

PALO VERDE COLLEGE

INFORMAL INVITATION FOR BID (IFB)

**PURSUANT TO CALIFORNIA UNIFORM PUBLIC CONSTRUCTION COST ACCOUNT ACT FOR
PROJECTS BELOW CUPCAA BID LIMITS – PCC §22000, et seq.**

**NEEDLES CENTER INTERIM STUDENT HOUSING
(Site Preparation and Utility Connection to New Portables)**

BID NO. 2019-01

BID DUE DATE: JULY 24, 2019 AT 2:00 P.M.

Informal sealed bids must be received by **2:00 p.m., July 24, 2019**, at the Administrative Services Office. Address sealed Informal Bids to: Stephanie Slagan, Vice President of Administrative Services, Palo Verde College, One College Drive, Blythe, California 92225, Bid No. 2019-01

Note: There will be a Non-Mandatory Job Walk held on July 9, 2019 (at 9:00 a.m.) held at the Needles Center located at 725 N. Broadway, Needles, CA 92363

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INTRODUCTION

CUPCCAA. Palo Verde Community College (PVCCD) has adopted the CUPCCAA (Public Code Section 22000 Et Seq.). The act is commonly referred to as the “Informal Bidding Act”. In accordance with the Act, Palo Verde Community College will maintain a list of qualified contractors who will be asked to bid on any public works project less than \$200,000 pertaining to a specific area of expertise. **All bidders must submit a CUPCCAA Pre-Qualification Application prior to bid submittal. Failure to comply will render the bidder as non-responsive.**

Pursuant to California Public Contract Code (PCC) §22000 et seq., Palo Verde Community College District (“District”) hereby seeks lump sum bids in response to this informal Invitation for Bid (IFB) No. 2019-01 for its Interim Student Housing project (Project) which will require the successful Bidder to prepare site for installation of three modular classroom buildings, one office modular building and one modular restroom building and connect necessary utilities to the buildings as described in Exhibit A Scope of Work.

Sealed bids will be accepted on District bid form by District, until July 24, 2019 at 2:00 p.m. All addenda and notices related to this solicitation will be posted by District on Purchasing Services’ website at [www.http://www.paloverde.edu/business/purchasing/default.aspx](http://www.paloverde.edu/business/purchasing/default.aspx) . In the event this IFB is obtained through any means other than District’s distribution, District will not be responsible for the completeness, accuracy, or timeliness of the final request for bid document.

PRE-BID MEETING.

A non-mandatory pre-bid meeting and job walk for prime contractors will be held on: July 9, 2019 at 9:00 a.m. at the Needles Center, 725 N. Broadway, Needles, CA.

REQUEST FOR INFORMATION.

The deadline to submit a Request for Information (RFI) is: July 17, 2019. RFI must be addressed to: Stephanie Slagan, Vice President of Administrative Services, One College Drive, Blythe, CA 92225, email: Stephanie.Slagan@paloverde.edu or Fax: 760-922-0230

REQUIRED CONTRACTORS LICENSES:

Each Bidder shall be a licensed contractor pursuant to the California Business and Professions Code §7028.15 and California Public Contract Code §3300, and shall be licensed in the following classification as required by the scope of work:

a) General Contractor Class B License, or; b) General Engineering Class A License. It is acceptable for a Bidder with a Class A license to list subcontractors who possess the proper license for the utility connection portion of work. Any Bidder not meeting the above license requirements following the bid opening will be rejected as non-responsive.

PROJECT COST ESTIMATE: **\$125,000 PROJECT DURATION: **Forty-two (42) calendar days****

BID SECURITY REQUIRED:

Ten percent (10%) of the maximum amount of the Bid in the form of Bid Bond, Cash, or Certified or Cashier’s Check.

BONDS REQUIRED:

Performance Bond and Payment Bond; each one hundred percent (100%).

INFORMAL BID SUBMISSION INSTRUCTIONS

Informal Bid No. 2019-01:

SUBMISSIONS:

To receive consideration, bids shall be submitted in accordance with the following instructions:

- a. Bids shall be received in the Administrative Services/Purchasing Department at the date and time specified on the Invitation for Bid Form.
- b. Any Bidder who fails to submit its documentation by the date and time specified on the Invitation for Bid Form shall have that bid rejected and returned. The District reserves the right to reject any or all bids, to waive any informality or irregularity in any bid received, and to be the sole judge of the merits of all bids received.
- c. By submitting a bid, Bidder expressly represents to District that Bidder has given District prompt written notice of all conflicts, errors, ambiguities, or discrepancies that it has discovered in or among the informal bid documents that are distributed in this packet ("Informal Bid Documents") and the actual conditions and the written resolution thereof by District is acceptable to Bidder.
- d. Any concerns regarding the specifications must be called to the attention of District no less than seventy-two (72) hours prior to the opening date set forth herein.
- e. Bidder must perform the work, investigations, research, and analysis required by this document prior to bidding. Bidder represents by the submittal of its Bid Form that it performed such work, investigations, research and analysis prior to bidding. Bidder is charged with possessing all information and knowledge that a reasonable Bidder would ascertain from having performed this required work, investigation, research, and analysis. Bid prices must include entire cost of all work "incidental" to completion of the work.

