RIO HONDO COMMUNITY COLLEGE

Hot Water Supply and Return Pipe Leak Repair Project

Bid No. 2058
# RIO HONDO COMMUNITY COLLEGE

**Hot Water Supply and Return Pipe Leak Repair Project**  
**Bid No. 2058**

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BIDDER’S CHECK LIST

THE FOLLOWING ITEMS MUST BE SUBMITTED WITH YOUR BID PROPOSAL

A. ________Bid Proposal
B. ________Bid Securities
C. ________List of Subcontractors
D. ________Non-Collusion Declaration
E. ________Verification of Contractor and Subcontractors’ DIR Registration
F. ________Drug-Free Workplace Certification
G. ________Prime Bidder Certification of DVBE Participation
H. ________Statement of Bidder’s Qualifications (financial documents will not be disclosed by the District nor become a matter of public record)

All information or responses of a Bidder in its Bid Proposal and other documents accompanying the Bid Proposal shall be complete, accurate and true; incomplete, inaccurate or untrue responses or information provided therein by a Bidder may be grounds for the District to reject such Bidder’s Bid Proposal for non-responsiveness.

Note: Please include this check list when submitting the above items.
SECTION 00010

NOTICE TO CONTRACTORS CALLING FOR BIDS

DISTRICT: RIO HONDO COMMUNITY COLLEGE DISTRICT

PROJECT IDENTIFICATION: Hot Water Supply and Return Pipe Leak Return Project

PROJECT NO: Bid No. 2058

Bid Opening: October 6, 2017 at 9:30 am

Submit Bids To: Rio Hondo Community College District
3600 Workman Mill Road, Room A-103
Whittier, California 90601
Telephone (562) 908-3493
Felix Sarao
Director of Contractor Management & Vending Services

Bid and Contract Documents Available: On line at: http:\\www.riohondo.edu or at the mandatory bidder’s conference and job walk.

Mandatory Pre-Bid Job Walk Location: Rio Hondo College (Room A-103)
3600 Workman Mill Rd., Whittier, CA 90601

Job Walk Date/Time: September 15, 2017 at 9:30 am

NOTICE IS HEREBY GIVEN that Rio Hondo Community College District, acting by and through its Board of Trustees, hereinafter the “District” will receive up to, but not later than the above-stated date and time, sealed Bid Proposals for the Contract for the Work generally described as: Hot Water Supply and Return Pipe Leak Repair Project

1.01 Submittal of Bid Proposals. All Bid Proposals shall be submitted on forms furnished by the District. Bid Proposals must conform with, and be responsive to, the Bid and Contract Documents, copies of which may be obtained from the District as set forth above. Only Bid Proposals submitted to the District prior to the date and time set forth above for the public opening and reading of Bid Proposals shall be considered.

1.02 Bid and Contract Documents. Bidder may obtain, at no cost to the Bidder’s, the Bid and Contract Documents at the location stated above.

1.03 Bid Proposal. Each Bid Proposal shall consist of:

A. Bid Proposal
B. Bid Security
C. List of Subcontractors
D. Non-Collusion Affidavit
All information or responses of a Bidder in its Bid Proposal and other documents accompanying the Bid Proposal shall be complete, accurate and true; incomplete, inaccurate or untrue responses or information provided therein by a Bidder may be grounds for the District to reject such Bidder’s Bid Proposal for non-responsiveness.

1.04 **Job-Walk.** The District will conduct a **ONE TIME ONLY MANDATORY PRE-BID JOB WALK** for the Work to be held at the location, date and time stated above. It is mandatory for the Prime contractor to attend the job-walk.

1.05 **Prevailing Wage Rates.** The Project is subject to the provisions of Labor Code §§1720 *et seq.* and regulations set forth in Title 8 §§16000 *et seq.* of the California Code of Regulations which govern the payment of prevailing wages on public works projects. All bidders shall be governed by and required to comply with these statutes and regulations in connection with the Project. Pursuant to Labor Code §1771, the Contractor receiving award of the Contract and Subcontractors of any tier shall pay not less than the prevailing wage rates to all workers employed in the execution of the Contract. Pursuant to Labor Code §1773, the Director of the Department of Industrial Relations has determined the generally prevailing rates of wages in the locality in which the Work is to be performed. Copies of these determinations, entitled “PREVAILING WAGE SCALE”, are maintained at the District’s offices located at 3600 Workman Mill Road, Whittier, CA 90601, and are available to any interested party upon request. Copies of rate schedules are also available on the Internet at [http://www.dir.ca.gov/DIR/S&R/statistics_research.html](http://www.dir.ca.gov/DIR/S&R/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.

1.06 **Contractors License Classification.** In accordance with the provisions of California Public Contract Code §3300, the District requires that Bidders possess a valid and Current **Class B** California Contractors License at the time that the bid for the work is submitted.

1.07 **Contract Time.** Substantial Completion of the Work shall be achieved within **TEN (10) CALENDAR DAYS** after the date for commencement of the Work as set forth in the Notice to Proceed issued by the District. Failure to achieve Substantial Completion within the Contract Time will result in the assessment of Liquidated Damages.

1.08 **Bid Security.** Each Bid Proposal shall be accompanied by Bid Security in an amount not less than **FIVE PERCENT (5%)** 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.

1.09 **No Withdrawal of Bid Proposals.** No Bidder shall withdraw its Bid Proposal for a period of **Ninety (90) days** after the award of the Contract by the District’s Board of Trustees. During this time, all Bidders shall guarantee prices quoted in their respective Bid Proposals.

1.10 **Substitute Security.** In accordance with the provisions of California Public Contract Code §22300, substitution of eligible and equivalent securities for any monies withheld by the District to ensure the Contractor’s performance under the Contract will be permitted at the request and expense of the Contractor. The foregoing notwithstanding, the Bidder to whom the Contract is awarded shall, have **thirty (30) days** following action by the District’s Board of Trustees to award the Contract to such Bidder to submit its written request to the
District to permit the substitution of securities for retention. The failure of the Bidder to make such written request to the District within said thirty (30) day period shall be deemed a waiver of the Bidder’s rights under California Public Contract Code §22300.

1.11 Waiver of Irregularities. The District reserves the right to reject any or all Bid Proposals or to waive any irregularities or informalities in any Bid Proposal or in the bidding.

1.12 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 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 this Notice and the Instructions for Bidders.

1.13 Inquiries and Clarifications. This document is for informational purposes and shall not relieve the Bidder of the requirements to fully familiarize itself with all the factors affecting the Project and his Bid. The Bidder is advised that all inquiries and clarifications about the Bid Documents, Drawings, Specifications, etc., shall be submitted to the District in writing on or before 3:00 PM – September 22, 2017. The District will respond at its earliest possible opportunity but no later than October 3, 2017.

Verbal communication by either party with regard to this matter is invalid. Inquiries shall be sent to:

Felix G. Sarao, CPSM, CPPO, C.P.M, fsarao@riohondo.edu

1.14 Delivery. It is the bidder’s responsibility to deliver their bid prior to the time stated for opening of bids. The bidder should plan their delivery schedule to arrive early taking into consideration accident, breakdown, freeway congestion, traffic delays, check-in at the parking control booth, parking, etc. The District will not consider or take into account any excuse by the bidder for delivery of its bid after the time stated for the bid opening. Late bids will be returned to the bidder unopened.

