



SISKIYOU JOINT COMMUNITY COLLEGE DISTRICT

800 College Ave, Weed, CA 96094

College of the Siskiyous Beach Volleyball Sand Courts Construction Project

CUPCCA Informal Bidding

Due: March 14th 2025 @ 2:00 P.M.

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UNIFORM CONSTRUCTION COST ACCOUNTING ACT
INFORMAL BIDS
PUBLIC CONTRACT CODE §22034

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**NOTICE TO CONTRACTORS CALLING FOR BIDS
SISKIYOU JOINT COMMUNITY COLLEGE DISTRICT
NOTICE OF INFORMAL BIDDING AND BIDDING INSTRUCTIONS**

Issue Date: February 12, 2025

DISTRICT	SISKIYOU JOINT COMMUNITY COLLEGE DISTRICT
PROJECT DESCRIPTION	Beach Volleyball Sand Courts Construction Project
LATEST TIME/DATE FOR QUESTIONS SUBMISSION OF BID PROPOSALS	March 10th 2025 1:00 p.m. March 14th 2025 2:00 p.m.
LOCATION FOR SUBMISSION OF BID PROPOSALS	SISKIYOU JOINT COMMUNITY COLLEGE DISTRICT Facilities Planning and Management Office
LOCATION FOR OBTAINING BID AND CONTRACT DOCUMENTS	SISKIYOU JOINT COMMUNITY COLLEGE DISTRICT Facilities Planning and Management Office (FPM) Veronica Rivera, Director of Facilities & Maintenance 800 College Ave Weed, California 96094 530-938-5345 vrivera@siskyou.edu
Mandatory Job Walk	College of the Siskiyous Facilities Planning and Management Office, 800 College Ave, Building #13, Weed, CA 96094 Thursday, February 27 beginning at 11 a.m.

**TO ALL QUALIFIED BIDDERS FOR 2025
PROJECT:**

PLEASE TAKE NOTICE, that the District will accept Bid Proposals under the District's Informal Bidding Procedures (Public Contract Code §22030 et seq.), for the Work of a Project described as **College of the Siskiyous Beach Volleyball Sand Courts Project**

1. Project Information. The Project is generally described as: Construction. Additional information regarding the Project, including Drawings, Specifications and/or other Project requirements is available at: 800 College Ave, Weed CA. Building 13 Facilities Planning and Management Office.
2. Qualified Bidders. Bid Proposals will only be accepted from Bidders who have previously completed the District's Informal Bidding Qualified Bidders Application and deemed by the District to be a Qualified Bidder for the classification of Contractors' License required for the Project. A Bid Proposal submitted by a Bidder who has not submitted the Informal Bidding Qualified Bidders Application and deemed by the District to be a Qualified Bidder for the classification of Contractors' License required for the Project will be rejected for non-responsiveness.
3. Submittal of Bid Proposals. Bid Proposals for the Work must be submitted in sealed envelopes, with the Bidder's name and the Project prominently identified on the cover of such envelope to the District as set

forth above. Bid Proposals must be received by District at the above-described location no later the date/time set forth above. Bid Proposals submitted thereafter will be rejected for non-responsiveness. Timely submitted Bid Proposals will be opened as soon thereafter as practicable.

4. Job-Walk. The District will conduct a Job Walk at the date/time/location set forth above. If the Job Walk is noted as a Mandatory Job Walk, the Bid Proposal submitted by a Bidder whose representative(s) did not attend the entirety of the Mandatory Job Walk will be rejected by the District as being non-responsive. Bidders will be required to sign in and sign out of a Mandatory Job Walk.
5. Documents Accompanying Bid Proposal. The following must be submitted with the Bid Proposal; failure to submit all of the following will result in rejection of the Bid Proposal for non-responsiveness:
 - Subcontractors List (00 43 13)
 - Qualifications Statement (0045 13)
 - Non-Collusion Affidavit (00 45 19)
 - Bid Security of not less than ten percent (10%) of the price proposed in the Bid Proposal in the form of cash, cashier's check payable to the District or a Bid Bond in the form and content included with the Contract Documents (00 61 00)
 - Certificate of Workers Compensation Insurance (00 45 26)
 - Drug-Free Workplace Certification (00 45 27).
6. Contractors' License. Pursuant to California Public Contract Code §3300, the District requires that Bidders possess the following classification(s) of California Contractors License at the time the Bid Proposal is submitted: **Class B** The Bid Proposal of a Bidder who does not possess a valid and in good standing Contractors' License in the classification(s) set forth herein will be rejected for non-responsiveness. Any Bidder not so duly and properly licensed shall also be subject to all penalties imposed by law. No payment shall be made for work, labor, materials or services provided under the Contract for the Work unless and until the Registrar of Contractors verifies to the District that the Bidder awarded the Contract is properly licensed to perform the Work.
7. Bidder and Subcontractors DIR Registered Contractor Status. Bidders must be a DIR Registered Contractor when submitting a Bid Proposal. The Bid Proposal of a Bidder who is not a DIR Registered Contractor when the Bid Proposal is submitted will be rejected for non-responsiveness. All Subcontractors identified in a Bidder's Subcontractors' List must be DIR Registered contractors at the time the Bid Proposal is submitted.
8. Prevailing Wage Rates. Pursuant to California Labor Code §1773, the Department of Industrial Relations has determined the generally prevailing rates of wages in the locality in which the Work is performed. These determinations, entitled "PREVAILING WAGE SCALE" may be viewed and obtained by accessing <http://www.dir.ca.gov/diratabases.html>. The Contractor awarded the Contract for the Work shall post a copy of all applicable prevailing wage rates for the Work at conspicuous locations at the Site. The Contractor and all Subcontractors shall pay not less than the applicable prevailing wage rate for the classification of labor provide by their respective workers. During the Work and pursuant to Labor Code §1771.4(a)(4), the Department of Industrial Relations shall monitor compliance with prevailing wage rate requirements and enforce the Contractor's prevailing wage rate obligations.
9. Performance Bond; Labor and Materials Payment Bond. The Bidder awarded the Contract for the Work shall obtain a Performance Bond and a Labor and Materials Payment Bond, each in a penal sum equal to one hundred percent (100%) of the Contract Price of the Contract awarded in the form and content included with the Contract Documents for the Project.
10. Alternate Bid Items. If Alternate Bid Items are included in the bidding process, Bidders must propose a price for each Alternate Bid Item; failure of a Bidder to propose pricing for any Alternate Bid Item established by the District will result in rejection of the Bidder's Bid Proposal for non-responsiveness. The District's

selection of Alternate Bid Items for determination of the lowest priced Bid Proposal will be by the blind bidder process.

11. Contract Time. The date(s) for achieving Substantial Completion of the Work shall be as set forth in the Contract. Failure to achieve Substantial Completion of the Work within the Contract Time established in the Agreement shall subject the Contractor to assessment of Liquidated Damages.
12. No Withdrawal of Bid Proposals. All Bidders shall guarantee prices quoted in their respective Bid Proposals for forty-five (45) days after the date of the opening of Bid Proposals.
13. Award of Contract. The Contract for the Work, if awarded, will be to the responsible Bidder submitting the lowest priced responsive Bid Proposal. The District reserves the right to reject any or all Bid Proposals or to waive any irregularities or informalities in any Bid Proposal or in the bidding. The District's Director, Facilities Planning and Management will take action to award the Contract. Bidders will be notified in writing by the District of the Bidder to whom the District has awarded the Contract.
14. Rejection of Bid Proposals; Waiver of Minor Irregularities. The District expressly reserves the right to reject all Bid Proposals. The District further reserves the right to waive minor irregularities in the bidding process or in Bid Proposals submitted in response hereto.