BID FORM:

All bids shall be on the form provided by the District. Each bid must conform and be responsive to all pertinent Contract Documents, including, but not limited to, the Instructions to Bidders.

PRICES:

All bid prices shall include separate lines for each item or unit specified. Corrections may be inserted prior to the bid deadline. In any case in which the total quote price does not equal the unit prices times the quantities indicated, unit prices shall govern. Discrepancies between written words and figures, or words and numerals, will be resolved in favor of numerals or figures. All bid prices shall be considered all-inclusive unless explicitly expressed otherwise.

BID BOND.

A bid bond by an admitted surety insurer on the form provided by the District, cash, or a cashier's check or a certified check, drawn to the order of the Palo Verde Community College District, in the amount of ten percent (10%) of the total bid price, shall accompany the Bid Form and Proposal, as a guarantee that the Bidder will, within six (6) calendar days after the date of the Notice of Award, enter into a contract with the District for the performance of the services as stipulated in the bid. **Bids submitted without necessary bid security will be deemed non-responsive and will not be considered**

PAYMENT & PERFORMANCE BONDS:

The successful Bidder shall be required to furnish a 100 % Performance Bond and a 100% Payment Bond if it is awarded the contract for the Work. The costs associated with providing these Bonds must be included in the total amount of the bid as submitted by the Bidder.

BIDS:

Bidders must supply all required information. Bids must be full and complete. Bids shall be valid for sixty (60) days after the Informal Bid Deadline.

BID QUESTIONS AND CLARIFICATIONS – ADDENDA:

All questions about the meaning or intent of the Informal Bid Documents are to be directed to Stephanie Slagan, Vice President of Administrative Services, One College Drive, Blythe, CA 92225, email: Stephanie.Slagan@paloverde.edu or Fax: 760-922-0230 . Interpretations or clarifications considered necessary by District in response to such questions will be issued in writing by Addenda emailed, faxed, mailed, or delivered to all parties recorded by District as having received the Informal Bid Documents. Questions received less than seven (7) calendar days prior to the date for opening bids may not be answered. Only questions answered by formal written Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.

AWARD OR REJECTION OF BIDS:

Because this is an “informal bid” the process does not include a public bid opening or specified time of bid opening. The District will notify the successful bidder within a reasonable time after the bid due date and following the District’s review of all bids and its due diligence process. This process is intended to determine if the lowest bid is responsive and the low Bidder is responsible. District reserves the right to reject any or all bids, including without limitation the right to reject any or all nonconforming, non-responsive, unbalanced, or conditional bids, to re-bid, and to reject the bid of any Bidder if District believes that it would not be in the best interest of District to make an award to that Bidder, whether because the bid is not responsive or the Bidder is unqualified or of doubtful financial ability or fails to meet any other pertinent standard or criteria established by District. District also reserves the right to waive inconsequential deviations not involving price, time, or changes in the work. For purposes of this paragraph, an “unbalanced bid” is one having nominal prices for some work items and/or enhanced prices for other work items.

DIRECTOR OF INDUSTRIAL RELATIONS REGISTRATION:

If the bids subject to this Notice are due on or after March 1, 2015, then pursuant to Labor Code §§ 1725.5 and 1771.1, 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 State of California 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 DIR to perform public work. If awarded a Contract, the Bidder and its subcontractors, of any tier, shall maintain active registration with the DIR for the duration of the Project.

This Project is subject to compliance monitoring and enforcement by the DIR. In bidding on this Project, it shall be the Bidder’s sole responsibility to evaluate and include the cost of complying with all labor compliance requirements under this contract and applicable law in its bid. Refer to Terms and Conditions Article 33, LABOR CODE AND DIR REGISTRATION REQUIREMENTS for additional details of labor code compliance and Contract requirements.

CERTIFIED PAYROLLS AND PREVAILING WAGES:

Prevailing Wage Rates: The Contractor and all Subcontractors under the Contractor shall pay all workers on all work performed pursuant to this Contract not less than the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work as determined by the Director of the Department of Industrial Relations, State of California, for the type of work performed and the locality in which the work is to be performed within the boundaries of the District, pursuant to sections 1770 et seq. of the California Labor Code. Prevailing wage rates are also available on the Internet at: <<http://www.dir.ca.gov>>.

BID DOCUMENTS:

Bid Documents are available online or via electronic means for a Contract Set including bid forms, drawings, specification and general conditions.

