RIO HONDO COMMUNITY COLLEGE

Re-Roofing of Science Building Project

Bid Package Number #2090
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THE FOLLOWING ITEMS MUST BE SUBMITTED WITH YOUR BID PROPOSAL

A. ________ Bid Proposal
B. ________ Bid Bond
C. ________ Subcontractors List
D. ________ Non-Collusion Declaration
E. ________ DIR Registration
F. ________ Statement of Bidder’s Qualifications
G. ________ Certificate of Workers Compensation Insurance
H. ________ Drug-Free Workplace Certification
I. ________ DVBE

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.
NOTICE IS HEREBY GIVEN that the Governing Board of Rio Hondo Community College District ("District") is inviting qualified and experienced contractors to submit sealed bids for the construction project described below.

PROJECT NAME: Re-Roofing of Science Building Project.

JOB WALK: MANDATORY
Date: December 19, 2022 (Mon), at 10:00 am PST
Location: Breezeway Area near Security Office, Administration Building.
Rio Hondo College, 3600 Workman Mill Road, Whittier, CA 90601

Below is link to the RHC Map:
https://www.riohondo.edu/directions-maps-transportation/

Prospective Bidders should arrive 15 minutes early to allow for parking and time to sign-in.

BID DOCUMENTS: Bid documents available for download at:

PROJECT ESTIMATE: $ 850,000.00

PLACE FOR SUBMITTING BIDS: Bids must be delivered to the District at the following location: 3600 Workman Mill Road, Administration Building, Room A-122, Whittier, CA 90601. Attention: Felix G. Sarao, Director, Contract Management and Vending Services

BID DEADLINE: Bids must be delivered to and received by the District at the location specified above as the place for submitting bids not later than the date and time specified below, at which time the District will publicly open and read all bids. Any bid received by the District after the Bid Deadline shall be returned to the bidder unopened. Bids must be received by the District no later than the following Bid Deadline: January 13, 2023 (Fri) @ 11:00 am PST.

PREVAILING WAGE: This is a prevailing wage project.

REQUIRED CONTRACTORS LICENSE: C-39

THIS IS NOT A PLA PROJECT.

REQUEST FOR INFORMATION (“RFI”): RFI’s must be submitted in writing via email only to Felix G. Sarao, at purchasing@riohondo.edu, by December 22, 2022 (Thu), at 2:30 p.m. No phone calls will be accepted. The District will issue an addendum or bulletin as response to all question(s) and request(s) for clarification received.

Felix Sarao
Director of Contract Management & Vending Services
Rio Hondo Community College District
Whittier, CA 90601
Phone: (562) 908-3493
Email: purchasing@riohondo.edu

Publish: December 5, 2022 and December 12, 2022
• San Gabriel Valley Tribune
INSTRUCTIONS FOR BIDDERS

WARNING: READ THESE INSTRUCTIONS FOR BIDDERS AND OTHER CONTRACT DOCUMENTS CAREFULLY. DO NOT ASSUME THAT THE DOCUMENTS ARE THE SAME AS SIMILAR DOCUMENTS YOU MAY HAVE SEEN, EVEN IF PREVIOUSLY PROVIDED BY THE DISTRICT.

1. **Review of Plans and Specifications.** Each bidder, at its own expense and prior to submitting its bid, shall thoroughly review and become familiar with all of the plans and specifications for the Project. A bidder is required to review the plans and specifications only in its capacity as a contractor, not as a licensed design professional. Each bidder must report to the District any errors or omissions in the plans and specifications revealed through such review.

2. **Examination of Project Site and Contract Documents.** Each bidder, at its own expense and prior to submitting its bid, shall visit the site of the Project and become fully acquainted with the conditions relating to the construction and labor so that the bidder fully understands the facilities, difficulties, and restrictions attending the execution of the work under the contract. Subject to District approval and evidence satisfactory to the District of adequate insurance coverage, any bidder that has attended the Mandatory Pre-Bid Conference specified in the Notice Inviting Bids, at its sole cost, may subsequently conduct additional site visits or inspections. These Instructions for Bidders do not constitute a comprehensive statement of all requirements applicable to the Project; therefore, each bidder shall thoroughly examine and become familiar with the drawings, specifications, form of agreement, forms of the required bonds, insurance endorsements and other “Contract Documents” defined in the Form of Agreement. A bidder’s failure to obtain and/or thoroughly examine any drawing, specification, form, instrument, addendum or other contract document, or to visit the site and become acquainted with conditions there existing, shall not relieve the bidder from any obligations with respect to its bid or the contract. The submission of a bid shall be taken as a representation and warranty by the bidder that it has complied with the requirements of this Section. At no time after submitting a bid may the bidder dispute, complain, or assert that there were any misunderstandings with regard to the nature or amount of work to be done in connection with the Project.

3. **Interpretation of Contract Documents.** If a bidder is in doubt as to the true meaning of any part of the Contract Documents, or finds discrepancies in or omissions from the drawings and specifications, the bidder may submit to the District a written request for an interpretation or correction thereof. The bidder submitting the request shall be responsible for its prompt delivery. Prior to the opening of bids, interpretations or corrections of the Contract Documents will be made only by addendum duly issued by the architect. Copies of each addendum will be mailed or delivered to each contractor that has obtained a copy of the bid documents. No person is authorized to provide any oral interpretation of any provision in the Contract Documents, and no oral interpretation shall be binding on the District. If discrepancies in or conflicts between the drawings and specifications are not addressed in any addenda, the bidder shall include in its bid the methods of construction and/or materials resulting in the higher bid amount.

4. **Ethics in Bidding.** The District expects each bidder to maintain high ethical standards with respect to bidding on the Project. Prior to the award of a contract for the Project, no bidder shall disclose the amount of any prospective subcontractor’s bid or proposal, or any element thereof, to any other prospective subcontractor. Bidders shall not engage in or permit the unethical and unfair practices commonly referred to as bid shopping (e.g., the bidder uses a subcontractor’s proposal in attempts to obtain a lower-cost proposal from another subcontractor) and bid peddling (e.g., a subcontractor attempts to obtain a job by offering to work for less than the amount specified in another subcontractor’s proposal). If the District determines prior to opening of bids that any bidder has violated any of the foregoing requirements or any other prohibitions set forth in the Subletting and Subcontracting Fair Practices Act (Public Contract Code Section 4100 et seq.), the
District may reject the bidder’s bid as non-responsive and report the bidder’s actions to the Contractors State License Board.

5. **Contractor Licensing.** Each bidder must be properly licensed in the State of California and “in good standing” at the time of submitting its bid to the District. Failure to satisfy this requirement shall result in the bidder being deemed non-responsive and the bidder will be disqualified from work on the Project. Each bidder must clearly specify its California contractor’s license number where indicated in the bid form. The bidder to which the District awards a contract for the Project must maintain the required license(s) specified in the Notice Inviting Bids throughout the duration of the Project.

6. **Listing Subcontractors.** As required pursuant to the Subletting and Subcontracting Fair Practices Act, each bidder shall submit with its bid a list of the names, license numbers, DIR registration numbers, if the project is a public works project in excess of $25,000 or a maintenance project in excess of $15,000, and locations of the places of business of each subcontractor that will perform work or labor or render service to the bidder in or about the Project, or that, under subcontract to the bidder, will specially fabricate and install a portion of the work, in an amount in excess of one-half of 1 percent of the total amount of the bidder’s bid. A bidder may not list more than one subcontractor for any one portion of the work. A bidder that fails to list a subcontractor for any portion of the work represents that it is fully qualified to and shall perform such work using its own forces. If the bid documents require the bidder to submit alternate bids and the bidder intends to use different or additional subcontractors for the alternates, the bidder must submit a separate list of subcontractors for each such alternate. A bidder shall submit the lists of subcontractors only on the form included in the bid documents. The District may request that one or more apparent low Bidders provide to the District within seventy-two (72) hours of bid opening the value of work for each listed subcontractor submitted by Bidder. Any Bidder’s failure to comply with the District’s request may deem such Bidder’s bid non-responsive and subject to rejection by the District.

7. **Use of Bid Form is Mandatory.** Each bid must be submitted on the Bid Form included in the bid documents. Changes in or additions to the Bid Form, recapitulations of the work for which the bid is submitted, alternative proposals, and other modifications of the Bid Form or any of the documents to be submitted with the bid are prohibited unless specifically called for in the Contract Documents.

8. **Required Forms at Bid Submission:** The following forms which are included as part of this Bid Packet must be completed and fully executed as applicable by each Bidder and submitted with the Bidder’s proposal:

(a) Bid Proposal  
(b) Bid Bond  
(c) Subcontractors List  
(d) Non-Collusion Affidavit  
(e) DIR Registration  
(f) Statement of Bidder’s Qualifications  
(g) Certificate of Workers Compensation Insurance  
(h) Drug Free Workplace Certification

9. **Preparing the Bid.** Bidders must fully and properly complete all information required to be included on the Bid Form. Amounts must be stated in both words and numerals where indicated. Prices, wording and notations must be in ink or typewritten. The signatures and/or initials of each person signing the bid and other documents to be submitted with the bid should be in permanent, preferably blue, ink.
10. **Correcting the Bid.** Bids may contain an erasure, interlineation, or other correction only if the correction does not result in any inconsistency or ambiguity and the correction is authenticated by affixing in the margin immediately opposite the correction the initials of the person or persons signing the bid. In the event of inconsistency between words and numerals, words shall govern over numerals.

   (a) **Mandatory Forms to Include in Bid.** Each bidder shall complete and submit with its Bid Form each of the forms specified on the bid form, which are included in the bid documents. A bidder’s failure to properly complete and submit any such mandatory form may render the bidder’s bid nonresponsive to the Notice Inviting Bids.

11. **Signing the Bid and Other Required Forms.** The Bid Form, bonds, subcontractors list, contractor’s certificates, attachments to the Agreement Form, guarantees and other documents requiring an original signature of the bidder must be signed in permanent, preferably blue, ink by a person or persons duly authorized to sign the document. The District may reject as non-responsive any Bid Form containing a stamped or mechanically printed signature. Depending on whether the bidder is an individual or the type of business entity, signatures must comply with the following:

   (a) **Corporations:** If bidder is a corporation, each document shall set forth the legal name of the corporation and shall be signed by both the bidder’s President and the bidder’s Secretary or Assistant Secretary. Alternatively, the signature of other authorized officers or agents may be affixed to the document if the bidder has included with its bid a certified copy of the resolution of the corporate board of directors authorizing such officers or agents to sign the document. Such documents shall include the title of each such signatory below the signature and shall bear the corporate seal.

   (b) **Limited Liability Companies:** If bidder is a limited liability company, each document shall set forth the true name of the company and the names of all members of the company, and all such members shall sign the document. Alternatively, the document may be signed by a managing member of the company if the bidder has included in its bid a certified copy of a statement of the limited liability company acknowledging the signatory as a managing member with authority to sign the document.

   (c) **Partnerships:** If bidder is a partnership of any type, each document shall set forth the true name of the partnership and the names of all persons comprising the partnership, and all such persons shall sign the document. Alternatively, the document may be signed by a general partner of the partnership if the bidder has included in its bid a certified copy of a statement of the partnership acknowledging the signatory as a general partner with authority to sign the document.

   (d) **Sole Proprietorships:** If the bidder is a sole proprietorship, each document must set forth the true name of the sole proprietorship and its owner, and such owner must sign the document. Alternatively, an agent of the owner may sign a document if the bidder has included in the bid a certified copy of a current and valid power-of-attorney authorizing the agent to sign the document.

   (e) **Fictitious Names and Joint Ventures:** If the bidder is an entity using a fictitious business name or a joint venture of two or more other parties, documents must satisfy the requirements set forth above for signatures on behalf of corporations and partnerships, as applicable. The signature on any document signed on behalf of any entity using a fictitious business name must so indicate in the signature block. Documents submitted by parties
acting as joint venturers must so indicate in the signature block and must be signed by or on behalf of each and every joint venturer.

12. **Additive and Deductive Alternates.** If the District requires that bids include additive or deductive alternates, the Bid Form will describe the specific alternates required. The award of the contract for the Project will be based on the lowest responsive bid (Base Bid plus Allowance):

13. **Required Bid Security.** Each bid must be submitted with security in an amount not less than ten percent (10%) of the maximum bid amount as a guarantee that the bidder will enter into the proposed contract, if awarded to the bidder, and will provide the performance and payment bonds, insurance certificates and other documents described in the Contract Documents. Such security must be in one of the following forms: (1) a cashier’s check made payable to the District; (2) a certified check made payable to the District; or (3) a bond made payable to the District in the form set forth in the Contract Documents. Any bond must have been issued by a California-admitted surety as defined in Code of Civil Procedure Section 995.120.

14. **Sealing and Marking the Bid.** The completed Bid Form and all additional documents and other materials to be submitted with the bid in accordance with the Contract Documents shall be enclosed in a sealed envelope. The bidder shall plainly and clearly mark the outside of the envelope with the bidder’s name, address, telephone number, bidder’s contractor’s license number and the bid package for which the bid is submitted. No other information shall be apparent on the outside of the envelope. The District may reject any bid if the outside of the envelope is improperly or incompletely marked.

15. **Delivering the Bid.** For purposes of the Notice Inviting Bids and these Instructions for Bidders, any reference to the “Bid Deadline” shall mean the date and time specified as the Bid Deadline in the Notice Inviting Bids and any authorized extension thereto. Bids must be delivered to and received by the District at the location specified as the place for submitting bids and by the Bid Deadline. The clock located in the District Bond Trailer and designated as the official clock for bidding purposes shall be used in determining whether bids have been timely delivered and received by the District. Each bidder is solely responsible for ensuring that its bid is timely delivered to and received by the District. At no time will District telephones or facsimile machines be available for use by bidders. Any bid received by the District after the Bid Deadline will be returned to the bidder unopened.

16. **Submitting Bids for Multiple Bid Categories.** If the District is seeking bids for other bid categories related to the Project, bidders may submit bids for more than one bid category. However, the bid for each bid category must be complete unto itself and shall not be dependent on the award, price or some other conditional provision relative to any other separate bid category. No combination bids of any type will be accepted unless expressly permitted in the bid documents.

17. **Interest in More Than One Bid and Unqualified Bidders.** No person or entity shall submit or have any interest in more than one prime bid for the same work except to the extent the bid documents expressly call for alternate bids. The District will not accept more than one bid for the same work from any person or entity, under the same or different names. A reasonable belief by the District that any person or entity has an interest in more than one bid or has submitted more than one bid for the same work on the Project may result in the District rejecting all bids in which the bidder has an interest. A person or entity that has submitted a sub-bid or proposal to a bidder, or that has quoted prices of materials to a bidder, is not thereby disqualified from submitting a sub-bid or proposal to other bidders, but the person, firm or corporation is prohibited from submitting a prime bid for the same bid category. The District will not accept any combination bids unless expressly permitted in the bid documents. No person or business entity that has participated in
the preparation of any contract specifications shall be permitted to bid on the Project, and any such bid received by the District shall be deemed non-responsive.

18. **Modifying a Bid.** Prior to the Bid Deadline, a bidder may modify its bid by submitting the written modification to the District, in a sealed envelope, which must be received by the District not later than the Bid Deadline. The envelope shall be marked in the same manner as provided in these Instructions For Bidders for the original bid, but shall also include the words “Bid Modification” on the outside of the envelope. The District may reject any modified bid if the modification is not received by the District prior to the Bid Deadline or if it creates an ambiguity or inconsistency, including, without limitation, if the modified bid is unintelligible. In lieu of submitting a modification, a bidder may withdraw its original bid in accordance with these Instructions For Bidders and submit a new bid for the Project, in which case the outside of the sealed envelope shall be marked with the words “Superseding Bid” in addition to the other required information. The bidder must submit any modification or superseding bid in writing to the District via personal or other delivery. The District will not accept oral modifications or superseding bids, and will not accept any modifications or superseding bids sent via facsimile or electronic transmission. Any modification or superseding bid must be delivered to and received by the District prior to the Bid Deadline.