END OF SECTION

BID PROPOSAL**PROJECT: College of the Siskiyou Beach Volleyball Sand Courts Project (“the Work”)**

Bidder Name	<hr/>	
Bidder Representative(s)	<hr/>	
	Name and Title <hr/>	
Bidder Representative(s) Contact Information	Email <hr/>	(____) _____ Telephone <hr/>
	<hr/>	(____) _____ Fax
	<hr/>	
Bidder Mailing Address	<hr/>	
	Address <hr/>	
	City/State/Zip Code <hr/>	
California Contractors' License	<hr/>	
	Number <hr/>	
	Classification and Expiration Date <hr/>	

1. Bid Proposal.

1.1. Bid Proposal Amount. The undersigned Bidder proposes to furnish all labor, materials, tools, equipment and services necessary to complete in accordance with the Contract Documents for the above-described Work, for the sum of: _____ Dollars (\$_____). The Bidder confirms that it has checked all of the above figures and understands that neither the District nor any of its agents, employees or representatives shall be responsible for any errors or omissions in this Bid Proposal.

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

(List Addenda)

(Initials of Bidder's Representative)

1.3. Alternate Bid Items. If the bidding includes Alternate Bid Items, the Bidder's price proposal(s) for Alternate Bid Items is/are set forth in the form of Alternate Bid Item Proposal attached to this Bid Proposal. Price proposal(s) for Alternate Bid Item(s) will not form the basis for the District's award of the Contract unless an Alternate Bid Item is incorporated into the scope of Work of the Contract awarded.

2. Documents Accompanying Bid Proposal. The Bidder has submitted with this Bid Proposal the following: (i) Subcontractors List; (ii) Qualifications Statement; (iii) Non-Collusion Affidavit; (iv) Bid Security; (v) Certificate of Workers Compensation Insurance; and (vi) Drug-Free Workplace Certification. The Bidder acknowledges that if this Bid Proposal and the foregoing documents are not fully in compliance with applicable

requirements set forth in the Call for Bids, the Instructions for Bidders and in each of the foregoing documents, the Bid Proposal may be rejected for non-responsiveness.

3. Award of Contract. Within five (5) days after notification of award of the Contract, the Bidder awarded the Contract shall execute and deliver to the District the Contract in the form attached hereto along with: (i) Certificates of Insurance evidencing all insurance coverages required under the Contract Documents; (ii) the Performance Bond; (iii) the Labor and Material Payment Bond; (iv) the Certificate of Workers' Compensation Insurance; and (v) the Drug-Free Workplace Certificate. Failure of the Bidder awarded the Contract to strictly comply with the preceding may result in the District's recession of the award of the Contract and/or forfeiture of the Bidder's Bid Security. In such event, the District may, in its sole and exclusive discretion elect to award the Contract to the responsible Bidder submitting the next lowest priced Bid Proposal, or to reject all Bid Proposals.
4. Contractors' License. The Bidder certifies that: (i) it is duly licensed, in the necessary class(es), for performing the Work of the Contract Documents, as designated by the District; (ii) that such license shall be in full force and effect throughout the duration of the performance of the Work under the Contract Documents; and (iii) that all Subcontractors providing or performing any portion of the Work are and shall remain properly licensed to perform or provide such portion of the Work.
5. Acknowledgment and Confirmation. The undersigned Bidder acknowledges its receipt, review and understanding of the Drawings, the Specifications and other Contract Documents pertaining to the proposed Work. By submitting this Bid Proposal, the undersigned Bidder certifies that the Contract Documents are, in its opinion, adequate, feasible, accurate and complete for the Bidder to complete the Work in a workmanlike manner within the Contract Time and for the price proposed herein. The undersigned Bidder warrants and represents to the District that it has, or has available, all necessary equipment, personnel, materials, facilities and technical and financial ability to complete the Work for the amount bid herein, within the Contract Time and in accordance with the Contract Documents.

Dated: _____

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

(Typed or Printed Name)

Title: _____

ALTERNATE BID ITEMS PROPOSAL

Bidder Name: _____

Project: **College of the Siskiyou Beach Volleyball Sand Courts Project**

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

Alternate Bid Item No. 1.

Check one of the following and indicate the additive or deductive proposed price for the foregoing Alternate Bid Item.

Add _____ Dollars (\$) to Base Bid
Proposal Amount.

Deduct _____ Dollars (\$) from Base Bid
Proposal Amount.

Dated: _____

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

(Typed or Printed Name)

Title: _____

SUBCONTRACTORS LIST

Project **College of the Siskiyou Beach Volleyball Sand Courts Project**

Name of Bidder: _____

Authorized Signature: _____

(A) Licensed Name of Subcontractor	(B) Subcontractor Office, Mill or Shop Address	(C) Subcontractor Trade or Portion of Work	(D) Subcontractor Contractors' License No.	(E) Subcontractor DIR Registration No.

[Duplicate this page as necessary to list additional Subcontractors]

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QUALIFICATIONS STATEMENT

Each Bidder must complete and submit this Qualifications Statement with the Bidder’s Bid Proposal. The Qualifications Statement must be executed under penalty of perjury by an authorized employee or officer of the Bidder. All portions of the Qualifications Statement must be completed failure to do so will render the Bid Proposal non-responsive and rejected. If a Bidder’s response to any Essential Requirement results in a “Not Qualified” response, the Bid Proposal of such a Bidder will be rejected for failure of the Bidder to meet Essential Requirements for the Project.

1. Insurance and Bonding.

<p>Commercial General Liability Insurance</p>	<p>Insurer: _____</p> <p>Policy No.: _____</p> <p>Broker: _____</p> <p>Coverage Limits:</p> <p>Per Occurrence: _____ Dollars (\$ _____)</p> <p>Aggregate: _____ Dollars (\$ _____)</p>
<p>Bid, Performance and Labor & Materials Payment Bond</p>	<p>Surety: _____</p> <p>Surety Broker: _____</p> <p>_____ (Surety Broker Contact Name)</p> <p>_____ (Street Address)</p> <p>_____ (City, State & Zip Code)</p> <p>(_____) _____ (_____) _____ Telephone Fax</p> <p>_____ (Email address)</p> <p>Bonding Capacity:</p> <p>Maximum Per Project: _____ Dollars (\$ _____)</p> <p>Maximum All Projects _____ Dollars (\$ _____)</p>
<p>Workers Compensation Insurance</p>	<p>Insurer: _____</p> <p>Policy No. _____</p> <p>Broker: _____</p> <p>Current EMR _____</p>

2. Essential Requirements. A Bidder will not be deemed qualified and if the response to any of the following results in a “not qualified” response; the Bid Proposal of such a Bidder will be rejected for failure of the Bidder to meet Essential Requirements for the Project.

2.1 Bidder possesses a valid and currently in good standing California Contractors’ license of the trade category(ies) for the Project as set forth in the Notice of Informal Bidding.

Yes No (Not Qualified)

2.2 Bidder has a current commercial general liability insurance policy with coverage limits which meet or exceed the policy limits required for the Project.

Yes No (Not Qualified)

2.3 Bidder has a current workers’ compensation insurance policy as required by the Labor Code or is legally self-insured pursuant to Labor Code §3700.

