

**PROCUREMENT AND CONTRACTING PROVISIONS  
(PART 1)**

FOR THE

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT  
FOR

BID NO. 1430  
FENCE REPLACEMENT  
AT ORANGE EDUCATION CENTER SITE

PROJECT ID NO. 3046.3

LOCATED AT

1465 NORTH BATAVIA STREET  
ORANGE, CA 92867

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT  
FACILITY PLANNING, DISTRICT CONSTRUCTION & SUPPORT SERVICES  
2323 NORTH BROADWAY, SUITE 112  
SANTA ANA, CA 92706

SEPTEMBER 7, 2022

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## NOTICE INVITING BIDS

**NOTICE IS HEREBY GIVEN** that the Rancho Santiago Community College District (RSCCD) of Orange County, California, acting by and through its Board of Trustees (“District”), will, in accordance with Public Contract Code § 22034, receive, up to but not later than the below-stated date and time, sealed bids for an award of a Contract for **Bid #1430 Fence Replacement at Orange Education Center Site**.

- 1. Contractors’ License Classification.** Bidders must possess the following classification(s) of California Contractors License at the time that the Bid Proposal is submitted and at time the Contract for the Work is awarded: **B-General Building**. The Bid Proposal of a Bidder who does not possess a valid and in good standing Contractors’ License in the classification(s) set forth above will be rejected for non-responsiveness. Any Bidder not duly and properly licensed is subject to all penalties imposed by law. No payment shall be made for the Work unless and until the Registrar of Contractors verifies to the District that the Bidder awarded the Contract is properly and duly licensed for the Work.
- 2. Contract Time.** The Contract Time is **sixty-five (65) calendar days** from date of Notice to Proceed to Final Completion. Failure to achieve the Contract Time will result in the assessment of Liquidated Damages as set forth in the Contract.
- 3. Job Walk.** The District will conduct a mandatory Job Walk for General Contractors and optional for Subcontractors on **Tuesday, September 13, 2022**, beginning at **9:00 A.M.** Bidders are to meet at the Orange Education Center Site located at 1465 North Batavia Street in Orange, CA 92867. Any late attendees will not be allowed to sign-in. A Bid Proposal submitted by a Bidder whose representative(s) did not attend the entirety of the Mandatory Job Walk will be rejected by the District as being non-responsive.
- 4. Submittal of Bid Proposals.** All Bid Proposals must be submitted on forms furnished by the District prior to **2:00 P.M., Tuesday, October 4, 2022**, the last time for submission of Bid Proposals. Submit Bids to RSCCD Facility Planning, District Construction and Support Services at 2323 North Broadway, Suite 112, Santa Ana, CA 92706. Bidders are solely responsible for timely submission of Bid Proposals to the District at the designated location. The District shall not be responsible for any delays or issues with mail delivery. Any bid received after the scheduled closing time for receipt of bids shall be returned to the bidder unopened. A Bid Summary will be posted on the District’s website ([www.rscgd.edu](http://www.rscgd.edu) then click on “[Bid Opportunities](#)”)
- 5. Bid and Contract Documents.** The Bid and Contract Documents are available to all Bidders online at the District website, ([www.rscgd.edu](http://www.rscgd.edu) then click on “[Bid Opportunities](#)”), no later than **5:00 P.M.** on **Wednesday, September 7, 2022**. The Bid and Contract Documents may be available from sources other than the Purchasing Webpage, including plan rooms. The District is not responsible for the accuracy or completeness of Bid or Contract Documents obtained from any source other than the Purchasing Webpage. Bidders are solely responsible for the risk of inaccurate or incomplete Bid or Contract Documents obtained from any source other than the Purchasing Webpage.
- 6. CUPCCAA.** This Project is being let in accordance with the California Uniform Public Construction Cost Accounting Act (“CUPCCAA”) set forth in Public Contract Code section 22000 et seq. Contractors are invited to complete and submit the Contractors Letter of Interest Application to Purchasing Services Department as instructed on the application. The Contractors Letter of Interest Application is available on the District’s webpage ([www.rscgd.edu](http://www.rscgd.edu), click on Departments, Purchasing Services and then click on “Contractors Letter of Interest Application”).

- 7. Purchasing Webpage Posting of Addenda and Bidder Questions Responses.** During the course of bidding, the District may issue addenda (“Addenda”) or issue responses to bidder questions that do not result in issuance of Addenda (“Bidder Questions Responses”). The District will not distribute Addenda or Bidder Questions Responses; Addenda and Bidder Questions Responses will be posted on the Purchasing Webpage. The District’s posting of Addenda and/or Bidder Questions Responses on the Purchasing Webpage is deemed the District’s distribution of Addenda and/or Bidder Questions Responses to all bidders.
- 8. Project Plan Holder List.** The District’s Project Plan Holder List will be compiled exclusively from the sign-in sheet at the Mandatory Job Walk. Any Bidder failing to sign-in at the Mandatory Job Walk will be excluded from Project Plan Holder List and their Bid Proposal will be rejected by the District as being non-responsive. The District will not have a third party maintain a bid registry/plan holder list and will not distribute addenda directly to bidders/plan holders.
- 9. Prevailing Wage Rates.** Pursuant to California Labor Code §1773, the Director of the Department of Industrial Relations of the State of California (“DIR”) has determined the generally prevailing rates of wages in the locality in which the Work is to be performed. Copies of the prevailing wage rates in the locality where the Work is to be performed, entitled PREVAILING WAGE SCALE are available to any interested party at [http://www.dir.ca.gov/dlsr/statistics\\_research.html](http://www.dir.ca.gov/dlsr/statistics_research.html). The Contractor awarded the Contract for the Work shall post a copy of all applicable prevailing wage rates for the Work at conspicuous locations at the Site of the Work. The Contractor and all Subcontractors performing any portion of the Work shall pay not less than the applicable prevailing wage rate for the classification of labor provided by their respective workers in prosecution and execution of the Work. During the Work and pursuant to Labor Code §1771.4(a)(4), the DIR shall monitor compliance with prevailing wage rate requirements and enforce the Contractor’s prevailing wage rate obligations.
- 10. Bidder and Subcontractors DIR Registered Contractor Status.** Each Bidder must be a DIR Registered Contractor when submitting a Bid Proposal. The Bid Proposal of a Bidder who is not a DIR Registered Contractor when the Bid Proposal is submitted will be rejected for non-responsiveness. All Subcontractors identified in a Bidder’s Designated Subcontractors’ List must be DIR Registered contractors at the time the Bid Proposal is submitted. The Contractor may be subject to penalties by DIR of up to \$10,000 for contracting with any subcontractor that is not DIR registered. The foregoing notwithstanding, a Bid Proposal is not subject to rejection for non-responsiveness for listing Subcontractor the Subcontractors List who is/are not DIR Registered contractors if such Subcontractor(s) complete DIR Registration pursuant to Labor Code §1771.1(c)(1) or (2). Further, a Bid Proposal is not subject to rejection if the Bidder submitting the Bid Proposal listed any Subcontractor(s) who is/are not DIR Registered contractors and such Subcontractor(s) do not become DIR Registered pursuant to Labor Code §1771.1(c)(1) or (2), but the Bidder, if awarded the Contract, must request consent of the District to substitute a DIR Registered Subcontractor for the non-DIR Registered Subcontractor pursuant to Labor Code §1771.1(c)(3), without adjustment of the Contract Price or the Contract Time.
- 11. Bid Security.** Each Bid Proposal shall be accompanied by Bid Security in an amount equal to Ten Percent (10%) of the maximum amount of the Bid Proposal, inclusive of any additive Alternate Bid Item(s). Failure of any Bid Proposal to be accompanied by Bid Security in the form and in the amount required shall render such Bid Proposal to be non-responsive and rejected by the District.

- 12. Labor & Materials Payment Bond; Performance Bond.** Prior to commencement of the Work, the Bidder awarded the Contract shall deliver to the District two (2) each of Labor & Material Payment Bond and a Performance Bond issued by a California Admitted Surety in the form and content included in the Contract Documents each of which shall be in a penal sum equal to One Hundred Percent (100%) of the Contract Price.
- 13. No Withdrawal of Bid Proposals.** Bid Proposals shall not be withdrawn by any Bidder for a period of 90 calendar days after the opening of Bid Proposals. During this time, all Bidders shall guarantee prices quoted in their respective Bid Proposals.
- 14. Award of Contract.** The Contract for the Work, if awarded, will be by action of the District's Board of Trustees to the responsible Bidder submitting the lowest priced responsive Bid Proposal. If the Bid Proposal requires Bidders to propose prices for Alternate Bid Items, the District's selection of Alternate Bid Items, if any, for determination of the lowest priced Bid Proposal and for inclusion in the scope of the Contract to be awarded shall be in accordance with the Instructions to Bidders. The District reserves the right to waive immaterial irregularities or informalities in any Bid Proposal or in the bidding process. Additionally, the District reserves the right to reject all Bid Proposals. The lowest responsive bid for the Work shall be determined as follows: **Base Bid Amount plus Allowance.**
- 15. Disabled Veteran Business Enterprises ("DVBE") Participation Goal.** Pursuant to Military & Veterans Code §999.2 and the District's Board Policy, the District has established a Good Faith Participation Goal for DVBEs of Three Percent (3%) of the value of the Work.
- 16. American Disabilities Act (ADA).** It is the intention of the Rancho Santiago Community College District to comply with the Americans with Disabilities Acts (ADA) in all respects. If, as an attendee or a participant at this meeting, you will need special assistance, the Rancho Santiago Community College District will attempt to accommodate you in every reasonable manner. Please contact the Rancho Santiago Community College District, Facility Planning, District Construction and Support Services at 2323 N. Broadway, Suite 112, Santa Ana, California, 714-480-7510, three business days prior to the meeting to inform us of your particular needs so that appropriate accommodations may be made.
- 17. Not Used.**

Advertisement publication date: 9/7/2022

## INSTRUCTIONS TO BIDDERS

Bidders shall follow the instructions in this document, and shall submit all documents, forms, and information required for consideration of their Bid.

Rancho Santiago Community College District (“District” or “Owner”) will evaluate information submitted by all bidders, and, if incomplete in any way, the Bidder's bid may be rejected as nonresponsive.

**1. Project.** Bids are requested for a general construction contract, or work described in general, for the Project, **Bid #1430 Fence Replacement at Orange Education Center Site.**

**2. Job-Walk.**

- A. *Job Walk.* The District will conduct a mandatory Job Walk for General Contractors and optional for Subcontractors on **Tuesday, September 13, 2022**, beginning at **9:00 A.M.** Bidders are to meet at the Orange Education Center Site located at 1465 North Batavia Street in Orange, CA 92867. Any late attendees will not be allowed to sign-in. A Bid Proposal submitted by a Bidder whose representative(s) did not attend the entirety of the Mandatory Job Walk will be rejected by the District as being non-responsive.
- B. *Site Visit Certification.* A mandatory job walk and pre-bid conference (“Site Visit”) is required in the Notice to Bidders. Bidders must submit the Site Visit Certification with their Bid. The District will post and make available to all prospective Bidders of record such Addenda as the District in its discretion considers necessary in response to questions presented at the Site Visit. Oral statements shall not be relied upon and will not be binding or legally effective. Addenda issued by the District as a result of the Site Visit, if any, shall constitute the sole and exclusive record and statement of the results of the Site Visit.
- C. *District Additional Job Walk.* The District may, in its sole and exclusive discretion, elect to conduct one or more Job Walk(s) in addition to that set forth in the Notice to Bidders, in which event the District shall notify all Bidders who have theretofore obtained the Contract Documents pursuant to the Notice to Bidders of any such additional Job Walk. If the District elects to conduct any Job Walk in addition to that set forth in the Notice to Bidders, the District shall, in its notice of any such additional Job Walk(s), indicate whether Bidders’ attendance at such additional Job Walk(s) is/are mandatory.
- D. *Bidder Requested Additional Job Walk.* Any Bidder who has obtained the Bid Documents pursuant to the Notice to Bidders may, by written request to the District, request an additional Job Walk if the District has designated a Job Walk in the Notice to Bidders or a Job Walk if the District has not designated a Job Walk in the Notice to Bidders. The District may, in its sole and exclusive discretion, conduct such requested Job-Walk taking into consideration factors such as the time remaining prior to the scheduled opening of Bid Proposals. Any such requested Job Walk will be conducted only upon the requesting Bidder’s agreement to reimburse the District for the actual and/or reasonable costs for the District’s staff and its agents and representatives in arranging for and conducting such additional Job Walk.

**3. Preparation and Submittal of Bid Proposal.**

- A. *Bid Proposal Preparation.* All information required by the bid forms must be completely and accurately provided. Numbers shall be stated in both words and figures where so indicated in the bid forms; conflicts between a number stated in words and in figures are governed by the words. Partially completed Bid Proposals or Bid Proposals submitted on other than the bid forms included herein are non-responsive and will be rejected. Bid Proposals not conforming to these Instructions for Bidders and

the Notice to Bidders may be deemed non-responsive and rejected.

