

# **PROJECT MANUAL**

## **Yuba Community College District**

### **District Offices Minimized Remodel (Interior Improvements)**

**Sutter County Center, District Offices**

**3301 East Onstott Road**

**Yuba City, California 95991**

DSA File No. 58-C1

DSA Application Number:

02-120593

tBP Architecture Project Number – 22073.00

YCCD Project Number—RFP 23-04

Date: November 13, 2023

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**SECTION 00 11 13**  
**ADVERTISEMENT FOR BIDS**

November 13, 2023

**PROJECT:** Yuba Community College District, District Offices Minimized Remodel

Contractors are invited to submit, under General Contract format, an offer under seal to perform the work defined for the referenced project to Yuba Community College District.

Submit proposals on **December 12, 2023**, at the office of **YUBA COMMUNITY COLLEGE DISTRICT , ATTN: DAVID WILLIS, YUBA COLLEGE, SUTTER COUNTY CENTER, DISTRICT OFFICES, 3301 EAST ONSTOTT ROAD, YUBA CITY, CALIFORNIA, 95991** at times as specified in the Section 00 21 13, "Instructions to Bidders".

The District will **not** be providing hard copy drawings and specifications.

**Bid security** will be required in the amount of **10 percent** of the Proposal Amount, in the form of a Bid Security Bond per Section 00 43 13, "Bid Security Forms" or approved equivalent.

**Important Dates and Times:**

**1. Optional Pre-Bid Zoom Meeting: November 21, 2023: 2:00pm**

**Join Zoom Meeting**

<https://yccd-edu.zoom.us/j/87144832215>

Meeting ID: 871 4483 2215

Dial by your location

• +1 669 444 9171 US

**2. Optional On Campus Meeting: November 28, 2023; 2:00pm**

**Location:**

Sutter County Center, District Offices, Attn.: David Willis

3301 East Onstott Road, Room 211 (second floor)

Yuba City, California, 95991

**Note:** There are no mandatory pre-bid meetings for this project.

**3. Requests for Information Due Date: December November 30, 2023: 5:00pm**

**4. Proposals Due Date: December 12, 2023, 2:00PM Sharp.**

Deliver proposal to the following address:

**Yuba Community College District, Sutter County Center**  
District Offices, Second Floor, Room 217  
Attention: David Willis  
3301 East Onstott Road  
Yuba City, California 95991

All procurement documents, including Addenda's (as required) may be obtained only on the YCCD Purchasing website: <https://www.yccd.edu/central-services/>

**Note:** Late proposals will not be accepted or considered. There will be a public bid opening.

The Instructions to Bidder define specific submittals that must accompany the Bid Proposal for each project. These include:

- \* Summary of project management team and team members work experience and credentials.
- \* Preliminary Construction Schedule.
- \* Cost Breakdowns.
- \* Sub-Contractors List with contractor license number and Division of Industrial Relations registration number.
- \* Bid Bond or acceptable alternative

Submit Bid Proposal on form provided in Document 00 41 00, "Bid Form". Do not use any other bid forms.

The Bid Proposal shall be submitted under a Condition of Irrevocability for a period of 90 days after submission.

The Owner reserves the right to accept or reject all offers, and to waive minor irregularities in compliance with bid procedures. All requirements established by the bidding requirements must be met in order for the Bid Proposal to be considered.

Thank you for your consideration of this invitation. Please direct requests for information and questions concerning this project in MS Word Format to the following:

1. **tBP Architecture** ; Phil Newsom, email: [pnewsom@tbparchitecture.com](mailto:pnewsom@tbparchitecture.com) ; and  
**tBP Architecture**; Jennifer Davis, email: [jdavis@tbparchitecture.com](mailto:jdavis@tbparchitecture.com) ;

**AND** copy:

2. **YCCD**; David Willis, email: [dwillis@yccd.edu](mailto:dwillis@yccd.edu)

**Note:** Include “RFP 23-04, RFI, YCCD District Offices Minimized Remodel” in the subject field of your email.

The End.



**SECTION 00 21 13**  
**INSTRUCTIONS TO BIDDERS**

**1.1 DEFINITIONS**

- A. Addenda are written or graphic instruments issued prior to the execution of the Contract, which modify or interpret the Bidding Sections, including Drawings and Specifications by additions, deletions, clarifications, or corrections, Addenda will become part of the Contract Sections when the Construction Contract is executed.
- B. See Section 00 52 00, “Agreement for Services” for list of definitions related to Construction Contract.

**1.2 BIDDERS REPRESENTATION**

- A. Each bidder, by making his bid, represents that he has read and understands the Bidding Sections. After executing the Agreement, no consideration will be given to any claim of misunderstanding of the Sections.
- B. Each bidder, by making his bid, represents that he has visited the site, inspected the area of the work, and familiarized himself with the local conditions under which the work is to be performed. Such inspection shall specifically consider requirements for accessing concealed spaces and determining sufficient clearance and installation space exists to complete the work shown in the Contract Sections.
- C. Each bidder, by stating the time for completion of the work on the Bid Form, agrees to commence the work within five days of notice to proceed and complete the work within the stipulated time period.

**1.3 BIDDING PROCEDURE**

- A. All bids must be prepared, in duplicate, on the forms provided and submitted in accordance with the Instructions to Bidders.

**Completed Bid Package includes:**

- 1. Section 01 61 00, “Bid Form”
  - 2. Subcontractor List as defined Section 00 52 00 – Agreement for Services, Contract Documents, Item 4.09
  - 3. Preliminary Schedule as defined Section 00 52 00 – Agreement for Services, Contract Documents, Item 4.12
  - 4. Proposed Schedule of Values Form in format described in Section 00 43 73, “Proposed Schedule of Values”
  - 5. Section 00 45 19, “Non-Collusion Affidavit”
  - 6. Section 00 45 10, “Verification of Contractor and Subcontractor's DIR Registration”
  - 7. Section 00 45 27, “Drug-Free Workplace Certification”
  - 8. Section 00 61 00, “Bid Bond”
- B. A bid is invalid if it has not been deposited at the designated location prior to the time and date for receipt of bids.



- C. Submit bid package no later than the date and time listed in Section 00 11 13, “Advertisement for Bids” and Section 00 21 13, “Instructions to Bidders”
- D. If email transmission method selected, Architect and Owner are not responsible for Contractor's inability to transmit Section for any reason, including equipment or transmission failure.
- E. Unless otherwise provided in any supplement to these Instructions to Bidders, no bidder shall modify, withdraw, or cancel his bid, or any part thereof, for **ninety (90) days** after the time designated for the receipt of bids.
- F. Prior to the receipt of bids, Addenda will be transmitted or delivered to each person, or firm, recorded by the Architect as having received the Bidding Sections, and will be available for inspection wherever the Bidding Sections are kept available for that purpose. Addenda issued after receipt of bids will be mailed or delivered only to the selected bidder.
- G. Each Bidder may prepare and submit a list of suggested changes to products, systems or construction procedures sequences as shown in construction Sections. Do not list modifications with anticipated cost reductions of less than **\$5,000**. Provide detailed breakdowns for items selected for further review by Owner. See Section 00 26 00, “Procurement Substitution Procedures” for requirements.