END OF SECTION
SECTION 00100
INSTRUCTIONS FOR BIDDERS

1.01 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, except where the figures represent an express, correctly calculated sum. Partially completed Bid Proposals may be deemed non-responsive. Bid Proposals submitted on other than the bid forms included herein shall be deemed non-responsive. Bid Proposals not conforming to these Instructions for Bidders and the Notice to Contractors Calling for Bids (“Call for Bids”) may be deemed non-responsive and rejected. Each Bidder is solely responsible for all costs and expenses incurred by the Bidder in preparing and submitting a Bid Proposal to the District.

B. Bid Proposal Submittal. Bid Proposals shall be submitted at the place designated in the Call for Bids 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 Call for Bids.

C. Date and Time of Bid Proposal Submittal. A Bid Proposal is considered submitted only if the outer envelope containing the Bid Proposal is stamped by the District’s date/time stamp machine at the place designated for submittal of the Bid Proposal. The date/time stamp is controlling and determinative as to the date and time of the Bidder’s submittal of its Bid Proposal. Bid Proposals received after the date and time specified in the Call for Bids are non-responsive and will be returned to the Bidder unopened.

D. Alternate Bid Item(s). If the Bid Proposal forms do not specifically call for the submittal of alternate bid item(s) and a Bidder submits alternate bid item(s), the District may deem the Bid Proposal to be non-responsive and reject the same. In the event that alternate item(s) are specifically called for in the Bid Proposal forms, any Bid Proposal which does not include bid(s) for the alternate item(s) may result in the Bid Proposal being deemed by the District to be non-responsive and rejected. In the event that bids for alternate item(s) are specifically called for in the Bid Proposal forms, the Bidder is referenced to the provisions of the Contract Documents permitting the District, during performance of the Work of the Contract Documents, to add or delete such alternate item(s) with the cost or credit (inclusive of all direct and indirect costs, supervision, overhead and profit) for such alternate item(s) to be in the amount(s) set forth in the Bidder’s Bid Proposal for such alternate item(s).

1.02 Bid Security. Bid Security shall be in the form of: (a) cash, (b) a certified or cashier’s check made payable to the District or (c) a Bid Bond, in the form and content attached hereto, in favor of the District executed by the Bidder as a principal and an Admitted Surety Insurer under Code of Civil Procedure §§995.120 and 995.311 as surety (the “Bid Security”) in an amount not less than the percentage of the maximum amount of the Bid
Proposal. Any Bid Proposal submitted without the required Bid Security is non-responsive and will be rejected.

1.03 **Signatures.** All bid forms shall be executed by an individual duly authorized to execute the same on behalf of the Bidder.

1.04 **NOT USED**

1.05 **Modifications.** Changes to the Bid Proposal which are not specifically called for or permitted may result in the District’s rejection of the Bid Proposal as being non-responsive. No oral or telephonic modification of any submitted Bid Proposal will be considered. A written modification may be considered only if actually received by the District ten (10) days prior to the scheduled closing time for receipt of Bid Proposals.

1.06 **Erasures; Inconsistent or Illegible Bid Proposals.** Bid Proposals must not contain any erasures, interlineations or other corrections unless the same are suitably authenticated by affixing in the margin immediately opposite such erasure, interlineation or correction the surname(s) of the person(s) signing the Bid Proposal. Any Bid Proposal not conforming to the foregoing may be deemed by the District to be non-responsive. If any Bid Proposal, or portions thereof, is determined by the District to be illegible, ambiguous or inconsistent, the District may reject such a Bid Proposal as being non-responsive.

1.07 **Examination of Site and Contract Documents.** Each Bidder shall, at its sole cost and expense, inspect the Site to become fully acquainted with the Contract Documents and conditions affecting the Work. The 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, the Contract 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. The submission of a Bid Proposal shall be deemed prima facie evidence of the Bidder’s full compliance with the requirements of this section.

1.08 **Withdrawal of Bid Proposal.** Any Bidder may withdraw its Bid Proposal without penalty by written request received by the District prior to the scheduled closing time for the receipt of Bid Proposals. Requests for withdrawal of bid proposals after scheduled closing time shall be in accordance with Public Contract Code §§5100 et seq.

1.09 **Documents Required Upon Award of Contract.** The Agreement which the successful Bidder, as Contractor, will be required to execute along with the other documents which will be required to be furnished are included in the Contract Documents and shall be carefully examined by the Bidder.

1.10 **Interpretation of Drawings, Specifications or Contract Documents.** Any Bidder in doubt as to the true meaning of any part of the Contract Documents or who finds discrepancies, errors or omissions therein; or who finds variances in any of the Contract Documents with applicable rules, regulations, ordinances and/or laws, may submit to the District a written request for an interpretation or correction thereof. It is the sole and exclusive responsibility of the Bidder to submit such request not less than seven (7) days prior to the scheduled closing for the receipt of Bid Proposals. Interpretations or
corrections of the Contract Documents will be by written addendum issued by the District, a
copy of which will be sent to each Bidder who attends the non mandatory pre-bid job walk.
No person is authorized to render an oral interpretation or correction of any portion of the
Contract Documents to any Bidder, and no Bidder is authorized to rely on any such oral
interpretation or correction. Failure to request interpretation or clarification of any portion of
the Contract Documents pursuant to the foregoing is a waiver of any discrepancy, defect or
conflict therein.

1.11 Request for Substitutions Prior to Bid Opening. Any Bidder may submit Request(s) for
Substitution on the form provided herein, together with all substantiating data, no later than
ten (10) days prior to the scheduled closing time for receipt of the Bid Proposals, in
accordance with Public Contract Code §3400. The District shall use its best efforts to
consider and act upon such Request for Substitution in a timely fashion. Actions taken, if
any, concerning the Request for Substitution will be by written addendum issued by the
District, a copy of which will be sent to each Bidder who attends the non mandatory pre-bid
job walk. In the absence of written addendum, the Request for Substitution shall be
denied for purposes of the District’s evaluation of the Bid Proposals and award of
the Contract.

1.12 District’s Right to Modify Contract Documents. Before the scheduled closing time for
receipt of Bid Proposals, the District may modify the Work, the Contract Documents, or any
portion(s) thereof by the issuance of written addenda disseminated to all Bidders who have
attended the non mandatory pre-bid job walk. If the District issues any addenda, the failure
of any Bidder to acknowledge such addenda in its Bid Proposal may render the Bid
Proposal non-responsive. All addendums will be posted to the district website.
http://www.riohondo.edu/facilities/RFQ/index.htm

1.13 Bidders Interested in More Than One Bid Proposal. 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 thereby disqualified from
submitting a sub-proposal, quoting prices to other Bidders or submitting a Bid Proposal for
the proposed Work to the District.