- B. *Bid Proposal Submittal.* Bid Proposals shall be submitted at the place designated in the Notice to Bidders in sealed envelopes bearing on the outside the Bidder's name and address along with an identification of the Work for which the Bid Proposal is submitted. Bidders are solely responsible for timely submission of Bid Proposals to the District at the place designated in the Notice to Bidders.
- C. *Date and Time of Bid Proposal Submittal.* A Bid Proposal is submitted only if the outer envelope containing the Bid Proposal is marked with the Project title and is received by a District Facility Planning, District Construction and Support Services Department representative for logging-in at (or before) the latest date and time for submittal of Bid Proposals. The electronic clock and date stamper located in the Facility Planning, District Construction and Support Services is controlling and determinative as to the time of the Bidder's submittal of the Bid Proposal. The foregoing notwithstanding, whether or not Bid Proposals are opened exactly at the time fixed in the Notice to Bidders, no Bid Proposals shall be received or considered by the District after it has commenced the public opening and reading of Bid Proposals; Bid Proposals submitted after such time are non-responsive and will be returned to the Bidder unopened.

#### 4. **Bid Opening.** {RESERVED}

- 5. **Bid Form.** Bidders must submit Bids on the Bid Form and all other required District forms. Bids not submitted on the District's required forms shall be deemed non-responsive and shall not be considered. Additional sheets required to fully respond to requested information are permissible. Bidders shall not modify the Bid Form or qualify their Bids. Bidders shall not submit scanned, re-typed, word-processed, or otherwise recreated versions of the Bid Form or other District-provided documents.
- 6. **Signature.** The Bid Proposal and all other documents submitted with the Bid Proposal which require a signature ("Bid Materials") shall be executed by an individual with authority to bind the Bidder ("Bid Signatory"). Each Bid Signatory warrants and represents to the District that she/he is: (i) duly authorized by the Bidder to execute the Bid Proposal or Bid Materials, as applicable; and (ii) has authority to bind and commit the Bidder to the Bid Proposal or Bid Materials submitted to the District.
- 7. **Erasures, Inconsistent or Illegible Bids.** The Bid Proposal and Bid Materials submitted by a Bidder must not contain any erasures, interlineations, or other corrections ("Bid Changes") unless the Bid Changes create no inconsistency and are authenticated by affixing in the margin immediately adjacent to a Bid Change the signature or initials of the Bid Signatory. In the event the District determines any Bid Proposal is unintelligible, inconsistent, or ambiguous, the District may reject such Bid Proposal as not being responsive to material bidding requirements.
- 8. **Bidder Modifications.** Changes in or additions to the bid form, recapitulations of the work bid upon, alternative proposals, or any other modification of the bid form which is not specifically called for in the Contract Documents may result in the District's rejection of the bid as not being responsive to the Notice to Bidders. No oral or telephonic modification of any bid submitted will be considered.
- 9. **Unbalanced or Altered Bids.** Proposals in which the prices are obviously unbalanced, and those which are incomplete or show any alteration of form or contain any additions or conditional or alternate bids that are not called for or otherwise permitted, may be rejected. A proposal on which the signature of the bidder has been omitted may be rejected. If, in the District's sole discretion, it determines any pricing, costs or other information submitted by a bidder may result in an unbalanced bid, the District may deem such bid non-responsive. A bid may be determined by the District to be unbalanced if the bid is based on prices significantly less than cost for some work and prices which are significantly overstated in relation to cost for other work, and if there is a reasonable doubt that the bid will result in the lowest overall cost to the District

even though it may be the low evaluated bid, or if it is so unbalanced as to be tantamount to allowing an advanced payment.

- 10. Bidder Responsibility.** Prior to award of the Contract, the District reserves the right to consider the responsibility of the Bidder. The District may conduct investigations as the District deems necessary to assist in the evaluation of the responsibility, including without limitation, qualifications and financial ability of the Bidder.
- 11. Complete Bid Proposal.** Bidders must supply all information required by each Bid Document. Bids must be full and complete. The District reserves the right in its sole discretion to reject any Bid as non-responsive as a result of any error or omission in the Bid. Bidders must complete and submit all of the documents with the Bid Form as identified on the Checklist of Mandatory Bid Submittal.
- 12. Responsive Bid Proposal.** A responsive Bid Proposal shall mean a Bid Proposal which conforms to and complies with material requirements of the Bid and Contract Documents. A Bid Proposal that does not conform to material bidding requirements, as reasonably determined by the District, is subject to rejection for non-responsiveness.
- 13. Bidder Due Diligence.** Submission of Bid signifies careful examination of the Contract Documents and a complete understanding of the nature, extent, and location of Work to be performed. Bidders must complete the tasks listed below as a condition to bidding, and submission of Bid shall constitute the Bidder's express representation to the District that Bidder has fully completed the following:
  - A. Bidder has visited the Project Site, if required, and has examined thoroughly and understands the nature and extent of the Contract Documents, Work, Site, locality, actual conditions, as-built conditions, and all local conditions and federal, state and local laws, and regulations that in any manner may affect cost, progress, performance, or furnishing of Work or that relate to any aspect of the means, methods, techniques, sequences, or procedures of construction to be employed by Bidder and safety precautions and programs incident thereto;
  - B. Bidder has conducted or obtained and has understood all examinations, investigations, explorations, tests, reports, and studies that pertain to the subsurface conditions, as-built conditions, underground facilities, and all other physical conditions at or contiguous to the Site or otherwise that may affect the cost, progress, performance, or furnishing of Work, as Bidder considers necessary for the performance or furnishing of Work at the Contract Price, within the Contract Time, and in accordance with the other terms and conditions of Contract Documents, including specifically the provisions of the General Conditions; and no additional examinations, investigations, explorations, tests, reports, studies, or similar information or data are or will be required by Bidder for such purposes;
  - C. Bidder has correlated its knowledge and the results of all such observations, examinations, investigations, explorations, tests, reports, and studies with the terms and conditions of the Contract Documents;
  - D. Bidder has given the District prompt written notice of all conflicts, errors, ambiguities, or discrepancies that it has discovered in or among the Contract Documents and the actual conditions, and the written resolution thereof by the District is acceptable to Bidder;
  - E. Bidder has made a complete disclosure in writing to the District of all facts bearing upon any possible interest, direct or indirect, that Bidder believes any representative of the District or other officer or employee of the District presently has or will have in this Contract or in the performance thereof or in any portion of the profits thereof;
  - F. Bidder must, prior to bidding, perform the work, investigations, research, and analysis required by the Instructions to Bidders and that Bidder represented in their Bid Form and the Construction Services

Agreement that it performed prior to bidding. Bidder is charged with all information and knowledge that a reasonable bidder would ascertain from having performed this required work, investigation, research, and analysis. Bid prices must include entire cost of all work “incidental” to completion of the Work.

**14. Designation of Subcontractors; Subcontractors List.** Each Bidder shall submit a list of its proposed Subcontractors for the proposed Work who will perform/provide portions of the Work valued at or more than one-half (1/2) of one percent (1%) of the amount proposed by the Bidder for the Work, including any Alternate Bid Items as required by the Subletting and Subcontracting Fair Practices Act (California Public Contract Code §4100 et seq.) on the form of Designated Subcontractors List furnished with the Contract Documents.

A. The foregoing information is set forth in the Designated Subcontractors Form. Each Bidder must provide all information required in the Designated Subcontractors Form for each Subcontractor identified therein. Failure of a Bidder to provide all information required by the Designated Subcontractors Form for a Subcontractor identified therein will result in rejection of the Bidder’s Bid Proposal for non-responsiveness.

B. *Work of Subcontractors.* All Bidders are referred to the Contract Documents and the notation therein that all Contract Documents are intended to be complimentary and that the organization or arrangements of the Specifications and Drawings shall not limit the extent of the Work of the Contract Documents. Accordingly, all Bidders are encouraged to disseminate all of the Specifications, Drawings and other Contract Documents to all persons or entities submitting sub-bids to the Bidder. The omission of any portion or item of Work from the Bid Proposal or from the sub-bidders’ sub-bids which is/are necessary to produce the intended results and/or which are reasonably inerrable from the Contract Documents is not a basis for adjustment of the Contract Price or the Contract Time. Dissemination of the Contract Documents to sub-bidders and dissemination of addenda issued during the bidding process is solely the responsibility of each Bidder.

C. *Subcontractor Bonds.* Pursuant to California Public Contract Code §4108, if a Bidder requires a bond or bonds of its Subcontractor(s), whether the expense of procuring such bond or bonds are to be borne by the Bidder or the Subcontractor(s), such requirements shall be specified in the Bidder’s written or published request for sub-bids. Failure of the Bidder to comply with these requirements shall preclude the Bidder from imposing bonding requirements upon its Subcontractor(s) or rejection of a Subcontractor’s bid under California Public Contract Code §4108(b).

**15. Withdrawal or Modification of Submitted Bid Proposal.** A Bidder may not withdraw or modify a Bid Proposal submitted to the District except in strict conformity to the following. Bid Proposals may be withdrawn or modified only if: (i) the Bidder submitting the Bid Proposal submits a request for withdrawal or modification in writing to the District; and (ii) the written withdrawal or modification request is actually received by the District prior to the latest date/time for submittal of Bid Proposals. Requests for withdrawal of a Bid Proposal after the public opening of Bid Proposals pursuant to Public Contract Code §5100 et seq. will be considered only if in strict conformity with requirements of Public Contract Code §5100 et seq.

**16. Contractor’s License.** No Bid Proposal will be considered from a Bidder who, at the time Bid Proposals are opened, is not licensed to perform the Work of the Contract Documents, in accordance with the Contractors’ License Law, California Business & Professions Code §7000 et seq. This requirement is not a mere formality and will not be waived by the District or its Board of Trustees. The required California Contractors’ License classification(s) for the Work is set forth in the Notice to Bidders-

**17. Conditions Shown on the Contract Documents.** Information as to underground conditions, as-built conditions, or other conditions or obstructions, indicated in the Contract Documents, e.g., on Drawings or in

Specifications, has been obtained with reasonable care, and has been recorded in good faith. However, the District only warrants, and Bidder may only rely, on the accuracy of limited types of information.

A. *Above Ground Conditions and Data.* As to above-ground conditions or as-built conditions shown or indicated in the Contract Documents, there is no warranty, express or implied, or any representation express or implied, that such information is correctly shown or indicated. This information is verifiable by independent investigation and Bidder is required to make such verification as a condition to bidding. In submitting their Bid, Bidder shall rely on the results of their own independent investigation. In submitting their Bid, Bidder shall not rely on the District-supplied information regarding above-ground conditions or as-built conditions.

B. *Subsurface Data.* By executing the Construction Services Agreement, the Contractor acknowledges that it has examined the boring data and other available subsurface data and has satisfied itself as to the character, quality and quantity of surface and subsurface materials, including without limitation, obstacles which may be encountered in performance of the Work. Subsurface data or other soils investigation report provided by the District hereunder are not a part of the Contract Documents. Information contained in such data or report regarding subsurface conditions, elevations of existing grades, or below grade elevations are approximate only and is neither guaranteed or warranted by the District to be complete and accurate. The District assumes no responsibility for any conclusions or interpretations of the Contractor on the basis of available subsurface data or other information furnished by District under the Contract Documents.

**18. Examination of Site and Contract Documents.** Each Bidder shall, at its sole cost and expense, inspect the Site and to become fully acquainted with the Contract Documents and conditions affecting the Work. Failure of a Bidder to receive or examine any of the Contract Documents or to inspect the Site shall not relieve such Bidder from any obligation with respect to the Bid Proposal, or the Work required under the Contract Documents. The District assumes no responsibility or liability to any Bidder for, nor shall the District be bound by, any understandings, representations or agreements of the District's agents, employees or officers concerning the Contract Documents or the Work made prior to execution of the Contract which are not in the form of Bid Addenda duly issued by the District. The submission of a Bid Proposal shall be deemed prima facie evidence of the Bidder's full compliance with the requirements of this section.

**19. As-Builts.** Bidders may examine any available "as-built" drawings of previous work by giving the District reasonable advance notice. District will not be responsible for accuracy of "as-built" drawings. The document entitled Existing Conditions applies to all supplied "as-built" drawings.

