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NOTICE TO CONTRACTORS CALLING FOR BIDS

DISTRICT	MERCED COMMUNITY COLLEGE DISTRICT
PROJECT NAME	BID # 2018-07 STADIUM STEPS (UPPER) SECTION
LATEST TIME/DATE FOR SUBMISSION OF BID PROPOSALS	2:00 PM Friday, May 18, 2018
LOCATION FOR SUBMITTING BID PROPOSALS	MERCED COMMUNITY COLLEGE DISTRICT Merced College, Purchasing Office (Corner University Drive and West Community College Drive) 3600 M Street, Merced, CA 95348
LOCATION FOR OBTAINING BID AND CONTRACT DOCUMENTS	PURCHASING OFFICE _____ _____ A Choose an item. charge of Choose an item. will be collected by _____

NOTICE IS HEREBY GIVEN that the above-named California Community College District, acting by and through its Board of Trustees, hereinafter the "District," will receive up to but not later than the above-stated date and time sealed Bid Proposals for contracts for the Work of the Project generally described as: BID # 2018-07 STADIUM STEPS (UPPER) SECTION.

- Submittal of Bid Proposals. All Bid Proposals shall be submitted on forms furnished by the District. Bid Proposals must conform with, and be responsive to, the Bid and Contract Documents, copies of which may be obtained from the District as set forth above. Only Bid Proposals submitted to the District up to but not later than the date and time set forth above for the public opening and reading of Bid Proposals shall be considered.
- Documents Accompanying Bid Proposal. Each Bid Proposal shall be accompanied by: (i) the required Bid Security; (ii) Subcontractors List; (iii) Non-Collusion Affidavit; (iv) Statement of Bidder's Qualifications; and (v) DIR Registration Verification. All information or responses of a Bidder in its Bid Proposal and other documents accompanying the Bid Proposal shall be complete, accurate and true; incomplete, inaccurate or untrue responses or information provided therein by a Bidder shall be grounds for the District to reject such Bidder's Bid Proposal for non-responsiveness.
- Prevailing Wage Rates. Pursuant to California Labor Code §1773, prevailing rates of wages in the locality in which the Work is to be performed have been determined. Copies of these determinations, entitled "PREVAILING WAGE SCALE" are available for review on the internet at http://www.dir.ca.gov/dlsr/statistics_research.html. The Contractor awarded the Contract shall post copies of applicable prevailing wage rates for the Work at conspicuous locations at the Site. The Contractor and all Subcontractors performing any portion of the Work shall pay not less than the applicable prevailing wage rate for the classification of labor provide by their laborers. During the Work, the Department of Industrial Relations will monitor and enforce prevailing wage rate obligations.
- Contractors' License Classification. Bidders must possess the following classification(s) of California Contractors License at the time that the Contract for the Work is awarded B - General Building Contractor. The Bid Proposal of any Bidder not duly and properly licensed in accordance with the foregoing shall be rejected as non-responsive and the Bidder shall be subject to all penalties

imposed by law as a result of not being properly licensed at the time of submitting its Bid Proposal. No payment shall be made 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 for the Work.

5. Bid Security. Each Bid Proposal shall be accompanied by Bid Security in an amount not less than ten percent (10%) of the maximum amount of the Bid Proposal, inclusive of any additive Alternate Bid Item(s). Failure of any Bid Proposal to be accompanied by Bid Security in the form and in the amount required shall render such Bid Proposal to be non-responsive and rejected by the District.

6. Pre-Bid Inquiries. Bidders may submit pre-bid inquiries or clarification requests. Bidders are solely and exclusively responsible for submitting pre-bid inquiries or clarification requests no later than 4:00 PM FIVE (5) days before the latest date for submittal of Bid Proposals. Pre-bid inquiries or clarification requests shall be submitted to: Chuck Hergenraeder charles.hergenraeder.mccd.edu

7. No Withdrawal of Bid Proposals. Bid Proposals shall not be withdrawn by any Bidder for a period of ninety (90) days after the opening of Bid Proposals. During this time, all Bidders shall guarantee prices quoted in their respective Bid Proposals.

8. Job-Walk. The District will conduct a Mandatory Job-Walk for the Work. The Job-Walk will be on Wednesday, May 09, 2018 beginning at 10:00AM Bidders are to meet at the Purchasing Office at that date and time for the Job Walk. If attendance at the Job-Walk is indicated as being mandatory, the failure of a Bidder to attend the entirety of the Job Walk will result in rejection of the Bid Proposal for non-responsiveness.

9. Award of Contract. The contract for the Work, if awarded, will be by action of the District's Board of Trustees to the responsible Bidder submitting the lowest priced responsive Bid Proposal. The lowest priced Bid Proposal shall be based on the Base Bid Proposal, and the Alternate Bid Items, if any, selected in accordance with the applicable provisions of the Instructions for Bidders. The District reserves the right to reject all Bid Proposals or to waive any irregularities or informalities in any Bid Proposal or in the bidding.

MERCED COMMUNITY COLLEGE DISTRICT

INSTRUCTIONS FOR BIDDERS

1. Preparation and Submittal of Bid Proposal.

1.1. Bid Proposal Preparation. All information required by the bid forms must be completely and accurately provided. Numbers shall be stated in both words and figures where required in the bid forms; conflicts between a number stated in words and in figures are governed by the words. Partially completed Bid Proposals or Bid Proposals submitted on other than the bid forms included herein are non-responsive and will be rejected. Bid Proposals not conforming to these Instructions for Bidders and the Notice to Contractors Calling for Bids ("Call for Bids") may be deemed non-responsive and rejected.

1.2. Bid Proposal Submittal. Bid Proposals shall be submitted at the place designated in the Call for Bids in sealed envelopes bearing on the outside the Bidder's name and address along with an identification of the Work for which the Bid Proposal is submitted. Bidders are solely responsible for timely submission of Bid Proposals to the District at the place designated in the Call for Bids. The official U.S. time-clock website <http://time.gov/HTML5/> is controlling and determinative as to the time of the Bidder's submittal of the Bid Proposal. The foregoing notwithstanding, whether or not Bid Proposals are opened exactly at the time fixed in the Call for Bids, no Bid Proposals shall be received or considered by the District after it has commenced the public opening and reading of Bid Proposals; Bid Proposals submitted after such time are nonresponsive and will be returned to the Bidder unopened.

2. Bid Security.

2.1. Bid Security Submitted With Bid Proposals. Each Bid Proposal shall be accompanied by Bid Security in the form of: (i) cash, (ii) a certified or cashier's check made payable to the District or (iii) a Bid Bond, in the form and content attached hereto, in favor of the District executed by the Bidder as the principal and a California Admitted Surety as the surety (the "Bid Security") in an amount not less than the percentage of the maximum amount of the Bid Proposal set forth in the Call for Bids.

2.2. Bid Security Return. The Bid Security of Bidders submitting the three (3) lowest priced Bid Proposals will be held by the District for the period during which Bid Proposals must be held open (as set forth in the Call for Bids) or until posting by the successful Bidder of the bonds, required certificates of insurance and return of executed copies of the Agreement, whichever first occurs, at which time the Bid Security of such other Bidders will be returned to them.

2.3. Forfeiture of Bid Security. If the Bidder awarded the Contract fails or refuses to execute the Agreement within five (5) days from the date of receiving notification that it is the Bidder to whom the Contract has been awarded, the District may declare the Bidder's Bid Security forfeited as damages caused by the failure of the Bidder to enter into the Contract and may thereupon award the Contract for the Work to the responsible Bidder submitting the next lowest priced Bid Proposal or may reject all bids and/or call for new bids, in its sole and exclusive discretion.

3. Bidder Modifications; Withdrawal or Modification of Submitted Bid Proposal.

3.1. Bidder Modifications to Bid Forms Prohibited. Modifications by a Bidder to the bid forms which are not specifically called for or permitted may result in the Bidder's Bid Proposal being deemed non-responsive and rejected.