#### **1.4 EXAMINATION OF BIDDING SECTIONS**

- A. Each bidder shall examine the Bidding Sections carefully and, not later than **seven (7) days** prior to the date for receipt of bids, shall make written request to the Architect for interpretation or correction of any ambiguity, inconsistency, or error therein which he may discover. Any interpretation or correction will be issued as an addendum by the Architect. Only a written interpretation or correction by addendum shall be binding. No bidder shall rely upon any interpretation or correction given by any other method.

#### **1.5 SUBSTITUTIONS**

- A. Each bidder represents that his bid is based upon the materials and equipment described in the Bidding Sections.
- B. The materials, products, and equipment described in the Bidding Sections establish a standard of required function, dimension, appearance, and quality to be met by proposed substitutions.
- C. No substitution will be considered unless written request has been submitted by the bidder, and has been received by the Architect and the District at **least ten (10) days** before the date for receipt of bids. Requests received after this time will not be considered. Include with each request the name of the material or equipment for which it is to be substituted, and a complete description of the proposed substitute, including drawings, cuts, performance, and test data, in compliance with Section 00 26 00, “Procurement Substitution Procedures”, Section 01 25 00, “Substitution Procedures” requirements, submitted on the form provided in Section 01 25 00.10, “Substitution Request Form”.
- D. If the Architect approves a proposed substitution, such approval will be set forth in an addendum. Bidders shall not rely upon approval made in any other manner.

## 1.6 REJECTION OF BIDS

- A. The Bidder acknowledges the right of the Owner to reject any or all bids, and to waive any informality or irregularity in any bid received. In addition, the Bidder recognizes the right of the Owner to reject a bid if the Bidder fails to furnish any required bid security, or to submit the data required by the Bidding Sections, or if the bid is in any way incomplete or irregular.

## 1.7 SUBMISSION OF POST-BID INFORMATION

- A. Upon request by the Architect or the District, the selected bidder shall, **within seven (7) days thereafter**, submit the following:
  - 1. A designation of the work to be performed by the bidder with his own forces.
  - 2. Explanation establishing the experience, reliability and responsibility of the proposed subcontractors.
- B. Prior to the award of the Contract, the Architect or Owner will notify the Bidder, in writing, if either the Owner or the Architect, after due investigation, has reasonable and substantial objection to any person or organization on such list. If the Owner or Architect has such objection, and refuses, in writing, to accept such person or organization, the Bidder may withdraw his bid without forfeiture of bid security. If the Bidder submits an acceptable substitution with an increase in his bid price to cover the difference in cost occasioned by such substitution, the Owner may accept the increased bid price, or he may disqualify the Bidder. Subcontractors and other persons and organizations proposed by the Bidder, and accepted by the Owner and Architect, must be used on the work for which they were proposed and accepted, and shall not be changed, except with the written permission of the Owner and Architect.

## 1.8 CONSTRUCTION LABOR AND MATERIAL PAYMENT BOND

- A. The Owner will, prior to the execution of the contract, require the **bidder to furnish bonds** covering the faithful **performance** of the Contract and the **payment** of all obligations arising thereunder with such sureties secured through the bidders usual sources as may be agreeable to the parties. Each bond shall be in the amount of 100 percent of the Contract price and shall be submitted on forms stipulated in the Bidding Sections and the premiums shall be paid by the bidder. The bidder shall deliver the required bonds to the Owner not later than the date of execution of the Contract, or if the work is commenced prior thereto in response to a letter of intent, the bidder shall, prior to commencement of the work, submit evidence satisfactory to the Owner that such bonds will be issued. See Section 00 52 00, "Agreement for Services", Appendix C, for requirements.

## 1.9 BID SECURITY

- A. Provide bid security in the amount of **10 percent** of the proposal amount, on the form included in Section 00 61 00, "Bid Form", or approved equivalent.

## 1.10 TIME OF COMPLETION

- A. Bidders shall begin the Work on receipt of the Notice to Proceed and shall complete the Work within the Contract Time, as defined in Section 00 52 00, "Agreement for Services".
- B. Work is subject to liquidated damages, as defined in Section 00 52 00, "Agreement for Services".

**1.11 PRELIMINARY CONSTRUCTION SCHEDULE**

- A. Accompanying bid, Contractor shall submit a preliminary construction schedule. See Section
- B. Proposed overall construction period, major work sequences, utility disruption/shut down periods, and other critical scheduling considerations shall be shown in an approved format.

**1.12 PROJECT MANAGEMENT STAFF**

- A. Identify project manager and project superintendent proposed for project on Bid Form in designated location. When requested by Owner, provide resumes describing staff expertise.

**1.13 SUBMISSION OF BIDS**

- A. Sealed bids will be received by the Owner in accordance with procedures and schedule as defined in the Invitation to Bid.

**END OF SECTION**

**SECTION 00 25 13  
PRE-BID MEETINGS**

**PART 1 - GENERAL**

**1.1 PREBID MEETING**

A. The District will conduct Prebid meetings as indicated below:

**1.1.1. Important Dates and Times:**

**1. Optional Pre-Bid Zoom Meeting: November 21, 2023: 2:00pm**

**Join Zoom Meeting**

<https://yccd-edu.zoom.us/j/87144832215>

Meeting ID: 871 4483 2215

Dial by your location

• +1 669 444 9171 US

**2. Optional On Campus Meeting: November 28, 2023; 2:00pm**

**Location:**

Sutter County Center, District Offices, Attn.: David Willis

3301 East Onstott Road, Room 211 (second floor)

Yuba City, California, 95991

**Note:** There are no mandatory pre-bid meetings for this project.

**3. Requests for Information Due Date: December November 30, 2023: 5:00pm**

**4. Proposals Due Date: December 12, 2023, 2:00PM Sharp.**

Deliver proposal to the following address:

**Yuba Community College District, Sutter County Center**

District Offices, Second Floor, Room 217

Attention: David Willis

3301 East Onstott Road

Yuba City, California 95991

All procurement documents, including Addenda's (as required) may be obtained only on the YCCD Purchasing website: <https://www.yccd.edu/central-services/>

**Note:** There are no mandatory pre-bid meetings for this project. Attendance will be recorded for all optional meetings either on a log sheet or through a zoom meeting.

