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**BARSTOW COMMUNITY COLLEGE DISTRICT  
CUPCAA INFORMAL BIDDING**

**PROJECT: TENNIS COURT RESURFACING**

**BID NO. BCC2302**

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## NOTICE OF INFORMAL BIDDING AND BIDDING INSTRUCTIONS

### TO ALL QUALIFIED BIDDERS FOR “B” – General Building Contractor License PROJECT: TENNIS COURT RESURFACING

PLEASE TAKE NOTICE, that the District will accept electronically submitted Bid Proposals under the District’s Informal Bidding Procedures (Public Contract Code §22030 et seq.), for the Work of a Project described as **TENNIS COURT RESURFACING**.

1. Project Information. Additional information regarding the Project, including Drawings, Specifications and/or other Project requirements are available at [Facilities-Construction@barstow.edu](mailto:Facilities-Construction@barstow.edu).

2. Labor Code. The Work is subject to prevailing wage rates and other applicable Labor Code requirements; the Contractor and all Subcontractors shall pay not less than the prevailing wage rates for the classification(s) of labor necessary to complete the Work and comply with all applicable Labor Code requirements.

3. Submittal of Bid Proposals. Bid Proposals for the Work must be submitted in sealed envelopes, with the Bidder’s name and the Project prominently identified on the cover of such envelope to the District as follows:

Barstow Community College District  
Business Office – Building A  
2700 Barstow Rd.  
Barstow, CA 92311

Bid Proposals must be received by the District’s Business Office no later than 2:00 PM Monday, December 12, 2022. Bid Proposals submitted thereafter will be rejected for non-responsiveness. Timely submitted Bid Proposals will be opened as soon thereafter as practicable.

4. Documents Accompanying Bid Proposal. The following must be submitted with the Bid Proposal; failure to submit all of the following will result in rejection of the Bid Proposal for non-responsiveness:

(i) Subcontractors List (00 43 13) identifying each Subcontractor performing a portion of the Work valued at or greater than one-half of one percent of the price proposed in the Bid Proposal);

(ii) Non-Collusion Affidavit (00 45 19);  
(iii) Bid Security of not less than ten percent (10%) of the price proposed in the Bid Proposal in the form of cash, cashiers/certified check payable to the District or a Bid Bond in the form and content included with the Contract Documents (00 61 00);  
(iv) Certificate of Workers Compensation Insurance in the form and content included with the Contract Documents (00 45 26);  
(v) Drug-Free Workplace Certification in the form and content included with the Contract Documents (00 45 27).

5. Award of Contract. The Contract for the Work, if awarded, will be to the responsible Bidder submitting the lowest priced responsive Bid Proposal. The District’s President/Superintendent or designee will take action to award the Contract. Bidders will be notified in writing by the District of the Bidder to whom the District has awarded the Contract. The Contract awarded by the District’s President/Superintendent or designee is subject to ratification by the District’s Board of Trustees.

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

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

[END OF SECTION]

**BID PROPOSAL**

**PROJECT: TENNIS COURT RESURFACING**

**TO: BARSTOW COMMUNITY COLLEGE DISTRICT (“the District”).**

**FROM:**

Bidder	_____		
	(Bidder Name)		
	_____		
	(Street Address)		
_____			
(City, State, Zip Code)			
_____			
(Telephone)			
Bidder Contact Person and Email	_____		
	(Name)		
_____			
(Email Address)			
Contractors' License	_____	_____	_____
	(License Number)	(Expiration Date)	(License Classifications)
	_____		
DIR Registration Number	_____		

**1. Bid Proposal**

**1.1 Bid Proposal Amount.** The undersigned Bidder proposes and agrees to perform the Contract including, without limitation, providing and furnishing any and all of the labor, materials, tools, equipment and services necessary to perform the Contract and complete in a workmanlike manner all of the Work required for the Project described as: **TENNIS COURT RESURFACING** for the \_\_\_\_\_ sum of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_). The Bidder confirms that it has checked all of the above figures and understands that neither the District nor any of its agents, employees or representatives shall be responsible for any errors or omissions on the part of the undersigned Bidder in preparing and submitting this Bid Proposal.

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

\_\_\_\_\_ **Addenda Nos. 1, 2, and 3** \_\_\_\_\_ received, acknowledged  
(initial) and incorporated into this Bid Proposal.

**2. Documents Accompanying Bid.** The Bidder has submitted with this Bid Proposal the following:

- (i) Subcontractors List (00 43 13) identifying each Subcontractor performing a portion of the Work valued at or greater than one-half of one percent of the price proposed in the Bid Proposal);
- (ii) Non-Collusion Affidavit (00 45 19);
- (iii) Qualifications Statement (00 43 15);
- (iv) Bid Security of not less than ten percent (10%) of the price proposed in the Bid Proposal in the form of cash, certified/cashier’s check payable to the District or a

- Bid Bond in the form and content included with the Contract Documents (00 61 00);
- (v) Certificate of Workers Compensation Insurance in the form and content included with the Contract Documents (00 45 26);
- (vi) Drug-Free Workplace Certification in the form and content included with the Contract Documents (00 45 27)

The Bidder acknowledges that if this Bid Proposal and the foregoing documents are not fully in compliance with applicable requirements set forth in the Notice of Informal Bidding and Bidding Information and in each of the foregoing documents, the Bid Proposal may be rejected as non-responsive.