19. **Withdrawing a Bid.** A bidder may withdraw its bid at any time prior to the Bid Deadline, either personally or by written request received by the District prior to the Bid Deadline. In such event, the District shall return the withdrawing bidder’s bid security upon request. Except as provided in Public Contract Code Section 5100 et seq., in no event may a bidder withdraw its bid during the period after opening of bids that is specified in the Notice Inviting Bids.

20. **Bid Validity.** All prices are to be quoted firm for a period of sixty (60) days from the date for the opening of bids. If the Bidder becomes liable to the District for liquidated damages, the District shall, in addition to all other remedies provided by law, have the right to deduct the amount of liquidated damages owed from the contract sum or to deduct the amount of the liquidated damages owed by the Bidder from monies previously retained from the Bidder. If the sum deducted by the District is insufficient to discharge the Bidder’s liability for liquidated damages, the Bidder and its sureties shall remain liable to the District until all such liabilities are fully satisfied.

21. **Bidder’s Qualifications.** Each Bidder should 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 should 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 may render the Bid Proposal non-responsive and rejected. 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.

22. **Requesting Substitution of Specified Item.** Unless the Contract Documents provide in any particular case that substitution is not permitted, if the Contract Documents call for any specific concern, material, product, thing or service, such specification shall be interpreted as if followed by the words “or equal.” Unless provided otherwise in the Contract Documents, a bidder may offer in place of any item specified in the plans, drawings or other Contract Documents (“Specified Item”) any material, process, article, et cetera that the bidder can demonstrate is materially equal or better in every respect to the Specified Item and that will completely accomplish the purpose of the Contract Documents. Requests for substitution must be made in writing on the Substitution Request form included in the bid documents or available from the District (“Request Form”). Substitution requests must be submitted to the District not later than the date that is eight (8) days
prior to the Bid Deadline specified in the Notice Inviting Bids. The District will not consider any substitution requests received after such date.

The bidder is solely responsible for establishing that a proposed substitution satisfies all requirements of the Contract Documents, including, without limitation, that the proposed substitute item is equal to or better than the Specified Item in all material respects. The bidder must provide with the Request Form, at a minimum, all information required in accordance with Section 3.10.4.4 of the General Conditions to substantiate the request. The District may at any time request any additional information regarding the proposed substitute item. The District, in consultation with the Architect and the Construction Manager as applicable, will decide whether to approve a substitution based on the information provided by the bidder. The District has the sole discretion to determine whether a proposed substitute item is equal to or better than a Specified Item. Any request for substitution that is granted by the District shall be documented and processed by means of a Change Order after execution of the contract. The District may condition its approval of any substitution upon delivery to the District of an extended warranty or other assurances of adequate performance of the substitution. The bidder shall be responsible for and shall bear any and all risks, expenses and costs of delay arising from review or approval of a substitution by the DSA or other governmental agency.

SUBMISSION OF A SUBSTITUTION REQUEST AND SUBSTANTIATING DATA SHALL IN NO WAY OBLIGATE THE DISTRICT TO REVIEW THE REQUEST OR DATA PRIOR TO AWARD OF A CONTRACT FOR THE PROJECT. IF THE DISTRICT AWARDS A CONTRACT FOR THE PROJECT TO A BIDDER AND SUBSEQUENTLY REJECTS A SUBSTITUTION PROPOSED BY SUCH BIDDER, THE BIDDER MUST PROVIDE THE SPECIFIED ITEM IN ACCORDANCE WITH THE CONTRACT DOCUMENTS, AT NO ADDITIONAL COST TO THE DISTRICT.

23. Award of Contract.

A. 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 total Base Bid Proposal or the Base Bid Proposal and Alternate Bid Items, if any, selected in accordance with these Instructions for Bidders. If two or more responsive and responsible bidders have submitted the same low bid, the District shall determine the lowest bidder by means of a coin toss or some other random method.

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

C. 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 whether a bidder is a “responsible” bidder, the District will consider, among other possible factors, the financial standing and general competency of the bidder with respect to the work being bid. If the District is considering awarding a contract for the Project to a bidder, the bidder, within two (2) business days of the District’s request, shall provide reasonable evidence of the bidder’s construction experience, current and anticipated workload, organization available for the performance of the contract, any terminations from projects prior to completion, references for public works, financial resources, surety and insurance claims experience, stop notice and other legal proceedings, and other factors pertinent to determining the responsibility of the bidder.
In determining responsibility, the following criteria will also 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.

D. Waiver of Bid Irregularities or Informalities. The District, in accordance with applicable law, reserves the right to reject any and all Bid proposals or to waive any minor irregularity or informality in any bid or in the bidding.

E. Rejection of Irregular Bids. The District will reject as non-responsive to the Notice Inviting Bids any bids containing irregularities that are not minor irregularities, including, by way of example and not as a limitation, bids that are materially incomplete, bids submitted on forms that have been materially altered, and bids that include any additions or conditional or alternate bids not called for or permitted in the bid documents. In addition, the District may reject as non-responsive to the Notice Inviting Bids any bid in which the bid amounts are obviously unbalanced or inconsistent. The District may, but is not required to, seek information from any bidder that may resolve an ambiguity in the bidder’s bid.

F. Rejection of Non-Responsive Bids. If a bid fails to conform to requirements set forth in the Notice Inviting Bids, these Instructions For Bidders, or any of the other Contract Documents (including, without limitation, if the District determines that the bid is unintelligible, internally inconsistent, or ambiguous), the District may reject the bid as not responsive to the Notice Inviting Bids. The District may, but is not required to, seek information from any bidder that may resolve an ambiguity in the bidder's bid.

G. Bid Award Considerations. Pursuant to Section 20103.8 of the California Public Contracts Code, the following method, as indicated by an “X” mark in the box associated with the statement, shall be used to determine the order of bidders, from lowest to highest. Please note that this method is used to calculate the bids and does not address issues of responsiveness or responsibility:
The lowest bid shall be the lowest bid price on the base contract without consideration of the prices on the additive or deductive items.

The lowest bid shall be the lowest total of the bid prices on the base contract and those additive or deductive items that were specifically identified in the bid solicitation as being used for the purpose of determining the lowest bid price.

The lowest bid shall be the lowest total of the bid prices on the base contract and those additive or deductive items that when taken in order from a specifically identified list of those items in the solicitation, and added to, or subtracted from, the base contract, are less than, or equal to, a funding amount publicly disclosed by the local agency before the first bid is opened.

The lowest bid shall be determined in a manner that prevents any information that would identify any of the bidders or proposed subcontractors or suppliers from being revealed to the public entity before the ranking of all bidders from lowest to highest has been determined (Blind Bidding).

A responsible bidder who has submitted the lowest bid as determined by this section shall be awarded the Contract, if it is awarded.

Except for the alternates, the bid price shall be the final bid price which will not be amended regardless of the plan check review comments received from the Division of State Architect (“DSA”). Once the lowest responsible bidder has been selected, the District may determine to add to or deduct from the Contract any of the additive or deductive items.

This Article does not preclude the District from adding to or deducting from the Contract any of the additive or deductive items after the lowest responsible bidder has been determined.

H. 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.

24. Performance and Payment Bonds. The successful bidder will be required to provide both a performance bond and a separate payment bond, each in an amount equal to 100% of the total contract amount. The forms of the bonds are set forth in the Contract Documents and all bonds must be issued by a California-admitted surety as defined in California Code of Civil Procedure Section 995.120.

25. Bidder Execution of Contract. The bidder to which the District awards a contract for the Project shall be sent a Preliminary Notice of Award and shall have ten (10) calendar days after notification of the award to execute and deliver to the District the contract and all other documents required in accordance with the Contract Documents. If the bidder fails to execute and provide all such documents within that period, the bidder will forfeit the bid security submitted with its bid in accordance with the Notice Inviting Bids. In such event, the District may award the contract to the next lowest responsible and responsive bidder or release all bidders.

26. Filing Bid Protests. A bidder may protest the bidding process, another bid and/or the intended award of a contract for the Project only by filing a written protest with the District’s Vice President, Finance and Business in accordance with the procedures set forth in this Section. The District will not consider any verbal protests (e.g., by telephone) or any protests sent by electronic mail (e-mail). In order for a protest to be valid and be considered by the District the protest must:
(a) be filed not later than 4:00 p.m. on the fifth business day following the opening of bids;
(b) clearly identify the bidder on whose behalf the protest is being filed, together with the name, address and telephone number of the person representing the bidder for purposes of the protest;
(c) clearly identify the specific bidding process, bid, or award of contract being protested;
(d) clearly identify and describe in detail the specific basis or bases for the protest and all facts relevant thereto and in support thereof;
(e) clearly identify all references to the specific portions of all documents relevant to the protest;
(f) clearly identify and describe in detail all arguments in support of the protest, including, not as a limitation, citations to all legal authorities; and
(g) be submitted with all documentation that is relevant to and supports the basis or bases underlying the protest.

If a protest filed by a bidder does not comply with each and every one of the foregoing requirements, the District will reject the protest as invalid. If a bidder files a valid protest, the District shall review the protest and all relevant information and documents and will provide written decision to the protesting bidder. In response to a protest, the Governing Board may decline to award a contract, may award a contract to a bidder other than as previously intended, or may award a contract to a bidder as previously intended despite the protest. Such action by the Governing Board shall be a condition precedent to the filing of any claim or demand and to the initiation of any action (legal or equitable) or other proceeding arising from the matter(s) protested.

COMPLIANCE WITH THE FOREGOING REQUIREMENTS IS MANDATORY. Each bidder that desires to protest must file a protest in accordance with the foregoing requirements, and no bidder may rely on a protest by another bidder as a means of satisfying such requirements. Compliance with the foregoing requirements is the sole and exclusive means of protesting the bidding process, any bid, and/or the intended award of a contract for the Project, and failure to so comply shall be deemed and construed as a waiver of any and all rights the bidder may have to pursue a claim, demand or action based on the bidding, any bids, and/or any contract awarded for the Project.

27. **Public Works Project.** The Project is a “public work” and “public project” within the meaning of, and, therefore, is subject to, various provisions of the Public Contract Code, Labor Code, Civil Code, and other legal requirements applicable to public works and public projects. The Contract Documents include various provisions relating to public works and public projects as provided by law, and each bidder must thoroughly review and become familiar with the Contract Documents as described above in these Instructions For Bidders. However, the provisions of the Contract Documents are not comprehensive statements of all requirements of law applicable to public works and public projects, and each bidder so acknowledges by submitting a bid for the Project.

In addition, by submitting a bid for the Project, each bidder represents and warrants that it is familiar and knowledgeable with respect to all requirements of law applicable to public works and public projects generally and to the Project specifically.

28. **Subcontractor Eligibility and Licensing.** The bidder to which the District awards a contract for the Project shall in no event permit a subcontractor to perform any work in connection with the Project if that subcontractor is ineligible to work on a public works or public project. Each subcontractor that the bidder intends shall perform any work in connection with the Project must be licensed in accordance with law prior to commencing any work on the Project.

29. **Prevailing Wages.** The bidder to which the District awards a contract for the Project, and each of that bidder’s subcontractors of any tier, shall be required to pay not less than the general prevailing rates of per-diem wages in the locality in which the work is to be performed for each craft or type of worker needed to execute the contract (“Prevailing Wages”). The successful bidder must retain copies of certified payrolls for a minimum of five years from the date of completion and submit the
upon request of the District or its authorized agent. A copy of the per-diem rates of Prevailing Wages shall be posted at the site of the Project. Rates are available at http://www.dir.ca.gov/dlsr/pwd/index.htm

30. **Public Works Contractor Registration Certification.** Pursuant to Labor Code sections 1725.5 and 1771.1, if the Project is a public works project in excess of $25,000 or a maintenance project in excess of $15,000, all contractors and subcontractors that wish to bid on, be listed in a bid proposal, or enter into a contract to perform public work must be registered with the Department of Industrial Relations (DIR). No bid will be accepted nor any contract entered into without proof of the contractor’s and subcontractors’ current registration with the Department of Industrial Relations to perform public work. If awarded a Contract, the Bidder and its subcontractors, of any tier, shall maintain active registration with the Department of Industrial Relations for the duration of the Project. To this end, Bidder shall sign and submit with its Bid the Public Works Contractor Registration Certification on the form provided, attesting to the facts contained therein. Failure to submit this form may render the Bid non-responsive. In addition, each Bidder shall provide the registration number for each listed subcontractor in the space provided in the Designation of Subcontractors Form.

31. **Apprenticeable Trades and Crafts.** Not later than two calendar days after receiving notice of the award of the contract for the Project, the bidder to which the District awards the contract must provide written notice to the District in regard to whether, as described in Labor Code Section 1777.5, workers in any apprenticeable trade or craft will be employed on the Project.

32. **Fingerprinting and Employee Background Checks.** In circumstances that may involve workers having more than limited contact with students, the District may require that all workers on the Project (including, without limitation, employees of the bidder and its subcontractors) undergo criminal-history background checks requiring submission of fingerprints to the Department of Justice. The District may impose other requirements designed to protect students regardless of whether it requires such criminal-history background checks. The bidder to which the District awards a contract for the Project shall be responsible for compliance with any and all such requirements by its own forces and by its subcontracted forces.

33. **Anti-Discrimination Policy.** It is a policy of the District that, in connection with any work performed under contract, there shall 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. No bidder shall discriminate in violation of applicable law in preparing and submitting its bid for the Project. The bidder to which the District awards a contract for the Project will be required to comply with applicable federal and California laws prohibiting such discrimination and to require like compliance by any subcontractors employed on the Project by such bidder.

34. **Project Duration and Liquidated Damages.** The bidder to which the District awards a contract for the Project must complete the Project in accordance with the Contract Documents and within the time period specified in Exhibit A. Failure of such bidder to fully complete the Project within such time period, or to complete any portion thereof in accordance with any applicable schedule for the Project, may result in the District assessing liquidated damages against the Contractor as provided in the General Conditions.

35. **Construction Manager.** If the District uses a Construction Manager for the Project, the Construction Manager will be identified in Exhibit A and the role of the Construction Manager will be as specified in detail in the General Conditions and is subject to provisions of the agreement between the District and the Construction Manager. The Construction Manager will be the District’s representative during construction and close-out of the Project and will assist the District
in the administration of the contract for the Project. In addition, the Construction Manager may assist the District with the bidding process for the Project. Communications from the District to bidders prior to award of a contract for the Project may be directed through the Construction Manager.

36. **Project Architect.** If the District uses an Architect for the Project, the Architect will be identified in Exhibit A, and the role of the Architect will be as specified in detail in the General Conditions and is subject to the provisions of the agreement between the District and the Architect. The Architect will be the District's representative during construction and close-out of the Project in accordance with Title 24 of the California Code of Regulations and provisions of the agreement between the District and the Architect. Communications from the District to bidders prior to award of a contract for the Project may be directed through the Architect.
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)

1.0 Bid Proposal.

A. Bid Proposal Amount. Pursuant to and in compliance with the Invitation 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. 2090: Re-Roofing of Science Building Project

I. Base Bid: _______________________

II. Allowance: $50,000.00

for the sum of (Base Bid plus Allowance):

Bid Amount: $__________________________

(Total Bid Amount in Figures)
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.

Alternate Bid(s): N/A

2.0 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.

3.0 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.

5.0 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.