3.2. Erasures; Inconsistent or Illegible Bid Proposals. Bid Proposals must not contain any erasures, interlineations or other corrections unless the same are suitably authenticated by affixing in the margin immediately opposite such erasure, interlineations or correction the initials or surname(s) of the person(s) signing the Bid Proposal. Any Bid Proposal not conforming with the foregoing may be deemed by the District to be non-responsive. If any Bid Proposal or portions thereof, is determined by the District to be illegible, ambiguous or inconsistent, whether by virtue of any erasures, interlineations, corrections or otherwise, the District may reject such a Bid

Proposal as being non-responsive.

3.3. Withdrawal or Modification of Submitted Bid Proposal. A Bidder may withdraw or modify a Bid Proposal submitted to the District if: (i) the Bidder submitting the Bid Proposal submits a written request for withdrawal or modification to the District; and (ii) the written withdrawal or modification request is actually received by the District prior to the latest date/time for submittal of Bid Proposals.

4. Pre-Bid Questions; Contract Documents Interpretation and Modifications.

4.1. Bidder Pre-Bid Questions. Any Bidder in doubt as to the true meaning of any part of the Contract Documents; finds discrepancies, errors or omissions therein; or finds variances in any of the Contract Documents with the Laws ("Pre-Bid Questions"), shall submit a request for clarification, interpretation or correction thereof. Bidders are solely and exclusively responsible for submitting Pre-Bid Questions no later than the time/date designated in the Call for Bids. Responses to Pre-Bid Questions will be by written addendum issued by, or on behalf of, the District. A copy of any such addendum will be mailed or otherwise delivered to each Bidder receiving a set of the Contract Documents. 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.

4.2. No Oral Interpretations. No person is authorized to: (i) render an oral interpretation or correction of any portion of the Contract Documents; or (ii) provide oral responses to Pre-Bid Questions. No Bidder is authorized to rely on any such oral interpretation, correction or response.

4.3. District's Right to Modify Contract Documents. Before the public opening and reading of Bid Proposals, the District may modify the Work, the Contract Documents, or any portion(s) thereof by the issuance of written addenda disseminated to all Bidders who have obtained a copy of the Specifications, Drawings and Contract Documents pursuant to the Call for Bids. If the District issues any addenda during the bidding, the failure of any Bidder to acknowledge such addenda in its Bid Proposal will render the Bid Proposal non-responsive and rejected.

4.4. Bidder's Assumptions. The District is not responsible for any assumptions made or used by the Bidder in calculating its Bid Proposal pricing including, without limitation, assumptions regarding costs of labor, materials, equipment or substitutions/alternatives for any material, equipment, product, item or system specified or required by the Contract Documents which have not been previously expressly approved and accepted by the District. The Bidder awarded the Contract is required to complete the Work for the amount bid in the Bid Proposal within the Contract Time and in accordance with the Contract Documents. Each Bidder shall at its sole cost and expense inspect the Site to become fully acquainted with conditions affecting the Work and carefully review the Contract Documents; submission of a Bid Proposal is prima facie evidence of such action by the Bidder. The failure of a Bidder to receive or examine any of the Contract Documents or to inspect the Site shall not relieve such Bidder from any obligation under the Contract Documents.

5. Agreement and Bonds. The Agreement which the successful Bidder, as Contractor, will be required to execute along with the forms, and amounts of the Labor and Material Payment Bond, Performance Bond and other documents and instruments which will be required to be furnished are included in the Contract Documents and shall be carefully examined by the Bidder. The required number of executed copies of the Agreement and the form and content of the Performance Bond and the Labor and Material Payment Bond and other documents or instruments required at the time of execution of the Agreement are specified in the Contract Documents. The Bidder awarded a Contract and/or such Bidder's Surety shall complete the form of Payment Bond and the form of Performance Bond.

6. Bidders Interested in More Than One Bid Proposal; Non-Collusion Affidavit. No person or entity shall submit or be interested in more than one Bid Proposal for the Work; provided, however, that a person or entity that has submitted a sub-proposal to a Bidder or who has quoted prices for materials to a Bidder is not thereby disqualified from submitting a sub-proposal, quoting prices to other Bidders or submitting a Bid Proposal for the Work. The form of Non-Collusion Affidavit included in the Contract Documents must be submitted with the Bid Proposal; failure of a Bidder to submit a completed and executed Non-Collusion Affidavit with its Bid Proposal will render the Bid Proposal non-responsive.

7. Award of Contract.

7.1. Waiver of Irregularities or Informalities. The District reserves the right to reject any and all Bid Proposals or to waive any irregularities or informalities in any Bid Proposal or in the bidding.

7.2. Award. Award of the Contract, if made by the District through action of its Board of Trustees, will be to the responsible Bidder submitting the lowest priced responsive Bid Proposal on the basis of the Base Bid Proposal, and Alternate Bid Items, if any, selected in accordance with these Instructions for Bidders.

7.3. Selection of Alternate Bid Items. The selection of Alternate Bid Items for inclusion in the scope of the Work of the Contract to be awarded and for determination of the lowest priced Bid Proposal will be by a "blind-bidder" process. After opening timely submitted Bid Proposals and before the public reading of Bid Proposals, District clerical staff ("Clerical Staff"), who will not be engaged in the selection of Alternate Bid Items for inclusion in the Contract to be awarded, will assign each Bidder an alphabetical letter for identification purposes. The Clerical Staff will place the assigned alphabetical letter on each Bid Proposal and complete a table of the amounts of the Base Bids and Alternate Bid Items for the Bid Proposals ("Bid Table"). Thereafter, the District will publicly read the Bid Proposal amounts of each Bidder for the Base Bid as well as each Alternate Bid Item from the Bid Table. In the public reading of Bid Proposals, Bidders will not be identified by name; Bidders will be identified only by alphabetical letter assigned by the Clerical Staff. After the public reading of Bid Proposals, the Project Manager, Architect and the District's staff responsible for selection of Alternate Bid Items for inclusion in the Contract to be awarded will review the Bid Table. Once the Project Manager, Architect and the District's Staff have determined which Alternate Bid Items, if any, will be included in the scope of the Contract, the Bid Table will be reviewed to determine the lowest priced Bid Proposal for the base scope and Alternate Bid Items selected for inclusion in the scope of the Contract. Until such time as the District's staff have completed their review of Bid Proposals and determined which Bidder has submitted the lowest priced Bid Proposal, there will be no communication between the Clerical Staff and the Project Manager or Architect or the District's Staff regarding the identities of Bidders.

7.4. Alternate Bid Items Not Included in Award of Contract. Bidders are referred to the provisions of the Contract Documents permitting the District, during performance of the Work, add or delete from the scope of the Work any or all of the Alternate Bid Items with the cost or credit of the same being the amount(s) set forth by the Bidder in the Alternate Bid Items Proposal.

7.5. Responsive Bid Proposal. A responsive Bid Proposal shall mean a Bid Proposal which conforms, in all material respects to the Bid and Contract Documents.

