Building 1000 Chilled Water System
Energy Improvements

Bid No. B14-10

Bid Due Date: Friday, April 18, 2014 11:00AM

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

Mandatory Job-walk:
Wednesday, April 09, 2014 10:00AM
@ Purchasing Department, Building 2030

Bid RFI Questions Due:
Friday, April 11, 2014 3:00PM

Bid Documents: Gale Stevens, Buyer 831-477-5613
Cabrillo College: Joe Nugent, Director Facilities Planning & Plant Operations
Project Manager: Jeff Wilden, Slatter Construction, Inc.
Mechanical Engineer: Jim Young, Young Engineering Services
Electrical Engineer: Mike Cabak, P.E., Prime Design Group, Inc.
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CABRILLO COMMUNITY COLLEGE DISTRICT
NOTICE OF INFORMAL BIDDING AND BIDDING INSTRUCTIONS

TO ALL PRE-QUALIFIED BIDDERS WITH A “C-4” LICENSE
PROJECT: B14-10 BLDG 1000 CHILLED WATER SYSTEM-ENERGY IMPROVEMENTS

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<td>CABRILLO COMMUNITY COLLEGE DISTRICT PURCHASING, CONTRACTS &amp; RISK MANAGEMENT, BUILDING 2030 6500 SOQUEL DRIVE BUILDING 2030 APTOS, CA 95003 (831) 477-5613</td>
</tr>
</tbody>
</table>

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 **B14-10 Bldg 1000 Chilled Water System-Energy Improvements** at the office of the District’s Director of Purchasing, Contracts & Risk Management, 6500 Soquel Drive, Bldg 2030, Aptos, California 95003 up to and no later than 11:00 A.M., Friday, April 18th, 2014. Bid Proposals submitted thereafter will be rejected for non-responsiveness. Timely submitted Bid Proposals will be opened as soon thereafter as practicable.

1. **Project Information.** Bidders may download, at no charge, the Project Contract Documents, including Drawings, Specifications and/or other Project requirements directly from our web site at the following link: [http://www.cabrillo.edu/internal/purchasing/](http://www.cabrillo.edu/internal/purchasing/) *Cabrillo will not be responsible for any printing charges; that is the responsibility of the contractor.* No deposits are required; therefore, no refunds are issued.

2. **Interpretation of Drawings, Specifications or Contract Documents.** If the Bidder is in doubt as to the true meaning of any part of the Specifications or Contract Documents; finds discrepancies, errors or omissions, a pre-bid written request for interpretation or correction may be submitted to the District. Failure to request interpretation or clarification of any portion of the Contract Documents pursuant to the foregoing is a waiver of any discrepancy, defect or conflict therein. Bidders’ inquiries must be submitted on the form of Pre-Bid Request for Information located on page 17 of the Bid Documents; the District will not respond to inquiries which are not submitted in the form of Pre-Bid Request for Information. **All questions are due by Friday, April 11, 2014 at 3:00 pm and should be addressed to Gale Stevens, Buyer, District Purchasing, Contracts & Risk Management Office by email;**
3. **Mandatory Job-Walk.** The District will conduct a Mandatory Job Walk on Wednesday, April 9th, 2014, beginning 10:00 A.M. Bidders are to meet at Cabrillo College, Purchasing, Contracts & Risk Management Office, Bldg 2030, Aptos, CA 95003 for the Job Walk. A Bid Proposal submitted by any Bidder whose representative(s) did not attend the Mandatory Job Walk, in its entirety, (both conference and site walk) will be rejected by the District as being non-responsive. Conference meeting doors close promptly at 10:00AM.

4. **Project Planholder List.** The District’s Project Planholder List will be compiled exclusively from the sign-in sheet at the Mandatory Job Walk. Any Bidder failing to sign-in at the Mandatory Job Walk will be excluded from Project Planholder List and their Bid Proposal will be rejected by the District as being non-responsive. All Project Planholders will receive e-mails from the District advising of any and all Project Addenda issued by the District. **Emails will go to the Contractor’s Representative who is listed on the sign-in sheet.** Bidders bear sole responsibility for downloading the Project Addenda from the District’s website, [http://www.cabrillo.edu/internal/purchasing/](http://www.cabrillo.edu/internal/purchasing/). The District will not fax Project Addenda to Planholders.

5. **Prevailing Wages.** The Contractor and all Subcontractors performing any portion of the Work shall pay not less than the applicable prevailing wage rate for the classification of labor provided by their respective workers in prosecution and execution of the Work. Prevailing wage rate classifications and determinations may be viewed and obtained by accessing the Division of Labor Standards Enforcement databases at [http://www.dir.ca.gov/dirdatabases.html](http://www.dir.ca.gov/dirdatabases.html).

6. **Contractors’ License Classification.** In accordance with the provisions of California Public Contract Code §3300, the District requires that Bidders possess the following classification(s), certifications and registrations of California Contractors License at the time that the Contract for the Work is awarded:

   California Contractors License C-4 Boiler, Hot Water Heating & Steam Fitting License only required to bid.

   Any Bidder not so duly and properly licensed shall be subject to all penalties imposed by law. No payment shall be made for work, labor, materials or services provided under the Contract for the Work unless and until the Registrar of Contractors verifies to the District that the Bidder awarded the Contract is properly and duly licensed to perform the Work.

7. **Documents Accompanying Bid Proposal.** The following must be submitted concurrently with the Bid Proposal: (i) Subcontractors List (identifying each Subcontractor performing a portion of the Work valued at or greater than one-half of one percent of the price proposed in the Bid Proposal); (ii) Non-Collusion Affidavit; (iii) Verification of Pre-Qualification Application Information; (iv) Bid Security of not less than ten percent (10%) of the price proposed in the Bid Proposal in the form of cash, cashier’s check payable to the District or a Bid Bond in the form and content included with the Contract Documents; (vi) Certificate of Workers Compensation Insurance in the form and content included with the Contract Documents; and (vii) Drug-Free Workplace Certification in the form and content included with the Contract Documents.
8. **Award of Contract.** The Contract for the Work, if awarded, will be to the Bidder submitting the lowest priced responsive Bid Proposal. The District’s Director of Purchasing will take action to award the Contract. Bidders will be notified in writing of the Bidder to whom the District has awarded the Contract. If Alternate Bid Items are included in the bidding, the selection of Alternate Bid Items for determination of the lowest priced Bid Proposal will be by the “blind bidder” process. If Alternate Bid Items are included the lowest Bid Proposal will be determined on the basis of the Base Bid Proposal or on the Base Bid Proposal and the combination of Alternate Bid Items selected in accordance with the applicable provisions of the Instructions for Bidders.

9. **Performance Bond; Labor and Materials Payment Bond.** The Bidder awarded the Contract for the Work shall obtain a Performance Bond and a Labor and Materials Payment Bond, each in a penal sum equal to one hundred percent (100%) of the Contract Price of the Contract awarded and in the form and content included with the Contract Documents for the Project.

10. **Rejection of Bid Proposals; Waiver of Minor Irregularities.** The District expressly reserves the right to reject all Bid Proposals. The District further reserves the right to waive minor irregularities in the bidding process or in Bid Proposals submitted in response hereto.

[END OF SECTION]
BID BOND

KNOW ALL MEN BY THESE PRESENTS that we, ________________________________, as Surety and ___________________________________, as Principal, are jointly and severally, along with their respective heirs, executors, administrators, successors and assigns, held and firmly bound unto CABRILLO COMMUNITY COLLEGE DISTRICT, hereinafter “the 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 B14-10 BLDG 1000 CHILLED WATER SYSTEM-ENERGY IMPROVEMENTS.

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

NOW THEREFORE, if the Principal shall not withdraw said Bid Proposal within the period specified therein after the opening of the same, or, if no period be specified, for sixty (60) days after opening of said Bid Proposal; and if the Principal is awarded the Contract, and shall within the period specified therefor, or if no period be specified, within five (5) days after the prescribed forms are presented to him for signature, enter into a written contract with the 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 thereunder, the Drawings or the Specifications accompanying the same, or any other portion of the Contract Documents shall in no way affect its obligations 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 shall pay to the Obligee all costs, expenses and fees incurred 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.

(Principal’s Corporate Seal)  (Principal Name)  
By:__________________________________________  
Typed or Printed Name

Title: ________________________________________  

(Surety’s Corporate Seal)  (Surety Name)  
By:__________________________________________  
Signature of Attorney-in-Fact for Surety

(Attach Attorney-in-Fact Certificate)  (Typed or Printed Name)

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

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

(Contact Name)  

(Address)  

(Telephone)  

(Email address)
BID PROPOSAL

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

FROM: _____________________________________________  
(Name of Bidder)
_____________________________________________  
(Address)
_____________________________________________  
(City, State, Zip Code)
_____________________________________________  
(Telephone/Telecopier)
_____________________________________________  
(E-Mail Address of Bidder’s Representative(s))

1 Bid Proposal

1.1 Bid Proposal Amount. The undersigned Bidder proposes and agrees to perform the Contract including, without limitation, providing and furnishing any and all of the labor, materials, tools, equipment and services necessary to perform the Contract and complete in a workmanlike manner all of the Work required for the Project described as: B14-10 BLDG 1000 CHILLED WATER SYSTEM-ENERGY IMPROVEMENTS for the Base Bid Sum of: ____________________________ Dollars ($_________________). The Bidder confirms that it has checked all of the above figures and understands that neither the District nor any of its agents, employees or representatives shall be responsible for any assumptions, errors or omissions on the part of the undersigned Bidder in preparing and submitting this Bid Proposal.

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

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

1.3 Alternate Bid Items. The Bidder’s price proposal(s) for Alternate Bid Items is/are set forth in the form of Alternate Bid Item Proposal included herewith. Price proposal(s) for Alternate Bid Item(s) will not form the basis for the District’s award of the Contract unless an Alternate Bid Item is incorporated into the scope of Work of the Contract awarded.

