Request for Proposals (RFP) No. 2080

Material Testing Services
For
Music and Wray Theater Renovation Project

Date Issued: June 18, 2021

Response Closing Date / Time: July 20, 2021 @ 2:00 pm (PST)

Bidders are invited to provide information on products and services for the above-mentioned project by providing a response to this RFP and forwarding it to the address indicated in this document by the date and time prescribed.

NO FAX OR EMAIL PROPOSALS WILL BE ACCEPTED.
1. **Background about Rio Hondo College:**

Rio Hondo Community College District, hereinafter referred to as the District, was established in 1961. The District primarily serves residents of Whittier, El Monte, South El Monte, Pico Rivera, and Santa Fe Springs; residents of unincorporated Los Angeles County; and several cities outside District boundaries. The District provides transfer, vocational, and short-term courses for roughly 15,500 students. The District is fully accredited by Western Association of Schools and Colleges. The District is governed by an independent five-member board of trustees elected every four years by the voters of Los Angeles County. The Superintendent/President of the College serves as the Secretary to the Board of Trustees and is the District’s Chief Executive Officer who is responsible for carrying out the policies approved by the Board of Trustees.

2. **RFP Objective(s):**

The District is soliciting proposals from qualified firms to conduct existing condition evaluation, data collection and material testing for the Music and Wray Theater Renovation Project (See Exhibit A - Statement of Work).

The District goal is to issue a Notice of Intent to Award (NOI) on or before July 26, 2021.

The District will receive responses to this RFP and, if deemed necessary, may conduct individual interviews in order to select firms, which, in the opinion of the District, are best suited to perform the services for the District as described in the Statement of Work (Exhibit A).

Bidder is hereby informed that this RFP is intended as an informal solicitation of Proposal only. It is not intended, nor is it to be construed as engaging in formal competitive bidding pursuant to any statute, ordinance, policy, or regulation.

3. **Contract Type / Term:**

The contract type will be lump sum. The start of the term of the Agreement will be aligned with the awarded Bidder’s proposed timeline, ending **no later** than September 17, 2021.

4. **RFP Schedule:**

The following are the schedule of events for this solicitation:

<table>
<thead>
<tr>
<th>Event</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>RFP Issued</td>
<td>June 18, 2021 (Friday)</td>
</tr>
<tr>
<td>Last Day for Submission of Questions from</td>
<td>July 13, 2021 (Tuesday) @ 2:00 PM (PST)</td>
</tr>
<tr>
<td>Bidders</td>
<td></td>
</tr>
<tr>
<td>Due Date and Time for Submission of Proposal</td>
<td>July 20, 2021 (Tuesday) @ 2:00 PM (PST)</td>
</tr>
</tbody>
</table>

5. **Job Walk:**

A. A mandatory job walk will be conducted. Each Bidder will be required to sign an attendance list which will be used to document their attendance. Proposals from companies who have not signed the attendance form will not be considered for this RFP.
Date: July 7, 2021 (Wednesday)
Time: 10:00 am
Location: Area between Student Services Building and Wray Theater (outside Rio Café).

B. Special Instructions:

1. No compensation or relief from obligations of the contract will be granted due to lack of knowledge of the site or the conditions under which the work will be accomplished, for attendance at the Job Walk or for the preparation of a proposal.
2. Bidder can park at Parking Lot B.
3. Below is link to the RHC Map:
   https://www.riohondo.edu/directions-maps-transportation/
4. Prospective Bidders should arrive 15 minutes early to allow for parking and time to sign-in.

6. Qualification Requirements:

The following qualification standards are preferred by the District to be considered for this award:

- Minimum of five (5) years of experience providing the required services in this RFP.
- Ability to obtain and maintain the insurance required by the District (see Exhibit D - Sample Field Contract).

Bidders should also be able to demonstrate their current capability, credentials and experience to provide the services as described in Section 24.A Bidder Qualifications, Related Experience and References.

7. Preparation of RFP:

Proposals should be completed in all respects as required by the instructions herein. A Proposal may be rejected if it is conditional or incomplete, or if it contains alterations of form or other irregularities of any kind. A Proposal will be rejected if, in the opinion of the District, the information contained therein was intended to erroneously or improperly mislead the District in the evaluation of the Proposal.

8. Dissemination of RFP Information:

A. The District may revise or add to the RFP prior to the deadline for Proposals and, at its own discretion, may extend the deadline for all potential Bidders. Any changes to the RFP will be in the form of a written Addendum issued by the District Contact. Response to any Bidder query will be issued as a Bulletin. Such Addendum/Bulletin issued will be uploaded at the District’s website and shall be made part of this RFP. It is the Bidder’s responsibility to regularly check the District’s website for any Addendum/Bulletin issued.

B. Except as stated in this provision, no other person aside from the District Contact or its designee is authorized to amend any part of this RFP, in any respect, either in writing or by oral statement.

9. District Contact:

All communication should be sent via email and directed to the following District Contact:
Felix G. Sarao  
Director of Contract Management & Vending Services  
3600 Workman Mill Road  
Whittier, CA 90601-1616  
Phone: (562) 908-3493  
Email: fsarao@riohondo.edu

Any requests for information or questions about this RFP are to be sent only to the District Contact above up by 2:00 pm on July 13, 2021.