7.6. Responsible Bidder. A responsible Bidder is a Bidder who has the capability in all respects, to perform fully the requirements of the Contract Documents and the moral and business integrity and reliability which will assure good faith performance. In determining responsibility, the following criteria will be considered: (i) the ability, capacity and skill of the Bidder to perform the Work of the Contract Documents; (ii) whether the Bidder can perform the Work promptly and within the time specified, without delay or interference; (iii) the character, integrity, reputation, judgment, experience and efficiency of the Bidder; (iv) the quality of performance of the Bidder on previous contracts, by way of example only, the following information will be considered: (a) the

administrative, consultant or other cost overruns incurred by the District on previous contracts with the Bidder; (b) the Bidder's compliance record with contract general conditions on other projects; (c) the submittal by the Bidder of excessive and/or unsubstantiated extra cost proposals and claims on other projects; (d) the Bidder's record for completion of work within the contract time and the Bidder's compliance with the scheduling and coordination requirements on other projects; (e) the Bidder's demonstrated cooperation with the District and other contractors on previous contracts; (f) whether the work performed and materials furnished on previous contracts was in accordance with the Contract Documents; (v) the previous and existing compliance by the Bidder with laws and ordinances relating to contracts; (vi) the sufficiency of the financial resources and ability of the Bidder to perform the work of the Contract Documents; (vii) the quality, availability and adaptability of the goods or services to the particular use required; (viii) the ability of the Bidder to provide future maintenance and service for the warranty period of the Contract; (ix) whether the Bidder is in arrears on debt or contract or is a defaulter on any surety bond; (x) such other information as may be secured by the District having a bearing on the decision to award the Contract, to include without limitation the ability, experience and commitment of the Bidder to properly and reasonably plan, schedule, coordinate and execute the Work of the Contract Documents and whether the Bidder has ever been debarred from bidding or found ineligible for bidding on any other projects. The ability of a Bidder to provide the required bonds will not of itself demonstrate responsibility of the Bidder.

8. Subcontractors.

8.1. Subcontractors List. Each Bidder shall submit a list of its proposed Subcontractors whose work is valued at one-half of one percent (.05%) or more of the Bid Proposal amount. All information required by the Subcontractors List shall be fully and completely provided by each Bidder. Failure of a Bidder to comply with the foregoing will render the Bidder's Bid Proposal non-responsive and rejected.

8.2. Work of Subcontractors. All Bidders are referred to the Contract Documents and the notation therein that all Contract Documents are intended to be complimentary and that the organization or arrangements of the Specifications and Drawings shall not limit the extent of the Work of the Contract Documents. Accordingly, all Bidders are encouraged to disseminate all of the Specifications, Drawings and other Contract Documents to all the Bidder's sub-bidders. The omission of any portion or item of Work from the Bid Proposal or from the sub-bidders' sub-bids which is/are necessary to produce the intended results and/or which are reasonably inferable from the Contract Documents is not a basis for adjustment of the Contract Price or the Contract Time.

8.3. Subcontractor Bonds. Pursuant to California Public Contract Code §4108, if a Bidder requires a bond or bonds of its Subcontractor(s), whether the expense of procuring such bond or bonds are to be borne by the Bidder or the Subcontractor(s), such requirements shall be specified in the Bidder's written or published request for sub-bids. Failure of the Bidder to comply with these requirements shall preclude the Bidder from imposing bonding requirements upon its Subcontractor(s) or rejection of a Subcontractor's bid under California Public Contract Code §4108(b).

9. Workers' Compensation Insurance. Pursuant to California Labor Code §3700, the successful Bidder shall secure Workers' Compensation Insurance for its employees engaged in the Work of the Contract. The successful Bidder shall sign and deliver to the District the form of Workers Compensation Insurance included with the Contract Documents.

10. Contractor's License. No Bid Proposal will be considered from a Bidder who, at the time Bid Proposals are opened, is not licensed to perform the Work of the Contract Documents, in accordance with the Contractors' License Law, California Business & Professions Code §§7000 et seq. This requirement will not be waived by the District or its Board of Trustees. The required California Contractor's License classification(s) is/are set forth in the Call for Bids.

11. Non-Discriminatory Employment Practices. It is the policy of the District that discrimination against any prospective or active employee engaged in the Work because of race, color, ancestry, national origin, religious creed, sex, age or marital status is prohibited. All Bidders and sub-bidders agree to comply with the District's non-discriminatory employment policy and all applicable Federal and California anti-discrimination laws including but not limited to the California Fair Employment & Housing Act beginning with California Government Code §§12940 et seq. and California Labor Code §1735.

12. Job-Walk. The District will conduct Job-Walk(s) at the time(s) and place(s) designated in the Call for Bids. The District may, in its sole and exclusive discretion, elect to conduct one or more Job-Walk(s) in addition to that set forth in the Call for Bids, in which event the District shall notify all Bidders who have theretofore obtained the Contract Documents pursuant to the Call for Bids of any such additional Job-Walk. If the District elects to conduct any Job-Walk in addition to that set forth in the Call for Bids, the District shall, in its notice of any such additional Job-Walk(s), indicate whether Bidders' attendance at such additional Job-Walk(s) is/are mandatory. If the Job Walk is mandatory, the failure of any Bidder to have its authorized representative(s) present at the Mandatory Job-Walk or any additional Mandatory Job-Walk called by the District will render the Bid Proposal of such Bidder to be non-responsive.

13. Public Records. Bid Proposals and other documents responding to the Call for Bids become the exclusive property of the District upon submittal to the District. Upon the District's issuance of the Notice of Intent to award the Contract, all Bid Proposals and other documents submitted in response to the Call for Bids shall thereupon be considered public records, except for information contained in such Bid Proposals deemed to be Trade Secrets (as defined in California Civil Code §3426.1). A Bidder who indiscriminately marks all or most of its Bid Proposal as exempt from disclosure as a public record, whether by the notations of "Trade Secret" "Confidential" "Proprietary" or otherwise, may render the Bid Proposal non-responsive and rejected. The District is not liable or responsible for the disclosure of such records, including those exempt from disclosure if disclosure is deemed required by law, by an order of Court, or which occurs through inadvertence, mistake or negligence on the part of the District or its agents. If the District is required to defend or otherwise respond to any action or proceeding wherein request is made for the disclosure of the contents of any portion of a Bid Proposal deemed exempt from disclosure hereunder, the Bidder submitting the materials sought by such action or proceeding agrees to defend, indemnify and hold harmless the District in any action or proceeding from and against any liability, including without limitation attorneys' fees arising therefrom. The party submitting materials sought by any other party shall be solely responsible for the cost and defense in any action or proceeding seeking to compel disclosure of such materials; the District's sole involvement in any such action shall be that of a disinterested stakeholder, retaining the requested materials until otherwise ordered by a court of competent jurisdiction.

14. Drug Free Workplace Certificate. In accordance with California Government Code §§8350 et seq., the Drug Free Workplace Act of 1990, the successful Bidder will be required to execute a Drug Free Workplace Certificate concurrently with execution of the Agreement. The successful Bidder will be required to implement the affirmative measures outlined in the Drug Free Workplace Certificate and in California Government Code §§8350 et seq. Failure of the successful Bidder to comply with the measures outlined in the Drug Free Workplace Certificate and in California Government Code §§8350 et seq. may result in penalties, including without limitation, the termination of the Agreement, the suspension of any payment of the Contract Price otherwise due under the Contract Documents and/or debarment of the successful Bidder.

15. Notice of Intent to Award Contract. Following the opening and reading of Bid Proposals, the District will issue to Bidders who have timely submitted a Bid Proposal, a Notice of Intent to Award the Contract, identifying the responsible Bidder submitting the lowest priced responsive Bid Proposal and to whom the District intends to award the Contract.

16. Bid Protest.

16.1. Submittal. Any Bidder submitting a Bid Proposal to the District may file a protest of the District's intent to award the Contract provided that each and all of the following are complied with: (i) the bid protest is in writing; (ii) the bid protest is filed and received by the District's Vice-President, Administrative Services ("Vice-President") not more than five (5) calendar days following the date of issuance of the District's Notice of Intent to Award the Contract; and (iii) the written bid protest sets forth, in detail, all grounds for the bid protest, including without limitation all facts, supporting documentation, legal authorities and argument in support of the grounds for the bid protest; any matters not set forth in the written bid protest shall be deemed waived. All factual contentions must be supported by competent, admissible and creditable evidence. Any bid protest not conforming with the foregoing shall be rejected for failure to comply with submittal requirements.