1.14 Bidder’s Qualifications. Each Bidder shall submit with its Bid Proposal a Statement of
Bidder’s Qualifications which is included within the Contract Documents. All information
required by the Statement of Bidder’s Qualifications shall be completely and fully provided.
Any Bid Proposal not accompanied by the Statement of Bidder’s Qualifications completed
with all information required and bearing the signature of the Bidder’s duly authorized
representative under penalty of perjury will render the Bid Proposal non-responsive. If the District determines that any information provided by a Bidder in the
Statement of Bidder’s Qualifications is false or misleading, or is incomplete so as to be
false or misleading, the District may reject the Bid Proposal submitted by such Bidder as
being non-responsive.

1.15 Award of Contract

A. Waiver of Irregularities or Informalities. The District reserves the right to reject
any and all Bid Proposals or to waive any irregularities or informalities in any Bid
Proposal or in the bidding.
B. **Award to Lowest Responsive Responsible Bidder.** The award of the Contract, if any, will be to the responsible Bidder submitting the lowest responsive Bid Proposal on the basis of the Base Bid Proposal.

C. **Selection of Alternate Bid Items; Basis of Award of Contract.** The selection of Bid Alternates for determination of the lowest Bid Proposal will be based upon the Base Bid Proposal alone or a combination of the Base Bid Proposal and one or more Bid Alternates as selected by the District in accordance with the following “blind bidding” procedures. After opening timely submitted Bid Proposals and before the public reading of the Bid Proposals, District staff who will not be engaged in the selection of Bid Alternates (“Clerical Staff”) will assign each Bidder an alphabetical letter for identification purposes. The Clerical Staff will mask all portions of the Bid Proposal and other documents submitted with Bid Proposals so that the identity of each Bidder and each listed subcontractor is not revealed. The Clerical Staff will maintain a list (“Bidders List”) which identifies each Bidder’s name and a corresponding alphabetical letter assigned to each Bidder. After completing the Bidders List, the Clerical Staff will publicly read the Bid Proposal amounts of each Bidder for the Base Bid as well as each Bid Alternate. In this public reading, Bidders will not be identified by name, only by alphabetical letter assigned to each Bidder. After the public reading of Bid Proposals, the Clerical Staff will provide the Project Manager, Architect and District staff responsible for selection of Bid Alternates (“Review Team”) copies of the Bid Proposals with the identities of Bidders and listed subcontractors masked. Bid Proposals reviewed by the Review Team will identify Bidders only by alphabetical letters. At such time as the Review Team has completed its review of the Bid Proposals, has selected Bid Alternates and has determined which Bidder (by the alphabetical letter designation assigned by Clerical Staff) has submitted the lowest Bid Proposal based upon the Base Bid and any combination of the Bid Alternates as determined by the Review Team, the Clerical Staff will make available to the Review Team the Bidders List so that the identity of the Bidder to be awarded the Contract can be identified. Until such time as the Review Team has completed review of Bid Proposals and determination of which Bidder has submitted the lowest responsive Bid Proposal, there will be no communication between members of the Clerical Staff and members of the Review Team regarding the identities of Bidders or listed subcontractors or any disclosure of any portion of the Bidders List.

D. **Alternate Bid Items Not Included in Award of Contract.** During performance of the Work, it is the District’s option to add or delete from the scope of the Work Alternate Bid Items that were not included in the award of Contract. District may elect to have work done at price(s) set forth in the Alternate Bid Items Proposal.

E. **Responsive Bid Proposal.** A responsive Bid Proposal shall mean a Bid Proposal which conforms, in all material respects, to the Bid and Contract Documents.

F. **Responsible Bidder.** A responsible Bidder is a Bidder who has the capability in all respects to perform fully the requirements of the Contract Documents and the moral and business integrity and reliability that will assure good faith performance. In determining responsibility, the following criteria will be considered: (i) the ability, capacity and skill of the Bidder to perform the Work of the Contract Documents; (ii) whether the Bidder can perform the Work promptly and within the time specified, without delay or interference; (iii) the character, integrity, reputation, judgment,
experience and efficiency of the Bidder; (iv) the quality of performance of the Bidder on previous contracts, by way of example only, the following information will be considered: (a) the administrative, consultant or other cost overruns incurred by the District on previous contracts with the Bidder; (b) the Bidder's compliance record with contract general conditions on other projects; (c) the submittal by the Bidder of excessive and/or unsubstantiated extra cost proposals and claims on other projects; (d) the Bidder's record for completion of work within the contract time and the Bidder's compliance with the scheduling and coordination requirements on other projects; (e) the Bidder's demonstrated cooperation with the District and other contractors on previous contracts; (f) whether the work performed and materials furnished on previous contracts was in accordance with the Contract Documents; (v) the previous and existing compliance by the Bidder with laws and ordinances relating to contracts; (vi) the sufficiency of the financial resources and ability of the Bidder to perform the work of the Contract Documents; (vii) the quality, availability and adaptability of the goods or services to the particular use required; (viii) the ability of the Bidder to provide future maintenance and service for the warranty period of the Contract; (ix) whether the Bidder is in arrears on debt or contract or is a defaulter on any surety bond; (x) such other information as may be secured by the District having a bearing on the decision to award the Contract, to include without limitation the ability, experience and commitment of the Bidder to properly and reasonably plan, schedule, coordinate and execute the Work of the Contract Documents and whether the Bidder has ever been debarred from bidding or found ineligible for bidding on any other projects. The ability of a Bidder to provide the required bonds will not of itself demonstrate responsibility of the Bidder. Upon request of the District, Bidder must promptly submit satisfactory evidence of any of the items listed above.

1.16 Subcontractors

A. Designation of Subcontractors; Subcontractors List. Each Bidder shall submit a list of its proposed Subcontractors for the proposed Work as required by the Subletting and Subcontracting Fair Practices Act (California Public Contract Code §§4100 et seq.) on the form furnished (Section 00215). Any Bidder's failure to comply with the District's request may render such Bidder's bid non-responsive and subject to rejection by the District.

B. Work of Subcontractors. 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 is not a basis for adjustment of the Contract Price or the Contract Time.

1.17 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 sign and deliver to the District the Workers Compensation Insurance certificate provided in Section 00415 prior to performing any of the Work under the Contract.
1.18 **Bid Security Return.** The Bid Security of three or more low Bidders, 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 Agreement, whichever first occurs, at which time the Bid Security will be returned to them.

1.19 **Forfeiture of Bid Security.** If the Bidder awarded the Contract fails or refuses to execute the Agreement within seven (7) days from the date of receiving notification that it is the Bidder to whom the Contract has been awarded, the District may declare the Bidder’s Bid Security forfeited as damages caused by the failure of the Bidder to enter into the Contract and may thereupon award the Contract for the Work to the responsible Bidder submitting the next lowest responsive Bid Proposal or may call for new bids, in District’s sole and exclusive discretion.

1.20 **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 cannot be waived by the District or its Board of Trustees. The required California Contractor’s License classification(s) for the Work is set forth in the Call for Bids. The Contractor will be required to maintain the license(s) through the duration of the Contract. Any questions concerning a Contractor may be referred to the Registrar, Contractors’ State License Board, P.O. Box 2600, Sacramento, CA 95826.