Bid Forms are available at: <http://www.paloverde.edu/business/purchasing/default.aspx> or

Plan Rooms: Ebidboard.com
Construction.com
Socialbuilders.org
BidAmerica.com
Agcsd.org (Assoc. General Contractors of San Diego Chapter)

DSA Bid Documents: <https://spaces.hightail.com/receive/YFUDzwzpuf>

CA Dept. of Industrial Relations: www.dir.ca.gov (for contractor registration information)

SCOPE OF WORK

Installation of five temporary portable buildings (one office modular, three classroom modular buildings and one restroom modular building.) The scope includes site grading, installation of an accessible concrete path, utility connections (water, sewer and electrical), fire alarm tie-in to existing system, and setting of portable buildings. Palo Verde College will be leasing the portable buildings and others will be responsible for the removal of the portables at the end of the lease term.

DOCUMENTS TO BE RETURNED BY BIDDERS ON BID DUE DATE:

Bidders must complete and submit all of the following documents with the Bid Form and Proposal:

- The Bid Bond (on the District's form) or other security
- The Designated Subcontractors List
- The Site-Visit Certification
- The Non-collusion Declaration
- Workers Compensation Certification
- Prevailing Wage and Related Labor Requirement Certification
- Drug-Free Workplace Certification
- Tobacco-Free Environment Certification
- Hazardous Materials Certification

2019-01 BID FORM AND PROPOSAL (page 1 of 4)

To: Governing Board of Palo Verde Community College District ("District" or "Owner")

From: _____
(Proper Name of Bidder)

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

BID 2019-01 PVC-NEEDLES CENTER INTERIM STUDENT HOUSING ("Project" or "Contract")

and will accept in full payment for that Work the following total Base Bid amount, all taxes and costs associated with Bonds included:

TOTAL BID AMOUNT:	
	\$ _____
_____ dollars	
Total Cost of Project (Includes Base Bid, Allowance & Alternates)	

Breakdowns

_____ dollars	\$ _____
Base Bid	

Five Thousand _____ dollars	<u>\$5,000</u>
Allowances	

Not Applicable for this bid _____ dollars	\$ _____
Alternates, If Applicable	

Descriptions of alternates are primarily scope definitions and do not necessarily detail the full range of materials and processes needed to complete the construction.

1. Allowance. The allowance/s listed on this Bid Form shall only be allocated for unforeseen items relating to the Work. Contractor shall not bill for or be due any portion of this allowance unless the District has identified specific work, Contractor has submitted a price for that work or the District has proposed a price for that work, the District has accepted the cost for that work, and the District has prepared a change order incorporating that work. Contractor hereby authorizes the District to execute a unilateral deductive change order at or near the end of the Project for all or any portion of the allowance not allocated.
2. The undersigned has reviewed the Work outlined in the Contract Documents and fully understands the scope of Work required in this Proposal, understands the construction and project management function(s) is described in the Contract Documents, and that each Bidder who is awarded a contract shall be in fact a prime contractor, not a subcontractor, to the District, and agrees that its Proposal, if accepted by the District, will be the basis for the Bidder to enter into a contract with the District in accordance with the intent of the Contract Documents.

3. The undersigned has notified the District in writing of any discrepancies or omissions or of any doubt, questions, or ambiguities about the meaning of any of the Contract Documents and has contacted the Construction Manager before bid date to verify the issuance of any clarifying Addenda.
4. The undersigned agrees to commence work under this Contract on the date established in the Contract Documents and to complete all work within the time specified in the Contract Documents.
5. The liquidated damages clause, **of \$1,000.00 per day**, of the General Conditions and Agreement is hereby acknowledged.
6. The undersigned acknowledges that **five percent (5%) retention** is required for this Project and agrees thereto.
7. It is understood that the District reserves the right to reject this bid and that the bid shall remain open to acceptance and is irrevocable for a period of ninety (90) days.
8. The following documents are attached hereto:

- **The Bid Bond (on the District's form) or other security**
- **The Designated Subcontractors List**
- **The Non-collusion Declaration**
- **Workers Compensation Certification**
- **Prevailing Wage and Related Labor Requirement Certification**
- **Hazardous Materials Certification**

9. Receipt and acceptance of the following addenda is hereby acknowledged:

No.____, Dated _____	No.____, Dated _____
No.____, Dated _____	No.____, Dated _____
No.____, Dated _____	No.____, Dated _____
No.____, Dated _____	No.____, Dated _____

10. Bidder acknowledges that the license required for performance of the Work is a "B" license.
11. The undersigned hereby certifies that Bidder is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed on the Work.
12. Bidder specifically acknowledges and understands that if it is awarded the Contract, that it shall perform the Work of the Project while complying with all requirements of the applicable labor compliance program and directives of the Compliance Monitoring Unit of the Department of Industrial Relations. Contractors and subcontractors must register as Public Works Contractors with the Department of Industrial Relations.
13. The Bidder represents that it is competent, knowledgeable, and has special skills with respect to the nature, extent, and inherent conditions of the Work to be performed. Bidder further acknowledges that there are certain peculiar and inherent conditions existent in the construction of the Work that may create, during the Work, unusual or peculiar unsafe conditions hazardous to persons and property.
14. Bidder expressly acknowledges that it is aware of such peculiar risks and that it has the skill and experience to foresee and to adopt protective measures to adequately and safely perform the Work with respect to such hazards.
15. Bidder expressly acknowledges that it is aware that if a false claim is knowingly submitted (as the terms "claim" and "knowingly" are defined in the California False Claims Act, Cal. Gov. Code, §12650 et seq.), the District will be

entitled to civil remedies set forth in the California False Claim Act. It may also be considered fraud and the Contractor may be subject to criminal prosecution.