16.2. District Review and Action on Bid Protest. Provided that a bid protest is filed in strict conformity with the foregoing, the Vice-President or such individual(s) as may be designated by him/her ("Designee"), shall review and evaluate the basis of the bid protest. Either the Vice-President or Designee will provide the bidder submitting the bid protest with a written statement setting forth the District's response to the bid protest ("Bid Protest Response"). The Bid Protest Response shall constitute the District's ruling on the bid protest. The Bid Proposal is not appealable to any other District officer or the District's Board of Trustees.

16.3. Review of District Bid Protest Response; Attorneys Fees. The rendition of the Bid Protest Response is an express condition precedent to the institution of any legal or equitable proceedings relating to the bidding process, the District's intent to award the Contract, the District's disposition of any bid protest or the District's decision to reject all Bid Proposals. In the event that any such legal or equitable proceedings are instituted and the District is named as a party thereto, the prevailing party(ies) shall recover from the other party(ies), as costs, all attorneys' fees and costs incurred in connection with any such proceeding, including any appeal arising therefrom. Submittal of a Bid Proposal shall be deemed the Bidder's acknowledgement and agreement to the foregoing attorneys' fees provision.

[END OF SECTION]

BID PROPOSAL

Project: **BID # 2018-07 STADIUM STEPS (UPPER) SECTION**

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

1. Bid Proposal.

1.1. Bid Price. The undersigned Bidder proposes and agrees to perform the Work including, without limitation, providing and furnishing all labor, materials, tools, equipment and services necessary to complete the Work and perform all obligations of the Contractor under the Contract Documents, in accordance with the terms of the Contract Documents for the sum of _____ Dollars (\$_____) ("Bid Price").

1.2. Acknowledgment of Bid Addenda. The Bidder confirms that: (i) this Bid Proposal incorporates and is inclusive of, all items or other matters contained in Bid Addenda, if any, issued by or on behalf of the District; and (ii) the Bid Price incorporate pricing effects of Bid Addenda, if any.

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

1.3. Alternate Bid Items. The Bidder's proposed pricing for each Alternate Bid Item, if any, are set forth in the accompanying form of Alternate Bid Items Proposal. Failure of a Bidder to propose pricing for each Alternate Bid Item set forth in the accompanying Alternate Bid Items Proposal will result in the Bid Proposal being deemed non-responsive and rejected.

2. Documents Accompanying Bid Proposal. The Bidder has submitted with this Bid Proposal the following: (i) Bid Security; (ii) Subcontractors' List; (iii) Non-Collusion Affidavit; (iv) Statement of Bidder's Qualifications; and (v) DIR Registration Verification.

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 Agreement in the form attached hereto within five (5) calendar 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: (i) Certificates of Insurance evidencing all insurance coverages the Bidder and

its Subcontractors are required to obtain under the Contract Documents; (ii) Performance Bond; (iii) Labor and Material Payment Bond; (iv) Certificate of Workers' Compensation Insurance; and (v) Drug-Free Workplace Certificate. Failure of the Bidder awarded the Contract to strictly comply with the preceding may result in the District's rescinding award of the Contract and/or forfeiture of the Bidder's Bid Security. In such event, the District may, in its sole and exclusive discretion elect to award the Contract to the responsible Bidder submitting the next lowest priced Bid Proposal or to reject all Bid Proposals.

4. Contractors' License. The Bidder certifies that: (i) it possesses a valid and in good standing Contractors' License, in the necessary class(es), for performing the Work as set for in the Call for Bids; (ii) that such license shall be in full force and effect throughout the duration of the performance of the Work; and (iii) that all Subcontractors providing or performing any portion of the Work are properly licensed to perform their respective portions of the Work at the time of submitting this Bid Proposal and will remain so properly licensed at all times during their performance of the Work.
5. Agreement to Bidding Requirements and Attorneys Fees. The undersigned Bidder acknowledges and confirms its receipt, review and agreement with, the contractual requirements set forth in this Bid Proposal and the Contract Documents. By executing this Bid Proposal hereinbelow, the Bidder expressly acknowledges and agrees that if the Bidder institutes any legal or equitable proceedings in connection with this Bid Proposal and the District is named as a party thereto, the prevailing party(ies) shall recover from the other party(ies), as costs, all attorneys' fees and costs incurred in connection with any such proceeding, including any appeal arising therefrom. This provision shall constitute a binding attorneys' fee agreement in accordance with and pursuant to California Civil Code §1717 which shall be enforceable against the Bidder and the District. This attorneys' fee provision shall be solely limited to legal or equitable proceedings arising out of a bid protest or the bidding process and shall not extend to or have any force and effect on the Contract for the Work or to modify the terms of the Contract Documents for the Work.
6. 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 of Bidder's Authorized Officer)

(Typed or Printed Name)

Title: _____

ALTERNATE BID ITEMS PROPOSAL

Project: BID # 2018-07 STADIUM STEPS (UPPER) SECTION
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:

Alternate Bid Item No. 1. [DESCRIPTION]

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

- Add _____ Dollars (\$_____) to the Bid Price set forth in Paragraph 1.1 of the Bid Proposal.
- Deduct _____ Dollars (\$_____) from the Bid Price set forth in Paragraph 1.1 of the Bid Proposal.

Alternate Bid Item No. 2. [DESCRIPTION]

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

- Add _____ Dollars (\$_____) to the Bid Price set forth in Paragraph 1.1 of the Bid Proposal.
- Deduct _____ Dollars (\$_____) from the Bid Price set forth in Paragraph 1.1 of the Bid Proposal.

Dated _____

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

(Typed or Printed Name)

Title: _____

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SUBCONTRACTORS LIST

Project **BID # 2018-07 STADIUM STEPS (UPPER) SECTION**
Name of Bidder: _____

Authorized Signature: _____

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

Attach additional page(s) as required

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**VERIFICATION OF CONTRACTOR AND
SUBCONTRACTORS' DIR REGISTRATION**

I am the _____ of _____ ("Bidder")
(Title/Position) (Bidder Name)
submitting the accompanying Bid Proposal for the Work described as **BID # 2018-07 STADIUM
STEPS (UPPER) SECTION.**

1. The Bidder is currently registered as a contractor with the Department of Industrial Relations ("DIR").
2. The Bidder's DIR Registration Number is: _____. The expiration date of the Bidder's DIR Registration is June 30, 20____.
3. If the expiration date of the Bidder's DIR Registration will occur prior to expiration of the Contract Time for the Work and the Bidder is awarded the Contract for the Work, prior to the Bidder's DIR Registration expiration, the Bidder will take all measures necessary to renew the Bidder's DIR Registration so that there is no lapse in the Bidder's DIR Registration.
4. The Bidder, if awarded the Contract for the Work will remain a DIR registered contractor for the entire duration of the Work.
5. The Bidder has independently verified that each Subcontractor identified in the Subcontractors List is currently a DIR registered contractor.
6. The Bidder's solicitation of subcontractor bids included notice to prospective subcontractors that: (i) all sub-tier subcontractors must be DIR registered contractors at all times during performance of the Work; and (ii) prospective subcontractors may only solicit sub-bids from and contract with lower-tier subcontractors who are DIR registered contractors.
7. If any of the statements herein are false or omit material facts rendering a statement to be false or misleading, the Bidder's Bid Proposal is subject to rejection for non-responsiveness.
8. I have personal first hand-knowledge of all of the foregoing.

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

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

(Signature)

(Name, typed or printed)

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BIDDER'S QUALIFICATIONS STATEMENT

1. Bidder Information.
 1.1. Contact Information.

Mailing Address	_____ Street Address _____ City, State, Zip Code
Physical Location (if different from mailing address)	_____ Street Address _____ City, State, Zip Code
Telephone/Fax	(_____) _____ Telephone (_____) _____ Fax

- 1.2. Bidder Contacts.

Name	_____ _____
Contact Information	(_____) _____ Telephone (_____) _____ Fax _____ Email

- 1.3. California Contractors' License.