Yes No (Not Qualified)

Bidder is exempt from this requirement, because it has no employees

2.4 The Bidder’s current per project bonding capacity is at least Three Hundred Thousand Dollars (\$300,000). at least Seven Hundred Thousand Five Hundred Dollars (\$750,000) for all projects.

Yes No (Not Qualified)

2.5 The Bidder’s current aggregate bonding capacity for all projects is at least Seven Hundred Thousand Five Hundred Dollars (\$750,000)

_____ Yes _____ No (Not Qualified)

2.6 Bidder is ineligible or debarred from submitting bid proposals for public works projects or public works contracts pursuant Labor Code §1777.1 or Labor Code §1777.7?

Yes (Not Qualified) No

2.7 Within the past five (5) years a public agency has determined that the Bidder, or any predecessor to the Bidder, is not a “responsible” bidder for a public works project or a public works contract?

Yes (Not Qualified) No

2.8 During the past five (5) years, the Bidder or any predecessor to the Bidder, or any of the equity owners of the Bidder been convicted of a federal or state crime involving fraud, theft, or any other act of dishonesty.

Yes (Not Qualified) No

2.9 During the past five (5) years a Surety has completed any project or the Bidder’s obligations under a construction contract.

Yes (Not Qualified) No

2.10 During the past five (5) years the Bidder been declared in default under a construction contract to which the Bidder was a party.

Yes (Not Qualified) No

2.11 The Bidder’s Worker’s Compensation Insurance prior five (5) year average Experience Modification Rating (“EMR”) rating over the past five (5) years is more than 1.5.

Yes (Not Qualified) No

2.12 The Bidder’s Worker’s Compensation Insurance current average Experience Modification Rating (“EMR”) rating is more than 1.5.

Yes (Not Qualified) No

2.13 CAL OSHA or OSHA has cited and assessed penalties against the Bidder for “serious,” “willful” or “repeat” violations of its safety or health regulations in the past five (5) years?

Yes (Not Qualified) No

3. Accuracy and Authority. The undersigned is duly authorized to execute this Qualifications Statement under penalty of perjury on behalf of the above-identified Bidder. The undersigned warrants and represents that he/she has personal knowledge of each of the responses to this Qualifications Statement and/or that he/she has conducted all necessary and appropriate inquiries to determine the truth, completeness and accuracy of responses to this Qualifications Statement. The undersigned declares and certifies that the responses to this Qualifications Statement are complete and accurate; there are no omissions of material fact or information that render any response to be false or misleading and there are no misstatements of fact in any of the responses. The above-identified Bidder acknowledges and agrees that if the District determines that any response herein is false or misleading or contains misstatements of fact so as to be false or misleading, the Bidder may be denied pre-qualification status.

Executed this ___ day of _____ 20__ at _____.
(City and State)

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

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

(Typed or Printed Name)

Title: _____

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NON-COLLUSION AFFIDAVIT

STATE OF CALIFORNIA)
COUNTY OF _____)

PROJECT: **College of the Siskiyou Beach Volleyball Sand Courts Project**

I, _____, being first duly sworn, deposes and says that I am the
(Typed or Printed Name)
_____ of _____, (“the Bidder”) the party
(Title) (Bidder Name)
submitting a Bid Proposal for the above-identified Project. In connection with the 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 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)

Title: _____

CERTIFICATE OF WORKERS' COMPENSATION INSURANCE

I, _____ the _____ of
(Name) (Title)
_____, declare state and certify that:
(Contractor Name)

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.”

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.

I am authorized to execute this Certificate of Workers Compensation Insurance on behalf of the above-identified Contractor.

Dated: _____

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

(Name Printed or Typed)

Title: _____

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DRUG-FREE WORKPLACE CERTIFICATION

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

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

I am aware of the provisions and requirements of California Government Code §§8350 et seq., the Drug Free Workplace Act of 1990.

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:

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. 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; (ii) the availability of drug counseling, rehabilitation and employee-assistance programs; and (iii) the penalties that may be imposed upon employees for drug abuse violations.
3. Requiring that each employee engaged in the performance of the Contract be given a copy of the statement required 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.
4. 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.
5. 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.
6. Contractor and I acknowledge that Contractor and I are aware of the provisions of California Government Code §§8350, et seq. and hereby certify that Contractor and I will adhere to, fulfill, satisfy and discharge all provisions of and obligations under the Drug-Free Workplace Act of 1990.

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

(City and State)

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

(Typed or Printed Name)

Title: _____

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CONTRACT FOR LABOR AND MATERIALS

THIS CONTRACT FOR LABOR AND MATERIALS ("Contract") is entered into February 12, 2025 in the City of Weed, County of Siskiyou, State of California, through July 31, 2025 by and between SISKIYOU JOINT COMMUNITY COLLEGE DISTRICT, a California community college district ("District") and [REDACTED] ("Contractor").

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

The Work. Within the Contract Time and for the Contract Price, subject to adjustments thereto pursuant to the Contract Documents, the Contractor shall perform and provide all necessary labor, materials, tools, equipment, utilities, services and transportation to complete in a workmanlike manner all of the Work required in connection with the work of improvement commonly referred to as. The Work includes **College of the Siskiyous Beach Volleyball Sand Courts Project**

1. the following Alternate Bid Items: None. The Contractor shall complete all Work covered by the Contract Documents, including without limitation, the Drawings and Specifications prepared by the Architect and other Contract Documents enumerated in Paragraph 7 below, along with all modifications and addenda thereto issued in accordance with the Contract Documents.
2. **Contract Time.** The Work shall be commenced on May 1, 2025 and completed on July 31, 2025 as stated in the District's Notice to Proceed.
3. **Compensation to Contractor.**
 - 3.1. **Contract Price.** The District shall pay the Contractor as full consideration for the Contractor's full, complete and faithful performance of the Contractor's obligations under the contract Documents, subject to adjustments of the Contract Price in accordance with the Contract Documents, the Contract Price of (Inset contract price in text) Dollars (\$ [REDACTED]). The Contract Price is based upon the Contractor's Base Bid Proposal for the Work and the following Alternate Bid Items, if any: .
 - 3.2. **Progress Payment Retention.** If the Contract Price is subject to payment by the District's disbursement of Progress Payments pursuant to Paragraph 9 of the Contract Terms and Conditions, five percent (5%) of each Progress Payment will be withheld by the District as Retention. Retention will be disbursed by the District as part of the Final Payment.
 - 3.3. **Mark-Up for Changed Work.** Adjustments to the Contract Price for authorized Changes shall be limited to the actual costs of labor and materials necessary to complete the Change plus a mark-up of Fifteen Percent (15%) of the actual costs of labor and materials; it being agreed that the foregoing mark-up represents all compensation due the Contractor for profit, general administrative and overhead costs, supervision, bond/insurance and impacts of an authorized Change.
4. **Liquidated Damages.** The Contractor shall be subject to assessment and withholding of Liquidated Damages for actual assessment of damages incurred if the Contractor fails to achieve Final Completion of the Work by July 31, 2025. The Contractor and the Performance Bond Surety are liable to the District for any assessment of Liquidated Damages, which exceeds the then remaining balance of the Contract Price. The per diem rate of Liquidated Damages for delayed Final Completion of each Component of Work is approximated to be \$500 per calendar day.
5. **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 performance and discharge

of the Contractor’s obligations hereunder, including without limitation, the Contractor’s Liquidated Damages and warranty obligations.