16. The undersigned Bidder certifies that it is, at the time of bidding, and shall be throughout the period of the contract, licensed by the State of California to do the type of work required under the terms of the Contract Documents. Bidder further certifies that it is regularly engaged in the general class and type of work called for in the Contract Documents.

Furthermore, Bidder hereby certifies to the District that all representations, certifications, and statements made by Bidder, as set forth in this bid form, are true and correct and are made under penalty of perjury.

Dated this _____ day of _____ 20 _____

Proper Business Name of Bidder _____

Business Address of Bidder _____

Signature _____

Typed written name and title of Signer _____

Taxpayer's Identification No. of Bidder _____

Telephone Number _____

Fax Number _____

E-mail _____ Web page _____

Contractor's License No(s): No.: _____ Class: _____ Expiration Date: _____

No.: _____ Class: _____ Expiration Date: _____

Name of Corporation: _____

President: _____

Secretary: _____

Treasurer: _____

Manager: _____

(If Bidder is a corporation, affix corporate seal)

END OF DOCUMENT
00 43 13

DESIGNATED SUBCONTRACTORS LIST

TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID:

BID NO. 2019-01 PVC Needles Center Interim Student Housing

Bidder acknowledges and agrees that under Public Contract Code section 4100, et seq., it must clearly set forth below the name and location of each subcontractor who will perform work or labor or render service to the Bidder in or about the construction of the Work in an amount in excess of one-half of one percent (0.5%) of Bidder's total Bid and the kind of Work that each will perform. Furthermore, Bidder acknowledges and agrees that under Public Contract Code section 4100, et seq., if Bidder fails to list as to any portion of Work, or if Bidder lists more than one subcontractor to perform the same portion of Work, Bidder must perform that portion itself or be subjected to penalty under applicable law.

If alternate bids are called for and Bidder intends to use subcontractors different from or in addition to those subcontractors listed for work under the base Bid, Bidder must list subcontractors that will perform Work in an amount in excess of one half of one percent (0.5%) of Bidder's total Bid, including alternates.

In case more than one subcontractor is named for the same kind of Work, state the portion of Work that each subcontractor will perform.

Vendors or suppliers of materials only do not need to be listed.

If further space is required for the list of proposed subcontractors, additional sheets showing the required information, as indicated below, shall be attached hereto and made a part of this document.

Subcontractor Name: _____ **Location:** _____

Portion of Work: _____ **License #** _____

DIR Number: _____

Cost: _____

Subcontractor Name: _____ **Location:** _____

Portion of Work: _____ **License #** _____

DIR Number: _____

Cost: _____

Subcontractor Name: _____ **Location:** _____

Portion of Work: _____ **License #** _____

DIR Number: _____

Cost: _____

Subcontractor Name: _____ **Location:** _____

Portion of Work: _____ License # _____

DIR Number: _____

Cost: _____

Subcontractor Name: _____ **Location:** _____

Portion of Work: _____ License # _____

DIR Number: _____

Cost: _____

Subcontractor Name: _____ **Location:** _____

Portion of Work: _____ License # _____

DIR Number: _____

Cost: _____

Subcontractor Name: _____ **Location:** _____

Portion of Work: _____ License # _____

DIR Number: _____

Cost: _____

Date: _____

Proper Name of Bidder: _____

Signature: _____

Print Name: _____

Title: _____

END OF DOCUMENT

NON-COLLUSION DECLARATION

TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID
Public Contract Code Section 7106

Bid No. 2019-01 PVC Needles Center Interim Student Housing

The undersigned declares:

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

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

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

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

Date: _____

Proper Name of Bidder: _____

Signature: _____

Print Name: _____

Title: _____

BID BOND

(Note: If Bidder is providing a bid bond as its bid security, Bidder must use this form, NOT a surety company form.)