*Note: When communicating with the District Contact, please indicate in the subject line “RFP No. 2080 Query”*

10. Restriction on Communications:

A. Except as specified in this Section, Bidders are not permitted to communicate with District staff regarding this solicitation during the period between the RFP issue date and the announcement of awards except during:

1) The course of a Bidders’ conference, if conducted; and
2) Oral presentations and site visits, if conducted.

B. If a Bidder is found to be in violation of this provision, the District reserves the right to reject its proposal.

11. Questions Regarding the RFP:

A. All inquiries, questions, and requests for clarification of the contents of this RFP should be sent by email to the District Contact.

B. All inquiries should include:

1) A clear and concise question and reference page number; and
2) References to specific points within this RFP.

C. Questions are due by the date specified in the RFP schedule in Section 4 and 9 of this RFP.

D. Any person(s) other than the District Contact or its designee shall be deemed unauthorized to respond to questions regarding this RFP and may not be relied upon.

12. Errors and Omissions:

A. Each Bidder should fully be familiar with the specifications and requirements of this RFP. The failure or omission of any Bidder to receive or examine any form, instrument, addendum, or other document, shall in no way relieve any Bidder from any obligation with respect to his/her Proposal or to the contract. The submission of a Proposal shall be taken as prima facie evidence of compliance with this section.

B. If Bidder discovers any discrepancy, error, or omission in this RFP or any Attachments, the District should be notified immediately and a written clarification/notification will be issued as a Bulletin. No Bidder will be entitled to additional compensation for any error or discrepancy that appears in the RFP where the District was not notified and a response provided.
13. Submission of Proposals:

A. Bidders should submit their responses to this RFP in a sealed envelope with detailed financial information.

B. Bidder’s response should contain one (1) signed paper copy (bearing original signatures), and one (1) electronic copy on a CD or flash drive, addressed to the District Contact above and identified by affixing a label containing the following information:

   1) Date of the Bidder’s response;
   2) RFP Project Name; and
   3) Name of Bidder’s representative, phone number, and e-mail.

C. Bidders should forward their responses, in conformity with the requirements of this RFP, by the stated deadline to the District Contact above. Business hours are 8:00 am to 4:00 pm (Monday through Friday). The Bidder is responsible for the timely delivery of their response to the District. Bidders assume all risks for any problem(s) in the submission and/or method of delivery chosen. The District assumes no responsibility for any delay caused by any delivery service selected by the Bidder. A proposal that is not received by the due date and time (via hand delivery, mail, courier) will be subject to rejection, at the sole discretion, and in the best interests of the District.

14. RFP Exceptions:

The District will not consider the submission of the Bidder’s standard agreement(s) to be a presentation of exceptions. Every exception request must be stated as such in their proposal in accordance with this Section 14.

A. Technical Exceptions: The Bidder shall clearly describe any and all deviations in its proposal from the functional requirements stated in this RFP and also describe any services that could be made by the Bidder to satisfy those requirements.

B. General Exceptions: The Bidder shall also clearly state its objections, exceptions, or alternatives to the general (non-technical) requirements stated in this RFP. If the Bidder has no general exceptions to present, this fact should be stated in the proposal.

C. Bidders are cautioned that if the District is unwilling or unable to approve a request for exception to the RFP requirements and the Bidder does not withdraw the request, the proposal will be deemed to be non-responsive and ineligible for contract award.

15. General Terms and Conditions:

Exhibit D (Sample Agreement) contains the general terms and conditions for this RFP. The District reserves the right to modify Exhibit D to the extent that it deems necessary either before or during any negotiations with a selected Bidder. Each Bidder is expected to review the general terms and conditions or their objections to specific parts of Exhibit D as a mechanism to expedite the contract negotiation process.

16. Withdrawal of Proposal:

Proposals may be withdrawn by written notice received by the District at any time prior to the submittal deadline.
17. Rejection of Proposal:

Reasons for rejection of proposals by the District include the following:

A. Late proposals will not be accepted;

B. Proposals may be rejected for failure to conform to the rules or requirements contained in the RFP;

C. Failure to sign the proposal;

D. Proof of collusion among Bidders, in which case all proposals involved in the collusive action will be rejected;

E. Noncompliance with applicable law, unauthorized additions or deletions, conditional proposals, incomplete proposals, or irregularities of any kind which may tend to make the proposal incomplete, indefinite or ambiguous as to its meaning; and

F. Provisions reserving the right to accept or reject an award or to enter into a contract containing terms and conditions that are contrary to those in the solicitation.

18. Proposal Acceptance Period:

All proposals shall remain available for District acceptance for a minimum of one hundred and eighty (180) days following the RFP closing date.

19. District Rights:

A. The District reserves the right, at its sole discretion, to negotiate any price or provisions, accept or reject any and all proposals, or any item or part thereof, or to waive any informalities or irregularities in any proposal; amend, withdraw or cancel this RFP at any time without prior notice; postpone proposal openings for its own convenience; and request or obtain additional information about any and all proposal(s), whenever, in the sole opinion of District, such action shall serve its best interests and those of the tax-paying public.

B. Bidders are encouraged to submit their best prices per service in their Proposals, and the District intends to negotiate only with the Bidder(s) whose Proposal most closely meets District’s requirements. The Contract, if any is awarded, will go to the Bidder whose Proposal best meets District’s requirements.