- B. Typical Pre-Bid Meeting Agenda:** Prebid meeting agenda will include review of topics that may affect proper preparation and submittal of bids, including the following:
1. Introductions
  2. Procurement and Contracting Requirements:
    - a. Advertisement for Bids.
    - b. Instructions to Bidders.
    - c. Bidder Qualifications.
    - d. Bonding.
    - e. Insurance.
    - f. Bid Security.
    - g. Bid Form and Attachments.
    - h. Bid Submittal Requirements.
    - i. Bid Submittal Checklist.
    - j. Notice of Award.
  3. Communication during Bidding Period:
    - a. Bidder's Requests for Information (RFI's)
    - b. Bidder's Substitution Request/Prior Approval Request.
    - c. Addenda.
  4. Contracting Requirements:
    - a. Agreement.
    - b. The General Conditions.
    - c. The Supplementary Conditions. (Not Applicable)
    - d. Other Owner requirements.
  5. Construction Documents:
    - a. Scopes of Work.
    - b. Temporary Facilities.
    - c. Use of Site.
    - d. Work Restrictions.
    - e. Alternates, Allowances, and Unit Prices.
    - f. Substitutions following award.
  6. Schedule:

- a. Project Schedule.
  - b. Contract Time.
  - c. Liquidated Damages.
  - d. Other Bidder Questions.
7. Site/facility visit or walkthrough.
  8. Post-Meeting Addendum.
- C. Minutes: Entity responsible for conducting meeting will record and distribute meeting minutes to attendees and others known by the issuer to have received a complete set of Procurement and Contracting Documents. Minutes of meeting are issued as Available Information and do not constitute a modification to the Procurement and Contracting Documents. Modifications to the Procurement and Contracting Documents are issued by written Addendum only.
1. Sign-in Sheet: Minutes will include list of meeting attendees.
  2. List of Plan holders: There are no Plan holders for this project.

**PART 2 - PRODUCTS**

2.1 NOT USED

**PART 3 - EXECUTION**

3.1 NOT USED

**END OF SECTION**

**SECTION 00 26 00**  
**PROCUREMENT SUBSTITUTION PROCEDURES**

**PART 1 - GENERAL**

1.1 DEFINITIONS

- A. Procurement Substitution Requests: Requests for changes in products, materials, equipment, and methods of construction from those indicated in the Procurement and Contracting Documents, submitted prior to receipt of bids.
- B. Substitution Requests: Requests for changes in products, materials, equipment, and methods of construction from those indicated in the Contract Documents, submitted following Contract award. See Section 01 25 00 "Substitution Procedures" for conditions under which Substitution requests will be considered following Contract award.

1.2 QUALITY ASSURANCE

- A. Compatibility of Substitutions: Investigate and document compatibility of proposed substitution with related products and materials. Engage a qualified testing agency to perform compatibility tests recommended by manufacturers.

1.3 PROCUREMENT SUBSTITUTIONS

- A. Procurement Substitutions, General: By submitting a bid, the Bidder represents that its bid is based on materials and equipment described in the Procurement and Contracting Documents, including Addenda. Bidders are encouraged to request approval of qualifying substitute materials and equipment when the Specifications Sections list materials and equipment by product or manufacturer name.
- B. Procurement Substitution Requests will be received and considered by Owner when the following conditions are satisfied, as determined by Architect; otherwise requests will be returned without action:
  - 1. Extensive revisions to the Contract Documents are not required.
  - 2. Proposed changes are in keeping with the general intent of the Contract Documents, including the level of quality of the Work represented by the requirements therein.
  - 3. The request is fully documented and properly submitted.

1.4 SUBMITTALS

- A. Procurement Substitution Request: Submit to Architect Procurement Substitution Request must be made in writing by prime contract Bidder only in compliance with the following requirements:
  - 1. Requests for substitution of materials and equipment will be considered if received no later than ten (10) days prior to date of bid opening.
  - 2. Substitution Request Submittal Format: Submit PDF in format indicated in Section 01 25 00.10, "Substitution Request Form", and per procedures delineated in Section 01 25 00, "Substitution Procedures:".



3. Provide certification by manufacturer that the substitute proposed is equal to or superior to that required by the Procurement and Contracting Documents, and that its in-place performance will be equal to or superior to the product or equipment specified in the application indicated.
- B. Architect's Action:
1. Architect may request additional information or documentation necessary for evaluation of the Procurement Substitution Request. Architect will notify all bidders of acceptance of the proposed substitute by means of an Addendum to the Procurement and Contracting Documents.
- C. Architect's approval of a substitute during bidding does not relieve Contractor of the responsibility to submit required shop drawings and to comply with all other requirements of the Contract Documents.

## **PART 2 - PRODUCTS**

2.1 NOT USED

## **PART 3 - EXECUTION**

3.1 NOT USED

**END OF SECTION**

**SECTION 00 31 13**  
**PRELIMINARY SCHEDULES**

**PART 1 - GENERAL**

1.1 PROJECT SCHEDULE

- A. This Document with its referenced attachments is part of the Procurement and Contracting Requirements for Project. They provide Owner's information for Bidders' convenience and are intended to supplement rather than serve in lieu of Bidders' own investigations. They are made available for Bidders' convenience and information, but do not affect Contract Time requirements. This Document and its attachments are not part of the Contract Documents.
- B. Available Project information includes the following:
  - 1. Project Schedule
- C. Important Milestone Dates:
  - 1. Mobilization and Start Construction: TBD
  - 2. All Submittals Received by March 1 2024
  - 3. Substantial Completion: July 12, 2024
  - 4. Final Completion: July 26, 2024
- D. Contractor to include the above important milestone dates in the preliminary project schedule submitted with the proposal at bid date.

**PART 2 - PRODUCTS**

2.1 NOT USED

**PART 3 - EXECUTION**

3.1 NOT USED

**END OF SECTION**

**DOCUMENT 00 41 00**  
**BID FORM**

**TO:** Yuba Community College District, David Willis, District Director of Facilities Planning, Maintenance, and Operations

**From:** \_\_\_\_\_

**OFFER**

**A. OFFER SCOPE**

We, the undersigned, having carefully examined the site of the work, the adjoining site conditions, the Drawings and Specifications, Instructions to Bidders and the Contract Documents for the Construction of the defined projects, hereby propose and agree to furnish all required tools, equipment, services, facilities, transportation, materials and labor in conformance with the Drawings and Specifications and related contract documents, including all taxes, permits and licenses.

**B. PROJECT: YCCD Sutter County Center, District Offices “Minimized” Remodel**

The undersigned agrees to construct this project for the lump sum price of:

\_\_\_\_\_ Dollars  
(\$ \_\_\_\_\_).