6.0 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
## SUBCONTRACTORS' LIST
Informal Bid No. 2090: Re-Roofing of Science Building 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>
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Name of Bidder: _______________________________

Authorized Signature: __________________________

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

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:

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

2.0 The Bid Proposal is genuine and not collusive or sham;

3.0 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;

4.0 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;

5.0 All statements contained in the Bid Proposal and related documents are true; and

6.0 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 ______________, 2022 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)
SECTION 00230
CERTIFICATION OF CONTRACTOR AND
SUBCONTRACTOR DIVISION OF INDUSTRIAL RELATIONS (DIR) REGISTRATION

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
(Contractor Name)
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
SECTION 00240
STATEMENT OF BIDDER’S QUALIFICATIONS

1.01 Bidder’s Organization

A. Form of entity of Bidder, i.e, corporation, partnership, etc.____________________

1. If a corporation, state the following:______________________________

State of Incorporation:___________________________________________

Date of Incorporation:___________________________________________

President/Chief Executive Officer:_______________________________

Secretary:____________________________________________________

Treasure/Chief Financial Officer:___________________________________

2. If a partnership, state the following:

Date of Organization:___________________________________________

Type of Partnership (general, limited):______________________________

Names of all general partners; if any of the general partners are not natural
persons, provide the information for each such general partner requested by
Paragraphs 1.01.A.1, 1.01.A.2 and 1.01.A.4 as appropriate:___________

________________________________________________________________

________________________________________________________________

________________________________________________________________

3. If a proprietorship, state the following:

Names of all proprietors:________________________________________

________________________________________________________________

________________________________________________________________

________________________________________________________________

4. If a joint venture, state the following:______________________________

Date of organization:___________________________________________

Names of all Joint Venture members. For each Joint Venture member,
identify the form of entity and provide the information requested by
Paragraphs 1.01.A.1, 1.01.A.2 and 1.01.1.C for each Joint Venture member
as appropriate:_______________________________________________

________________________________________________________________

________________________________________________________________

________________________________________________________________

________________________________________________________________
5. Bidder’s form of entity is other than listed above, describe the type of entity or organization and identify all principals or owners of equity in the entity or organization:


B. Number of years your organization has been in business as a contractor: ______

C. Number of years your organization has conducted business under its present name:

1. If your organization has conducted business under a name or name style different than your organization’s present name, identify all prior name(s) or name style(s):


2. For each name or name style identified in Paragraph 1.01.C.1, state the dates during which you conducted business under each name or style:


1.02 Financial

A. Attach a current audited, reviewed or compiled Financial Statement for your organization prepared by a Certified Public Accountant licensed under the laws of the State of California utilizing generally accepted accounting practices applied in a consistent manner. The Financial Statement must include a current balance sheet and income statement showing: (i) current assets (i.e., cash, accounts receivable, accrued income, deposits, material inventory, etc.); (ii) net fixed assets; (iii) other assets; (iv) current liabilities (i.e., accounts payable, accrued salaries, accrued payroll taxes, etc.); and (v) other liabilities (i.e., capital, capital stock, earned surplus, retained earnings, etc.).

B. Is the attached Financial Statement for the identical organization as the Bidder?

_____ Yes  _____ No.

If not, explain the relationship and financial responsibility of the organization whose Financial Statement is provided (i.e., parent/subsidiary, etc.).

1.03 Licensing

A. California Contractors License:

  License Number: ____________________________

  Expiration Date: ____________________________

  Responsible Managing Employee/Officer: _________________________
License Classification(s): ________________________________

B. Has a claim or other demand ever been made against your organization’s California Contractors License Bond? _____________Yes _____No

If yes, on a separate attachment, state the following: (i) the name, address and telephone number of each person or entity making claim or demand; (ii) the date of each claim or demand; (iii) the circumstances giving rise to each such claim or demand; and (iv) the disposition of each such claim or demand.

C. Has a complaint ever been filed against your organization’s California Contractors License with the California Contractors State License Board? _____Yes _____No

If yes, on a separate attachment, state the following for each complaint: (i) the name, address and telephone number of each person or entity making the complaint; (ii) the date of each complaint; (iii) the circumstances giving rise to each such complaint; and (iv) the disposition of each such complaint, including without limitation, any disciplinary or other action imposed or taken by the California Contractors State License Board as a result of any such complaint.

D. Attach to this Statement true and correct copies of the following:

1. Your organization’s California Contractors License (the copy must clearly and legibly show: (i) the licensee name; (ii) the expiration date; (iii) the classification(s) of licensure).

2. The Contractors License Bond posted by your organization in connection with your California Contractors License pursuant to California Business & Professions Code §§7071.5 and 7071.6.

3. If your organization’s California Contractors License is issued by virtue of the qualification of a responsible managing employee or responsible managing officer, the Qualifiers Bond if required pursuant to California Business & Professions Code §7071.9).

1.04 Experience

A. List the categories of work your organization typically performs with your own forces:
________________________________________________________________________
________________________________________________________________________
________________________________________________________________________

B. Claims and lawsuits (if you answer yes to any of the following, you must attach details).

1. Have any lawsuits or other administrative, legal, arbitration or other proceedings, ever been brought or commenced against your organization or any of its principals, officers or equity owners in connection with any construction contract or construction project? _____Yes _____No
If so, describe the circumstances, the amount demanded or other relief demand and the disposition of each such lawsuit or other proceeding.

2. Has your organization ever filed a lawsuit or commenced other administrative, legal or other proceedings in connection with any construction contract or construction project? ______ Yes ______ No

If so, describe the circumstances, the amount demanded or other relief demand and the disposition of each such lawsuit or other proceeding.

3. Are there any judgments, orders, decrees or arbitration awards pending, outstanding against your organization or any of the officers, directors, employees or principals of your organization? ______ Yes ______ No

If so, describe each such judgment, order, decree or arbitration award and the present status of the satisfaction or discharge thereof.

C. On a separate attachment, list all construction projects your organization has in progress and for each project listed, state: (i) a general description of the work performed by your organization on the project; (ii) the dollar value of the work performed or to be performed by your organization; (iii) the owner’s name, name of the owner’s representative and the address and telephone number of the owner and the owner’s representative; (iv) the project architect’s name, address, telephone number and contact person; (v) percent presently complete; and (vi) the current scheduled completion date.

D. On a separate attachment, list all construction projects completed by your organization in the past five (5) years and for each project identified, state: (i) a general description of the work performed by your organization on the project; (ii) the dollar value of the work performed or to be performed by your organization; (iii) the owner’s name, name of the owner’s representative and the address and telephone number of the owner and the owner’s representative; (iv) the project architect’s name, address, telephone number and contact person; (v) percent presently complete; and (vi) the current scheduled completion date.

E. Has your organization ever refused to sign a contract awarded to it? ______ Yes ______ No

If so, on a separate attachment, state the following: (i) describe each such contract; (ii) the owner’s name, address, telephone number and contact person; and (iii) the circumstances of your refusal to sign such contract.

F. Has your organization ever failed to complete a construction contract? ______ Yes ______ No

If so, on a separate attachment, state the following: (i) describe each such contract; (ii) the owner’s name, address, telephone number and contact person; and (iii) the circumstances of your failure to complete such contract.

G. Has your organization ever been declared in default of a construction contract? ______ Yes ______ No
If so, on a separate attachment, state the following: (i) describe each such contract; (ii) the owner’s name, address, telephone number and contact person; and (iii) the circumstances of each such declaration of default.

H. Has any construction contract to which your organization is a party been terminated for the convenience of the project owner? __________ Yes ______  No

If so, identify the project and project owner along with a description of the circumstances under which the convenience termination occurred.

I. Has a claim or other demand ever been asserted against any Bid Bond, Performance Bond, or Payment Bond posted by your organization in connection with any construction contract or your submittal of a bid proposal for a construction contract? __________ Yes ______  No

If so, on a separate attachment, state the following: (i) the name, address, telephone number and contact person for each claimant; (ii) the date upon which each such demand or claim was made; and (iii) the disposition of each such demand or claim.

1.05 References (include name, contact person, telephone/FAX and address for each reference provided)

A. Trade References [three (3) minimum]

B. Bank References

C. Public Works Inspectors of Record

D. Owner references [three (3) minimum], preferably California K-12 school districts and/or California community college districts

E. Insurance Carriers (General Liability, Auto, and Workers’ Compensation)
F. Surety Firms (issuing your Bid, Performance and Payment Bonds)______________

1.06 Accuracy and Authority

The undersigned is duly authorized to execute this Statement of Bidders Qualifications under penalty of perjury on behalf of the Bidder. The undersigned warrants and represents that he/she has personal knowledge of each of the responses to this Statement of Bidder’s Qualifications and/or that he/she has conducted all necessary and appropriate inquiries to determine the truth, completeness and accuracy of responses to this Statement of Bidder’s Qualifications.

The undersigned declares and certifies that the responses to this Statement of Bidder’s Qualifications are complete and accurate; there are no omissions of material fact or information that render any response to be false or misleading and there are no misstatements of fact in any of the responses.

Executed this _____ day of __________, 2022 at ____________________________.

(City and State)

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

(Signature)

(Typed or written name)

END OF SECTION
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 No. 2090: Re-Roofing of Science Building 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 TEN PERCENT (10%) 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_____________, 2022 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)

________________________________________________________________________
(Typed or Printed Name)

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

________________________________________________________________________
(Area Code and Telephone Number of Surety)
SECTION 00300  
Rio Hondo College  
Public Works Contract  
(CUPCCAA)  

CONTRACT NO.: ________

This Public Works Contract, hereinafter called “Contract” is made this __th day of ______, 2022, 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, the parties do hereby contract and agree as follows:

1. The Contractor shall furnish labor and materials to the District required to do the Work; as described in Exhibit A (“Statement of Work”) of Bid No. 2090: Re-Roofing of Science Building Project and in accordance with the District General Terms and Conditions (Informal Bids), Incorporated Documents herein by this reference and any specifications attached for a total contract price of:

_________ Dollars.

($_________)

The Contract Price is based upon the Contractor’s Base Bid Proposal and the following Alternate Bid Items, if any:

N/A

2. Contractor shall complete the Work within Forty-Nine (49) calendar days from NTP.

3. 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.

4. Payment to be made upon satisfactory completion and acceptance of work and receipt of invoice, net 30-days.

5. Inspection shall be performed by the Authorized District representative.

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

   Invitation for Bids                  Certificate of Workers Compensation Insurance
   Instructions for Bidders            Labor and Material Payment Bond
   Bid Proposal                        Performance Bond
   Subcontractors List                 Statement of Bidder Qualifications
   DIR Registration                   Guarantee
   Non-Collusion Affidavit             Drug Free Workplace Certification
   Addenda                             Exhibit A - Statement of Work
Exhibit B - General Terms and Conditions

7. Entire Contract. This Public Works Contract and the Contract Documents listed in Article 6 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 contract 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 contract. Any modification to this contract must be on Amendment forms and signed by both parties.

7. Authority to Execute. The individual(s) executing this contract on behalf of the Contractor is/are duly and fully authorized to execute this contract on behalf of Contractor and to bind the Contractor to each and every term, condition and covenant of the contract.

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

CONTRACTOR

__________________________  __________________________  __________________________
Name                                      Date                                      Stephen Kibui                                      Date
Position                                   VP, Finance and Business
Company Name                               Rio Hondo Community College District

Contractor License No.:__________
DIR No.: ______________________

RHC Board Date: Month Day, 2022
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 Obligee, by resolution of its Board of Trustees, has awarded to the Principal a
Contract for the work commonly described as: "Bid No. 2090: Re-Roofing of Science Building
Project".

WHEREAS, the Principal, on or about ____________________ , 2022, 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 __, 2022 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. 2090: Re-Roofing of Science Building Project.

WHEREAS, the Principal, on or about ___________ 2022, 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 ______________, 2022 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 00415
CERTIFICATE OF WORKERS’ COMPENSATION INSURANCE

I. ______________________________ the ______________________________.
   (Name) ______________________________ (Title)
   of ______________________________, declare, state and certify that:

   (Contractor Name)

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:

(Contractor Name)

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; (b) the management and control of the daily business operations are by one or more Disabled Veterans; 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.

________________________________________________________________________
Signature                                           Typed or Printed Name
________________________________________________________________________
Title                                               Company
________________________________________________________________________
Street Address                                      City, State, Zip
________________________________________________________________________
Telephone                                           Fax
________________________________________________________________________
E-mail
**DVBE PARTICIPATION REPORT**

**Contractor Name:** ________________________________

**Project Name:** ________________________________

**Date:** ________________________________

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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

RIO HONDO COMMUNITY COLLEGE DISTRICT

______ (Contractor's Name) hereby unconditionally guarantees that the work performed under and pursuant to District's Contract ________ for the Project known as "Bid No. 2090: Re-Roofing of Science Building 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.: ______________________________
PART 1 GENERAL

1.1 SECTION INCLUDES

A. Seamless Fluid Applied Composite Roofing Systems.
B. Roof Flashings.
C. Roof Accessories.

1.2 RELATED SECTIONS

A. Section 06 10 00 - Rough Carpentry.
B. Section 07 62 00 - Sheet Metal Flashing and Trim.
C. Section 07 72 00 - Roof Accessories.
D. Section 22 30 00 - Plumbing Equipment.
E. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.3 REFERENCES

B. ASTM International (ASTM):


D. Underwriters Laboratories (UL) - Roofing Systems and Materials Guide.

E. CRRC - Cool Roof Rating Council.

F. California Building Standards Code - Title 24.


1.4 DEFINITIONS

A. Roofing Terminology: Refer to ASTM D 1079 and glossary of NRCA's "The NRCA Roofing and Waterproofing Manual" for definition of terms related to Work in this Section.

1.5 PERFORMANCE REQUIREMENTS

A. General: Provide watertight roofing membrane and flashing system that does not permit the passage of water, resists uplift pressures specified in this section, and is capable of withstanding thermally induced movement and exposure to weather without failure.

B. Energy Performance:

   1. Low-Slope Roofs: Provide roofing system with Solar Reflectance Index not less than 78 when calculated according to ASTM E 1980, based on testing identical products by a qualified testing agency.

   2. Roof membrane finish must comply with current California Title 24 Part 6 requirements:

      a. Minimum three (3) year aged solar reflectance: 0.55.

      b. Minimum Thermal Emittance: 0.75.

C. Wind Resistance: Provide roofing membrane, base flashings and component materials that comply with requirements in FMG 4450, FMG 4470, UL 580 or UL 1897 as part of a membrane roofing system.

   1. Wind Load Resistance: 1-90

D. Fire-Test-Response Characteristics: Provide roofing materials with the fire-test-
response characteristics indicated as determined by testing identical products per test method below by UL, FMG or another testing and inspecting agency acceptable to authorities having jurisdiction. Materials shall be identified with appropriate markings of applicable testing and inspecting agency.


1.6 SUBMITTALS

A. Submit in accordance with Section 01 30 00 - Administrative Requirements.

B. Product Data: For each product note in this section, submit printed or digital copies of manufacturers product information including the following:

1. Printed affirmation of performance characteristics.
2. Roofing system design.
3. Application Instructions.
4. Technical Data Sheets.
5. Material Safety Data Sheets.

C. Shop Drawings: Provide plan, elevation, section and isometric drawings outlining waterproofing conditions at transitions, terminations, penetrations and attachments to adjacent work.

D. Product Test Reports: Based on evaluation of comprehensive tests performed by manufacturer and witnessed by a qualified testing agency, for components of the roofing system.

E. Research & Evaluation Reports: For components of the roofing system.

1. Include report from UL, ICC, FMG or another testing and inspecting agency acceptable to authorities having jurisdiction, stating entire system meets fire-test-response characteristics listed.

1.7 QUALITY ASSURANCE

A. Installer Qualifications: Installer must be authorized by roofing system manufacturer to perform all Work specified in this section and provide an executed manufacturer's warranty.

B. Manufacturer Qualifications: A qualified manufacturer that has UL listing for roofing system identical to that used for this project.

C. Testing Agency Qualifications: An independent testing agency with the experience and capability to conduct the testing indicated, as documented according to ASTM E 548.