C. The District reserves the right to contract with any Bidder responding to this RFP.

D. The District makes no representation that participation in the RFP process will lead to an award of contract or any consideration whatsoever.

E. The District shall in no event be responsible for the cost of preparing any proposal in response to this RFP.

F. The awarding of the contract, if at all, is at the sole discretion of the District.

20. Disclosure of Records:

A. All proposals, supporting materials and related documentation will become the property of the District.
21. Conflict of Interest:

A. Bidder shall not hire any officer or employee of the District to perform any service under this RFP or any agreement resulting from this RFP.

B. Bidder affirms that to the best of his/her knowledge there exists no actual or potential conflict between Bidder's family, business, or financial interest and the service under this RFP or any agreement resulting from this RFP, and in the event of change in either private interests or service under the award, any question regarding possible conflict of interest which may arise as a result of such change will be raised with the District.

C. Bidder shall not be in a reporting relationship to a District employee who is a near relative, nor shall the near relative be in a decision-making position with respect to the Bidder.

22. Ethics:

A. Bidder shall exercise extreme care and due diligence to prevent any action or conditions which could result in conflict with the best interest of the District.

B. Throughout the term of any agreement resulting from this RFP, Bidder shall not:

1) Accept any employment or engage in any work which creates a conflict of interest with the District or in any way compromises the work to be performed under this RFP or any agreement resulting from this RFP.

2) Offer gifts, entertainment, payment, loans, or other gratuities or consideration to District employees, their families, other suppliers, subcontractors, or other third (3rd) parties for the purpose of influencing such persons to act contrary to the District’s interest or for personal gain.

C. Bidder shall immediately notify the District of any and all such violations of this clause upon becoming aware of such violations.

23. Proposal Format:

Bidder’s Response to the RFP should be prepared in a concise and economical format, providing a straightforward description of the information requested. If there are any required specifications that may not be applicable to the Bidder’s proposed product/services, the Bidder should mark the requirement as “Non-Applicable” and include the section in the Bidder’s Response.

24. Proposal Content:

Bidders should include the following as part of their response to the RFP:

1) Bidder Qualifications, Related Experience and References
2) Project Plan
3) Proposed Staffing and Project Organization
4) Financial Proposal (Exhibit B)
5) Bidder Information (Exhibit C)
6) References
7) Exhibit E - Non Collusion Declaration
8) Exhibit F - Equal Opportunity Affirmative Action Statement
9) Exhibit G - Bidder’s Certificate Regarding Workers Compensation

A. Bidder Qualifications, Related Experience and References

This section of the proposal should provide a general description of the Bidder’s background, nature of business activities, and verifiable experience providing the required products and/or services. It should explain the ability of the Bidder to satisfactorily perform the required work; such as:

1. Credentials and experience related to energy efficiency analysis and life cycle cost analysis. Bidder should include a list of specific projects the firm has completed in the past five (5) years. (This should include the project name, owner, dates of the period of service, and dollar value of the services performed by the firm.)
2. Credentials for mechanical systems, design and engineering.
3. Experience on projects involving central plant design and infrastructure piping, including all mechanical and electrical systems and distribution piping throughout a campus or building complex. (This should include the project name, owner, dates of the period of service, and dollar value of the services performed by the firm).
4. Experience related to Division of the State Architect (DSA) approval and administration.
5. Experience related to Community College Districts administration.
6. Experience performing comprehensive building retro-commissioning for existing HVAC systems with integrated Energy Management System (EMS) controls, central utility plants, electrical and lighting, plumbing and hot water boiler systems.
7. Evidence and description of Financial and Operational capacity to support the services required by the District.

B. Project Plan

This section should describe Bidder’s overall strategy for achieving the requirements in the Project Scope of Work (see Exhibit A - Statement of Work).

The Bidder should provide an estimated timeline for the completion of the Project.

C. Proposed Staffing and Project Organization

This section of the proposal should include resumes of Bidder’s key personnel to be assigned to the project, with information on their roles and responsibilities and project organizational chart. All professionals should be experienced, and if required, licensed, certified, or registered in their areas of expertise. The project organization chart should clearly delineate communication/reporting relationships among the project staff, including sub-contractor(s) (if applicable). All key staff will be named in the proposal. Bidder should include a statement that key personnel will be available to the extent proposed for the duration of the project and, acknowledge that no person designated as key personnel shall be removed or replaced without the prior written concurrence of the District.

NOTE: Bidder should identify any sub-consultants(s) and/or sub-contractor (s) it intends to utilize in the performance of its services.
D. **Financial Proposal**

1. Bidders must submit their Financial Proposal (“Base Bid”) using the form entitled “Financial Proposal Form” in Exhibit B of this RFP. Bidder may submit the costs and/or fees as a lump sum or in a payment schedule format that is aligned with any project phase(s) or milestone(s). Unit pricing for any additional service(s) should also be included.

2. “Base Bid” is the Bidder’s total costs (labor, materials & equipment) in providing the required services and using as references the factors provided in this form to compute the Base Bid.

3. The Financial Proposal Form must be signed by an authorized representative of the Bidder’s organization and returned with the Bidder’s proposal.

E. **Bidder Information**

Bidder should fill up the requested information on Exhibit C: Bidder Information.