We acknowledge receipt of the following addenda and have included their provisions in this bid:

Addendum No. _____ Dated _____	Addendum No. _____ Dated _____
Addendum No. _____ Dated _____	Addendum No. _____ Dated _____
Addendum No. _____ Dated _____	Addendum No. _____ Dated _____

**1.1 ACCEPTANCE**

In submitting this bid, we agree:

1. To hold this bid open until **ninety (90) days** after date for receipt of bids.
2. To accept the provisions of the Instructions to Bidders regarding disposition of bid security.
3. To commence work within five days after receipt of written notice to proceed and to complete the Work within the proposed Contract Time period.
4. That the Owner shall be allowed the use of such portions of the building, prior to completion, as may be required to install fixtures, or equipment.
5. That time and access necessary to inspect existing conditions, including concealed spaces, was sufficient to prepare a complete and competent bid.

The undersigned fully understands that a contract is formed upon acceptance of this bid by the Owner, and the undersigned further agrees that he will promptly execute and deliver to the Owner, written memorial of the Agreement together with the Performance Bond, the Labor and Material Payment Bonds and the required Insurance Certificates.

**1.2 CONTRACT TIME**

If this proposal is accepted, we propose to complete the work in accordance with the Contract Documents within the stated number of calendar days from receipt of Notice to Proceed.

**A. PROJECT: YCCD Sutter County Center, District Offices “Minimized” Remodel**

**1.3 CONTRACTOR'S STAFF**

The Contractor's Project Team consists of the following individuals:

Project Manager: \_\_\_\_\_

Project Superintendent: \_\_\_\_\_

**1.4 ATTACHMENTS**

We have attached the following documents, fully executed and complete for each project:

- A. Subcontractor List as defined Section 00 52 00 – Agreement for Services, Contract Documents, Item 4.09
- B. Preliminary Schedule as defined Section 00 52 00 – Agreement for Services, Contract Documents, Item 4.12
- C. Proposed Schedule of Values Form in format described in Section 00 43 73, “Proposed Schedule of Values”
- D. Section 00 45 19, “Non-Collusion Affidavit”
- E. Section 00 45 10, “ Verification of Contractor and Subcontractor's DIR Registration”
- F. Section 00 45 27, “Drug-Free Workplace Certification”
- G. Section 00 61 00, “Bid Bond”

**1.5 AFFIRMATION AND SIGNATURE**

DATE: \_\_\_\_\_

CONTRACTOR: \_\_\_\_\_

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

TELEPHONE: \_\_\_\_\_

LICENSE NUMBER: \_\_\_\_\_

SURETY: \_\_\_\_\_

SEAL (If Corporation)

**END OF SECTION**

**PRE-BID INQUIRY FORM**

**Project:** YCCD Sutter County Center, District Offices “Minimized” Remodel

**Submittal Date** \_\_\_\_\_

Bidder inquiries will be responded to only if: (i) submitted on this Pre-Bid Inquiry Form; (ii) this completed Pre-Bid Inquiry Form is submitted prior to the latest date/time for submittal of pre-bid inquiries as set forth in the Call for Bids; and (ii) this completed Pre-Bid Inquiry Form is submitted to the person or entity noted in the Call for Bids.

<b>Item No.</b>	<b>Item Description</b>	<b>Drawing Sheet No. &amp; Detail No. Reference</b>	<b>Specifications Section and Paragraph No. Reference</b>

Submitted By:  
(Bidder Name)

\_\_\_\_\_  
(Signature of Bidder’s Authorized Employee, Officer or Representative)

Bidder Contact Information:  
(Bidder Contact Name)

\_\_\_\_\_  
(Phone and Fax)

**END OF SECTION**

**SECTION 00 43 73**  
**PROPOSED SCHEDULE OF VALUES FORM**

**PART 1 - GENERAL**

1.1 BID FORM SUPPLEMENT

- A. A completed Proposed Schedule of Values form is required to be attached to the Bid Form.

1.2 PROPOSED SCHEDULE OF VALUES FORM

- A. Proposed Schedule of Values Form: Provide a breakdown of the bid amount, including alternates, in enough detail to facilitate continued evaluation of bid. Coordinate with the Project Manual table of contents. Provide multiple line items for principal material and subcontract amounts in excess of five (5) percent of the Contract Sum.
- B. Arrange schedule of values using AIA Document G703 format, latest edition, or equal.
  - 1. Copies of AIA standard forms may be obtained from the American Institute of Architects; <https://www.aiacontracts.org/contract-documents/20631-continuation-sheet>

**PART 2 - PRODUCTS**

2.1 NOT USED

**PART 3 - EXECUTION**

3.1 NOT USED

**END OF SECTION**

**VERIFICATION OF CONTRACTOR AND  
SUBCONTRACTOR'S DIR REGISTRATION**

I am the \_\_\_\_\_ of \_\_\_\_\_ (“Bidder”)  
(Title/Position) (Bidder Name)

submitting the accompanying Bid Proposal for the Work described as the YCCD Sutter County Center, District Offices “Minimized” Remodel.

1. The Bidder is currently registered as a contractor with the Department of Industrial Relations (“DIR”).
2. The Bidder’s DIR Registration Number is: \_\_\_\_\_. The expiration date of the Bidder’s DIR Registration is \_\_\_\_\_, 20\_\_.
3. If the expiration date of the Bidder’s DIR Registration will occur prior to expiration of the Contract Time for the Work and the Bidder is awarded the Contract for the Work, prior to the Bidder’s DIR Registration expiration, the Bidder will take all measures necessary to renew the Bidder’s DIR Registration so that there is no lapse in the Bidder’s DIR Registration.
4. The Bidder has independently verified that each Subcontractor identified in the Subcontractors List is a DIR registered contractor.
5. The Bidder, if awarded the Contract for the Work will remain a DIR registered contractor for the entire duration of the Work.
6. The Bidder’s solicitation of Subcontractor bids included notice to prospective Subcontractors that: (i) all sub-tier subcontractors must be DIR registered contractors at all times during performance of the Work; and (ii) prospective subcontractors may only solicit sub-bids from and contract with lower-tier subcontractors who are DIR registered contractors.
7. If any of the statements herein are false or omit material facts rendering a statement to be false or misleading, the Bidder’s Bid Proposal is subject to rejection for non-responsiveness.
8. I have personal first-hand knowledge of all of the foregoing.

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

Executed this \_\_\_\_ day of \_\_\_\_\_, 20\_\_ at \_\_\_\_\_.  
(City and State)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Name, typed or printed)

**END OF SECTION**

**SECTION 00 45 19**  
**NON-COLLUSION AFFIDAVIT**

STATE OF CALIFORNIA  
COUNTY OF Yuba, CA

**PROJECT: Yuba College, New Softball Field**

I, \_\_\_\_\_, being first duly sworn, deposes and says that I am the  
(Typed or Printed Name)

\_\_\_\_\_ of \_\_\_\_\_, the party submitting the  
(Title) (Bidder Name)

foregoing Bid Proposal (“the Bidder”). In connection with the foregoing Bid Proposal, the undersigned declares, states and certifies that:

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

Executed this \_\_\_\_\_ day of \_\_\_\_\_ 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.

