



**PARKING LOT "N" PAVING AND
OVERLAY PROJECT**

Bid No. B13-07

Bid Due Date: Friday, May 10, 2013 2:00PM

**Cabrillo Community College District
District Purchasing, Contracts &
Risk Management Office
6500 Soquel Dr. Bldg 2030
Aptos, CA 95003**

**Mandatory Job-walk:
Friday, May 03, 2013 10:00AM
@ Purchasing, Contracts & Risk Management Office, Bldg 2030**

**Bid RFI Questions Due:
Monday, May 06, 2013 2:00PM**

**Bid Documents: Gale Stevens, Buyer 831-477-5613 or 831-479-5764
Cabrillo College: Joe Nugent, Director Facilities Planning & Plant Operations
Project Manager: Jon Salisbury
Engineer: Bowman & Williams**

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**CABRILLO COMMUNITY COLLEGE DISTRICT
NOTICE OF INFORMAL BIDDING AND BIDDING INSTRUCTIONS**

**TO ALL PRE-QUALIFIED BIDDERS WITH AN "A" OR "C-12" LICENSE
PROJECT: B13-07 PARKING LOT "N" PAVING AND OVERLAY PROJECT**

DISTRICT	CABRILLO COMMUNITY COLLEGE DISTRICT
PROJECT DESCRIPTION	B13-07 Parking Lot "N" Paving and Overlay Project
LATEST TIME/DATE FOR SUBMISSION OF BID PROPOSALS	FRIDAY, MAY 10, 2013, 2:00PM
LOCATION FOR SUBMISSION OF BID PROPOSALS	CABRILLO COMMUNITY COLLEGE DISTRICT PURCHASING, CONTRACTS & RISK MANAGEMENT, BUILDING 2030 6500 SOQUEL DRIVE BUILDING 2030 APTOS, CA 95003 (831) 477-5613

PLEASE TAKE NOTICE, that the District will accept Bid Proposals under the District's Informal Bidding Procedures (Public Contract Code §22030 et seq), for the Work of a Project described as B13-07 Parking Lot "N" Paving and Overlay Project at the office of the District's Director of Purchasing, Contracts & Risk Management, 6500 Soquel Drive, Bldg 2030, Aptos, California 95003 up to and no later than **2:00 P.M., Friday, May 10, 2013**. Bid Proposals submitted thereafter will be rejected for non-responsiveness. Timely submitted Bid Proposals will be opened as soon thereafter as practicable.

1. Project Information. Bidders may download, at no charge, the Project Contract Documents, including Drawings, Specifications and/or other Project requirements directly from our web site at the following link; <http://www.cabrillo.edu/internal/purchasing/>
Cabrillo will not be responsible for any printing charges; that is the responsibility of the contractor. No deposits are required; therefore, no refunds are issued.
2. Interpretation of Drawings, Specifications or Contract Documents. If the Bidder is in doubt as to the true meaning of any part of the Specifications or Contract Documents; finds discrepancies, errors or omissions, a pre-bid written request for interpretation or correction may be submitted to the District. Failure to request interpretation or clarification of any portion of the Contract Documents pursuant to the foregoing is a waiver of any discrepancy, defect or conflict therein. Bidders' inquiries must be submitted on the form of Pre-Bid Request for Information located on page 17 of the Bid Documents; the District will not respond to inquiries which are not submitted in the form of Pre-Bid Request for Information. ***All questions are due by Monday, May 06, 2013 at 2:00 pm and should be addressed to Gale Stevens, Buyer, District Purchasing, Contracts & Risk Management Office by email; gasteven@cabrillo.edu or by fax; 831-477-5640 on the RFI Form provided and copied to; purchasing@cabrillo.edu.***

3. **Mandatory Job-Walk.** The District will conduct a Mandatory Job Walk on Friday, May 03, 2013, beginning 10:00 a.m. Bidders are to meet at Cabrillo College, Purchasing, Contracts and Risk Management, Bldg 2030, Aptos, CA 95003 for the Job Walk. A Bid Proposal submitted by any Bidder whose representative(s) did not attend the Mandatory Job Walk, in its entirety, (both conference and site walk) will be rejected by the District as being non-responsive. Conference meeting doors close promptly at 10:00AM.
4. **Project Planholder List.** The District's Project Planholder List will be compiled exclusively from the sign-in sheet at the Mandatory Job Walk. Any Bidder failing to sign-in at the Mandatory Job Walk will be excluded from Project Planholder List and their Bid Proposal will be rejected by the District as being non-responsive. All Project Planholders will receive e-mails from the District advising of any and all Project Addenda issued by the District. *Emails will go to the Contractor's Representative who is listed on the sign-in sheet.* Bidders bear sole responsibility for downloading the Project Addenda from the District's website, <http://www.cabrillo.edu/internal/purchasing/>. The District will not fax Project Addenda to Planholders.
5. **Prevailing Wages.** The Contractor and all Subcontractors performing any portion of the Work shall pay not less than the applicable prevailing wage rate for the classification of labor provide by their respective workers in prosecution and execution of the Work. Prevailing wage rate classifications and determinations may be viewed and obtained by accessing the Division of Labor Standards Enforcement databases at <http://www.dir.ca.gov/dir/databases.html>.
6. **Contractors' License Classification.** In accordance with the provisions of California Public Contract Code §3300, the District requires that Bidders possess the following classification(s), certifications and registrations of California Contractors License at the time that the Contract for the Work is awarded:

California Contractors License A, General Engineering and/or C-12 Earthwork and Paving License only required to bid.

Any Bidder not so duly and properly licensed shall be subject to all penalties imposed by law. No payment shall be made for work, labor, materials or services provided under the Contract for the Work unless and until the Registrar of Contractors verifies to the District that the Bidder awarded the Contract is properly and duly licensed to perform the Work.
7. **Documents Accompanying Bid Proposal.** The following must be submitted concurrently with the Bid Proposal: (i) Subcontractors List (identifying each Subcontractor performing a portion of the Work valued at or greater than one-half of one percent of the price proposed in the Bid Proposal); (ii) Non-Collusion Affidavit; (iii) Verification of Pre-Qualification Application Information; (iv) Bid Security of not less than ten percent (10%) of the price proposed in the Bid Proposal in the form of cash, cashier's check payable to the District or a Bid Bond in the form and content included with the Contract Documents; (vi) Certificate of Workers Compensation Insurance in the form and content included with the Contract Documents; and (vii) Drug-Free Workplace Certification in the form and content included with the Contract Documents.
8. **Award of Contract.** The Contract for the Work, if awarded, will be to the Bidder submitting the lowest priced responsive Bid Proposal. The District's Director of Purchasing will take action to award the Contract. Bidders will be notified in writing of the Bidder to whom the District has awarded the Contract. If Alternate Bid Items are included in the bidding, the selection of

Alternate Bid Items for determination of the lowest priced Bid Proposal will be by the “blind bidder” process. If Alternate Bid Items are included the lowest Bid Proposal will be determined on the basis of the Base Bid Proposal or on the Base Bid Proposal and the combination of Alternate Bid Items selected in accordance with the applicable provisions of the Instructions for Bidders.