F. **References**

Bidder should provide information on its recent three (3) projects that are relative to the requirements of this RFP. Bidder should specify the name of the client, the contact person (including phone number and email address), and the number.

27. **Method of Evaluation:**

A. Proposals will be evaluated by the District based on the response to the information requested above and the following weights are assigned for evaluation purposes:

- Technical Evaluation : 55 %
- Cost and/or Fees : 45 %

B. All proposals will be examined for merit and ranked according to quality and responsiveness. The top proposals (up to a maximum of five) may be called for interviews. If interviews are conducted, Bidder team members giving the presentation shall consist of those who will actually direct, execute, and complete the planning process. The firm or firms selected as first choice will be notified and asked to negotiate final terms of the contract with the District Superintendent/President or her representative. The contract will be forwarded to the Board of Trustees for approval and authorization.

C. The District has the sole authority to select the final consultant(s)/firm(s), and reserves the right to reject any and all submittals, or any portion thereof. The District further reserves, at its sole discretion, the right to negotiate any and all cost factors and/or aspects regarding the scope of work.

D. This RFP does not obligate the District to contract for the services specified herein. The final selection, if any, will be the proposal, which in the opinion of the District best meets the requirements set forth in this RFP and is in the best interest of the District. The District is not obligated to select the lowest priced proposal. The District shall not be responsible for any costs associated with a Bidder’s preparation of a proposal in response to this RFP.

E. The Bidder selected to perform the duties as outlined in this RFP will be required to sign an Agreement (Refer to Exhibit D). Bidders should not propose their own standard contract, or
terms and conditions in response to this RFP. Any Bidder objection, exception or alternative to the Agreement and requirements provided in this RFP should be submitted together with the proposal and is subject for review and acceptance by the District. The District reserves the right to modify the Agreement to the extent that it deems necessary either before or during any negotiations with a selected Bidder.

28. District Practice on Debriefing of RFP Applicants:

The District does not provide debriefing to Bidder(s) who were not selected either for an interview short list or for recommendation to the Board of Trustees for award of contract. This practice helps maintain the confidentiality of the selection process. The District appreciates interested Bidders to honor this practice and looks forward to future opportunities for doing business with Bidders.

29. Incorporated Documents:

A. Any contract awarded pursuant to this RFP will incorporate the requirements and specifications contained in this RFP, any addenda to this RFP issued by the District, as well as the contents of the Bidder's proposal as accepted by the District.

B. The following exhibits shall also apply and incorporated by reference:

1) Exhibit A: Statement of Work
2) Exhibit B: Financial Proposal Form
3) Exhibit C: Bidder Information
4) Exhibit D: Sample Field Contract
5) Exhibit E: Non Collusion Affidavit
6) Exhibit F: Equal Opportunity Affirmative Action Statement
7) Exhibit G: Bidder’s Certificate Regarding Workers Compensation
8) Exhibit H: REH Report
9) Exhibit I: DIR Registration
10) Exhibit J: Performance Bond
11) Exhibit K: Labor and Material Payment Bond
12) Exhibit L: Subcontractor’s List
13) Appendix A-1: Steel Beam Test Locations
14) Appendix A-2: Wide Flange Beam Test Locations
15) Appendix B: Concrete Core Test Locations
16) Appendix C: CMU Core Test Locations

Thank you for considering this solicitation.
EXHIBIT A: Statement of Work
RFP No. 2080 Material Testing Services for Music and Wray Theater Renovation Project

A. Scope.

Contractor shall conduct existing condition evaluation, data collection and material testing for the Music and Wray Theater Renovation Project using as reference the proposed Data Collection Summary described below.

NOTE:

**Proposed Data Collection Program Summary**

*(NOTE: Refer to Appendix D - REH Report for complete “Rehabilitation Project Evaluation & Design Criteria Report” for all ASCE and Appendices references)*

1. **Data Collection and Material Testing Program**
   a) Data Collection: Data Collection in accordance with ASCE 41 Section 6.2 shall meet the “Usual” level data collection.
   b) Material Testing requirement
      i. Testing agency shall determine the necessary size of the coupon for test and repair the removed section with equal or better by the District contractor.

2. **Material Testing**
   a) **Structural Steel**
      i. Structural Steel: 9.2.2.4.1 Usual testing for Structural Steel (See Appendix A-1 & A-2 for test locations).
         a. Incomplete document, therefore at least one (1) strength coupon from:
            1) Each structural steel component type will be removed for testing.
            2) Weld metal sample for each component type
               i. Beams, Columns, Base Plates, Braces, Angles, etc.
      b. Testing agency should decide the locations of the beams (from the attached as-built structural drawings) to test the structural steel listed below:
      c. Material testing to be conducted to obtain the following material properties.
1) Yield and tensile strength of base material.
2) Yield and tensile strength of the connection material.
3) Carbon equivalent of the base and connection material.

b) Cold-Formed Steel

i. Cold Form Steel: 9.2.2.4.3 Usual testing for Cold Form Steel

a. Material testing for:

1) Tensile testing of the material by taking coupon.
2) Roof and Floor light weight (110 pcf) concrete filled deck, bare deck at catwalk.

   i. High and low roof Steel Deck - 1 1/2” Inland 20 GA, Type B galv. steel deck (5 locations).
   ii. Catwalk – 1 1/2” Inland 18 ga Type B deck (2 locations).

c) Concrete

i. Concrete: 10.2.2.4.1 Usual testing for Concrete (See Appendix B for test locations):

a. At least one (1) core will be taken from each type of seismic force resisting component, for this project, Shear Walls, Foundation, Lightweight concrete (110 #) fill roof and floor.