1.21 **Anti-Discrimination.** 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 or marital status. All Bidders agree to comply with the District’s anti-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.

1.22 **Job-Walk.**

A. **District Conduct of Job-Walk.** The District will conduct a Job Walk at the time and place designated in the Call for Bids. Regardless of whether the Job Walk is or is not designated as being mandatory, the District may, in its sole and exclusive discretion, elect to conduct one or more Job Walks in addition to that set forth in the Call for Bids, in which event the District shall notify all Bidders who have obtained the Contract Documents pursuant to the Call for Bids of any such additional Job Walk. If the District elects to conduct any Job Walk in addition to that set forth in the Call for Bids, the District shall, in its notice of any such additional Job Walks, indicate whether Bidders’ attendance at such additional Job-Walks is/are mandatory; in the event that any such additional Job-Walks is/are designated as being mandatory, the provisions of this section 1.22 shall be deemed to apply to such additional Job-Walks.

B. **Mandatory Job Walk.** If the Job Walk is designated in the Call for Bids as being mandatory, the failure of any Bidder to have its authorized representative present at
the Job Walk will be grounds for the District to reject such bid and the Bid Proposal will be returned to the Bidder unopened. Where the Job Walk is mandatory, a Bidder may have more than one authorized representative and/or representatives of its Subcontractors present at the Job Walk; provided, however that attendance by representatives of the Bidder's Subcontractors without attendance by a representative of the Bidder shall not be sufficient to meet the Bidder's obligations hereunder and will be grounds for the District to declare the Bid Proposal of such Bidder to be non-responsive. Notwithstanding any other provisions of the Call for Bids or these Instructions for Bidders, in the event that the Job Walk is designated in the Call for Bids as being mandatory, the District will not consider the Bid Proposal of any Bidder who has obtained the Bid and Contract Documents, pursuant to Call for Bids, after the date and time set forth therein for such mandatory Job Walk; any Bid Proposal submitted by any such Bidder shall be deemed non-responsive, rejected and returned unopened to the Bidder submitting the same.

1.23 **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 Agreement. The successful Bidder will be required to implement and take the affirmative measures outlined in such provisions. Failure of the successful Bidder to comply with the measures outlined in such provisions may result in penalties, including without limitation, the termination of the Agreement, the suspension of any payment of the Contract Price otherwise due under the Contract Documents and/or debarment of the successful Bidder.

1.24 **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. (“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.

1.25 **Notice of Intent to Award Contract.** Following the public opening and reading of Bid Proposals, the District will issue a Notice of Intent to Award the Contract, identifying the Bidder to whom the District intends to award the Contract and the date/time/place of the District’s Board of Trustees meeting at which award of the Contract will be considered.

1.26 **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 each and all of the following are complied with:

A. The bid protest is in writing;

B. The bid protest is filed and received by the District’s Director of Contract Management and Vending Services, not more than five (5) calendar days following the date of issuance of the District’s Notice of Intent to Award the Contract; and

C. 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. Provided that a bid protest is filed in strict conformity with the foregoing, the District’s Director of Contract Management and Vending Services or designee, shall review and evaluate the basis of the bid protest. The District’s Director of Contract Management and Vending Services or designee shall provide the Bidder submitting the bid protest with a written statement concurring with or denying the bid protest. The District’s Board of Trustees will render a final determination and disposition of a bid protest by taking action to adopt, modify or reject the disposition of a bid protest as reflected in the written statement of the District’s Director of Contract Management and Vending Services or designee. Action by the District’s Board of Trustees relative to a bid protest shall be final and not subject to appeal or reconsideration by the District, any employee or officer of the District or the District’s Board of Trustees. The issuance of a written statement by the Director of Contract Management and Vending Services (or designee) and subsequent action by the District’s Board of Trustees shall be express conditions 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. In the event that 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.

1.27 Public Records. All documents included in Bid Proposals become the exclusive property of the District upon submittal to the District. All Bid Proposals and other documents submitted in response to the Call for Bids become a matter of public record, 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 otherwise, may 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.

END OF SECTION
BID PROPOSAL

TO: RIO HONDO COMMUNITY COLLEGE DISTRICT, a California Community College District, acting by and through its Board of Trustees ("District"), 3600 Workman Mill Road, Whittier, California 90601.

FROM: ________________________________________
(Name of Bidder as listed on License)

________________________________________
(Address)

________________________________________
(City, State, Zip Code)

________________________________________
(Telephone)

________________________________________
(Fax)

________________________________________
(Email)

(Name(s) of Bidder's Authorized Representative(s) & Title)

1.01 Bid Proposal.

A. Bid Proposal Amount. Pursuant to and in compliance with the Notice to Contractors Calling for Bids, the Instructions for Bidders and the other documents relating thereto, the undersigned Bidder, having reviewed the Instructions for Bidders and all other Contract Documents and upon compliance with all requirements therein with reference to the submittal of this Bid Proposal, hereby proposes and agrees to perform the Contract including, without limitation, all of its component parts; to perform everything required to be performed; to provide and furnish any and all of the labor, materials, tools, equipment, applicable taxes, and services necessary to perform the Work of the Contract in strict compliance with the Contract Documents and complete in a workmanlike manner all of the Work required for the Project described as:
Bid No. 2058 Hot Water Supply and Return Pipe Leak Repair Project

for the sum of:

I.  Base Bid: $____________

II. Allowance: $10,000.00

NOTE: The allowance shall be identified as a separate line item in the Contractor's schedule of values. The allowance is to be used at the District’s sole discretion for work not otherwise shown and/or specified in the construction documents. Work performed under the allowances shall be performed only as directed in writing by the District through its authorized representative. Any and all unused allowance amounts shall be credited to the District by deductive change order and reflected in the Contractor’s final application for payment without any compensation for overhead and profit.

III. Deductive Alternate(s):

1. Furnish and install slurry mix to encase the newly repaired piping:

   $____________

2. Restore surface soil to grade using adjacent stockpiled materials:

   $____________

NOTE: If the deductive alternates will not be pursued by the District, it will be de-scoped through a deductive change order.

Total Bid Amount (Base Bid Amount plus Allowance plus Deductive Alternates)

$______________________________

(Total Bid Amount in Numbers)

______________________________

(Total Bid Amount in Words)

B. Acknowledgment of Bid Addenda. In submitting this Bid Proposal, the undersigned Bidder acknowledges receipt of all Bid Addenda issued by or on behalf of the District, as set forth below. The Bidder confirms that this Bid Proposal incorporates and is inclusive of, all items or other matters contained in Bid Addenda.

   ______ No Addenda Issued
   (initial)

   ______ Addenda Nos. ______________ received, acknowledged and
   (initial)  incorporated into this Bid Proposal.

C. Alternate Bid Items. The Bidder’s price proposal(s) for Alternate Bid Items is/are set
forth in the form of Alternate Bid Item Proposal included herewith. The Bidder acknowledges that the award of the Contract, if at all, shall be in accordance with the Instructions for Bidders.