9. Performance Bond; Labor and Materials Payment Bond. The Bidder awarded the Contract for the Work shall obtain a Performance Bond and a Labor and Materials Payment Bond, each in a penal sum equal to one hundred percent (100%) of the Contract Price of the Contract awarded and in the form and content included with the Contract Documents for the Project.
10. Rejection of Bid Proposals; Waiver of Minor Irregularities. The District expressly reserves the right to reject all Bid Proposals. The District further reserves the right to waive minor irregularities in the bidding process or in Bid Proposals submitted in response hereto.

[END OF SECTION]

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BID BOND

KNOW ALL MEN BY THESE PRESENTS that we, _____, as Surety and _____, as Principal, are jointly and severally, along with their respective heirs, executors, administrators, successors and assigns, held and firmly bound unto CABRILLO COMMUNITY COLLEGE DISTRICT, hereinafter "the Oblige," 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 to the Oblige for the Work commonly described as the **B13-07 Parking Lot "N" Paving and Overlay Project**.

WHEREAS, subject to the terms of this Bond, the Surety is firmly bound unto the Oblige in the penal sum of **ten** percent (10%) of the maximum amount of the Bid Proposal submitted by the Principal to the Oblige, as set forth above.

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 sixty (60) days after opening of said Bid Proposal; and if the Principal is awarded the Contract, and shall within the period specified therefor, 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 Oblige, 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 Oblige the difference between the amount specified in said Bid Proposal and the amount for which the Oblige 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 Oblige in again calling for Bids, 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 no way affect its obligations under this Bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of said Contract, the Call for Bids, the Work, the Drawings or the Specifications, or any other portion of the Contract Documents.

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

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

(Principal's Corporate Seal)

(Principal Name)

By: _____

(Typed or Printed Name)

Title: _____

(Surety's Corporate Seal)

(Surety Name)

By: _____

(Signature of Attorney-in-Fact for Surety)

(Attach Attorney-in-Fact Certificate)

(Typed or Printed Name)

() _____

(Area Code and Telephone Number of Attorney-In-Fact for Surety)

Contact name, address, telephone number and email address for notices to the Surety

(Contact Name)

(Address)

(Telephone)

(Email address)

BID PROPOSAL

TO: CABRILLO COMMUNITY COLLEGE DISTRICT, a California public school district, acting by and through its Board of Trustees ("the District").

FROM:

_____ (Name of Bidder)

_____ (Address)

_____ (City, State, Zip Code)

_____ (Telephone/Telecopier)

_____ (E-Mail Address of Bidder's Representative(s))

_____ (Name(s) of Bidder's Authorized Representative(s))

1 Bid Proposal

1.1 Bid Proposal Amount. The undersigned Bidder proposes and agrees to perform the Contract including, without limitation, providing and furnishing any and all of the labor, materials, tools, equipment and services necessary to perform the Contract and complete in a workmanlike manner all of the Work required for the Project described as:

B13-07 Parking Lot "N" Paving and Overlay Project for the Base Bid Sum of: _____ Dollars

(\$_____). 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 assumptions, errors or omissions on the part of the undersigned Bidder in preparing and submitting this Bid Proposal.

1.2 Acknowledgment of Bid Addenda. The Bidder confirms that this Bid Proposal incorporates and is inclusive of, all items or other matters contained in Bid Addenda issued by or on behalf of the District.

_____ **Addenda Nos.** _____ received, acknowledged
(initial) and incorporated into this Bid Proposal.

1.3 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. Price proposal(s) for Alternate Bid Item(s) will not form the basis for the District's award of the Contract unless an Alternate Bid Item is incorporated into the scope of Work of the Contract awarded.

2 Documents Accompanying Bid. The Bidder has submitted with this Bid Proposal the following: (a) Bid Security; (b) Subcontractors List; (c) Verification of Pre-Qualification Application Information; (d) Non-Collusion Affidavit; (e) Certificate of Workers Compensation Insurance; and (f) Drug Free Workplace Certification. The Bidder acknowledges that if this Bid Proposal and the foregoing documents are not fully in compliance with applicable requirements set forth in the Call for Bids, the Instructions for Bidders and in each of the foregoing documents, the Bid Proposal may be rejected as non-responsive.

3 Award of Contract. If the Bidder submitting this Bid Proposal is awarded the Contract, the undersigned will execute and deliver to the District the Contract for Labor and Materials in the

form attached hereto within five (5) days after notification of award of the Contract. Concurrently with delivery of the executed Agreement to the District, the Bidder awarded the Contract shall deliver to the District: (a) Certificates of Insurance evidencing all insurance coverages required under the Contract Documents; (b) the Performance Bond; and (c) the Labor and Material Payment Bond. Failure of the Bidder awarded the Contract to strictly comply with the preceding may result in the District's rescission of the award of the Contract and/or forfeiture of the Bidder's Bid Security. In such event, the District may, in its sole and exclusive discretion elect to award the Contract to the responsible Bidder submitting the next lowest Bid Proposal, or to reject all Bid Proposals.

4 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 classification(s) _____ bearing License Number(s) _____, with expiration date(s) of _____. The Bidder 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 shall be so properly licensed to perform or provide such portion of the Work.

5 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.