**20. Pre-Bid Questions.** All Bidder questions about the meaning or intent of the Contract Documents shall be directed to the District in writing by email to [facilitiesbid@rsccd.edu](mailto:facilitiesbid@rsccd.edu) ("Pre-Bid Questions"). Pre-Bid Questions and requests for clarifications must be submitted to the District by **5:00 P.M. September 20, 2022** on the District's **Pre-Bid Clarification Form** provided within. Bidders are solely responsible for submission of Pre-Bid Questions *prior to such time/date*; the District will not respond to Pre-Bid Questions submitted after such time/date. Responses to timely submitted Pre-Bid Questions will be in the form of Addenda posted on the District's Purchasing Department webpage. Bidders are solely responsible for review of the District's Purchasing Department webpage to obtain Addenda issued during the bidding process. No person is authorized to: (i) render an oral interpretation, correction or modification of any portion of the Contract Documents; or (ii) provide oral responses to Pre-Bid Questions. No Bidder may rely on any such oral interpretation, correction, modification or response.

**21. Addenda.** Each Addenda shall be part of the Contract Documents. Pursuant to the Notice to Bidders, the District will not distribute Addenda to Bidders. All addendums issued for this project will be issued by posting on the District's website ([www.rsccd.edu](http://www.rsccd.edu) then click on "[Bid Opportunities](#)") then search the project

by the bid number and project title. Bidders are solely responsible for regularly checking the website for Addenda.

- 22. District's Right to Modify Contract Documents.** Before the public opening and reading of Bid Proposals, the District may modify the Work, the Contract Documents, or any portion(s) thereof by the issuance of written addenda by the issuance of written addenda posted on the District's Purchasing Department webpage who have obtained a copy of the Specifications, Drawings and Contract Documents pursuant to the Notice to Bidders. If the District issues any addenda during the bidding, the failure of any Bidder to acknowledge such addenda in its Bid Proposal will render the Bid Proposal non-responsive and rejected.
- 23. Bidder's Assumptions.** The District is not responsible for any assumptions made or used by the Bidder in calculating its Bid Proposal Amount including, without limitation, assumptions regarding costs of labor, materials, equipment or substitutions/alternatives for any material, equipment, product, item or system incorporated into or forming a part of the Work which have not been previously expressly approved and accepted by the District. The successful Bidder, upon award of the Contract by the District, if any, will be required to complete the Work for the amount bid in the Bid Proposal within the Contract Time and in accordance with the Contract Documents.
- 24. Bidders Interested in More Than One Bid Proposal; Non-Collusion Affidavit.** No person, firm, corporation or other entity shall submit or be interested in more than one Bid Proposal for the same Work; provided, however, that a person, firm or corporation that has submitted a sub-proposal to a Bidder or who has quoted prices for materials to a Bidder is not disqualified from submitting a sub-proposal, quoting prices to other Bidders or submitting a Bid Proposal for the proposed Work to the District. The form of Non-Collusion Affidavit included in the Contract Documents must be completed and duly executed on behalf of the Bidder; failure of a Bidder to submit a completed and executed Non-Collusion Affidavit with its Bid Proposal will render the Bid Proposal non-responsive.
- 25. Preference for Materials, Equipment, Product or Service Substitutions.** Whenever the Contract Documents indicate any designated material, equipment, product or service or any specific name, make, trade name, or catalog number, with or without the words, "or equal," such designation shall be read as if the language "or equal" is incorporated. Such designation shall be deemed to establish a minimum standard of quality or performance and shall not be construed as limiting competition. All requests for substitution, together with the substantiating information and/or documentation establishing the equivalency of a proposed substitution or alternative for designated material, equipment, product or service, shall be submitted by Contractor no later than Ten (10) calendar days prior to the scheduled bid opening date; any request for approval of proposed alternatives or substitutions submitted thereafter may be rejected summarily. The foregoing notwithstanding, if any material, equipment, product, service or other item is designated in the Contract Documents as a "District Standard" or similar words/terms, the District shall be deemed to have made a finding that such material, equipment, product, service or other item is designated and specified pursuant to Public Contract Code §3400 to match other materials, equipment, products, services or other item in use in a completed or to be completed work of improvement and not subject to substitution. If any material, equipment, product, service or other item is identified in the Contract Documents as being the only source of the material, equipment, product, service or other item necessary to accomplish the intended result(s), such material, equipment or other item shall be deemed a "sole source" and shall not be subject to substitution.
- 26. Substitution for Designated Materials, Equipment, Product and/or Services.** Bids shall be based on the materials, equipment, products, services, and systems designated in Contract Documents or approved substitutions listed by name in Addenda. All requests must comply with the requirements specified in Article 16 of the General Conditions and Specification Section 016000.

**27. Rejection of Bids.** The District reserves the right to reject any or all bids, including without limitation, the right to reject any or all nonconforming, non-responsive, unbalanced, or conditional Bids, to re-bid, and to reject the Bid of any Bidder if the District believes that it would not be in the best interest of the District to make an award to that Bidder, whether because the Bid is not responsive or the Bidder is unqualified or of doubtful financial ability or fails to meet any other pertinent standard or criteria established by the District. The District also reserves the right to waive inconsequential deviations not involving price, time, or changes in the Work. For purposes of this paragraph, an “unbalanced bid” is one having nominal prices for work item(s) that represent substantive work and/or overly-enhanced prices for nominal work item(s).

**28. Bid Protests.**

A. *Submittal of Bid Protest.* Any Bidder submitting a Bid Proposal to the District may file a protest of the District’s intent to award the Contract provided that all of the following are complied with: (i) the bid protest is in writing; (ii) the bid protest is filed and received by the District’s Assistant Vice Chancellor, c/o Carri Matsumoto, Facility Planning, District Construction and Support Services located at 2323 North Broadway, Suite 112, Santa Ana, CA 92706 before 5:00 P.M. not more than five (5) calendar days from the date of the bid opening; and (iii) the written bid protest sets forth, in detail, all grounds for the bid protest, including without limitation all facts, supporting documentation, legal authorities and argument in support of the grounds for the bid protest; any matters not set forth in the written bid protest shall be deemed waived. All factual contentions must be supported by competent, admissible, and creditable evidence. Any bid protest not conforming to the foregoing shall be rejected by the District as invalid.

B. *District Review and Disposition of Bid Protest.* Provided that a bid protest is filed in strict conformity with the foregoing, the District’s Assistant Vice Chancellor, Facility Planning, District Construction and Support Services, or such individual(s) as may be designated by him/her (“Designee”) will review and evaluate the basis of the bid protest. The District’s Assistant Vice Chancellor, Facility Planning, District Construction and Support Services, or Designee shall provide the Bidder submitting the bid protest with a written statement concurring with or denying the bid protest (“Bid Protest Response”). The Bid Protest Response is deemed the final action of the District and not subject to appeal or reconsideration by any other employee or officer of the District or the Board of Trustees of the District. The issuance of the Bid Protest Response by the District’s Assistant Vice Chancellor, Facility Planning, District Construction and Support Services, or the Designee is an express condition precedent to the institution of any legal or equitable proceedings relative to the bidding process, the District’s intent to award the Contract, the District’s disposition of any bid protest or the District’s decision to reject all Bid Proposals. If any such legal or equitable proceedings are instituted and the District is named as a party thereto, the prevailing party(ies) shall recover from the other party(ies), as costs, all attorneys’ fees and costs incurred in connection with any such proceeding, including any appeal arising therefrom. Each Bidder shall acknowledge in the Bid Proposal that the foregoing is a binding attorneys’ fee agreement pursuant to Civil Code §1717 and shall be enforceable against the Bidder and the District.

**29. Alternates and Determination of Lowest Responsive Bid.** The Contract may include alternates. Alternates are defined as alternate products, materials, equipment, systems, methods, or major elements of the construction that may at the District’s option and under terms established in the Contract and pursuant to Section 20103.8 of the Public Contract Code, be selected for the Work. The District shall award the Contract, if it awards it at all, to the lowest responsive responsible bidder based on the criteria as indicated in the Notice to Bidders.

**30. Determination of Lowest Responsive Bid.** The lowest responsive bid for the Work shall be determined as the lowest bid shall be the lowest bid price on the **total base amount plus allowance**.

- 31. Award to Lowest Responsive Responsible Bidder.** If the Bidder submitting this Bid Proposal is awarded the Contract, the undersigned will execute and deliver to the District the Construction Services Agreement in the form attached hereto within five (5) calendar days after notification of award of the Contract. Concurrently with delivery of the executed Construction Services Agreement to the District, the Bidder awarded the Contract shall deliver to the District the documents identified on the checklist for Bid documents upon receipt of the Award Letter. Failure of the Bidder awarded the Contract to strictly comply with the preceding may result in the District's rescinding award of the Contract and/or forfeiture of the Bidder's Bid Security. In such event, the District may, in its sole and exclusive discretion elect to award the Contract to the responsible Bidder submitting the next lowest priced Bid Proposal or to reject all Bid Proposals.
- 32. Agreement and Bonds.** The Construction Services Agreement which the successful Bidder, as Contractor, will be required to execute along with the forms Labor and Material Payment Bond, Performance Bond and other documents and instruments which are required to be furnished are included in the Contract Documents and shall be carefully examined by the Bidder. The required number of executed copies of the Construction Services Agreement and the form and content of the Performance Bond and the Labor and Material Payment Bond and other documents or instruments required at the time of execution of the Construction Services Agreement are specified in the Contract Documents.
- 33. Bid Security Return.** The Bid Security of the Bidders submitting the three lowest priced Bid Proposals, the number being solely at the discretion of the District, will be held by the District for ten (10) days after the period for which Bid Proposals must be held open (which is set forth in the Call for Bids) or until posting by the successful Bidder(s) of the bonds, certificates of insurance required and return of executed copies of the Construction Services Agreement, whichever first occurs, at which time the Bid Security of such other Bidders will be returned to them.
- 34. Evidence of Responsibility.** Upon the 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, construction experience, completion ability, workload, organization available for the performance of the Contract, and other factors pertinent to a Project of the scope and complexity involved.
- 35. Notice to Proceed.** The District may issue a Notice to Proceed within 90 calendar days from the date of the Notice of Intent to Award. Upon receipt of the Notice to Proceed, the Contractor shall complete the Work within the period indicated in the Contract Documents. It is further expressly understood by Contractor that Contractor shall not be entitled to any claim of additional compensation or additional time when the Notice to Proceed is issued within the 90 calendar days.
- A. The District may postpone issuing the Notice to Proceed beyond the 90 calendar days, upon reasonable notice to Contractor.
  - B. It is further expressly understood by the Contractor that the Contractor shall not be entitled to any claim of additional compensation as a result of the postponement of the issuance of the Notice to Proceed beyond the 90 calendar days. If the Contractor believes that a postponement will cause a hardship to it, the Contractor may terminate the Contract with written notice to the District within ten (10) days after receipt by the Contractor of the District's notice of postponement. Should the Contractor terminate the Contract as a result of a notice of postponement, the District shall have the authority to award the Contract to the next lowest responsible Bidder, if applicable.
  - C. It is further understood by the Contractor that in the event the Contractor terminates the Contract as a result of postponement by the District, the District shall only be obligated to pay the Contractor for the Work that the Contractor had performed at the time of notification of postponement and which the District had in writing authorized Contractor to perform prior to issuing a Notice to Proceed.

D. Should the Contractor terminate the Contract as a result of a notice of postponement, the District shall have the authority to award the Contract to the next lowest responsive responsible Bidder.

**36. Iran Contracting Act Certification.** Bidders shall submit the Iran Contracting Act Certification with their Bids. Bids submitted without the Iran Contracting Act Certification shall be deemed non-responsive and will not be considered.

**37. Workers' Compensation Insurance.** Pursuant to California Labor Code § 3700, the successful Bidder shall secure Workers' Compensation Insurance for its employees engaged in the Work of the Contract. The successful Bidder shall execute and deliver to the District the form of Workers Compensation Certification included in the Contract Documents concurrently with such Bidder's delivery of the executed Construction Services Agreement to the District.

**38. Prevailing Wages.** Pursuant to sections 1770 et seq. of the California Labor Code, the Contractor and all Subcontractors shall pay all workers on all work performed pursuant to the Contract not less than the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work as determined by the Director of the State of California Department of Industrial Relations (DIR) for the type of work performed and the locality in which the work is to be performed within the boundaries of the District. Copies of the general prevailing rates of per diem wages for each craft, classification, or type of worker needed to execute the Contract, as determined by the DIR are available from the District or on the internet (<http://www.dir.ca.gov>).

**39. Non-Discriminatory Employment Practices.** It is the policy of the District that there be no discrimination against any prospective or active employee engaged in the Work because of race, color, ancestry, national origin, religious creed, sex, age, marital status or other legally protected classification. All Bidders agree to comply with the District's non-discrimination policy and all applicable Federal and California anti-discrimination laws including but not limited to the California Fair Employment & Housing Act beginning with California Government Code §§ 12940 et seq. and California Labor Code § 1735. In addition, all Bidders agree to require like compliance by any Subcontractor employed by them on the Work of the Contract.