Dated \_\_\_\_\_

By: \_\_\_\_\_  
(Signature of Bidder’s Authorized Officer or Representative)

\_\_\_\_\_  
(Typed or Printed Name)



**END OF SECTION**

**SECTION 00 45 26**  
**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. I am authorized to execute this Certificate of Workers' Compensation Insurance on behalf of the above-identified Contractor.

By: \_\_\_\_\_  
(Signature of Bidder's Authorized Officer or Representative)

\_\_\_\_\_  
(Typed or Printed Name)

Title: \_\_\_\_\_

**END OF SECTION**

**SECTION 00 45 27**  
**DRUG-FREE WORKPLACE CERTIFICATION**

I, \_\_\_\_\_, am the \_\_\_\_\_ of  
(Print Name) (Title)

\_\_\_\_\_  
(Contractor Name)

I declare, state and certify to all of the following:

1. I am aware of the provisions and requirements of California Government Code §§8350 et seq., the Drug Free Workplace Act of 1990.
2. I am authorized to certify, and do certify, on behalf of Contractor that a drug free workplace will be provided by Contractor by doing all of the following:
  - 2.1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited in Contractor’s workplace and specifying actions which will be taken against employees for violation of the prohibition.
  - 2.2. Establishing a drug-free awareness program to inform employees about all of the following: (i) the dangers of drug abuse in the workplace; (ii) Contractor’s policy of maintaining a drug-free workplace; (iii) the availability of drug counseling, rehabilitation and employee-assistance programs; and (iv) the penalties that may be imposed upon employees for drug abuse violations.
  - 2.3. Requiring that each employee engaged in the performance of the Contract be given a copy of the statement required by Paragraph 2.1 above, and that as a condition of employment by Contractor in connection with the Work of the Contract, the employee agrees to abide by the terms of the statement.
3. Contractor agrees to fulfill and discharge all of Contractor’s obligations under the terms and requirements of California Government Code §8355 by, inter alia, publishing a statement notifying employees concerning: (i) the prohibition of any controlled substance in the workplace, (ii) establishing a drug-free awareness program, and (iii) requiring that each employee engaged in the performance of the Work of the Contract be given a copy of the statement required by California Government Code §8355(a) and requiring that the employee agree to abide by the terms of that statement.
4. Contractor and I understand that if the District determines that Contractor has either: (i) made a false certification herein, or (ii) violated this certification by failing to carry out and to implement the requirements of California Government Code §8355, the Contract awarded herein is subject to termination, suspension of payments, or both. Contractor and I further understand that, should Contractor violate the terms of the Drug-Free Workplace Act of 1990, Contractor may be subject to debarment in accordance with the provisions of California Government Code §§8350, et seq.
5. Contractor and I acknowledge that Contractor and I are aware of the provisions of California Government Code §§8350, et seq. and hereby certify that Contractor and I will adhere to, fulfill, satisfy and discharge all provisions of and obligations under the Drug-Free Workplace Act of 1990.
6. All Yuba Community College District College properties and buildings are “tobacco-free and vape-free” per Board of Trustees and District Policy.

I declare under penalty of perjury under the laws of the State of California that all of the foregoing is true and correct. Executed this \_\_\_ day of \_\_\_\_\_ 20\_\_ at

(City and State)

By: \_\_\_\_\_  
(Signature of Bidder's Authorized Officer or Representative)

\_\_\_\_\_  
(Typed or Printed Name)

Title: \_\_\_\_\_

**END OF SECTION**

**SECTION 00 51 00**  
**NOTICE OF AWARD**

**PART 1 - GENERAL**

1.1 BID INFORMATION

- A. Bidder: <Insert successful bidder name>.
- B. Bidder's Address: <Insert street address, city, state, zip, and telephone>.
- C. Prime Contract: <Insert prime contract name>.
- D. Project Name: YCCD Sutter County Center, District Offices “Minimized” Remodel
- E. Project Location: 3301 East Onstott Road, CA 95901
- F. Owner Representative: David Willis, District Director of Facilities, Maintenance, and Operations
- G. Architect: tBP Architecture
  - 1. Phil Newsom, Principal, Architect of Record
  - 2. Jennifer Davis, Project Architect
- H. Architect Project Number: 22073.00

1.2 NOTICE OF **INTENT TO AWARD** [**AWARD**] CONTRACT

- A. Notice: The above Bidder is hereby notified that their bid, dated <Insert date>, for the above Contract has been considered and the Bidder is hereby awarded a contract for the construction of the Yuba College New Softball Field Complex.

**INCLUDE BELOW, IF APPLIES ONLY**

Alternates Accepted: The following alternates have been accepted by Owner and have been incorporated in the Contract Sum:

- 1. Alternate No. 1: <Insert alternate title>.
- 2. Alternate No. 2: <Insert alternate title>.

- B. Contract Sum: The Contract Sum is <Insert written amount> dollars (\$ <Insert numeric amount>).

1.3 EXECUTION OF CONTRACT

- A. Contract Documents: Copies of the Contract Documents will be made available to the Bidder immediately. The Bidder must comply with the following conditions precedent **within seven (7) calendar days** of the above date of issuance of the Notice:
  - 1. Emailed Contractor Agreement for Services (CAFS), fully filled-out and executable/signed per specification 00 52 00 by email to:
    - a. Rachel Harvey; [rharvey@yccd.edu](mailto:rharvey@yccd.edu)
    - b. David Willis; [dwillis@yccd.edu](mailto:dwillis@yccd.edu)

2. Deliver with the executed Contract Documents Performance and Payment Bonds and Certificates of Insurance required by the Contract Documents.

a. Email a copy of these documents to:

- 1) Rachel Harvey; [rh Harvey@yccd.edu](mailto:rh Harvey@yccd.edu)
- 2) David Willis; [dwillis@yccd.edu](mailto:dwillis@yccd.edu)

b. Mail one Original of the signed/notarized Performance and Payment Bonds to:

- 1) Yuba Community College District  
Sutter County Center, District Offices  
Attention: David Willis  
3301 East Onstott Road, Yuba City, California, 95993

B. Compliance: Failure to comply with conditions of this Notice within the time specified will entitle Owner to consider the Bidder in default, annul this Notice, and declare the Bidder's Bid security forfeited.

1. Within seven (7) days after the Bidder complies with the conditions of this Notice, Owner will return to the Bidder one fully executed copy of the Contract Documents.

#### 1.4 NOTIFICATION

A. This Notice is issued by:

1. Owner: Yuba Community College District/ David L. Willis
2. Authorized Signature: \_\_\_\_\_ (Handwritten signature).
3. Signed By: David L. Willis (Type or print name).
4. Title: Director of Facilities Planning, Maintenance and Operations (Owner).