1.02 Rejection of Bid; Holding Open of Bid. It is understood that the District reserves the right to reject this Bid Proposal and that this Bid Proposal shall remain open and not be withdrawn for the period of time specified in the Call for Bids, except as provided by law.

1.03 Documents Comprising Bid Proposal. The undersigned Bidder has submitted as its Bid Proposal the following: Bid Proposal (00210), List of Subcontractors (00215), Non-Collusion Declaration (00220), DIR (00230) and Bid Security (Cash, Cashier’s Check, Certified Check or Bid Bond – 00260). The Bidder acknowledges that if this Bid Proposal and the foregoing documents are not fully in compliance with applicable requirements set forth in the Call for Bids, the Instructions for Bidders and in each of the foregoing documents, the Bid Proposal may be rejected as non-responsive.

1.04 Award of Contract. It is understood and agreed that if written notice of the acceptance of this Bid Proposal and award of the Contract thereon is mailed or delivered by the District to the undersigned after the opening of Bid Proposals and within the time this Bid Proposal is required to remain open or at any time thereafter before this Bid Proposal is withdrawn, the undersigned will execute and deliver to the District the Agreement in the form attached hereto in accordance with the Bid Proposal as accepted within five (5) working days after notification of acceptance and award. Concurrently with delivery of the executed Agreement to the District, the Bidder awarded the Contract shall deliver to the District: (1) the Labor and Material Payment Bond; (2) the Performance Bond; (3) the Drug-Free Workplace Certificate; (4) Certificates of Insurance evidencing all insurance coverages required to be provided under the Contract Documents; and (5) the Certificate of Workers’ Compensation Insurance. The Work under the Contract Documents shall be commenced by the undersigned Bidder, if awarded the Contract, on the date stated in the District's Notice to Proceed issued pursuant to the Contract Documents. Completion of the Work and all Interim Milestones shall be achieved within the Contract Time and Interim Milestones specified in the Contract Documents.

1.05 Notices. All notices or other correspondence shall be addressed to the District and the Bidder at their respective addresses set forth herein. Notices shall be effective only if in writing and in conformity with the requirements for service of notices set forth in the Contract Documents.

1.06 Contractor's License. The undersigned Bidder is currently and duly licensed in accordance with the California Contractors License Law, California Business & Professions Code §§7000 et seq., under the following:

License Number: ______________________
Class _______ Expiration Date _______ Class _______ Expiration Date _______
Class _______ Expiration Date _______ Class _______ Expiration Date _______

By executing this Bid Proposal, the Bidder hereby certifies that: (a) it is duly licensed, in the necessary class(es), for performing the Work of the Contract Documents; (b) that such license shall be in full force and effect throughout the duration of the performance of the Work under the Contract Documents; and (c) that all Subcontractors providing or performing any portion of the Work of the Contract Documents shall be so similarly and appropriately
licensed to perform or provide such portion of the Work.

1.07 Designation of Subcontractors. In compliance with the Subletting and Subcontracting Fair Practices Act (California Public Contract Code §§4100, et seq.) and amendments thereof, each Bidder shall set forth in the Subcontractors List: (a) the name and location of the place of business of each Subcontractor who will perform work or labor or render services to the Bidder in or about the construction of the Work to be performed under the Contract Documents in an amount in excess of one-half of one percent (0.5%) of the Bidder's Bid Proposal; and (b) the trade and/or portion of the Work which will be performed by each listed Subcontractor. The Bidder shall list only one Subcontractor for each trade and/or portion of the Work as is defined by the Bidder in its Bid Proposal. If a Bidder fails to list a Subcontractor for a portion of the work in excess of one-half of one percent (0.5%) of the Bidder's Bid Proposal or if the Bidder specifies more than one Subcontractor for the same portion of Work to be performed under the Contract Documents valued in excess of one-half of one percent (0.5%) of the Bidder's Bid Proposal amount, the Bidder shall be deemed to have agreed that it is fully qualified to perform that portion of the Work itself and that it shall perform that portion of the Work.

1.08 Confirmation of Figures. By submitting this Bid Proposal, the Bidder confirms that it has checked all of the above 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.

1.09 Acknowledgment and Confirmation. The undersigned Bidder acknowledges its receipt, review and understanding of the Drawings, the Specifications and other Contract Documents pertaining to the proposed Work. The undersigned Bidder certifies that the Contract Documents are, in its opinion, adequate, feasible and complete for providing, performing and constructing the Work in a sound and suitable manner for the use specified and intended by the Contract Documents. The undersigned Bidder certifies that it has, or has available, all necessary equipment, personnel, materials, facilities and technical and financial ability to complete the Work for the amount bid herein within the Contract Time and in accordance with the Contract Documents. The undersigned Bidder certifies that its bid amount includes funds sufficient to allow the Bidder to comply with all applicable local, state and federal laws and regulations governing the labor and services to be provided for the performance of the Work of the Contract and shall indemnify, defend and hold District harmless from and against any and all claims, demands, losses, liabilities and damages arising out of or relating to Bidder's failure to comply with applicable law in this regard.

By: ________________________________  
(Signature)

(Corporate Seal)

(Typed or Printed Name of Bidder's Authorized Representative)

Title: ________________________________

END OF SECTION
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<tr>
<th>1. Licensed Name of Subcontractor</th>
<th>2. Address of Office, Mill or Shop</th>
<th>3. Trade or Portion of Work</th>
<th>4. License No.</th>
<th>5. DIR No.</th>
<th>6. $$ Value of Work</th>
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**Name of Bidder:** _______________________________

**Authorized Signature:** __________________________

[Duplicate and attach additional page(s) as required.]
SECTION 00220
NON-COLLUSION DECLARATION

STATE OF CALIFORNIA
COUNTY OF ______________________

I, ________________________________, being first duly sworn, deposes and says that
I

(Typed or Printed Name)
am the _____________________ of ________________________, the party

(Title) (Bidder Name)

Submitting the foregoing Bid Proposal (the “Bidder”). In connection with the foregoing Bid
Proposal, the undersigned declares, states and certifies that:

1.01 The Bid Proposal is not made in the interest of, or on behalf of, any undisclosed person,
partnership, company, association, organization or corporation.

1.02 The Bid Proposal is genuine and not collusive or sham.

1.03 The Bidder has not directly or indirectly induced or solicited any other bidder to put in a
false or sham bid, and has not directly or indirectly colluded, conspired, connived, or
agreed with any other bidder or anyone else to put in sham bid, or to refrain from
bidding.

1.04 The Bidder has not in any manner, directly or indirectly, sought by agreement,
communication, or conference with anyone to fix the bid price, or that of any other
bidder, or to fix any overhead, profit or cost element of the bid price or that of any other
bidder, or to secure any advantage against the public body awarding the contract or of
anyone interested in the proposed contract.

1.05 All statements contained in the Bid Proposal and related documents are true.

1.06 The Bidder has not, directly or indirectly, submitted the bid price or any breakdown
thereof, or the contents thereof, or divulged information or data relative thereto, or paid,
and will not pay, any fee to any person, corporation, partnership, company, association,
organization, bid depository, or to any member or agent thereof to effectuate a collusive
or sham bid.