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

7. Insurance. The Contractor and each Subcontractor shall obtain and maintain insurance coverages required by the Contract; the minimum coverage limits for each policy of insurance of the Contractor and Subcontractor shall be as set forth below.

7.1. Insurance Requirements for Contractor. The minimum coverage limits for each policy of insurance of the Contractor shall be as follows:

Contractor Insurance	
Policy of Insurance	Minimum Coverage Limit
Workers’ Compensation Insurance	In accordance with Laws
Employer’s Liability Insurance	One Million Dollars (\$1,000,000)
Commercial General Liability and Property Insurance	One Million Dollars (\$1,000,000)
	Aggregate: Two Million (\$2,000,000)
Automobile Liability Insurance (combined single limit)	One Million Dollars (\$1,000,000)

7.2. Insurance Requirements for Subcontractors. The minimum coverage amounts for each policy of insurance to be obtained and maintained by each Subcontractor shall be as follows:

Subcontractors’ Insurance	
Policy of Insurance	Minimum Coverage Limit
Workers’ Compensation Insurance	In accordance with Laws
Employer’s Liability Insurance	One Million Dollars (\$1,000,000)
Commercial General Liability and Property Insurance	Per occurrence: One Million Dollars (\$1,000,000)
	Aggregate: Two Million Dollars (\$2,000,000)
Automobile Liability Insurance (combined single limit)	One Million Dollars (\$1,000,000)

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

- a. Notice Calling for Bids and Bid Instructions
- b. Bid Proposal
- c. Subcontractors List
- d. Qualifications Statement
- e. Non-Collusion Affidavit
- f. Certificate of Workers Compensation Insurance

- g. Drug Free Workplace Certification
- h. Contract; Terms and Conditions of Contract
- i. Performance Bond
- j. Labor and Materials Payment Bond

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

If to the District:
 SISKIYOU JOING COMMUNITY COLLEGE
 DISTRICT
 Facilities Planning and Management Office
 Veronica Rivera, Director of Facilities &
 Maintenance
 800 College Ave
 Weed, California 96094

If to the Contractor:

10. District Representative. The District Representative is the District’s Director, Facilities, Management and Planning or his/her designee.

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

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

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

“DISTRICT”
Siskiyou Joint Community College District

By: _____
 Melissa Ericsson
 Title: Vice President of Administrative Services

“CONTRACTOR”
[Contractor Name]

By: _____

 (Name Printed or Typed)
 Title: _____

TERMS AND CONDITIONS OF CONTRACT FOR LABOR AND MATERIALS

1. **Labor and Materials.** The Contractor shall furnish and pay for all labor, materials, equipment and services necessary to complete the Work in accordance with the Contract Documents. Unless otherwise expressly provided for in the Contract Documents, all materials, equipment and other items incorporated into the Work shall be new and of the most suitable grade and quality for the purpose intended. The Work is subject to tests/inspections as required by the Contract Documents. The Contractor shall afford the District, the Project Inspector, the Architect and test/inspection services with access to the Work, wherever located and whether in place or in progress. All of the Work shall conform with the requirements of the Contract Documents and applicable laws, ordinances, rules and regulations.
2. **Work Schedule.** The Work shall be performed at such times and places as directed by and subject to the approval of the authorized District representative indicated. The Contractor shall adjust work schedule to accommodate District Operations.
3. **Document Conflict.** In case of any conflict between the plans and specifications (if any) and/or actual site conditions, work shall immediately cease until the conflict is resolved by a District representative. In case of conflict between the Contract and any attachments hereto, the Contract shall prevail.
4. **Workers.** Contractor shall at all times enforce strict discipline and good order among its employees and shall not employ any unfit person or anyone not fully skilled in work assigned to them. Any person in the employ of the Contractor whom the District may deem incompetent or unfit shall be dismissed from Work under the Contract and shall not again be assigned to it except with written consent of the District.
5. **Standard for Performance.** Work herein described shall be executed in strict accordance with the Contract in the most sound, workmanlike, and substantial manner. Work performed by Contractor under this Contract shall be conducted in a manner consistent with that level of care and skill ordinarily exercised by reputable members of the same profession currently practicing in the same locality under similar conditions. If any of its completed products, installations, or services fails to conform to the above professional standard, Contractor will, at its own expense, perform all necessary services to correct such defects or arrange the necessary repairs.
6. **District Property Damage.** In the event damage (including damage to subsurface utilities or irrigation systems) occurs as a direct result of Contractor's operations, Contractor will, at its own expense, immediately make all necessary repairs and replacements to the approval of the District
7. **Clean-Up.** During the course of Work, Contractor shall remove waste materials and debris from the site recurrently as is necessary to maintain the premises in a clean and orderly condition. Upon completion of the Work under this Contract, Contractor shall remove from the site all temporary structures, debris and waste incident to its operations and clean all surfaces, fixtures, equipment, etc. relative to the performance of this contract.
8. **Protection for Work and Property.** The Contractor shall erect and properly maintain at all times, as required by conditions and progress of work, all necessary safeguards, fencing, signs, barriers, lights and watchers for protection of workers and the public and shall post appropriate signs warning against hazards created by such features in the course of the Work. In an emergency affecting life and safety of life, or of the Work, or of adjoining property, Contractor, without special instruction or authorization from District, is hereby permitted to act, at its discretion, to prevent such threatened loss of injury. Contract shall effectively secure the Work in place or in progress, including materials and equipment to prevent theft, loss or damage, and assume full responsibility for the condition thereof until final acceptance by the District.
9. **Submittals.** The Contractor shall submit to the District Representative or the Architect, as designated in the Contract Documents, electronic shop drawings, product data and other submittals (collectively "Submittals") required by the Contract Documents promptly and in an orderly sequence while allowing sufficient time for review and comment. No portion of the Work requiring Submittals shall be performed until the required Submittals have been reviewed and accepted.
10. **Construction Schedule.** If required by the Contract Documents, the Contractor shall prepare an electronic Construction Schedule. The Construction Schedule shall reflect all activities necessary to complete the Work and shall be in such detail as required by the Contract Documents. If a schedule is required, the Contractor shall update the schedule monthly or more frequently as directed by the District or required by the circumstances of the Work.
11. **Changes.**
 - 11.1 **Changes to the Work.** The District may, by written order, make Changes to the Work, issue additional instructions and to add to or delete from the Work. No Change may be made without the prior written approval and direction of the District. Adjustments of the Contract Price or the Contract Time on account of a Change authorized hereunder will only be made by written Change Order duly executed by the Contractor and the District Representative. **Adjustments to the Contract Price for authorized Changes shall be limited to the actual costs of labor and materials necessary to complete the Change plus a mark-up of a not to exceed amount of fifteen percent (15%) of the actual costs of labor and materials. The breakdown of the mark-up is as follows: 10% to the Contractor or the Subcontractor of any tier for Work performed with their respective forces or materials purchased; 5% to the Contractor on Work performed by other than his forces.** It being agreed that the mark-up represents all compensation due the Contractor for profit, overhead/administrative costs and impacts of an authorized Change. This includes but is not limited to performance bond, public liability insurance, job site office expenses, normal hand tools, incidental job supervision, field supervision, company benefits, and general office overhead. Changes approved by the District shall be reduced to Change Order in the form established by the District.
 - 11.2 **Substitutions.** No substitution of any specified item, product, material or system ("Specified Items") will be considered unless the Contractor submits a request to substitute Specified Items along with data substantiating the equivalency of the proposed substitution with the Specified Items not more than thirty-five (35) days after the date of award of the Contract to the Contractor. The Contractor shall reimburse the District for all costs and expenses incurred by the District to review a proposed substitution for Specified Items. The District's acceptance or rejection of a proposed substitution shall be final. No substitution accepted by the District shall increase the Contract Price or the Contract Time; provided, however, if the cost to furnish/install an approved substitution of is less than the specified Item, the Contract Price shall be reduced by such cost difference. If any Specified Items are identified in any portion of the Contract Documents as "District Standard Materials/Equipment" "match existing in use" or similar words/phrases, in accordance with Public Contract Code §3400, the District shall be deemed to have made a finding that such Specified Items are designated as "sole source" items designed to match existing and in use items. In accordance with Public Contract Code §3400, the District will not consider or accept alternatives or substitutions for any Specified Items so identified.
12. **Safety; Security.** The Contractor shall comply with all applicable laws, ordinances, rules, or regulations pertaining to safety at the Site. The Contractor shall implement safety measures such as fencing, barricades,