2 Documents Accompanying Bid. The Bidder has submitted with this Bid Proposal the following: (a) Bid Security; (b) Subcontractors List; (c) Verification of Pre-Qualification Application Information; (d) Non-Collusion Affidavit; (e) Certificate of Workers Compensation Insurance; and (f) Drug Free Workplace Certification. The Bidder acknowledges that if this Bid Proposal and the foregoing documents are not fully in compliance with applicable requirements set forth in the Call for Bids, the Instructions for Bidders and in each of the foregoing documents, the Bid Proposal may be rejected as non-responsive.
3 **Award of Contract.** If the Bidder submitting this Bid Proposal is awarded the Contract, the undersigned will execute and deliver to the District the Contract for Labor and Materials in the form attached hereto within five (5) days after notification of award of the Contract. Concurrently with delivery of the executed Agreement to the District, the Bidder awarded the Contract shall deliver to the District: (a) Certificates of Insurance evidencing all insurance coverages required under the Contract Documents; (b) the Performance Bond; and (c) the Labor and Material Payment Bond. Failure of the Bidder awarded the Contract to strictly comply with the preceding may result in the District's rescission of the award of the Contract and/or forfeiture of the Bidder’s Bid Security. In such event, the District may, in its sole and exclusive discretion elect to award the Contract to the responsible Bidder submitting the next lowest Bid Proposal, or to reject all Bid Proposals.

4 **Contractor's License.** The undersigned Bidder is currently and duly licensed in accordance with the California Contractors License Law, California Business & Professions Code §§7000 et seq., under the following classification(s) ____ bearing License Number(s) __________, with expiration date(s) of ________. The Bidder certifies that: (a) it is duly licensed, in the necessary class(es), for performing the Work of the Contract Documents; (b) that such license shall be in full force and effect throughout the duration of the performance of the Work under the Contract Documents; and (c) that all Subcontractors providing or performing any portion of the Work shall be so properly licensed to perform or provide such portion of the Work.

5 **Acknowledgment and Confirmation.** The undersigned Bidder acknowledges its receipt, review and understanding of the Drawings, the Specifications and other Contract Documents pertaining to the proposed Work. The undersigned Bidder certifies that the Contract Documents are, in its opinion, adequate, feasible and complete for providing, performing and constructing the Work in a sound and suitable manner for the use specified and intended by the Contract Documents. The undersigned Bidder certifies that it has, or has available, all necessary equipment, personnel, materials, facilities and technical and financial ability to complete the Work for the amount bid herein within the Contract Time and in accordance with the Contract Documents.

By: ______________________________________
   (Signature)

   ______________________________________
   (Typed or Printed Name)

   ________________________________
   Title: ________________________________
ATTACHMENT A TO BID PROPOSAL

ALTERNATE BID ITEMS PROPOSAL

***No Alternates for B14-10***

PROJECT: B14-10 BLDG 1000 CHILLED WATER SYSTEM-ENERGY IMPROVEMENTS

Bidder Name: ________________________________

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

1. **Alternate Bid Item No. 1. [INSERT ALTERNATE DESCRIPTION]**
   - Add to Base Bid Proposal Amount
   - Deduct From Base Bid Proposal Amount
   (Check appropriate box indicating additive or deductive cost; failure to do so will result in rejection of Bid Proposal for non-responsiveness)

   $_________________________ Dollars
   (in words; printed or typed)

2. **Alternate Bid Item No. 2. [INSERT ALTERNATE DESCRIPTION]**
   - Add to Base Bid Proposal Amount
   - Deduct From Base Bid Proposal Amount
   (Check appropriate box indicating additive or deductive cost; failure to do so will result in rejection of Bid Proposal for non-responsiveness)

   $_________________________ Dollars
   (in words; printed or typed)

3. **Alternate Bid Item No. 3. [INSERT ALTERNATE DESCRIPTION]**
   - Add to Base Bid Proposal Amount
   - Deduct From Base Bid Proposal Amount
   (Check appropriate box indicating additive or deductive cost; failure to do so will result in rejection of Bid Proposal for non-responsiveness)

   $_________________________ Dollars
   (in words; printed or typed)
### SUBCONTRACTORS LIST

Bidder: ________________________________  Bidder’s Authorized Representative(s): ________________________________

**PROJECT:** B14-10 BLDG 1000 CHILLED WATER SYSTEM-ENERGY IMPROVEMENTS

<table>
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<th>NAME OF SUBCONTRACTOR</th>
<th>License No.</th>
<th>BUSINESS LOCATION/ADDRESS OF SUBCONTRACTOR</th>
<th>TRADE OR PORTION OF THE WORK</th>
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**PHOTOCOPY THIS PAGE AS NECESSARY TO LIST ADDITIONAL SUBCONTRACTORS**
VERIFICATION OF PRE-QUALIFICATION APPLICATION INFORMATION

I, ____________________________________ am the _____________________________ of ____________________________, declare and state as follows:

(Bidder Name)

1. I am authorized to execute this Verification of Pre-Qualification Application Information on behalf of the above-identified Bidder.

2. I have reviewed the Pre-Qualification Application submitted by the Bidder to the District.

3. There have been no material adverse changes to the information provided by the Bidder to the District in the Pre-Qualification Application submitted by the Bidder.

4. I have personal knowledge of the absence of any material adverse changes to the information provided by the Bidder in its Pre-Qualification Application and/or I have conducted all necessary and appropriate inquiries to ascertain that there have been no material adverse changes in the information provided by the Bidder in its Pre-Qualification Application.

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

Dated: ___________________   _____________________________________

(Signature)
# Pre-Bid Request for Information

**CABRILLO COMMUNITY COLLEGE DISTRICT**

**B14-10 BLDG 1000 CHILLED WATER SYSTEM-ENERGY IMPROVEMENTS**

**Contract Documents – Informal Bid**

**Pre-Bid RFI**

**Date of Pre-Bid RFI:** ______________

**Project:** B14-10 BLDG 1000 CHILLED WATER SYSTEM-ENERGY IMPROVEMENTS

**Trade Description:** ______________

| TO: Cabrillo College, Attn: Gale Stevens, 6500 Soquel Dr., Bldg 2030, Aptos, CA 95003 | PHONE: 831-477-5613 |
| Phone: 831-477-5613 Fax: 831-477-5640 | FAX 831-477-5640 |
| Email: gasteven@cabrillo.edu | EMAIL: gasteven@cabrillo.edu |
| Copy to: purchasing@cabrillo.edu | COPY TO: purchasing@cabrillo.edu |

**Questions are Due:** Friday, April 11th, 2014, 3:00 PM

**Bidder Name:**

____________________________________________________________________________
____________________________________________________________________________
____________________________________________________________________________
____________________________________________________________________________
____________________________________________________________________________

**Bidder’s Contact:**

____________________________________________________________________________
____________________________________________________________________________
____________________________________________________________________________

**Bidder’s Contact Phone and Fax Numbers:**

____________________________________________________________________________
____________________________________________________________________________

**Email Address:**

____________________________________________________________________________
____________________________________________________________________________
____________________________________________________________________________
____________________________________________________________________________
____________________________________________________________________________

____________________________________

**Bidder’s Pre-Bid Request for Information**

____________________________________________________________________________
____________________________________________________________________________
____________________________________________________________________________
____________________________________________________________________________
____________________________________________________________________________
____________________________________________________________________________
____________________________________________________________________________
____________________________________________________________________________

**Additional pages attached by Bidder:** ___ Yes ___ No

**Number of additional pages attached by Bidder:** _____

**Response to Bidder’s Pre-Bid Request for Information**

Date: ______________

____________________________________________________________________________
____________________________________________________________________________
____________________________________________________________________________
____________________________________________________________________________
____________________________________________________________________________
____________________________________________________________________________

**Additional pages of RFI Response attached:** ___ Yes ___ No

**Number of additional RFI Response pages attached:** _____

______
Response By (Firm Name):

Signed: __________________________

(For Pre-Bid Use Only)
THIS AGREEMENT is made this ____ day of _______________, 20___, in the City of Aptos, County of Santa Cruz, State of California, by and between CABRILLO COMMUNITY COLLEGE DISTRICT, a California Community College District hereinafter “District” and _________________ (“Contractor”). This project is Energy Improvements of the HVAC Chilled Water System including new VFDs, Piping, Electrical and Controls.

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

1. **Contract Price.** The District shall pay the Contractor as full consideration for the Contractor’s full, complete and faithful performance of the Contractor’s obligations under the Contract Documents, subject to adjustments of the Contract Price in accordance with the Contract Documents, the Contract Price of ______________________________________________ Dollars ($_______________).

   The District’s payment of the Contract Price shall be in accordance with the Contract Documents. The Contract Price is based upon the Contractor’s Base Bid Proposal for the Work and the following Alternate Bid Items, if any: ____________________.

2. **Contract Time.** The Work shall be commenced on the date stated in the District’s Notice to Proceed; the Contractor shall achieve Substantial Completion of the Work within Thirty-two (32) calendar days.

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

   **Contractor:**
   - Workers Compensation Per applicable law
   - Employer’s Liability $1,000,000.00
   - Commercial General Liability
     - Per Occurrence $1,000,000.00
     - Aggregate $2,000,000.00
   - Builder’s Risk Full Value of Work
   - Seismic Coverage (_X) Required/ (_) Not Required

   **Subcontractors:**
   - Workers Compensation Per applicable law
   - Employer’s Liability $1,000,000.00
   - Commercial General Liability
     - Per Occurrence $1,000,000.00
     - Aggregate $2,000,000.00

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

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

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

**If to the District (Notices to Both Required):**
Vice President of Business Services
Cabrillo Community College District
6500 Soquel Drive, Bldg 2030
Aptos, CA 95003

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

**If to the Contractor:**
________________________
________________________
________________________
________________________

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

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

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

“DISTRICT”
Cabrillo Community College District

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

“CONTRACTOR”

By: ___________________________
   (Name Printed or Typed)
   Title: ___________________________
TERMS AND CONDITIONS OF
CONTRACT FOR LABOR AND MATERIALS

1. Labor and Materials. The Contractor shall furnish and pay for all labor, materials, equipment and services necessary to complete the Work in accordance with the Contract Documents. Unless otherwise expressly provided for in the Contract Documents, all materials, equipment and other items incorporated into the Work shall be new and of the most suitable grade and quality for the purpose intended. The Work is subject to tests/inspections as required by the Contract Documents. The Contractor shall afford the District, the Project Inspector, the Architect and test/inspection services with access to the Work, wherever located and whether in place or in progress. All of the Work shall conform to the requirements of the Contract Documents and applicable laws, ordinances, rules and regulations.