**40. Debarment.** Bidder may also be subject to debarment, in addition to seeking remedies for False Claims under Government Code Section 12650 et seq. and Penal Code Section 72, the District may debar a Contractor if the Board, or the Board may designate a hearing officer who, in their discretion, finds the Contractor has done any of the following:

- A. Intentionally or with reckless disregard, violated any term of a contract with the District
- B. Committed an act or omission which reflects on the Contractor's quality, fitness, or capacity to perform work for the District;
- C. Committed an act or offense which indicates a lack of business integrity or business honesty; or,
- D. Made or submitted a false claim against the District or any other public entity (See Government Code Sections 12650, et seq., and Penal Code Section 72)

**41. Compliance with Immigration Reform and Control Act of 1986.** The Bidder is solely and exclusively responsible for employment of individuals for the Work of the Contract in conformity with the Immigration Reform and Control Act of 1986, 8 USC §§1101, et seq. (the "IRCA"); the successful Bidder shall also require that any person or entity employing labor in connection with any of the Work of the Contract shall so similarly comply with the IRCA.

**42. Public Records.** Bid Proposals and other documents responding to the Notice to Bidders become the exclusive property of the District upon submittal to the District. Pursuant to these Instructions for Bidders, all Bid Proposals and other documents submitted in response to the Notice to Bidders become a matter of

public record and shall be thereupon be considered public records, except for information contained in such Bid Proposals deemed to be Trade Secrets (as defined in California Civil Code § 3426.1). A Bidder that indiscriminately marks all or most of its Bid Proposal as exempt from disclosure as a public record, whether by the notations of "Trade Secret," "Confidential," "Proprietary," or other similar notations, may result in, or render, the Bid Proposal non-responsive and rejected. The District is not liable or responsible for the disclosure of such records, including those exempt from disclosure if disclosure is deemed required by law, by an order of Court, or which occurs through inadvertence, mistake or negligence on the part of the District or its officers, employees or agents. At such time as Bid Proposals are deemed a matter of public record, pursuant to the above, any Bidder or other party shall be afforded access for inspection and/or copying of such Bid Proposals, by request made to the District in conformity with the California Access to Public Records Act, California Government Code §§6250, et. seq. If the District is required to defend or otherwise respond to any action or proceeding wherein request is made for the disclosure of the contents of any portion of a Bid Proposal deemed exempt from disclosure hereunder, the Bidder submitting the materials sought by such action or proceeding agrees to defend, indemnify and hold harmless the District in any action or proceeding from and against any liability, including without limitation attorneys' fees arising therefrom. The party submitting materials sought by any other party shall be solely responsible for the cost and defense in any action or proceeding seeking to compel disclosure of such materials; the District's sole involvement in any such action shall be that of a stakeholder, retaining the requested materials until otherwise ordered by a court of competent jurisdiction.

- 43. Criminal Background/Fingerprinting Investigation.** The District will require the Contractor and their Subcontractor to fully comply with the provision if the District determines that the Contractor and their Subcontractors may have contact with Rancho Santiago Community College students or other K-12 pupils in the performance of services under this project. If the Contractor is required to meet the Fingerprinting Requirements, the Contractor must certify in writing to the District that neither the employer nor its employees, who must be fingerprinted, have been convicted of a violent or serious felony as defined in Education Code section 45122.1. The contractor shall also ensure that their sub-consultants on the Project comply with the Fingerprinting Requirements. If required by the District, the Contractor must complete and submit to the District a Fingerprint Certification form, in the District's required format, prior to any of the Consultant's employees, or those of any other consultants, performing work on the Project or coming into contact with a District student or other K-12 pupils. Contractor and their Subcontractor will further acknowledge that other fingerprinting requirements may apply, as set forth in Education Code Section 45125 et seq., and will comply with any such requirements as determined by the District.
- 44. Drug Free Workplace Certificate.** In accordance with California Government Code §§8350 et seq., the Drug Free Workplace Act of 1990, the successful Bidder will be required to execute a Drug Free Workplace Certificate concurrently with execution of the Construction Services Agreement. The successful Bidder will be required to implement and take the affirmative measures outlined in the Drug Free Workplace Certificate and in California Government Code §§8350 et seq. Failure of the successful Bidder to comply with the measures outlined in the Drug Free Workplace Certificate and in California Government Code §§8350 et seq. may result in penalties, including without limitation, the termination of the Construction Services Agreement, the suspension of any payment of the Contract Price otherwise due under the Contract Documents and/or debarment of the successful Bidder.
- 45. Local Hires and Local Business Participation Statement Option Forms.** The Contractor and their Subcontractor shall complete and submit the Local Hires and Local Business Participation Statement Options Form along with their bid. Contractor shall review the instructions for local hires and local business participation statement and must check one of the options applicable to their status.

END OF DOCUMENT

**PRE-BID CLARIFICATION FORM**

*(Email this completed form to FacilitiesBid@rsccd.edu. See Instructions to Bidders.)*

PROJECT NAME:	<b>Fence Replacement at Orange Education Site</b>		
PROJECT NUMBER:	3046.3	BID NUMBER:	1430
<b>EMAIL TO: FacilitiesBid@rsccd.edu</b>			
DATE:			
FROM:		EMAIL:	
SPEC SECTION:		DRAWING NUMBER:	
<b>REQUESTED CLARIFICATION:</b>			
<b>RESPONSE TO CLARIFICATION:</b>			

Attach additional numbered sheets as necessary; however, only one (1) request shall be contained on each submitted form.

END OF DOCUMENT

**PRE-BID SUBSTITUTION REQUEST FORM**

*(Due a minimum of ten (10) calendar days prior to date of bid opening)*

To: [FacilitiesBID@rsccd.edu](mailto:FacilitiesBID@rsccd.edu)

From: \_\_\_\_\_

Contact: \_\_\_\_\_

Email: \_\_\_\_\_

Phone: \_\_\_\_\_

Owner: RSCCD-Orange Education Center      Submittal Date: \_\_\_\_\_

Project: Bid #1430 Fence Replacement at Orange Education Center Site

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

**PROPOSED SUBSTITUTION**

Specification Section, Article, Paragraph: \_\_\_\_\_

Applicable Drawing & Details: \_\_\_\_\_

Proposed Substitution: \_\_\_\_\_

Manufacturer: \_\_\_\_\_

Product/Model: \_\_\_\_\_

**REASON FOR SUBSTITUTION REQUEST**

Pre-Bid Substitution

Specified product is not available. Explain: \_\_\_\_\_

Other: \_\_\_\_\_

**EFFECTS OF PROPOSED SUBSTITUTION**

Does substitution affect dimensions indicated on Drawings?

NO  YES Explain: \_\_\_\_\_

Does substitution affect Work of other Sections?

NO  YES Explain: \_\_\_\_\_

Does substitution require modifications to design, changes to Drawings, or revisions to specifications to be incorporated into the Project?

NO  YES Explain: \_\_\_\_\_

**BIDDER'S REPRESENTATION**

Undersigned accepts responsibility for coordination of proposed substitution and accepts all additional costs resulting from the incorporation of proposed substitution into the Project per the General Conditions and Specification Section 016000. Contractor is required to submit all additional document with this request form in accordance with General Conditions Article 16.

**Subcontractor**

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

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

**Contractor**

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

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

**DISTRICT/ARCHITECT'S REVIEW**

Accepted

Not Accepted

Reviewer: \_\_\_\_\_

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

END OF DOCUMENT

### **CHECKLIST OF MANDATORY BID SUBMITTAL**

*(For Contractor's use and reference only. Additional documents may be required so Bidders should carefully review all Contract Documents)*

- Bid Proposal Form
- Bid Bond-Original *(or Bid Guarantee form if Security is other than Bid Bond)*
- Bid Guarantee Form *(if not using Bid Bond)*
- Non-Collusion Affidavit
- Designated Subcontractors List
- Site Visit Certification
- Iran Contracting Act Certification
- Local Hires and Local Businesses Participation Statement
- Instructions for Local hires and Local Businesses Participation Statement
- Local Hires and Local Businesses Participation Statement Options Form
- Contractor Certification for Local Hires and Local Businesses Participation Statement
- Local Hire and Local Business Good Faith Effort Worksheet
- Local Hire and Local Business Good Faith Effort Worksheets Certification
- Disabled Veterans Business Enterprise (DVBE) Participation Statement

**BID PROPOSAL FORM**

FOR

Bid Number: 1430

**Fence Replacement at Orange Education Center Site**

RSCCD Project Number: #3046.3

Located at

**1465 North Batavia Street  
Orange, CA 92867**

For

Rancho Santiago Community College District

Proper Name of Company:			
Name of Authorized Representative:			
Title:			
Address:			
City, State, and Zip Code:			
Telephone:		Email:	
License(s) #:		Expiration Date:	
License Classification(s)/Certification(s):			
Contractor Department of Industrial Relations Registration No.:			

To: Rancho Santiago Community College District, acting by and through its Board of Trustees, herein called "District".

The undersigned declares that the Contract Documents including, without limitation, the Notice to Bidders, the Instructions to Bidders, and the Supplementary Conditions have been read, and agrees and proposes to furnish all necessary labor, materials, and equipment to perform and furnish all work in accordance with the terms and conditions of the Contract Documents, including, without limitation, the Drawings and Specifications.

Pursuant to and in compliance with your Notice Inviting Bids and other documents relating thereto, the undersigned Bidder, having familiarized himself with the terms of the Contract, the local conditions affecting the performance of the Contract, the cost of the work at the place where the work is to be done, with the Drawings and Specifications, and other Contract Documents, hereby proposes and agrees to perform within the time stipulated, the Contract, including all of its component parts, and everything required to be performed, including its acceptance by the District, and to provide and furnish any and all labor, materials, tools, expendable equipment, and utility and transportation services necessary to perform the Contract and complete all of the Work in a workmanlike manner required in connection with the construction of: **Bid #1430 Fence Replacement at Orange Education Center Site**, ("Project") and will accept in full payment for that Work the following total lump sum amount, all taxes and mark up included:

**THE AWARD OF THE CONTRACT SHALL BE DETERMINED BY THE LOWEST RESPONSIVE BID**

The lowest responsive bid for the Work shall be determined as follows: **Base Bid Amount plus Allowance.**

The Bidder confirms that they have checked all of the below figures and understands that neither the District nor any of its agents, employees or representatives shall be responsible for any errors or omissions on the part of the undersigned Bidder in preparing and submitting this Bid Proposal.

**THE TOTAL OF THE BID PROPOSAL SHALL BE AS FOLLOWS:**

<b>BASE BID AMOUNT (Base Bid + Allowance)</b>		
<b>A.</b>	<b>Base Bid</b> Written: _____ Dollars	<b>Amount</b> \$ _____
<b>B.</b>	<b>Allowance:</b> The allowance shall be used solely by the District to address unforeseen underground conditions as a result of excavation, removal of trees, compaction, and/or new concrete work.  Written: <b>Twelve Thousand Dollars</b>	<b>Amount</b>  <b>\$ 12,000</b>
<b>C.</b>	<b>Total Base Bid Amount (Base Bid + Allowance)</b> Written: _____ Dollars	<b>Amount</b> \$ _____

In the District described above, all in strict conformance with the drawings and other Contract Documents on file at the Facilities Planning, District Construction and Support Services of said District for amounts set forth herein.

1. *Addenda Acknowledgement.* The undersigned Bidder hereby confirms that this Bid Proposal incorporates and is inclusive of all items or other matters contained in Bid Addenda issued by or on behalf of the District (**list all addenda on the blank line below**). Bidder must acknowledge each Addendum in their Bid Proposal by number or their Bid Proposal shall be deemed non-responsive. Acknowledgment and acceptance of the following addenda is hereby:

---

*(List corresponding number of each addendum issued)*

---

*(Initials)*

2. *Documents Accompanying Bid* are identified on the Checklist of Mandatory Bid Submittals. The undersigned Bidder hereby acknowledges that if this Bid Proposal and the foregoing documents are not fully in compliance with applicable requirements set forth in the Notice of Bid, the Instructions for Bidders and in each of the foregoing documents, the Bid Proposal may be rejected as non-responsive.
3. *Contractual Provisions.* The undersigned Bidder hereby acknowledges and agrees to be bound by following provisions and all provisions in the Contract Documents:
  - A. The liquidated damages clause of the General Conditions and Construction Services Agreement.
  - B. The “Changes in the Work” provisions in the General Conditions that limit the permitted charges and mark-ups on change orders and on the amount of home office overhead that the successful Bidder can receive from the District.
  - C. The “Claims” provisions in the General Conditions that delineate the required process to submit and process disputes and claims.
4. *Labor Harmony.* The undersigned hereby certifies that Bidder is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed on the Work.
5. *False Claims Act.* The undersigned Bidder hereby expressly acknowledges that it is aware that if a false claim is knowingly submitted (as the terms “claim” and “knowingly” are defined in the California False Claims Act, Cal. Gov. Code, §12650 et seq.), the District will be entitled to civil remedies set forth in the California False Claim Act. It may also be considered fraud and the Contractor may be subject to criminal prosecution.
6. *Designation of Subcontractors.* In compliance with the Subletting and Subcontracting Fair Practices Act (California Public Contract Code Sections 4100 et seq.) and any amendments thereof, each bidder shall list subcontractors on the District’s form Subcontractor list. This Subcontractor list shall be submitted with the Bid and is a required form.
7. *Notices.* I, the undersigned Bidder, agree to receive service of notices at the email address listed below.