Executed this _____ day of ____________, 20____ at ____________________

(City, County and State)
I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

____________________________________   ______________________________
Signature                                                      (Address)

____________________________________   ______________________________
Name Printed or Typed                                         (City, County and State)

(________________________)                                    (Area Code and Telephone Number)
VERIFICATION OF CONTRACTOR AND SUBCONTRACTORS’ DIR REGISTRATION

I am the _____________________ of ______________________________ (“Bidder”)
(Title/Position) (Bidder Name)

Submitting the accompanying Bid Proposal for the work described as Bid No. 2058 - Hot Water Supply and Return Pipe Leak Repair Project.

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

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

Executed this ___ day of ________, 20 ___ at ____________________.
(City and State)

__________________________________________
(Signature)

_________________________________________
(Name, typed or printed)
SECTION 00250

BID BOND

KNOW ALL MEN BY THESE PRESENTS,

That we, ____________________________________________, as Principal, and ____________________________________________, as Surety, are held and firmly bound, along with our respective heirs, executors, administrators, successors and assigns, jointly and severally, unto RIO HONDO COMMUNITY COLLEGE DISTRICT, hereinafter “Obligee,” for payment of the penal sum hereof in lawful money of the United States, as more particularly set forth herein.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT:

WHEREAS, the Principal has submitted the accompanying Bid Proposal for the Work commonly described as Bid #2058 Hot Water Supply and Return Pipe Leak Repair Project and the Bid Proposal must be accompanied by Bid Security.

WHEREAS, subject to the terms of this Bond, the Surety is firmly bound unto the Obligee in the penal sum of FIVE PERCENT (5%) of the maximum amount of the Bid Proposal submitted by the Principal to the Obligee, as set forth above, inclusive of 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 said Bid Proposal; 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 calling for Bids or otherwise procuring said Work or supplies, then the above obligation shall be void and of no effect, otherwise to remain in full force and effect.

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

In the event that suit or other proceeding is brought upon this Bond by the Obligee, the
Surety shall pay to the Obligee all costs, expenses and fees incurred by the Obligee in connection therewith, including without limitation, attorneys’ fees.

IN WITNESS WHEREOF, the Principal and Surety have executed this instrument this ______ day of ____________, 20___ by their duly authorized agents or representatives.

Bidder:
(Corporate Seal)

________________________________________
(Principal’s Name)

By:________________________________________
(Signature)

________________________________________
(Typed or Printed Name & Title)

________________________________________
(Address)

Surety
(Corporate Seal)

________________________________________
(Surety’s Name)

By:________________________________________
(Signature of Attorney-in-Fact for Surety)

(Attach Attorney-in-Fact Certificate)
________________________________________
(Typed or Printed Name)

________________________________________
(Address of Surety’s Office where Bond is issued)

________________________________________
(Area Code and Telephone Number of Surety)
SECTION 00300

AGREEMENT

THIS AGREEMENT is made this ______ day of _____________, 20 __, in the County of Los Angeles, State of California, by and between RIO HONDO COMMUNITY COLLEGE DISTRICT, a California Community College District, hereinafter called the “District” and ________, hereinafter called the “Contractor”, with a principal place of business located at ________________.

WITNESSETH, that the District and the Contractor in consideration of the mutual covenants contained herein agree as follows:

1.01 The Work. Within the Contract Time and for the Contract Price, subject to adjustments thereto pursuant to the Contract Documents, the Contractor shall perform and provide all necessary labor, materials, tools, equipment, utilities, services and transportation to complete in a workmanlike manner all of the Work required in connection with the work of improvement commonly referred to as: Bid No. 2058 Hot Water Supply and Return Pipe Leak Repair Project.

Contractor shall complete all Work covered by the Contract Documents, including without limitation, the Drawings and Specifications prepared by the Architect, and other Contract Documents enumerated in Article 5 below, along with all modifications and addenda thereto issued in accordance with the Contract Documents.

1.02 Contract Time. The Work shall be commenced on the date stated in the District’s Notice to Proceed. The Contractor shall achieve Substantial Completion of the Work within TEN DAYS (10) calendar days after the date stated in the District’s Notice to Proceed (see Section 1.01 of the Contract Special Conditions and as otherwise provided in the Contract Documents).

1.03 Contract Price. The District shall pay the Contractor as full consideration for the Contractor’s full, complete and faithful performance of the Contractor’s obligations under the Contract Documents, subject to any additions or deduction as provided for in the Contract Documents, the Contract Price of ________________ Dollars ($______________). The Contract Price is based upon the Contractor’s Base Bid Proposal and the following Alternate Bid Items, if any:

The District’s payment of the Contract Price shall be in accordance with the Contract Documents.

1.04 Liquidated Damages. In the event of the failure or refusal of the Contractor to achieve Completion of the Work of the Contract Documents within the Contract Time, as adjusted, the Contractor shall be subject to assessment of Liquidated Damages in accordance with the Contract Documents.

1.05 The Contract Documents. The Contract Documents consist of the following:

Notice to Contractors Calling for Bids
Instructions for Bidders
Bid Proposal

Agreement
Labor and Material Payment Bond
Performance Bond
1.06 Authority to Execute. The individual(s) executing this Agreement on behalf of the Contractor is/are duly and fully authorized to execute this Agreement on behalf of Contractor and to bind the Contractor to each and every term, condition and covenant of the Contract Documents.

IN WITNESS WHEREOF, this Agreement has been duly executed by the District and the Contractor as of the date set forth above.

DISTRICT

RIO HONDO COMMUNITY COLLEGE DISTRICT,
a California Community College District

By: ________________________________

Superintendent / President

CONTRACTOR

________________________________________

(Contractor’s License Number)

By: ________________________________

Name: ________________________________

Title: ________________________________

(Corporate Seal)

END OF SECTION
SECTION 00400

LABOR AND MATERIAL PAYMENT BOND

(CIVIL CODE §3247)

KNOW ALL MEN BY THESE PRESENTS,

That we, _________________________________, as Principal, and _________________________________, as Surety, are held and firmly bound, along with our respective heirs, executors, administrators, successors and assigns, jointly and severally, unto RIO HONDO COMMUNITY COLLEGE DISTRICT, hereinafter "Obligee", for payment of the penal sum of _________________________________ Dollars ($______) in lawful money of the United States, as more particularly set forth herein.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT:

WHEREAS, the Oblige, by resolution of its Board of Trustees, has awarded to the Principal a Contract for the work commonly described as: Bid# 2058 Hot Water Supply and Return Pipe Leak Repair Project

WHEREAS, the Principal, on or about ________________, 20__, entered into a Contract with the Obligee for performance of the Work; the Agreement 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 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 to any Claimant for all labor, materials or services used or reasonably required for use in the performance of the Work, 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 §3181, 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 that suit is brought on this Bond by any Claimant for amounts due such Claimant for labor, materials or services provided or furnished by such Claimant, the Surety shall pay for the same and reasonable attorneys’ fees pursuant to California Civil Code §3250.