(Corporate Seal) By: _____
(Signature)

(Typed or Printed Name)
Title: _____

ATTACHMENT A TO BID PROPOSAL

ALTERNATE BID ITEMS PROPOSAL

PROJECT: B13-07 Parking Lot "N" Paving and Overlay Project

Bidder Name: _____

Bidders must provide a proposal price for each Alternate Bid Item set forth herein; failure to do so will result in rejection of the Bid Proposal for non-responsiveness. The amount proposed for each Alternate Bid Item by the above-identified Bidder is set forth hereinbelow:

1. **Alternate Bid Item No. 1. Pavement Reinforcing Fabric/Paving Mat**

- A. Installation of Paving Mat shall conform to the requirements of "TruPave" by Tencate Mirafi or approved equal.
- B. The paving mat must be installed over a hot asphalt tack coat Tack shall be AC-20, 64-22 or 80-100 penetration grade of asphalt applied at a rate of 0.21 to 0.25 gallons per square yard (g/sy). If atmospheric temperatures are above 100 degrees F then AC-30, 64-22, or 80-100 should be used.
- C. The temperature of the tack coat should not drop below 280 degrees F with a maximum temperature of 400 degrees F.
- D. Approximately 3,361 square yards for fabric/paving mat material.

- Add to Base Bid Proposal Amount
- Deduct From Base Bid Proposal Amount

(Check appropriate box indicating additive or deductive cost; failure to do so will result in rejection of Bid Proposal for non-responsiveness)

\$, , .

_____ Dollars
(in words; printed or typed)

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**VERIFICATION OF PRE-QUALIFICATION
APPLICATION INFORMATION**

I, _____ am the _____ of
(Name) (Title)

_____, declare and state as follows:
(Bidder Name)

1. I am authorized to execute this Verification of Pre-Qualification Application Information on behalf of the above-identified Bidder.
2. I have reviewed the Pre-Qualification Application submitted by the Bidder to the District.
3. There have been no material adverse changes to the information provided by the Bidder to the District in the Pre-Qualification Application submitted by the Bidder.
4. I have personal knowledge of the absence of any material adverse changes to the information provided by the Bidder in its Pre-Qualification Application and/or I have conducted all necessary and appropriate inquiries to ascertain that there have been no material adverse changes in the information provided by the Bidder in its Pre-Qualification Application.

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

Dated: _____
(Signature)

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(FOR PRE-BID USE ONLY)
PRE-BID REQUEST FOR INFORMATION
CABRILLO COMMUNITY COLLEGE DISTRICT
QUESTIONS ARE DUE: Monday, May 06, 2013, 2:00 PM

TO: Cabrillo College, Attn: Gale Stevens, 6500 Soquel Dr., Bldg 2030, Aptos, CA 95003 Phone: 831-477-5613 Fax: 831-477-5640 Email: gasteven@cabrillo.edu Copy to: purchasing@cabrillo.edu	PHONE: 831-477-5613 FAX 831-477-5640 EMAIL: gasteven@cabrillo.edu COPY TO: purchasing@cabrillo.edu RECEIVED: _____ (DISTRICT Use Only)
Date of Pre-Bid RFI: _____ Project: B13-07 Parking Lot "N" Paving and Overlay Project Trade Description: _____ Bidder Name: _____ _____ _____	Bidder's Contact: _____ Bidder's Contact Phone and Fax Numbers; Email Address: _____ _____ _____

Bidder's Pre-Bid Request for Information

Additional pages attached by Bidder: ___ Yes ___ No
Number of additional pages attached by Bidder: _____

Response to Bidder's Pre-Bid Request for Information Date: _____

Additional pages of RFI Response attached: ___ Yes ___ No
Number of additional RFI Response pages attached: _____

Response By (Firm Name): _____	Signed: _____
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AGREEMENT
B13-07 Parking Lot "N" Paving and Overlay Project

THIS AGREEMENT is made this ____ day of _____, 20____, in the City of Aptos, County of Santa Cruz, State of California, by and between **CABRILLO COMMUNITY COLLEGE DISTRICT**, a California Community College District hereinafter "District" and _____ ("Contractor"). *This project is the repair of failing asphalt; partial grind outs and installation of new asphalt overlay with new striping over entire parking lot.*

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

1. Contract Price. The District shall pay the Contractor as full consideration for the Contractor's full, complete and faithful performance of the Contractor's obligations under the Contract Documents, subject to adjustments of the Contract Price in accordance with the Contract Documents, the Contract Price of _____ Dollars (\$_____). The District's payment of the Contract Price shall be in accordance with the Contract Documents. The Contract Price is based upon the Contractor's Base Bid Proposal for the Work and the following Alternate Bid Items, if any: _____.

2. Contract Time. The Work shall be commenced on the date stated in the District's Notice to Proceed; the Contractor shall achieve Substantial Completion of the Work within Seven (07) calendar days.

3. Insurance. At all times during the Work, the Contractor and each Subcontractor shall obtain and maintain the following insurance coverage endorsing the District as additional insured:

Contractor:

Workers Compensation	Per applicable law
Employer's Liability	\$1,000,000.00
Commercial General Liability	
Per Occurrence	\$1,000,000.00
Aggregate	\$2,000,000.00
Builder's Risk	Full Value of Work
Seismic Coverage	(_) Required/ (X) Not Required

Subcontractors:

Workers Compensation	Per applicable law
Employer's Liability	\$1,000,000.00
Commercial General Liability	
Per Occurrence	\$1,000,000.00
Aggregate	\$2,000,000.00

4. Limitation on Damages. If the District breaches or defaults in its performance of its obligations under the Contract Documents, the damages, if any, recoverable by the Contractor shall be limited to general damages which are directly and proximately caused by said breach or default of the District and shall exclude any and all special or consequential damages. By executing this Agreement, the Contractor expressly acknowledges the foregoing limitation to the recovery only of general damages from the District if the District is in breach or default of its obligations under the Contract Documents. The Contractor expressly waives any right to and foregoes the recovery of any special or consequential damages from the District including, without limitation, damages for: (i) lost or impaired bonding capacity; and/or, (ii) lost profits arising out of or in connection with any past, present, or future work of improvement, except for the Project which is the subject of the Contract Documents.