D. Source Limitations: Obtain components for roofing system approved by roofing system manufacturer.
1.8 PRE-INSTALLATION CONFERENCE

A. Prior to commencement of Work, conduct a conference at project site. Comply with the requirements of Section 01 31 00 - Project Management and Coordination. Review and affirm methods and procedures related to the work specified in this section, including but not limited to the following:

1. Meet with owner, architect, owner's insurer if applicable, testing and inspecting agency representative, roofing installer, roofing system manufacturer's representative, deck installer, and installers whose work interfaces with or affects roofing, including installers of roof accessories and roof-mounted equipment.
2. Review methods and procedures related to roofing installation, including the manufacturer's written instructions.
3. Review and finalize construction schedule and verify availability of materials, installer's personnel, equipment and facilities needed to make progress and avoid delays.
4. Examine deck substrate conditions and finishes for compliance with requirements, including flatness and fastening.
5. Review structural loading limitations of roof deck during and after roofing.
6. Review base flashings, special roofing details, roof drainage, roof penetrations, equipment curbs and condition of other construction that will affect roofing system.
7. Review governing regulations and requirements for insurance and certificates, if applicable.
8. Review temporary protection requirements for roofing system during and after installation.
9. Review roof observation and repair procedures after roofing installation.

1.9 DELIVERY, STORAGE, AND HANDLING

A. Deliver materials to project site in original containers, with seals unbroken, and labeled with manufacturer's name, product brand name and type, date of manufacture, and directions for storage. For bulk-delivered materials, identify manufacturer's name and product designation with delivery receipts and material manifests.

B. Store liquid materials in their original, undamaged containers in a clean, dry and protected location, and within the temperature range required by roofing system manufacturer. Protect stored liquid material from direct sunlight.

C. Discard and legally dispose of liquid material that cannot be applied within its stated shelf life.

D. Protect roofing materials from physical damage and from deterioration due to sunlight, moisture, soiling and other sources. Store in a dry location. Comply with manufacturer's written instructions for handling, storing and protecting during installation.

1.10 PROJECT CONDITIONS

A. Weather Limitations: Proceed with installation only when existing and forecast weather conditions permit roofing system to be installed according to manufacturer's written
instructions and warranty requirements.

1.11 WARRANTY

A. Warranty: Manufacturer’s standard form, without monetary limitation, in which manufacturer agrees to repair or replace components of roofing system within specified warranty period.

1. Warranty includes roofing membrane and base flashings.
2. Warranty Period: Forty (40) years from date of Substantial Completion.

B. Coating Warranty: Manufacturer’s standard form, without monetary limitation, in which coating manufacturer agrees to repair or replace coating that fails in materials or workmanship within specified warranty period. Failure includes shrinkage, flaking, chipping and peeling during normal wear.

1. Warranty Period: Twelve (12) years from date of Substantial Completion.

C. Project Warranty: Submit roofing installer’s warranty, signed by installer, covering work of this Section, including all components of roofing system such as roofing membrane, base flashing, roof insulation, fasteners, cover boards and walkway products for the following warranty period:

1. Warranty Period: Two (2) years from date of Substantial Completion.

PART 2 PRODUCTS

2.1 MANUFACTURERS

A. Acceptable Manufacturer: Liquiform Technologies Inc - WeatherWeld

SPECIFIER: In the following paragraph, select the membrane system required. (A) designation is for a Title 24 roof coating, and (AL) is for an aluminum roof coating.

1. Subject to compliance with requirements, provide the following composite roofing membrane System: NCNN-1B-16-30-A
2. Within 72 hours of the job walk, equal systems from Ecology Roof Systems or Tremco Roofing will be considered, providing the systems meet warranty requirements, physical characteristics and do not use solvents or fire during installation.

2.2 COMPOSITE MEMBRANE SYSTEM

A. Roofing system shall comply with 2007 CBC, Chapter 15.

B. Physical Characteristics:

1. Total weight: 2.25 pounds per square foot (1.02 Kg) dry.
2. Total thickness: 330 mil dry.
3. Minimum Strength: 300 psi (2068 kN/m2) per ASTM D 4830.
4. Minimum Elongation: 10% per ASTM D 4830.

2.3 COMPOSITE MEMBRANE MATERIALS

A. Base Sheet: Glass felt impregnated asphalt roll roofing surfaced with mineral granules conforming to ASTM D 3909 Class III.
   1. VOC Content (Maximum): 0 g/l.

B. Base Sheet Adhesive: General purpose roof adhesive meeting or exceeding the requirements of ASTM D 3019 Type III.
   1. VOC Content (Maximum): 300 g/l.
   2. Weight per Gallon: 8.3 - 8.5 Lbs (994 - 1017 Kg).
   3. Solids Content by Volume: 70%.

C. Asphalt Emulsion: WeatherWeld Asphalt Emulsion meeting or exceeding the requirements of ASTM D1227.
   1. VOC Content (Maximum): 0 g/L.
   2. Weight: 8.5 – 9.1 Lbs./Gal. (1018 - 1089 g/l).

D. Fiberglass Reinforcement (Type E): Multi-end continuous fiberglass roving designed for spray operations.

E. Surfacing:

SPECIFIER: Select the coating required for the project based on specified design criteria. Retain only 1 of the next 2 paragraphs and coordinate the application in Paragraph 3.8

1. Acrylic Surfacing: CA Title 24 Cool Roof Reflective Coating as supplied by the manufacturer of the membrane system.
   a. Solids Content by Volume: >45-50%.
   b. VOC Content (maximum): 400 g/l.
   c. Weight: 7.7 - 8.7 lbs./Gal. (922 – 1041 g/l).
   d. Solar Reflectance:
      1) Initial: 0.53.
      2) 3 Year Aging: 0.42.
   e. Thermal Emittance:
      1) Initial: 0.50.
      2) 3 Year Aging: 0.56.
   f. Solar Reflectance Index (SRI)
2) 3 Year Aging: 33.

2. Aluminum Coating:

   a. Solids Content by Volume: >22-26%.
   b. VOC Content (maximum): 50 g/l.
   c. Weight: 9.2 - 9.6 lbs. (1100 – 1150 g/l).
   d. Solar Reflectance:
      1) Initial: 0.51.
      2) 3 Year Aging: 0.50.
   e. Thermal Emittance:
      1) Initial: 0.55.
      2) 3 Year Aging: 0.53.
   f. Solar Reflectance Index (SRI)
      1) Initial: 47.
      2) 3 Year Aging: 44.

2.4 AUXILIARY MATERIALS

A. General: Auxiliary materials recommended by roofing system manufacturer for intended use and compatible with roofing membrane.

B. Fasteners: Factory-coated steel fasteners and metal meeting corrosion-resistance provisions in FMG 4470, designed for fastening roofing membrane components to substrate, tested by manufacturer for required pullout strength and acceptable to roofing system manufacturer.

C. Insulation Adhesive: Two-component, low-rise polyurethane foam adhesive designed to secure insulation to roof decks.

D. Flashing Cement: Trowel grade SBS-modified flashing cement made from heavy-bodied asphalt reinforced with organic fibers.
   1. VOC Content (Maximum): 290 g/l.

E. Metal Flashing Sheet: Metal flashing sheet as specified in Division 07 Section "Sheet Metal Flashing and Trim."

F. Separation Sheet:
   1. Elongation: 50%.
   3. Tensile Strength: 205 lbs.
   4. Tear Strength: 85 lbs.
5. Weight: 8 oz/ sq. yd.

2.5 ACCESSORIES

A. General: Roofing accessories recommended by manufacturer for intended use and compatible with membrane roofing.

B. Fasteners: Factory-coated steel fasteners and metal or plastic plates meeting corrosion-resistance provisions in FMG 4470, designed for fastening roof insulation to substrate and acceptable to roofing system manufacturer.

C. Cant Strips: ASTM C 728 perlite insulation board.

D. Wood Nailer Strips: Comply with requirements in Division 06 Section "Miscellaneous Carpentry."

E. Tapered Edge Strips: ASTM C 728 perlite insulation board.

F. Substrate Joint Tape: 6 inch (152mm) or 8 inch (203mm) wide, coated, glass-fiber joint tape.

2.6 WALKWAYS

A. Walkway Pads: Mineral-granule-surfaced, reinforced asphaltic composition, slip-resisting pads, manufactured as a traffic pad for foot traffic and acceptable to roofing system manufacturer, 1/2 in (13mm). thick, minimum.

1. Pad Size: 36 inches by 60 inches (914mm x 1524mm) minimum.

PART 3 EXECUTION

3.1 EXAMINATION

A. Examine substrates, work areas and field conditions, for compliance with the following requirements and other conditions which may affect the performance of roofing system:

1. Verify that surfaces are clean, rigid, dry, smooth and free from cracks, holes, blisters, debris and sharp changes in elevation greater than 1/4 inch (6mm).
2. Verify that roof openings and penetrations are adequately installed, and that roof drains are securely clamped in place.
3. Verify that cants, blocking, curbs and nailers are securely anchored and installed in accordance with manufacturers requirements.
4. Verify that all drains and scuppers are free of ruptures and sealed on all four sides on the exterior face of walls.
5. Verify that surface plane flatness and fastening of roof deck complies with manufacturers requirements.
6. Verify that concrete curing compounds and any chemicals that may impair adhesion of roofing components have been removed.
7. Verify that substrate is visibly dry and free of moisture. Test for capillary moisture by plastic sheet method in accordance with ASTM D 4263.
8. Proceed with installation only after unsatisfactory conditions have been corrected.
3.2  PREPARATION

A. Prior to application, clean surface with water. Where wash water must be reclaimed due to contamination concentrations, roof water collection design of the building or local ordinances. Conform to local requirements for disposal of wash water.

B. Clean substrate of dust, debris, moisture and other substances detrimental to roofing installation in accordance with the roofing system manufacturer's written instructions.

C. Remove or correct all sharp projections which may interfere with the integrity of the membrane.

D. Protect roof drains and edges during construction to prevent materials from entering roof drains and conductors or migrating onto surfaces of adjacent construction. Remove roof drain plugs when no work is taking place or when rain is forecast.

E. Protect adjacent materials and lower paving, prior to starting work, in accordance with roofing system manufacturer's instructions.

SPECIFIER: Delete the entire following Article if insulation is not required on the project.

3.3  INSULATION INSTALLATION

A. General Requirements:
   1. Comply with roofing, system and insulation manufacturers’ written instructions and applicable recommendations of NRCA for installing roof insulation.
   2. Install and secure preformed 45 degree cant strips at junctures of roofing membrane system with vertical surfaces or angle changes greater than 45 degrees.
   3. Install tapered insulation under areas of roofing to conform to slopes indicated.
   4. Attach insulation in accordance with the requirements of local codes necessary to achieve the required uplift pressure resistance within the field, perimeter and corners zones of each roof section.
   5. Install one or more layers of insulation under area of roofing to achieve required thickness. Where overall insulation thickness is 1 1/2 inch (39 mm) or greater, install two or more layers with joints of each succeeding layer staggered from joints of previous layer a minimum of 6 inch (152mm) in each direction.
   6. Install insulation with long joints in a continuous straight line, staggering end joints between rows, abutting edges and ends between boards. Fill gaps exceeding 1/4 inch (6 mm) with insulation.
   7. Cut and fit insulation within 1/4 inch (6mm). of nailers, projections and penetrations.
   8. Trim surface of insulation where necessary at roof drains so completed surface is flush and does not restrict flow of water.

SPECIFIER: Retain the following Paragraph if Insulation is to be ADHERED to the substrate

B. Adhered Attachment:
1. Adhere each layer of insulation to substrate in a cold fluid-applied adhesive approved for use by the insulation manufacturer for substrates found on this project.
2. Apply adhesive in accordance with the adhesive manufacturer’s recommendations, and immediately bond cover board to substrate.

SPECIFIER: Retain the following Paragraph if Insulation is to be MECHANICALLY ATTACHED to the substrate. In all cases, the top layer of insulation or cover board must be adhered.

C. Mechanically Fastened and Adhered Attachment:

1. Secure the first layer of insulation to substrates using the appropriate size and type mechanical fastener for attaching the specified roof insulation to the substrate type.
2. Install subsequent layers of insulation in a cold fluid-applied adhesive.
3. Install cover boards over insulation with long joints in continuous and straight lines, with end joints staggered between rows. Offset joints a minimum of 6 inch (152mm) in each direction from joints of insulation below. Loosely abut cover boards together. Tape joints if required by roofing system manufacturer.
4. Apply adhesive to underside and immediately bond cover board to substrate.

3.4 ROOFING MEMBRANE INSTALLATION - GENERAL

A. Install roofing membrane system according to roofing system manufacturer’s written instructions and applicable recommendations of ARMA/NRCA.

B. Commence installation of roofing membrane in presence of roofing system manufacturer’s technical personnel.

C. Cooperate with testing and inspecting agencies engaged or required to perform services during roofing system installation.

D. Coordinate installation so materials that will not be permanently exposed are not subject to moisture or left uncovered at the end of a workday.

1. Provide tie-offs at the end of each day's work to cover exposed roofing membrane sheets and insulation with a course of coated felt set in roofing cement with joints and edges sealed.
2. Complete terminations and base flashings and provide temporary seals to prevent water from entering completed sections of roofing system.
3. Remove and discard temporary seals before beginning work on adjoining roofing.

E. Substrate Joint Penetrations: Prevent roofing cement from penetrating substrate joints, entering building, or damaging roofing system components or adjacent building construction.

3.5 BASE SHEET INSTALLATION

A. Install specified base sheet to provide a minimum 4 inch (103 mm) head lap and minimum 6 inch (152 mm) side lap.

B. Extend base sheet beyond cant strips and terminating at the top of all base flashings.
C. Mechanically anchor base sheet with fasteners specified by the manufacturer for each substrate type found on the project.

3.6 FLASHING INSTALLATION

A. Refer to the manufacturer’s application manual for flashing of specific details.

B. Materials used in these steps are in addition to the main fiberglass composite application.

C. All flashings must have a minimum 660 mil of fiberglass composite upon completion of the installation.

D. Expansion and Control Joints: Any joint in the structure intended to allow for movement must be divorced from the seamless reinforcement composite. Install an 18 inch (457mm) wide dry slip sheet consisting of inverted (mineral-side down) cap sheet, laid dry over the joint and extending 36 inches (914 mm) at each end. Over the slip sheet, solidly adhere a 36 inches (914mm) polyester ply in 4 gallons per 100 square feet (1.63 L/m²) of emulsion and reinforce with 660 mil of seamless composite.

E. Base Flashings and Cant Strips: Minimum 3 inch (76 mm) cant strips must be installed at base flashings, walls and curbs. Set cant in adhesive or nail every 24 inches (610mm) on center. Miter cants at ends to provide a smooth transition.

F. Corners: 20 feet (6096 mm) from each inside or outside structural building corner, install a 12 inch (305 mm) strip of cap sheet, laid mineral side down, dry into the base flashing half up the wall, half on the roof, to provide a slip sheet for building movement between the roof deck and vertical wall. Over the slip sheet, install an 18 inch (457 mm) strip of polyester half up the vertical and half on the roof, solidly adhered in 6 gal. per 100 square feet (1.63 L/m²) of emulsion.

G. Pipe Penetrations: All penetrations must be flashed with a minimum 24 gauge galvanized sheet metal storm collars attached approximately 1 inch (25mm) above the top of the flashing boot, secured with a draw band and approved sealant.

H. Roof Drains and Scuppers:

1. Roof 660 mil of fiberglass composite completely into the drain and seal to the bowl.
2. Ensure that all field applications adhere to the sides of the drain bowl.
3. After system is dry, reinstall compression ring.
4. Wall scuppers shall be treated so that field layers of composite extend 2 inches (51 mm) beyond the field applications, to adhere a minimum of 2 inches (51 mm) to the metal of the inside of the scupper.
5. Plastic drains are not suitable for attachment of seamless reinforcement composite materials and are not acceptable for use in conjunction with work specified in this section.

I. Edge Flashing:

1. Install 24 gauge galvanized steel sheet drip edge flashing with rise sufficient in
width and height to tightly lay over the metal edge. Metal must be wide enough to cover any outside gap in the fascia and allow a 4 inch (102 mm) flange onto the roof deck. Lap ends a minimum of 4 inches (102 mm) with sealant and fasteners.

2. Stagger field attachment on 6 inch (152 mm) centers. Adhere a continuous strip of self-adhering membrane to the metal flange approximately 2 inches (51mm) from the edge and 6 inches (152 mm) onto the existing roof surface.