2. Submittals. The Contractor shall submit to the District Representative or the Architect, as designated in the Contract Documents, shop drawings, product data and other submittals (collectively “Submittals”) required by the Contract Documents promptly and in an orderly sequence while allowing sufficient time for review and comment, which review and comment time shall be no less than 10 days. No portion of the Work requiring Submittals shall be performed until the required Submittals have been reviewed and accepted.

3. Construction Schedule. If required by the District, the Contractor shall prepare a Construction Schedule in such form and format as directed by the District. The Construction Schedule shall reflect all activities necessary to complete the Work and shall be in such detail as required by the District. If a schedule is required, the Contractor shall update the schedule monthly or more frequently as directed by the District or required by the circumstances of the Work.

   4.1 Changes to the Work. The District may, by written order, make Changes to the Work, issue additional instructions and to add to or delete from the Work. No Change may be made that exceeds a contract amount of $25,000.00 without a performance bond on file with the District. Adjustments of the Contract Price or the Contract Time on account of a Change authorized hereunder will only be made by written Change Order duly executed by the Contractor and the District Representative. Adjustments to the Contract Price for authorized Changes shall be limited to the actual costs of labor and materials necessary to complete the Change plus a mark-up of 10 percent (10%) of the actual costs of labor and materials; it being agreed that the mark-up represents all compensation due the Contractor for profit, overhead/administrative costs and impacts of an authorized Change.

   4.2 Substitutions. No substitution of any specified item, product, material or system (“Specified Items”) will be considered unless the Contractor submits a request to substitute Specified Items along with data substantiating the equivalency of the proposed substitution with the Specified Items not more than thirty five (35) days after the date of award of the Contract to the Contractor. The Contractor shall reimburse the District for all costs and expenses incurred by the District to review a proposed substitution for Specified Items. The District’s acceptance or rejection of a proposed substitution shall be final. No substitution accepted by the District shall increase the Contract Price or the Contract Time; provided, however, if the cost to furnish/install an approved substitution is less than the specified Item, the Contract Price shall be reduced by such cost difference. If any Specified Items are identified in any portion of the Contract Documents as “District Standard Materials/Equipment” “match existing in use” or similar words/phrases, in accordance with Public Contract Code §3400, the District shall be deemed to have made a
finding that such Specified Items are designated as “sole source” items designed to match existing and in use items. In accordance with Public Contract Code §3400, the District will not consider or accept alternatives or substitutions for any Specified Items so identified.

5. **Payment Bond; Performance Bond.** Prior to commencement of Work, the Contractor shall obtain and deliver to the District a Labor and Materials Payment Bond and a Performance Bond. Bonds required hereunder will be accepted by the District only if: (a) they are in the form and content included in the Contract Documents; (b) the Bonds are issued by an Admitted Surety Insurer under California law; and (c) in a penal sum equal to one hundred percent (100%) of the Contract Price.

6. **Safety; Security.** The Contractor shall comply with all applicable laws, ordinances, rules, or regulations pertaining to safety at the Site, including without limitation, implementation and enforcement of safety programs. The Contractor shall implement and maintain safety measures such as fencing, barricades, signs, lights and other precautions to prevent injury or death to persons or damage to property, as required or appropriate by the circumstances or the nature of the Work. The Contractor is responsible for securing the Site and Work in place or in progress (including materials/equipment/tools situated at the Site) to prevent theft, loss or damage.

7. **Labor.**

7.1 **Prevailing Wage Rates; Hours of Work.** The Contractor and all Subcontractors shall: (a) pay their respective workers wage rates not less than the prevailing wage rate established for the classification, trade or work performed by each worker; (b) maintain complete and accurate payroll records for workers engaged in the Work; and (c) if requested by the District, provide Certified Payroll records as required by applicable laws. The Contractor and Subcontractors shall not permit any worker to provide more than eight (8) hours of work per day or forty (40) hours per week without additional compensation as mandated by law. The Contractor shall be subject to all penalties and assessments provided by law or regulation for violation(s) of the prevailing wage rate or hours of work requirements.

7.2 **Apprentices.** Apprentices, if any engaged in performing any portion of the Work shall be in strict conformity with applicable laws, rules and regulations, including without limitation, Labor Code §§1777.5 through 1777.7, which are incorporated herein by this reference.

7.3 **Competency and Discipline.** The Contractor shall enforce strict discipline and good order among the Contractor's employees, the employees of any Subcontractor and all other persons performing any part of the Work at the Site. Personnel of the Contractor or any Subcontractor shall be subject to removal from the Site for violations of applicable law or District policies. The Contractor shall not permit employment of unfit persons or persons not skilled in tasks assigned to them and shall dismiss from its employ and direct any Subcontractor or Sub-subcontractor to dismiss from their employment any person deemed by the District to be unfit or incompetent to perform Work.

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

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

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

10. **Payment of the Contract Price.** The District will make payment of the Contract Price upon completion of the Work, the Contractor’s full performance of all other obligations under this Contract and the Contractor’s submission of a properly itemized invoice. Upon receipt of the Contractor’s invoice, the District Representative will promptly verify that the Work has been completed and that the Contractor has performed all other obligations hereunder. Within thirty (30) days of the District Representative’s confirmation of the completion of Work and the Contractor’s performance of other obligations hereunder, the District will make payment of the Contract Price. If the Contract Time is a duration of sixty (60) days or more, the Contractor may submit invoices on a monthly basis for the value of Work completed in the prior month, whereupon the District Representative will promptly verify that the Work has been completed as indicated in the Contractor’s invoice. Within thirty (30) days of the date of such verification, the District will make payment equal to ninety-five percent (95%) of the value of the Work completed. Within sixty (60) days of completion of all Work and all other of the Contractor’s obligations hereunder, amounts previously retained from prior invoices will be released to the Contractor. The District may, in its sole discretion, condition payment of the Contract Price, or any portion thereof, upon: (a) the Contractor’s preparation of a Schedule of Values for review and acceptance by the District’s Representative; (b) the submittal of executed Waivers and Releases (on Progress Payment or Final Payment, as applicable) for the Contractor and all Subcontractors receiving any portion of the Contract Price; and/or (c) delivery of Certified Payroll records of the Contractor and Subcontractors. The District may withhold payment of the Contract Price if: (a) there are claims or the probability of claims being submitted by Subcontractor, Material Suppliers or others in connection with the Work; (b) defective or non-conforming Work which is not remedied; or (c) there are any uncured Contractor defaults. Notwithstanding any provision of the Contract Documents to the contrary, no payment will be made to the Contractor upon completion of the Work unless the Contractor has completed and submitted the form of Asbestos and Other Hazardous Materials Certification set forth in Attachment B hereto.

11. **Insurance.** The Contractor and its Subcontractors shall, at all time during the Work, maintain Workers Compensation, Employers Liability, and Commercial General Liability Insurance in the minimum coverage amounts set forth in the Contract. The Contractor’s Commercial General Liability Insurance shall **endorse** the District as an Additional Insured. The Contractor shall maintain a policy of Builders Risk Insurance covering the full insurable value of the Work; if noted as a requirement in the Contract, the Builder’s Risk Insurance shall include seismic coverage. All policies of insurance shall include provisions that the policy of insurance will not be materially modified, cancelled or allowed to expire without at least thirty (30) days advance notice to the District. Prior to commencing the Work, the Contractor shall deliver Certificates of Insurance of itself and its Subcontractors evidencing the required insurance coverages. No Work at the Site by the Contractor or any Subcontractor will be permitted unless the Contractor and Subcontractor, as applicable has/have submitted Certificates of Insurance evidencing the required insurance policies hereunder to the District Representative.
12. **Indemnification.** Unless arising solely out of the active negligence or willful misconduct of the District, the Contractor shall indemnify, defend and hold harmless the District, the District’s Board of Trustees and all members thereof and the District’s employees, officers, agents and representatives from all claims, demands and liabilities, including without limitation, attorneys fees, which arise out of or related in any manner to this Contract or the Work. The Contractor’s obligations hereunder include without limitation: (a) injury to, or death of, persons; (b) damage to property; (c) theft or loss of property; (d) Stop Notice claims; and (e) other losses, damages or costs arising out of, in whole or in part, of the acts, omissions or other conduct of the Contractor or Subcontractors. The Contractor’s obligations hereunder shall survive termination of the Contract and/or completion of the Work, and are deemed incorporated into and made a part of the obligations of the Surety issuing the Performance Bond.

13. **District Right to Terminate.** The Contractor’s failure to comply with any term or condition of the Contract Documents shall constitute default of the Contractor; in such event, the District may terminate the Contract upon seven (7) days written notice to the Contractor. Unless the Contractor shall have commenced, and diligently thereafter prosecute to completion, all required actions to cure such default(s), this Contract shall be deemed terminated without further action of the District; such termination shall be effective the seventh (7th) day after the date of the District’s written notice. If the District terminates the Contract for default of the Contractor, the Contractor and the Performance Bond Surety shall be liable to the District for all losses, costs and damages arising out of the Contractor’s default and costs to complete the Work which exceeds the remaining Contract Price at the time of termination. In addition to the preceding, the District may terminate this Contract at any time for the convenience of the District by written notice to the Contractor, in which case, the payment of the Contract Price shall be limited to the value of the Work in place or in progress at the time of the termination for the District’s convenience.