   1) Minimum six (6) cores for entire building.
   2) The suggested location of the testing will be at the wall to be removed for new opening(s) and walls being removed permanently. (See Appendix B)
   3) Concrete Walls, shallow continuous footing and pad footing, and concrete fill on the metal deck.

b. Reinforcement:

   1) At least two (2) strength test coupons from the entire building.
   2) The suggested location of the testing will be at the wall removed for new opening(s) and being demolished permanently (same locations as concrete core testing).
   3) Concrete walls, shallow continuous footing, pad footing.

   c. Cast in place anchors and post installed anchors

   1) 5% of the anchor (min. 3) of each anchor group will be tested in place in tension. Testing load for each group is as follow based on the anticipated demand. The 2/3 of the test load will be used for the final retrofit calculation (10.2.2.4.1.5).

      i. Column base.
      ii. Beam anchor.
iii. Provide Testing property - a coefficient of variation exceeding 20%.

d. Material testing to be conducted to obtain the following material properties
   Material testing for:
   1) Concrete Compressive strength.
   2) Yield and ultimate strength of the conventional reinforcing steel.

d) CMU / Brick

   i. Masonry: Usual Testing – 11.2.3.9.1 Reinforced Masonry based on existing document review
      a. At least one (1) test on each type of component,
         1) Minimum of six (6) cores for entire building (See Appendix C).
      b. Reinforcement:
         1) At least two (2) strength coupons.
         2) The suggested location of the testing will be at the wall removed for new opening(s) and being demolished permanently (same locations as masonry core testing).
      c. Material testing to be conducted to obtain the following material properties
         Material testing for:
         1) CMU/ Brick Compressive strength
         2) Yield and ultimate strength of the conventional reinforcing steel
         3) Anchor bolt: test as-installed anchor for minimum two (2) kips of pull value (2 places per unit).

B. Service Requirements and Deliverables.

   1. Prepare and submit project schedule for District review and approval within five (5) calendar days of notice of intent to award.
   2. Prepare and submit remediation schedule for sampling sites for District review and approval within five (5) calendar days of notice of intent to award.
   3. Prepare and submit final testing report to District no later than September 17, 2021.

C. Period of Performance: Thirty-five (35) calendar days from NTP.

D. Special Conditions:

   1. The following are required prior to start of Work if marked with an “X”.

<table>
<thead>
<tr>
<th></th>
<th>Performance Bond</th>
</tr>
</thead>
<tbody>
<tr>
<td>X</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th></th>
<th>Payment Bond</th>
</tr>
</thead>
<tbody>
<tr>
<td>X</td>
<td></td>
</tr>
</tbody>
</table>
2. Unless exempted by the DIR under SB 96, Contractor shall ensure that its subcontractor(s) (including lower tier subcontractors) are registered with the DIR prior to start of Work.

3. If Contractor and subcontractor(s) (including lower tier subcontractors) are exempt from DIR registration per SB 96 for this Project, Contractor and subcontractor(s) shall prepare Certified Payroll Records (CPRs) and retain for three (3) years from end of project whether or not CPRs are submitted to the District.

4. Contractor shall not be given any time extension or additional adjustment to the contract amount if the DIR issues a stop order to Contractor's subcontractor(s) including lower tier subcontractors for not being registered with the DIR.

5. Contractor shall guarantee all labor and materials used in performance of this Contract for a period of 365-days from date of acceptance by the District.

6. California State Tax Withholding for NON-Residents of California.

   It is mutually understood that if Contractor is a Nonresident of California, which may include California Nonresidents, corporations, limited liability companies, non-profits, and partnerships that do not have a permanent place of business in the State of California, the District is obligated to abide by California Franchise Tax Board (FTB) withholding requirements. The District is required to withhold from all payments or distributions of California source income made to a Nonresident when payments or distributions are greater than One Thousand Five Hundred Dollars ($1,500) for the calendar year unless the District receives authorization for a waiver or a reduced withholding rate from the Franchise Tax Board. As of January 1, 2008, the standard withholding amount for all payments to Nonresident California Contractors is Seven Percent (7%). District will deduct the amount ordered by the State of California from the payment hereunder and will pay such amount directly to the Contractor's California State Income Tax Account, settlement of which must be made by Contractor directly with the State of California through Withholding Coordinator, Franchise Tax Board, PO Box 651, Sacramento, California, 95812-0651; telephone (916) 845-6262. Completion and submission of the appropriate form shall be the obligation of the Nonresident Contractor and Contractor shall defend, indemnify and hold harmless the District against any loss, expense, or liability arising out of Contractor's acts or omissions with respect to this nonresident requirement. Contractor shall provide all necessary documentation and information to help District comply with all tax requirements related to California nonresidents.
EXHIBIT B: Financial Proposal Form  
RFP No. 2080 Material Testing Services for Music and Wray Theater Renovation Project  

TO: Rio Hondo Community College  
FROM: Name of Bidder  

A. BASE BID:  

<table>
<thead>
<tr>
<th>Fees</th>
<th>$</th>
</tr>
</thead>
<tbody>
<tr>
<td>Reimbursable expense(s) (if applicable)</td>
<td>$</td>
</tr>
<tr>
<td>Project Allowance</td>
<td>$</td>
</tr>
<tr>
<td>Total Amount:</td>
<td>$</td>
</tr>
</tbody>
</table>

(Amount in Figures)  

Note: If Bidder would like to submit a payment schedule aligned with proposed project phases or milestones, please attach to this form.  