signs, lights and other precautions to prevent injury or death to persons or damage to property. The Contractor is responsible for securing the Site and Work in place or in progress (including materials/equipment/tools situated at the Site) to prevent theft, loss or damage. The District and employees, officers, agents or representatives of the District are not liable to the Contractor, Subcontractors or their respective personnel for the loss, theft, damage or destruction of materials, equipment, tools and other personal property items, whether or not such personal property is used to complete the Work or is incorporated into the Work. The risk of such loss, theft, damage or destruction is solely that of the Contractor or Subcontractors.

- 13. **Locked Door Policy.** In addition to security requirements set forth elsewhere in the Contract Documents, the Contractor must adhere to a Locked Door Policy. No building room or site gate shall be left unsecured for any period of time when not occupied by the Contractor and/or after the Contractor's daily work hours.
- 14. **Applicable Codes, Municipal Laws and Regulations.** All work shall conform to the most recent edition of the California Building Code as adopted and amended DSA and the Laws. All Work shall conform to all applicable requirements set forth in Titles 21 and 24 of the California Code of Regulations. No part of the Contract Documents shall be construed as requiring or permitting Work contrary to the requirements of the Laws. The Contractor and subcontractors shall have full knowledge and, without adjustment of the Contract Price or Contract Time, comply with all applicable laws and regulations including but not limited to limitations on noise, dust, smoke, fire and safety rules, hours of operation, hauling routes or limits on weight of equipment traveling on adjacent streets, and any other limitations which might affect the Contractor's work and operation. The Contractor shall keep the site and surrounding areas clean and free of debris, including weed abatement.
- 15. **Contractor to Abide by District Policies.** Contractor, its Subcontractors, Materialmen, Supplies and all personnel shall observe and comply with all federal, state and local laws, ordinances and public policies while working on and about District property and shall also abide by the District's Policies which include, without limitation, no smoking on the District property except in designated areas and all Contractors, employees of Contractors, and Subcontractors working at the job site will wear at all times a District issued identification badge.
- 16. **Labor.**
 - 16.1 **Prevailing Wage Rates.** The Contractor and all Subcontractors shall: (i) pay their respective workers at least the prevailing wage rate established for the classification, trade or work performed by each worker; and (ii) maintain complete and accurate payroll records for workers engaged in the Work. During the Work and pursuant to Labor Code §1771.4(a)(4), the Department of Industrial Relations will monitor and enforce the prevailing wage rate obligations of the Contractor and Subcontractors. The Contractor shall comply with all requirements established by the Department of Industrial Relations relating prevailing wage rates, the payment thereof and posting of notices relating thereto. The Contractor is subject to all assessments, penalties and other charges for prevailing wage rate violations.
 - 16.2 **Apprentices.** Apprentices, if any engaged in performing any portion of the Work shall be in strict conformity with applicable laws, rules and regulations, including without limitation, Labor Code §§1777.5 through 1777.7, which are incorporated herein by this reference.
 - 16.3 **DIR Registration.**
 - 16.3.1 **Contractor and Subcontractor Compliance.** Strict compliance with DIR Registration requirements pursuant to Labor Code §1725.5 is a material obligation of the Contractor hereunder. The foregoing includes without limitation, compliance with DIR Registration requirements at all times during performance of the Work by the Contractor and all Subcontractors of any tier. No portion of the Work is permitted to be performed by a Subcontractor of any tier unless the Subcontractor is a DIR Registered contractor. The failure of the Contractor and all Subcontractors of

every tier to be DIR Registered at all times during performance of the Work is the Contractor's default of a material obligation of the Contractor under the Contract Documents.

- 16.3.2 **Contractor Obligation to Verify Subcontractor DIR Registration Status.** An affirmative and on-going obligation of the Contractor under the Contract Documents is the Contractor's verification that all Subcontractors, of all tiers, are at all times during performance of the Work in full and strict compliance with DIR Registration requirements. The Contractor shall not permit or allow any Subcontractor of any tier to perform any Work without the Contractor's verification that all such Subcontractors are in full and strict compliance with DIR Registration requirements.
- 16.3.3 **Contractor Obligation to Request Substitution of Non-DIR Registered Subcontractor.** If any Subcontractor identified in the Contractor's Subcontractors List submitted with the Contractor's proposal for the Work is not DIR Registered at the time of opening of proposals for the Work or if a Subcontractor's DIR Registration lapses prior to or during a Subcontractor's performance of Work, the Contractor shall request the District's consent to substitute the non-DIR Registered Subcontractor pursuant to Labor Code §1771.1(c)(3) and/or Labor Code §1771.1(d).
- 16.4 **Certified Payroll Records.**
 - 16.4.1 **Compliance with Labor Code §§1771.4 and 1776.** A material obligation of the Contractor under the Contract Documents is: (i) the Contractor's strict compliance with the requirements pursuant to Labor Code §§ 1771.4 and 1776 for preparation and submittal of Certified Payroll Records ("CPR"); and (ii) the Contractor's enforcement of CPR preparation and submittal for all Subcontractors of every tier.
 - 16.4.2 **Express Condition Precedent to Payment of Contract Price.** Strict compliance with CPR requirements established pursuant to Labor Code §1776 is an express condition precedent to the District's obligation to: (i) process any request for payment of any portion of the Contract Price; or (ii) to disburse any portion of the Contract Price to the Contractor. The Contractor shall demonstrate strict compliance with CPR preparation and submittal requirements by delivery to the District of electronic files or hard copies of all CPRs submitted by the Contractor and/or Subcontractors for the Work pursuant to Labor Code §§1771.4 and 1776 concurrently with the submittal thereof to the Labor Commissioner. The District: (i) shall not be obligated to process or disburse any portion of the Contract Price; or (ii) shall not be deemed in default of the District's obligations under the Contract Documents unless the Contractor's demonstrates strict compliance with CPR preparation and submittal requirements.
 - 16.5 **Limits on Hours/Days of Work.** The Contractor and Subcontractors shall not require or permit any worker to provide more than eight (8) hours of work per day or forty (40) hours of work per week without additional compensation as mandated by law.
 - 16.6 **Competency and Discipline.** The Contractor shall enforce strict discipline and good order among the Contractor's employees, the employees of any Subcontractor and all other persons performing any part of the Work at the Site. Personnel of the Contractor or any Subcontractor shall be subject to removal from the Site for violations of applicable law or District policies. The Contractor shall not permit employment of unfit persons or persons not skilled in tasks assigned to them and shall dismiss from its employ and direct any Subcontractor or Sub-subcontractor to dismiss from their employment any person

deemed by the District to be unfit or incompetent to perform Work.