14. **Warranty.** If within one (1) year, or such other period set forth in the Contract Documents, any of the Work or workmanship is found defective or not in compliance with the Contract Documents, the Contractor shall upon the District’s demand, promptly take all measures necessary to correct, repair or replace such Work or workmanship. If the Contractor fails to do so, the District may take necessary action to correct, replace or repair such Work or workmanship at the cost and expense of the Contractor.

15. **Tests/Inspections of the Work.** The Work shall be subject to tests/inspections as required by the Contract Documents. The Contractor shall be liable excessive costs of tests/inspections which result from the Work not being ready for tests/inspections or the failure of the Work to comply with the applicable test/inspection standards. If the Work is subject to the jurisdiction of the Division of State Architect (“DSA”), all of the Work shall be subject to inspection/observation by the Project Inspector retained by the District under DSA regulations. The Project Inspector shall have access at all times to the Work, whether in place or in progress; the Contractor shall provide such access without adjustment of the Contract Price or the Contract Time.

16. **Liquidated Damages.** Should the Contractor neglect, fail or refuse to complete the Work within the Contract Time set forth in the Agreement (subject to adjustments authorized under the Contract Documents), the Contractor agrees to forfeit and pay to the District the amount of **Five Hundred Dollars ($500) for per diem Liquidated Damages**, not as a penalty but as Liquidated Damages, for every day beyond the Contract Time, as adjusted, until the Project is completed and accepted by the District. The Liquidated Damages amounts set forth herein are agreed upon by and between the Contractor and the District because of the difficulty of fixing the District’s actual damages in the event of delayed Project Completion. The Contractor and the District specifically
agree that said amount is a reasonable estimate of the District’s damages in such event, and that such amount does not constitute a penalty.

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

18. **Miscellaneous.**

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

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

18.3 ** Governing Law; Interpretation.** This Contract shall be governed by the laws of the State of California. This Contract shall be interpreted as a whole and not in favor of the District or the Contractor.
18.4 **Successors.** This Contract shall be binding upon and inure to the benefit of the respective successors-in-interest of the District and the Contractor. The foregoing notwithstanding, the Contractor shall not assign this Contract, any right or obligation hereunder or any portion thereof.

18.5 **Permits; Approvals.** Unless otherwise expressly provided in the Contract Documents, the Contractor shall obtain and pay for all fees, permits or approvals necessary to complete the Work.

18.6 **Waiver of Consequential Special Damages.** Notwithstanding any right conferred by law or arising by operation of law, by executing the Agreement, the Contractor expressly waives and relinquishes any and all right or entitlement to assert or recover any damages, losses or liabilities from the District which are in the nature of special or consequential damages, losses or liabilities arising out of or related in any manner to the District’s breach or default of its obligations under the Contract Documents.

18.7 **Permits; Approvals.** Unless otherwise expressly provided in the Contract Documents, the Contractor shall obtain and pay for all fees, permits or approvals necessary to complete the Work.

18.8 **Waiver of Consequential Special Damages.** Notwithstanding any right conferred by law or arising by operation of law, by executing the Agreement, the Contractor expressly waives and relinquishes any and all right or entitlement to assert or recover any damages, losses or liabilities from the District which are in the nature of special or consequential damages, losses or liabilities arising out of or related in any manner to the District’s breach or default of its obligations under the Contract Documents.

18.9 **Days.** Unless otherwise stated in the Contract Documents, all references to “days” shall be deemed references to calendar days.

18.10 **Severability.** If any term, condition or provision of this Contract is deemed invalid, illegal or unenforceable by a Court of competent jurisdiction, such term, condition or provision shall be deemed severed herefrom, but all other terms, conditions and provisions hereof shall remain unaffected and in full force and effect.

18.11 **Entire Agreement.** This Contract and the Contract Documents enumerated herein constitute the entire agreement and understanding of the District and the Contractor concerning the subject matter hereof.
ASBESTOS AND OTHER HAZARDOUS MATERIALS CERTIFICATION
(ATTACHMENT B TO CONTRACT)

This Asbestos and Other Hazardous Materials Certification form is part of the Contract made by and
between the Cabrillo Community College District (“District”) and ___________________________
(“Contractor”) for the work of improvement commonly referred to as B14-10 BLDG 1000 CHILLED
WATER SYSTEM-ENERGY IMPROVEMENTS (hereinafter referred to as the “Project”).

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

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

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

Executed on this ______ day of ______, 201_ at _________________________.

Name of Contractor (Print or Type)

By: __________________________________
Signature

Print Name

Title

By: __________________________________
Signature

Print Name

Title

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

Notary Public in and for the State of California
My Commission Expires:
SITE ACTIVITY LIMITATIONS
(ATTACHMENT C TO CONTRACT)

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

1. Building 1000, is the Library, for the college and also houses other offices. We will have students present and staff working as the construction is going on. The Bldg 1000 Chiller will be replaced in the same time frame so coordination with the other contractor will be important. It will be critical to stay on schedule, this job needs to be complete and paid by our fiscal year end (June 30, 2014).

2. Contractor must work with the Project Manager to schedule work so classes, offices and public functions are not disturbed. There is a strict timeline when the work can be completed. Contractor must follow the outlined construction schedule:
   a. Work can begin on Tuesday, May 27, 2014.
   b. Substantial & Final Completion by Friday, June 27, 2014.

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

STATE OF CALIFORNIA
COUNTY OF _______________________

I, ____________________________, being first duly sworn, deposes and says

(Typed or Printed Name)

that I am the ________________________ of _________________________________.

>Title)             (Contractor Name)

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

1. The Request for Quote is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization or corporation.

2. The Request for Quote is genuine and not collusive or sham.

3. The Contractor has not directly or indirectly induced or solicited any other Contractor to put in a false or sham Request for Quote, and has not directly or indirectly colluded, conspired, connived, or agreed with any other Contractor or anyone else to put in sham the Request for Quote, or to refrain from submitting a Request for Quote.

4. The Contractor has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the Request for Quote price, or that of any other Contractor, or to fix any overhead, profit or cost element of the Quote price or that of any other Contractor, or to secure any advantage against the public body awarding the contract or of anyone interested in the proposed contract.

5. All statements contained in the Request for Quote and related documents are true.

6. The Contractor has not, directly or indirectly, submitted the Request for Proposal price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any person, corporation, partnership, company, association, organization, Request for Proposal depository, or to any member or agent thereof to effectuate a collusive or sham Request for Proposal.

Executed this ____ day of ___________, 20__ at ______________________________.  

(City, County and State)

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

_________________________________________________ _________________________________________________________

Signature           (Address)

__________________________________________________ _______________________________________________________

Name Printed or Typed      (City, County and State)

(________) _______________________________________________  

(Area Code and Telephone Number)
PERFORMANCE BOND

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

THE CONDITION OF THIS OBLIGATION IS SUCH THAT:

WHEREAS, the Obligee, by resolution of its Board of Trustees has awarded to the Principal a Contract for the Work described as B14-10 BLDG 1000 CHILLED WATER SYSTEM-ENERGY IMPROVEMENTS.

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 under the Contract Documents, or 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 or other modifications to the Contract Documents, the Work to be performed under the Contract Documents, or the Drawings or the Specifications.

In the event of the Obligee’s termination of the Contract due to the Principal’s breach or default of the Contract Documents, within twenty (20) days after written notice from the Obligee to the Surety of the Principal’s breach or default of the Contract Documents and Obligee’s termination of the Contract, the Surety shall notify Obligee in writing of Surety’s assumption of obligations hereunder by its election to either remedy the default or breach of the Principal or to take charge of the Work of the Contract Documents and complete the Work at its own expense (“the Notice of Election”); provided, however, that the procedure by which the Surety undertakes to discharge its obligations under this Bond shall be subject to the advance written approval of the Obligee, which approval shall not be unreasonably withheld, limited or restricted. The insolvency of the Principal or the Principal’s mere denial of a failure of
performance or default under the Contract Documents shall not by itself, without the Surety’s prompt, diligent inquiry and investigation of such denial, be justification for Surety’s failure to give the Notice of Election or for its failure to promptly remedy the failure of performance or default of the Principal or to complete the Work.

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

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

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

(Principal's Corporate Seal)            (Surety's Corporate Seal)

By:_________________________________________  By:_________________________________________

(Principal Name) (Surety Name)

____________________________________________
(Typed or Printed Name)

Title: _____________________________________

____________________________________________
(Signature of Attorney-in-Fact for Surety)

(Attach Attorney-in-Fact Certificate)                     (Typed or Printed Name)

( ) ________________________________________
(Area Code and Telephone Number of Attorney-In-Fact for Surety)
Contact name, address, telephone number and email address for notices to the Surety

(Contact Name)

(Address)

(Telephone)

(Email address)
LABOR AND MATERIAL PAYMENT BOND

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

THE CONDITION OF THIS OBLIGATION IS SUCH THAT:

WHEREAS, the Obligee, by resolution of its Board of Trustees has awarded to the Principal a Contract for the Work described as B14-10 BLDG 1000 CHILLED WATER SYSTEM-ENERGY IMPROVEMENTS.

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

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

NOW THEREFORE, if the Principal shall promptly, fully and faithfully make payment to any Claimant for all labor, materials or services used or reasonably required for use in the performance of the Work then this obligation shall be void; otherwise, it shall be, and remain, in full force and effect.

The term “Claimant” shall refer to any person, corporation, partnership, proprietorship or other entity including without limitation, all persons and entities described in California Civil Code §3181, providing or furnishing labor, materials or services used or reasonably required for use in the performance of the Work under the Contract Documents, without regard for whether such labor, materials or services were sold, leased or rented. This Bond shall inure to the benefit of all Claimants so as to give them, or their assigns and successors, a right of action upon this Bond.

