
- c. A purchase order will be issued at the beginning of the each fiscal year (July 1) to cover the service for that year.

11. Pricing

- a. The bid will be awarded based on the total cost for years one through five (1-5). Contractor is to provide fixed pricing for the first year and all term extensions thereafter.
- b. The contractor shall provide pricing per the bid pricing sheet included in the bid package. It is the District intent to award all the work to one vendor.
- c. The bid must be good for ninety (90) calendar days from the date of the bid opening.

12. Invoices

- a. The successful contractor is to invoice the district for the actual services rendered on a monthly basis. The costs for the periodic services are to be prorated monthly and included in the routine monthly invoices.
- b. The invoice is to include the purchase order number, the service month covered, service performed and monthly base contract amount.

13. Termination

- a. The district has the right to terminate this agreement for any reason, without penalty, at any time by providing the contractor with a written notice of the termination at least thirty (30) days in advance. The contractor will be compensated for all services provided up to and including the date of termination.

SCOPE OF WORK

Our intention is to have the soccer and softball fields maintained by a professional athletic turf maintenance contractor. Contractor must primarily maintain athletic fields, both natural and synthetic turf. The college has two (2) soccer fields (natural turf) and one (1) softball field (synthetic turf). The contractor must demonstrate, through active service accounts and references, their skill in sports field maintenance. The contractor shall abide by all federal and state pesticide/herbicide/biocide laws and regulations, including but not limited to the State of California's Healthy Schools Act (HSA).

1. Scheduling

- a. Within thirty (30) days of the award of the contract, the successful contractor is to provide a master schedule to the college. The master schedule shall list each scheduled activity down one side of the calendar and a reference point in the month/year the activity is to take place. The contractor is to obtain approval of the college for the annual calendar and make adjustments to the calendar as required by the college. Activities will include but are not limited to, fertilizing, aeration, de-thatching, weed abatement and application of top dressing as well as nail drag infield mix & water, brooming or washing, grooming, spraying disinfectant and sanitizing, laser grading and herbicide spraying.
- b. All maintenance activity, including mowing shall be coordinated around game and practice schedules. The college will provide the contractor with the college's scheduled events and practice schedules.
- c. Make clear any period of time the fields are to be taken out of service for maintenance activity. The contractor is to obtain prior approval of the college for any changes in the schedule.
- d. Provide service to the soccer and softball fields on the same day or days of the week as defined on the calendar. The contractor is to obtain prior approval of the college for any changes in the schedule.
- e. The community will use the fields at night for youth soccer practice. Their access to the fields will be directed around the college use and maintenance requirements.

2. Maintenance of Natural Turf Areas

- a. The turf areas are to be hybrid Bermuda (GN1).
- b. Keep turf areas mowed to a height of 1".
- c. Turf to be mowed only with a reel-type-mower. Mower is to be kept sharp with the blades and reel properly set to make a clean cut of the turf without stripping the blades of grass. The contractor is to provide a list of manufacture of equipment owned and photographs with their bid proposal. A physical inspection of the equipment may be necessary during the due diligence period prior to award of the contract.
- d. Prior to mowing, the contractor is to remove all bleachers, benches and goals, returning them to the original locations after mowing is completed.
- e. Contractor has the option of using a mulching type mower to cut the clippings into small enough pieces so the clippings are not visible; using catchers to gather the clippings as the turf is cut; or using a sweeper after mowing to remove clippings. **NO VISIBLE CLIPPINGS MAY BE LEFT ON TURF SURFACES.**
- f. The turf area is to be mowed at least twice per week during the growth season (March – November). No more than 1/3 of the length of blade of grass is to be removed at one mowing. This requirement will dictate the frequency of mowing during the growth season.

- g. The edges of the fields are to be kept clean and trimmed. The contractor is to also keep edged the areas around items set on the turf areas such as waste receptacles, goals, flags, fences, bleachers, walkways, etc. The clear area around objects in the turf area shall not be greater than 2" beyond the object.
- h. Mow the turf areas in different directions each time the turf is mowed. It will be unacceptable to see mow patterns in the turf due to excessive mowing in the same pattern or direction.