5. **Contract Documents.** The documents forming a part of the Contract Documents consist of the following, all of which are component parts of the Contract Documents:

- | | |
|--|-----------------------------------|
| Instructions for Bidders | Bid Proposal |
| Cert. of Worker’s Compensation Ins. | Agreement |
| Subcontractor List | Performance Bond |
| Labor and Materials Payment Bond | Specifications and Drawings |
| Guarantee | Non-Collusion Affidavit |
| Drug-Free Workplace Certification | Verification of Pre-Qualification |
| Asbestos & Other Hazardous Materials Cert. | Intent to Award/Notice to Proceed |

6. **Notices.** Notices of the District and Contractor to the other shall be transmitted in accordance with the Contract Documents. The effective date of notices transmitted in accordance with the Contract Documents shall be as set forth in the Contract Documents. Notices under the Contract Documents shall be addressed as follows:

If to the District (Notices to Both Required):

Vice President of Business Services
Cabrillo Community College District
6500 Soquel Drive, Bldg 2030
Aptos, CA 95003

Director of Purchasing, Contracts & Risk
Management
Cabrillo Community College District
6500 Soquel Drive, Bldg 2030
Aptos, CA 95003

If to the Contractor:

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

CONTRACTORS ARE REQUIRED BY LAW TO BE LICENSED AND REGULATED BY THE CONTRACTORS’ STATE LICENSE BOARD. ANY QUESTIONS CONCERNING A CONTRACTOR MAY BE REFERRED TO THE REGISTRAR, CONTRACTORS’ STATE LICENSE BOARD, P.O. BOX 2600, SACRAMENTO, CALIFORNIA 95826

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

“DISTRICT”
Cabrillo Community College District

“CONTRACTOR”

By: _____
Michael Robins
Director of Purchasing, Contracts & Risk
Management

By: _____

(Name Printed or Typed)

Title: _____

TERMS AND CONDITIONS OF CONTRACT FOR LABOR AND MATERIALS

- 1. Labor and Materials.** The Contractor shall furnish and pay for all labor, materials, equipment and services necessary to complete the Work in accordance with the Contract Documents. Unless otherwise expressly provided for in the Contract Documents, all materials, equipment and other items incorporated into the Work shall be new and of the most suitable grade and quality for the purpose intended. The Work is subject to tests/inspections as required by the Contract Documents. The Contractor shall afford the District, the Project Inspector, the Architect and test/inspection services with access to the Work, wherever located and whether in place or in progress. All of the Work shall conform to the requirements of the Contract Documents and applicable laws, ordinances, rules and regulations.
- 2. Submittals.** The Contractor shall submit to the District Representative or the Architect, as designated in the Contract Documents, shop drawings, product data and other submittals (collectively "Submittals") required by the Contract Documents promptly and in an orderly sequence while allowing sufficient time for review and comment, which review and comment time shall be no less than 10 days. No portion of the Work requiring Submittals shall be performed until the required Submittals have been reviewed and accepted.
- 3. Construction Schedule.** If required by the District, the Contractor shall prepare a Construction Schedule in such form and format as directed by the District. The Construction Schedule shall reflect all activities necessary to complete the Work and shall be in such detail as required by the District. If a schedule is required, the Contractor shall update the schedule monthly or more frequently as directed by the District or required by the circumstances of the Work.
- 4. Changes.**

 - 4.1 Changes to the Work.** The District may, by written order, make Changes to the Work, issue additional instructions and to add to or delete from the Work. No Change may be made that exceeds the contract amount of \$25,000.00 without a performance bond on file with the District. Adjustments of the Contract Price or the Contract Time on account of a Change authorized hereunder will only be made by written Change Order duly executed by the Contractor and the District Representative. Adjustments to the Contract Price for authorized Changes shall be limited to the actual costs of labor and materials necessary to complete the Change plus a mark-up of **10 percent (10%)** of the actual costs of labor and materials; it being agreed that the mark-up represents all compensation due the Contractor for profit, overhead/administrative costs and impacts of an authorized Change. Changes approved by the District shall be reduced to Change Order in the form and substance as set forth in Attachment A hereto.
 - 4.2 Substitutions.** No substitution of any specified item, product, material or system ("Specified Items") will be considered unless the Contractor submits a request to substitute Specified Items along with data substantiating the equivalency of the proposed substitution with the Specified Items not more than thirty five (35) days after the date of award of the Contract to the Contractor. The Contractor shall reimburse the District for all costs and expenses incurred by the District to review a proposed substitution for Specified Items. The District's acceptance or rejection of a proposed substitution shall be final. No substitution accepted by the District shall increase the Contract Price or the Contract Time; provided, however, if the cost to furnish/install an approved substitution is less than the specified Item, the Contract Price shall be reduced by such cost difference. If any Specified Items are identified in any portion of the Contract Documents as "District Standard Materials/Equipment" "match existing in use" or similar words/phrases, in

accordance with Public Contract Code §3400, the District shall be deemed to have made a finding that such Specified Items are designated as “sole source” items designed to match existing and in use items. In accordance with Public Contract Code §3400, the District will not consider or accept alternatives or substitutions for any Specified Items so identified.

5. **Payment Bond; Performance Bond.** Prior to commencement of Work, the Contractor shall obtain and deliver to the District a Labor and Materials Payment Bond and a Performance Bond. Bonds required hereunder will be accepted by the District only if: (a) they are in the form and content included in the Contract Documents; (b) the Bonds are issued by an Admitted Surety Insurer under California law; and (c) in a penal sum equal to one hundred percent (100%) of the Contract Price.
6. **Safety; Security.** The Contractor shall comply with all applicable laws, ordinances, rules, or regulations pertaining to safety at the Site, including without limitation, implementation and enforcement of safety programs. The Contractor shall implement and maintain safety measures such as fencing, barricades, signs, lights and other precautions to prevent injury or death to persons or damage to property, as required or appropriate by the circumstances or the nature of the Work. The Contractor is responsible for securing the Site and Work in place or in progress (including materials/equipment/tools situated at the Site) to prevent theft, loss or damage.
7. **Labor.**
 - 7.1 **Prevailing Wage Rates; Hours of Work.** The Contractor and all Subcontractors shall: (a) pay their respective workers wage rates not less than the prevailing wage rate established for the classification, trade or work performed by each worker; (b) maintain complete and accurate payroll records for workers engaged in the Work; and (c) if requested by the District, provide Certified Payroll records as required by applicable laws. The Contractor and Subcontractors shall not permit any worker to provide more than eight (8) hours of work per day or forty (40) hours per week without additional compensation as mandated by law. The Contractor shall be subject to all penalties and assessments provided by law or regulation for violation(s) of the prevailing wage rate or hours of work requirements.
 - 7.2 **Apprentices.** Apprentices, if any engaged in performing any portion of the Work shall be in strict conformity with applicable laws, rules and regulations, including without limitation, Labor Code §§1777.5 through 1777.7, which are incorporated herein by this reference.
 - 7.3 **Competency and Discipline.** The Contractor shall enforce strict discipline and good order among the Contractor's employees, the employees of any Subcontractor and all other persons performing any part of the Work at the Site. Personnel of the Contractor or any Subcontractor shall be subject to removal from the Site for violations of applicable law or District policies. The Contractor shall not permit employment of unfit persons or persons not skilled in tasks assigned to them and shall dismiss from its employ and direct any Subcontractor or Sub-subcontractor to dismiss from their employment any person deemed by the District to be unfit or incompetent to perform Work.
 - 7.4 **Superintendent.** The Contractor shall employ a Superintendent fluent in verbal and written English who shall be in attendance at the Site at all times during performance of Work at the Site. The Superintendent shall be deemed the Contractor's Representative for the Work; directions, instructions or other communications to or with the Contractor's Superintendent shall be deemed directions, instructions or communications to or with the Contractor.
8. **Subcontractors.** The Work of each Subcontractor shall be set forth in a written Subcontract agreement incorporating by reference this Contract; Subcontracts shall be made available to the District for review upon request of the District. The Contractor is responsible to the District for the