In the event suit is brought on this Bond by any Claimant for amounts due such Claimant for labor, materials or services provided or furnished by such Claimant, the Surety shall pay for the same and reasonable attorneys fees pursuant to California Civil Code §3250.

The Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, deletion, addition, or any other modification to the terms of the Contract Documents, the Work to be performed thereunder, the Specifications or the Drawings, or any other portion of the Contract Documents, shall in any way limit, restrict or otherwise affect its obligations under this Bond; the Surety hereby waives notice from the Obligee of any such change, extension of time, alteration, deletion, addition or other modification to the Contract Documents, the Work to be performed under the Contract Documents, the Drawings or the Specifications of any other portion of the Contract Documents.
IN WITNESS WHEREOF, the Principal and Surety have executed this instrument this ________ day of __________, 20__ by their duly authorized agent or representative.

(Principal’s Corporate Seal) 

By:_________________________________________ 

(Signature)

(Principal Name) 

(Type or Print Name)

Title: _______________________________________

(Surety’s Corporate Seal) 

By:_________________________________________ 

(Signature of Attorney-in-Fact for Surety)

(Surety Name) 

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

(Attach Attorney-in-Fact Certificate) 

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

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

(Contact Name)

(Address)

(Telephone)

(Email address)
CERTIFICATE OF WORKERS’ COMPENSATION INSURANCE

I, ______________________________, the ______________________________ of ______________________________,
declare, state and certify that:

1. I am aware that California Labor Code §3700(a) and (b) provides:

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

   (a) By being insured against liability to pay compensation in one or more insurers duly authorized to write compensation insurance in this state.

   (b) By securing from the Director of Industrial Relations a certificate of consent to self-insure either as an individual employer, or one employer in a group of employers, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his or her employees.”

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

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

<table>
<thead>
<tr>
<th>Name of Insurer</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Policy No.</td>
<td></td>
</tr>
<tr>
<td>Expiration Date</td>
<td></td>
</tr>
<tr>
<td>Name, Address, Telephone, Fax and Email Address of contact for Insurer or Broker</td>
<td></td>
</tr>
</tbody>
</table>

____________________________
(Contractor Name)

By: __________________________
(Signature)

____________________________
(Typed or printed name)
DRUG-FREE WORKPLACE CERTIFICATION

I, ____________________________, am the __________________________ of _______________. I declare, state and certify to all of the following:


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:

   A. 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;

   B. 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;

   C. Requiring that each employee engaged in the performance of the Contract be given a copy of the statement required by subdivision (A), 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: (a) the prohibition of any controlled substance in the workplace, (b) establishing a drug-free awareness program, and (c) 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: (a) made a false certification herein, or (b) 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.

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

Executed at ________________________________ this ____ day of __________________________, 20____.

________________________________________
(Signature)

________________________________________
(Handwritten or Typed Name)
GUARANTEE

District: CABRILLO COMMUNITY COLLEGE DISTRICT

Project Name: B14-10 BLDG 1000 CHILLED WATER SYSTEM-ENERGY IMPROVEMENTS

Contractor Name: _____________________________

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

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

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

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

Dated: ________________    By: ____________________________________

(Signature)

_______________________________________
(Typewritten or Handwritten Name)

_______________________________________
(Title)
SPECIAL CONDITIONS

1. **Application of Special Conditions.** These Special Conditions form a part of the Contract Documents for the Work generally described as: **B14-10 BLDG 1000 CHILLED WATER SYSTEM-ENERGY IMPROVEMENTS.**

2. **Contract Time.** The Contract Time for Substantial Completion of the Work is **Thirty-two (32)** days after the date for commencement of the Work, as set forth in the Notice to Proceed issued by or on behalf of the District to the Contractor. Substantial Completion described as:

3. **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.
   
   **3.1. Delayed Substantial Completion.** If Substantial Completion is not achieved on or before expiration of the Contract Time, the Contractor shall be liable to the District for Liquidated Damages from the date of expiration of the Contract Time to the date that the Contractor achieves Substantial Completion of the Work is **Five Hundred Dollars ($500.00)** per day.
   
   **3.2. Delayed Final Completion.** If Final Completion is not achieved on or before expiration of the Contract Time, the Contractor shall be liable to the District for Liquidated Damages from the date of expiration of the Contract Time to the date that the Contractor achieves Final Completion of the Work is **Five Hundred Dollars ($500.00)** per day.
   
   **3.3. Delayed Submission of Submittals.** If the Contractor fails to submit a Submittal in accordance with the Submittal Schedule, the Contractor shall be liable to the District for Liquidated Damages for each delayed Submittal at the rate of **Five Hundred Dollars ($500.00)** from the date that such Submittal was due to be submitted pursuant to the Submittal Schedule and the date that the Contractor actually submits the Submittal to the Architect and/or Engineer.
   
   **3.4. Delayed Punchlist.** If the Contractor fails to complete Punchlist within the time established pursuant to the Contract Documents, the Contractor shall be liable to the District for Liquidated Damages from the date established for completion of Punchlist until the date that all Punchlist is actually completed.
   
   **3.5. 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 Liquidated Damages due from the Contractor.

4. **Copies of Agreement and Bonds.** The number of required executed copies of the Agreement is **one (1)** and the number of required executed copies of the Performance Bond, and the Payment Bond is **one (1).**

5. **Project Manager.** The Project Manager is Jeff Wilden.

6. **District Furnished Drawings and Specifications.** Pursuant to Article 2.1.3 of the General Conditions, the District will furnish to the Contractor for use solely and exclusively in connection with performance of the Work **five (5)** copies of the Drawings and Specifications. Additional copies of the Drawings and Specifications may be reproduced by the Contractor at its cost and expense or may be obtained by the Contractor from the District at the cost of the District’s reproduction plus ten percent (10%).

7. **Notice To Proceed; Commencement of Contract Time.** The Contractor shall commence Work
and the Contract Time shall commence on the date stated in the Notice to Proceed for the commencement of the Work.

8. **Hours and Days of Work at the Site.**

8.1. **Work Hours/Days.** Subject to limitations set forth elsewhere in the Contract Documents and below, the hours/days of Work at the Site are: 7am – 5pm Mondays through Fridays, except for holiday days.

8.2. **Limitations on Work Hours/Days.** Work activities at the Site will be limited or prohibited on days: (i) devoted to student testing or when testing of students may be adversely affected by Work activities at the Site; or (ii) when other special events or functions are scheduled. The Contractor shall familiarize itself with District activities at the Site to avoid Work activity interferences or disturbances to such District activities. The Contractor’s Construction Schedule shall take into account the District activities which limit or preclude Work activities at the Site. The 2013 - 2014 Academic Calendar is attached hereto and incorporated herein for the Contractor’s reference and use.

9. **Contractor Personnel Parking.** Personnel of the Contractor, Subcontractors and others performing Work at the Site will be allowed to park, with a valid District parking permit, in the parking spaces at a location designated 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 or 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.

10. **Site Perimeter Fencing.** The Contractor shall install a chain link fence with fabric privacy screen around the entire perimeter of the Site to prevent dust and debris being blown from the construction area into adjacent areas, including without limitation, adjacent streets and residential areas. Without adjustment of the Contract Time or the Contract Price the Contractor shall maintain all fencing in good condition and clear of any graffiti or damage. The Contractor shall remove or relocate such fencing as directed by the District or the Construction Manager.

11. **Facilities/Services for Project Inspector.** Pursuant to Article 4.14 of the General Conditions, during the Work, the Contractor shall provide/furnish the following facilities/services or other items for use by the Project Inspector: TBD.

12. **District Provided Temporary Utilities.** Pursuant to Article 4.3.4 of the General Conditions, during the Contractor’s performance of the Work, the District will provide utility services and a point of connection for electrical power, data, telephone and domestic potable water utility services. The connection and placement, relocation and removal of temporary distributions of the electrical power and domestic potable water utility service provided by the District will be by the Contractor at its cost and expense without adjustment of the Contract Price. The Contractor may use the temporary electrical power and domestic potable water service furnished by the District provided that: (i) the District may discontinue, limit or condition use of such services by a Contractor if the District reasonably determines that the Contractor has wasted such utilities, and (ii) the District shall not be liable to the Contractor, nor shall the Contract Time or the Contract Price be increased if any District provided temporary utility service is discontinued or disrupted for any reason other than the District’s non-payment of undisputed utility charges. Notwithstanding any provision of the Contract Documents to the contrary, the Contractor shall not use District provided water supply in connection with any earthwork or grading operations; water supply for earthwork or grading operations shall be obtained by the Contractor, without adjustment of the Contract Time or the Contract Price, from an off-site source or mobile water delivery service. Further,
notwithstanding the District’s provision of a point of connection for the Contractor’s telephone/data service at the Site, the Contractor is solely responsible for the payment of utility service charges therefor.

13. **Mark-Ups on Changes to the Work.** In the event of Changes to the Work, pursuant to Article 9 of the General Conditions, the mark-up for all overhead (including home and field office overhead), general conditions costs and profit, shall not exceed the percentage of allowable direct actual costs for performance of the Change as set forth below.

13.1. **Subcontractor Performed Changes.** For the portion of any Change performed by Subcontractors of any tier, the percentage mark-up on allowable actual direct labor and materials costs incurred by all Subcontractors of any tier shall be Twelve Percent (12%). In addition, for the portion of any Change performed by a Subcontractor of any tier, the Contractor may add an amount equal to Five Percent (5%) of the allowable actual direct labor and materials costs of Subcontractors performing the Change; the foregoing mark-up shall not be applied to the Subcontractor mark-up.

13.2. **Contractor Performed Changes.** For the portion of any Change performed by the Contractor’s own forces, the mark-up on the allowable actual direct labor and materials costs of such portion of a Change shall be Fifteen Percent (15%).