License Number(s)	_____ _____
License Classification(s)	_____ _____
Responsible Managing Employee; Responsible Managing Officer	_____ _____
Expiration Date(s)	_____ _____

[CONTINUED NEXT PAGE]

2. Bidder Form of Entity.

- | | |
|--|--|
| <input type="checkbox"/> Corporation | <input type="checkbox"/> Limited Liability Partnership |
| <input type="checkbox"/> General Partnership | <input type="checkbox"/> Joint Venture |
| <input type="checkbox"/> Limited Partnership | <input type="checkbox"/> Sole Proprietorship |
| <input type="checkbox"/> Limited Liability Company | |

3. Revenue. Complete the following for the Bidder’s construction operations; if any portion of the revenue disclosed is generated by non-construction operations or activities, the Bidder must identify the portion of revenue attributed to construction operations and generally describe business activities of the Bidder that generates non-construction operations related revenue.

Calendar Fiscal Year	Year/	Annual Gross Revenue	Average Dollar Value of all Contracts	Dollar Value of Largest Contract
Choose an item.				
Choose an item.				
Choose an item.				

4. References.

Community College or K-12 School District Owner References		
District Name	Address	Contact Person & Telephone No.

Architect References (Architect references must have been the Architect of Record for Community College or K-12 School District Projects)		
Firm Name	Address	Contact Person & Telephone No.

[CONTINUED NEXT PAGE]

DSA Project Inspector (Project Inspector references must have been the Project Inspector for Community College or K-12 School District Projects)		
Firm Name/Inspector Name	Address	Contact Person Address & Telephone No.

5. Insurance.

Commercial General Liability Insurance	Insurer: _____ Policy No. _____ Broker _____
Commercial General Liability Insurance Broker	_____ (Contact Name) _____ (Street Address) _____ (City, State & Zip Code) (_____) _____ (_____) _____ Telephone Fax _____ (Email address)
Bid, Performance and Labor & Materials Payment Bond Surety	Surety: _____ Surety Broker: _____ _____ (Surety Broker Contact Name) _____ (Street Address) _____ (City, State & Zip Code) (_____) _____ (_____) _____ Telephone Fax _____ (Email address)

Workers Compensation Insurance	Insurer: _____ Policy No.: _____ Broker: _____
Workers Compensation Insurance Broker	_____ (Contact Name) _____ (Street Address) _____ (City, State & Zip Code) (_____) _____ (_____) _____ Telephone Fax _____ (Email address)

6. Essential Requirements. A Bidder will not be deemed qualified if the answer to any of the following questions results in a “not qualified” response. The Bid Proposal submitted by such a Bidder will be rejected for failure of the Bidder to meet minimum qualifications for the Work.

6.1. Bidder possesses a valid and currently in good standing California Contractors’ license for the Classification(s) of Contractors’ License required by the Call for Bids.
 Yes No (Not Qualified)

6.2. Bidder is currently registered as a contractor with the Department of Industrial Relations pursuant to Labor Code §1725.5.
 Yes No (Not Qualified)

6.3. Bidder has a current commercial general liability insurance policy with coverage limits equal to or exceeding minimum coverage limits required by the Contract Documents for the Work.
 Yes No (Not Qualified)

6.4. Bidder has a current workers’ compensation insurance policy as required by the Labor Code or is legally self-insured pursuant to Labor Code §3700.
 Yes No (Not Qualified)
 Bidder is exempt from this requirement, because it has no employees

6.5. The Bidder is ineligible or debarred from submitting Bid Proposals for public works projects or public works contracts pursuant Labor Code §1777.1 or Labor Code §1777.7.
 Yes (Not Qualified) No

- 6.6. A public agency, within the past five (5) years conducted proceedings that resulted in a finding that the Bidder, or any predecessor to the Bidder, is not a “responsible” bidder for a public works project or a public works contract.
 Yes (Not Qualified) No
- 6.7. During the last five (5) years, the Bidder or any predecessor to the Bidder, or any of the equity owners of the Bidder have been convicted of a federal or state crime involving fraud, theft, or any other act of dishonesty.
 Yes (Not Qualified) No
- 6.8. During the past five (5) years a Surety has completed any project or the Bidder’s obligations under a construction contract.
 Yes (Not Qualified) No
- 6.9. During the past five (5) years the Bidder has been declared in default under any construction contract to which the Bidder was a party.
 Yes (Not Qualified) No
- 6.10. Within the past five (5) years, the Bidder, or any predecessor to the Bidder, have been subject to civil penalties under the California False Claims Act (Government Code §12650 et seq.).
 Yes (Not Qualified) No
7. Questionnaire. If the response to any of the following questions is a “yes” complete and accurate details must be attached; failure to attach such details will render the Bid Proposal of the Bidder to be non-responsive and rejected. Responses to the following will be used to evaluate Bidder responsibility.
- 7.1. Have legal, arbitration or administrative proceedings been brought by a construction project owner against the Bidder or any of the principals, officers or equity owners of the Bidder within the past ten (10) years which arise out of or are related to any construction project? If “yes” details must include: (i) name of party initiating proceedings against the Bidder; (ii) contact name, address, phone and email address of party initiating proceedings; (iii) circumstances resulting in the initiation of proceedings; (iv) amount or other relief demanded; and (v) outcome of proceedings.
 Yes No
- 7.2. Has the Bidder brought any legal, arbitration or administrative proceedings against the owner of a construction project within the past ten (10) years which arise out of or are related to the construction project? If “yes” details must include: (i) name of architect or design professional; (ii) contact name, address, phone and email address of contact person for architect or design professional; (iii) circumstances resulting in the initiation of proceedings; (iv) amount or other relief demand; and (v) outcome of proceedings.
 Yes No
- 7.3. Has the Bidder brought any legal, arbitration or administrative proceedings against the architect or design professional for a construction project within the past ten (10) years which arise out of or are related to the construction project? If “yes” details must include: (i) name of architect or design professional; (ii) contact name, address, phone and email address of contact person for architect or design professional; (iii) circumstances resulting in the initiation of proceedings; (iv) amount or other relief demand; and (v) outcome of proceedings.

Yes No

7.4. Has the Bidder brought any legal, arbitration or administrative proceedings against the construction/project manager for a construction project within the past ten (10) years which arise out of or are related to the construction project? If "yes" details must include: (i) name of construction/project manager; (ii) contact name, address, phone and email address of contact person for construction/project manager; (iii) circumstances resulting in the initiation of proceedings; (iv) amount or other relief demand; and (v) outcome of proceedings.

Yes No

7.5. Provide the following for three (3) projects the Bidder has completed within the past five (5) years similar in size, scope, function and construction value as the Work:

Project Name	
Project Owner; Contact Information	
Function/Use of Project	
Original Contract Time	
Actual Project Completion Time	
Original Contract Price	
Final Adjusted Contract Price	

7.6. During the past five (5) years, has a surety declined to issue a surety bond for your organization in connection with a construction project?

Yes No

If "yes" on a separate attachment provide details and the name(s) of the surety(ies) which declined to issue a surety bond.

7.7. At any time during the past five (5) years, has any surety company made any payments on behalf the Bidder to satisfy any claims made against a bid, performance or payment bond issued to the Bidder, in connection with a construction project, either public or private?

Yes No

If "yes," on a separate attachment set forth: (i) the amount of each such claim; (ii) the name and telephone number of the claimant; (iii) the date of the claim; (iv) the grounds for the claim; (v) the present status of the claim; (vi) the date of resolution of such claim if resolved; (vii) the method by which such was resolved if resolved; (viii) the nature of the resolution; and (ix) the amount, if any, at which the claim was resolved.

7.8. In the last five (5) years has any insurance carrier, for any policy of insurance, refused to renew the insurance policy for your firm?

Yes No

7.9. In the last five (5) years has any insurance carrier, for any policy of insurance, refused to issue an insurance policy for your firm?