3. Reinforce with 660 mil of seamless composite. Extend field application of composite to the outside edge of the metal flashing.

4. Ensure that composite is flush with the edge such that water does not pond.

J. Crickets: Where indicated in the contract drawings, tapered insulation crickets must be installed to eliminate ponding water.

K. Parapet Walls:

1. Apply 330 mil composite application up and over parapet walls, extending down the outside edge of the wall a minimum of 1 inch (13 mm).

2. Cover parapet wall tops with 330 mil of seamless composite prior to installation of the coping.

3. Install a minimum 24 gauge metal coping cap with continuous cleat attached on the outside of the wall to meet FM 1-90 wind uplift requirements.

4. Sheet metal joints must be field-soldered or have cover plates solidly installed in sealant and anchored to meet FM 1-90 wind uplift requirements.

L. Concrete Masonry Unit Parapets: Apply 330 mils of seamless composite to the outside edges of concrete walls such that the seamless composite seals a minimum of 3 inches (76mm) to the CMU and forms a solid continuous seal to the top of the wall.

M. Pipe Supports:

1. All pipes 2 inches (51 mm) in diameter or less must be supported with polymer pipe supports at no greater than 8 feet (2438 mm) on center.

2. Install in accordance with support manufacturer guidelines for spacing requirements. Traffic pad cushions must be installed under pipe supports. Fasteners must not penetrate the roofing membrane.

3. All pipes over 2 inches (51 mm) in diameter must be supported in movable pipe hangers or other approved support system.

SPECIFIER: Composite roofing may be applied in two passes of half the wet recommended thickness if necessary due to weather or new construction phasing.

3.7 SEAMLESS COMPOSITE REINFORCEMENT INSTALLATION

A. Apply one layer of the composite roofing at the following ratio:

1. Asphalt Emulsion (undiluted): 30 gal. per 100 square feet (12.2 L/m2).

2. Fiberglass Reinforcement: 16 lb. per 100 square feet (0.78 Kg/m2).

B. No water or other material may be added to the emulsion to thin or extend pot life.

C. Fiberglass must be disbursed from the applicator in varying intertwined lengths, up to
24 inches (610 mm).
D. Thoroughly mix fiberglass and emulsion prior to application on roof deck.

E. Any loose strands must be brushed by hand, removed or filled-in with emulsion to create a solid surface.

F. Upon completion, no area may be less than 330 mil dry film thickness (DFT).

G. Areas such as base flashings and penetrations, where application exceeds 500 mils wet, must be brushed by hand to prevent surface crazing.

3.8 REFLECTIVE COATING INSTALLATION

A. Prior to reflective coating application, wash the roof surface with water. Do not commence application until the system has thoroughly dried, as registered by a reading of zero on a calibrated moisture meter.

SPECIFIER: Select the coating required for the project based on specified design criteria. Retain only 1 of the next 2 paragraphs based on the product selected in Paragraph 2.3.F

B. Apply Title 24 roof coating at a minimum of 1 1/2 gal. per 100 square feet (0.6 L/m²). in each of two passes to total 3 gallons per 100 square feet. (1.2 L/m²). Back rolling is recommended to ensure even coverage throughout.

C. Apply reflective aluminum roof coating at a minimum of 1 1/2 - 2 1/2 gal. per 100 square feet. (0.6 – 1.0 L/m²). Back rolling is recommended to ensure even coverage throughout.

3.9 WALKWAY INSTALLATION

A. Walkway Pads:

1. Install walkway pads using units of size indicated on contract drawings.
2. Where not expressly specified, install manufacturer's recommended size for the location and anticipated traffic volume.
3. Install walkway pads with a cold adhesive compatible with the membrane specified

3.10 FIELD QUALITY CONTROL

A. Final Roof Inspection: Arrange for roofing system manufacturer's technical personnel to inspect roofing installation on completion and submit report to architect.

B. Notify architect or owner 48 hours in advance of date and time of inspection.

C. Repair or replace components of roofing system where test results or inspections indicate that they do not comply with specified requirements.

D. Additional testing and inspecting, at contractor's expense, will be performed to determine compliance of repaired or replaced work with specified requirements.
3.11 PROTECTING AND CLEANING

A. Protect roofing system from damage and wear during remainder of construction period. When remaining construction will not affect or endanger roofing, inspect roof for deterioration and damage. Where any defects or damage are identified describe their nature and extent in a written report, with copies to architect and owner.

B. Clean overspray and spillage from adjacent construction using cleaning agents and procedures recommended by manufacturer of affected construction.

END OF SECTION
Exhibit A
Bid No. 2082
Statement of Work

A. Project:

   Re-Roofing of the Science Building Project.

B. Scope:

   Contractor shall:

   1. FIELD

      a) Remove coping cap and store for reuse
      b) Remove existing panels down to the Styrofoam insulation
      c) Remove perimeter built up roof with silicone coating down to the deck.
      d) Prepare small built-up sections by power washing

   2. GENERAL - ENTIRE ROOF

      a) Install WeatherWeld NCNN-1B-16-30-A to the outer edge of parapet wall
      b) Install Title 24 Cool Roof Reflective Coating

C. Period of Performance/Contract Time:

   1. Forty-Nine (49) calendar days from Notice to Proceed.

D. Special Conditions:

   1. Order of Precedence:

      a) In resolving disputes resulting from conflicts, errors, or discrepancies between any of the Contract Documents, the order of precedence shall be as follows:

         i. Change Orders/Work Directive Changes
         ii. Contract
         iii. Addenda
         iv. Contractor's Bid Proposal (Bid Forms)
         v. Statement of Work and Special Conditions
         vi. Notice Inviting Bids
         vii. Instructions to Bidders
         viii. General Conditions of the Contract
         ix. Technical Specifications
         x. Referenced Standard Specifications
         xi. Contract Drawings
         xii. Referenced Standard Drawings

      b) In resolving disputes resulting from conflicts or errors with the Contract Documents as listed above, the stricter, more stringent standard and requirement shall be followed at no additional cost to the District.
2. The following are required prior to start of Work if marked with an “X”.

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<td>Payment Bond</td>
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<tr>
<td>X</td>
<td>DIR Registration (if required under SB 854/SB 96)</td>
</tr>
<tr>
<td>X</td>
<td>Skilled and Trained Workforce (if required under AB 1422)</td>
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<td>Non-Collusion Affidavit</td>
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Subcontractor (including lower tier subcontractor) [if required under SB 854/SB 96]

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<th>Name</th>
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3. Unless exempted by the DIR under SB 96, Contractor shall ensure that it’s subcontractor(s) (including lower tier subcontractors) are registered with the DIR prior to start of Work.

Note: Per Labor Code 1725.5, DIR registration is not required for all public works projects that do not exceed:

a) $25,000.00 for new construction, alteration, installation, demolition or repair
b) $15,000.00 for maintenance

4. If Contractor and subcontractor(s) (including lower tier subcontractors) are exempt from DIR registration per SB 96 for this Project, Contractor and subcontractor(s) (including lower tier subcontractors) 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.

5. 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.

6. 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.

7. 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.
Exhibit A - Statement of Work

Re-Roofing of Science Building Project

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.

8. Skilled and Trained Workforce:

When the use of a skilled and trained workforce is required to complete a contract pursuant to existing law, this contract is subject to such requirement and Contractor agrees to use a skilled and trained workforce.

If deemed required and in accordance with Public Contract Code Section 2600 et seq., Contractor shall ensure that it and its subcontractors at every tier use a skilled and trained workforce to perform all work on the Project that falls within an apprenticeable occupation in the building and construction trades. For the duration of the contract, Contractor and its subcontractors at every tier will provide to the District, on a monthly basis, a report demonstrating that the Contractor and its subcontractors comply with the skilled workforce requirements of the Public Contract Code. This report shall include appropriate documentation of the “skilled and trained workforce” meeting the applicable requirements and percentages set forth in the Public Contract Code. In the event Contractor fails to provide a monthly report or provides a report that does not demonstrate compliance, the District will report such failures to the Labor Commissioner and may consider such failure a breach of this contract entitling the District to exercise any of its rights and remedies available under the contract or the Public Contract Code, including but not limited to withholding payment to the Contractor.

9. Division of State Architect:

(X) The work specified herein is not subject to the regulation of the Division of the State Architect (DSA) but should comply with Title 24 of the California Code of Regulations, known as California Building Standards Code.

( ) The work specified herein is subject to the regulation of the Division of the State Architect (DSA).

10. Liquidated Damages:

Delayed Completion of the Work. The Contractor shall be subject to the assessment of Liquidated Damages for failure to achieve Final Completion of the Work within the Contract Time as indicated in item C(1), above. Liquidated Damages shall be at the rate of $500.00 per day until Final Completion of the work is achieved.

11. Allowance:

An allowance (owner’s contingency) in the amount of $50,000.00 shall be added by the Contractor to the submitted Base Bid Amount and shall be part of the contract amount.

The owner’s contingency will be utilized by the District during construction to pay for scope changes requested by the District or for unforeseen conditions or other circumstances which ordinarily would be processed and paid for as a Change Order. The owner’s contingency does not eliminate the need for Change Orders where the change requires documentation in the form of a Change Order; however, it does provide a mechanism for prompt payment of changes to
the Contract. The Contractor may not bill against the owner's contingency until and unless approval is obtained to do so from the District's Project Manager. Any unused portion of the owner's contingency shall be credited to the District. A final or deductive Change Order will be issued at the completion of the Work to return any balance of the unused allowances to the District.

12. District's Project Manager:

Andrew Delgado
Acting Director of Facilities
Phone: (562) 908-3441
Email: andelgado@riohondo.edu

13. Protection of Persons and Property:

a) The Contractor shall be responsible for all damages to persons or property that occur as a result of its fault or negligence in connection with the prosecution of this Contract and shall take all necessary measures and be responsible for the proper care and protection of all materials delivered to and from the site and work performed until completion and final acceptance by the District. All work shall be solely at the Contractor's risk, with the exception of damage to the work caused by "acts of God" as defined in Public Contract Code Section 7105(b)(2).

b) Contractor shall take, and require all subcontractors to take, all necessary precautions for the safety of workers on the site and shall comply with all applicable federal, state, local and other safety laws, standards, orders, rules, regulations, and building codes to prevent accidents or injury to persons on, about, or adjacent to premises where Work is being performed and to provide a safe and healthful place of employment. In addition to meeting all requirements of OSHA, Cal-OSHA, state, and local codes. Contractor shall furnish, erect and properly maintain at all times, as directed by the District or required by conditions and progress of work, all necessary safety devices, safeguards, construction canopies, signs, audible devices for protection of the blind, safety rails, belts and nets, 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.

c) The Contractor shall erect and maintain, as required by existing conditions and performance of the Contract, reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards, promulgating safety regulations, and notifying owners and users of adjacent sites and utilities.

d) Requirements for Existing Sites.

Contractor shall (unless waived by the District in writing):

i. When performing construction on existing sites, become informed and take into specific account the maturity of the students on the site. Contractor shall perform Work which may interfere with school routine before or after school hours, enclose working area with a substantial barricade, and arrange Work to cause a minimum amount of inconvenience and danger to students and faculty in their regular school activities. The Contractor shall comply with specifications and directives of the District regarding the timing of certain construction activities in order to avoid unnecessary interference with school functioning.

ii. Provide substantial barricades around any shrubs or trees indicated to be preserved.
iii. Deliver materials to building area over route designated by the District’s authorized representative.

iv. Take preventive measures to minimize objectionable dust, noise, or other disturbances.

v. Take preventive measures to prevent disturbing or covering any survey markers, monuments or other devices marking property boundaries or corners. If such markers are disturbed by accident, they shall be replaced by an approved land surveyor or civil engineer and all maps and records required therefrom shall be filed with the County and local authorities, at no cost to the District. All filing and plan check fees shall be paid by Contractor.

vi. Provide to the College on request, the Contractor’s written safety program and safety plan for each site.

e) Covering and Cleaning: Cover and protect the District's property within the project limits, as required to prevent soiling or damage by dust, dirt, water, fumes, or otherwise as deemed necessary by the District.

f) Repair or replace any damage to existing structures, improvements and equipment caused by Contractor's operations, at Contractor’s expense.

g) Repair or replace damaged work with new materials, to restore the damaged areas and surfaces equal to and matching, the conditions which existed prior to damage, or at start of the work of this Contract, at no cost to the District.

h) Prior to start of work, Contractor and District shall conduct an on-site inspection of existing conditions and the Contractor shall clearly document and report damaged conditions to the District. Items not reported to the District at time of inspection will be assumed to be result of Contractor’s work, whose responsibility it will be to repair or replace those items. Contractors shall include, along with his report to the District, digital, dated photographs.

14. Insurance and Bonds:

a) The Contractor shall obtain and maintain the following insurance coverage, with minimum coverage amounts as set forth below:

- Employers Liability Insurance $1,000,000
- Commercial General Liability Insurance:
  - Per Occurrence $1,000,000
  - Aggregate $2,000,000
- Automobile Liability Insurance: $1,000,000 (If not included in General Liability coverage)
- Workers Compensation Insurance Statutory Limits

b) Subcontractors' Insurance. Contractor is required to have his subcontractors insured to the minimum coverage amounts set forth in Item 14.a, above. Upon request, the Contractor shall furnish the District with satisfactory proof of such coverage.

c) Certificates of insurance shall clearly state that the District is named as additional insured under the policy described and that such insurance policy shall be primary to any insurance or self-insurance maintained by the District.

d) Subcontractors' Bonding. In addition to the Performance and Payment Bonds required of the Contractor, Contractor shall require Performance and Payment Bonds of all subcontractors performing work in excess of $25,000.
15. **Security:**

In addition to the security requirements set forth elsewhere in the Contract Documents, the Contractor must adhere to the following:

a) **Keys.** The Contractor’s site supervisor of the Work will be issued a key for that site at the beginning of the Work. The key must not be duplicated, and the Contractor is responsible for returning the key to the District when the Work at the site is complete. The Contractor may be charged $1,000.00 per key, for any key not returned to the District at the completion of the work.

b) **Locked Door Policy.** No building, room or site gate shall be left unsecured for any period of time when not occupied by the Contractor and/or after the Contractor’s daily work hours.

16. **Working Hours:**

a) All construction and general maintenance activities, except in emergencies and special circumstances, shall be limited to:

   Monday through Friday: 6:00 am - 7:00 pm  
   Saturday and Sunday: 6:00 am - 7:00 pm

b) If Project includes work which would be disruptive to normal District operations, or which would be dangerous to building occupants, the Contractor will be required to re-schedule subject work to occur during hours as directed by the District’s project Manager or authorized representative without any additional cost to the District.

c) All work performed outside of normal working hours must be scheduled in advance with the approval of the Project Manager and Contractor may be subject to over-time costs for District staff, Project Manager and Project Inspector to be available after normal working hours.

17. **On-Site Parking:**

No Contractor employee parking will be allowed on site except in designated areas authorized by the District. The District shall not be responsible for any vandalism, damage or theft to employee vehicles.
ARTICLE 1. PROPOSAL ACCEPTANCE: Proposals are subject to acceptance by the signing of a contract and issuance of an appropriate purchase order at any time within sixty (60) days after the receipt of quotes unless otherwise stipulated. The District reserves the right to accept or reject any and all quotes and reserves the right to waive any informality in any quote.

ARTICLE 2. SITE EXAMINATION: Contractor must examine the site and certify all measurements, specifications and conditions affecting the work to be performed at the site. By submitting their quote a contractor warrants that it has made such site examination as it deems necessary as to the condition of the site, its accessibility for materials, workmen and utilities, and ability to protect existing surface and subsurface improvements. No claim for allowance of time or money will be allowed as to such matters or for any other undiscovered conditions on the site.

ARTICLE 3. EQUIPMENT AND LABOR: The Contractor shall furnish all tools, equipment, apparatus, facilities, transportation, labor, and material necessary to furnish the services herein described, the services to be performed at such times and places as directed by and subject to the approval of the authorized district representative indicated in the work specifications attached hereto.