### **PART 2 - PRODUCTS**

2.1 NOT USED

### **PART 3 - EXECUTION**

3.1 NOT USED

**END OF SECTION**



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:

3. **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.

4. **CONTRACT DOCUMENTS AND MISCELLANEOUS:**

**4.01** Contractor shall perform the Work in accordance with the following (together, **Contract Documents**):

- A. This CAFS Agreement:
- B. Appendix A – General Conditions
- C. Appendix B -- Insurance
- D. Appendix C – Construction Labor and Material Payment Bond
- E. Appendix D – Construction Performance Bond
- F. Appendix E - Supplemental Conditions (Not Applicable)
- G. Appendix F – Firm/Contractor Checklist
- H. Appendix G – Addenda
- I. Appendix H - Contractor Proposal (Refer to Specification 00 41 00 for the Bid Proposal Form)

**4.02 Other Related Sections and Forms:**

- A. Signature/Stamps Page
- B. 00 01 00 - Table of Contents
- A. 00 01 12 - DSA Form 103 Statement of Structural Tests & Inspections
- B. 00 11 13 – Advertisement for Bids, including Bid Addenda Nos. \_\_\_\_\_
- C. 00 21 13 - Instructions to Bidders
- D. 00 41 00 - Bid Form
- E. 00 43 24 - Pre-Bid Inquiry Form
- F. 00 45 10 - Verification of Contractor and Subcontractor's DIR Registrations
- G. 00 45 19 Non-Collusion Affidavit
- H. 00 45 26 Certificate of Workers' Compensation Insurance
- I. 00 45 27 Drug-Free Workplace Certification
- J. 00 60 00 - Project Forms
- K. 00 61 10 - Bid Bond
- L. 00 62 90 - Verification of Certified Payroll Records Submittal to Labor Commission
- M. 00 65 36 - Guarantee Form
- N. 00 65 37 - Contractor Certification of Subcontractor Claim

**4.03** 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.

**4.04** 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**

**4.05 Contract Time.** Refer to RFP No. 23-04.

**4.06 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:

- A. 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.
- B. 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 if all of the work is



not completed, including punch list items by July 31. 2-24 at the per diem rate of **Two Hundred Dollars (\$200)**.

- C. Delayed Submission of Submittals (Not Applicable)
- D. Delayed Punchlist Completion. Refer to 4.06 C. above.
- E. 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.

**4.07** 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.

**4.08** 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
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			

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

- 4.11 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  
Chancellor,  
Shouan Pan  
Yuba College, Sutter County Center,  
District Offices  
3301 East Onstott Road  
Yuba City, California 95991

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Attn:

---

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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

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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*

YCCD, District Offices, Minimized Remodel  
Project Number – RFP 23-04

Issue Date: 11/13/2023.

Requisition# \_\_\_\_\_

G/L# \_\_\_\_\_

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

**GENERAL CONDITIONS**

**5 ARTICLE 1 - TERMS OF PERFORMANCE**

**5.01 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.

**5.02 Construction Performance Bond; Construction Labor and Materials Payment Bond; Securities in Lieu of Retention Escrow Account.**

**5.02.1** 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).

**5.02.2** 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).

**5.03 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.

**5.04 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.

**5.05 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.

**5.06 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.

**5.07 Scope of Liquidated Damages.**

**5.07.1** This paragraph applies to any Order that provides for payment of liquidated damages.

**5.07.2** 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.

## 6 LEGAL

**6.01 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.

**6.02 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.

**6.03 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.

**A. 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.

**B. 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:**

- o \$25,000 for new construction, alteration, installation, demolition or repair
- o \$15,000 for maintenance

**C. Who is eligible to register?**

Contractors must meet the following requirements to register:

- o Have workers' compensation coverage for any employees and only use subcontractors who are registered public works contractors.
- o Have a Contractors State License Board license if applicable to trade.
- o Have no delinquent unpaid wage or penalty assessments owed to any employee or enforcement agency.
- o Not be under federal or state debarment.
- o 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.

**D. 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.

**E. 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.

**F. 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.

- 6.04 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.
- 6.05 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.
- 6.06 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.



## 7 MISCELLANEOUS

- 7.01 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.
- 7.02 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.
- 7.03 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.
- 7.04 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.
- 7.05 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.
- 7.06 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.

**7.07** 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
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			

Attach pages as needed to describe additional sub-contractor information.

**7.08 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

**7.09 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:\_\_\_\_\_.

**7.10 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**

1. 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.
2. 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.
3. 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.
4. 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.
5. **[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.
6. Insurance policies in Appendix B shall contain an endorsement containing the following terms:
  - 6.01 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.
  - 6.02 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.
  - 6.03 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.

- 6.04** 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.
7. 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.
8. 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.
9. All Contractor work completed at the District requires an Insurance Certificate per the following sample with the District listed as the "Certificate Holder".

**ACORD** **CERTIFICATE OF LIABILITY INSURANCE** DATE: MM/DD/YYYY

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER INSURED	AGENT NAME: _____ PHONE: _____ (Area No. Call: _____) FAX: _____ E-MAIL: _____ ADDRESS: _____ INSURER(S): _____ NAME # _____ INSURER A: _____ INSURER B: _____ INSURER C: _____ INSURER D: _____ INSURER E: _____
---------------------	--

**COVERAGES** **CERTIFICATE NUMBER:** \_\_\_\_\_

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF A CERTIFICATE MAY BE ISSUED OR MAY PERTAIN THE INSURANCE AFFORDED EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY VARY FOR THE POLICY PERIOD RESPECT TO WHICH THIS SUBJECT TO ALL THE TERMS,

TYPE OF INSURANCE	INSURER	POLICY NUMBER	LIMITS
<b>GENERAL LIABILITY</b> <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GENERAL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROD. <input type="checkbox"/> LOC.			OCCURRENCE \$ _____ ADVERTISING \$ _____ PRODUCTS (Any one person) \$ _____ PERSONAL & ADV INJURY \$ _____ GENERAL AGGREGATE \$ _____ PRODUCTS - COMMERCIAL \$ _____
<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> Hired AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS			COMBINED SINGLE LIMIT \$ _____ BODILY INJURY (PERSON) \$ _____ BODILY INJURY (PROPERTY DAMAGE) \$ _____ PROPERTY DAMAGE (PERSONAL) \$ _____
<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> PLAN			BACKSUPPORT \$ _____ AGGREGATE \$ _____
<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/OFFICER/MEMBER EXCL. (Mandatory in NM) Term: _____ Description of: _____			INC. STAT. OTHER \$ _____ E.L. EACH ACCIDENT \$ _____ E.L. DISEASE - EMPLOYEE \$ _____ E.L. DISEASE - POLICY LIMIT \$ _____

DESCRIPTION OF OPERATIONS (i.e., Job #s, Additional Remarks Schedule, if more space is required)

---

<b>CERTIFICATE HOLDER</b>  Yuba Community College District 425 Plumas Blvd 2nd Floor Yuba City, CA 96991	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE: _____
--	---

SAMPLE

(End of Appendix B)

**APPENDIX C - SUPPLEMENT TO 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)** \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

2. 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;
3. 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.
4. 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.
5. 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.
6. 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.