3. Maintenance of Irrigation System

- a. The contractor shall provide maintenance of the entire irrigation system consisting of cleaning nozzles, servicing valves, setting controller, and other activities required. Contractor is to provide evidence of knowledge of CalSense controllers, Hunter rotor heads, fertigation injection systems, and water pump systems.
- b. The contractor shall be responsible to program the controller to provide adequate amounts of water to the fields to keep them healthy. The controller shall be programmed for watering during the optimum time of day (during the current season) that will not interfere with use of the field. The programming shall not be set to allow for excessive run off or ponding. Contractor to verify system trends for proper irrigation and alarms weekly.
- c. Testing of the system shall be done on a weekly basis. The contractor is to visually monitor the operation of each station and associated sprinkler head to insure proper operation and coverage. The contractor is to clean, adjust or take other required action necessary to keep the system 100% operational (strainer at the pump station included). Replacement of damaged heads is not part of the base bid. The contractor will be paid extra for heads that need to be replaced. The contractor is to obtain prior written approval prior to replacing heads.
- d. During the testing of the sprinkler system, do a visual inspection of each of the valves to make sure they are not leaking water and are operating as designed. Adjust irrigation heads to provide 100 percent coverage (head-to-head) with minimal overspray onto hardscape or paving. Include in the base price any minor repair or adjustment of the valves. Replacement of the valves is not part of the base bid. The contractor will be paid extra for valves that need to be replaced. The contractor is to obtain prior approval for changing out valves.
- e. There are to be no changes in the configuration, components, design or layout of the sprinkler system without prior written consent of the college. All approved changes are to be clearly documented to provide a clear written record of the entire system. Repairs shall be made within 48 hours.
- f. The irrigation system is a new CalSense CS3000, with all controllers networked and reporting to a website. Mobile access is available for system testing and control. Diagnostic information is available including water flows, component and network failure, pipe break, zone currents, etc. All Contractor personnel assigned to work with the CalSense system is required to read and accurately interpret all system information via on-site controllers, the mobile application and website. The awarded contractor shall provide qualified labor to diagnose and repair these systems in addition to regular tuning and maintenance. Within sixty (60) days of contract award, Contractor will provide certification, issued by CalSense, indicating personnel are fully trained and able to read and accurately interpret all system information and maintain and program all controllers through the controller interface, mobile application and website. The system is currently under warranty until June 2019 and will have manufacturer support, labor and material provided.

4. Fertilization

- a. The entire turf area is to be fertilized with a soluble, (concentrate mixed with water), liquid fertilizer injected into the sprinkler system. The fertilization program is to be a balanced system to provide nutrients to all elements of the turf system. A soils report shall be taken annually to determine current soil condition. The fertilization, and to some extent, the aeration methods, quantities, makeup (the fertilization program schedule) will be based on this analysis. The contractor shall provide this analysis as part of their bid price. The contractor shall include the cost of the fertilizer and maintaining the injection system in the price of the contract. All injection system repairs will be billed separately. Contractor is responsible for fertilization during equipment downtime or failure.

- b. Within forty-five (45) days of contract award, the Contractor is to conduct soil analysis and provide a written report. The analysis is to be conducted by a reputable laboratory specializing in sports field soil analysis. Minimum testing shall include pH, phosphorus, organic matter and cation exchange capacity for sandy soils, and pH, lime requirement, percent organic matter, phosphorus, potassium, calcium, magnesium aluminum, iron zinc and manganese levels for mineral soils.
- c. Within sixty (60) days of contract award, the Contractor is to provide a written fertilization program schedule. The program schedule is to include the brand of fertilizer to be used; the chemicals and ratios that make up the fertilizer; the application rate; and the times of year that certain the fertilizers will be applied. The fertilizer applied at different times of the year should be adjusted to provide the turf with nutrients needed for the season. The submitted schedule is to include written documentation from the manufacturer that supports the decision for the fertilizer selected. The fertilizer is to be applied per the manufacturer's recommended rate and method of application.
- d. Watering requirements may need to be adjusted to obtain the greatest benefit of the fertilizer. It is the responsibility of the contractor to schedule the application of the fertilizer, watering and usage with the college in advance of fertilizer application. If hand watering or manual operation of the clock system is required, the contractor is to include this work as part of the monthly cost for soccer field maintenance.