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

IN WITNESS WHEREOF, the Principal and Surety have executed this instrument this _____day of ____________, 20___ by their duly authorized agents or representatives.

(Corporate Seal) _____________________________ (Principal Name)

By: _____________________________
(Signature)

______________________________ (Typed or Printed Name)
Title: _____________________________

(Corporate Seal) _____________________________ (Surety Name)

By: _____________________________
(Signature of Attorney-in-Fact for Surety)

(Attach Attorney-in-Fact Certificate) _____________________________
(Typed or Printed Name of Attorney-in-Fact)

______________________________
(Address)

______________________________
(Area Code and Telephone Number of Surety)
SECTION 00410

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS,

That we ______________________________ , as Principal, and ______________________________ , as Surety, are held and firmly bound, along with our respective heirs, executors, administrators, successors and assigns, jointly and severally, unto RIO HONDO COMMUNITY COLLEGE DISTRICT, hereinafter “Obligee”, for payment of the penal sum of ______________________________ Dollars ($ ) in lawful money of the United States, as more particularly set forth herein.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT:

WHEREAS, the Obligee, by action of its Board of Trustees, has awarded to the Principal a Contract for the Work commonly described as: Bid No. 2058 Hot Water Supply and Return Pipe Leak Repair Project.

WHEREAS, the Principal, on or about _______________ 20 ____, entered into a contract with the Obligee for performance of the Work; the Agreement 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 (“Contract”), the Principal is required to furnish a bond ensuring the Principal’s prompt, full and faithful performance of the Work of the Contract.

WHEREAS, the Principal and the Surety, jointly and severally, bind themselves, their heirs, executors, administrative, successors and assigns, to the Obligee for the prompt, full and faithful performance of the Contract, which is incorporated herein by this reference.

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 as said Contract 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, stop notices, costs, and fees of every description, whether imposed by law or equity, 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, 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.

In the event the Principal is declared by the Obligee to be in breach or default in the performance of the Contract, then, after written notice from the Obligee to the Surety, as provided for herein, the Surety shall either remedy the default or breach of the Principal or shall take charge of the Work of the Contract and complete the Contract with a Contractor other than the Principal at its own expense; 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.
If the Surety does not proceed to cure or remedy the Principal's default(s) of its performance of the Contract with reasonable promptness, the Surety shall be deemed to be in default on this Bond fifteen (15) calendar days after receipt of a written notice from Obligee to the Surety demanding that the Surety perform its obligations under this Bond, and the Obligee shall be entitled to enforce any remedy available to Obligee.

Within fifteen (15) calendar days of Obligee's written notice to the Surety of the failure of performance of the Contract by the Principal, it shall be the duty of the Surety to give to the Obligee an unequivocal notice in writing of the Surety's election to remedy the default(s) of the Principal promptly, or to arrange for performance of the Contract promptly by a Contractor other than the Principal, time being of essence to this Bond. In said Notice of Election, the Surety shall state the date of commencement of its cure or remedy of the Principal's default(s) or its performance of the Contract. The Surety's obligations for cure or remedy, include but are not limited to: correction of defective or incomplete work and completion of the Contract, additional legal, design professional and delay costs arising from Surety's actions or failure to act; and liquidated damages, or if no liquidated damages are specified in the Contract, actual damages caused by delayed performance or non-performance by the Principal. The Surety shall give prompt written notice to the Obligee upon completion of the cure or remedy of the Principal's default(s) of its performance of the Contract.

In the event the Surety shall fail to issue its Notice of Election to Obligee within the time provided for herein above, 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 each 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 exceeding the then remaining balance of the Contract Price.

The Surety, for value received, hereby stipulates and agrees that no change or adjustment of the Contract Time or Contract Price, alterations, deletions, additions or any other modifications to the Contract Documents, or the Work to be performed thereunder, shall in any way limit, restrict, or otherwise affect the obligations of the Surety under this Bond. Surety waives notice of any change or adjustment of the Contract Time or Contract Price, alterations, deletions, additions or any other modifications to the Contract Documents, or the Work to be performed thereunder and agrees to automatically adjust the penal sum of this Bond to reflect any adjustments of the Contract Time or Contract Price which increase the Contract Price.

Principal and Surety agree that if Obligee is required to engage the services of an attorney in connection with enforcement of this Bond, each shall pay Obligee's costs and reasonable attorney's fees incurred, with or without suit, in addition to the above penal sum.

The guarantees contained in this Bond survive Final Completion of the Work called for in the Contract Documents with respect to the obligations and liabilities of the Principal, which survive Final Completion of the Work.
IN WITNESS WHEREOF, the Principal and Surety have executed this instrument this ______day of ____________, 20__ by their duly authorized agents or representatives.

(Corporate Seal)  
(Principal Name)

By:_______________________________________________________________
  (Signature)

_______________________________________________________________
  (Typed or Printed Name)

Title:____________________________________________________________

(Corporate Seal)  
(Surety Name)

By:_______________________________________________________________
  (Signature of Attorney-in-Fact for Surey)

(Associate Attorney-in-Fact Certificate)  
(Typed or Printed Name of Attorney-in-Fact)

_______________________________________________________________
  (Address)

_______________________________________________________________
  (Area Code and Telephone Number of Surety)
SECTION 00415
CERTIFICATE OF WORKERS’ COMPENSATION INSURANCE

I, __________________________ the __________________________, of __________________________, declare, state and certify that:

1.01 I am aware that California Labor Code §3700(a) and (b) provides:

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

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

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

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

By: __________________________

(Signature)

______________________________

(Date)
SECTION 00417

DRUG-FREE WORKPLACE CERTIFICATION

I, ___________________________, the ___________________________,

of ___________________________, declare, state and certify that:

(Name) (Title)

1.01 I am aware of the provisions and requirements of California Government Code §§8350 et seq., the Drug Free Workplace Act of 1990.

1.02 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:

1. The dangers of drug abuse in the workplace;
2. Contractor's policy of maintaining a drug-free workplace;
3. The availability of drug counseling, rehabilitation and employee-assistance programs; and
4. The penalties that may be imposed upon employees for drug abuse violations;

C. Requiring that each employee engaged in the performance of the Contract be given a copy of the statement required by subdivision (A), 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.

1.03 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: (a) the prohibition of any controlled substance in the workplace, (b) establishing a drug-free awareness program, and (c) 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.

1.04 Contractor and I understand that if the District determines that Contractor has either: (a) made a false certification herein, or (b) 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.

1.05 Contractor and I acknowledge that Contractor and I are aware of the provisions of California Government Code §§8350, et seq. and hereby certify that Contractor and I will adhere to, fulfill, satisfy and discharge all provisions of and obligations under the Drug-Free Workplace Act of 1990.

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

Executed at __________________________ this ___________ day of ________, 20___
(City and State)

(Signature)

(Typed or Printed Name)
SECTION 00520

DISABLED VETERAN BUSINESS ENTERPRISE ("DVBE")
PARTICIPATION GOAL

1. **DVBE Participation Policy.** The District is committed to achieving a Participation Goal for Disabled Veteran Business Enterprises ("DVBEs"). Through the DVBE participation program, the District encourages contractors to ensure maximum opportunities for the participation of DVBEs in the Work of the Contract.