I, the below-indicated Bidder, declare under penalty of perjury that the information provided, and representations made in this bid are true and correct.

Proper Name of Company:			
Name of Bidder Representative:			
Street Address:			
City, State, and Zip:			
Phone Number:		Email Address:	

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Signature of Bidder Representative

***NOTE:*** *If Bidder is a corporation, the legal name of the corporation shall be set forth above together with the signature of authorized officers or agents; if Bidder is a partnership, the true name of the firm shall be set forth above, together with the signature of the partner or partners authorized to sign contracts on behalf of the partnership; and if Bidder is an individual, his signature shall be placed above.*

END OF DOCUMENT

**BID BOND**

*(Original to be submitted with the Bid Proposal)*

KNOW ALL MEN BY THESE PRESENTS that we, \_\_\_\_\_ as  
Surety and \_\_\_\_\_ as  
Principal, are jointly and severally along with their heirs, executors, administrators, successors and assigns,  
held and firmly bound unto **RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT** (“the  
Obligee”) for payment of the penal sum of \_\_\_\_\_ Dollars  
(\$ \_\_\_\_\_) in lawful money of the United States, well and truly to be made, we bind ourselves, our  
heirs, executors, administrators, successors and assigns, jointly and severally.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT:

WHEREAS, the Principal has submitted the accompanying Bid Proposal to the Obligee for the Work commonly  
described as Project, **Bid #1430 Fence Replacement at Orange Education Center Site**.

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

NOW THEREFORE, if the Principal shall not withdraw said Bid Proposal within the period specified therein  
after the opening of the same, or, if no period be specified, for ninety (90) days after opening of Bid Opening  
Date; and if the Principal is awarded the Contract, and shall within the period specified therefore, or if no period  
be specified, within five (5) days after the prescribed forms are presented to him for signature, enter into a written  
contract with the Obligee, in accordance with the Bid Proposal as accepted and give such bond(s) with good and  
sufficient surety or sureties, as may be required, for the faithful performance and proper fulfillment of such  
Contract and for the payment for labor and materials used for the performance of the Contract, or in the event of  
the withdrawal of said Bid Proposal within the period specified for the holding open of the Bid Proposal or the  
failure of the Principal to enter into such Contract and give such bonds within the time specified, if the Principal  
shall pay the Obligee the difference between the amount specified in said Bid Proposal and the amount for which  
the Obligee may procure the required Work and/or supplies, if the latter amount be in excess of the former,  
together with all costs incurred by the Obligee in again solicitation for quotes, then the above obligation shall be  
void and of no effect, otherwise to remain in full force and effect.

Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition  
to the terms of the Contract or in the solicitation for quotes, the Work to be performed there under, the Drawings  
or the Specifications accompanying the same, or any other portion of the Contract Documents shall in no way  
affect its obligations under this Bond, and it does hereby waive notice of any such change, extension of time,  
alteration or addition to the terms of said Contract, in the solicitation of quotes, the Work, the Drawings or the  
Specifications, or any other portion of the Contract Documents.

In the event suit or other proceeding is brought upon this Bond by the Obligee, the Surety and Principal shall be  
jointly and severally liable for payment to the Obligee all costs, expenses and fees incurred by the Obligee in  
connection therewith, including without limitation, attorneys’ fees.

**\*\*\* Signatures on are on the next page. \*\*\***

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

**PRINCIPAL'S SIGNATURE**

Contractor-Principal Name: _____
By: Signature _____
Type or Print Name _____
Title: _____

**SURETY'S SIGNATURE**

Surety's Name: \_\_\_\_\_

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

Type or Print Name of Attorney-in-Fact \_\_\_\_\_

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

**CONTACT INFORMATION FOR NOTICES TO THE SURETY**

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

Mailing to: Street Address \_\_\_\_\_

City, State, Zip Code \_\_\_\_\_

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

**BID GUARANTEE FORM**

*(Use only when not using a Bid Bond)*

Accompanying this proposal is a cashier's check payable to the order of the Rancho Santiago Community College District or a certified check payable to the order of the Rancho Santiago Community College District in an amount equal to ten percent (10%) of the base bid and alternates (\$ \_\_\_\_\_).

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

\_\_\_\_\_  
Company's Name

\_\_\_\_\_  
Authorized Representative Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title

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

END OF DOCUMENT

**NONCOLLUSION DECLARATION**  
**Public Contract Code § 7106**

TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID

The undersigned declares:

I am the \_\_\_\_\_ **[PRINT YOUR TITLE]**

of \_\_\_\_\_ **[PRINT FIRM NAME]**,

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 the following date:

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

Proper Name of Bidder: \_\_\_\_\_

City, State: \_\_\_\_\_

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

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

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

END OF DOCUMENT

**DESIGNATED SUBCONTRACTORS LIST**  
*(To be executed by the Bidder and submit with the Bid)*

1. Bidder must list hereinafter the name and location of each subcontractor that will be employed, and the scope of Work that each will perform if the Contract is awarded to the Bidder. Bidder acknowledges and agrees that under Public Contract Code section 4100, et seq., it must clearly identify the name and location of each subcontractor that will perform work or labor or render service to the Bidder in or about the construction of the Work in an amount in excess of one-half of one percent (1/2 of 1%) of Bidder's total Bid.
2. As to any Work that Bidder fails to list, Bidder agrees to perform that portion itself or be subjected to penalty under applicable law.
3. If alternate bids are called for and Bidder intends to use Subcontractors different from or in addition to those Subcontractors listed for work under the base Bid, Bidder must list Subcontractors that will perform Work in an amount in excess of one half of one percent (1/2 of 1%) of Bidder's total Bid, including alternates.
4. In case more than one subcontractor is named for the same scope of Work, state the portion that each will perform.
5. Bidder need not list entities that are only vendors or suppliers of materials.
6. Bidder must indicate which, if any, of these subcontractors are disabled veteran business enterprises (DVBE) and the estimated percentage of the Work those subcontractor(s) will perform.
7. Bidder must provide the Contactor State License Board number ("CSLB No.") for all listed subcontractors.
8. Bidder must provide the Department of Industrial Relations registration number ("DIR No.") for all listed subcontractors.
9. If further space is required for the list of proposed subcontractors, additional sheets showing the required information, as indicated below, shall be attached hereto and made a part of this document.

I certify and declare under penalty of perjury under the laws of the State of California that the below information is complete, true, and correct.

---

Company's Name

---

Authorized Representative Name

---

Signature

---

Date

---

Title

**DESIGNATED SUBCONTRACTORS LIST (CONTINUED)**

Subcontractor Name:		
Subcontractor Office, Mill or Shop Address (Street, City, Zip Code):		
Subcontractor Trade or Portion of Work:		
Subcontractor Contractor License(s) No./ Classification(s)	Department of Industrial Relations Registration Number (DIR No.)	If DVBE, Percent of Work: _____%
Subcontractor Name:		
Subcontractor Office, Mill or Shop Address (Street, City, Zip Code):		
Subcontractor Trade or Portion of Work:		
Subcontractor Contractor License(s) No./ Classification(s)	Department of Industrial Relations Registration Number (DIR No.)	If DVBE, Percent of Work: _____%
Subcontractor Name:		
Subcontractor Office, Mill or Shop Address (Street, City, Zip Code):		
Subcontractor Trade or Portion of Work:		
Subcontractor Contractor License(s) No./ Classification(s)	Department of Industrial Relations Registration Number (DIR No.)	If DVBE, Percent of Work: _____%
Subcontractor Name:		
Subcontractor Office, Mill or Shop Address (Street, City, Zip Code):		
Subcontractor Trade or Portion of Work:		
Subcontractor Contractor License(s) No./ Classification(s)	Department of Industrial Relations Registration Number (DIR No.)	If DVBE, Percent of Work: _____%
Subcontractor Name:		
Subcontractor Office, Mill or Shop Address (Street, City, Zip Code):		
Subcontractor Trade or Portion of Work:		
Subcontractor Contractor License(s) No./ Classification(s)	Department of Industrial Relations Registration Number (DIR No.)	If DVBE, Percent of Work: _____%
Subcontractor Name:		
Subcontractor Office, Mill or Shop Address (Street, City, Zip Code):		
Subcontractor Trade or Portion of Work:		
Subcontractor Contractor License(s) No./ Classification(s)	Department of Industrial Relations Registration Number (DIR No.)	If DVBE, Percent of Work: _____%
Subcontractor Name:		
Subcontractor Office, Mill or Shop Address (Street, City, Zip Code):		
Subcontractor Trade or Portion of Work:		
Subcontractor Contractor License(s) No./ Classification(s)	Department of Industrial Relations Registration Number (DIR No.)	If DVBE, Percent of Work: _____%

*Attach additional page(s) as required.*

**SITE VISIT CERTIFICATION**

Check whichever option applies:

I certify that I visited the Site of the proposed Work and became fully acquainted with the conditions relating to construction and labor. I fully understand the facilities, difficulties, and restrictions attending the execution of the Work under Contract.

I certify that \_\_\_\_\_(Bidder's representative) visited the Site of the proposed Work and became fully acquainted with the conditions relating to construction and labor. The Bidder's representative fully understood the facilities, difficulties, and restrictions attending the execution of the Work under contract.

Bidder fully relieves and releases the Rancho Santiago Community College District, its Architect, its Engineer, its District Representative and all of their respective officers, agents, employees, and consultants from any liability for any monetary or other damage(s), related to conditions that could have been identified during my visit and/or the Bidder's representative's visit to the Site.

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

\_\_\_\_\_  
Company's Name

\_\_\_\_\_  
Authorized Representative Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title

END OF DOCUMENT

**IRAN CONTRACTING ACT CERTIFICATION**  
(Public Contract Code § 2204)

**Project Name Bid #1430 Fence Replacement at Orange Education Center Site**

Pursuant to Public Contract Code (PCC) section 2204, an Iran Contracting Act certification is required for solicitations of goods or services of one million dollars (\$1,000,000) or more.

Bidder shall complete **ONLY ONE** of the following three paragraphs.

- 1. Bidder's Total Base Bid is less than one million dollars (\$1,000,000).  
**OR**
- 2. Bidder's Total Base Bid is one million dollars (\$1,000,000) or more, but Bidder is **not** on the current list of persons engaged in investment activities in Iran created by the California Department of General Services ("DGS") pursuant to Public Contract Code § 2203(b), and Bidder is not a financial institution extending twenty million dollars (\$20,000,000) or more in credit to another person, for 45 days or more, if that other person will use the credit to provide goods or services in the energy sector in Iran and is identified on the current list of persons engaged in investment activities in Iran created by DGS.  
**OR**
- 3. Bidder's Total Base Bid is one million dollars (\$1,000,000) or more, but the District has given prior written permission to Bidder to submit a proposal pursuant to PCC 2203(c) or (d). **A copy of the written permission from the District is included with Bid.**

I certify that I am duly authorized to legally bind the Bidder to this certification, that the contents of this certification are true, and that this certification is made under the laws of the State of California.

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

Proper Name of Bidder: \_\_\_\_\_

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

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

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

END OF DOCUMENT

## LOCAL HIRES AND LOCAL BUSINESSES PARTICIPATION STATEMENT

Each bidder must complete this form in order to comply with the Rancho Santiago Community College District's Board Policy 6610 regarding opportunities for local hires and local businesses on District capital improvement and construction projects. Please also refer to the District's Administrative Regulations for Board Policy 6610. Failure to complete and submit the required forms noted herein with the bidder's bid shall render the bidder's bid non-responsive.

### Goals & Definitions

The District's Board has established a goal of 50% participation of "Local Hires" and 25% participation of "Local Businesses" for applicable capital improvement and construction contracts awarded each fiscal year. It is the intent of the Board to not only meet these goals, but to exceed them. As used in this form:

**"Local Hire"** means an individual who is "domiciled", as defined in Elections Code section 349(b), in the following zip codes at least seven days prior to commencing work on a Public Project: 92602, 92606, 92610, 92612, 92614, 92618, 92620, 92626, 92627, 92660, 92675, 92676, 92679, 92688, 92701, 92703, 92704, 92705, 92706, 92707, 92708, 92780, 92782, 92802, 92805, 92806, 92807, 92808, 92840, 92843, 92861, 92862, 92865, 92866, 92867, 92868, 92869, 92883, or 92887. Local Hire shall also mean a "veteran" as defined in Military and Veterans Code section 980, who possesses a current and valid DD Form 214 card, and will provide work on District Public Projects. Local Hire shall also mean any current or former student that the District determines is or was enrolled as a student at one of the District's colleges, and will provide work on District Public Projects. The District's determination on whether an individual meets the definition of a "Local Hire" shall be binding and final.