- 7. 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.
- 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

*(End of Appendix C)*

Requisition# \_\_\_\_\_ G/L# \_\_\_\_\_

**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;

- 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 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.
- 3. 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.
- 4. 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.
- 5. Whenever Principal shall be and declared by District in default under the Agreement, Surety shall promptly remedy the default, or shall promptly:
  - 5.01 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



**Requisition#** \_\_\_\_\_ **G/L#** \_\_\_\_\_

under the Agreement including, without limitation, all obligations with respect to warranties, guarantees, indemnities, and the payment of liquidated damages; or

**5.02** 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.

- 6. 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.
- 7. 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.
- 8. Surety may join in any proceedings brought under the Agreement and shall be bound by any judgment.
- 9. 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

Requisition# \_\_\_\_\_

G/L# \_\_\_\_\_

**APPENDIX E. TO CONTRACTORS AGREEMENT FOR SERVICES**

**SUPPLEMENTAL CONDITIONS**

**Not Applicable on this Project**

Requisition# \_\_\_\_\_

G/L# \_\_\_\_\_

**APPENDIX F, Firm/Contractor Checklist**



**YUBA COMMUNITY COLLEGE DISTRICT**

**Maintenance & Operations**

**3301 East Onstott Road**

**Yuba City, CA 95991**

*District Director: Dave Willis (916) 747-4262*

*Email: [dwillis@yccd.edu](mailto:dwillis@yccd.edu)*

*Bryan Epp, Asst. Dir(Yuba College): (530) 740-1722*

*Email: [bepp@yccd.edu](mailto:bepp@yccd.edu)*

*Brian Splaine, Asst. Dir(Woodland C. College): (530) 812-5866*

*Email: [bspaine@yccd.edu](mailto:bspaine@yccd.edu);*

*Rachel Harvey, Secretary (530) 740-1715*

*Email: [rharvey@yccd.edu](mailto:rharvey@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**

<input type="checkbox"/> Agreement for Services Contract Completed & Signed	<input type="checkbox"/> CUPCCA List Form Completed - emailed or Included
<input type="checkbox"/> W-9 Form Completed and - emailed or included	<input type="checkbox"/> List Registration Number with Dept. of Industrial Relations
<input type="checkbox"/> Certificate of Liability Insurance - emailed (Certificate Holder Section Lists our name and address)	<input type="checkbox"/> DIR Project Number will be emailed if applicable
<input type="checkbox"/> Copy of California Contractor’s License	<input type="checkbox"/> 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:	
<b>Note:</b> Contact Rachel Harvey at <a href="mailto:rharvey@yccd.edu">rharvey@yccd.edu</a> or call (530) 740-1715 to get parking permit information.	

Revised 11/13/2023

Requisition# \_\_\_\_\_

G/L# \_\_\_\_\_

**APPENDIX "G: Addendum No. \_\_\_\_\_ [OPTIONAL]**

AFS # \_\_\_\_\_ Funding Source/GL code: \_\_\_\_\_ Req # \_\_\_\_\_

EXHIBIT "A"

Original \_\_\_\_\_  
Addendum \_\_\_\_\_

Contract between Yuba Community College District and \_\_\_\_\_  
\_\_\_\_\_, hereinafter called "Contractor".

I. Detailed description of services to be performed and work product to be delivered to District by Contractor: (reference and attach additional pages, if necessary)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

II. Amount and Method of Payment: (indicate lump sum payment or rate of pay; also include a list of tasks which must be completed prior to each progress payment and show the timeline for progress payments, if applicable)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

In any event, the total payment for services of contractor shall not exceed \$\_\_\_\_\_ and District shall have the right to withhold payment if District determines that the quantity or quality of the work performed is unacceptable.

*End of CAFS Agreement*

**SECTION 00 60 00**  
**PROJECT FORMS**

**PART 1 - GENERAL**

1.1 FORM OF AGREEMENT AND GENERAL CONDITIONS

A. The following form of Owner/Contractor Agreement and form of the General Conditions and Special Condition shall be used for Project:

1. See Section 00 52 00, "Agreement For Services", Including all appendices in that section

1.2 ADMINISTRATIVE FORMS

A. Administrative Forms: Administrative forms are specified in Divisions 00 and 01, General Requirements.

B. Information and Modification Forms:

1. Form for Requests for Information (RFIs): See Section 01 26 13, "Requests For Interpretation".

Form of Request for Proposal: AIA Document G709-2018 "Proposal Request", or approved equivalent.

Form website link:

<https://www.aiacontracts.org/contract-documents/6128712-proposal-request>

Alternative: RFI items can also be submitted in MS Word format.

2. Change Order Form: See Section 01 26 00, "Contract Modification Procedures".
3. Changes in the Approved Work shall be documented and approved by DSA as a DSA Form 140, "Application of Submittal of Post-Approval Document", CCD-A or CCD-B as required.
4. Substitution Request Form: See Section 01 25 00, "Substitution Procedures" and Section 01 25 00.10, "Substitution Request Form"

C. Payment Forms:

1. Schedule of Values Form: See Section 00 43 73, "Proposed Schedule of Values Form".
2. Payment Application: See Section 01 20 00, "Price and Payment Procedures".
3. Form of Contractor's Affidavit: AIA Document G706-1994 "Contractor's Affidavit of Payment of Debts and Claim", or approved equivalent.

Form website link:

<https://www.aiacontracts.org/contract-documents/18931-contractors-affidavit-of-payment>

4. Form of Affidavit of Release of Liens: AIA Document G706A-1994 "Contractor's Affidavit of Payment of Release of Liens", or approved equivalent.

Form website link:

<https://www.aiacontracts.org/contract-documents/18936-contractors-affidavit-of-release-of-liens>

5. Form of Consent of Surety: AIA Document G707-1994 "Consent of Surety to Final Payment", or approved equivalent.

Form website link:

<https://www.aiacontracts.org/contract-documents/18941-consent-of-surety-to-final-payment>

## **PART 2 - PRODUCTS**

2.1 NOT USED

## **PART 3 - EXECUTION**

3.1 NOT USED

**END OF SECTION**

**SECTION 00 61 00**

**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 Yuba Community College District (“the Obligee”) for payment of the penal sum hereof in lawful money of the United States, as more particularly set forth herein.

**THE CONDITION OF THIS OBLIGATION IS SUCH THAT:**

WHEREAS, the Principal has submitted the accompanying Bid Proposal to the Obligee for the Work commonly described as the YCCD Sutter County Center, District Offices “Minimized” Remodel.