This form should be signed in below by an authorized representative of the Bidder’s organization and returned with the Bidder’s proposal.  

By: ________________________  
Signature  
__________________________  
Name of Bidder’s Representative  
__________________________  
Position
EXHIBIT C: Bidder Information
RFP No. 2080 Material Testing Services for Music and Wray Theater Renovation Project

Bidder should fill out the following:

Authorized Representative (Name & Position):
________________________________________

Company Name:
________________________________________________________________

Address:
_______________________________________________________________________

Phone:
________________________________________________________________________

Email:
________________________________________________________________________
Rio Hondo Community College District
Field Contract

CONTRACT# RHCXXXX-XXXX

This Contract made and entered into this XXth day of XXXX, XXXX, by and between the Rio Hondo Community College District (“District”), herein after called the “District” and XXXXXXXXXXX, hereinafter called the “Contractor.”

WITNESSETH: The parties do hereby Contract and agree as follows:

The Contractor shall furnish to the District in the amount of $X,XXX.XX the following (the Work): XXXXXXXXXXX and provide all time, labor and materials required to do the Work; as described in Exhibit A (“Statement of Work”).

1. Payment to be made upon satisfactory completion and acceptance of work and receipt of invoice, net 30-days.
2. Inspection shall be performed by the Authorized District representative.
3. For this Contract, time is of the essence.
5. Incorporated Documents:

The following documents are attached hereto by reference:

A. Rio Hondo College Terms and Conditions (updated 10/27/2020)
B. RFP No. 2080: Material testing Services for Music and Wray Theater Renovation Project (including all Exhibits and Appendices)
C. Rio Hondo College PO No. XXXXXXXXXXX

6. Entire Contract. This Agreement and the Incorporated Documents listed in Article 5 above constitute the entire contract between the parties and supersedes all prior written or oral agreements with respect to the subject matter herein. The terms and conditions of this Agreement shall govern over conflicting terms and conditions stated in any order form(s), attachment(s), appendix, exhibit(s), proposal(s), statement of work or other document related to this Agreement. Any modification to this Agreement must be on Amendment forms and signed by both parties.

Contractor:

By: ____________________________
   (signature)
   ____________________________
   (printed name and title)

Phone __________ Fax __________

DIR Registration No: License No:

Rio Hondo Community College District:

By: ____________________________

Stephen Kibui
VP, Finance and Business

Rio Hondo Community College District
3600 Workman Mill Road
Whittier, CA 90601-1699          Phone (562) 908-7088

Revised 10/27/2020
1. **EQUIPMENT AND LABOR:*** The Contractor shall furnish all tools, equipment, apparatus, facilities, transportation, labor and materials necessary to furnish the service herein described, the service too be performed at such times and places as directed by and subject to the approval of the authorized District Representative indicated.

2. **SUBCONTRACTORS:*** Subcontractors shall perform their respective obligations without the prior approval of the District. Contractor shall be held responsible for all operations of subcontractors and shall require them to maintain adequate Workers’ Compensation and public liability insurance.

3. **SAFETY AND SECURITY:*** It shall be the responsibility of the Contractor to ascertain from the District, the rules and regulations pertaining to safety, security and driving on District property, particularly when students are present.

4. **DEFAULT BY CONTRACTOR:*** Failure to comply with any of the terms and/or conditions of this contract shall constitute default by the Contractor. The District may terminate the Contract immediately upon default of Contractor.

5. **TERMINATION FOR CONVENIENCE BY THE DISTRICT.*** The District may at any time, in its sole and exclusive discretion, by written notice to the Contractor, terminate the Contract or the Contractor’s performance of the Contract, in whole or in part, when it is in the interest of, or for the convenience of, the District. In such case, the Contractor shall be entitled to payment for: (i) Work actually performed and in place as of the effective date of such termination for convenience of the District, with a reasonable allowance for profit and overhead on such Work, and (ii) reasonable termination expenses for reasonable protection of Work in place and suitable storage and protection of materials and equipment delivered to the site of the Work but not yet incorporated into the Work, provided that such payments exclusive of termination expenses shall not exceed the total Contract Price as reduced by payments previously made to the Contractor and as further reduced by the value of the Work as not yet completed. The Contractor shall not be entitled to profit and overhead on Work which was not performed as of the effective date of the termination for convenience of the District, for any other damages, direct or indirect, which Contractor or anyone claiming through Contractor alleges resulted from the District’s election to terminate under this Article 5 or where a termination under Article 4 has been converted to a termination for convenience.

6. **CONTACT CHANGES:** No changes or alterations to this Contract shall be made without specific prior approval by the District; and in no event shall the change or alteration exceed 10% of the Contract price, or $15,000 whichever is greater.