**"Local Business"** means a business serving as a contractor as defined in Business and Professions Code section 7026 or a business supplying construction-related materials that has its principal headquarters or permanently staffed regional office and that has held a business license within the zip codes listed above for Local Hire for a minimum of three months prior to the date the entity submits a bid, contract, or proposal for a Public Project. A Local Business contractor must also be properly registered with the Department of Industrial Relations in accordance with Labor Code section 1725.5. Local Business shall also mean any state or nationally certified minority-owned, women-owned, or disabled veteran business that has performed work for the District or other public agency within the zip codes listed above for Local Hire during the past four years. Certification for a disabled veteran business must be provided to the District. Local Business shall also mean a business that participates in an internship program that is currently approved or recognized by the District. The entity may also apply to obtain District approval of its internship program. The internship program must be approved by the District and must be completed by the end of the specific Public Project or by the next semester immediately after completion of the specific Public Project. Local Business shall also mean any entity that uses apprentices from a District approved apprenticeship program.

## INSTRUCTIONS FOR LOCAL HIRES AND LOCAL BUSINESS PARTICIPATION STATEMENT

### 1. GENERAL INFORMATION:

- A. The percentage for Local Hire participation shall be calculated by taking the ratio of the total number of workers performing work on the Project that are Local Hires as defined above, compared against the total number of all workers performing work on the Project.

$$\frac{\text{(total number of Local Hires)}}{\text{(total number of workers on the Project)}} \times 100 = \text{percentage of Local Hire participation}$$

- B. The percentage for Local Business participation shall be calculated by taking the ratio of the total number of businesses providing any labor, materials or services for the Project authorized by the Contractor or their subcontractors that are Local Businesses as defined above, compared against the total number of all businesses providing any labor, materials or services for the Project authorized by the Contractor or their subcontractors.

$$\frac{\text{(total number of Local Businesses)}}{\text{(total number of businesses on the Project)}} \times 100 = \text{percentage of Local Business participation}$$

### 2. CHOOSING AN OPTION:

- A. Are you a Local Business as defined above on page one and do you intend to perform 95% of the work on the Project with your own employees?  Yes  No

If "Yes", check Option 1 and sign and submit the Local Hires and Local Business Participation Statement Options Form with your bid.

If "No", proceed to Section 2.B below.

- B. Based on the General Information in Section 1.A above, will you be able to meet the goal of 50% participation by Local Hires?  Yes  No

If "Yes", proceed to Section 2.C below.

If "No", proceed to Section 2.D below.

- C. Based on the General Information in Section 1.B above, will you be able to meet the goal of 25% participation by Local Businesses?  Yes  No

If "Yes", check Option 2, carefully review their requirements, and sign and submit the Local Hires and Local Business Participation Statement Options Form with your bid.

If "No", proceed to Section 2.D below.

- D. Check Option 3, carefully review the requirements, complete and submit the Local Hires and Local Business Participation Statement Options Form with your bid.

## LOCAL HIRES AND LOCAL BUSINESSES PARTICIPATION STATEMENT OPTIONS FORM

- OPTION 1.** By checking this option, the Contractor certifies under penalty of perjury under the laws of the State of California that it is a Local Business and that the Contractor (including their subcontractors) certifies that it intends to perform 95% of the work for the Project with their own employees. Upon completion of the Project and as a precondition for final payment, Contractor will confirm Local Hire or Local Business participation on the Project by completing and submitting the Local Hire and Local Business Contractor Close-Out Statement.
- OPTION 2.** The Contractor has secured Local Hire participation for the Project, and that such Local Hire participation represents fifty percent (50%) of the number of all workers who will be performing work on the Project. Upon completion of the Project and as a precondition for final payment, Contractor will verify and report to the District the actual Local Hire participation on the Project by completing and submitting the Local Hire and Local Business Contractor Close-Out Statement.

The Contractor has also secured Local Business participation for the Project, and that such Local Business participation represents twenty-five percent (25%) of the total number of all businesses providing any labor, materials or services for the Project authorized by the Contractor or their subcontractors. Upon completion of the Project and as a precondition for final payment, Contractor will verify and report to the District the actual Local Business participation on the Project by completing and submitting the Local Hire and Local Business Contractor Close-Out Statement.

The Contractor further agrees that on at least a monthly basis, it will review all of their own certified payroll records, as well as the certified payroll of all subcontractors on the Project to date and prepare a written analysis and evaluation of the number of total workers on the Project and the number of Local Hires on the Project to date. The Contractor shall also perform a similar analysis and evaluation of the ratio of Local Businesses for the Project. These ratios shall be updated on at least a monthly basis and submitted with the Contractor's Payment Application. Failure to provide this analysis may result in the District delaying payment to the Contractor.

- OPTION 3.** The Contractor was unable, after reasonable good faith efforts, to secure 50% Local Hire and 25% Local Business participation for the Project. Contractor shall demonstrate their good faith efforts by completing the Local Hire and Local Business Good Faith Effort Worksheets at the time the Contractor is preparing their bid. After the District issues a Notice of Award letter to the Contractor for the Project, the Contractor shall have 24 hours to provide the Local Hire and Local Business Good Faith Effort Worksheets with a minimal of three Local Hires and three Local Businesses. Failure to document a minimum of three Local Hires and three Local Businesses in the Good Faith Effort Worksheets, or failure to provide the Good Faith Effort Worksheets in a timely manner will render the Contractor's bid non-responsive and the District may award the contract for the Project to the next lowest, responsive, responsible bidder. The District may require the Contractor to provide additional documents or information and Contractor agrees to comply with any requests made by the District.

The Contractor agrees it will use Local Hires and Local Businesses if the opportunity arises at any time during construction of the Project. Upon completion of the Project and as a precondition for final payment, the Contractor will verify and report to the District the actual Local Hire participation on the Project by completing and submitting the Local Hire and Local Business Contractor Close-Out Statement attached hereto as Local Hire and Local Business Contractor Close-out Certification.

**CONTRACTOR CERTIFICATION FOR LOCAL HIRES AND LOCAL BUSINESSES  
PARTICIPATION STATEMENT**

The Contractor certifies under penalty of perjury under the laws of the State of California that it has made reasonable efforts to secure participation by Local Hires and Local Businesses for the Project, including participation by Subcontractors and/or material suppliers. Contractor has reviewed the Instructions for local hires and local businesses, and has *checked one of the Options* on the Local Hires and Local Business Participation Statement Options Form.

---

Company's Name

---

Authorized Representative Name

---

Signature

---

Date

---

Title

END OF DOCUMENT

## LOCAL HIRE AND LOCAL BUSINESS GOOD FAITH EFFORT WORKSHEETS

**To be submitted when Option 3 is selected.**

(Copy and use additional sheets if necessary.)

Contractor must provide information for a minimum of (3) three Local Hires and (3) three Local Businesses in the forms set forth below. Contractors are encouraged to contact as many Local Hires and Local Businesses as possible.

### LOCAL HIRES

1	Category of Work:	<i>If applicable, please check the Local Hire by:</i> <input type="checkbox"/> Is a Local Resident in the identified zip codes <input type="checkbox"/> Is a Veteran <input type="checkbox"/> Is a Student Apprentice of District College <input type="checkbox"/> Is a Student Intern of the District College			
	Person's Name:				
	Address:	Date Contacted:		Selected:	<input type="checkbox"/> Yes or <input type="checkbox"/> No
	Phone Number:	If "NO", Reason Not Selected:			
2	Category of Work	<i>If applicable, please check the Local Hire by:</i> <input type="checkbox"/> Is a Local Resident in the identified zip codes <input type="checkbox"/> Is a Veteran <input type="checkbox"/> Is a Student Apprentice of District College <input type="checkbox"/> Is a Student Intern of the District College			
	Person's Name				
	Address	Date Contacted:		Selected:	<input type="checkbox"/> Yes or <input type="checkbox"/> No
	Phone Number	If "NO", Reason Not Selected:			
3	Category of Work	<i>If applicable, please check the Local Hire by:</i> <input type="checkbox"/> Is a Local Resident in the identified zip codes <input type="checkbox"/> Is a Veteran <input type="checkbox"/> Is a Student Apprentice of District College <input type="checkbox"/> Is a Student Intern of the District College			
	Person's Name				
	Address	Date Contacted:		Selected:	<input type="checkbox"/> Yes or <input type="checkbox"/> No
	Phone Number	If "NO", Reason Not Selected:			
4	Category of Work	<i>If applicable, please check the Local Hire by:</i> <input type="checkbox"/> Is a Local Resident in the identified zip codes <input type="checkbox"/> Is a Veteran <input type="checkbox"/> Is a Student Apprentice of District College <input type="checkbox"/> Is a Student Intern of the District College			
	Person's Name				
	Address	Date Contacted:		Selected:	<input type="checkbox"/> Yes or <input type="checkbox"/> No
	Phone Number	If "NO", Reason Not Selected:			
5	Category of Work	<i>If applicable, please check the Local Hire by:</i> <input type="checkbox"/> Is a Local Resident in the identified zip codes <input type="checkbox"/> Is a Veteran <input type="checkbox"/> Is a Student Apprentice of District College <input type="checkbox"/> Is a Student Intern of the District College			
	Person's Name				
	Address	Date Contacted:		Selected:	<input type="checkbox"/> Yes or <input type="checkbox"/> No
	Phone Number	If "NO", Reason Not Selected:			

## LOCAL BUSINESSES

1	Category of Work	<b>Check the box below if applicable:</b> <input type="checkbox"/> Is a Local Business in the identified zip codes <input type="checkbox"/> Is a certified MBE <input type="checkbox"/> Is a certified WBE <input type="checkbox"/> Is a certified DVBE <input type="checkbox"/> Is a Veteran Owned Business <input type="checkbox"/> Participates in the District's approved internship programs <input type="checkbox"/> Utilizes in the District's approved apprenticeship programs	
	Business Name		
	Address	Date Contact by the District	Selected: Yes or No (circle one)
	Reason Not Selected:		

2	Category of Work	<b>Check the box below if applicable:</b> <input type="checkbox"/> Is a Local Business in the identified zip codes <input type="checkbox"/> Is a certified MBE <input type="checkbox"/> Is a certified WBE <input type="checkbox"/> Is a certified DVBE <input type="checkbox"/> Is a Veteran Owned Business <input type="checkbox"/> Participates in the District's approved internship programs <input type="checkbox"/> Utilizes in the District's approved apprenticeship programs	
	Business Name		
	Address	Date Contact by the District	Selected: Yes or No (circle one)
	Reason Not Selected:		

3	Category of Work	<b>Check the box below if applicable:</b> <input type="checkbox"/> Is a Local Business in the identified zip codes <input type="checkbox"/> Is a certified MBE <input type="checkbox"/> Is a certified WBE <input type="checkbox"/> Is a certified DVBE <input type="checkbox"/> Is a Veteran Owned Business <input type="checkbox"/> Participates in the District's approved internship programs <input type="checkbox"/> Utilizes in the District's approved apprenticeship programs	
	Business Name		
	Address	Date Contact by the District	Selected: Yes or No (circle one)
	Reason Not Selected:		

4	Category of Work	<b>Check the box below if applicable:</b> <input type="checkbox"/> Is a Local Business in the identified zip codes <input type="checkbox"/> Is a certified MBE <input type="checkbox"/> Is a certified WBE <input type="checkbox"/> Is a certified DVBE <input type="checkbox"/> Is a Veteran Owned Business <input type="checkbox"/> Participates in the District's approved internship programs <input type="checkbox"/> Utilizes in the District's approved apprenticeship programs	
	Business Name		
	Address	Date Contact by the District	Selected: Yes or No (circle one)
	Reason Not Selected:		

5	Category of Work	<b>Check the box below if applicable:</b> <input type="checkbox"/> Is a Local Business in the identified zip codes <input type="checkbox"/> Is a certified MBE <input type="checkbox"/> Is a certified WBE <input type="checkbox"/> Is a certified DVBE <input type="checkbox"/> Is a Veteran Owned Business <input type="checkbox"/> Participates in the District's approved internship programs <input type="checkbox"/> Utilizes in the District's approved apprenticeship programs	
	Business Name		
	Address	Date Contact by the District	Selected: Yes or No (circle one)
	Reason Not Selected:		

**LOCAL HIRE AND LOCAL BUSINESS GOOD FAITH EFFORT WORKSHEETS CERTIFICATION**

I, \_\_\_\_\_ [name], certify under penalty of perjury under the laws of the State of California, that I am the Contractor's \_\_\_\_\_ [position] and that I have made a diligent effort to ascertain the facts with regard to the representations made herein. In making this certification, I am aware of Section 12650 et seq. of the Government Code providing for the imposition of treble damages for making false claims. The District may require the Contractor to provide additional documents or information and Contractor agrees to comply with any requests made by the District.

