

**District Offices, Attn.: Rachel Harvey, David Willis, 3301 East Onstott Road, Yuba City, California 95991**

## CONTRACTORS AGREEMENT FOR SERVICES

1. **PROPOSED START DATE: PROPOSED END DATE:**
2. **IDENTIFICATION OF CONTRACTOR:**

**CONTRACTOR:**

LICENSE NO:

 LICENSE EXPIRATION DATE:

**DIR REGISTRATION NO:**

 DIR REGISTRATION EXPIRATION DATE:

1. **CAFS AGREEMENT—WORK ORDERS:** The specific work and services to be performed under this Contractors Agreement For Services (**CAFS Agreement**), the amounts to be paid, the times for performance, and liquidated damages (if any), are to be described in one or more Work Order(s), substantially in form attached hereto as Attachment A (each, including attachments thereto, an **Order**). However, nothing in this CAFS Agreement or any other document guarantees the execution of any Order, and the issuance of any Order does not guaranty the issuance of any further Orders.
2. **CONTRACT DOCUMENTS AND MISCELLANEOUS:**
	1. Contractor shall perform the Work in accordance with the following (together, **Contract Documents**):
		1. This CAFS Agreement:
		2. Appendix A – General Conditions
		3. Appendix B -- Insurance
		4. Appendix C – Construction Labor and Material Payment Bond
		5. Appendix D – Construction Performance Bond
		6. Appendix E - Supplemental Conditions (Not Applicable)
		7. Appendix F – Firm/Contractor Checklist
		8. Appendix G – Addenda
		9. Appendix H - Contractor Proposal (Refer to Specification 00 41 00 for the Bid Proposal Form)
	2. Other Related Sections and Forms:
		1. Signature/Stamps Page

B. 00 01 00 - Table of Contents

* + 1. 00 01 12 - DSA Form 103 Statement of Structural Tests & Inspections
		2. 00 11 13 – Advertisement for Bids, including Bid Addenda Nos. \_\_\_\_\_\_\_\_\_
		3. 00 21 13 - Instructions to Bidders
		4. 00 41 00 - Bid Form
		5. 00 43 24 - Pre-Bid Inquiry Form
		6. 00 45 10 - Verification of Contractor and Subcontractor's DIR Registrations
		7. 00 45 19 Non-Collusion Affidavit
		8. 00 45 26 Certificate of Workers’ Compensation Insurance
		9. 00 45 27 Drug-Free Workplace Certification
		10. 00 60 00 - Project Forms
		11. 00 61 10 - Bid Bond
		12. 00 62 90 - Verification of Certified Payroll Records Submittal to Labor Commission
		13. 00 65 36 - Guarantee Form
		14. 00 65 37 - Contractor Certification of Subcontractor Claim
	1. The Contract Documents are the sole and exclusive provisions that govern the Work. Any provision contained in any District purchase order issued in connection with this CAFS Agreement or any Work shall be null and void and shall have no force or effect.
	2. CAFS Agreement and Order numbers must appear on all invoices and correspondence. Send invoices in duplicate immediately upon performance of Work under any Order or as otherwise provided in Contract Documents to:

**Yuba Community College District**

**Sutter County Center, District Offices, Yuba City, California 95991**

**Attn: Accounts Payable**

* 1. **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 **one hundred and forty seven 147 calendar days** after the commencement date of the Work set forth in the Notice to Proceed.
	2. **Liquidated Damages**. The Contractor shall be subject to assessment of Liquidated Damages if the Contractor: (i) fails to achieve Substantial Completion of the Work within the Contract Time, including adjustments thereto authorized by the Contract Documents; (ii) fails to submit Submittals in accordance with the Submittal Schedule; or (iii) fails to complete Punchlist items noted upon Substantial Completion within the time established to complete the Punchlist items. The per diem rate of Liquidated Damages assessed for each of the foregoing events is as follows:
		1. Liquidated Damages. The per diem rate of Liquidated Damages for delayed Substantial Completion, delayed submission of Submittals and delayed completion of Punchlist shall be as set forth herein.
		2. Delayed Substantial Completion. If Substantial Completion is not achieved on or before expiration of the Contract Time, the Contractor shall be liable to the District for Liquidated Damages from the date of expiration of the Contract Time to the date that the Contractor achieves Substantial Completion of the Work at the per diem rate of **Two Hundred Dollars ($200).**
		3. Delayed Submission of Submittals (Not Applicable)

D. Delayed Punchlist Completion. If the Contractor fails to complete Punchlist within the time established pursuant to the Contract Documents, the Contractor shall be liable to the District for Liquidated Damages from the date established for completion of Punchlist until the date that all Punchlist is actually completed at the per diem rate of **Three Hundred Dollars ($300).**

1. Surety Liability. Subject only to limitations established by the penal sum of the Performance Bond, the Surety issuing the Performance Bond shall be liable to the District for Liquidated Damages due from the Contractor.
	1. By signing below, each individual executing this instrument represents that he or she has the authority to execute this instrument and to bind the party on whose behalf the execution is made.
	2. Provide contact information for staff that will be administering the contract, per the table below:

|  |
| --- |
| Name: |
| Title/Project Role: |
| Address: |
| Office Phone Number: |
| Cell Phone Number: |
| Email Address: |

**4.09** List all first Tier Sub-Contractors, Contractor License Numbers, and Scope of Work:

|  |  |  |  |
| --- | --- | --- | --- |
| No. | Sub-Contractor Name | Contractor License Number | Scope of Work Under Contract |
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Attach pages as needed to describe additional sub-contractor information.