ARTICLE 4. SUBCONTRACTING: Contractor agrees to bind every subcontractor by terms of the contract as far as such terms are applicable to subcontractor’s work. If Contractor shall subcontract any part of this contract, Contractor shall be fully responsible to the District for acts and omissions of his subcontractor and of persons either directly or indirectly employed by himself. Nothing contained in the contract documents shall create any contractual relations between any subcontractor and the District.

No contractor or subcontractor may be listed on a proposal or be awarded a contract for a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 when a public project exceeds $25,000 or a maintenance project exceeds $15,000 [with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a)].

ARTICLE 5. ASSIGNMENT: Contractor shall not assign or transfer by operation of law or otherwise any or all of its rights, burdens, duties, or obligations under this contract without the prior written consent of District.

ARTICLE 6. CONTRACTOR’S AND SUBCONTRACTOR’S INSURANCE: The Contractor shall not commence work under this Contract until it has obtained the insurance required under this paragraph and satisfactory proof of such insurance has been submitted to District and said insurance has been approved by the District. Commercial General Liability Insurance (including automobile insurance) which provides limits of not less than $1,000,000 per occurrence (combined single limit) and $2,000,000 Project Specific Aggregate (for this Project only). Any general liability policy provided by Contractor hereunder shall contain an endorsement which applies to the subcontractor’s employees. Any class of employee or employees not covered by subcontractor’s insurance shall be covered by the Contractor’s insurance. The Contractor shall provide to the District a Certificate Regarding workers’ Compensation available from the District prior to performing the work of the contract.

Contractor and any subcontractor shall not commence work nor shall Contractor allow any subcontractor to commence work under this contract until all required insurance certificates have been delivered to and approved by District. Except for worker’s compensation insurance, the policy shall not be amended or modified and the coverage amounts shall not be reduced without the District’s prior written consent, and, the District shall be named as an additional insured and be furnished thirty (30) days written notice prior to cancellation. The Contractor shall not allow any subcontractor, employee or agent to commence work on this contract or any subcontract until the insurance required of the Contractor, subcontractor, or agent has been obtained.

a) WORKER’S COMPENSATION INSURANCE: The Contractor shall procure and shall maintain during the life of this contract Contractor’s insurance. The Contractor shall similarly to provide workers’ compensation insurance for subcontractor’s employees. Any class of employee or employees not covered by subcontractor’s insurance shall be covered by the Contractor’s insurance. The Contractor shall provide to the District a Certificate Regarding workers’ Compensation available from the District prior to performing the work of the contract.

ARTICLE 7. LABOR CODE COMPLIANCE: This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations. The Contractor hereby stipulates that it shall comply with the applicable provisions of the California Labor Code, Division 2, Part 7, Chapter 1, Articles 1-5 (“Public Works Labor Code Provisions”), including, but not limited to, the payment of the general prevailing rates for public works projects of more than One Thousand Dollars ($1,000) [§1771], hiring of Apprentices (§ 1777.5) and Working Hours (§ 1813), and Payroll Records (§ 1776). Prevailing rate of per diem wages are on the website of the Division of Labor Statistics and Research of the Department of Industrial Relations at www.dir.ca.gov/OPRL/. Contractor shall be responsible for all reports and obligations respecting such employees, including, but not limited to, social security taxes, income tax withholding, unemployment insurance, and workers’ compensation insurance.

Contractor or subcontractor shall, as a penalty to the District, forfeit twenty-five dollars ($25) for each worker employed in the execution of the contract by Contractor or subcontractor for each calendar day during which the worker is required or permitted to work more than 8 hours in any one calendar day and 40 hours in any one calendar week in violation of the provisions of Article 3 of the Public Works Labor Code Provisions.

With regard to hiring of apprentices, the responsibility of compliance with Labor Code section 1777.5 shall rest with the Contractor. Pursuant to the provisions of article 2 (commencing at section 1770), chapter 1, part 7, divisions 2 of the Labor Code of California, the Director of Industrial Relations has ascertained the general prevailing rate of per diem wages in the locality in which this public work is to be performed for each craft, classification or type of worker needed to execute the contract. Said determinations are available to any interested party on the web site (www.dir.ca.gov).

Holiday and overtime work, when permitted by law, shall be paid for at a rate of at least one and one-half times the general prevailing rate of per diem wages as determined by the Director of Industrial Relations, unless otherwise specified. Each worker of the Contractor or any of his subcontractors engaged in work on the project shall be paid not less than the general prevailing rate of per diem wages determined by the Director of Industrial Relations, regardless of any
contractual relationship which may be alleged to exist between the Contractor or any subcontractor and such workers.

Each worker needed to execute the work on the project shall be paid travel and subsistence payments, as such travel and subsistence payments are defined in the applicable collective bargaining agreements filed with the Department of Industrial Relations in accordance with Labor Code section 1173.8.

The Contractor shall, as a penalty to the District, forfeit not more than fifty dollars ($50) for each calendar day, or portion thereof, for each worker paid less than the prevailing rates as determined by the Director of Industrial Relations for the work or craft in which the worker is employed for any public work done under the contract by him or by any subcontractor under him. Prevailing wage rates shall also be used when determining wages paid for change order items. The amount of this forfeiture shall be determined by the Labor Commissioner and shall be based on consideration of the Contractor's mistake, inadvertence, or neglect in failing to pay the correct rate of prevailing wages, or the previous record of the Contractor in meeting his prevailing wage obligations, or the Contractor's willful failure to pay the correct rates of prevailing wage rates and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the prevailing wage rate shall be paid to each worker by the Contractor, and the Contractor shall be bound by the provisions of Labor Code section 1775.

Any worker employed to perform work on the project, which work is not covered by any classification listed in the general prevailing rate of per diem wages determined by the Director of Industrial Relations, shall be paid not less than the minimum rate of wages specified therein for the classification which most nearly corresponds to work to be performed. Such minimum wage rate shall be retroactive to the time of initial employment of such person in such classification.

Pursuant to Labor Code section 1773.1, per diem wages are deemed to include employer payments for health and welfare, pension, vacation, travel time, subsistence pay and similar purposes. Contractor shall post at appropriate conspicuous points on the site of project, a schedule showing all determined minimum wage rates and all authorized deductions, if any, from unpaid wages actually earned.

Contractor and each subcontractor shall keep an accurate payroll record, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by him in connection with the public work.

The payroll records required above shall be certified and shall be available for inspection at all reasonable hours at the principal office of the Contractor on the following basis:

a) A certified copy of an employee's payroll record shall be made available for inspection or furnished to such employee or his or her authorized representative on request.

b) A certified copy of all payroll records shall be made available for inspection or furnished upon request to a representative of District, the Division of Labor Standards Enforcement, and the Division of Apprenticeship Standards of the Department of Industrial Relations.

c) A certified copy of all payroll records shall be made available upon request to the public for inspection or copies thereof made; provided, however, that a request by the public shall be made through either the District, the Division of Apprenticeship Standards, or the Division of Labor Standards Enforcement. The public shall not be given access to such records at the principal office of the Contractor.

Contractor shall file a certified copy of the records required above with the District or entity that requested such records within ten days after receipt of a written request. Any copies of records made available for inspection as copies and furnished upon request to the public or any public agency by the District, the Division of Apprenticeship Standards, or the Division of Labor Standards Enforcement shall be marked or obliterated in such a manner as to prevent disclosure of an individual's name, address, and social security number. The name and address of the Contractor shall not be marked or obliterated.

Contractor shall inform the District of the location of the records required above, including the street address, city and county, and shall, within five working days, provide a notice of a change of location and address.

In the event of noncompliance with the requirements of this article regarding maintenance of records, the Contractor shall have ten days in which to comply subsequent to receipt of written notice specifying in what respects the Contractor must comply with this article. Should noncompliance still be evident after such ten-day period, the Contractor shall, as a penalty by the District, forfeit twenty-five dollars ($25) for each calendar day, or portion thereof, for each worker until strict compliance is effected. Upon the request of the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement, such penalty shall be withheld from progress payments then due.

ARTICLE 8. APPRENTICES: Apprentices of any crafts or trades may be employed and, when required by Labor Code section 1777.5, shall be employed provided they are properly indentured to the Contract in full compliance with provisions of the Labor Code. The prime contractor shall bear the responsibility of compliance with Labor Code section 1777.5 for all apprenticeable occupations and agrees that he will comply with said section which reads: "Nothing in this chapter shall prevent the employment of properly registered apprentices upon public works. Every apprentice shall be paid the standard wage paid to apprentices under the regulations of the craft or trade at which he is employed, and shall be employed only at the work of the craft or trade to which he is registered."

Only apprentices, as defined in Section 3077, who are in training under apprenticeship standards and written apprentice agreements under Chapter 4 (commencing with Section 3070), of Division 3, of the Labor Code, are eligible to be employed on public works. The employment and training of each apprentice shall be in accordance with the provisions of the apprenticeship standards and apprentice agreements under which he or she is training.

When the contract to whom the contract is awarded by the District, in performing any of the work under the contract or subcontract, employs workers in any apprenticeable craft or trade, the contractor and each subcontractor shall apply to the joint apprenticeship committee administering the apprenticeship standards of the craft or trade in the area of the site of the public work for a certificate approving the employment and training of apprentices in the area or industry affected. However, approval as established by the joint apprenticeship committee or committees shall be subject to approval of the Administrator of Apprenticeship. The joint apprenticeship committee or committees, subsequent to approving the subject contractor or subcontractor, shall arrange for the dispatch of apprentices to the contractor or subcontractor in order to comply with this section. Every contractor and subcontractor shall submit contact award information to the applicable joint apprenticeship committee which shall include an estimate of journeyman hours to be performed under the contract, the number of apprentices to be employed, and the approximate date the apprentices will be employed. There shall be an affirmative duty upon the joint apprenticeship committee or committees administering the apprenticeship standards of the craft or trade in the area of the site of the public work to ensure equal employment and affirmative action in apprenticeship for women and minorities. Contractors or subcontractors shall not be required to submit individual applications for approval to local joint apprenticeship committees provided they are already covered by the local apprenticeship standards. The ratio of
work performed by apprentices to journeymen who shall be employed in the craft or trade on the public work may be the ratio stipulated in the apprenticeship standards under which the joint apprenticeship committee operates, but, except as otherwise provided in this section, in no case shall the ratio be less than one hour of apprentice work for every five hours of labor performed by a journeyman.

However, the minimum ratio for the land surveyor classification shall not be less than one apprentice for each five journeymen.

Any ratio shall apply during any day or portion of a day when any journeyman, or the higher standard stipulated by the joint apprenticeship committee, is employed at the job site and shall be computed on the basis of the hours worked during the day by journeymen so employed, except for the land surveyor classification. The Contractor shall employ apprentices for the number of hours for which he is covered by the appropriate land surveyor classification. The ratio of apprentices to journeymen stipulated in the apprenticeship standards. Upon proper showing by the Contractor that he employs apprentices in such craft or trade in the state on all of his contracts on an annual average of not less than one hour of apprentice work for every five hours of labor performed by a journeyman, or in the land surveyor classification, one apprentice for each five journeymen, the Division of Apprenticeship Standards may grant a certificate, which shall be subject to the approval of the Apprenticeship Committee. The joint apprenticeship committee, may order a minimum ratio of not less than one apprentice for each five journeymen in a craft or trade classification.

The Contractor or subcontractor, if he is covered by this section, upon the issuance of the approval certificate, or if he has been previously approved in the craft or trade, shall employ the number of apprentices or journeymen as required by the ratio of apprentices to journeymen stipulated in the apprenticeship standards. Upon proper showing by the Contractor that he employs apprentices in such craft or trade in the state on all of his contracts on an annual average of not less than one hour of apprentice work for every five hours of labor performed by a journeyman, or in the land surveyor classification, one apprentice for each five journeymen, the Division of Apprenticeship Standards may grant a certificate, exempting the Contractor from the 1-to-5 ratio as set forth in the section. This section shall not apply to contracts of general contractors or to contracts of specialty contractors not proposing work through a general or prime contractor, when the contracts of general contractors or those specialty contractors involve less than thirty thousand ($30,000) or 20 working days. This section shall not be used on any work performed by a journeyman in excess of eight hours per day or 40 hours per week to calculate the hourly ratio.

“Apprenticeable craft or trade,” as used in this section, means a craft or trade determined as an apprenticeable occupation in accordance with the rules and regulations prescribed by the Apprenticeship Council. The joint apprenticeship committee shall have the discretion to grant a certificate, which shall be subject to the approval of the Administrator of Apprenticeship, exempting a contractor from the 1-to-5 ratio set forth in this section when it finds that any one of the following conditions is met: a) Unemployment for the previous three month period in such area exceeds an average of 15 percent. b) The number of apprentices in training in such area exceeds a ratio of 1-to-5. c) If there is a showing that the apprenticeable craft or trade is replacing at least one-thirtieth of its journeymen annually through apprenticeship training, either on a statewide basis, or on a local basis. d) Assignment of an apprentice to any work performed under a public works contract would create a condition which would jeopardize his life, or the life, safety, or property of fellow employees or the public at large or if the specific task to which the apprentice is to be assigned is of such a nature that training cannot be provided by a journeyman.

When exempions are granted to an organization which represents contractors in a specific trade from the 1-to-5 ratio on a local or statewide basis, the member contractors will not be required to submit individual applications for approval to local joint apprenticeship committees, if they are already covered by the local apprenticeship standards.

A contractor to whom the contract is awarded, or any subcontractor under him who, employs journeymen or apprentices in any apprenticeable craft or trade to perform work under the contract and who is not contributing to a fund or funds to administer and conduct the apprenticeship program in any craft or trade in the area of the site of the public work, to which fund or funds other contractors in the area of the site of the public work are contributing, shall contribute to the fund or funds in each craft or trade in which he employs journeymen or apprentices on the public work in the same amount or upon the same basis and in the same manner as the other contractors do. Where the trust fund administrators are unable to accept the fund, contractors not signatory to the trust agreement shall pay a like amount to the California Apprenticeship Council. This contractor or subcontractor may add the amount of the contributions in computing his proposal for the contract. The Division of Labor Standards Enforcement is authorized to enforce the payment of the contributions to the fund or funds as set forth in Labor Code Section 227.

The District awarding the contract shall cause to be inserted in the contract stipulations to effectuate this section. The stipulations shall fix the responsibility of compliance with this section for all apprenticeable occupations with the prime contractor. All decisions of the joint apprenticeship committee under this section are subject to Labor Code Section 3081.

ARTICLE 9. WORK HOURS: As provided in article 3 (commencing at section 1810), chapter 1, part 7, division 2 of the Labor Code, eight (8) hours of labor shall constitute a legal day’s work. The time of service of any worker employed at any time by the Contractor or by any subcontractor on any subcontract under this contract upon the work or upon any part of the work contemplated by this contract is limited and restricted to eight (8) hours during any one-calendaryear and forty (40) hours during any one-calendar week, except as hereinafter provided. Notwithstanding the provisions hereinafore set forth, work performed by employees of Contractor in excess of eight (8) hours per day, and forty (40) hours during any one week, shall be permitted upon this public work upon compensation for all hours worked in excess of eight (8) hours per day at not less than one and one-half times the basic rate of pay.

The Contractor and every subcontractor shall keep accurate record showing the name and actual hours worked each calendar day and each calendar week by each worker employed by him in connection with the work or any part of the work contemplated by this contract. The record shall be kept open at all reasonable hours to the inspection of the District and the Division of Labor Law Enforcement, Department of Industrial Relations of the State of California.

The Contractor shall pay to the District a penalty of twenty-five dollars ($25) for each worker employed in the execution of this contract by the Contractor or by any subcontractor or by any subcontractor for excess of eight (8) hours in any calendar day and forty (40) hours in any one calendar week in violation of the provisions of article 3 (commencing at section 1810), chapter 1, part 7, division 2 of the Labor Code.