\_\_\_\_\_  
Company's Name

\_\_\_\_\_  
Authorized Representative Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title

END OF DOCUMENT

**DISABLED VETERAN BUSINESS ENTERPRISE (DVBE) PARTICIPATION STATEMENT**

Each Bidder must complete this form in order to comply with the District’s policy for participation of disabled veteran business enterprises.

The undersigned, on behalf of the Contractor named below, certifies that the Contractor has made reasonable efforts to secure participation by DVBE in the Contract to be awarded **for Bid #1430 Fence Replacement at the Orange Education Center Site**, including participation by DVBE Subcontractors and/or material suppliers. **Check only one of the following:**

The Contractor was unable after reasonable efforts to secure DVBE participation in the Contract for the above-referenced Project. However, the Contractor will use DVBE services if the opportunity arises at any time during construction of the Project. Upon completion of the Project, the Contractor will report to the District the total dollar amount of DVBE participation in any Contract awarded to Contractor, and in any change orders, for the above-referenced Project.

The Contractor has secured DVBE participation in the Contract for the above referenced Project, and anticipates that such DVBE participation will equal approximately \_\_\_\_\_ dollars (\$\_\_\_\_\_), which represents approximately \_\_\_\_\_ percent ( \_\_\_%) of the total Contract for such Project. Upon completion of the Project, Contractor will report to the District the actual total dollar amount of DVBE participation in the Contract awarded to Contractor, and in any change orders, for such Project.

\_\_\_\_\_  
Company’s Name

\_\_\_\_\_  
Authorized Representative Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title

END OF DOCUMENT

**CHECKLIST FOR BID DOCUMENTS UPON RECEIPT OF INTENT TO AWARD**  
*(For Contractor's use and reference only)*

- Construction Service Agreement Form *(2 Originals)*
- Performance Bond *(2 Originals)*
- Labor & Materials Payment Bond *(2 Originals)*
- Verification of Certified Payroll Record Certification
- Insurance Documents and Endorsements Forms (and include insurance certificates and endorsements)
- Workers' Compensation Certification
- Drug-Free Workplace Certification
- Contractor's Certificate Regarding Alcoholic Beverage and Tobacco-Free Campus Policy
- Criminal Background Investigation/Fingerprinting Certification
- Copy of Contractor's W-9
- Escrow Bid Documentation (**REQUIRED** per General Conditions, Part 2, Section 1.1-1.5)

END OF DOCUMENT

## ESCROW AGREEMENT FOR SECURITY DEPOSITS IN LIEU OF RETENTION

(Public Contract Code § 22300)

This Escrow Agreement (Escrow Agreement) is made and entered into this \_\_\_ day of \_\_\_\_\_, 20\_\_\_, by and between the following:

Rancho Santiago Community College District (District or Owner), whose address is 2323 North Broadway, Santa Ana, California, 92706 and \_\_\_\_\_ (Contractor), whose address is \_\_\_\_\_, and \_\_\_\_\_ (Escrow Agent), a state or federally chartered bank in California, whose address is \_\_\_\_\_.

For the consideration hereinafter set forth, District, Contractor, and Escrow Agent agree as follows:

1. Pursuant to Section 22300 of the Public Contract Code of the State of California, Contractor has the option deposit securities with Escrow Agent as a substitute for retention earnings required to be withheld by the District pursuant to the Construction Contract entered into between the District and the Contractor for the Project \_\_\_\_\_ in the amount of \_\_\_\_\_ (\$ \_\_\_\_\_) dated, \_\_\_\_\_, 20\_\_\_, (Contract). Alternatively, on written request of Contractor, the District shall make payments of the retention earnings directly to the Escrow Agent. When Contractor deposits the securities as a substitute for Contract earnings, the Escrow Agent shall notify District within ten (10) calendar days of the deposit. The market value of the securities at the time of the substitution shall be at least equal to the cash amount then required to be withheld as retention pursuant to the terms of the Contract between District and Contractor. Securities shall be held in name of Ranch Santiago Community College District, and shall designate Contractor as beneficial owner.
2. The District shall make progress payments to Contractor for those funds which otherwise would be withheld from progress payments pursuant to Contract provisions, provided that Escrow Agent holds securities in the form and amount specified above.
3. When the District makes payment of retention earned directly to Escrow Agent, Escrow Agent shall hold them for the benefit of Contractor until the time that the escrow created under this Escrow Agreement is terminated. Contractor may direct the investment of the payments into securities. All terms and conditions of this Escrow Agreement and the rights and responsibilities of the Parties shall be equally applicable and binding when the District pays the Escrow Agent directly.
4. Contractor shall be responsible for paying all fees for the expenses incurred by Escrow Agent in administering the Escrow Account and all expenses of the District. The District will charge Contractor \$ \_\_\_\_\_ for each of the District's deposits to the escrow account. These expenses and payment terms shall be determined by the District, Contractor, and Escrow Agent.
5. Interest earned on securities or money market accounts held in escrow and all interest earned on that interest shall be for sole account of Contractor and shall be subject to withdrawal by Contractor at any time and from time to time without notice to the District.
6. Contractor shall have the right to withdraw all or any part of the principal in the Escrow Account only by written notice to Escrow Agent accompanied by written authorization from the District to the Escrow Agent that District consents to withdrawal of the amount sought to be withdrawn by the Contractor.
7. The District shall have the right to draw upon the securities in event of default by Contractor as determined solely by the District. Upon seven (7) days written notice to Escrow Agent from the District of the default under the applicable Articles in the Procurement and Contracting Provisions, the Escrow Agent shall immediately convert the securities to cash and shall distribute the cash as instructed by the District.

8. Upon receipt of written notification from the District certifying that the Contract is final and complete, and that Contractor has complied with all requirements and procedures applicable to the Contract, Escrow Agent shall release to Contractor all securities and interest on deposit less escrow fees and charges of the Escrow Account. The escrow shall be closed immediately upon disbursement of all monies and securities on deposit and payments of fees and charges.
9. Escrow Agent shall rely on written notifications from the District and the Contractor pursuant to Paragraphs 5 through 8, inclusive, of this Escrow Agreement and the District and the Contractor shall hold Escrow Agent harmless from Escrow Agent's release and disbursement of securities and interest as set forth above.
10. Names of persons who are authorized to give written notice or to receive written notice on behalf of the District and on behalf of the Contractor in connection with the foregoing, and exemplars of their respective signatures are as follows:

ON BEHALF OF THE CONTRACTOR:

ON BEHALF OF THE DISTRICT:

\_\_\_\_\_

Vice Chancellor, Business Services

*Title*

\_\_\_\_\_

*Title*

\_\_\_\_\_

Iris I. Ingram

*Name*

\_\_\_\_\_

*Name*

\_\_\_\_\_

\_\_\_\_\_

*Signature*

*Signature*

\_\_\_\_\_

\_\_\_\_\_

*Date*

*Date*

\_\_\_\_\_

2323 N. Broadway, Santa Ana, CA 92706

*Address*

\_\_\_\_\_

*Address*

ON BEHALF OF THE ESCROW AGENT:

\_\_\_\_\_

*Title*

\_\_\_\_\_

*Name*

\_\_\_\_\_

*Signature*

\_\_\_\_\_

*Date*

\_\_\_\_\_

*Address*

At the time the Escrow Account is opened, the District and the Contractor shall deliver to Escrow Agent a fully executed counterpart of this Escrow Agreement.

IN WITNESS WHEREOF, the parties have executed this Escrow Agreement by their proper officers on the date first set forth above.

CONTRACTOR:

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT:

\_\_\_\_\_  
*Title*

Vice Chancellor, Business Services

\_\_\_\_\_  
*Title*

\_\_\_\_\_  
*Name*

Iris I. Ingram

\_\_\_\_\_  
*Name*

\_\_\_\_\_  
*Signature*

\_\_\_\_\_  
*Signature*

END OF DOCUMENT

## CONSTRUCTION SERVICES AGREEMENT FORM

THIS AGREEMENT, entered into this \_\_\_ day of \_\_\_\_\_, 20\_\_ in the County of Orange of the State of California, by and between the Rancho Santiago Community College District, hereinafter called the "District", and \_\_\_\_\_, hereinafter called the "Contractor".

WITNESSETH that the District and the Contractor for the consideration stated herein agree as follows:

**ARTICLE 1-SCOPE OF WORK:** The Contractor shall furnish all labor, materials, equipment, tools, and utility and transportation services and perform and complete all work required in connection with **Bid #1430 Fence Replacement at Orange Education Center Site** hereinafter referred to as "Project".

**ARTICLE 2-TIME OF COMPLETION:** The District may give notice to proceed within ninety (90) days of the award of the Bid by the District. The Contract Time shall be reached within **sixty-five (65) calendar days**. It is expressly understood that time is of the essence.

**ARTICLE 3-LIQUIDATED DAMAGES:** It is agreed that the Contractor will pay the District Liquidated Damages as set forth in the General Conditions and the Supplementary Conditions.

**ARTICLE 4-CONTRACT PRICE:** The District shall pay to the Contractor as full consideration for the faithful performance of the Contract, subject to any additions, deductions, or allowances as provided in the Contract Documents, the sum of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_), said sum being the total amount stipulated in the Bid Contractor submitted. Payment shall be made as set forth in the General Conditions.

**ARTICLE 5-PROVISIONS REQUIRED BY LAW:** Each and every provision of law and clause required to be inserted in this Contract shall be deemed to be inserted herein, and this Contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted or is not inserted correctly, then upon application of either party the Contract shall forthwith be physically amended to make such insertion or correction.

**ARTICLE 6-COMPONENT PARTS OF THE CONTRACT:** The Contract entered into by this Agreement consists of the following Contract Documents, all of which are component parts of the Contract as if herein set out in full or attached hereto:

1. Notice Inviting Bids and Instructions to Bidders
2. Bid Form
3. Bid Bond or Bid Guarantee Form
4. Non-Collusion Affidavit
5. Designated Subcontractors List
6. Site Visit Certification
7. Iran Contracting Act Certification
8. Local Hires and Local Businesses Participation Statement and Certification
9. Local Hire and Local Business Good Faith Effort Worksheets and Certification (if applicable)
10. Disabled Veterans Business Enterprise (DVBE) Participation Statement
11. Notice of Intent to Award

12. Construction Services Agreement Form
13. Performance Bond
14. Labor and Materials Payment Bond
15. Submittal of Certified Payroll Records to Labor Commissioner
16. Insurance Documents & Endorsements Form
17. Workers' Compensation Certification
18. Drug-Free Workplace Certification
19. Contractor's Certificate Regarding Alcoholic Beverage & Tobacco-Free Campus Policy
20. Criminal Background Investigation/Fingerprinting Certification
21. W-9
22. General Conditions
23. Escrow of Bid Documentation (*per General Conditions, Part 2*)
24. Supplementary Conditions
25. Notice to Proceed (issued by the District)
26. Attachment A- Scope of work
27. Attachment B- Specifications
28. Attachment C- Drawings/Plans
29. Addenda as issued

**ARTICLE 9-RECORD AUDIT:** In accordance with Government Code Section 8546.7 (and Davis Bacon, if applicable) and Article 21 of the General Conditions, records of both the District and the Contractor shall be subject to examination and audit for a period of five (5) years after a Final Retention Payment or the Recording of a Notice of Completion, whichever occurs first.

**ARTICLE 10-CONTRACTOR'S LICENSE:** The Contractor must possess throughout the Project a current and valid Class **B-General Building** Contractor's License, issued by the State of California.

**ARTICLE 11-EXECUTION OF AGREEMENT:** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same agreement. Any such counterpart containing an electronic, digital or facsimile signature shall be deemed an original. Execution of this agreement, signifies the parties mutual consent to conduct transactions electronically. Pursuant to the California Uniform Electronic Transactions Act ("UETA") (Cal. Civ. Code § 1633.1 et seq.) and California Government Code 16.5, the District reserves the right to conduct business electronically, unless otherwise communicated by the District to stop such electronic transactions, including without limitation to the use of electronic or digital signatures.

*Signatures on the following page*

**IN WITNESS WHEREOF**, this Agreement has been duly executed by the above-named parties, on the day and year first above written.

CONTRACTOR

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

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

Print Name: Iris I. Ingram

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

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

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

Title: Vice Chancellor, Business Services

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

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

Contractor's DIR Registration # \_\_\_\_\_

DIR Project ID # \_\_\_\_\_

**(CORPORATE SEAL)**

END OF DOCUMENT

## PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS that we, \_\_\_\_\_ as Surety and \_\_\_\_\_ as Principal, are jointly and severally along with their heirs, executors, administrators, successors and assigns, held and firmly bound unto RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT (“the Obligee”) for payment of the penal sum of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_) in lawful money of the United States, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally.