KNOW ALL PERSONS BY THESE PRESENTS:

That the undersigned, as _____ as Principal ("Principal"),

and _____ as Surety ("Surety"),
a corporation organized and existing under and by virtue of the laws of the State of _____ and authorized to do business as a
surety in the State of California, are held and firmly bound unto the **Palo Verde Community College District ("District") of Riverside County, State
of California** as Obligee, in the sum of

_____ (\$ _____)

lawful money of the United States of America, for the payment of which sum well and truly to be made, we, and each of us, bind ourselves, our heirs,
executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that whereas the Principal has submitted a bid to the District for all Work specifically described in the
accompanying bid as:

Bid No. 2019-01 – PVC-Needles Center Interim Student Housing

NOW, THEREFORE, if the Principal is awarded the Contract and, within the time and manner required under the Contract Documents, after the prescribed
forms are presented to Principal for signature, enters into a written contract, in the prescribed form in accordance with the bid, and files two bonds, one
guaranteeing faithful performance and the other guaranteeing payment for labor and materials as required by law, and meets all other conditions to the
contract between the Principal and the Obligee becoming effective, or if the Principal shall fully reimburse and save harmless the Obligee from any damage
sustained by the Obligee through failure of the Principal to enter into the written contract and to file the required performance and labor and material bonds,
and to meet all other conditions to the Contract between the Principal and the Obligee becoming effective, then this obligation shall be null and void;
otherwise, it shall be and remain in full force and effect. The full payment of the sum stated above shall be due immediately if Principal fails to execute
the Contract within six (6) days of the date of the District's Notice of Award to Principal.

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

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

If the District awards the bid, the security of unsuccessful bidder(s) shall be returned within sixty (60) days from the time the award is made. Unless
otherwise required by law, no bidder may withdraw its bid for ninety (90) days after the date of the bid opening.

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

(Affix Corporate Seal)

Principal

By

(Affix Corporate Seal)

Surety

By

Name of California Agent of Surety

Address of California Agent of Surety

Telephone Number of California Agent of Surety

**Bidder must attach Power of Attorney and Certificate of Authority for Surety and a Notarial Acknowledgment for all Surety's signatures. The
California Department of Insurance must authorize the Surety to be an admitted Surety Insurer.**

DOCUMENTS TO BE RETURNED BY SUCCESSFUL BIDDER, IF AWARDED:

AGREEMENT FORM – STIPULATED SUM (SINGLE-PRIME CONTRACT)

(sample only)

THIS AGREEMENT IS MADE AND ENTERED INTO THIS _____ DAY OF _____, 20____, by and between the Palo Verde Community College District (“District”) and _____ (“Contractor”)

(“Agreement”). **WITNESSETH:** That the parties hereto have mutually covenanted and agreed, and by these presents do covenant and agree with each other, as follows:

1. **The Work:** Contractor agrees to furnish all tools, equipment, apparatus, facilities, labor, and material necessary to perform and complete in a good and workmanlike manner, the work of the following project:

PROJECT: **Bid No. 2019-01 PVC Needles Center Interim Student Housing**
 (“Project” or “Contract” or “Work”)

It is understood and agreed that the Work shall be performed and completed as required in the Contract Documents including, without limitation, the Drawings and Specifications and submission of all documents required to secure funding or by the Division of the State Architect for close-out of the Project, under the direction and supervision of, and subject to the approval of, the District or its authorized representative.

2. **The Contract Documents:** The complete Contract consists of all Contract Documents as defined in the General Conditions and incorporated herein by this reference. Any and all obligations of the District and Contractor are fully set forth and described in the Contract Documents. All Contract Documents are intended to cooperate so that any Work called for in one and not mentioned in the other or vice versa is to be executed the same as if mentioned in all Contract Documents.
3. **Interpretation of Contract Documents:** Should any question arise concerning the intent or meaning of Contract Documents, including the Drawings or Specifications, the question shall be submitted to the District for interpretation. If a conflict exists in the Contract Documents, modifications, beginning with the most recent, shall control over this Agreement (if any), which shall control over the Special Conditions, which shall control over any Supplemental Conditions, which shall control over the General Conditions, which shall control over the remaining Division 0 documents, which shall control over Division 1 Documents which shall control over Division 2 through Division 18 documents, which shall control over figured dimensions, which shall control over large-scale drawings, which shall control over small-scale drawings. In no case shall a document calling for lower quality and/or quantity material or workmanship control. The decision of the District in the matter shall be final.
4. **Time for Completion:** It is hereby understood and agreed that the work under this contract shall be completed no later than October 1, 2019 OR forty-two (42) calendar days after Notice to Proceed. Contractor and District expressly agree that this stated time for completion of the Work is reasonable for this Project.
5. **Completion-Extension of Time:** Should the Contractor fail to complete this Contract, and the Work provided herein, within the time fixed for completion, due allowance being made for the contingencies provided for herein, the Contractor shall become liable to the District for all loss and damage that the District may suffer on account thereof. The Contractor shall coordinate its work with the Work of all other contractors. The District shall not be liable for delays resulting from Contractor's failure to coordinate its Work with other contractors in a manner that will allow timely completion of Contractor's Work. Contractor shall be liable for delays to other contractors caused by Contractor's failure to coordinate its Work with the work of other contractors.
6. **Liquidated Damages:** Time is of the essence for all work under this Agreement. It is hereby understood and agreed that it is and will be difficult and/or impossible to ascertain and determine the actual damage that the District will sustain in the event of and by reason of Contractor's delay; therefore, Contractor agrees that it shall pay to the District the sum of **One Thousand Dollars (\$1,000.00)** per day as liquidated damages for each and every day's delay beyond the time herein prescribed in finishing the Work.