**4.10 Change Order Cost Estimating:** Provide rationale for cost estimating of change orders by either getting multiple quotes for the work, using unit pricing from MS Means cost data for the region, or by other methods that allow a thoughtful determination of maximum value to the District. See Section 01 26 00, Contract Modification Procedures

* 1. **Change Order Mark-Ups.** Provide change order mark-up percentage on all changes to cover profit and overhead by the general/prime contractor and sub-contractors.

General/Prime contractor mark-up percentage**: 10%** .

Sub-contractor mark-up percentage:  **10% .**

**4.12 Schedule.** Provide a preliminary schedule for the work to be completed with the proposal. Note any issues or considerations that may impact the schedule. Note if overtime is included or not.

***(Signatures on Next Page)***

|  |  |  |
| --- | --- | --- |
| **CONTRACTOR [Insert CONTRACTOR NAME]** |  | **OWNER: YUBA COMMUNITY COLLEGE DISTRICT** |
| Signature |  | Signature |
|  |  |  |
| Print Name & Title |  | Print Name & Title |
|  |  |  |
| Date |  | Date |

Addresses for Notices:

|  |  |  |
| --- | --- | --- |
|  |  | Yuba Community College District |
| Attn:  |  | **Chancellor,**  |
|  |  | Yuba College, Sutter County Center,  |
|  |  | District Offices3301 East Onstott RoadYuba City, California 95991 |

Signature

Print Name & Title

Date

Yuba Community College District

Vice-Chancellor of Administrative Services:

Kuldeep Kaur

Yuba College, Sutter County Center, District Offices

3301 East Ontott Road

Yuba City, California, 95991

Signature

Print Name & Title

Date

Yuba Community College District

Director, Facilities Planning

David Willis

Maintenance & Operations

Yuba College, Sutter County Center, District Offices

3301 East Ontott Road

Yuba City, California, 95991

***(End of CAFS Agreement***

**APPENDIX A, TO CONTRACTORS AGREEMENT FOR SERVICES**

**GENERAL CONDITIONS**

1. ARTICLE 1 - TERMS OF PERFORMANCE
	1. **Contract Documents Force and Effect.** The Contract Documents constitute the entire agreement between the Contractor and District regarding the Work. No representation, term or covenant not expressly specified in the Contract Documents shall be included in the parties’ agreement. The Contract Documents shall govern the Work (whenever performed), and shall supersede all other agreements and documents between Contractor and District, and any proposal, with respect to any Work.
	2. **Construction Performance Bond; Construction Labor and Materials Payment Bond; Securities in Lieu of Retention Escrow Account**.
		1. Except for Orders that consist solely of maintenance work, if the compensation under any Order, or the aggregate compensation under all Orders expected to be issued under the CAFS Agreement at the time the CAFS Agreement is executed, exceeds (or is expected to exceed) $25,000, Contractor shall provide (i) a construction labor and material payment bond, in accordance with Civil Code Section 9550 and in form attached to the CAFS Agreement as Appendix C – Construction Labor and Materials Payment Bond, and (ii) a construction performance bond in form attached to the CAFS Agreement as Appendix D – Construction Performance Bond. Contractor may not substitute cash in lieu of the required bond(s).
		2. If the CAFS Agreement or any Order specifies performance retention, Contractor may elect to substitute securities or direct payment to an escrow account, pursuant to Public Contract Code Section 22300 (incorporated herein by this reference).
	3. **Records and Payment Requests.** Contractor shall submit all billings with all necessary invoices or other appropriate evidence of proper performance, after which District shall make payment within 30 days. Upon District’s written request, Contractor shall make available to District, its authorized agents, officers, or employees, any and all ledgers, books of accounts, invoices, vouchers, cancelled checks, and other records or documents evidencing or relating to the Work or the expenditures and disbursement charged to District, and all correspondence, internal memoranda, calculations, books and accounts, records documenting its Work under the Contract Documents, and invoices, payrolls, timecards, records and all other data related to matters covered by the Contract Documents. Contractor shall furnish to District, its authorized agents, officers, or employees, such other evidence or information as District may require with regard to the Work or any such expenditure or disbursement charged by Contractor. Contractor shall maintain all such documents and records prepared by or furnished to Contractor during the course of performing the Work for at least five years following completion of the Work, except that all such items pertaining to hazardous materials shall be maintained for at least 30 years. Contractor shall permit District to audit, examine and make copies, excerpts and transcripts from such records. The State of California or any federal agency having an interest in the subject of the Contract Documents shall have the same rights conferred to District by this section. Such rights shall be specifically enforceable.
	4. **Use of Contract Documents and Other Information.** Drawings, Specifications, and other Contract Documents are made available to Contractor solely for Contractor’s use under the Contract Documents. Further, all tangible and intangible property developed, produced and/or provided by Contractor under the Contract Documents, and all such items (other than Contract Documents) provided by District to Contractor in connection with the Contract Documents including, without limitation, drawings, specifications, sketches, models, samples, tools, computer programs, technical information, confidential business information, scripts, customer or personnel information and data, whether written, oral or otherwise (all hereinafter referred to as **Information**) shall be District’s sole property. Contractor may not use Contract Documents or Information for any purpose unrelated to Contract Documents without prior written consent of District’s Executive Vice Chancellor. All copies of Information in written, graphic, or other tangible form shall be delivered to District upon completion of Work, or earlier if otherwise provided in Contract Documents.
	5. **Performance of Work/No Assignment.** Time is of the essence in the performance of the Work. Contractor will perform the Work in a skillful and workmanlike manner; comply fully with criteria established by District, and with applicable laws, codes, and all applicable industry standards. Contractor shall maintain its work area(s) in a clean and sanitary condition, clear debris and trash at the end of each work day, and shall not damage or disrupt any property unless specifically part of the scope of the Contract Documents. Contractor shall not contract any portion of the Work or otherwise assign the Contract Documents without prior written approval of District. (Contractor shall remain responsible for compliance with all terms of the Contract Documents, regardless of the terms of any such assignment.) Contractor shall permit District (or its designees) access to the work area, Contractor’s shop, or any other facility, to permit inspection of the Work at all times during construction and/or manufacture and fabrication. The granting of any progress payment, and any inspections, reviews, approvals or oral statements by any District representative, or certification by any governmental entity, shall in no way limit or relieve Contractor from its obligations under the Contract Documents. Either party’s waiver of any breach, or the omission or failure of either party, at any time, to enforce any right reserved to it, or to require strict performance of any provision of the Contract Documents, shall not be a waiver of any other right to which any party is entitled, and shall not in any way affect, limit, modify or waive that party’s right thereafter to enforce or compel strict compliance with every provision hereof. District shall have, at all times, set-off rights with respect to any payment and Contractor’s failure to perform the terms of the Contract Documents.
	6. **Defective Work; Warranties.** Contractor warrants that all construction services shall be performed in accordance with generally accepted professional standards of good and sound construction practices, all Contract Documents requirements, and all laws, codes, standards, licenses, and permits. Contractor warrants that all materials and equipment shall be new, of suitable grade of their respective kinds for their intended uses, and free from defects. Contractor hereby grants to District for a period of one year following the date of completion of all Work under an Order its unconditional warranty of the quality and adequacy of all of the Work under that Order including, without limitation, all labor, materials and equipment provided by Contractor and its Subcontractors of all tiers. If either prior to completion of the Work under an Order, or within one year after completion of the Work under that Order, any Work (completed or incomplete) is found to violate any of the foregoing warranties (**Defective Work**), Contractor shall promptly, without cost to District and in accordance with District’s written instructions, correct, remove and replace the Defective Work with conforming Work, and correct, remove and replace any damage to other Work or other property resulting therefrom. If Contractor fails to do so within five days of District’s written notice (or other time period specified in the notice), Contractor shall pay all of the District’s resulting claims, costs, losses and damages. Where Contractor fails to timely correct Defective Work, or defects are discovered outside the correction period, District shall have all rights and remedies granted by law.
	7. **Scope of Liquidated Damages.**
		1. This paragraph applies to any Order that provides for payment of liquidated damages.
		2. Contractor and District agree that because of the nature of the Work, it would be impractical or extremely difficult to fix the amount of such actual damages incurred by District because of a delay in completion of all or any part of the Work. Contractor and District agree that specified measures of liquidated damages shall be presumed to be the amount of such damages actually sustained by District, and that because of the nature of the Work, it would be impracticable or extremely difficult to fix the actual damages.

Liquidated damages for delay shall cover administrative, overhead, interest on bonds, and general loss of public use damages suffered by District as a result of delay. Liquidated damages shall not cover the cost of completion of the Work, damages resulting from Defective Work, lost revenues or costs of substitute facilities, or damages suffered by others who then seek to recover their damages from District (for example, delay claims of other contractors, subcontractors, tenants, or other third-parties), and defense costs thereof. District may deduct from any money due or to become due to Contractor subsequent to time for completion of entire Work and extensions of time allowed pursuant to provisions hereof, a sum representing then-accrued liquidated damages.

**5.08 Earthwork and Underground Facilities.** If any Work involves digging trenches or other excavations that extend deeper than four feet below the surface, Contractor shall notify District in writing of any material that Contractor believes may be hazardous waste that is required to be removed in accordance law, subsurface or latent physical conditions at the site differing from those indicated by information about the site made available to bidders prior to the deadline for submitting bids, or unknown physical conditions at the site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract Documents, pursuant to Public Contract Code Section 7104. For any Work involving trench shoring that costs in excess of $25,000, Contractor shall submit and District (or a registered civil or structural engineer employed by District) must accept, in advance of excavation, a detailed plan showing the design of shoring, bracing, sloping, or other provisions to be made for worker protection from the hazard of caving ground during the excavation of such trench or trenches, pursuant to Labor Code Section 6705. If such plan varies from the shoring system standards, the plan shall be prepared by a registered civil or structural engineer. Consistent with Government Code Section 4215, as between District and Contractor, District will be responsible for the timely removal, relocation, or protection of existing main or trunk line utility facilities located on the Site only if such utilities are not identified in the Contract Documents or information made available for bidding.