5. Aeration

- a. The fields experience heavy use. The college is concerned about compaction. Both fields are to be aerated monthly using a knife blade process. Twice a year, once in April and once in late July or early August, they are to be aerated using a plug process. Equipment is to be run over the turf in two directions.
- b. The plugs are not to be less than 2" deep and ½" in diameter.
- c. The contractor has the option of mowing the pulled plugs and sweeping them up or picking up the pulled plugs. Contractor is not permitted to leave the plugs on the surface of the turf. Contractor is not permitted to leave plug clippings on turf surfaces.
- d. The aeration process is to be coordinated with the watering, fertilization and usage of the field. The contractor is to obtain approval from the college prior to starting the aeration process.

6. Dethatching

- a. The entire turf area is to be de-thatched twice per year in the months of June and late December.
- b. The de-thatching process is to remove the dead or brown compacted thatch at the base of the turf. The turf area is to be thinned enough in this process to provide for the ability of water, fertilization and sun to get to the base of the turf.
- c. All grass material pulled out as part of the de-thatching process shall be immediately removed from the turf area and properly disposed of offsite.
- d. The de-thatching process is to be coordinated with aeration and fertilization program. The contractor is to obtain approval from the college in advance of starting this process. The college shall inspect the turf area upon completion to determine if enough thatch has been removed. The contractor shall remove the thatch to the satisfaction of the college as part of the monthly rate for the soccer field maintenance.

7. Top Dressing

- a. The entire turf area shall have a top dressing applied not less than twice per year. The top dressing will assist with water drainage, reducing compaction and promoting the delivery of nutrients to both the root system and stems of the turf.

- b. Within forty-five (45) days of contract award, Contractor shall provide a written submittal describing the makeup of the top dressing to be used. The composition shall consist of sand, organic materials and fertilizer. The submission must include written back up materials from the manufacturer or supplier supporting the benefits of the selected product. The information provided is to include the recommended application rate and optimum time of year for use on specific turf and soccer fields. The college is to approve the product prior to application.
- c. The application of the top dressing is to be coordinated with aeration, dethatching, fertilization and watering schedules. The contractor is to obtain approval of the college prior to the start of this process.
- d. The top dressing is to be applied and spread in such a manner as to assist in leveling low spots or ponding that may exist in the playing field. If there are low spots or ponding areas, the application of the top dressing shall not adversely modify the level condition

8. Sod Replacement

- a. The nature of play on soccer fields often causes a deterioration of the turf area directly around the goal areas. It shall be the responsibility of the contractor to either maintain the turf areas around the goals in a healthy condition or replace the damaged sod in these areas. For bid purposes, the contractor should figure on a 30x60 area times four goals once per year or a total 7,200 sq. ft. in June
- b. Replacement includes removing the existing sod through use of a powered sod cutter; loosening of the soil; application of fertilizer; installation of new sod to match existing turf area; leveling in the new sod with top dressing; and rolling the new turf area with water-filled roller.

9. Weed Control

- a. It is the responsibility of the contractor to maintain the turf area free from weeds. For the purposes of this contract, weeds are defined as any vegetation growth that is not the same type or species of the soccer field turf. This includes but is not limited to crab grass, oxalis, poa, clover, dandelions and all other blade or broadleaf vegetation.
- b. The contractor is to provide and apply all pre-emergent, post-emergent and/or selective herbicides required to keep weeds out of the turf.
- c. The contractor is to strictly adhere to all codes, regulations, laws, ordinances and any other requirement for the safe application of all chemicals.
- d. The contractor is to safely follow all manufacturer recommended and required methods and procedures for applying the chemicals used. Chemicals requiring application by licensed personnel are only to be handled and applied by licensed personnel.
- e. Contractor shall provide and insure proper usage of all required safety equipment for persons handling and applying chemicals.
- f. The contractor is to provide the quantities required to treat the turfs and immediately remove any unused chemicals. No chemicals may be stored at the site.
- g. No chemicals of any kind shall be disposed of at the site. This includes but is not limited to disposal in the waste container; dumping in the storm drains; pouring down drains or in the sewer system; dumping into the earth; or pouring into a ditch.
- h. Prior to use, a Material Safety Data Sheet (MSDS) shall be provided to the college for every type and kind of chemical to be used at the site. Any chemical observed at the site for which there is not a MSDS Sheet on file shall be immediately removed without cost to the college.