It is hereby understood and agreed that this amount is not a penalty.

In the event any portion of the liquidated damages are not paid to the District, the District may deduct that amount from any money due or that may become due the Contractor under this Agreement. The District's right to assess liquidated damages is as indicated herein and in the General Conditions.

The time during which the Contract is delayed for cause as hereinafter specified may extend the time of completion for a reasonable time as the District may grant. This provision does not exclude the recovery of damages for delay by either party under other provisions in the Contract Documents.

7. **Loss Or Damage:** The District and its authorized representatives shall not in any way or manner be answerable or suffer loss, damage, expense, or liability for any loss or damage that may happen to the Work, or any part thereof, or in or about the same during its construction and before acceptance, and the Contractor shall assume all liabilities of every kind or nature arising from the Work, either by accident, negligence, theft, vandalism, or any cause whatever; and shall hold the District and its authorized representatives harmless from all liability of every kind and nature arising from accident, negligence, or any cause whatever.
8. **Insurance and Bonds:** Before commencing the Work, Contractor shall provide all required certificates of insurance, and payment and performance bonds as evidence thereof.
9. **Prosecution of Work:** If the Contractor should neglect to prosecute the Work properly or fail to perform any provisions of this contract, the District, may, pursuant to the General Conditions and without prejudice to any other remedy it may have, make good such deficiencies and may deduct the cost thereof from the payment then or thereafter due the Contractor.

10. **Authority of Architect, Project Inspector, and DSA:** Contractor hereby acknowledges that the Architect(s), the Project Inspector(s), and the Division of the State Architect have authority to approve and/or stop Work if the Contractor's Work does not comply with the requirements of the Contract Documents, Title 24 of the California Code of Regulations, and all applicable laws. The Contractor shall be liable for any delay caused by its non-compliant Work.
11. **Assignment of Contract:** Neither the Contract, nor any part thereof, nor any moneys due or to become due thereunder, may be assigned by the Contractor without the written approval of the District, nor without the written consent of the Surety on the Contractor's Performance Bond (the "Surety"), unless the Surety has waived in writing its right to notice of assignment.
12. **Classification of Contractor's License:** Contractor hereby acknowledges that it currently holds valid Type "B" Contractor's license(s) issued by the State of California, Contractor's State Licensing Board, in accordance with division 3, chapter 9, of the Business and Professions Code and in the classification called for in the Contract Documents.
13. **Payment of Prevailing Wages:** The Contractor and all Subcontractors under the Contractor shall pay all workers on all Work performed pursuant to this Contract not less than the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work as determined by the Director of the Department of Industrial Relations, State of California, for the type of work performed and the locality in which the work is to be performed within the boundaries of the District, pursuant to sections 1770 et seq. of the California Labor Code.
14. **Labor Compliance:** Labor compliance is monitored and enforced by the Compliance Monitoring Unit of the Department of Industrial Relations, Contractor specifically acknowledges and understands that it shall perform the Work of this Agreement while complying with all the applicable provisions of the District's labor compliance program or State labor compliance, if applicable, including, without limitation, the requirement that the Contractor and all of its Subcontractors shall timely submit complete and accurate certified payroll records as required by the Contract Documents, or the District cannot issue payment. Contractor and its subcontractors must register as Public Works Contractors with the Department of Industrial Relations.
15. **Contract Price:** In consideration of the foregoing covenants, promises, and agreements on the part of the Contractor, and the strict and literal fulfillment of each and every covenant, promise, and agreement, and as compensation agreed upon for the Work and construction, erection, and completion as aforesaid, the District covenants, promises, and agrees that it will well and truly pay and cause to be paid to the Contractor in full, and as the full Contract Price and compensation for construction, erection, and completion of the Work hereinabove agreed to be performed by the Contractor, the following price:

Dollars

(\$ _____),

in lawful money of the United States, which sum is to be paid according to the schedule provided by the Contractor and accepted by the District and subject to additions and deductions as provided in the Contract. This amount supersedes any previously stated and/or agreed to amount(s).

16. **Severability:** If any term, covenant, condition, or provision in any of the Contract Documents is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions in the Contract Documents shall remain in full force and effect and shall in no way be affected, impaired, or invalidated thereby.

IN WITNESS WHEREOF, accepted and agreed on the date indicated above:

CONTRACTOR

DISTRICT

PALO VERDE COMMUNITY COLLEGE DISTRICT

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

NOTE: If the party executing this Contract is a corporation, a certified copy of the by-laws, or of the resolution of the Board of Directors, authorizing the officers of said corporation to execute the Contract and the bonds required thereby must be attached hereto.