1. LEGAL
	1. **Compliance with Laws; Conflict of Interests.** Contractor shall comply with all applicable federal and state laws, regulations and policies, as amended, including those regarding discrimination, unfair labor practices, anti-kick-back, collusion, prevailing wages, labor compliance, and the provisions of the Americans with Disability Act. Contractor shall comply with all applicable obligations under the Field Act, Education Code Sections 17280-17317, 17365-17374, 81050-81054, and 81130-81149, and California Code of Regulations, Title 24, Part 1 California Building Standards Administrative Code. If applicable, Contractor shall comply with Government Code Section 8546.7 which provides that any contract involving expenditure of public funds in excess of $10,000 requires that the contracting parties shall be subject to the examination and audit of the Auditor General for a period of three years after final payment under the contract. Contractor, its officer, partners, associates, agents, and employees, shall not make, participate in making, or in any way attempt to use the position afforded them by the Contract Documents to influence any governmental decision in which he or she knows or has reason to know that he or she has a financial interest under applicable state, federal and local conflict of interest regulations. Contractor warrants that no person or agency has been employed or retained, or will be employed or retained, to solicit or obtain any contract with District, upon an agreement or understanding for a contingent fee, except a bona fide employee or agency.
	2. **Licenses, Patents, Permits.** Before commencing Work, Contractor shall apply for, obtain and maintain in current status, at its own expense, any license, permit or approval required from any agency for the performance of Work. To the greatest extent permitted by law, Contractor shall not be entitled to any compensation for any Work performed while not properly licensed, etc.
	3. **Fair Employment Practices/Equal Opportunity Acts.** District is an equal opportunity employer. By executing a CAFS Agreement or Order, Contractor certifies that it is in compliance with the Equal Employment Opportunity Requirement of Executive Order 11246, Title VII of the Civil Rights Act of 1973, the California Fair Employment Practices Act and any other Federal or State laws and regulations related to Equal Employment Opportunity. Contractor's personnel policies shall be made available to District upon request.
2. **Employee / Prevailing Wages; Records; Apprentices.** Pursuant to California Labor Codes 1771, 1774, and 1775, this Work is subject to compliance monitoring and enforcement by the Department of Industrial Relations. Contractor shall post job site notices as prescribed by regulation. Contractor and all subcontractors shall pay prevailing wages to its employees on any Order in excess of $1,000.00. Copies of the prevailing rate of per diem wages are on file at District’s principal office. Contractor shall comply with the 8-hours per day/40 hours per week/overtime/working hours restrictions for all employees, pursuant to the California Labor Codes 1813 and 1815. Contractor and all subcontractors shall keep and maintain accurate employee payroll records for Work performed. The payroll records shall be certified and submitted as required by law, including Labor Code Section 1771.4 and 1776, including (if the CAFS Agreement or any Order is awarded on or after April 1, 2015 or continues on or after January 1, 2016) to the Labor Commissioner no less frequently than monthly. Contractor shall comply fully with Labor Code Section 1777.5 in the hiring of apprentices for work relating to the CAFS Agreement. If any Order exceeds $2,000 and is funded with federal funds, then Contractor shall pay federal Davis Bacon wages and comply with applicable federal requirements.
3. **Are there any exceptions to the registration requirement?**

The contractor registration requirement does not apply to contractors working solely on public works projects awarded prior to April 1, 2015. Some exceptions allow contractors to bid on federally funded projects or submit joint venture bids without first being registered, as long as the contractors that are parties to the joint venture and the joint venture are registered at the time the contract is awarded.

Contractors who work exclusively on small public works projects are not required to register as a public works contractor or file electronic certified payroll reports for those projects. Contractors are still required to maintain certified payroll records on a continuous basis, and provide them to the Labor Commissioner’s Office upon request. Additionally, awarding agencies are not required to submit the notice of contract award through DIR’s PWC-100 system on projects that fall within the small project exemption. **The small project exemption applies for all public works projects that do not exceed:**

* + $25,000 for new construction, alteration, installation, demolition or repair
	+ $15,000 for maintenance
1. **Who is eligible to register?**

Contractors must meet the following requirements to register:

* + Have workers' compensation coverage for any employees and only use subcontractors who are registered public works contractors.
	+ Have a Contractors State License Board license if applicable to trade.
	+ Have no delinquent unpaid wage or penalty assessments owed to any employee or enforcement agency.
	+ Not be under federal or state [debarment](https://www.dir.ca.gov/dlse/debar.html).
	+ Not be in prior violation of this registration requirement once it becomes effective. However, for the first violation in a 12-month period, a contractor may still qualify for registration by paying an additional penalty.
1. **How much does registration cost, and how long does it last?**

Registration costs $400 and covers one fiscal year (July 1–June 30), regardless of the date on which a contractor registers. Registration is renewable annually.