10. Maintenance of Synthetic Turf (Softball Field)

- a. Each Visit:
 - 1. Inspect all synthetic turf and remove all dirt, bird dropping, gum, blood, skin and other detritus collected on the playing surface
 - 2. Maintain the integrity of the infield and synthetic turf border by brooming or washing the brick dust off the synthetic turf surface
 - 3. Remove weeds from the entire playing surface
 - 4. Inspect sprinkler heads, adjust or repair as required
 - 5. Inspect and clean batting cages, use blower and/or hose as required
 - 6. Inspect and clean bleachers, use blower and/or hose as required
- b. Monthly:
 - 1. Nail drag and water the infield mix and bullpen
 - 2. Completion of Monthly Quality Control Sheet
- c. Triannually:
 - 1. Spray a disinfectant and sanitizer on the synthetic turf to help eliminate the bacteria, fungi and mold that regularly breed in synthetic turf
 - 2. Spray herbicides to keep all weeds off the field. Utilize pre-emergent and post-emergent herbicides for year round control. Herbicide applications will also be applied on the warning track.
- d. Annually:
 - 1. Rebuild batter's boxes, pitching lane, bullpens and catcher's areas with clay. This will be scheduled in January prior to the start of Softball season
 - 2. Perform a laser grading procedure and rebuild the infield. This will be scheduled in January prior to the start of the softball season
 - 3. Provide twenty (20), fifty-pound (50lb) bags of "Quick Dry", "Turface", or equivalent. Additional import required is a separate cost and is not part of the bid total
 - 4. Inspect synthetic turf to determine if new/additional rubber infill is required. Cost of infill and installation will be a separate cost and is not part of the bid total

11. Rodent Control

- a. Due to the location of site and the entire development surrounding the college site, the college has knowledge of a high level of rodent activity. The majority of activity observed is wild rabbits. There has been evidence of gophers and/or other burrowing creatures. The college has a contract with a pest control company to assist in controlling the rodent population. The responsibility of the contractor for this contract is to assist in controlling the damages to the soccer and softball fields.
- b. The contractor shall notify the college of any damage to the fields by rodents or other animals.

- c. The contractor shall assist and coordinate with the pest control company for any rodent activity observed at the soccer and softball fields. The contractor shall follow the direction of the pest control company as it relates to rodent activity.
- d. The contractor shall make repairs to the fields that have damage caused by rodents. This responsibility is limited to filling in holes dug in an immediate area and replacing missing sod. It is not the responsibility of this contractor to cover major damage done by rodents such as slope failure or sinking due to large tunnel systems.

12. Site Cleanup

- a. It is the responsibility of the contractor to remove all trash and debris from the field area. This is only required on normal days of service. It includes the removal of all types of debris from the turf and surrounding areas. It does not include dumping waste containers.
- b. The debris generated with all work related to these specifications are to be disposed off-site at the contractor's location. The contractor is responsible for keeping this area free of all landscape debris.
- c. The debris generated by regular maintenance is to be reported to the District as part of recycling efforts. The contractor shall report annually the amount of "Green Waste" that was gathered per site in a report format that the Facilities Manager or Site Director indicates.
- d. Green Waste shall be defined as tree and shrubbery trimmings, grass, weeds, leaves, woodchips and other organic materials.
 - 1. Contractor shall be responsible for recycling all green waste generated from their contract performance.
 - 2. Contractor shall have the duty to keep all green waste from being contaminated to the extent it no longer can be recycled.
 - 3. Contractor shall deliver green waste to a city approved reclamation site, for the purposes of recycling.

13. Quality Control

The quality of service for this contract is of extreme importance to the college. It is the intent of these specifications to provide for the highest level of service performed with quality equipment, operated by qualified, experienced workers, supervised by skilled, knowledgeable management. The successful contractor is to be thoroughly trained and knowledgeable in the proper care and maintenance of turf grass and synthetic turf used in professional sports complexes (similar in nature). The contractor shall not rely on the inspection, direction, or supervision of workers by college staff. The contractor shall follow these specifications as well as best practices for the high level care the college is seeking.