END OF DOCUMENT

**PREVAILING WAGE AND
RELATED LABOR REQUIREMENTS CERTIFICATION**

TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID

PROJECT/CONTRACT NO.: **2019-01 PVC Needles Center Interim Student Housing**
between **Palo Verde Community College District** ("District" or "Owner") and _____
_____ ("Contractor" or "Bidder").

I hereby certify that I will conform to the State of California Public Works Contract requirements regarding prevailing wages, benefits, on-site audits with 48-hours notice, payroll records, and apprentice and trainee employment requirements, for all Work on the above Project including, without limitation, the labor compliance program. I certify that I and my listed subcontractors have registered with the Department of Industrial Relations as Public Works Contractors.

Date: _____

Proper Name of Contractor: _____

DIR Number: _____

Signature: _____

Print Name: _____

Title: _____

WORKERS' COMPENSATION CERTIFICATION

TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID

PROJECT/CONTRACT NO.: **2019-01 PVC Needles Center Interim Student Housing**
(“Project” or “Contract”) between Palo Verde Community College District (“District” or “Owner”) and _____
_____ (“Contractor” or “Bidder”). Labor Code section 3700 in relevant
part provides:

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

- a. By being insured against liability to pay compensation by one or more insurers duly authorized to write compensation insurance in this state.
- b. By securing from the Director of Industrial Relations a certificate of consent to self-insure, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his or her employees.

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

Date: _____

Proper Name of Contractor: _____

Signature: _____

Print Name: _____

Title: _____

(In accordance with Labor Code sections 1860 and 1861, the above certificate must be signed and filed with the awarding body prior to performing any Work under this Contract.)

HAZARDOUS MATERIALS CERTIFICATION

TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID

Bid No. 2019-01 PVC Needles Center Interim Student Housing

between **Palo Verde Community College District** (“District” or “Owner”) and _____
_____ (“Contractor” or “Bidder”).

1. Contractor hereby certifies that no Asbestos, or Asbestos-Containing Materials, polychlorinated biphenyl (PCB), or any material listed by the federal or state Environmental Protection Agency or federal or state health agencies as a hazardous material, or any other material defined as being hazardous under federal or state laws, rules, or regulations (“New Hazardous Material”), shall be furnished, installed, or incorporated in any way into the Project or in any tools, devices, clothing, or equipment used to affect any portion of Contractor's work on the Project for District.
2. Contractor further certifies that it has instructed its employees with respect to the above-mentioned standards, hazards, risks, and liabilities.
3. Asbestos and/or asbestos-containing material shall be defined as all items containing but not limited to chrysotile, crocidolite, amosite, anthophyllite, tremolite, and actinolite. Any or all material containing greater than one-tenth of one percent (0.1%) asbestos shall be defined as asbestos-containing material.
4. Any disputes involving the question of whether or not material is New Hazardous Material shall be settled by electron microscopy or other appropriate and recognized testing procedure, at the District’s determination. The costs of any such tests shall be paid by Contractor if the material is found to be New Hazardous Material.
5. All Work or materials found to be New Hazardous Material or Work or material installed with equipment containing “New Hazardous Material” will be immediately rejected and this Work will be removed at Contractor's expense at no additional cost to the District.
6. Contractor has read and understood the document Hazardous Materials Procedures & Requirements, and shall comply with all the provisions outlined therein.

Date: _____
 Proper Name of Contractor: _____
 Signature: _____
 Print Name: _____
 Title: _____

END OF DOCUMENT

PERFORMANCE BOND

(100% of Contract Price)

(Note: Principal must use this form, NOT a surety company form.)

KNOW ALL PERSONS BY THESE PRESENTS:

That WHEREAS, the governing board (“Board”) of the Palo Verde Community College District, (“District”) and _____, (“Principal”) have entered into a contract for the furnishing of all materials and labor, services and transportation, necessary, convenient, and proper to perform the following project:

Bid No. 2019-01 PVC Needles Center Interim Student Housing

(“Project” or “Contract”) which Contract dated _____, 20____, and all of the Contract Documents attached to or forming a part of the Contract, are hereby referred to and made a part hereof, and

WHEREAS, said Principal is required under the terms of the Contract to furnish a bond for the faithful performance of the Contract;

NOW, THEREFORE, the Principal and _____ (“Surety”) are held and firmly

bound unto the Board of the District in the penal sum of _____
DOLLARS

(\$ _____), lawful money of the United States, for the payment of which sum well and truly to be made we bind ourselves, our heirs, executors, administrators, successors, and assigns jointly and severally, firmly by these presents, to:

- Perform all the work required to complete the Project; and
- Pay to the District all damages the District incurs as a result of the Principal’s failure to perform all the Work required to complete the Project.

The condition of the obligation is such that, if the above bounden Principal, his or its heirs, executors, administrators, successors, or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions, and agreements in the Contract and any alteration thereof made as therein provided, on his or its part to be kept and performed at the time and in the intent and meaning, including all contractual guarantees and warranties of materials and workmanship, and shall indemnify and save harmless the District, its trustees, officers and agents, as therein stipulated, then this obligation shall become null and void, otherwise it shall be and remain in full force and virtue.