1. **What if I don't register (i.e., what are the consequences of noncompliance)?**

Contractors who are required to register but fail to do so are ineligible to bid or work on a public works contract and can be removed from any public works project on which they currently are working. For a single violation in a 12-month period, a contractor who is otherwise eligible may still register by paying a $2,000 penalty in addition to the $400 registration fee. Registered contractors who inadvertently fail to renew by June 30, but continue to work on public works after that date, have a 90-day grace period to renew retroactively by paying a $400 penalty in addition to the registration renewal fee.

1. **How long does it take for DIR to process contractor registrations, verify submitted information, and post contractor information in the registration list that is accessible online?**

This process can take less than 24 hours if registration fees (including penalties, if applicable) are paid by credit card. Verification of payment by other means can take up to eight weeks.

* 1. **Mandatory Contractor and Subcontractor Registration.**Pursuant to Labor Code Section 1771.1(a), Contractor represents that it and all of its Subcontractors are currently registered and qualified to perform public work pursuant to Labor Code Section 1725.5. Contractor covenants that any additional or substitute Subcontractors will be similarly registered and qualified.
	2. **Indemnity/Liability.** Contractor shall defend, indemnify, and save harmless, to the fullest extent permitted by law, the District and each of its officers, directors, representatives, agents and employees, against all claims, suits, actions, loss, cost, damage, expense, and liability arising from or related to bodily injury to or death of any person or damage to any property, or resulting from any breach and/or Contractor’s negligence in performing the Work pursuant to the Contract Documents. Notwithstanding any provision of the Contract Documents, District shall not be liable to Contractor or anyone claiming under it, in contract or tort, for any special, consequential, indirect or incidental damages arising out of or in connection with the Contract Documents or the Work. District’s rights and remedies, whether under the Contract Documents or other applicable law, shall be cumulative and not subject to limitation.
	3. **Worker’s Compensation.** Pursuant to Labor Code Sections 1860 and 1861, in accordance with the provisions of Section 3700 of the Labor Code, every contractor will be required to secure the payment of compensation to his employees. Contractor represents that it is aware of the provisions of Labor Code Section 3700 that 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 Contractor shall comply with such provisions before commencing the performance of the Work.
1. MISCELLANEOUS
	1. **No Modification or Waiver; Severability.** The Contract Documents may not be modified, nor may compliance with any of its terms be waived, except by written instrument executed and approved by fully authorized representatives of District and Contractor. Contract Documents headings are for convenience only and do not affect the construction of the Contract Documents. Should any part of the Contract Documents be declared invalid, void or unenforceable, all remaining parts, terms and provisions of the Contract Documents shall remain in full force and effect and shall in no way be invalidated, impaired or affected thereby.
	2. **Independent Contractor.** Contractor is an independent Contractor and does not act as District’s agent in any capacity, whatsoever. Contractor is not entitled to any benefits that District provides to District employees including, without limitation, insurance, worker’s compensation benefits or payments, pension benefits, health benefits or insurance benefits. Terms within the Contract Documents regarding directives apply to and concern the result of the Contractor’s provision of Work not the means, methods, or scheduling of the Contractor’s Work. Contractor shall be solely responsible for the means, methods, techniques, sequences and procedures with respect to its provision of Work under the Contract Documents. Contractor shall pay all payroll taxes imposed by any governmental entity and will pay all other taxes not specifically identified in the Contract Documents as District’s responsibility.
	3. **Termination; Suspension; Disputes.** District may direct Contractor to terminate, suspend, delay, interrupt or accelerate Work, in whole or in part, for such periods of time as District may determine in its sole discretion. District will issue such directives in writing, and may do so, in whole or in part, for its convenience or due to Contractor’s fault. District will compensate Contractor for extra costs resulting from such directives only to the extent that District issues such directives for its convenience and not due to Contractor’s fault (but District shall not compensate Contractor for costs, profit or overhead anticipated to be earned or incurred on Work terminated for District’s convenience.) Contractor shall continue its Work throughout the course of any dispute, and Contractor’s failure to continue Work during a dispute shall be a material breach of the Contract Documents. All claims by Contractor against District shall be submitted in writing to District, and shall be governed by Public Contract Code Sections 20104 – 20104.6, after which time the one year time period in Government Code Section 911.2 shall be, pursuant to Government Code Section 930.2, reduced to 90 days. Should Contractor be terminated for default, and such termination is subsequently determined to be wrongful, such termination will be converted to a termination for convenience as provided herein.
	4. **Notices.** All notices between the parties hereto shall be in writing and may be served by commercial express/overnight courier service or by depositing the same in the United States mail, postage prepaid and certified receipt requested, and addressed as indicated beneath each party’s signature in the CAFS Agreement, or as either party may otherwise provide to the other.
	5. **Dispute Resolution.** Before resorting to litigation, the parties shall use reasonable efforts to resolve any dispute between them in an amicable fashion. Such efforts may include, without limitation, a meeting between party principals.
	6. **Execution; Venue; Limitations.** The Contract Documents shall be deemed to have been executed in Yuba and/or Sutter County, California. Enforcement of the Contract Documents shall be governed by the laws of the State of California, excluding its conflict of laws rules. Except as expressly provided in the Contract Documents, nothing in the Contract Documents shall operate to confer rights or benefits on persons or entities other than District and Contractor. As between the parties to the Contract Documents, any applicable statute of limitations for any act or failure to act arising from or in connection with any Order shall commence to run on the date of District’s issuance of the final Certificate for Payment for the Order, or termination of the Contract Documents, whichever is earlier, except for latent defects, for which the statute of limitation shall begin running upon discovery of the defect and its cause.
	7. List all first Tier Sub-Contractors, Contractor License Numbers, and Scope of Work:

|  |  |  |  |
| --- | --- | --- | --- |
| No. | Sub-Contractor Name | Contractor License Number | Scope of Work Under Contract |
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	2. **Change Order Mark-Ups.** Provide change order mark-up percentage on all changes to cover profit and overhead by the general/prime contractor and sub-contractors.

General/Prime contractor mark-up percentage: .

Sub-contractor mark-up percentage: .

* 1. **Schedule.** Provide a preliminary schedule for the work to be completed with the proposal. Note any issues or considerations that may impact the schedule. Note if overtime is included or not.

***(End of Appendix A)***

**APPENDIX B, TO CONTRACTORS AGREEMENT FOR SERVICES**

# **INSURANCE**

### Commercial General Liability Insurance, written on an “occurrence” basis, which shall provide coverage for bodily injury, death and property damage resulting from operations, liability for slander, false arrest and invasion of privacy, blanket contractual liability, broad form endorsement, and completed operations, personal and advertising liability, with limits of not less than **[$2,000,000]** general aggregate and **[$1,000,000]** each occurrence, subject to a deductible of not more than **[$1,000]** payable by Contractor.

1. Excess Liability Insurance, on an “Occurrence” form, coverage should apply and follow form over primary coverages shown above. Limits must apply per any one occurrence and general aggregate annually; and Annual Aggregate Products and Completed Operations. The following are required excess limits of liability: **[$3,000,000]** Bodily Injury and Property Damage Liability, **[$3,000,000]** General Aggregate, **[$3,000,000]** Products and Completed Operations.
2. Business Automobile Liability Insurance with limits not less than [**$1,000,000]** each occurrence including coverage for owned, non‑owned and hired vehicles, subject to a deductible of not more than [**$1,000]** payable by Contractor.
3. Workers’ Compensation Employers’ Liability limits not less than [**$1,000,000]** each accident, [**$1,000,000]** per disease and [**$1,000,000]** aggregate. Contractor’s Workers’ Compensation Insurance policy shall contain a Waiver of Subrogation against the YUBA COMMUNITY COLLEGE DISTRICT, its officers, directors, officials, agents, employees and volunteers. In the event Contractor is self-insured, it shall furnish Certificate of Permission to Self-Insure signed by Department of Industrial Relations Administration of Self-Insurance, State of California.
4. ***[If applicable]*** Builder’s Risk Insurance including, without limitation, coverage against loss or damage to the Work by fire, lightening, wind, hail, aircraft, riot, vehicle damage, explosion, smoke, falling objects, vandalism, malicious mischief, collapse, and other such hazards as are normally covered by such coverage. Such insurance shall be in amount equal to the replacement cost (without deduction for depreciation and subject to stipulated value in lieu of average clause) of all construction constituting any part of the Work, excluding the cost of excavations, of grading and filling of the land. Such insurance may be subject to deductible clauses not to exceed [**$5,000]** for any one loss. Such insurance will not cover loss or damage to Contractor’s equipment, scaffolding or other materials not to be consumed in the performance of the Work. The insurer shall waive all rights of subrogation against District.

***[Alternatively, if applicable]*** An Installation Floater including, without limitation, coverage against loss or damage to the Work by fire, lightening, wind, hail, vandalism, malicious mischief,and other such hazards as are normally covered by such coverage. Such insurance shall be in amount equal to the replacement cost (without deduction for depreciation and subject to stipulated value in lieu of average clause) of the Work. Such insurance may be subject to deductible clauses not to exceed [**$5,000]** for any one loss. Such insurance will not cover loss or damage to Contractor’s equipment, scaffolding or other materials not to be consumed in the performance of the Work. The insurer shall waive all rights of subrogation against District.

1. Insurance policies in Appendix B shall contain an endorsement containing the following terms:
	1. YUBA COMMUNITY COLLEGE DISTRICT, its officers, directors, officials, agents, employees, and volunteers, shall be named as additional insureds, but only with respect to liability arising out of the activities of the named insured, and there shall be a waiver of subrogation as to each named and additional insured.
	2. The policies shall apply separately to each insured against whom claim is made or suit is brought except with respect to the limits of the company’s liability.
	3. Written notice of cancellation, non-renewal or of any material change in the policies shall be mailed to District thirty (30) days in advance of the effective date thereof.
	4. Insurance shall be primary insurance and no other insurance or self-insured retention carried or held by any named or additional insureds other than Contractor shall be called upon to contribute to a loss covered by insurance for the named insured.

## Certificates of Insurance and Endorsements shall have clearly typed thereon the CAFS Agreement Name and Date, shall clearly describe the coverage and shall contain a provision requiring the mailing of written notices of cancellation described in clause 6.03 above.