acts, omissions and other conduct of Subcontractors. Each Subcontractor shall maintain Workers Compensation/Employers Liability Insurance and Commercial General Liability Insurance as required by the Contract for Labor and Materials.

9. **Non-Discrimination.** The Contractor and its Subcontractors shall not discriminate against any active or prospective employee based upon race, color, ancestry, national origin, religion, sex, age, sexual preference or marital status. The Contractor and its Subcontractors shall comply with all applicable laws, ordinances, rules and regulations prohibiting workplace discrimination and/or discriminatory employment practices.
10. **Payment of the Contract Price.** The District will make payment of the Contract Price upon completion of the Work, the Contractor's full performance of all other obligations under this Contract and the Contractor's submission of a properly itemized invoice. Upon receipt of the Contractor's invoice, the District Representative will promptly verify that the Work has been completed and that the Contractor has performed all other obligations hereunder. Within thirty (30) days of the District Representative's confirmation of the completion of Work and the Contractor's performance of other obligations hereunder, the District will make payment of the Contract Price. If the Contract Time is a duration of sixty (60) days or more, the Contractor may submit invoices on a monthly basis for the value of Work completed in the prior month, whereupon the District Representative will promptly verify that the Work has been completed as indicated in the Contractor's invoice. Within thirty (30) days of the date of such verification, the District will make payment equal to ninety-five percent (95%) of the value of the Work completed. Within sixty (60) days of completion of all Work and all other of the Contractor's obligations hereunder, amounts previously retained from prior invoices will be released to the Contractor. The District may, in its sole discretion, condition payment of the Contract Price, or any portion thereof, upon: (a) the Contractor's preparation of a Schedule of Values for review and acceptance by the District's Representative; (b) the submittal of executed Waivers and Releases (on Progress Payment or Final Payment, as applicable) for the Contractor and all Subcontractors receiving any portion of the Contract Price; and/or (c) delivery of Certified Payroll records of the Contractor and Subcontractors. The District may withhold payment of the Contract Price if: (a) there are claims or the probability of claims being submitted by Subcontractor, Material Suppliers or others in connection with the Work; (b) defective or non-conforming Work which is not remedied; or (c) there are any uncured Contractor defaults. Notwithstanding any provision of the Contract Documents to the contrary, no payment will be made to the Contractor upon completion of the Work unless the Contractor has completed and submitted the form of Asbestos and Other Hazardous Materials Certification set forth in Attachment B hereto.
11. **Insurance.** The Contractor and its Subcontractors shall, at all time during the Work, maintain Workers Compensation, Employers Liability, and Commercial General Liability Insurance in the minimum coverage amounts set forth in the Contract. The Contractor's Commercial General Liability Insurance shall **endorse** the District as an Additional Insured. The Contractor shall maintain a policy of Builders Risk Insurance covering the full insurable value of the Work; if noted as a requirement in the Contract, the Builder's Risk Insurance shall include seismic coverage. All policies of insurance shall include provisions that the policy of insurance will not be materially modified, cancelled or allowed to expire without at least thirty (30) days advance notice to the District. Prior to commencing the Work, the Contractor shall deliver Certificates of Insurance of itself and its Subcontractors evidencing the required insurance coverages. No Work at the Site by the Contractor or any Subcontractor will be permitted unless the Contractor and Subcontractor, as applicable has/have submitted Certificates of Insurance evidencing the required insurance policies hereunder to the District Representative.

- 12. Indemnification.** Unless arising solely out of the active negligence or willful misconduct of the District, the Contractor shall indemnify, defend and hold harmless the District, the District's Board of Trustees and all members thereof and the District's employees, officers, agents and representatives from all claims, demands and liabilities, including without limitation, attorneys fees, which arise out of or related in any manner to this Contract or the Work. The Contractor's obligations hereunder include without limitation: (a) injury to, or death of, persons; (b) damage to property; (c) theft or loss of property; (d) Stop Notice claims; and (e) other losses, damages or costs arising out of, in whole or in part, of the acts, omissions or other conduct of the Contractor or Subcontractors. The Contractor's obligations hereunder shall survive termination of the Contract and/or completion of the Work, and are deemed incorporated into and made a part of the obligations of the Surety issuing the Performance Bond.
- 13. District Right to Terminate.** The Contractor's failure to comply with any term or condition of the Contract Documents shall constitute default of the Contractor; in such event, the District may terminate the Contract upon seven (7) days written notice to the Contractor. Unless the Contractor shall have commenced, and diligently thereafter prosecute to completion, all required actions to cure such default(s), this Contract shall be deemed terminated without further action of the District; such termination shall be effective the seventh (7th) day after the date of the District's written notice. If the District terminates the Contract for default of the Contractor, the Contractor and the Performance Bond Surety shall be liable to the District for all losses, costs and damages arising out of the Contractor's default and costs to complete the Work which exceeds the remaining Contract Price at the time of termination. In addition to the preceding, the District may terminate this Contract at any time for the convenience of the District by written notice to the Contractor, in which case, the payment of the Contract Price shall be limited to the value of the Work in place or in progress at the time of the termination for the District's convenience.
- 14. Warranty.** If within one (1) year, or such other period set forth in the Contract Documents, any of the Work or workmanship is found defective or not in compliance with the Contract Documents, the Contractor shall upon the District's demand, promptly take all measures necessary to correct, repair or replace such Work or workmanship. If the Contractor fails to do so, the District may take necessary action to correct, replace or repair such Work or workmanship at the cost and expense of the Contractor.
- 15. Tests/Inspections of the Work.** The Work shall be subject to tests/inspections as required by the Contract Documents. The Contractor shall be liable excessive costs of tests/inspections which result from the Work not being ready for tests/inspections or the failure of the Work to comply with the applicable test/inspection standards. If the Work is subject to the jurisdiction of the Division of State Architect ("DSA"), all of the Work shall be subject to inspection/observation by the Project Inspector retained by the District under DSA regulations. The Project Inspector shall have access at all times to the Work, whether in place or in progress; the Contractor shall provide such access without adjustment of the Contract Price or the Contract Time.
- 16. Liquidated Damages.** Should the Contractor neglect, fail or refuse to complete the Work within the Contract Time set forth in the Agreement (subject to adjustments authorized under the Contract Documents), the Contractor agrees to forfeit and pay to the District the amount of **One Thousand Five Hundred Dollars (\$1,500) for per diem Liquidated Damages**, not as a penalty but as Liquidated Damages, for every day beyond the Contract Time, as adjusted, until the Project is completed and accepted by the District. The Liquidated Damages amounts set forth herein are agreed upon by and between the Contractor and the District because of the difficulty of fixing the District's actual damages in the event of delayed Project Completion. The Contractor and the