7. **DOCUMENT CONFLICT:*** In case of conflict between specifications and drawings and/or actual site conditions, work shall immediately cease until a District representative resolves conflict. This document and any attachments hereto represent the entire Contract and shall be enforced and interpreted under the laws of the State of California. In the event any provision of the Contract shall be held invalid, the remainder of this Contract shall be enforceable to the full force and effect.

8. **WORKMEN:** Contractor shall at all times enforce strict discipline and good order among his employees and shall not employ on work any unfit person or anyone not fully skilled, and all contract shall conform to the highest professional standard. Any person in the employ of the Contractor whom the District may deem incompetent or unfit shall be dismissed from work and shall not again be employed on it except with written consent of the District.

9. **SUBSTITUTIONS:** No Substitutions of materials specified shall be made without the prior approval of the District.

10. **CONTRACTOR’S SUPERVISION:** Contractor shall provide competent supervision of personnel employed on the job, use of equipment and quality of workmanship.

11. **PROTECTION OF WORK AND PROPERTY:** The Contractor shall erect and properly maintain at all times, as required by conditions and progress of work, all necessary safeguards, signs, barriers, lights and watchmen for protection of workers and the public and shall post danger signs warning against hazards created by such features in the course of construction. In an emergency affecting life and safety or life or of work or of adjoining property, Contractor, without special instruction or authorization from District, is hereby permitted to act at his discretion, to prevent such threatened loss or injury too person or property.

12. **ACCESS TO WORK:** The Contractor shall ensure that during preparation or progress of the Contract execution, District personnel or representatives shall at all times have reasonable access to work, and the Contractor shall further provide safe and proper facilities for such access.

13. **OCCUPANCY:** District reserves the right to occupy buildings at anytime before Contract completion, and such occupancy shall not extend the date specified for completion of the work.

14. **ASSIGNMENT OF CONTRACT AND/OR PURCHASE ORDER:** The Contractor shall not assign or transfer by operation of law or otherwise, any or all of its rights, duties, or obligations without the prior written consent of the District.

15. **FORCE MAJEURE CLAUSE:** The parties to this Contract shall be excused from performance hereunder during the time and to the extent that they are prevented from obtaining, delivering or performing by act of GOD, fire, strike, loss, or shortage of transportation facilities, lock-out, commandeering of materials, products, plants or facilities by the government, when satisfactory evidence thereof is presented to the other, provided that it is satisfactorily established that the nonperformance is not due to the fault or neglect of the party not performing.

16. **HOLD HARMLESS CLAUSE:** a) The Contractor shall save and hold harmless, and indemnify the District, its officers, governing board members, employees and agents from every claim or demand made, and every liability, loss, damage, or expense, of any nature whatsoever, arising out or in any way connected with Contractor’s work under this Contract, except for liability resulting from the negligence or willful misconduct of the District, its officers, governing board members, employees, agents or independent contractors who are directly employed by the District. B) The Contractor at its own expense, cost and risk, shall defend any and all actions, suits, or other proceedings that may be brought or instituted against the District, its officers, governing board members, employees or agents, or such claim, demand, liability, loss, damage or expense, and shall provide the District with any and all judgment that may be rendered against the District. Its officers, governing board members, employees or agents in any action suit or other proceeding as a result of the Contractors work described under this contract.

17. **INSURANCE:** The Contractor shall maintain adequate insurance for protection from claims under Workers’ Compensation Acts, and from claims for damages for personal injury, including death, and damage to property, Contractor, without special instruction or authorization from the District, is hereby permitted to act at his discretion, to prevent such claim, demand, liability, loss, damage or expense, and shall provide the District with any and all judgment that may be rendered against the District. Its officers, governing board members, employees or agents in any action suit or other proceeding as a result of the Contractors work described under this contract.

18. **INVOICING:** Unless otherwise specified, the Contractor shall render invoices in duplicate for materials delivered or services performed under this Contract. Invoice must bear either contract or PO number. The District shall make payment for materials, supplies or other services furnished under this Contract within a reasonable and proper time after acceptance thereof by the authorized District representative.

19. **PERMITS AND LICENSES:** The Contractor and all of the Contractor’s employees or agents shall secure and maintain in force such licenses and permits as are required by law, in connection with the furnishing of materials, supplies and services herein listed.

20. **CONTRACTOR, WORKER AND EMPLOYEE OR AGENT OF THE DISTRICT:** While engaged in carrying out the terms and conditions of this Contract, the Contractor is an independent Contractor, and not an officer, employee or agent of the District.

21. **ANTI-DISCRIMINATION:** It is the policy of the Rio Hondo Community College District that in connection with all work performed under construction and purchasing contracts, there be no discrimination against any employee engaged in the work because of race, color, ancestry, sex, national origin, or religious creed; and therefore the Contractor agrees to comply with applicable Federal and California laws including, but not limited to the California Fair Employment Practice Act, beginning the Labor Code §1735. In addition, the Contractor agrees to require like compliance by all subcontractors employed on the work in connection with this Contract.

22. **LABOR CODE:** Contractor shall comply with the applicable provisions of the Labor Code, Division 2, Part 7, Ch. 1 Articles 1-5, including the payment of the general prevailing rates. Copies of the prevailing rate of per diem wages are on file in the District’s Contract Management and Vendor Services Office. Contractor shall maintain for audit by the District, certified payroll records applicable to this Contract, stating wage rates, trades, payroll payment, and employer signatures. Copies of these records shall be furnished to the District upon request.