16.7 Superintendent. The Contractor shall employ a Superintendent fluent in verbal and written English who shall be in attendance at the Site at all times during performance of Work at the Site. The Superintendent shall be deemed the Contractor's Representative for the Work; directions, instructions or other communications to or with the Contractor's Superintendent shall be deemed directions, instructions or communications to or with the Contractor.

16.8 Contractor Personnel Parking. Personnel of the Contractor, Subcontractors and others performing Work at the Site Will be allowed parking spaces to park, with a valid District parking permit, in the parking spaces at a location directed by the District. Parking permit charges, if any, shall be borne and paid by the Contractor without adjustment of the Contract Price. The foregoing notwithstanding, the extent of location of parking for such personnel may be modified by the District as reasonably necessary to facilitate and accommodate necessary parking for the District's activities and functions in and about the Site. Neither the Contract Price nor the contract Time shall be adjusted as a result of any such District modifications to the extent or location of parking.

17. Subcontractors. The Work of each Subcontractor shall be set forth in a written Subcontract agreement incorporating by reference this Contract; Subcontracts shall be made available to the District for review upon request of the District. The Contractor is responsible to the District for the acts, omissions and other conduct of Subcontractors. Each Subcontractor shall maintain Workers Compensation/Employers Liability Insurance and Commercial General Liability Insurance as required by the Contract for Labor and Materials.

18. Project Certification. If the Work is subject, in whole or in part, to DSA jurisdiction, the Contractor shall completely and timely complete and/or comply with all DSA requirements relating to: (i) observations/inspections of the Work during construction; and (ii) DSA PR 13-01 project inspections, tests and certification process. A material obligation of the Contractor hereunder is completion of all actions or activities required by a contractor for a work of improvement subject to DSA jurisdiction sufficient for DSA to issue a certification that the Work, as constructed, complies with the DSA approved Design Documents.

19. Non-Discrimination. The Contractor and its Subcontractors shall not discriminate against any active or prospective employee based upon race, color, ancestry, national origin, religion, sex, age, sexual preference or marital status. The Contractor and its Subcontractors shall comply with all applicable laws, ordinances, rules and regulations prohibiting workplace discrimination and/or discriminatory employment practices.

20. Payment of the Contract Price. The District will make payment of the Contract Price upon completion of the Work, the Contractor's full performance of all other obligations under this Contract Documents and the Contractor's submission of a properly itemized invoice. Upon receipt of the Contractor's invoice, the District Representative will promptly verify that the Work has been completed and that the Contractor has performed all other obligations hereunder. Within thirty (30) days of the District Representative confirmation of the completion of Work and the Contractor's performance of other obligations hereunder, the District will make payment of the Contract Price. If the Contract Time is a duration of sixty (60) days or more, the Contractor may submit invoices on a monthly basis for the value of Work completed in the prior month, whereupon the District Representative will promptly verify that the Work has been completed as indicated in the Contractor's invoice. Within thirty (30) days of the date of such verification, the District will make payment equal to ninety five percent (95%) of the value of the Work completed. Within sixty (60) days of completion of all Work and all other of the Contractor's obligations hereunder, amounts previously retained from prior invoices will be released to the Contractor. The District may, in its sole discretion, condition payment of the Contract Price, or any portion thereof, upon: (i) the Contractor's preparation of a Schedule of Values for review and acceptance by the District's Representative; (ii) the submittal of executed Waivers and Releases (on Progress Payment or Final Payment, as applicable) for the Contractor and all Subcontractors receiving any portion of the Contract Price; and/or (iii) delivery of

Certified Payroll records of the Contractor and Subcontractors. The District may withhold payment of the Contract Price if: (i) there are claims or the probability of claims being submitted by Subcontractor, Material Suppliers or others in connection with the Work; (ii) defective or non-conforming Work which is not remedied; or (iii) there are any uncured Contractor defaults. In accordance with Public Contract code §9203, Retention will be released when the Contractor has achieved Final completion of the Work.

21. Hours and Days of Work at the Site. Sequencing of work will be coordinated and finalized with the awarding contractor. Where path of travel will be disrupted the awarding contractor will be responsible for signage and directing alternate paths. All other work may occur during regular business hours. Contractor is allowed to work in early mornings and late evenings. The building is active Monday – Saturday 7:00 a.m. – 10:00 p.m. The District's work week consists of Monday – Friday and excludes all major holidays to include the 4th of July, Thanksgiving Day, Christmas Day, New Years Day, President's Day, Memorial Day, Labor Day, Veterans Day and Martin Luther King Day. Limitations on the hours and days of Work at the site must be incorporated into and reflected in the Construction Schedules prepared by the Contractor pursuant to the Contract Documents. No adjustments of the Contract Time or the Contract Price will be allowed due to limitations/prohibitions on Work activities at the Site set forth in these Special Conditions.

22. Insurance. The Contractor and its Subcontractors shall, at all times during the Work, maintain Workers Compensation, Employers Liability, and Commercial General Liability Insurance in the minimum coverage amounts set forth in the Contract. The Contractor's Commercial General Liability Insurance shall name the District as an Additional Insured. All policies of insurance shall include provisions that the policy of insurance will not be materially modified, cancelled or allowed to expire without at least thirty (30) days advance notice to the District. Prior to commencing the Work, the Contractor shall deliver Certificates of Insurance of itself and its Subcontractors evidencing the required insurance coverages.

23. Indemnification. Unless arising solely out of the active negligence or willful misconduct of the District, the Contractor shall indemnify, defend and hold harmless the District, the District's Board of Trustees and all members thereof and the District's employees, officers, agents and representatives from all claims, demands and liabilities, including without limitation, attorney's fees, which arise out of or related in any manner to this Contract or the Work. The Contractor's obligations hereunder include without limitation: (a) injury to, or death of, persons; (b) damage to property; (c) theft or loss of property; (d) Stop Notice claims; and (e) other losses, damages or costs arising out of, in whole or in part, of the acts, omissions or other conduct of the Contractor or Subcontractors. The Contractor's obligations hereunder shall survive termination of the Contract and/or completion of the Work and are incorporated into and made a part of the obligations of the Surety issuing the Performance Bond.

24. District Right to Terminate. The Contractor's failure to comply with any term or condition of the Contract Documents shall constitute default of the Contractor; in such event, the District may terminate the Contract upon seven (7) days written notice to the Contractor. Unless the Contractor shall have commenced, and diligently thereafter prosecute to completion, all required actions to cure such default(s), this Contract shall be deemed terminated without further action of the District; such termination shall be effective the seventh (7th) day after the date of the District's written notice. If the District terminates the Contract for default of the Contractor, the Contractor and the Performance Bond Surety shall be liable to the District for all losses, costs and damages arising out of the Contractor's default and costs to complete the Work which exceeds the remaining Contract Price at the time of termination. In addition to the preceding, the District may terminate this Contract, in whole or in part, at any time for the convenience of the District by written notice to the Contractor, in which case, the payment of the Contract Price shall be limited to the value of the Work in place or in progress at the time of the termination for the District's convenience; no payment shall be made or due from the District for the unperformed portion of the Work.