2. **Definitions.**

2.1 **Disabled Veteran.** A "Disabled Veteran" means a veteran of the military, naval, or air service of the United States with at least ten percent (10%) service-connected disability who is domiciled in the State of California.

2.2 **Disabled Veteran Business Enterprise.** A "Disabled Veteran Business Enterprise" ("DVBE") means a business enterprise certified by the Office of Small and Minority Business, State of California, Department of General Services, pursuant to Military and Veterans Code §999, or an enterprise certifying that it is a DVBE by meeting all of the following requirements: (a) it is a sole proprietorship at least fifty-one percent (51%) owned by one or more Disabled Veterans, or in the case of a publicly owned business, at least fifty-one percent (51%) of its stock is owned by one or more Disabled Veterans; or a subsidiary wholly owned by a parent corporation, but only if at least fifty-one percent (51%) of the voting stock of the parent corporation is owned by one or more Disabled Veterans; or a joint venture in which at least fifty-one percent (51%) of the joint venture’s management and control and earnings are held by one or more Disabled Veteran(s) provided that the Disabled Veteran(s) exercising management and control of the business enterprise are not required to be the same Disabled Veteran(s) who is/are the equity Owner(s) of the business enterprise; and (c) it is a sole proprietorship, corporation, or partnership with its home office located in the United States and which is not a branch or subsidiary of a foreign corporation, foreign firm, or other foreign-based business. The terms "foreign corporation" "foreign firm" and "foreign-based business" shall be deemed to mean a business entity that is incorporated or which has its principal headquarters located outside the United States of America.

3. **DVBE Participation Goal.** The term "Participation Goal" is a numerically expressed objective for DVBE participation in performing the Work of the Contract. The Participation Goal is not a quota, set-aside or rigid proportion. Through action of the District’s Board of Trustees, the District has established a DVBE Participation Goal of Three Percent (3%) of the total Contract Amount.

4. **Monitoring of DVBE Participation and Submission of Report.**

4.1 **Certification of Participation.** At the time of execution of the contract, the Contractor will provide a statement to the District of anticipated participation of Disabled Veteran Business Enterprises in the contract.

4.2 **Submission of Report.** During performance of the Contract, Contractor shall monitor the Work of the Contract, award of subcontracts and contracts for materials, equipment
and supplies for the purpose of determining DVBE participation in the Work of the Contract. Contractor shall report on a monthly basis all DVBE’s utilized in the performance of the Work, the type or classification of the Work performed by each such DVBE and the dollar value of the Work performed by each such DVBE. In addition, upon completion of the Work of the Contract, Contractor shall submit a report to the District in the form attached hereto identifying all DVBEs utilized in the performance of the Work, the type or classification of the Work performed by each such DVBE and the dollar value of the Work performed by each such DVBE. The submission to the District of such report shall be deemed a condition precedent to the District's obligation to make payment of the Final Payment under the Contract Documents. The submission of such report shall be in addition to, and not in lieu of, any other conditions precedent set forth in the Contract Documents for the District's obligation to make payment of the Final Payment. The District reserves the right to request additional information or documentation from the Contractor evidencing efforts to comply with the DVBE Participation Goal.

4.3 **Contract Audit.** Contractor agrees that the District, or its designee, shall have the right to review, obtain and/or copy any and all writings, materials, documents and other records pertaining to the performance of the Contract. Contractor agrees that the District, or its designee, shall have access to any of Contractor’s premises upon reasonable notice, during usual business hours for the purpose of interviewing employees and inspecting and/or copying such writings, materials, documents and other documents which may be relevant to a matter under investigation for the purpose of determining compliance with the DVBE Participation Goal.

CERTIFICATION – PARTICIPATION OF DISABLED VETERAN BUSINESS ENTERPRISES

I certify that I have read the foregoing SECTION 00520 DISABLED VETERAN BUSINESS ENTERPRISE (“DVBE”) PARTICIPATION GOAL and will comply with the requirements as set forth in this contract.
DVBE PARTICIPATION REPORT

Contractor Name: ________________________________

Project Name: ________________________________

Date: ________________________________

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<tr>
<th>Firm Name of DVBE</th>
<th>Trade/Portion of Work</th>
<th>Value of Work</th>
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Rio Hondo College
Bid No. 2058
Hot Water Supply and Return Pipe Leak Repair Project
Does the cumulative dollar value of the foregoing DVBE participation meet or exceed three percent (3%) of the final Contract Amount, as adjusted by all change orders?

YES  ___________  NO  ___________

If your response is "NO", please attach to this Report a detailed description of the reasons for your failure to achieve the District's DVBE Participation Goal.
SECTION 00530
GUARANTEE

(Contractor’s Name) hereby unconditionally guarantees that the work performed under and pursuant to District’s Contract No. 2058 for the Project known as – “Hot Water Supply and Return Pipe Leak Repair Project” (“Project”) has been done in strict accordance with the requirements of the Contract and therefore further guarantees the work of the contract to be and remain free of defects in workmanship and materials for a period of one (1) year from the date of completion of the contract, unless a longer guarantee period is called for by the Contract Documents, in which case the terms of the longer guarantee shall govern. The Contractor hereby agrees to repair or replace any and all work, together with any other work which may have been damaged or displaced in so doing, that may prove to be not in accordance with the requirements of the Contract or that may be defective in its workmanship or materials within the guarantee period specified, without any expense whatsoever to the District, ordinary wear and tear and unusual abuse and neglect only excepted. The Contractor has provided contract bonds which will remain in full force and effect during the guarantee period.

The Contractor further agrees that within ten (10) calendar days after being notified in writing by the District of any work not in accordance with the requirements of the contract or any defects in the work, he will commence and prosecute with due diligence all work necessary to fulfill the terms of this guarantee, and to complete the work within a reasonable period of time. In the event he fails to so comply, he does hereby authorize the District to proceed to have such work done at the Contractor’s expense and he will pay the cost thereof upon demand. The District shall be entitled to all costs, including reasonable attorneys’ fees, necessarily incurred upon the Contractor’s refusal to pay the above costs.

Notwithstanding the foregoing paragraph, in the event of an emergency constituting an immediate hazard to the health or safety of the employees of the District, or its property or licensees, the District may undertake at the Contractor’s expense without prior notice, all work necessary to correct such hazardous condition when it was caused by the work of the Contractor not being in accordance with the requirements of this contract, or being defective, and to charge the same to the Contractor as specified in the preceding paragraph.

The guarantee set forth herein is not intended by the parties, nor shall it be construed, as in any way limiting or reducing the District’s rights to enforce all terms of the contract referenced hereinabove or the time for enforcement thereof. This guarantee is provided in addition to, and not in lieu of, the District’s rights on such contract.
CONTRACTOR’S SIGNATURE

SUBCONTRACTOR’S SIGNATURE

Representative to be contacted for services:

Name:________________________________________

Address:________________________________________

Phone No.:________________________________________

Fax No.:________________________________________