District specifically agree that said amount is a reasonable estimate of the District's damages in such event, and that such amount does not constitute a penalty.

17. Limitation on Damages. In the event of the District's breach or default of its obligations under the Contract Documents, the damages, if any, recoverable by the Contractor shall be limited to general damages which are directly caused by said breach or default of the District and shall exclude any and all special or consequential damages, if any, suffered by the Contractor. By executing this Agreement, the Contractor expressly acknowledges the foregoing limitation to the recovery only of general damages from the District if the District is in breach or default of its obligations under the Contract Documents. The Contractor expressly waives any right to, and foregoes the recovery of, any special or consequential damages from the District including, without limitation, damages for: i) lost or impaired bonding capacity; and/or, ii) lost profits arising out of or in connection with any past, present, or future work of improvement, except for the Project which is the subject of the Contract Documents.

18. Miscellaneous.

18.1 Disputes. Each dispute or claim of \$375,000 or less arising out of this Contract shall be resolved in accordance with Public Contract Code §20104 et seq. A dispute or claim exceeding \$375,000 shall be resolved by binding arbitration conducted under the auspices of JAMS and its Comprehensive Arbitration Rules and Procedures in effect at the time that a Demand for Arbitration is filed except as modified herein. The award rendered by the Arbitrator(s) shall be final and binding upon the District and the Contractor and shall be supported by law and substantial evidence pursuant to California Code of Civil Procedure §1296. Notwithstanding Rule 24 of JAMS Comprehensive Arbitration Rules and Procedures, in accordance with California Code of Civil Procedure §1296, any written arbitration award that does not include findings of fact and conclusions of law in conformity with California Code of Civil Procedure §1296 shall be invalid and unenforceable. The District and Contractor hereby expressly agree that the Court shall, subject to California Code of Civil Procedure §§1286.4 and 1296, vacate the award if, after review of the award, the Court determines either that the award is not supported by substantial evidence or that it is based on an error of law. Notwithstanding any claim or dispute arising out of this Contract or the Work, the Contractor shall continue to diligently perform the Work and prosecute the same to completion.

18.2 Government Code Claims. Pursuant to Government Code Section 930.6, any and all claims, demands, disputes, disagreements or other matters in controversy between the Contractor and the District for money or damages, including, without limitation, a demand for arbitration, shall be deemed a "suit for money or damages" and shall be subject to the provisions of Government Code Sections 945.4, 945.6 and 946. Notwithstanding the dispute resolution and arbitration provisions set forth in Article 18.1 herein, all claims demands, disputes, disagreements or other matters in controversy between the Contractor and the District seeking money or damages in any sum shall first be presented to the District's Board of Trustees and acted upon or deemed rejected as a condition precedent to suit including, without limitation, demand for arbitration, in accordance with California Government Code section 900, et seq.

18.3 Governing Law; Interpretation. This Contract shall be governed by the laws of the State of California. This Contract shall be interpreted as a whole and not in favor of the District or the Contractor.

- 18.4 Successors.** This Contract shall be binding upon and inure to the benefit of the respective successors-in-interest of the District and the Contractor. The foregoing notwithstanding, the Contractor shall not assign this Contract, any right or obligation hereunder or any portion thereof.
- 18.5 Permits; Approvals.** Unless otherwise expressly provided in the Contract Documents, the Contractor shall obtain and pay for all fees, permits or approvals necessary to complete the Work.
- 18.6 Waiver of Consequential Special Damages.** Notwithstanding any right conferred by law or arising by operation of law, by executing the Agreement, the Contractor expressly waives and relinquishes any and all right or entitlement to assert or recover any damages, losses or liabilities from the District which are in the nature of special or consequential damages, losses or liabilities arising out of or related in any manner to the District's breach or default of its obligations under the Contract Documents.
- 18.7 Permits; Approvals.** Unless otherwise expressly provided in the Contract Documents, the Contractor shall obtain and pay for all fees, permits or approvals necessary to complete the Work.
- 18.8 Waiver of Consequential Special Damages.** Notwithstanding any right conferred by law or arising by operation of law, by executing the Agreement, the Contractor expressly waives and relinquishes any and all right or entitlement to assert or recover any damages, losses or liabilities from the District which are in the nature of special or consequential damages, losses or liabilities arising out of or related in any manner to the District's breach or default of its obligations under the Contract Documents.
- 18.9 Days.** Unless otherwise stated in the Contract Documents, all references to "days" shall be deemed references to calendar days.
- 18.10 Severability.** If any term, condition or provision of this Contract is deemed invalid, illegal or unenforceable by a Court of competent jurisdiction, such term, condition or provision shall be deemed severed herefrom, but all other terms, conditions and provisions hereof shall remain unaffected and in full force and effect.
- 18.11 Entire Agreement.** This Contract and the Contract Documents enumerated herein constitute the entire agreement and understanding of the District and the Contractor concerning the subject matter hereof.