1. All policies of insurance shall be placed with insurers acceptable to District. The insurance underwriter(s) must be duly licensed to do business in the State of California and (other than for workers’ compensation) must have an A. M. Best Company rating of [**A-,X]** or better. Required minimum amounts of insurance may be increased should conditions of Work, in the opinion of District, warrant such increase. Contractor shall increase required insurance amounts upon direction by District.
2. All Contractor work completed at the District requires an Insurance Certificate per the following sample with the District listed as the “Certificate Holder”.



***(End of Appendix B)***

# **APPENDIX C - SUPPLEMENTTO CONTRACTORS AGREEMENT FOR SERVICES**

# **CONSTRUCTION LABOR AND MATERIAL PAYMENT BOND**

KNOW ALL PERSONS BY THESE PRESENTS:

1. THAT WHEREAS, the **YUBA COMMUNITY COLLEGE DISTRICT**, a California community college district (**District**) has awarded to **(Name of Contractor)** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ as Principal a Contractors Agreement For Services, dated the \_\_\_\_\_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_**,** 20 \_\_\_\_, together with Work Order No. \_\_\_\_\_ (**Order**, and together with the Contractors Agreement For Services, the **CAFS Agreement**), in the amount of $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (**Contract Sum**), which Agreement is by this reference made a part hereof, for the work described as follows:

**(Describe Agreement Work)**

1. AND WHEREAS, Principal is required to furnish a bond in connection with the Agreement to secure the payment of claims of laborers, mechanics, material suppliers, and other persons as provided by law;
2. NOW, THEREFORE, we, the undersigned Principal and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ as Surety, are held and firmly bound unto District in the sum of 100% OF THE CONTRACT SUM($\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_), for which payment well and truly to be made we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.
3. THE CONDITION OF THIS OBLIGATION IS SUCH, that if Principal, or its heirs, executors, administrators, successors, or assigns approved by District, or its subcontractors shall fail to pay any of the persons named in California Civil Code Section 9100, or amounts due under the State of California Unemployment Insurance Code with respect to work or labor performed under the Agreement, or for any amounts required to be deducted, withheld, and paid over to the State of California Employment Development Department from the wages of employees of Principal and subcontractors pursuant to California Unemployment Insurance Code Section 13020 with respect to such work and labor, that Surety will pay for the same in an amount not exceeding the sum specified in this bond, plus reasonable attorneys’ fees, otherwise the above obligation shall become and be null and void.
4. This bond shall inure to the benefit of any of the persons named in California Civil Code Section 9100, as to give a right of action to such persons or their assigns in any suit brought upon this bond. The intent of this bond is to comply with the California Mechanic’s Lien Law.
5. Surety, for value received, hereby expressly agrees that no extension of time, change, modification, alteration, or addition to the undertakings, covenants, terms, conditions, and agreements of the Agreement, or to the work to be performed thereunder, shall in any way affect the obligation of this bond; and it does hereby waive notice of any such extension of time, change, modification, alteration, or addition to the undertakings, covenants, terms, conditions, and agreements of the Agreement, or to the work to be performed thereunder.
6. Surety’s obligations hereunder are independent of the obligations of any other surety for the payment of claims of laborers, mechanics, material suppliers, and other persons in connection with Agreement; and suit may be brought against Surety and such other sureties, jointly and severally, or against any one or more of them, or against less than all of them without impairing District’s rights against the other.
7. Correspondence or claims relating to this bond shall be sent to Surety at the address set forth below.

 IN WITNESS WHEREOF, we have hereunto set our hands this \_\_\_\_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**,** 20\_\_\_.

**CONTRACTOR AS PRINCIPAL** **SURETY**

Company: (Corp. Seal) Company: (Corp. Seal)

Signature Signature

Name Name

Title Title

Street Address Street Address

City, State, Zip Code City, State, Zip Code

***(End of Appendix C)***

**APPENDIX D – SUPPLEMENT TO CONTRACTORS AGREEMENT FOR SERVICES**

# **CONSTRUCTION PERFORMANCE BOND**

**KNOW ALL PERSONS BY THESE PRESENTS:**

1. THAT WHEREAS, **YUBA COMMUNITY COLLEGE DISTRICT**, a California community college district (**District**) has awarded to **(Name of Contractor)\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** as Principal a Contractors Agreement For Services, dated the \_\_\_\_\_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_, 20\_\_\_, together with Work Order No. \_\_\_\_\_ (**Order**, and together with the Contractors Agreement For Services, the **CAFS Agreement**), in the amount of $\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (**Contract Sum**), which Agreement is by this reference made a part hereof, for the work described as follows:

**(Describe Agreement Work)**

AND WHEREAS, Principal is required to furnish a bond in connection with the Agreement, guaranteeing the faithful performance thereof;