Yes No

7.10. Within the past five (5) years, has the Bidder been required to pay either back wages or penalties for the Bidder's failure to comply with California prevailing wage laws? This question refers only to the Bidder's violation of prevailing wage laws, not to violations of the prevailing wage laws by a subcontractor.

____ Yes ____ No

If "yes," on a separate attachment: (i) describe each instance of prevailing wage rate violation; (ii) identify the project on which a prevailing wage rate violation occurred; (iii) the public agency owner of the project; (iv) the number of employees affected by each prevailing wage rate violation; and (v) amount of back wages and penalties the Bidder was required to pay.

7.11. Within the past five (5) years, has there been more than one occasion in which the Bidder was penalized or required to pay back wages for failure to comply with the Federal Davis-Bacon prevailing wage requirements?

____ Yes ____ No

If "yes," on a separate attachment: (i) describe each instance of prevailing wage rate violation; (ii) identify the project on which a prevailing wage rate violation occurred; (iii) the number of employees affected by each prevailing wage rate violation; and (iv) amount of back wages and penalties the Bidder was required to pay.

7.12. Within the past five (5) years, has the Bidder been found to have violated any provision of California apprenticeship laws or regulations, or the laws pertaining to use of apprentices on public works projects?

____ Yes ____ No

If "yes," provide the date(s) of such findings, and attach copies of the Apprenticeship Council's final decision(s).

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

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

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

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

(Typed or Printed Name)

Title: _____

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NON-COLLUSION AFFIDAVIT

STATE OF CALIFORNIA
COUNTY OF _____

Project: BID # 2018-07 STADIUM STEPS (UPPER) SECTION

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

the _____ of _____, the party submitting
(Title) (Bidder Name)

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

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

2. The Bid Proposal is genuine and not collusive or sham.

3. The Bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any other bidder or anyone else to put in sham bid, or to refrain from bidding.

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

5. All statements contained in the Bid Proposal and related documents are true.

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

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

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

Signature

Name Printed or Typed

(_____) _____
(Area Code and Telephone Number)

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CERTIFICATE OF WORKERS' COMPENSATION INSURANCE

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

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

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

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

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

(Contractor Name)

By: _____
(Signature)

(Typed or printed name)

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DRUG-FREE WORKPLACE CERTIFICATION

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

(Contractor Name)

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

1. I am aware of the provisions and requirements of California Government Code §§8350 et seq., the Drug Free Workplace Act of 1990.
2. I am authorized to certify, and do certify, on behalf of Contractor that a drug free workplace will be provided by Contractor by doing all of the following:
 - 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.
 - D. Contractor agrees to fulfill and discharge all of Contractor's obligations under the terms and requirements of California Government Code §8355 by, inter alia, publishing a statement notifying employees concerning: (i) the prohibition of any controlled substance in the workplace, (ii) establishing a drug-free awareness program, and (iii) requiring that each employee engaged in the performance of the Work of the Contract be given a copy of the statement required by California Government Code §8355(a) and requiring that the employee agree to abide by the terms of that statement.
3. Contractor and I understand that if the District determines that Contractor has either: (i) made a false certification herein, or (ii) violated this certification by failing to carry out and to implement the requirements of California Government Code §§8355, the Contract awarded herein is subject to termination, suspension of payments, or both. Contractor and I further understand that, should Contractor violate the terms of the Drug-Free Workplace Act of 1990, Contractor may be subject to debarment in accordance with the provisions of California Government Code §§8350, et seq.

4. 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____.
(City and State)

(Signature)

(Printed or Typed Name)

CONTRACT FOR LABOR AND MATERIALS

This Contract for Labor and Materials (“Contract”) is entered into [Click here to enter a date.](#) by and between **MERCED COMMUNITY COLLEGE DISTRICT** (“District”) and _____ (“Contractor”) for the Work of the Project generally described as **BID # 2018-07 STADIUM STEPS (UPPER)**. In consideration of the mutual covenants set forth herein, the Contractor and District agree as follows:

A. The Work. Within the Contract Time and for the Contract Price, subject to adjustments thereto pursuant to the Contract Documents, the Contractor shall perform and provide all necessary labor, materials, tools, equipment, utilities, services and transportation to complete in a workmanlike manner all of the Work required in connection with the work of improvement commonly referred to as **BID # 2018-07 STADIUM STEPS (UPPER)**. Contractor shall complete all Work covered by the Contract Documents, including without limitation, the Drawings and Specifications prepared by _____ (“Architect”) and other Contract Documents enumerated below, along with all modifications and addenda thereto issued in accordance with the Contract Documents.

B. Contract Price. The Contractor shall complete the Work and all obligations of the Contractor under the Contract Documents for the lump sum, fixed price of _____ Dollars (\$ _____) (“the Contract Price”).

C. Contract Time. Contractor shall commence the Work on the date indicated in the Notice to Proceed issued by or on behalf of the District and shall complete the Work within _____ (____) calendar days after the commencement date for the Work (“the Contract Time”) as set forth in the Notice to Proceed issued by or on behalf of the District to the Contractor.

D. Liquidated Damages. Failure to complete the Work within the Contract Time will subject the Contractor to Liquidated Damages at the rate of _____ Dollars (\$250.00) per day from expiration of the Contract Time until the Work is completed.

E. Location. The location of the Work is _____ (“the Site”).

F. District Representative. The District Representative for the Work is _____.

G. Architect. The Architect or Design Professional in Charge of the Work is _____.

H. Project Manager. The Project Manager for the Work is _____.

[CONTINUED NEXT PAGE]

I. Insurance. At all times during the Work, the Contractor and each Subcontractor shall obtain and maintain the following insurance coverages:

Contractor Insurance	
Policy of Insurance	Minimum Coverage Amount
Commercial General Liability Insurance	Per Occurrence: Choose an item.
	Aggregate: Choose an item.
Contractor Pollution Liability Insurance	Per Claim: Choose an item. Aggregate: Choose an item.
Workers Compensation	In accordance with the Laws
Employers Liability	One Million Dollars (\$1,000,000)
Builders Risk	Full insurable value of the Work; Seismic coverage: Choose an item.

Subcontractor Insurance	
Policy of Insurance	Minimum Coverage Amount
Commercial General Liability Insurance	Per Occurrence: One Million Dollars (\$1,000,000)
	Aggregate: Two Million Dollars (\$2,000,000)
Contractor Pollution Liability Insurance	Per Claim: Choose an item. Aggregate: Choose an item.
Workers Compensation	In accordance with the Laws
Employers Liability	One Million Dollars (\$1,000,000)

J. Contract Documents. The Contract Documents consists of this Contract for Labor and Materials, the attached Contract Terms and Conditions and the documents identified below. By executing this Contract, the Contractor acknowledges its receipt and review of the Contract Documents; based upon this review, the Contractor confirms that the Work can be completed for the Contract Price and within the Contract Time. The Contract Documents consist of:

00 01 13	Notice to Contractors Calling for Bids	00 45 26	Certificate of Workers Compensation Insurance
00 21 13	Instructions for Bidders	00 45 27	Drug-Free Workplace Certification
00 41 00	Bid Proposal	00 52 00	Contract for Labor & Materials; Terms and Conditions of Contract for Labor & Materials
00 42 13	Alternate Bid Items Proposal	00 61 10	Bid Bond
00 43 13	Subcontractors List	00 61 13	Performance Bond
00 45 10	DIR Registration Verification	00 61 14	Labor and Materials Payment Bond
00 45 13	Bidder's Qualifications Statement	00 65 36	Guarantee Form
00 45 19	Non-Collusion Affidavit		

K. Authority to Execute. The individual(s) executing this Contract on behalf of the Contractor is/are duly and fully authorized to execute this Contract 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, the District and Contractor have executed this Contract as of the date set forth above.