**CHANGE ORDER FORM
(ATTACHMENT B TO CONTRACT)**

Project:		Change Order #:	
Date:		Contract #:	
Contractor:			

Pursuant to Paragraph 4.1 of the Contract, this Change Order Form shall be used for all Change Orders associated with the Work. No additions or deletions to this form shall be allowed, except with permission of the District.

You are hereby directed to provide the extra work necessary to comply with this Change Order.

DESCRIPTION OF CHANGE:

Contractor accepts the terms and conditions stated as full and final settlement of any and all claims arising from this Change Order. Contractor agrees to perform the above described work in accordance with the above terms and in compliance with applicable sections of the Contract Documents. The foregoing adjustment of the Contract Price and the Contract Time for the changes noted in this Change Order (the "Changes") represents the full and complete adjustment of the Contract Time and the Contract Price due the Contractor for providing and completing such Changes, including without limitation: (i) all costs (whether direct or indirect) for labor, equipment, materials, tools, supplies and/or services; (ii) all general and administrative overhead costs (including without limitation, home office, field office and Site general conditions costs) and profit; and (iii) all impacts, delays, disruptions, interferences, or hindrances in providing and completing the Changes. Contractor waives all rights, including without limitation those arising under Civil Code Section 1542, for any other adjustment of the Contract Price or the Contract Time on account of this Change Order or the performance and completion of the Changes. This Change Order is hereby agreed to, accepted and approved, all in accordance with the Contract Documents.

NOT VALID UNTIL SIGNED BY THE OWNER, ARCHITECT, AND CONTRACTOR

The original Contract Price was \$ _____

Net change by previously authorized Change Orders \$ _____

The Contract Price prior to this Change Order was. \$ _____

The Contract Price will be changed by this Change Order in the amount of. \$ _____

The new Adjusted Contract Price including this Change Order will be. \$ _____

The Contract Time will be (increased) (decreased) (unchanged) by. (_____) Days

The date of Substantial Completion as of the date of this Change Order therefore is: ____/____/____

ARCHITECT

CONTRACTOR

OWNER
Cabrillo Community College District
6500 Soquel Drive
Aptos, CA 95003

By: _____

By: _____

By: _____

Date: _____

Date: _____

Date: _____

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**ASBESTOS AND OTHER HAZARDOUS MATERIALS CERTIFICATION
(ATTACHMENT C TO CONTRACT)**

This Asbestos and Other Hazardous Materials Certification form is part of the Contract made by and between the Cabrillo Community College District ("District") and _____ ("Contractor") for the work of improvement commonly referred to as **B13-07 Parking Lot "N" Paving and Overlay Project** (hereinafter referred to as the "Project").

To the best of my knowledge, information and belief, in completing the Work of the Project, no materials, equipment or other items furnished, installed or incorporated into the Project contains, or in itself be composed of, any asbestos, polychlorinated biphenyl (PCB), any material listed by the federal or state EPA or federal or state health agencies as a hazardous material, or defined as being hazardous under federal or state laws, rules or regulations.

The undersigned is duly authorized to complete, execute and submit this Asbestos and Other Hazardous Materials Certification on behalf of the Contractor. The undersigned has personal knowledge of the substantive representations set forth hereinabove or has made appropriate diligent inquiry to ascertain that the substantive representations set forth hereinabove are complete, true and accurate and do not omit material facts rendering such representations to be false or misleading.

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

Executed on this _____ day of _____, 201_ at _____.

Name of Contractor (Print or Type)

By: _____
Signature

Print Name

Title

By: _____
Signature

Print Name

Title

Subscribed and sworn before me
this ____ day of _____, 201

Notary Public in and for the State of California

My Commission Expires:

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SITE ACTIVITY LIMITATIONS (ATTACHMENT D TO CONTRACT)

The permitted hours and days of Work activities at the Site and other limitations on the Site Work activities are set forth in Attachment D, to the Contract for Labor and Materials. Limitations set forth in Attachment D must be incorporated into and reflected in the Construction Schedules prepared by the Contractor pursuant to the Contract Documents. No adjustment of the Contract Time or the Contract Price will be allowed due to limitations/prohibitions on Work activities at the Site set forth in Attachment D to the Contract for Labor and Materials.

1. Parking Lot "N" is the lot that is adjacent to the Sesnon House. Not only are there school activities and functions the Sesnon House is contracted out for Weddings and Public Functions. There is a narrow time period when Parking Lot "N" can be closed for repairs.
2. Contractor must work with the Director of Facilities and the Project Manager to schedule work so classes, offices and public functions are not disturbed. There is a strict timeline when the work can be completed. Contractor must follow the outlined construction schedule:
 - a. Start Saturday, June 08th, 2013.
 - a. Staff will be working in Building 1200 and the Sesnon House.
 - b. Substantial Completion by Friday, June 14th, 2013.

Contractor is to work with Project Manager in scheduling work for Parking Lot "N" Project. Staff is still working in the offices during construction time. Project must reach substantial completion by Friday, June 14th to minimize noise disruption and not interfere with Public Functions previously scheduled.

3. Work to be performed Monday through Friday 7:00 AM to 8:00 PM unless special request approved through the Cabrillo Project Manager.

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NON-COLLUSION AFFIDAVIT

STATE OF CALIFORNIA
COUNTY OF _____

I, _____, being first duly sworn, deposes and says
(Typed or Printed Name)

that I am the _____ of _____,
(Title) (Contractor Name)

The party submitting the foregoing Request for Quote ("the Contractor"). In connection with the foregoing Request for Quote, the undersigned declares, states and certifies that:

- 1. The Request for Quote is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization or corporation.
- 2. The Request for Quote is genuine and not collusive or sham.
- 3. The Contractor has not directly or indirectly induced or solicited any other Contractor to put in a false or sham Request for Quote, and has not directly or indirectly colluded, conspired, connived, or agreed with any other Contractor or anyone else to put in sham the Request for Quote, or to refrain from submitting a Request for Quote.
- 4. The Contractor has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the Request for Quote price, or that of any other Contractor, or to fix any overhead, profit or cost element of the Quote price or that of any other Contractor, or to secure any advantage against the public body awarding the contract or of anyone interested in the proposed contract.
- 5. All statements contained in the Request for Quote and related documents are true.
- 6. The Contractor has not, directly or indirectly, submitted the Request for Proposal price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any person, corporation, partnership, company, association, organization, Request for Proposal depository, or to any member or agent thereof to effectuate a collusive or sham Request for Proposal.