Surety expressly agrees that the District may reject any contractor or subcontractor proposed by Surety to fulfill its obligations in the event of default by the Principal. Surety shall not utilize Principal in completing the Work nor shall Surety accept a Bid from Principal for completion of the Work if the District declares the Principal to be in default and notifies Surety of the District’s objection to Principal’s further participation in the completion of the Work.

As a condition precedent to the satisfactory completion of the Contract, the above obligation shall hold good for a period equal to the warranty and/or guarantee period of the Contract, during which time Surety’s obligation

shall continue if Contractor shall fail to make full, complete, and satisfactory repair and replacements and totally protect the District from loss or damage resulting from or caused by defective materials or faulty workmanship. The obligations of Surety hereunder shall continue so long as any obligation of Contractor remains. Nothing herein shall limit the District's rights or the Contractor or Surety's obligations under the Contract, law or equity, including, but not limited to, California Code of Civil Procedure section 337.15.

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

IN WITNESS WHEREOF, two (2) identical counterparts of this instrument, each of which shall for all purposes be deemed an original thereof, have been duly executed by the Principal and Surety above named, on the _____ day of _____, 20____.

(Affix Corporate Seal)

Principal

By

Surety

By

Name of California Agent of Surety

Address of California Agent of Surety

Telephone Number of California Agent of Surety

Principal must attach a Notarial Acknowledgment for all Surety's signatures and a Power of Attorney and Certificate of Authority for Surety. The California Department of Insurance must authorize the Surety to be an admitted surety insurer.

END OF DOCUMENT

PAYMENT BOND
Contractor's Labor & Material Bond
(100% of Contract Price)

(Note: Principal must use this form, NOT a surety company form.)

KNOW ALL PERSONS BY THESE PRESENTS:

That WHEREAS, the governing board ("Board") of the Palo Verde Community College District, (or "District") and _____, ("Principal") have entered into a contract for the furnishing of all materials and labor, services and transportation, necessary, convenient, and proper to perform the following project:

Bid No. 2019-01 PVC Needles Interim Student Housing ("Project" or "Contract") which Contract dated _____, 20____, and all of the Contract Documents attached to or forming a part of the Contract, are hereby referred to and made a part hereof, and WHEREAS, pursuant to law and the Contract, the Principal is required, before entering upon the performance of the work, to file a good and sufficient bond with the body by which the Contract is awarded in an amount equal to 100 percent (100%) of the Contract price, to secure the claims to which reference is made in sections 8000 through 8138 and 9000 through 9510 of the Civil Code of California, and division 2, part 7, of the Labor Code of California.

NOW, THEREFORE, WE, the Principal and _____, ("Surety") are held and firmly

bound unto all laborers, material men, and other persons referred to in said statutes in the sum of _____

_____ Dollars (\$ _____), lawful money of the United States, being a sum not less than the total amount payable by the terms of Contract, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, or assigns, jointly and severally, by these presents.

The condition of this obligation is that if the Principal or any of his or its subcontractors, of the heirs, executors, administrators, successors, or assigns of any, all, or either of them shall fail to pay for any labor, materials, provisions, provender, or other supplies, used in, upon, for or about the performance of the work contracted to be done, or for any work or labor thereon of any kind, or for amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of the Principal or any of his or its subcontractors of any tier under Section 13020 of the Unemployment Insurance Code with respect to such work or labor, that the Surety will pay the same in an amount not exceeding the amount herein above set forth, and also in case suit is brought upon this bond, will pay a reasonable attorney's fee to be awarded and fixed by the Court, and to be taxed as costs and to be included in the judgment therein rendered.

It is hereby expressly stipulated and agreed that this bond shall inure to the benefit of any and all persons, companies, and corporations entitled to file claims under sections 8000 through 8138 and 9000 through 9510, including section 9100, of the Civil Code, so as to give a right of action to them or their assigns in any suit brought upon this bond.

Should the condition of this bond be fully performed, then this obligation shall become null and void; otherwise it shall be and remain in full force and affect.

And the Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of Contract or the specifications accompanying the same shall in any manner affect its obligations on this bond, and it does hereby waive notice of any such change, extension, alteration, or addition.

IN WITNESS WHEREOF, two (2) identical counterparts of this instrument, each of which shall for all purposes be deemed an original thereof, have been duly executed by the Principal and Surety above named, on the _____ day of _____, 20____.

(Affix Corporate Seal)

Principal

By

Surety

By

Name of California Agent of Surety

Address of California Agent of Surety

Telephone Number of California Agent of Surety

Principal must attach a Notarial Acknowledgment for all Surety's signatures and a Power of Attorney and Certificate of Authority for Surety. The California Department of Insurance must authorize the Surety to be an admitted surety insurer.

END OF DOCUMENT