13.3. **Bond Premium Costs.** In addition to the foregoing mark-ups on the direct costs of labor and materials, a bond premium expense in an amount equal to the lesser of the Contractor’s actual bond premium rate or one percent (1%) of the total actual direct costs of labor and materials (before Subcontractor and Contractor mark-ups) will be allowed.

13.4. **Exclusions From Mark-Up of Actual Costs.** Mark-ups on the actual cost of materials/equipment incorporated into a Change or for purchase/rental of Construction Equipment shall not be applied to any portion of such costs which are for sales, use or other taxes arising out of the purchase of materials/equipment and/or for purchase/rental of Construction Equipment.

14. **Rain Days.** The Contractor’s Construction Schedules prepared pursuant to Article 7 of the General Conditions shall incorporate the Rain Days set forth below; there shall be no adjustment to the Contract Time on account of unusually severe weather conditions resulting from rainfall until the actual number of Rain Days exceeds the number of Rain Days set forth. The Contractor’s Construction Schedule shall incorporate the following number of Rain Days for each Calendar Month of the Contract Time set forth below:

<table>
<thead>
<tr>
<th>Month</th>
<th>Rain Days</th>
</tr>
</thead>
<tbody>
<tr>
<td>January</td>
<td>four (4)</td>
</tr>
<tr>
<td>February</td>
<td>four (4)</td>
</tr>
<tr>
<td>March</td>
<td>three (3)</td>
</tr>
<tr>
<td>April</td>
<td>two (2)</td>
</tr>
<tr>
<td>May</td>
<td>two (2)</td>
</tr>
<tr>
<td>June</td>
<td>none</td>
</tr>
<tr>
<td>July</td>
<td>none</td>
</tr>
<tr>
<td>August</td>
<td>none</td>
</tr>
<tr>
<td>September</td>
<td>none</td>
</tr>
<tr>
<td>October</td>
<td>two (2)</td>
</tr>
<tr>
<td>November</td>
<td>three (3)</td>
</tr>
<tr>
<td>December</td>
<td>four (4)</td>
</tr>
</tbody>
</table>

15. **Deferred Approval Items.** The following Deferred Approval Items are incorporated into and made a part of the Work: n/a. The Contractor is responsible for preparing all materials necessary for DSA
review and approval of Deferred Approval Items without adjustment of the Contract Time or the Contract Price.

16. Insurance Coverages

16.1. **Contractor Insurance.** Pursuant to Article 6 of the General Conditions, the Contractor shall obtain and maintain the following insurance coverages with minimum coverage amounts as set forth below:

<table>
<thead>
<tr>
<th>Policy of Insurance</th>
<th>Minimum Coverage Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Commercial General Liability Insurance</td>
<td>Per Occurrence: One Million Dollars ($1,000,000)</td>
</tr>
<tr>
<td></td>
<td>Aggregate: Two Million Dollars ($2,000,000)</td>
</tr>
<tr>
<td>Workers Compensation</td>
<td>In accordance with the Laws</td>
</tr>
<tr>
<td>Employers Liability</td>
<td>One Million Dollars ($1,000,000)</td>
</tr>
<tr>
<td>Builders Risk</td>
<td>Full insurable value of the Work; Seismic coverage:</td>
</tr>
<tr>
<td></td>
<td>Not Required</td>
</tr>
<tr>
<td></td>
<td>X Required-Yes Required</td>
</tr>
</tbody>
</table>

**Subcontractor Insurance.** Pursuant to Article 6 of the General Conditions, each Subcontractor shall obtain and maintain the following insurance coverages with minimum coverage amounts as set forth below:

<table>
<thead>
<tr>
<th>Policy of Insurance</th>
<th>Minimum Coverage Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Commercial General Liability Insurance</td>
<td>Per Occurrence: One Million Dollars ($1,000,000)</td>
</tr>
<tr>
<td></td>
<td>Aggregate: Two Million Dollars ($2,000,000)</td>
</tr>
<tr>
<td>Workers Compensation</td>
<td>In accordance with the Laws</td>
</tr>
<tr>
<td>Employers Liability</td>
<td>One Million Dollars ($1,000,000)</td>
</tr>
</tbody>
</table>

[END OF SECTION]
DISABLED VETERAN BUSINESS ENTERPRISE ("DVBE")
PARTICIPATION GOAL PROGRAM POLICY

1. DVBE Participation Goal Program Policy. CABRILLO COMMUNITY COLLEGE
DISTRICT ("the District") is committed to achieving the legislatively and administratively
established Participation Goal for Disabled Business Enterprises ("DVBEs"). Through the
DVBE Participation Goal Program, the District encourages contractors to ensure
maximum opportunities for the participation of DVBEs in the Work of the Contract. The
District's commitment to the achievement of DVBE Participation Goal for the Work of the
Contract shall not, however, result in the District's discrimination in the award of the
Contract on the basis of ethnic group identification, ancestry, religion, age, sex, race,
color, or physical or mental disability.

2. Definitions.
   2.1 Disabled Veteran. A "Disabled Veteran" means a veteran of the military, naval, or
air service of the United States with at least ten percent (10%) service-connected
disability who is a resident of the State of California.
   2.2 Disabled Veteran Business Enterprise. A "Disabled Veteran Business
Enterprise" ("DVBE") means a business enterprise certified by the Office of Small
and Disabled Veteran Business Enterprise Services, State of California,
Department of General Services, pursuant to Military and Veterans Code §999, as
a DVBE.
   2.3 Good Faith Efforts. As use herein, the term "Good Faith Efforts" shall be deemed
to mean demonstrable and effective efforts of the bidder to seek out, consider and
secure DVBEs as potential Subcontractors or Material Suppliers, or both, in order
to meet the Participation Goal; the Good Faith Efforts must be an active and
aggressive effort to meet the Participation Goal, as more particularly set forth
herein.

3. Participation Goal
   3.1 Participation Goal Defined. The term "Participation Goal" is a numerically
expressed objective for DVBE participation in performing the Work of the Contract.
The DVBE Participation Goal is not a quota, set-aside, or rigid proportion.
   3.2 DVBE Participation Goal. The DVBE Participation Goal is Three Percent (3%) of
total amount of bidder's Bid Proposal, inclusive of the value of additive Alternate
Bid Items, if any.

   4.1 Good Faith Efforts. The Bid Proposal submitted by any bidder who has not met
the DVBE Participation Goal shall be considered responsive only if the bidder
represents that it made Good Faith Efforts to meet the DVBE Participation Goal.
   4.2 Good Faith Efforts to Meet DVBE Participation Goal. A bidder must secure the
participation of DVBEs in a timely manner to ensure that potential DVBE subcontractors
or Material Suppliers have an adequate opportunity to respond to
the bidder's solicitation of sub-bids and be given serious consideration by the
bidder prior to the closing time for the receipt of Bid Proposals. Such Good Faith
Efforts shall include, without limitation:
   (a) The bidder's identification of portions of the Work which may be
provided or performed by DVBE Subcontractors and/or Material Suppliers
and actively and sincerely seek DVBEs for those identified portions of the
Work;
(b) Contact local, state and/or federal agencies, and local DVBE organizations to identify potential DVBEs for performing portions of the Work;
(c) Advertise (with sufficient time for submission of sub-bids and the bidder’s good faith consideration of the same) prior to the last date for submittal of Bid Proposals in: (i) one or more daily or weekly newspapers of general circulation published in the locality of the Work, and (ii) one or more construction trade publications, and (iii) one or more construction trade publications, journals or papers focusing on DVBEs. Each of the advertisements pursuant to the preceding, must state the following: (i) identification of the general description of the Work and an identification of the District; (ii) state the closing date and time for the District’s receipt of Bid Proposals; (iii) state the last date and time for submission of sub-bids from DVBEs to the bidder; (iv) request sub-bids from DVBE Subcontractors or Material Suppliers; (v) identify the type of Work of the Contract available for sub-bids by DVBEs; and (vi) unequivocally state the requirement of bonds, if any, of a DVBE sub-bidder and who is to bear the expense of obtaining any required bonds;
(d) Solicit by direct mail, telephone or personal contact a sufficient number of DVBEs who offer work or services appropriate for the Work identified by the bidder under (a) above. Solicitations shall be made in a timely manner and contain sufficient information for a sub-bidder to make a reasonable sub-bid and the bidder’s good faith consideration of the same, including, without limitation, the following: (i) identification of the general description of the Work and an identification of the District; (ii) state the closing date and time for the District’s receipt of Bid Proposals; (iii) state the last date and time for submission of bids from DVBEs to the bidder; (iv) request sub-bids from Subcontractors or Material Suppliers; (v) identify the type of Work of the Contract available for sub-bids by DVBEs; and (vi) unequivocally state the requirement of bonds of a DVBE sub-bidder and who is to bear the expense of obtaining any required bonds;
(e) The bidder shall follow-up initial expressions of interest of DVBEs in performing a portion of the Work by contacting such DVBEs to determine with certainty whether such DVBEs are interested in performing specific items of the Work of the Contract and submitting a sub-bid for a portion of the Work; and
(f) The bidder shall negotiate in good faith with potential DVBEs Subcontractors or Material Suppliers and shall not unjustifiably reject, as unsatisfactory, bids prepared by any DVBE for a portion of the Work of the Project. In the event that the District shall reasonably determine that the bidder has failed to engage in good faith negotiations with a potential DVBE participant or rejects the sub-bid of a DVBE without justification, the District may deem the Bid Proposal of such bidder to be non-responsive.