Any work necessary to be performed after regular working hours, or on Sundays or other holidays shall be performed without additional expense to District

ARTICLE 10. INDEMNIFICATION: District shall not be liable for, and Contractor shall defend, indemnify, and hold harmless the District, its officials, employees, agents and volunteers, against any and all claims, demands, liability, judgments, awards, fines, mechanics’ liens or other liens, labor disputes, losses, damages or injury, in law or equity, to property or persons, including wrongful death, expenses, charges or costs of any kind or character, including attorneys’ fees and court costs (hereinafter collectively referred to as “Claims”), which arise out of or are in any way connected to the Project or this contract arising either directly or indirectly from any act, error, omission or negligence of Contractor or its contractors, licensees, agents, servants, volunteers or employees, including, without limitation, Claims caused by the concurrent act, error, omission or negligence of
District or its agents or employees. However, Contractor shall have no 
obligation to defend or indemnify District from a Claim if it is 
determined by a court of competent jurisdiction that such Claim was 
caused by the active negligence, sole negligence, or willful 
misconduct of District or its agents or employees. Contractor shall 
reimburse District and its directors, officials, officers, employees, 
agents and volunteers, for any and all legal expenses and costs 
incurred by each of them in connection therewith or in enforcing the 
indemnity herein provided.

ARTICLE 11. MATERIALS: Contractor warrants good title to all 
material, supplies and equipment installed or including in the work. 
Except as otherwise specifically stated in this contract, Contractor 
shall provide and pay for all materials, labor, tools, equipment, water, 
lights, power, transportation, supervision, temporary 
constructions of every nature, and all other services and facilities of 
every nature whatsoever necessary to execute and complete this 
contract within specified time. Unless otherwise specified, all materials 
shall be new and both workmanship and materials shall be of good 
quality. Materials shall be furnished in ample quantities and at such 
times as to insure uninterrupted progress of work. Contractor shall be 
etirely responsible for damage or loss by weather or other causes to 
materials or work under this contract.

ARTICLE 12. PATENTS, ROYALTIES AND INDEMNITIES: The 
Contractor shall hold and save the District and its officers, agents and 
employees harmless from liability of any nature or kind, including cost 
and expense, for or on account of any patented or unpatented 
innovation, process, machine, work, device, or appliance manufactured or used in 
the performance of this contract, including its use by the District, unless 
otherwise specifically stipulated in the contract documents.

ARTICLE 13. GUARANTEE: Besides guarantees required 
elsewhere, Contractor shall, and hereby does, guarantee all work for 
a period of one year after date of acceptance of work by District and 
shall replace or repair any or all such work, together with any other 
work, which may be displaced in so doing, that may prove defective in 
workmanship and/or materials within a one year period from date of 
acceptance without expense whatsoever to District, ordinary wear and 
tear, unusual abuse or neglect excepted. District will give notice of 
observed defects with reasonable promptness. Contractor shall notify 
District upon completion of repairs.

This article does not in any way limit the guarantee of any items for 
which a longer guarantee is specified or on any items for which a 
manufacturer gives a guarantee for a longer period. Contractor shall 
furnish District all appropriate guarantee or warranty certificates upon 
completion of the project.

ARTICLE 14. PROTECTION OF WORK AND PROPERTY: The 
Contractor shall be responsible for all damages to persons or property 
that occur as a result of his fault or negligence in connection with the 
prosecution of this contract and shall be responsible for the proper 
care and protection of all materials delivered and work performed until 
completion and final acceptance by the District. All work shall be solely 
at the Contractor’s risk. Contractor shall adequately protect adjacent 
property from settlement or loss of lateral support as provided by law 
and contract documents. Contractor shall take all necessary 
precautions for safety of employees on the work and shall comply with 
all applicable safety laws and building codes to prevent accidents or 
injury to persons on, about, or adjacent to premises where work is 
being performed. Contractor shall erect and properly maintain at all 
times, as required by conditions and progress of work, all necessary 
safeguards, signs, barriers, light 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. 
Contractor shall designate a responsible member of the organization 
on the work, whose duty shall be prevention of accidents. Contractor 
shall report name and position of person so designated to District. In 
an emergency affecting life and safety of life or of work or of adjoining 
property, Contractor, without special instruction or authorization from 
District, is permitted to act at its discretion to prevent the threatened 
loss or injury. It shall be the responsibility of the Contractor to ascertain 
from the District the rules and regulations pertaining to safety, security 
and driving on school grounds, particularly when children are present

ARTICLE 15. DISTRICT’S RIGHT TO TERMINATE CONTRACT: If 
the Contractor refuses or fails to prosecute the work or any separable 
part thereof with such diligence as will insure its completion within the 
time specified or any extension thereof, or fails to complete said work 
within such time, or if the Contractor should be adjudged a bankrupt, 
or if Contractor should make a general assignment for the benefit of 
creditors, or if a receiver should be appointed on account of 
insolvency, or if Contractor should persistently or repeatedly refuse or 
should fail, except in cases for which extension of time is provided, to 
supply enough properly skilled workers or proper materials to 
complete the work in time specified, or should fail to make prompt 
payment to subcontractors or for material or labor, or persistently 
disregard laws, ordinances or instructions of District, or otherwise be 
guilty of a substantial violation of any provision of the contract, or if 
Contractor or subcontractors should violate any of the provisions of 
this contract, then District may, without prejudice to any other right or 
remedy, serve written notice upon Contractor and hereby agrees to indemnify and hold harmless Contractor from a Claim if it is 
determined by a court of competent 

ARTICLE 16. COMPLIANCE WITH STORM WATER PERMIT: 
Contractor shall be required to comply with all conditions of the State 
Water Resources Control Board ("State Water Board") National 
Pollutant Discharge Elimination System General Permit for Waste 
Discharge Requirements for Discharges of Storm Water Runoff 
Associated with Construction Activity ("Permit") – General NPDES 
Permit No. CAS0000004 adopted by the State Water Resources 
Control Board. Contractor shall be responsible for filing the Notice of 
Intent and for obtaining the Permit and include all costs in the Contract 
amount. Contractor shall be responsible for procuring, implementing 
and complying with the provisions, monitoring and reporting 
requirements as required by the Permit. In addition to compliance with 
the Permit, Contractor shall comply with the lawful requirements of any 
applicable municipality, the District, drainage district, and other local 
agencies regarding discharges of storm water to the storm drain 
system or other watercourses under their jurisdiction, including 
applicable requirements in municipal storm water management 
programs. Contractor shall provide copies of all reports and monitoring 
information to the District Representative.

Storm, surface, nuisance, or other waters may be encountered at 
various times during construction of the Project. The Contractor, by 
signing this contract, hereby acknowledges that it has investigated the 
risk arising from such waters, has prepared its proposal accordingly, 
and assumes any and all risks and liabilities arising therefrom. Failure 
to comply with the Permit is in violation of federal and state law. 
Contractor hereby agrees to indemnify and hold harmless District, its 
officials, officers, agents, employees and authorized volunteers from 
and against any and all claims, demands, losses or liabilities of any 
kind or nature which District, its officials, officers, agents, employees 
and authorized volunteers may sustain or incur for noncompliance with 
the Permit arising out of or in connection with the Project, except 
for liability resulting from the sole established negligence, willful 
misconduct or active negligence of the District, its officials, officers, 
agents, employees or authorized volunteers. District may seek 
damages from Contractor for fines or delay in completing the Contract 
in accordance with the Contract Documents, caused by Contractor's 
failure to comply with the Permit or other regulatory regulations. 
Contractor shall provide copies of all reports and monitoring information to the District Representative.
ARTICLE 19. CLEAN UP: Contractor at all times shall keep premises free from debris such as waste, rubbish and excess materials and equipment caused by his work; debris shall be removed from premises. Contractor shall not leave debris under, in, or about the premises. Upon completion of work Contractor shall clean interior and exterior of building including fixtures, equipment, walls, floors, ceilings, roofs, window sills and ledges, horizontal projections and any areas where debris has collected so surfaces are free from foreign material or discoloration; Contractor shall clean and polish all glass, plumbing fixtures and finish hardware and similar finish surfaces and equipment and remove temporary fencing, barricades, planking and construction toilet and similar temporary facilities from site.

ARTICLE 20. REMOVAL OR RELOCATION OF MAIN OR TRUNKLINE UTILITY FACILITIES: The Contractor shall not be assessed for liquidated damages for delay in completion of this project, when such delay was caused by the failure of the awarding authority of this contract or the owner of the utility to provide for removal or relocation of the existing main or trunkline utility facilities; however, when the Contractor is aware that removal or relocation of an existing utility has not been provided for, Contractor shall promptly notify the awarding authority and the utility in writing, so that provision for such removal or relocation may be made to avoid and minimize any delay which might be caused by the failure to remove or relocate the main or trunkline utility facilities, or to provide for its removal or relocation. In accordance with section 4215 of the Government Code, if the Contractor while performing the contract discovers any existing main or trunkline utility facilities not identified by the public agency in the contract plans or specifications, he shall immediately notify the public agency and utility in writing. The public utility, where they are the owners, shall have the sole discretion to perform repairs or relocation work or permit the Contractor to do such repairs or relocation work at a reasonable price. The Contractor shall be compensated for the costs of locating, repairing damage not due to the failure of the Contractor to exercise reasonable care, and removing or relocating such utility facilities not indicated in the plans and specifications with reasonable accuracy, and for equipment on the project necessarily idled during such work.

ARTICLE 21. CHANGES AND CHANGE ORDERS: Change orders may not cause the total aggregate cost of the project to exceed $60,000 or the project will become subject to competitive bidding. The District, without invalidating contract, and as provided by law, may order extra work or make changes by altering, adding to, or deducting from work, the contract sum being adjusted accordingly. All such work shall be subject to prevailing wage rates and shall be executed under the conditions of the original contract except that any claim for extension of time caused thereby shall be adjusted at the time of ordering such change. In giving instructions, Contractor agrees that the District shall have authority to make minor changes in work, not involving change in cost, and not inconsistent with the purposes or approvals of the project. Otherwise, except in an emergency endangering life or property, no extra work or change shall be made unless pursuant to a written order from District, and no claim for an addition to the contract sum shall be valid unless so ordered.

ARTICLE 22. PAYMENTS: The Contractor shall submit to the District an invoice requesting payment for completion of the Work. The District shall review payment request and, as soon as practical, shall: (i) certify that the request is correct in all aspects and should be paid by the District; (ii) reject the request as not proper, stating the reason(s) why rejection is appropriate; or (iii) require that the Contractor provide additional information that the District reasonably determines is necessary to verify the requested payment amount. In the event the District requires the request to be amended, the Contractor shall submit the request with additional or new information establishing why payment should be made despite the reason(s) stated by the District. The District shall pay the undisputed amount of the Contractor’s request for payment, less any amounts that may be withheld or retained pursuant to this Contract or applicable law, within thirty (30) days of receipt of such request and in accordance with Public Contract Code Section 20104.50.

ARTICLE 23. RESOLUTION OF CONSTRUCTION CLAIMS OF $375,000 OR LESS: For public work claims of $375,000 or less between Contractor and District, if District has not elected to resolve disputes by arbitration pursuant to article 7.2 (commencing with section 10240) of chapter 1 of part 2 of the Public Contract Code, the provisions of article 1.5 (commencing with section 20104) of chapter 1 of part 3 of the Public Contract Code apply (“Article 1.5”). For purposes of Article 1.5, “public work” means “public works contract” as defined in Public Contract Code section 1101. “Claim” means a separate demand by Contractor for a time extension, or payment of money or damages for work done by or for Contractor, payment for which is not otherwise expressly provided in the contract or to which Contractor would not otherwise be entitled, or a payment disputed by District.

Each claim shall be submitted in writing before the date of final payment and shall include all necessary substantiating documentation. District shall respond in writing within forty-five (45) days of receipt of the claim if the claim is over $50,000 ("$50,000 claim") or within sixty (60) days of receipt of the claim, if the claim is over $50,000 but less than equal to $375,000 ("$50,000-$375,000 claim"). In either case, District may request in writing within thirty (30) days of receipt of the claim, any additional documentation supporting the claim or relating to defenses to the claim the District may have against the claimant. Any additional information shall be requested and provided upon mutual agreement of the District and the claimant. District’s written response to the claim shall be submitted to claimant.
within fifteen (15) days after receipt of the further documentation for $50,000 claims or within thirty (30) days after receipt of the further documentation for $50,000-$375,000 claims or within a period of time no greater than that taken by the claimant in producing the additional information, whichever is greater.

Within fifteen (15) days of receipt the District’s response, if claimant disputes District’s written response or within fifteen (15) days of the District’s failure to respond within the time prescribed, the claimant shall provide written notification to District demanding an informal conference to meet and confer (“conference”) to be scheduled by the District within thirty (30) days. If the claim or any portion of the claim remains in dispute following the meet and confer (“meet and conference”) to be scheduled by the District within thirty days. If the claim or any portion of the claim remains in dispute following the meet and confer conference, the claimant may file a claim as provided in Chapter 1 (commencing with section 900) and Chapter 2 (commencing with section 910) of Part 3 of Division 3.6 of Title 1 of the Government Code. For purposes of those provisions, the period of time within which a claim must be filed is tolled from the time the claimant submits a written claim until the time the claim is denied, including time utilized as a result of the meet and confer process.

If a civil action is filed to resolve claims within sixty (60) days (but no earlier than thirty (30) days) following the filing or responsive pleadings, the court shall submit the matter to nonbinding mediation unless waived by mutual stipulation of both parties. The mediation process shall provide that both parties select a disinterested third person mediator within fifteen (15) days, shall be commenced within thirty (30) days of the submittal and concluded within fifteen (15) days from the commencement of the mediation unless time is extended upon a good cause showing to the court or by stipulation of both parties. If the parties fail to select a mediator within the 15-day period, any party may petition the court to appoint the mediator.

If the matter remains in dispute, the case shall be submitted to judicial arbitration pursuant to chapter 2.5 (commencing with section 1141.10) of title 3 of part 3 of the Code of Civil Procedure, notwithstanding section 1141.11 of that code. The Civil Discovery Act (Title 4 (commencing with section 2060.010 of part 4 of the Code of Civil Procedure) shall apply to any proceeding brought under this subdivision consistent with the rules pertaining to judicial arbitration.

The court may, upon request by any party, order any witness to participate in the mediation or arbitration process.

Notwithstanding any other provision of law, upon stipulation of the parties, arbitrators appointed for purposes of this article shall be experienced in construction law and, upon stipulation of the parties, mediators and arbitrators shall be paid necessary and reasonable hourly rates not to exceed their customary rate. Such fees and expenses shall be paid equally by the parties, except in the case of arbitration where the arbitrator, for good cause, determines a different division. In no event shall state or county funds pay these fees or expenses. Any party who, after receiving an arbitration award requests a trial de novo but does not obtain a more favorable judgment, shall pay the attorney’s fees of the other party arising out of the trial de novo in addition to payment of costs and fees required under chapter 2.5 (commencing with section 1141.10) of title 3 of part 3 of the Code of Civil Procedure. District shall not fail to pay any portion of a claim which is undisputed unless otherwise provided herein and shall pay interest at the legal rate commencing on the date the suit is filed in court on any arbitration award or judgment.

**ARTICLE 24. DEFAULT BY CONTRACTOR:** When Contractor, or any subcontractor, or vendor shall fail to deliver any article or service or shall deliver any article or service which does not conform to the work specifications, the District may, upon five (5) business days' prior written notice describing the default, at its option, annul and set aside the contract entered into with said Contractor, subcontractor or vendor either in whole or in part, and make and enter into a new contract in such manner as seems to the Board of Education to be to the best advantage of the District. Any failure for furnishing such articles or services by reason of the failure of the Contractor, subcontractor or vendor, as above stated, shall be a liability against the Contractor and his sureties. The Board of Trustees reserves the right to cancel any articles or services which the Contractor may be unable to furnish because of economic conditions, governmental regulations or other similar causes beyond the control of the Contractor provided satisfactory proof is furnished to the Board of Trustees, if requested.