WHEREAS, subject to the terms of this Bond, the Surety and the Principal are jointly and severally firmly bound unto the Obligee in the penal sum equal to Ten Percent (10%) of the maximum amount of the Bid Proposal submitted by the Principal to the Obligee, inclusive of amounts proposed for Alternate Bid Items, if any.

NOW THEREFORE, if the Principal shall not withdraw said Bid Proposal within the period specified therein after the opening of the same, or, if no period be specified, for **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) calendar days** after the prescribed forms are presented to him for signature, enter into a written contract with the Obligee, in accordance with the Bid Proposal as accepted and give such bond(s) with good and sufficient surety or sureties, as may be required, for the faithful performance and proper fulfillment of such Contract and for the payment for labor and materials used for the performance of the Contract, or in the event of the withdrawal of said Bid Proposal within the period specified for the holding open of the Bid Proposal or the failure of the Principal to enter into such Contract and give such bonds within the time specified, if the Principal shall pay the Obligee the difference between the amount specified in said Bid Proposal and the amount for which the Obligee may procure the required Work and/or supplies, if the latter amount be in excess of the former, together with all costs incurred by the Obligee in again calling for Bids, 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 there under, 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 Obligee, the Surety and Principal shall be jointly and severally liable for payment to the Obligee all costs, expenses and fees incurred

**[CONTINUED NEXT PAGE]**

by the Obligee in connection therewith, including without limitation, attorneys' fees.

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

\_\_\_\_\_  
**(Bidder-Principal Name)**

By: \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Typed or Printed Name)

Title: \_\_\_\_\_

**(Attach Notary Public Acknowledgement of Principal's Signature)**

\_\_\_\_\_  
**(Surety Name)**

By: \_\_\_\_\_  
(Signature of Attorney-In-Fact for Surety)

\_\_\_\_\_  
(Typed or Printed Name of Attorney-In-Fact)

**(Attach: (i) Attorney-In-Fact Certification; (ii) Notary Public Acknowledgment of Authorizing Signature on Attorney-Fact Certification; and (iii) Notary Public Acknowledgement of Attorney-In-Fact's Signature)**

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

\_\_\_\_\_  
(Contact Name)

\_\_\_\_\_  
(Street Address)

\_\_\_\_\_  
(City, State & Zip Code)

(\_\_\_\_\_) \_\_\_\_\_ (\_\_\_\_\_) \_\_\_\_\_  
Telephone Fax

\_\_\_\_\_  
(Email address)

**END OF SECTION**



**CERTIFICATION OF CERTIFIED PAYROLL RECORDS SUBMITTAL  
TO LABOR COMMISSION**

I am the \_\_\_\_\_ for \_\_\_\_\_ in connection with  
(Superintendent/Project Manager) (Contractor)

\_\_\_\_\_. This Certification is submitted to Yuba Community College District concurrently with the Contractor’s submittal of an Application for Progress Payment to the District, identified as Application For Progress Payment No. \_\_\_\_\_ (“the Pay Application”).

1. The Pay Application requests the District’s disbursement of a Progress Payment covering Work performed for the period between \_\_\_\_\_, 20\_\_ and \_\_\_\_\_, 20\_\_.
2. The Contractor has submitted Certified Payroll Records (“CPR”) to the (Department of Industrial Relations – DIR) Labor Commissioner for all employees of the Contractor engaged in performance of Work subject to prevailing wage rate requirements for the period of time covered by the Pay Application.
3. All Subcontractors who are entitled to any portion of payment to be disbursed pursuant to the Pay Application have submitted their CPRs to the Labor Commissioner for all of their employees performing Work subject to prevailing wage rate requirements for the period of time covered by the Pay Application.
4. I have reviewed the Contractor’s CPRs submitted to the Labor Commissioner; the CPRs submitted to the Labor Commissioner by the Contractor are complete and accurate for the period of time covered by the Pay Application.
5. I have reviewed the Subcontractors’ CPRs submitted to the Labor Commissioner; the CPRs submitted to the Labor Commissioner by the Subcontractors are complete and accurate for the period of time covered by the Pay Application.

I declare under penalty of perjury under California law that the foregoing is true and correct. I executed this Certification on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_ at

\_\_\_\_\_  
(City and State)

By: \_\_\_\_\_

\_\_\_\_\_  
(Typed or Printed Name)

**END OF SECTION**

## SECTION 00 65 36

### GUARANTEE

**Project: YCCD Sutter County Center, District Offices “Minimized” Remodel**

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 two (2) years 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 thirty (30) days after being notified in writing by the District 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 fifteen (15) 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 warranty(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 warranty(ies) or any guarantee(s) or warranty(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 warranty 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.

**Contractor**

\_\_\_\_\_  
(Contractor Name)

\_\_\_\_\_  
(Signature of Contractor's Authorized Employee, Officer  
Or Representative)

\_\_\_\_\_  
(Printed Name and Title)

\_\_\_\_\_  
(Date)

Date: \_\_\_\_\_ Signed \_\_\_\_\_  
Subcontractor/Supplier

Local Representative to be contacted for services:

Name: \_\_\_\_\_ Phone No. \_\_\_\_\_

Address: \_\_\_\_\_

**END OF SECTION**

**SECTION 00 65 37**  
**CONTRACTOR CERTIFICATION OF SUBCONTRACTOR CLAIM**

**TO: Yuba Community College District (“DISTRICT”)**

**RE: YCCD Sutter County Center, District Offices “Minimized” Remodel  
Subcontractor Claim**

This Contractor Certification of Subcontractor Claim is submitted to the District by the contractor (“Contractor”) relating to the **Sutter County Center, District Offices “Minimized” Remodel** on behalf of the Subcontractor identified below.

1. I am the \_\_\_\_\_ of the Contractor in connection with the above-described Project.
2. \_\_\_\_\_ is a Subcontractor to the Contractor for the above-identified Project. The Subcontractor has submitted the accompanying Subcontractor Claim to the Contractor for presentation to the District pursuant to Public Contract Code §9204.
3. I have personally reviewed the entirety of the Subcontractor Claim and all substantiating documentation in support of the Subcontractor Claim.
4. The Subcontractor Claim is made by the Subcontractor in good faith.
5. The Subcontractor Claim is supported by reasonable documentation establishing entitlement to the relief requested and District liability therefor.
6. The Subcontractor Claim does not incorporate any request constituting a False Claim under applicable law, including the California False Claim Act (Government Code §§12650 et. seq.).
7. I am authorized: (i) to execute this Certification on behalf of the Contractor; and (ii) to submit this Certification and the accompanying Subcontractor Claim to the District.
8. I have personal first-hand knowledge of all of the foregoing.

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

Executed at \_\_\_\_\_, California, on \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
(Title)

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**END OF SECTION 00 65 37**