Executed this ____ day of _____, 20__ at _____.
(City, County and State)

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

_____ Signature	_____ (Address)
_____ Name Printed or Typed	_____ (City, County and State)
	(_____) _____ (Area Code and Telephone Number)

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PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS that we, _____, as Principal, and _____ as Surety, are held and firmly bound unto **CABRILLO COMMUNITY COLLEGE DISTRICT** hereinafter "the Obligee", in the penal sum of _____ Dollars (\$ _____) in lawful money of the United States, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT:

WHEREAS, the Obligee, by resolution of its Board of Trustees has awarded to the Principal a Contract for the Work described as **B13-07 Parking Lot "N" Paving and Overlay Project**.

WHEREAS, the Principal, has entered into an agreement 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 ensuring the Principal's prompt, full and faithful performance of the Work of the Contract Documents.

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

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

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

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

In the event the Surety shall fail to issue its Notice of Election to Obligee within the time provided for hereinabove, the Obligee may thereafter cause the cure or remedy of the Principal's failure of performance or default or to complete the Work. The Principal and the Surety shall be 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; provided that the Surety's liability hereunder for the costs of performance, damages and other costs sustained by the Obligee upon the Principal's failure of performance under or default under the Contract Documents shall be limited to the penal sum hereof, which shall be deemed to include the costs or value of any Changes to the Work which increases the Contract Price.

In the event suit or other proceeding is brought upon this Bond by the Obligee, the Surety shall pay to the Obligee all costs, expenses and fees incurred by the Obligee therewith, including without limitation, attorney's fees.

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

(Principal's Corporate Seal)

(Principal Name)

By: _____

(Typed or Printed Name)

Title: _____

(Surety's Corporate Seal)

(Surety Name)

By: _____

(Signature of Attorney-in-Fact for Surety)

(Attach Attorney-in-Fact Certificate)

(Typed or Printed Name)

(_____)
(Area Code and Telephone Number of Attorney-In-Fact for Surety)

Contact name, address, telephone number and email address for notices to the Surety

(Contact Name)

(Address)

(Telephone)

(Email address)

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LABOR AND MATERIAL PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS that we, _____ as Principal, and _____ as Surety, are held and firmly bound unto CABRILLO COMMUNITY COLLEGE DISTRICT hereinafter "the Obligee", in the penal sum of _____ Dollars (\$ _____) in lawful money of the United States, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT:

WHEREAS, the Obligee, by resolution of its Board of Trustees has awarded to the Principal a Contract for the Work described as **B13-07 Parking Lot "N" Paving and Overlay Project**.

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

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

NOW THEREFORE, if the Principal shall promptly, fully and faithfully make payment 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 suit is brought on this Bond by any Claimant for amounts due such Claimant for labor, materials or services provided or furnished by such Claimant, the Surety shall pay for the same and reasonable attorneys fees pursuant to California Civil Code §3250.

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

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

(Principal's Corporate Seal)

(Principal Name)

By: _____
(Signature)

(Type or Print Name)

Title: _____

(Surety's Corporate Seal)

(Surety Name)

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

(Attach Attorney-in-Fact Certificate)

(Type or Print Name of Attorney-in-Fact)

() _____
(Area Code and Telephone Number of Attorney-In-Fact for Surety)

Contact name, address, telephone number and email address for notices to the Surety

(Contact Name)

(Address)

(Telephone)

(Email address)

CERTIFICATE OF WORKERS' COMPENSATION INSURANCE

I, _____ the _____ of
(Name) (Title)

_____, declare, state and certify that:
(Contractor Name)

1. 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.”

2. 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.

3. The following information pertains to the Workers Compensation Insurance policy:

Name of Insurer	
Policy No.	
Expiration Date	
Name, Address, Telephone, Fax and Email Address of contact for Insurer or Broker	

(Contractor Name)

By: _____
(Signature)

(Typed or printed name)

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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)

(Handwritten or Typed Name)

GUARANTEE

District: CABRILLO COMMUNITY COLLEGE DISTRICT

Project Name: B13-07 Parking Lot "N" Paving and Overlay Project

Contractor Name: _____

The Contractor hereby warrants and guarantees to the District that all work, materials, equipment and workmanship provided, furnished or installed by or on behalf of Contractor in connection with the above-referenced Project (the "Work") have been provided, furnished and installed in strict conformity with the Contract Documents for the Work, including without limitation, the Drawings and the Specifications. Contractor further warrants and guarantees that all work, materials, equipment and workmanship as provided, furnished and/or installed are fit for use as specified and fulfill all applicable requirements of the Contract Documents including without limitation, the Drawings and the Specifications. Contractor shall, at its sole cost and expense, repair, correct and/or replace any or all of the work, materials, equipment and/or workmanship of the Work, together with any other items which may be affected by any such repairs, corrections or replacement, that may be unfit for use as specified or defective within a period of one (1) year from the date of the District's Final Acceptance of the Work, ordinary wear and tear and unusual abuse or neglect excepted.

In the event of the Contractor's failure and/or refusal to comply with the provisions of this Guarantee, within the period of time set forth in the Contract Documents after the District's issuance of the Notice to the Contractor of any defect(s) in the Work, materials, equipment or workmanship, Contractor authorizes the District, without further notice to Contractor, to repair, correct and/or replace any such defective item at the expense of the Contractor. The Contractor shall reimburse the District for all costs, expenses or fees incurred by the District in providing or performing such repairs, corrections or replacements within ten (10) days of the District's presentation of a demand to the Contractor for the same.

The provisions of this Guarantee and the provisions of the Contract Documents for the Work relating to the Contractor's Guarantee(s) and Guarantee (ies) relating to the Work shall be binding upon the Contractor's Performance Bond Surety and all successors or assigns of Contractor and/or Contractor's Performance Bond Surety.

The provisions of this Guarantee are in addition to, and not in lieu of, any provisions of the Contract Documents for the Work relating to the Contractor's guarantee(s) and Guarantee (ies) or any guarantee(s) or Guarantee (ies) provided by any material supplier or manufacturer of any equipment, materials or other items forming a part of, or incorporated into the Work, or any other guarantee or Guarantee obligation of the Contractor, prescribed, implied or imposed by law. The undersigned individual executing this Guarantee on behalf of Contractor warrants and represents that he/she is duly authorized

to execute this Guarantee on behalf of Contractor and to bind Contractor to each and every provision hereof.

Dated: _____

By: _____

(Signature)

(Typewritten or Handwritten Name)

(Title)