**ARTICLE 25. WORKERS AND SUPERVISION:** Contractor shall at all times enforce strict discipline and good order among its employees and shall not employ on work any unfit person or anyone not skilled in work assigned to him or her. Any person in the employ of the Contractor whom the District may deem incompetent or unfit shall be dismissed from the job site and shall not again be employed at site without written consent from the District.

**ARTICLE 26. SUBSTITUTIONS:** No substitutions of materials from those specified in the Work Specifications shall be made without the prior written approval of the District.

**ARTICLE 27. ACCESS TO WORK:** District representatives shall at all times have access to work wherever it is in preparation or progress. Contractor shall provide safe and proper facilities for such access.

**ARTICLE 28. OCCUPANCY:** District reserves the right to occupy buildings at any time before formal contract completion and such occupancy shall not constitute final acceptance or approval of any part of the work covered by this contract, nor shall such occupancy extend the date specified for substantial completion of the work.

**ARTICLE 29. ASSIGNMENT OF CONTRACT AND PURCHASE ORDER:** The Contractor shall not assign or transfer by operation of law or otherwise any or all of its rights, burdens, duties, or obligations under this contract without the prior written consent of the District.

**ARTICLE 30. FORCE MAJEURE:** The parties to this contract shall be excused from performance thereunder 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 party (ies), provided that it is satisfactorily established that the non-performance is not due to the fault or neglect of the party not performing.

**ARTICLE 31. PERMITS AND LICENSES:** The Contractor and all of his employees, agents, and subcontractors shall secure and maintain in force, at Contractor’s sole cost and expense, such licenses and permits as are required by law, in connection with the furnishing of materials, supplies, or services herein listed.

**ARTICLE 32. CONTRACTOR NOT OFFICER, EMPLOYEE, OR AGENT OF DISTRICT:** While engaged in carrying out other terms and conditions of the purchase order, the Contractor is an independent contractor, and not an officer, employee, agent, partner, or joint venture of the District.

**ARTICLE 33. ASSIGNMENT OF CLAIMS:** In submitting a quote on this public works project, or any subcontractor agreeing to supply goods, services, or materials, and entering a contract pursuant thereto, the Contractor and/or subcontractor do offer and agree to assign to the District all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Section 15) or under the Cartwright Act, Chapter 2 (commencing with Section 116700 of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services, or materials pursuant to the public works contract or the subcontract. This assignment shall be made and become effective at the time the District tenders final payment to the Contractor without further acknowledgment by the parties.
ARTICLE 34. COMPLIANCE WITH LAWS: Contractor shall give all notices and comply with all laws, ordinances, rules and regulations bearing on conduct or work as indicated or specified. If Contractor observes that any of the work required by this contract is at variance with any such laws, ordinances, rules or regulations, Contractor shall notify the District, in writing, and, at the sole option of the District, any necessary changes to the scope of work shall be made and this Contract shall be appropriately amended in writing, or this Contract shall be terminated effective upon Contractor's receipt of a written termination notice from the District. If Contractor performs any work knowing it to be in violation of such laws, ordinances, rules or regulations, and without first notifying the District of such violation, Contractor shall bear all costs arising therefrom.

Contractor agrees to post job site notices prescribed by regulation Chapter 8 Calif. Code Reg. §16451(d):

"This public works project is subject to monitoring and investigative activities by the Compliance Monitoring Unit (CMU) of the Division of Labor Standards Enforcement, Department of Industrial Relations, State of California. This Notice is intended to provide information to all workers employed in the execution of the contract for public work and to all contractors and other persons having access to the job site to enable the CMU to ensure compliance with and enforcement of prevailing wage laws on public works projects.

"The prevailing wage laws require that all workers be paid at least the minimum hourly wage as determined by the Director of Industrial Relations for the specific classification (or type of work) performed by workers on the project. These rates are listed on a separate job site posting of minimum prevailing rates required to be maintained by the public entity which awarded the public works contract. Complaints concerning nonpayment of the required minimum wage rates to workers on this project may be filed with the CMU at any office of the Division of Labor Standards Enforcement (DLSE).

ARTICLE 35. TIME IS OF THE ESSENCE: Time is of the essence in the performance of and compliance with each of the provisions and conditions of this contract.

ARTICLE 36. GOVERNING LAW: This contract shall be governed by and construed in accordance with the laws of the State of California.

ARTICLE 37. NO ORAL MODIFICATION: Any waiver, amendment, modification, consent or acquiescence with respect to this contract or any provision of this contract or with respect to any failure to perform in accordance therewith shall be set forth in writing and duly executed by or on behalf of the party to be bound thereby.

ARTICLE 38. ASBESTOS HAZARD EMERGENCY RESPONSE ACT (AHERA): All contract work that is performed for the Rio Hondo Community College District by outside contractors or workers must meet all of the regulations that have been set forth in the AHERA rule. This means that all work which could disturb the integrity of any Asbestos Containing Building Material (A.C.B.M.) needs to be approved by the District. This refers to the sawing, grinding, cutting, or drilling of any A.C.B.M. in occupied areas of District buildings.

ARTICLE 39. PROHIBITION AGAINST LEAD-BASED MATERIALS: In accordance with the Lead-Safe Schools Protection Act (Education Code Section 32240 et seq.), the Contractor shall not use for purposes of the Work, or incorporate into the Work, any lead based paint, lead plumbing or solder, or other materials, equipment or other things that, in whole or in part, consist of lead and, therefore, may be a potential source of lead contamination.

ARTICLE 40. DRUG FREE/SMOKE FREE/ALCOHOL FREE POLICY: All District sites are designated drug free/smoke free/alcohol free. The use or abuse of controlled substances, tobacco products and alcohol will not be tolerated.

ARTICLE 41. LABOR COMPLIANCE: If the District is using funds derived from the Kindergarten-University Public Education Facilities Bond Acts of 2002, 2004 or 2006 for this Project, then the Contractor may be required to enforce the District's Labor Compliance Program ("LCP").

ARTICLE 42. DIR REGISTRATION: In accordance with Labor Code 1725.5, Contractor and Subcontractors must be registered as of the date of this Agreement.

ARTICLE 43. PROJECT-RELATED RECORDS: The Contractor shall maintain all documents, books, papers, accounting records, computer files, and other information related to the Project and performance of the Work ("Project Records"), including, but not limited to, Change Orders, submittals, requests for information, daily reports, correspondence, permits, insurance policies, certificates of insurance, testing and inspection reports, and safety records. The Contractor shall keep such accurate and comprehensive Project Records as are (i) necessary for proper administration and performance of the Work and (ii) required by law or this Contract. All Project Records, as applicable, shall be maintained in accordance with generally accepted accounting principles. If the Contract Amount, as adjusted pursuant to this Contract, exceeds $10,000, then, in accordance with Government Code Section 8546.7, the State has the right to examine, review, audit and/or copy the Records of the Work during the three-year period following final payment to the Contractor pursuant to the Contract. In addition, the District hereby has the right to examine, review, audit and/or copy the Records of the Work during the four-year period following final payment to the Contractor pursuant to the Contract. Therefore, the Contractor shall make the Project Records available at its offices at all reasonable times during the performance of the Work and for four (4) years from the Governing Board accepts the Work. However, if any audit is commenced within such four (4) year period, the Contractor shall make the Project Records available at all reasonable times until proceedings related to such audit are complete and all statutes of limitation related thereto have expired. In the event the District notifies the Contractor that federal funds have been used in connection with the Project, the Contractor shall retain and make available the Project Records for such longer period as may be required by federal law.

THIS CONCLUDES THE GENERAL TERMS AND CONDITIONS consisting of Articles 1 through 43.
APPENDIX A
Science Building Summary

OWNER: Rio Hondo Community College District
ADDRESS: 3600 Workman Mill Rd
            Whittier, CA 90601
CONTACTS: Andrew Delgado
PHONE: 562-896-6982

ROOFTOP INSPECTION
INSPECTION DATE: 10/06/2022
CORE SAMPLE: Yes
INSPECTION TYPE: Visual
DECK CONDITION: Fair
LEAK DATA: Yes
SOURCE: Owner

PROJECT: Rio Hondo College
BUILDINGS: Science Building
            3600 Workman Mill Rd.
ADDRESS: Whittier, CA 90601

BUILDING INFORMATION

<table>
<thead>
<tr>
<th>AGE</th>
<th>SQ. FT.</th>
<th>ACCESS</th>
<th>SLOPE</th>
<th>HEIGHT</th>
</tr>
</thead>
<tbody>
<tr>
<td>15+</td>
<td>49,497</td>
<td>Inside Ladder</td>
<td>¼”-12”</td>
<td>50’</td>
</tr>
</tbody>
</table>

ROOF SYSTEM

<table>
<thead>
<tr>
<th>TYPE</th>
<th>LAYERS</th>
<th>ATTACHMENT</th>
<th>THICKNESS</th>
</tr>
</thead>
<tbody>
<tr>
<td>DECK: Concrete</td>
<td>1</td>
<td>Solid</td>
<td>-</td>
</tr>
<tr>
<td>INSULATION:</td>
<td></td>
<td>-</td>
<td></td>
</tr>
<tr>
<td>EXISTING:</td>
<td>Metal panelized</td>
<td>1</td>
<td>Mechanically</td>
</tr>
</tbody>
</table>

DETAILS

| PERIMETER:     | Parapet Wall |
| FLASHING:      | No           |
| DRAINAGE:      | Scuppers     |

ROOFTOP EQUIPMENT/ACCESSORIES

<table>
<thead>
<tr>
<th>TYPE</th>
<th>QTY</th>
</tr>
</thead>
<tbody>
<tr>
<td>MECHANICAL EQUIPMENT:</td>
<td>HVAC</td>
</tr>
<tr>
<td>PENETRATIONS:</td>
<td>Pipes &amp; Vents</td>
</tr>
<tr>
<td>PERIMETER GUTTER:</td>
<td>No</td>
</tr>
</tbody>
</table>

EXISTING ROOF TYPE / RATING

| DECK:           | Fair |
| FIELD – EXISTING ROOF: | Poor |
| FIELD SEAMS – EXISTING ROOF: | Poor |
| PERIMETER – EXISTING ROOF: | Poor |
| PENETRATIONS – EXISTING | Poor |
| ROOF:           |      |
| WALLS – EXISTING: | Fair |
| DRAINS:         | Fair |
| SKYLIGHTS:      | Poor |
| COUNTER FLASHINGS: | n/a  |
| DEBRIS ON ROOF: | No   |
| PONDING WATER:  | Yes  |
| OTHER:          | n/a  |
The science building at Rio Hondo College is a multi-story reinforced concrete building that has a concrete roof deck and Styrofoam insulation. This entire roof needs to be removed down to the insulation.

The building is approximately 47,815 square feet.
APPENDIX B: INSPECTION PHOTOS

The sheet metal panels installed on top of the existing Styrofoam insulation have been patched at every seam and joint. It does not appear to be a viable solution for keeping the building watertight. Constant ongoing maintenance costs outweigh the installation cost of a Seamless roof.

The perimeter of the roof has a built up roof and has silicone coating. This will be removed when the entire roof is removed in order to start over. This roof has many HVAC, vent and pipe penetrations. The roof will be removed and during the new roof installation penetration flashing and equipment curbs will be incapsulated to create a roof that is one seamless piece.
APPENDIX B: INSPECTION PHOTOS

The roof has a parapet wall at the perimeter with coping. The coping on this building will be removed and stored during roof work and reinstalled after. WeatherWeld will be applied to the outside edge of the parapet wall.

The building has small sections that extend from areas of the roof. This area terminates to a viewing window with counter flashing. WeatherWeld will be applied to the entire walls in this section terminating at the outside edge of the wall.
APPENDIX B: INSPECTION PHOTOS

The above photo shows the built-up perimeter with silicone coating and the array of equipment and penetrations located at this end of the building. Here is a better view of the curb mounted vents and equipment on this roof and vent and pipe penetrations. The client reported that all of the equipment on the roof is working and functional. Mechanical equipment and ducts have been temporarily sealed throughout its life. It is recommended to seal all roof and mechanical penetrations with WeatherWeld during installation. This will make rooftop penetrations Seamless with the roof installation.

It is recommended to remove permanently attached conduit from the roof and relocate onto coping metal or set on blocks min. 12" above the roof deck. The building drains to scuppers cut through concrete parapet walls. Custom design scupper insert will have to be installed that will flange to the inside of the parapet wall and tie into the horizontal drainpipe that extends to the parapet.
This is another of the small sections that extend out from the main roof. This section is a built-up roof section. This section does not need to be removed and will be reroofed with the main roof during the installation.

There is a large skylight in this section. The skylight is flush mounted. It is recommended that the skylight dome be replaced.
## System Overview

<table>
<thead>
<tr>
<th>Deck:</th>
<th>Non-Nailable Roof Deck</th>
</tr>
</thead>
<tbody>
<tr>
<td>Base Sheet:</td>
<td>80# Granule Surfaced Cap Sheet (Inverted)</td>
</tr>
<tr>
<td>Asphalt Emulsion:</td>
<td>30 Gal</td>
</tr>
<tr>
<td>Fiberglass Roving:</td>
<td>16 Lbs</td>
</tr>
<tr>
<td>Coating:</td>
<td>CA Title 24 Cool Roof Reflective Coating (3 Gal. / 100 Sq.Ft.)</td>
</tr>
</tbody>
</table>

**CA TITLE 24 COOL ROOF REFLECTIVE COATING (3 GAL. / 100 SQ.FT.)**

**NCNN-1B-16-30-A WEATHERWELD APPLICATION**
- 30 GAL / 100 SQ. FT. ASPHALT EMULSION
- 16 LBS / 100 SQ. FT. FIBERGLASS ROVING

**1-90 MINERAL SURFACED CAP SHEET (INVERTED)**

**EXISTING NON-NAILABLE ROOF DECK**

---

**NCNN-1B-16-30-A**

9757 7th Street
Suite 803
Rancho Cucamonga, CA 91730-5297
(888) 440-3224
www.weatherweld.com

**Drawing Title:** SYSTEM OVERVIEW

**Prepared For:**

**Drawing Date:** 11/11/20

**Scale:** NTS

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Page 1 of 4
EXHIBIT C: ROOFING SYSTEM OVERVIEW

CA TITLE 24 COOL ROOF REFLECTIVE COATING (3 GAL. / 100 SQ.FT.)

NCNN-1B-16-30-A WEATHERWELD APPLICATION
30 GAL / 100 SQ. FT. ASPHALT EMULSION
16 LBS / 100 SQ. FT. FIBERGLASS ROVING

1-90 MINERAL SURFACED CAP SHEET (INVERTED)

EXISTING NON-NAILABLE ROOF DECK

DRAIN STRAINER

DRAIN LOCKING RING

DRAIN BOWL
EXHIBIT C: ROOFING SYSTEM OVERVIEW

**Equipment Counter Flashing**

**Equipment Curb**

CA Title 24 Cool Roof Reflective Coating (3 gal. / 100 sq. ft.)

NCNN-1B-16-30-A Weatherweld Application
30 gal / 100 sq. ft. Asphalt Emulsion
16 lbs / 100 sq. ft. Fiberglass roving

4" Cant Strip

Fasten Cap Sheet Every 8" [203mm]

Existing Non-Nailable Roof Deck

1-90 Mineral Surfaced Cap Sheet (Inverted)
EXHIBIT C: ROOFING SYSTEM OVERVIEW

CA TITLE 24 COOL ROOF REFLECTIVE COATING (3 GAL. / 100 SQ. FT.)

NCNN-1B-16-30-A WEATHERWELD APPLICATION
30 GAL / 100 SQ. FT. ASPHALT EMULSION
16 LBS / 100 SQ. FT. FIBERGLASS ROVING

1-90 MINERAL SURFACED CAP SHEET (INVERTED)

EXISTING NON-NAILABLE ROOF DECK

EMBED PRE-FORMED SCUPPER IN SEALANT BED

SYSTEM:

NCNN-1B-16-30-A