- a. The contractor is responsible to ensure they have properly trained staff as well as suitable equipment and materials necessary to perform the work outlined within this bid and subsequent contract.
- b. It is the Contractor's responsibility to supervise, manage and direct their staff to complete the work as specified. It shall be the duty of the contractor to maintain a regular and systematic inspection program by the supervisory personnel.
- c. Each month the contractor will require their Site Supervisor to complete the District's Monthly Inspection Report. The form is to be reviewed, verified and signed by the Contractor's Site Manager, familiar with the performance requirements, terms and conditions of the bid and the contract.
- d. The completed Monthly Inspection Report is to be submitted with the invoice for services provided for the same month.

- e. The District will independently inspect work and provide written notification to Contractor of any performance deficiencies and personnel concerns.
- f. The first week of each quarter, a management employee who is familiar with the terms and conditions of this contract is to personally inspect the site and fill out the inspection form. This report is to be signed by the site supervisor as well.
- g. The landscaping supervisor and the Facilities Manager/Site Director will meet weekly to touch base on how things are going and to review upcoming events. The Facilities Manager/Site Director will determine when those meetings are to take place.
- h. Payment of the invoice may be withheld if Contractor marks work as complete when work has not been completed or if District inspection uncovers performance deficiencies.

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
ATHLETICS QUALITY CONTROL SHEET**

Site: SCC		Date:	
		Inspected by:	
GROUND INSPECTION	OK	REPAIR	COMMENTS
Trash/Debris:			
Bleachers			
Dugouts			
Fields			
Batters Boxes			
Weed Control:			
Hoola hoe			
Weed eat			
Spray – Pre-emergent – Roundup			
Turf Maintenance:			
Mow			
Edge			
Weed eat			
Aerate			
Fertilize			
Irrigation:			
Dry areas			
Wet areas			
Head adjustment			
Broken head/riser			
Break in line			
Service Valve – R/R – Solenoid - Other			
Clocks			
Manual water			

Contractor Signature(s): _____

Site Supervisor: _____ Date _____

Manager: _____ Date _____

SPORTS FIELD MAINTENANCE SCHEDULE

AREA	JULY	AUG	SEPT	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUNE	As Needed	Annual
LAWN AREAS														
Mow and edge	1													
= Twice Weekly	2													
= As needed														
Aerate (Monthly)	Plug	Blade	Blade	Blade	Blade	Blade	Blade	Blade	Blade	Plug	Blade	Blade		
Dethatching (coordinate dates)						X						X		
Top Dressing						X						X		
Sod Replacement												X		
Soil analysis												X		
IRRIGATION SYSTEM (Applies to All Fields)														
Inspection/Test Sprinkler Sys. (Weekly)	X	X	X	X	X	X	X	X	X	X	X	X		
SOFTBALL FIELD														
Nail drag infield and bullpen	X	X	X	X	X	X	X	X	X	X	X	X		
Turf Grooming	X	X	X	X	X	X	X	X	X	X	X	X		
Disinfect Turf	X		X	X			X		X	X		X		
Herbicide Application						X								
Laser Grading							X							
Provide Turf														
Rebuild batter's box, pitching lane, bullpens with Clay							X							
Clean batting cages, dugouts and bleachers													X	



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G-SECOND FLOOR
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Kinesiology Offices

H-HUMANITIES BUILDING
Classrooms • Faculty Offices
Information Technology • Language Lab
Writing Center

L-LIBRARY
Instructional Design Center
Tutoring Center

MO-MAINTENANCE & OPERATIONS
District Publications • District Warehouse

RG-ROSE GARDEN

SC-SCIENCE CENTER
Classrooms • Faculty Offices • Science Labs

SP-STRENGER PLAZA

T-BUILDING
Cafeteria • Student Health and Wellness Services
Student Lounge

U-BUILDINGS
Classrooms • Community Services
Continuing Education Classes
Faculty Offices • Safety & Security ★

VP-VAZQUEZ PROMENADE