25. Warranty. The Contractor warrants to the District that: (i) all materials and equipment furnished under the Contract Documents are new, of good quality and of the most suitable grade and quality for the purpose

intended, unless otherwise specified in the Contract Documents; and (ii) all Work and workmanship is of good quality, free from faults and defects and in conformity with the requirements of the Contract Documents. If within one (1) year, or such other period set forth in the Contract Documents, any of the Work or workmanship is found defective or not in compliance with the Contract Documents, the Contractor shall upon the District's demand, promptly take all measures necessary to correct, repair or replace such Work or workmanship. If the Contractor fails to do so, the District may take necessary action to correct, replace or replace such Work or workmanship at the cost and expense of the Contractor.

26. Tests/Inspections of the Work. The Work shall be subject to tests/inspections as required by the Contract Documents. The Contractor shall be liable for all costs, fees or expenses of tests/inspections which result from the Work not being ready for tests/inspections or the failure of the Work to comply with the applicable test/inspection standards. If the Work is subject to the jurisdiction of the Division of State Architect ("DSA"), all of the Work shall be subject to inspection/observation by the Project Inspector retained by the District under DSA regulations. If DSA or the Project Inspector deem any portion of the Work to not be in compliance with requirements of the Contract Documents, a material obligation of the Contractor is its prompt and complete repair, replacement or correction of such portion(s) of the Project so they comply with requirements of the Contract Documents. The Project Inspector shall have access at all times to the Work, whether in place or in progress; the Contractor shall provide such access without adjustment of the Contract Price or the Contract Time.

27. Miscellaneous.

27.1 Substantial Completion. The terms "Substantial Completion" or "substantially complete" as used herein shall be construed to mean the completion of the entire Work, including all submittals and O & M Manuals required under the Contract Documents, except minor items which in the opinion of the Architect, and/or the Owner's Representative will not interfere with the complete and satisfactory use of the facilities for the purposes intended.

27.2 Final Completion. The date when all punch list items are completed, including all closeout submittals and approval by the Architect is given to the Owner in writing

27.3 Claims Resolution.

27.3.1 Contractor Continuation of Work. Notwithstanding any claim, dispute, disagreement or other matter in controversy between the District and the Contractor relating to the Contract Documents or the Project Work, the Contractor shall continue to diligently prosecute and perform the Work, pending any final determination or decision regarding any such claim, dispute, disagreement or matter in controversy.

27.3.2 Public Contract Code §9204 Claims Resolution Procedures. Claims of the Contractor are subject to the non-binding dispute resolution procedures set forth in Public Contract Code §9204 ("Section 9204").

27.3.2.1 Contractor Claims. Contractor Claims are subject to the Section 9204 Procedures provided, however, that the Section 9204 Procedures are expressly subject to the Contractor's prior full and timely compliance with requirements and procedures of the Contract Documents relating to submittal and resolution of Claims, change orders, disputes and other matters in controversy under the Contract Documents. By this reference, the Section 9204 Procedures are incorporated herein.

27.3.2.2 Subcontractor Claims. Subcontractor Claims are subject to Section 9204 Procedures, as modified herein. The District's review of Subcontractor Claims is expressly subject to the Contractor's

submittal of a duly completed and executed form of Contractor Certification of Subcontractor Claim certifying that the Contractor has thoroughly reviewed the Subcontractor Claim and based on the Contractor's review, certify that: (i) the Subcontractor Claim is made by the Subcontractor in good faith; (ii) the Subcontractor Claim is supported by reasonable documentation establishing entitlement to the relief requested and District liability therefor; and (iii) 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.). The form of Contractor Certification of Subcontractor Claim is included in the Contract Documents.

27.3.2.3 Contractor Compliance with Government Code Claims Procedures. Disputed Claims and other matters in controversy asserted by the Contractor against the District are a "suit for money or damages" and subject to Government Code §§945.4, 945.6 and 946 ("Government Code Claims Process"). An express condition precedent to the Contractor's initiation of §20104.4 Dispute Resolution Procedures or Small Claims Court proceedings is the Contractor's compliance with the Government Code Claims Process.

27.3.3 Disputed Claims.

27.3.3.1 Claims Less Than \$375,000. Claims of less than \$375,000 which are not resolved by the Section 9204 Procedures are subject to the binding dispute resolution procedures of Public Contract Code §20104.4 (Section 20104.4 Dispute Resolution Procedures). Mediation conducted pursuant to Section 9204 Procedures shall excuse any further obligation under the Section 20104.4 Dispute Resolution Procedures to mediate after litigation has been commenced.

27.3.3.2 Claims Exceeding \$375,000. Claims of more than \$375,000 which are not resolved by the Section 9204 Procedures shall be resolved by binding arbitration conducted under the auspices of the Judicial Arbitration and Mediation Services ("JAMS") Construction Industry Arbitration Rules in effect at the time a Demand for Arbitration is filed. The locale for any arbitration shall be the regional office of the JAMS closest to the Site. The arbitration shall be conducted by a single arbitrator who is a former judicial officer with prior experience in resolving claims and disputes arising out of public works projects. The Arbitration Award shall be final and binding upon the District and the Contractor only if the arbitration award: (i) is supported by substantial evidence; (ii) is based on applicable legal standards in effect that the time the arbitration award is issued; and (iii) includes written findings of fact and conclusions of law in conformity with California Code of Civil Procedure §1296. In connection with any arbitration proceeding commenced hereunder, the discovery rights and

procedures provided for in California Code of Civil Procedure §1283.05 shall be applicable, and the same shall be deemed incorporated herein by this reference. The expenses and fees of the arbitrator shall be divided equally among the parties to the arbitration. Each party to any arbitration commenced hereunder shall be responsible for and shall bear its own attorneys' fees, witness fees and other cost and expense incurred in connection with such arbitration. The foregoing notwithstanding, the arbitrator may award arbitration costs, including arbitrator fees but excluding attorneys' fees, to the prevailing party. The confirmation, enforcement, vacation or correction of an arbitration award rendered hereunder shall be the Superior Court of the State of California for the county in which the Site is situated. The substantive and procedural rules for such post-award proceedings shall be as set forth in California Code of Civil Procedure §1285 et seq.

- 27.3.4 Contractor Continuation of Work.** Notwithstanding any claim or dispute arising out of this Contract or the Project, the Contractor shall continue to diligently perform Work and prosecute the same to completion.
- 27.3.5 Government Code §900 Compliance.** A civil action pursuant to the Section 20104.4 Dispute Resolution Procedures or a Demand For Arbitration for Claims exceeding \$375,000, as applicable, are deemed "a suit for money or damages under Government Code §900 et seq. An express condition precedent to the Contractor's filing a civil action pursuant to the Section 20104.4 Dispute Resolution Procedures or a Demand for Arbitration, the Contractor shall strictly comply with and exhaust remedies under Government Code §900 et seq., including without limitation Sections 945.4, 945.6 and 946.
- 27.4 Default.** Failure of the Contractor to comply with any of the terms or conditions of this Contract shall constitute default by the Contractor.
- 27.5 Force Majeure.** Neither District or Contractor shall be liable in damages or have the right to terminate this Contract for any delay or default in performing hereunder if such delay or default is caused by conditions beyond its control including, but not limited to acts of God, fire, strike, terrorist act, lock-out, or acts of the government when satisfactory evidence thereof is presented to the other party, and provided that it is satisfactorily established that the non-performance is not due in full or in part to the fault or neglect of the party not performing
- 27.6 Governing Law; Interpretation.** This Contract shall be governed by the laws of the State of California. This Contract shall be interpreted as a whole and not in favor of the District or the Contractor.
- 27.7 Successors.** This Contract shall be binding upon and inure to the benefit of the respective successors-in-interest of the District and

the Contractor. The foregoing notwithstanding, the Contractor shall not assign this Contract, any right or obligation hereunder or any portion thereof.