5. Documentation of Achievement of Participation Goal or Good Faith Efforts. Each Bidder shall note, where indicated, in the form of Bid Proposal whether the DVBE Participation Goal was achieved and if not, that Good Faith Efforts were made to achieve the DVBE Participation Goal. The bidders submitting the three lowest priced Bid Proposals (as determined at the time of the District’s public opening and reading of Bid Proposals), shall submit to the District documentation and supporting evidence of achievement of the DVBE Participation Goal or Good Faith efforts to achieve the
**DVBE Participation Goal.** Such documentation and supporting evidence shall be in the form of duly completed forms of the DVBE Participation Worksheets issued by the District; unless modified by the District, completed DVBE Worksheets must be submitted to the District Purchasing Department no later than 5:00 p.m. of the third working day after the opening of Bid Proposals. The District may, at its discretion, request that bidders, other than the bidders submitting the three lowest priced Bid Proposals, submit documentation of compliance with the DVBE Participation Goal Program at any time after the District’s opening of Bid Proposals and prior to the District’s award of the Contract. **If a bidder is required by the District to submit DVBE Participation Goal Program documentation, the failure of any bidder to timely submit complete and accurate documentation on DVBE Participation Worksheets issued by the District will render the bidder’s Bid Proposal non-responsive and rejected.**

6. **Counting of DVBE Participation.**
   6.1 **Certification.** DVBEs must be certified in the category identified prior to the closing time for the District’s receipt of Bid Proposals; any DVBE who is not so certified will result in such DVBE not counting towards the DVBE Participation Goal.
   6.2 **Bidder Acceptance of Sub-Bid.** Sub-bids of DVBEs shall be accepted by the bidder prior to the closing time for the District’s receipt of Bid Proposals, with such acceptance subject only to the District’s award of the Contract to the bidder.
   6.3 **Value of Participation Goal.** The total dollar value of a contract between the bidder and a certified DVBE will count towards the DVBE Participation Goal.
   6.4 **Joint Ventures.** If a DVBE is a member of a joint venture, only the dollar value of the Work actually performed by the DVBE member of the joint venture will count towards the DVBE Participation Goal, unless the joint venture entity itself is certified as a DVBE.
   6.5 **Bidder as DVBE.** A bidder certified as a DVBE may count towards the Participation Goal the dollar value of the Work actually performed by the bidder’s own forces. A bidder certified as a DVBE is not relieved from meeting the DVBE Participation Goal or making Good Faith Efforts to achieve the Participation Goal if the value of its Work is less than the DVBE Participation Goal.
   6.6 **Lower Tier Subcontractors; Material Suppliers.** The bidder may count towards the DVBE Participation Goal the total dollar value of contracts let by its Subcontractors or Material Suppliers to lower tier Subcontractors or Material Suppliers certified as DVBEs provided that such lower tier Subcontractors or Material Suppliers actually assume the contractual responsibility and obligation for the total dollar value of the Work or materials to be supplied by such lower tier Subcontractors or Material Suppliers.
   6.7 **Commercially Useful Functions.** DVBEs used by the bidder to establish achievement of the Participation Goal shall be considered as meeting the Participation Goal only if the DVBE is responsible for execution of a distinct element of the Work of the Contract, carry out its obligations by actually performing, managing, or supervising the Work for which the DVBE is responsible for executing. Such DVBEs must be responsible for the portion of the Work which is normal for its business services and functions. A DVBE Subcontractor who subcontracts a significantly greater portion of the Work assumed by the DVBE Subcontractor than would be considered normal and usual under industry standards and practices will not be presumed to be performing a commercially useful function, and such DVBE Subcontractor will not count or be considered for purposes of achieving the Participation Goal.
7. **Substitution of DVBEs.** In the event that bidder awarded the Contract deems it necessary to substitute a DVBE Subcontractor or Material Supplier identified in the Subcontractor’s List submitted with the bidder’s Bid Proposal, all provisions of the Contract Documents relating to the substitution of Subcontractors shall be applicable and complied with by the successful bidder. In addition to the provisions of the Contract Documents relating to the substitution of listed Subcontractors, if a DVBE under a direct contract with the bidder is to be substituted, the successful bidder is strongly encouraged to substitute the listed DVBE with an equivalent and certified DVBE.

8. **Monitoring of DVBE Participation.**
   
   8.1 **DVBE Participation Worksheets.** If the bidder awarded the Contract is required by the District to complete and submit DVBE Participation Worksheets, the completed forms of DVBE Participation Worksheets submitted by the bidder shall be deemed a part of the Contract Documents.
   
   8.2 **Continuing Responsibilities.** Efforts of the successful bidder to include the participation of DVBEs in the performance of the Work of the Contract shall not terminate with the award of the Contract to such bidder. The successful bidder’s efforts to secure the participation of DVBEs shall continue for the duration of the Work of the Contract, including when the successful bidder is purchasing materials, equipment, supplies, and/or needs additional Subcontractors (including substitution of listed Subcontractors).
   
   8.3 **DVBE Participation Reports and Data.** During performance of the Work of the Contract, the successful bidder shall maintain complete and accurate records of DVBE Participation in executing the Work. From time-to-time, upon the request of the District the bidder awarded the Contract shall submit reports, in form and content satisfactory to the District, regarding DVBE Participation in the Work of the Contract, including the participation of DVBEs in the performance of approved Changes to the Work. The failure or refusal of the successful bidder to submit reports of DVBE Participation during performance of the Work within ten (10) days of the District’s request for such reports may be deemed by the District to be the successful bidder’s default of a material obligation of the Contract and thereupon, the District may exercise any right or remedy provided for under the Contract Documents or at law, including without limitation termination of the Contract for default or the withholding of payments otherwise due under the Contract Documents until such report(s) is/are received. If requested by the District, upon completion of the Work of the Contract, the successful bidder shall submit a final report identifying all DVBEs utilized in the performance of the Work, the type or classification of the Work performed by each such DVBE and the dollar value of the Work performed by each such DVBE. In the event that the District shall request a report of DVBE utilization upon completion of the Work of the Contract, the submission of such report in form and content satisfactory to the District shall be deemed a condition precedent to the District’s obligation to make payment of the Final Payment under the Contract Documents. In such event, the submission of such final report shall be in addition to, and not in lieu of any other conditions precedent set forth in the Contract Documents for the District’s obligation to make payment of the Final Payment. The bidder awarded the Contract shall maintain books and records of DVBE Participation in the Work for at least three (3) years following completion of the Project; during such time, the District shall have access, upon reasonable advance notice, to such books and records for inspection or reproduction.
   
   8.4 **Contract Audit.** The successful bidder awarded the Contract agrees that the
District, or its designee, shall have the right to review, obtain and/or copy any and all writings, materials, documents and other records pertaining to utilization of DVBEs in performance of the Contract. The successful bidder awarded the Contract agrees that the District, or its designee, shall have access to any of the successful bidder’s premises upon reasonable notice, during usual business hours for the purpose of interviewing employees and inspecting and/or copying such writings, materials, documents and other documents which may be relevant to a matter under investigation for the purpose of determining compliance with the DVBE Participation Goal Program Policy.

9. **Capitalized Terms.** Capitalized terms used herein shall be as defined herein or elsewhere in the Contract Documents.
DVBE PARTICIPATION WORKSHEETS
DVBE ATTACHMENT A
BIDDER’S DVBE STATEMENT

1. General Information.

Bidder’s Name: ______________________________________________________

Total Amount of Bidder’s Bid Proposal (inclusive of additive Alternate Bid Items, if any):

2. Bidder’s Compliance With DVBE Participation Program. (Check the appropriate statement).

☐ The bidder has achieved or exceeded the DVBE Participation Goal and all DVBEs counting towards the DVBE Participation Goal are set forth and identified in Attachments C-1, C-2 and C-3.

☐ The bidder did not achieve the Participation Goal for DVBEs, but has made the required Good Faith Efforts to secure the participation of DVBEs in accordance with guidelines established in the District’s DVBE Participation Goal Program.

3. DVBE Participation Achieved.

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<thead>
<tr>
<th>Participation Goal</th>
<th>Participation Achieved</th>
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<tr>
<td>DVBEs: 3%</td>
<td>DVBEs: ___%</td>
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4. Submittal of Documentation.

Concurrently with the submittal of this Bidder’s DVBE Statement, the Bidder has also submitted duly completed, and executed if required, forms of Attachments B, C, D, E, F, G and H of these DVBE Participation Worksheets to the extent required by the District’s DVBE Participation Goal Program Policy. All of the information provided by the Bidder in its responses to Attachments B, C, E, F, G and H are true, correct and accurate; there are no omissions in the responses of the Bidder to the foregoing Attachments which render any of the Bidder’s statements or information provided therein to be false or misleading. Incomplete, inaccurate, false, misleading statements or omissions rendering responses to be false or misleading will render the Bid Proposal non-responsive and rejected.

5. Certification of DVBE Status.

The bidder certifies, warrants and represents to the District that the bidder has exercised due diligence in ascertaining the status of each proposed DVBE identified in Attachment C as a DVBE in compliance with the applicable provisions of the District’s DVBE Participation Program Policy and applicable law. By executing and submitting this Bidder’s DVBE Statement, the Bidder represents to the District that each DVBE identified in Attachment C is duly and properly certified as a DVBE in conformity with the District’s DVBE Program Goal Policy and applicable law. The Bidder acknowledges that if the District shall reasonably determine that any DVBE identified in the bidder’s responses to Attachment C is not a duly and properly certified DVBE, the Bid Proposal may be rejected by the District as being non-responsive. For each DVBE identified in Attachment C, the Bidder has submitted forms of DVBE Certification (Attachment D) duly completed and executed by each such DVBE.
6. Authority to Execute.
The individual executing this Bidder’s DVBE Statement on behalf of the bidder warrants and represents to the District that she/he is duly authorized to execute this Bidder’s DVBE Statement on behalf of the Bidder.

Executed this ___ day of ____________ 20__, at _________________________.
(City and State)

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

________________________
(Signature)

________________________
(Name of Individual Executing Statement)
[Printed or Typed]
Bidder Name: ________________________________

Project Name: B14-10 BLDG 1000 CHILLED WATER SYSTEM-ENERGY IMPROVEMENTS

List each item of Work, including supplies, equipment, services, and trucking made available to DVBEs. Also list the approximate dollar value and approximate percentage of the bidder’s total Bid Proposal amount that each item of Work identified below represents. (Photocopy if additional sheets are needed.)