23. **CLEAN UP:** This Site shall be free of debris at all times when work is not actually being performed. Use of District trash bins is strictly prohibited.

24. **PROVISIONS REQUIRED BY LAW:** Each and every provision of law and clause required to be inserted into this Contract shall be deemed to be inserted herein and this Contract shall be read and enforced as though it were included herein.
Exhibit A
Field Services Contract No. XXXXXX-XXXX
Statement of Work

NOTE: See RFP No. 2080: Material Testing Services for Music and Wray theater Renovation Project.
EXHIBIT E : NON-COLLUSION DECLARATION
RFP No. 2080 Material Testing Services for Music and Wray Theater Renovation Project

State of California )
 ) ss.

County of __________)

____________________________________, being first duly sworn, deposes and says that he or she is

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

I certify (or declare) under penalty of perjury that the foregoing is true and correct and is executed
this____  ____day of______, 2021.

____________________________________
Name of individual, company or corporation

By: _________________________________

Title: _______________________________

Address: ____________________________

____________________________________
City State Zip Code
EXHIBIT F: EQUAL OPPORTUNITY AFFIRMATIVE ACTION STATEMENT
RFP No. 2080 Material Testing Services for Music and Wray Theater Renovation Project

Proposer hereby certifies that in performing work or providing products for the District, there shall be no discrimination in its hiring or employment practices because of age, sex, race, color, ancestry, national origin, religious creed, physical handicap, medical condition, marital status, or sexual orientation, except as provided for in Section 12940 of the California Government Code. Proposer shall comply with applicable federal and California anti-discrimination laws, including but not limited to the California Fair Employment and Housing Act, beginning with Section 12900 of the California Government Code.

IN WITNESS WHEREOF, the undersigned has executed this Certificate of Non-Discrimination this ___ day of ___, 2021.

Name of individual, company or corporation

By: ________________________________

Title: ________________________________

Address: ________________________________

City State Zip Code

(Corporate Seal)
EXHIBIT G : Bidder’s Certificate Regarding Worker’s Compensation
RFP No. 2080 Material Testing Services for Music and Wray Theater Renovation Project

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:

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

b) By securing from the Director of Industrial Relations a certificate of consent to self-insure, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his employees.

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

________________________________________________________________________
Name of individual, company or corporation

By: ________________________________

(Corporate Seal)

Title: ________________________________

Address: ____________________________

City   State   Zip Code

(In accordance with Article 5 (commencing at Section 1860), Chapter 1, Part 7, Division 2 of the Labor Code, the above certificate must be signed and filed with the awarding body prior to performing any work under this contract.)
EXHIBIT H: Certification of Contractor and Subcontractor Division of Industrial Relations (DIR) Registration
RFP No. 2080 Material Testing Services for Music and Wray Theater Renovation Project

Pursuant to Labor Code Section 1725.5, a contractor or subcontractor must be registered with the Department of Industrial relations in order to bid on, to be listed in a bid proposal or to engage in the performance of any defined public work contract.

I__________________________________, __________________________________ certify that
(Name)  (Title)
_________________________________ is currently registered as a contractor with the Department
of Industrial Relations (DIR):

   Contractor’s DIR Registration Number ____________________________

   Expiration date June 30, 20__

Contract further acknowledges:

1. Contractor shall maintain DIR registered status for the duration of the project without a gap in registration.
2. Contractor shall note in its invitation to bid the DIR’s registration requirement for all subcontractors and their subcontractors.
3. Contractor shall ensure that all subcontractors are registered at time of bid opening and maintain registered status for the duration of the project.
4. Contractor is to furnish DIR Registration Number for all subcontractors on the project within 24 hours of the bid opening.
5. Contractor shall substitute any subcontractor with a DIR registered contractor if listed subcontractor is unable to perform the work.

Failure to comply with any of the above may result in a determination of non-responsiveness.

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

_____________________________________
Signature

_____________________________________
Date
EXHIBIT I: Performance Bond
RFP No. 2080 Material Testing Services for Music and Wray Theater Renovation Project

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: RFP No. 2080: Material Testing Services for and Wray Theater Renovation Project.

WHEREAS, the Principal, on or about ________________, 2021, 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 ____________, 2021 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)
EXHIBIT J: LABOR AND MATERIAL PAYMENT BOND
RFP No. 2080 Material Testing Services for Music and Wray Theater Renovation Project

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 resolution of its Board of Trustees, has awarded to the Principal a
Contract for the work commonly described as: RFP No. 2080: Material Testing Services for and
Wray Theater Renovation Project.

WHEREAS, the Principal, on or about __________________, 2021, 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 ___, 2021 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) __________________________________________________________________
# EXHIBIT K

## SUBCONTRACTORS’ LIST

**RFP No. 2080: Material Testing Services for Music and Wray Theater Renovation Project**

<table>
<thead>
<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. CSLB License No.</th>
<th>5. DIR No.</th>
<th>6. $ Value of Work</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Name of Bidder: _______________________________**

**Authorized Signature: __________________________**

[Duplicate and attach additional page(s) as required.]