### THE CONDITION OF THIS OBLIGATION IS SUCH THAT:

WHEREAS, the Obligee has awarded to the Principal a Contract for the Work described as project, **Bid #1430 Fence Replacement at Orange Education Center Site.**

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

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

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

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

In the event of the Obligee’s termination of the Contract due to the Principal’s breach or default of the Principal’s obligations thereunder, within twenty (20) days after written notice from the Obligee to the Surety of the Principal’s breach or default of the Contract Documents and Obligee’s termination of the Contract, the Surety shall notify Obligee in writing of Surety’s assumption of obligations hereunder by its election to either remedy the default or breach of the Principal or to take charge of the Work of the Contract Documents and complete the Work at its own expense (“the Notice of Election”); provided, however, that the procedure by which the Surety undertakes to discharge its obligations under this Bond shall be subject to the advance written approval of the Obligee, which approval shall not be unreasonably withheld, limited or restricted.

The insolvency of the Principal or the Principal’s denial of a failure of performance or default under the Contract Documents shall not by itself, without the Surety’s prompt, diligent inquiry and investigation of such denial, be justification for Surety’s failure to give the Notice of Election or for its failure to promptly remedy the failure of performance or default of the Principal or to complete the Work.

In the event the Surety fails to issue its Notice of Election to Obligee within the time provided for hereinabove, the Obligee may thereafter cause the cure or remedy of the Principal’s failure of performance or default or to complete the Work. The Principal and the Surety shall be jointly and severally liable to the Obligee for all damages and costs sustained by the Obligee as a result of the Principal’s failure of performance under the Contract Documents or default in its performance of obligations thereunder, including without limitation the costs of cure or completion of the Work exceeding the then remaining balance of the Contract Price; provided that the Surety’s liability hereunder for the costs of performance, damages

and other costs sustained by the Obligee upon the Principal's failure of performance or default under the Contract Documents shall be limited to the penal sum hereof, which shall be deemed to include the costs or value of any Changes to the Work which increases the Contract Price.

In the event suit or other proceeding is brought upon this Bond by the Obligee, the Surety and Principal shall be jointly and severally liable for payment to the Obligee of all costs, expenses and fees incurred by the Obligee therewith, including without limitation, attorneys' fees.

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

<b>PRINCIPAL'S SIGNATURE</b>	
Contractor-Principal Name:	_____
By:	_____
	Signature (above)
Type or Print Name:	_____
Title:	_____
<i>Note: Attach the Notary Public Acknowledgement of Principal's Signature</i>	

<b>SURETY'S SIGNATURE</b>	
Surety's Name:	_____
(Corporate Seal) By:	_____
	Signature of Attorney-In-Fact for Surety (above)
Type or Print Name of Attorney-in-Fact:	_____
<i>Note: (i) Attorney-In-Fact Certification; (ii) Notary Public Acknowledgment of Authorizing Signature on Attorney-Fact Certification; and (iii) Notary Public Acknowledgement of Attorney-In-Fact's Signature</i>	

<b>CONTACT INFORMATION FOR NOTICES TO THE SURETY</b>	
Contact Name:	_____
Mailing Address:	Street Address
	_____
	City, State, Zip Code
	_____
Email Address:	_____

**LABOR AND MATERIALS PAYMENT BOND**

KNOW ALL MEN BY THESE PRESENTS that we, \_\_\_\_\_  
as Surety and \_\_\_\_\_ as Principal, are  
jointly and severally along with their heirs, executors, administrators, successors and assigns, held and firmly bound unto  
RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT (“the Oblige”) for payment of the penal sum of  
\_\_\_\_\_ Dollars (\$ \_\_\_\_\_)  
in lawful money of the United States, well and truly to be made, we bind ourselves, our heirs, executors, administrators,  
successors and assigns, jointly and severally.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT:

WHEREAS, the Oblige has awarded to the Principal a Contract for the Work described as project **Bid #1430 Fence Replacement at Orange Education Center Site.**

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

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

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

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

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

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

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

**\*\*\* Signatures are on the next page\*\*\***

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

<b>PRINCIPAL'S SIGNATURE</b>	
Contractor-Principal Name:	_____
By:	_____
	Signature (above)
Type or Print Name:	_____
Title:	_____
<b>Note: Attach the Notary Public Acknowledgement of Principal's Signature</b>	

<b>SURETY'S SIGNATURE</b>	
Surety's Name:	_____
<b>(Corporate Seal)</b> By:	_____
	Signature of Attorney-In-Fact for Surety (above)
Type or Print Name of Attorney-in-Fact:	_____
<b>Note: (i) Attorney-In-Fact Certification; (ii) Notary Public Acknowledgment of Authorizing Signature on Attorney-Fact Certification; and (iii) Notary Public Acknowledgement of Attorney-In-Fact's Signature</b>	

<b>CONTACT INFORMATION FOR NOTICES TO THE SURETY</b>	
Contact Name:	_____
Mailing Address:	Street Address
	_____
	City, State, Zip Code
	_____
Email Address:	_____

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

I am, \_\_\_\_\_ (Print or Type Name) for \_\_\_\_\_ (Contractor Name) for the project.

The person who will be submitting the certified payroll to the Department of Industrial Relation is \_\_\_\_\_ (Print or Type Name), and the email address is, \_\_\_\_\_ and phone number is \_\_\_\_\_.

1. The Contractor will submit Certified Payroll Records (“CPR”) to the Labor Commissioner for all employees of the Contractor engaged in performance of Work subject to prevailing wage rate requirements for the period of time covered by the Pay Application.
2. All Subcontractors who are entitled to any portion of payment to be disbursed pursuant to the Pay Application will submit their CPRs to the Labor Commissioner for all of their employees performing Work subject to prevailing wage rate requirements for the period of time covered by the Pay Application.
3. I shall review the Contractor’s CPRs to be submitted to the Labor Commissioner will be as complete and accurate for the period of time covered by the Pay Application.
4. I shall review the Subcontractors’ CPRs to be submitted to the Labor Commissioner will be as complete and accurate for the period of time covered by the Pay Application.

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Address

\_\_\_\_\_  
City, County and State

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

(        )  
\_\_\_\_\_  
Area Code and Telephone Number

## INSURANCE DOCUMENTS & ENDORSEMENTS

The following insurance endorsements and documents must be provided to the Rancho Santiago Community College District **within five (5) calendar days after receipt of notification of award**. If the apparent low bidder fails to provide the documents required below, the District may award the Contract to the next lowest responsible and responsive bidder or release all bidders, and the bidder's bid security will be forfeited. All insurance provided by the bidder shall fully comply with the requirements set forth in the General Conditions.

1. General Liability Insurance: Certificate of Insurance with all specific insurance coverages set forth in the General Conditions, proper Project description, designation of the District as the Certificate Holder, a statement that the insurance provided is primary to any insurance obtained by the District and minimum of 30 days' cancellation notice. Bidder shall also provide required additional insured endorsement(s) designating all parties required in the General Conditions. The additional insured endorsement shall be an ISO CG 20 10 (04/13), or an ISO CG 20 38 (04/13), or their equivalent as determined by the District in its sole discretion.

Incidents and claims are to be reported to the insurer at:

Name	
Title	Department
Company	
Street Address	
City, State, Zip Code	
Telephone Number	

2. Workers' Compensation/ Employer's Liability Insurance: Certificate of Workers' Compensation Insurance meeting the coverages and requirements set forth in the General Conditions, minimum of 30 days' cancellation notice, proper Project description, waiver of subrogation and any applicable endorsements.

Incidents and claims are to be reported to the insurer at:

Name	
Title	Department
Company	
Street Address	
City, State, Zip Code	
Telephone Number	

3. Automobile Liability Insurance: Certificate of Automobile Insurance meeting the coverages and requirements set forth in the General Conditions, minimum 30 days' cancellation notice, any applicable endorsements and a statement that the insurance provided is primary to any insurance obtained by the District.

Incidents and claims are to be reported to the insurer at:

Name \_\_\_\_\_

---

Title \_\_\_\_\_ Department \_\_\_\_\_

---

Company \_\_\_\_\_

---

Street Address \_\_\_\_\_

---

City, State, Zip Code \_\_\_\_\_

---

Telephone Number \_\_\_\_\_

---

4. Builders' Risk/"All Risk" Insurance: Certificate of Builders' Risk/"All Risk" Insurance meeting the coverages and requirements set forth in the General Conditions, designation of the District as the Certificate Holder, and the District and Architect as additional named insureds.

Incidents and claims are to be reported to the insurer at:

Name \_\_\_\_\_

---

Title \_\_\_\_\_ Department \_\_\_\_\_

---

Company \_\_\_\_\_

---

Street Address \_\_\_\_\_

---

City, State, Zip Code \_\_\_\_\_

---

Telephone Number \_\_\_\_\_

---

\_\_\_\_\_  
Company's Name

\_\_\_\_\_  
Authorized Representative Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title

END OF DOCUMENT

## WORKERS' COMPENSATION CERTIFICATION

Labor Code section 3700 in relevant part provides:

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

1. By being insured against liability to pay compensation by one or more insurers duly authorized to write compensation insurance in this state.
2. By securing from the Director of Industrial Relations a certificate of consent to self-insure, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to its employees.
3. 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 section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the Work of the Contract.

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 submitted with the Trade Contractor's bid.

---

Company's Name

---

Authorized Representative Name

---

Signature

---

Date

---

Title

END OF DOCUMENT

**DRUG-FREE WORKPLACE CERTIFICATION**

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

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

\_\_\_\_\_  
Company’s Name

\_\_\_\_\_  
Authorized Representative Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title

**CONTRACTOR’S CERTIFICATE REGARDING ALCOHOLIC BEVERAGE AND TOBACCO-FREE CAMPUS POLICY**

The Contractor agrees that it will abide by and implement the District’s Alcoholic Beverage and Tobacco-Free Campus Policy, which prohibits the use of alcoholic beverages and tobacco products, of any kind and at any time, on District-owned or leased buildings, on District property and in District vehicles. The Contractor shall procure signs stating “Alcoholic Beverage and Tobacco Use is Prohibited” and shall ensure that these signs are prominently displayed in all entrances to college property at all times.

\_\_\_\_\_  
Company’s Name

\_\_\_\_\_  
Authorized Representative Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title

END OF DOCUMENT

## CRIMINAL BACKGROUND INVESTIGATION / FINGERPRINTING CERTIFICATION

Project, **Bid #1430 Fence Replacement at Orange Education Center Site** between Rancho Santiago Community College District (the District or the Owner) and \_\_\_\_\_ (Contractor) (the Contract or the Project). This Project may involve work around or in the vicinity of minor students, pupils, or children (Minor Pupils), and therefore Contractor is required to submit this form to the District in compliance with Education Code section 45125.1 and other applicable law.

The undersigned does hereby certify to the Board of Trustees of the District that: (1) He/she is a representative of the Contractor, (2) He/she is familiar with the facts herein certified, (3) He/she is authorized and qualified to execute this certificate on behalf of the Contractor; and (4) That the information in this Criminal Background Investigation / Fingerprinting Certification is true and correct.

1. Education Code. The Contractor has taken at least one of the following actions with respect to the Project (check all that apply):

The Contractor has complied with the fingerprinting requirements of Education Code section 45125.1 with respect to all Contractor's employees and all of their subcontractors' employees who may have contact with District pupils in the course of providing services pursuant to the Contract, and the California Department of Justice (DOJ) has determined (per the DOJ process for Applicant Agencies described more fully on their website, located at: <http://oag.ca.gov/fingerprints/agencies>) that none of those employees have been convicted of a felony, as that term is defined in Education Code section 45122.1. A complete and accurate list of the Contractor's employees and of all of their Subcontractors' employees who may come in contact with District pupils during the course and scope of the Contract is attached hereto; and/or

Pursuant to Education Code section 45125.2, the Contractor has installed or will install, prior to commencement of work, a physical barrier at the Project site, that will limit contact between the Contractor's employees and the District pupils at all times; and/or

Pursuant to Education Code section 45125.2, the Contractor certifies that all employees will be under the continual supervision of, and monitored by, an employee of the Contractor who the California Department of Justice has ascertained has not been convicted of a violent or serious felony. The name and title of the employee who will be supervising Contractor's employees and their subcontractors' employees is:

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

The Work on the Contract is at an unoccupied school site and no employee and/or Subcontractor or supplier of any tier of Contract shall come in contact with District pupils.

2. Megan's Law (Sex Offenders). I have verified and will continue to verify that the employees of the Contractor that will be on the Project site and the employees of the Subcontractor(s) that will be on the Project site are not listed on California's "Megan's Law" Website (<http://www.meganslaw.ca.gov/>).

The Contractor's responsibility for background clearance extends to all of their employees, Subcontractors, and employees of Subcontractors coming into contact with District pupils regardless of whether they are designated as employees or acting as independent contractors of the Contractor.

\_\_\_\_\_  
Company's Name

\_\_\_\_\_  
Authorized Representative Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title

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