**“DISTRICT”
MERCED COMMUNITY
COLLEGE DISTRICT**

**“CONTRACTOR”
[Contractor Name]**

By: _____

By: _____

Title: _____

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

4. Completion of Work.

4.1. Final Completion Within Contract Time; Liquidated Damages. The Contractor shall achieve Final Completion of all Work, including without limitation all Punchlist Items noted upon Substantial Completion and submittal of all close-out materials required by the Contract Documents within the Contract Time. The date of Final Completion will be determined by the Architect, District and Project Inspector. Failure to achieve Final Completion within the Contract Time will result in the District's assessment and withholding of Liquidated Damages from expiration of the Contract Time until Final Completion is achieved. If Liquidated Damages are assessed, the Surety issuing the Performance Bond shall be liable to the District for Liquidated Damages exceeding the remaining Contract Price, subject only to the penal sum limitation of the Performance Bond.

4.2. Substantial Completion and Punchlist Items. At such time as the Contractor believes Substantial Completion of the Work is achieved, the Contractor shall request that the District, Architect, Project Inspector and Project Manager, if any, to inspect the Work to determine that the Work is Substantially Complete in accordance with requirements of the Contract Documents and to note items of Work requiring repair, replacement, completion or correction ("Punchlist Items") to achieve Final Completion. After the Contractor notifies the District that the Contractor has completed Punchlist Items, the District, Architect, Project Inspector and Project Manager, if any, will inspect the Work to determine if all Punchlist Items have been completed. The Contractor shall promptly commence and diligently complete any incomplete Punchlist Items noted in such inspection. Substantial Completion is when the Work is completed in accordance with the Contract Documents so that the Owner can occupy or use the Work for its intended use.

4.3. Final Acceptance. For purposes of Civil Code §9200(a), Final Acceptance of the Work occurs upon action of the District's Board of Trustees to finally accept the Work. The District will request action of the District's Board of Trustees for Final Acceptance of the Work

at a regularly scheduled public opening meeting of the District's Board of Trustees within sixty (60) days of the date of Final Completion, as determined pursuant to Paragraph 4.1 above.

5. Changes.

5.1. Changes to the Work. The District may, by written order, make Changes to the Work, issue additional instructions and to add to or delete from the Work. No Change may be made without the prior written approval and direction of the District. Adjustments of the Contract Price or the Contract Time on account of a Change authorized hereunder will only be made by written Change Order duly executed by the Contractor and the District Representative. Adjustments to the Contract Price for authorized Changes shall be limited to the actual costs of labor and materials necessary to complete the Change plus a mark-up of **fifteen percent (15%)** 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.

5.2. 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 five (5) 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.

6. 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: (i) they are in the form and content included in the Contract Documents; (ii) the Bonds are issued by and Admitted Surety Insurer under California law; and (iii) in a penal sum equal to one hundred percent (100%) of the Contract Price.

7. Safety; Security. The Contractor shall comply with the Laws 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.

8. Labor.

8.1. Prevailing Wage Rates; Hours of Work. The Contractor and all Subcontractors shall pay their respective workers wage rates not less than the prevailing wage rate established for the classification, trade or work performed by each worker. 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 prevailing wage rate requirements or hours of work limitations.

8.2. 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.

8.3. Prevailing Wage Rate Monitoring and Enforcement. During the Work and pursuant to Labor Code §1771.4(a)(4), the Department of Industrial Relations will monitor and enforce the obligation of the Contractor and Subcontractors to pay laborers the Prevailing Wage Rate established for the classification of work/labor performed.

8.3.1. Certified Payroll Records. Pursuant to California Labor Code §1776, the Contractor and Subcontractors shall keep accurate payroll records, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each person employed for the Work.

8.3.2. Certified Payroll Records Submittal to Labor Commissioner. The Contractor and all Subcontractors shall prepare and submit Certified Payroll Records to the Labor Commissioner in compliance with requirements established in Labor Code §1771.4. The form and content of Certified Payroll Records shall be as established by the Labor Commissioner and the frequency of Certified Payroll Records submittal to the Labor Commissioner shall be pursuant to Labor Code §1771.4.

8.3.3. Inspection and Copies of Certified Payroll Records. Certified Payroll Records shall be available for inspection at all reasonable hours at the principal office of the Contractor in accordance with the Laws. Upon request for inspection of Certified Payroll Records, the Contractor shall comply with the Laws relating to information disclosed or not subject to disclosure in Certified Payroll Records. The Contractor is subject to all penalties established by the Laws for failure to comply with the Contractor's obligations relating to inspection of Certified Payroll Records.

8.4. 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 to dismiss from its employment any person deemed by the District to be unfit or incompetent to perform Work.

8.5. 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.

9. Subcontractors. The Work of each Subcontractor shall be set forth in a written Subcontract agreement incorporating by reference this Contract and the Contract Documents; 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. Subcontractors shall maintain Workers Compensation/Employers Liability Insurance and Commercial General Liability Insurance as required by the Contract for Labor and Materials.

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

11. Payment of the Contract Price.

11.1. Contract Time Less Than Forty Five (45) Days. If the Contract Time duration is forty five (45) days or less The District will make payment of the Contract Price upon Final 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 completed performance of all other Contractor obligations under the Contract Documents. 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.

11.2. Contract Time More Than Forty Six (46) Days. If the Contract Time is forty six (46) 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. Variations between the Contractor's and District's assessment of the value of Work completed are controlled and governed by the District's assessment. Within sixty (60) days of Final Completion, amounts previously retained from prior invoices will be released to the Contractor. T

11.3. Conditions to District Contract Price Disbursement. The District may, in its sole discretion, condition payment of the Contract Price, or any portion thereof, upon: (i) the Contractor's preparation of a Schedule of Values for review and acceptance by the District's Representative; (ii) the submittal of executed Waivers and Releases (on Progress Payment or Final Payment, as applicable) for the Contractor and all Subcontractors receiving any portion of the Contract Price; and/or (iii) delivery of Certified Payroll records of the Contractor and Subcontractors.

11.4. District Right to Withhold Contract Price Disbursements. The District may withhold payment of the Contract Price, or any portion thereof if: (i) there are claims or the probability of claims being submitted by Subcontractors, Material Suppliers or others in connection with the Work; (ii) defective or non-conforming Work is not remedied; (iii) there are uncured Contractor defaults; or (iv) authorized by the Contract Documents or by operation of law.

12. Insurance. The Contractor and its Subcontractors shall, at all times during the Work, maintain Workers Compensation, Employers Liability, Builder's Risk and Commercial General Liability Insurance in the minimum coverage amounts set forth in the Contract. The Contractor's Commercial General Liability Insurance shall name the District as an Additional Insured. 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.

13. 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: (i) injury to, or death of, persons; (ii) damage to property; (iii) theft or loss of property; (iv) Stop Notice claims; and (v) 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. The Contractor obligations hereunder are incorporated into and made a part of the obligations of the Surety issuing the Performance Bond.

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

15. 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. The Surety issuing the Performance Bond shall be liable to the District for correction, repair or replacement of defective/non-conforming Work if the Contractor fails or refuses to perform in accordance with the preceding.

16. Tests/Inspections of the Work. The Work shall be subject to tests/inspections as required by the Contract Documents or by operation of law. The District is responsible for payment of the initial test/inspection conducted within a one hundred (100) mile radius of the Site. All costs, fees or expenses to complete subsequent test/inspection and/or for test/inspection conducted at a location situated more than a one hundred (100) mile radius from the Site shall be the responsibility of the Contractor; the District may deduct such fees, costs and expenses from the Contract Price. The Contractor shall be liable for 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. 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.

17. Miscellaneous.

17.1. Disputes.

17.1.1. Claims of \$375,000 or Less. 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.

17.1.2. Binding Arbitration of Claims Exceeding \$375,000. A dispute or claim exceeding \$375,000 shall be resolved by binding arbitration conducted under the auspices of the American Arbitration Association and its Construction Industry Arbitration Rules 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. Any written arbitration award that does not include findings of fact and conclusions of law in conformity with California Code of Civil Procedure §1296 and Rule R-43 of the AAA Construction Industry Arbitration Rules 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.