- 27.8 Permits; Approvals.** Unless otherwise expressly provided in the Contract Documents, the Contractor shall obtain and pay for all fees, permits or approvals necessary to complete the Work.
- 27.9 Handicap Access Regulations.** The Contractor and all Subcontractors shall comply with Title 24, of the California Code of Regulations relating to Disabled Access Regulations and ADA, Americans with Disabilities Act Regulations, whether or not specifically indicated on the Contract Documents. Where existing paths of travel are interrupted due to construction, barrier-free paths of travel shall be maintained by the Contractor, without adjustment to Contract Price or Contract Time. From time-to-time, as required by the circumstance of Project construction and construction activities, the Contractor shall modify, add, re-configure, re-locate or remove barrier-free paths of travel without adjustment of the contract Price or the Contract Time.
- 27.10 Non-Discrimination.** The Contractor and its Subcontractors shall not discriminate against any active or prospective employee based upon race, color, ancestry, national origin, religion, sex, age, sexual preference or marital status. The Contractor and its Subcontractors shall comply with all applicable laws, ordinances, rules and regulations prohibiting workplace discrimination and/or discriminatory employment practices.
- 27.11 Sex Offender Campus Registration.** Pursuant to California Penal Code section 290, subd. (a)(1)(C), all Sex Offenders who reside, or are living as a transient upon, or are enrolled at or employed by, a campus of the University of California, California State University, community college or other institution of higher learning must register with the campus police department, in addition to registering with the police or sheriff's department having jurisdiction over his or her residence. In addition, California Penal Code 290, subd. (a)(1)(G), requires that students and employees who reside out of state but go to school or work in California must register as Sex Offenders here if they are required to register in their state of residence. An employee is defined as a person who is employed in California on a full or part-time basis, with or without compensation, for more than fourteen (14) days, or for an aggregate period exceeding thirty (30) days in a calendar year. A student is defined as a person who is registered in an educational institution, as defined in Education Code 22129, on a full or part-time basis. The student/employee must register in the jurisdiction where he or she attends school or is employed.
- 27.12 Days.** Unless otherwise stated in the Contract Documents, all references to "days" shall be deemed references to calendar days.
- 27.13 Severability.** If any term, condition or provision of this Contract is deemed invalid, illegal or unenforceable by a Court of competent jurisdiction, such term, condition or provision shall be deemed severed herefrom, but all other terms, conditions and provisions hereof shall remain unaffected and in full force and effect
- 27.14 Entire Agreement.** This Contract and the Contract Documents constitute the entire agreement and understanding of the District and the Contractor concerning the subject matter hereof.

END OF SECTION

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 **SISKIYOU JOINT 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 **College of the Siskiyou Beach Volleyball Sand Courts Project**

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 additive Alternate Bid Items, if any.

NOW THEREFORE, if the Principal shall not withdraw said Bid Proposal within the period specified therein after the opening of the same, or, if no period be specified, for sixty (60) days after opening of said Bid Proposal; and if the Principal is awarded the Contract, and shall within the period specified therefore, or if no period be specified, within five (5) days after the prescribed forms are presented to him for signature, enter into a written contract with the Obligee, in accordance with the Bid Proposal as accepted and give such bond(s) with good and sufficient surety or sureties, as may be required, for the faithful performance and proper fulfillment of such Contract and for the payment for labor and materials used for the performance of the Contract, or in the event of the withdrawal of said Bid Proposal within the period specified for the holding open of the Bid Proposal or the failure of the Principal to enter into such Contract and give such bonds within the time specified, if the Principal shall pay the Obligee the difference between the amount specified in said Bid Proposal and the amount for which the Obligee may procure the required Work and/or supplies, if the latter amount be in excess of the former, together with all costs incurred by the Obligee in again calling for Bids, 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.

[CONTINUED NEXT PAGE]

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

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

(Contractor-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)

PERFORMANCE 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 **SISKIYOU JOINT COMMUNITY COLLEGE DISTRICT** (“the Obligee”) for payment of the penal sum the penal sum of _____ Dollars (\$ _____) in lawful money of the United States, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT:

WHEREAS, the Obligee, by has awarded to the Principal a Contract for the Work described as **College of the Siskiyou Beach Volleyball Sand Courts Project**

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

WHEREAS, by the terms of the Contract Documents, the Principal is required to furnish a bond ensuring the Principal’s prompt, full and faithful performance of the Work of the Contract Documents.

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

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

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

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

In the event the Surety fails to issue its Notice of Election to Obligee within the time provided for hereinabove, the Obligee may thereafter cause the cure or remedy of the Principal’s failure of performance or default or to complete the Work. The Principal and the Surety shall be jointly and severally liable to the Obligee for all damages and costs sustained by the Obligee as a result of the Principal’s failure of performance under the Contract Documents or default in its performance of obligations thereunder, including without limitation the costs of cure or completion of the Work exceeding the then remaining balance of the Contract Price; provided that the Surety’s liability hereunder for the costs of performance, damages and other costs sustained by the Obligee upon the Principal’s failure of performance or default under the Contract Documents shall be limited to the penal sum hereof, which shall be deemed to include the costs or value of any Changes to the Work which increases the Contract Price.

In the event suit or other proceeding is brought upon this Bond by the Obligee, the Surety and Principal shall be jointly and severally liable for payment to the Obligee of all costs, expenses and fees incurred by the Obligee 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 agent or representative.

 (Contractor-Principal Name)
 By: _____
 (Signature)

 (Typed or Printed Name)
 Title: _____
(Attach Notary Public Acknowledgement of Principal’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)

 (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)

LABOR AND MATERIAL PAYMENT 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 **SISKIYOU JOINT COMMUNITY COLLEGE DISTRICT** (“the Obligee”) for payment of the penal sum the penal sum of _____ Dollars (\$ _____) in lawful money of the United States, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT:

WHEREAS, the Obligee, has awarded to the Principal a Contract for the Work described as **College of the Siskiyou Beach Volleyball Sand Courts Project**

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

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

NOW THEREFORE, if the Principal shall promptly, fully and faithfully make payment: (i) to any Claimant for all labor, materials or services used or reasonably required for use in the performance of the Work; (ii) of amounts due under the Unemployment Insurance Code for work or labor performed under the Contract; and (iii) of amounts required to be deducted, withheld and paid to the Employment Development Department from wages of the employees of the Principal and its Subcontractors under Unemployment Insurance Code §13020 with respect to work and labor under the Contract then this obligation shall be void; otherwise, it shall be, and remain, in full force and effect.

The term “Claimant” shall refer to any person, corporation, partnership, proprietorship or other entity including without limitation, all persons and entities described in California Civil Code §9100, providing or furnishing labor, materials or services used or reasonably required for use in the performance of the Work under the Contract Documents, without regard for whether such labor, materials or services were sold, leased or rented. This Bond shall inure to the benefit of all Claimants so as to give them, or their assigns and successors, a right of action upon this Bond.

In the event suit is brought on this Bond by any Claimant for amounts due such Claimant for labor, materials or services provided or furnished by such Claimant, the Surety shall pay for the same and reasonable attorneys fees pursuant to California Civil Code §9554.

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

modification to the Contract Documents, the Work to be performed under the Contract Documents, the Drawings or the Specifications of any other portion of the Contract Documents.

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

(Contractor-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)