1. NOW, THEREFORE, we, the undersigned Principal and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ as Surety are held and firmly bound unto District in the sum of 100% OF THE CONTRACT SUM to be paid to District or its successors and assigns; for which payment, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.
2. THE CONDITION OF THIS OBLIGATION IS SUCH, that if Principal, or its heirs, executors, administrators, successors, or assigns approved by District, shall promptly and faithfully perform the covenants, conditions, and agreements of the Agreement during the original term and any extensions thereof as may be granted by District, with or without notice to Surety, and during the period of any guarantees or warranties required under the Agreement, and shall also promptly and faithfully perform all the covenants, conditions, and agreements of any alteration of the Agreement made as therein provided, notice of which alterations to Surety being hereby waived, on Principal’s part to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify, defend, protect, and hold harmless District as stipulated in the Agreement, then this obligation shall become and be null and void; otherwise it shall be and remain in full force and effect.
3. No extension of time, change, alteration, modification, or addition to the Agreement, or of the work required thereunder, shall release or exonerate Surety on this bond or in any way affect the obligation of this bond; and Surety does hereby waive notice of any such extension of time, change, alteration, modification, or addition.
4. Whenever Principal shall be and declared by District in default under the Agreement, Surety shall promptly remedy the default, or shall promptly:
	1. Undertake through its agents or independent contractors, reasonably acceptable to District, to complete the Agreement in accordance with its terms and conditions and to pay and perform all obligations of Principal under the Agreement including, without limitation, all obligations with respect to warranties, guarantees, indemnities, and the payment of liquidated damages; or
	2. Obtain a bid or bids for completing the Agreement in accordance with its terms and conditions, and, upon determination by District of the lowest responsible bidder, reasonably acceptable to District, arrange for a contract between such bidder and District and make available as work progresses (even though there should be a default or a succession of defaults under the contract or contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the Contract Sum, and to pay and perform all obligations of Principal under the Agreement including, without limitation, all obligations with respect to warranties, guarantees, and the payment of liquidated damages; but, in any event, Surety’s total obligations hereunder shall not exceed the amount set forth in the third paragraph hereof. The term “balance of the Contract Sum,” as used in this paragraph, shall mean the total amount payable by District to the Principal under the Agreement and any amendments thereto, less the amount District paid to Principal.
5. Surety’s obligations hereunder are independent of the obligations of any other surety for the performance of the Agreement, and suit may be brought against Surety and such other sureties, jointly and severally, or against any one or more of them, or against less than all of them without impairing District’s rights against the others. Surety may not use Contractor to complete the Agreement absent District’s written consent.
6. No right of action shall accrue on this bond to or for the use of any person or corporation other than District or its successors or assigns.
7. Surety may join in any proceedings brought under the Agreement and shall be bound by any judgment.
8. Correspondence or claims relating to this bond shall be sent to Surety at the address set forth below.

 IN WITNESS WHEREOF, we have hereunto set our hands this \_\_\_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_\_.

**CONTRACTOR AS PRINCIPAL** **SURETY**

Company: (Corp. Seal) Company: (Corp. Seal)

Signature Signature

Name Name

Title Title

Street Address Street Address

City, State, Zip Code City, State, Zip Code

# **APPENDIX E, TO CONTRACTORS AGREEMENT FOR SERVICES**

# **SUPPLEMENTAL CONDITIONS**

**Not Applicable on this Project**

# **APPENDIX F, Firm/Contractor Checklist**

|  |  |
| --- | --- |
| **YUBA COMMUNITY COLLEGE DISTRICT****Maintenance & Operations****425 Plumas Blvd., Suite 200****Yuba City, CA 95991****Phone: (530) 740-1715** | ***District Director: Dave Willis (916) 747-4262******Email:*** ***dwillis@yccd.edu******Bryan Epp, Asst. Dir(Yuba College): (530) 740-1722******Email: bepp@yccd.edu******Michael Sinn, Asst. Dir(Woodland C. College): (530) 575-0206******Email:*** ***msinn@yccd.edu******;******Rita Ordiway, Secretary (530) 740-1715******Email*:** ***rordiway@yccd.edu*** |

Vendor Checklist

|  |
| --- |
| **FIRM/VENDOR INFORMATION** |
| **Contact Name:** |  |
| **Company Name** |   |
| **Address:**  |  |
| **Telephone number:**  |  |
| **Cell Phone Number:**  |  |
| **Email:**  |  |
| **Fax Number:** |  |

|  |
| --- |
| **CHECKLIST: Please put a check mark in the box next to each item listed**  |
| [ ]  | Agreement for Services Contract Completed & Signed | [ ]  CUPCCA List Form Completed - emailed or  Included  |
| [ ]  | W-9 Form Completed and - emailed or included | [ ]  List Registration Number with Dept. of Industrial  Relations  |
| [ ]  | Certificate of Liability Insurance - emailed(Certificate Holder Section Lists our name and address) | [ ]  DIR Project Number will be emailed if applicable |
| [ ]  | Copy of California Contractor’s License  | [ ]  Subcontractor List with License Numbers and  DIR Numbers including Contact Information –  emailed or included |
|  **When all items on checklist have been completed, a PO will be issued and emailed and the project** **can then begin.** |
|  | Comments:  |  |
|  | **Note:** Contact Rita Ordiway at rordiway@yccd.edu or call (530) 740-1715 to get parking permit information. |

 ***Revised 02/01/2018***

# **APPENDIX “G: Addendum No. [Optional]**



***End of CAFS Agreement***