17.1.3. Government Code §§900 et seq. Compliance. All claims, demands, disputes, disagreements or other matters in controversy asserted by the Contractor against the District in a demand for arbitration filed pursuant to Article 16.1.2 or asserted by the Contractor against the District in any arbitration proceeding commenced pursuant to Article 16.1.2 above, shall be deemed a “suit for money or damages” under Government Code §900 et seq. An express condition precedent to the Contractor’s commencement of arbitration proceedings under Article 16.1.2, is the Contractor’s compliance with and exhaustion of remedies and procedures under Government Code §900 et seq, including without limitation, §§945.4, 945.6 and 946.

17.2. 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.

17.3. 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.

17.4. 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.

17.5. 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.

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

17.7. 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.

17.8. 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.

[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 **MERCED COMMUNITY COLLEGE DISTRICT** ("the Obligee") for payment of the penal sum hereof in lawful money of the United States, as more particularly set forth herein.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT:

WHEREAS, the Principal has submitted the accompanying Bid Proposal to the Obligee for the Work commonly described as **BID # 2018-07 STADIUM STEPS (UPPER) SECTION**.

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

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

Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or the Call for Bids, the Work to be performed there under, the Drawings or the Specifications accompanying the same, or any other portion of the Contract Documents shall in no way affect its obligations under this Bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of said Contract, the Call for Bids, the Work, the Drawings or the Specifications, or any other portion of the Contract Documents.

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

[CONTINUED NEXT PAGE]

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

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

(Bidder/Principal Name)

By: _____
(Signature)

(Typed or Printed Name)

Title: _____

(Attach Notary Public Acknowledgement of Principal's Signature)

(Surety Name)

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

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

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

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

(Contact Name)

(Street Address)

(City, State & Zip Code)

(_____) _____ (_____) _____
Telephone Fax

(Email address)

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS that we, _____, as Surety and _____, as Principal, are jointly and severally, along with their respective heirs, executors, administrators, successors and assigns, held and firmly bound unto **MERCED COMMUNITY COLLEGE DISTRICT** ("the Obligee") for payment of 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 **BID # 2018-07 STADIUM STEPS (UPPER) SECTION**.

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

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

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

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

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

to promptly remedy the failure of performance or default of the Principal or to complete the Work.

If the Surety fails to issue its Notice of Election to Obligee within the time provided for hereinabove, the Obligee may thereafter cause the cure or remedy of the Principal's failure of performance or default or to complete the Work. The Principal and the Surety are jointly and severally liable to the Obligee for all damages and costs sustained by the Obligee as a result of the Principal's failure of performance under the Contract Documents or default in its performance of obligations thereunder, including without limitation the costs of cure or completion of the Work exceeding the then remaining Contract Price; provided that the Surety's liability hereunder for the costs of performance, damages and other costs sustained by the Obligee upon the Principal's failure of performance or default under the Contract Documents is limited to the penal sum hereof, which shall be deemed to include the costs or value of any Changes to the Work which increase the Contract Price. If suit or other proceeding is brought upon this Bond by the Obligee, the Surety and Principal are jointly and severally liable for payment to the Obligee of all costs, expenses and fees incurred by the Obligee therewith, including without limitation, attorneys' fees.

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

(Contractor-Principal Name)

By: _____

(Signature)

(Typed or Printed Name)

Title: _____

(Attach Notary Public Acknowledgement of Principal's Signature)

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

(Contact Name)

(Street Address)

(City, State & Zip Code)

(_____) _____ (_____) _____

Telephone Fax

(Email address)

(Surety Name)

By: _____

(Signature of Attorney-In-Fact for Surety)

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

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

LABOR AND MATERIAL PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS that we, _____, as Surety and _____, as Principal, are jointly and severally, along with their respective heirs, executors, administrators, successors and assigns, held and firmly bound unto **MERCED COMMUNITY COLLEGE DISTRICT** (“the Obligee”) for payment of 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 **BID # 2018-07 STADIUM STEPS (UPPER) SECTION**

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

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

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

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

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

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

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

(Contractor-Principal Name)

By: _____
(Signature)

(Typed or Printed Name)

Title: _____

(Attach Notary Public Acknowledgement of Principal's Signature)

(Surety Name)

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

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

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

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

(Contact Name)

(Street Address)

(City, State & Zip Code)

(_____) _____ (_____) _____
Telephone Fax

(Email address)

GUARANTEE

Project:BID # 2018-07 STADIUM STEPS (UPPER) SECTION

The Contractor hereby warrants and guarantees to the District that all work, materials, equipment and workmanship provided, furnished or installed by or on behalf of Contractor in connection with the above referenced Project (the "Work") have been provided, furnished and installed in strict conformity with the Contract Documents for the Work, including without limitation, the Drawings and the Specifications. Contractor further warrants and guarantees that all work, materials, equipment and workmanship as provided, furnished and/or installed are fit for use as specified and fulfill all applicable requirements of the Contract Documents including without limitation, the Drawings and the Specifications. Contractor shall, at its sole cost and expense, repair, correct and/or replace any or all of the work, materials, equipment and/or workmanship of the Work, together with any other items which may be affected by any such repairs, corrections or replacement, that may be unfit for use as specified or defective within a period of two (2) years from the date of the District's Final Acceptance of the Work, ordinary wear and tear and unusual abuse or neglect excepted.

In the event of the Contractor's failure and/or refusal to comply with the provisions of this Guarantee, within 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 warranty(ies) relating to the Work shall be binding upon the Contractor's Performance Bond Surety and all successors or assigns of Contractor and/or Contractor's Performance Bond Surety.

The provisions of this Guarantee are in addition to, and not in lieu of, any provisions of the Contract Documents for the Work relating to the Contractor's guarantee(s) and warranty(ies) or any guarantee(s) or warranty(ies) provided by any material supplier or manufacturer of any equipment, materials or other items forming a part of, or incorporated into the Work, or any other guarantee or warranty obligation of the Contractor, prescribed, implied or imposed by law.

The undersigned individual executing this Guarantee on behalf of Contractor warrants and represents that he/she is duly authorized to execute this Guarantee on behalf of Contractor and to bind Contractor to each and every provision hereof.

Contractor

(Contractor Name)

(Signature of Contractor's Authorized Employee, Officer or Representative)

(Printed Name and Title)

(Date)

STADIUM BLEACHER SPECS, Upper half of home side bleachers:

8 Isles total:

Isle 1 and 8 have a total of 7 sets of steps per isle

Isle 2 and 7 have a total of 12 sets steps per isle

Isles 3,4,5,6 have a total of 16 sets of steps

Haul and discard old wood, bolts, and materials

Purchase and installation of new pressure treated structural wood.

Purchase and installation of new bolts and nuts, replace with: (5/16 Nylock Nuts, Zinc Finish), (4 1/2 Inch Flat Countersunk Flat Head Elevator Bolts)

Prevailing Wage rates apply, registration with DIR required

Top set of steps on isles 1,2,7,8 on left and right side of the stadium bleachers are tapered

Specifics:

All 8 Isles total, initial set of steps going up off the center walkway of the stadium consist of a set of 3 boards. All other sets of steps are in groups of four, sizes are approximate must be verified by contractors during bid walk:

Initial set of steps off the center walking going up: Approximate size:

Approximate size: 6' 5 1/4" X 9" 1/4" X 3"

Approximate size: 6' 5" X 7 1/2" X 3"

Approximate size: 12' 5" X 11 1/4" X 3"

All other steps going up after the initial set of steps:

6'5" X 9 1/4" X 3"

6'5" X 7 1/2" X 3"

6'5" X 5 1/2" X 3"

6'5" X 11 1/2" X 3"