<table>
<thead>
<tr>
<th>Item or Description of Work</th>
<th>Approximate Dollar Value</th>
<th>Approximate % of Total Amount of Bid Proposal</th>
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INSTRUCTIONS FOR COMPLETION OF ATTACHMENT C (DVBE PARTICIPATION SUMMARY)

1. **Submittal of Attachment C.** The Bidder shall complete and submit Attachment C regardless of whether or not such bidder has achieved some or all of the Participation Goal. Failure of the Bidder to submit completed form of Attachment C as and when required by the DVBE Participation Goal Program Policy will result in the District rejecting the Bid Proposal of such Bidder as being non-responsive.

2. **Firm Name.** State name of the enterprise proposed by the Bidder for meeting DVBE Participation Goal; the full name of each enterprise identified must be listed and if the enterprise conducts business under a fictitious business name, the same shall be stated. If the Bidder is a certified DVBE and wishes to be counted in the category certified for purposes of meeting the Participation Goal, the bidder must be identified in Attachment C.

3. **Item or Description of Work.** Identify, with specificity, the item or portion of the Work of the Contract to be provided or performed by the proposed DVBEs identified.

4. **Contracting With.** Identify the name of the company or firm with whom the proposed DVBE will be contracting with in connection with the Work of the Contract.

5. **Tier.** Identify the tier of contracting for each proposed DVBE with the following designations:

   0 = Bidder.

   1 = First Tier Subcontractor or Material Supplier under a direct contract with the bidder.

   2 = Second Tier Subcontractor or Material Supplier under a direct contract with a First Tier Subcontractor or Material Supplier, regardless of whether or not the First Tier Subcontractor or Material Supplier is a DVBE.

   3 = Third Tier Subcontractor or Material Supplier under a direct contract with a Second Tier Subcontractor or Material Supplier, regardless of whether or not the Second Tier Subcontractor or Material Supplier is a DVBE.

6. **Claimed Value.** Set forth the total dollar value of the Work to be provided or performed by the proposed DVBE. The dollar value set forth in the responses to Attachments C must conform with the applicable provisions of the District’s DVBE Participation Program Goal Policy.

7. **Certification.** For each DVBE identified in Attachment C, the Bidder shall indicate in this column whether such DVBE is self-certified or certified by a public agency as a DVBE. The Bidder’s completion of this portion of Attachment C with respect to each DVBE identified therein is in addition to and not in lieu of the Bidder’s submittal of duly completed and executed forms of DVBE Certification (Attachment D) from each proposed DVBE identified in Attachment C.
DVBE PARTICIPATION WORKSHEETS
ATTACHMENT C
DVBE PARTICIPATION SUMMARY

Bidder Name: ________________________________

Project Name: B14-10 BLDG 1000 CHILLED WATER SYSTEM-ENERGY IMPROVEMENTS

<table>
<thead>
<tr>
<th>Firm Name</th>
<th>Item or Description of Work</th>
<th>Contracting with</th>
<th>Tier</th>
<th>Claimed Value</th>
<th>Certification</th>
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DVBE PARTICIPATION WORKSHEETS
INSTRUCTIONS FOR COMPLETION OF
DVBE ATTACHMENT D
DVBE CERTIFICATION

1. The Bidder submitting a Bid Proposal to the District shall make available to each DVBE identified by the Bidder in its responses to Attachment C a copy of the DVBE Certification (Attachment D) for completion and execution by each such DVBE.

2. The Bidder required by the DVBE Participation Goal Program Policy to submit documentation of compliance with the DVBE Participation Goal Program shall submit duly completed and executed forms of the DVBE Certification of each DVBE identified in the Bidder’s responses to Attachment C. The failure or refusal, for any reason, of the Bidder to submit such completed and executed DVBE Certification(s) of each DVBE identified in the Bidder’s responses to Attachment C as and when required by the DVBE Participation Goal Program Policy will result in the District rejecting the Bid Proposal of such Bidder as being non-responsive.

3. Each DVBE identified in the Bidder’s responses to Attachment C shall complete and execute, under penalty of perjury, a DVBE Certification. Each such DVBE and the Bidder acknowledge that in the event that the District shall reasonably determine that there are any responses in the DVBE Certification(s) submitted which are incomplete, false or misleading or which omit facts rendering responses therein to be false or misleading, the District will reject the Bid Proposal of such Bidder as being non-responsive.
DVBE PARTICIPATION WORKSHEETS
DVBE ATTACHMENT D
DVBE CERTIFICATION

1. General Information.

Company Name: ______________________________________________________________
Address: ________________________________________________________________________
City/State/Zip Code: ________________________________________________________________________
Services or Goods Generally Provided: ________________________________________________
Services or Goods to be Provided to Bidder: ________________________________________________
Name of Contact: _________________________________________________________________
Telephone Number: ____________________ Fax Number: _______________________
Tax I.D. Number: ________________________________________________________________________

2. Certification of DVBE Status (check the appropriate section).
The above-identified DVBE is certified as such by the Office of Small Business and Disabled Veteran Enterprise Services, State of California Department of General Services. A true and correct copy of such certification is attached hereto. The bidder and the above-identified DVBE acknowledge that if certification of the above-identified DVBE is not attached, the above-identified DVBE will not be counted or considered for purposes of the bidder’s achievement of the Participation Goal.

3. Authority to Execute.
The undersigned individual executing this DVBE Certification warrants and represents to the District that she/he has made diligent inquiry to ascertain that all of the information provided herein is true, correct and complete, that there are no omissions of fact in any of the responses herein which would render such responses false or misleading and that she/he is duly authorized to execute this DVBE Certification on behalf of the above-identified DVBE.

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.

______________________________
(Signature)

_______________________________
(Name of Individual Executing DVBE Certification)
[Printed or Typed]
DVBE PARTICIPATION WORKSHEETS
ATTACHMENT E
DVBE CONTACTED

For each Subcontractible Item of the Work identified in the Bidder’s response to Attachment B (Subcontractible Items of the Work):

1. List all the DVBEs you solicited sub-bids from and how you obtained each firm’s name;
2. Indicate method and date of solicitation (all written solicitations must conform with Public Contract Code § 4108 with respect to bonding requirements, if any);
3. List the method and date of follow-up and the person you contacted;
4. USE ONE SHEET FOR EACH SUBCONTRACTIBLE ITEM OF WORK IDENTIFIED IN ATTACHMENT B. (Photocopy as many sheets of this Attachment E as necessary.)

Bidder Name: ____________________________________________________________

Project Name: B14-10 BLDG 1000 CHILLED WATER SYSTEM-ENERGY IMPROVEMENTS

<table>
<thead>
<tr>
<th>DVBE Solicited &amp; Source of the Firm’s Name</th>
<th>Method &amp; Date of Solicitation</th>
<th>Follow-up Method, Date &amp; Person Contacted</th>
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DVBE PARTICIPATION WORKSHEETS
ATTACHMENT F
DVBE SUB-BIDS NOT ACCEPTED BY BIDDER

List all DVBEs who submitted bids or quotations to the Bidder which were not accepted. Indicate if the sub-bidder is a DVBE, identify the item of Work or materials, list the Subcontractor/Material Supplier the Bidder intends to use in lieu of the DVBE submitting a sub-bid for the identified portion of the Work, and the amount of such other sub-bidder's bid. Give the reason the Bidder did not use the DVBE firm.

(Photocopy if additional sheets are needed.)

Bidder Name: ____________________________________________________________

Project Name: B14-10 BLDG 1000 CHILLED WATER SYSTEM-ENERGY IMPROVEMENTS

<table>
<thead>
<tr>
<th>DVBE’s Who Submitted Bids</th>
<th>Item of Work or Materials</th>
<th>Subcontractor/Material Supplier to be Used</th>
<th>Reason DVBE Bid Not Accepted</th>
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(Photocopy if additional sheets are needed.)
Bidder Name: ____________________________________________________________

Project Name: B14-10 BLDG 1000 CHILLED WATER SYSTEM-ENERGY IMPROVEMENTS

**SOLICITATIONS.**
Identify ALL DVBE firms contacted by the Bidder for purposes of meeting the DVBE Participation Goal. If a DVBE was solicited in writing, the Bidder shall attach hereto a true and correct copy of such written solicitation; failure of the Bidder to do so may result in the District's rejection of the Bidder's Bid Proposal as being non-responsive.

<table>
<thead>
<tr>
<th>Name of DVBE Firm Solicited</th>
<th>Manner of Solicitation, i.e., written, personal, fax, email, etc.</th>
<th>Date of Solicitation</th>
<th>General Description of DVBE Response to Solicitation</th>
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AGENCY CONTACTS

Identify all local, state or federal public agencies and DVBE organizations contacted by the Bidder for the purpose of identifying potential DVBEs to meet the Participation Goal. If the Bidder received any list or other writing identifying potential DVBEs from any agency or organization set forth in this Attachment H, the Bidder shall attach hereto a true and correct copy of each such list or other writing; failure of the Bidder to so attach such list(s) or other writing(s) may result in the District rejecting the Bid Proposal of such bidder as being nonresponsive. (Photocopy if additional sheets are necessary)

LOCAL, STATE OR FEDERAL AGENCIES.

<table>
<thead>
<tr>
<th>Agency Name &amp; Address</th>
<th>Date of Bidder's Contact with Agency</th>
<th>Name &amp; Telephone Number of Individual Contact</th>
<th>DVBE List Received by Bidder (Indicate Yes or No &amp; If Yes, the Date of Bidder’s Receipt of List)</th>
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DVBE ORGANIZATIONS CONTACTED:

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<thead>
<tr>
<th>Organization Name &amp; Address</th>
<th>Date of Bidder's Contact with Organization</th>
<th>Name &amp; Telephone Number of Individual Contacted</th>
<th>DVBE List Received by Bidder (Indicate Yes or No &amp; If Yes, the Date of Bidder’s Receipt of List)</th>
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