- 3. Award of Contract.** If the Bidder submitting this Bid Proposal is awarded the Contract, the undersigned will execute and deliver to the District the Contract for Labor and Materials in the form attached hereto within five (5) days after notification of award of the Contract. Concurrently with delivery of the executed Agreement to the District, the Bidder awarded the Contract shall deliver to the District: (a) Certificates of Insurance evidencing all insurance coverages required under the Contract Documents; (b) the Performance Bond; and (c) the Labor and Material Payment Bond. Failure of the Bidder awarded the Contract to strictly comply with the preceding may result in the District's rescission of the award of the Contract and/or forfeiture of the Bidder's Bid Security. In such event, the District may, in its sole and exclusive discretion elect to award the Contract to the responsible Bidder submitting the next lowest Bid Proposal, or to reject all Bid Proposals.
- 4. Acknowledgment and Confirmation.** The undersigned Bidder acknowledges its receipt, review and understanding of the Drawings, the Specifications and other Contract Documents pertaining to the proposed Work. The undersigned Bidder certifies that the Contract Documents are, in its opinion, adequate, feasible and complete for providing, performing and constructing the Work in a sound and suitable manner for the use specified and intended by the Contract Documents. The undersigned Bidder certifies that it has, or has available, all necessary equipment, personnel, materials, facilities and technical and financial ability to complete the Work for the amount bid herein within the Contract Time and in accordance with the Contract Documents.

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

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

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

**SUBCONTRACTORS LIST**

<b>Project ("the Work")</b>	<b>TENNIS COURT RESURFACING</b>
<b>Bidder Name</b>	_____
<b>Bidder's Representative Signature</b>	_____ (Signature)
	_____ (Typed or Printed Name)

<b>Licensed Name of Subcontractor</b>	<b>Address of Office, Mill or Shop</b>	<b>Trade or Portion of Work</b>	<b>Contractors' License Number</b>	<b>DIR Registration Number</b>

**[DUPLICATE THIS FORM FOR ADDITIONAL SUBCONTRACTORS]**

**QUALIFICATIONS STATEMENT**

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

Bidder Name: \_\_\_\_\_

**1. Insurance and Bonding.**

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

**[CONTINUED NEXT PAGE]**

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

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

Yes  No (Not Qualified)

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

Yes  No (Not Qualified)

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

Yes  No (Not Qualified)

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

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

Yes  No (Not Qualified)

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

Yes  No (Not Qualified)

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

Yes (Not Qualified)  No

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

Yes (Not Qualified)  No

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

Yes (Not Qualified)  No

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

Yes (Not Qualified)  No

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

Yes (Not Qualified)  No

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

Yes (Not Qualified)  No

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

Yes (Not Qualified)  No

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

Yes (Not Qualified)  No

**2.14** Has 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

**2.15** Within the past five (5) years, has the Bidder, or any predecessor-in-interest of the Bidder, entered into a written agreement or verbally/orally agreed with any public agency not to submit bid proposals, proposals, quotes, or respond to any procurement of such public agency for any construction, construction management, or related services?

Yes (Not Qualified)  No

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



**NON-COLLUSION AFFIDAVIT**

**STATE OF CALIFORNIA**  
**COUNTY OF \_\_\_\_\_**

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

that I am the \_\_\_\_\_ of \_\_\_\_\_,  
(Title) (Bidder Name)

the party submitting 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 a 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

**CERTIFICATE OF WORKERS' COMPENSATION INSURANCE**

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

\_\_\_\_\_, declare, state and certify that:  
 (Contractor Name)

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

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

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

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

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

Name of Insurer	
Policy No.	
Expiration Date	
Name, Address, Telephone, Fax and Email Address of contact for Insurer or Broker	

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

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

\_\_\_\_\_  
 (Typed or printed name)

**DRUG-FREE WORKPLACE CERTIFICATION**

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

\_\_\_\_\_. I declare, state and certify to all of the following:  
(Contractor Name)

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.

3. Contractor agrees to fulfill and discharge all of Contractor’s obligations under the terms and requirements of California Government Code §8355 by, *inter alia*, publishing a statement notifying employees concerning: (a) the prohibition of any controlled substance in the workplace, (b) establishing a drug-free awareness program, and (c) requiring that each employee engaged in the performance of the Work of the Contract be given a copy of the statement required by California Government Code §8355(a) and requiring that the employee agree to abide by the terms of that statement.

4. Contractor and I understand that if the District determines that Contractor has either: (a) made a false certification herein, or (b) violated this certification by failing to carry out and to implement the requirements of California Government Code §§8355, the Contract awarded herein is subject to termination, suspension of payments, or both. Contractor and I further understand that, should Contractor violate the terms of the Drug-Free Workplace Act of 1990, Contractor may be subject to debarment in accordance with the provisions of California Government Code §§8350, et seq.

5. Contractor and I acknowledge that Contractor and I are aware of the provisions of California Government Code §§8350, et seq. and hereby certify that Contractor and I will adhere to, fulfill, satisfy and discharge all provisions of and obligations under the Drug-Free Workplace Act of 1990.

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

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

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

\_\_\_\_\_  
(Handwritten or Typed Name)

**CUPCCAA INFORMAL BID AGREEMENT**

This CUPCCAA Informal Bid Agreement (“Contract”) is entered into this December 12, 2022 by and between **BARSTOW COMMUNITY COLLEGE DISTRICT** (“District”) and \_\_\_\_\_ (“Contractor”) for the Work of the Project generally described as **TENNIS COURT RESURFACING**. In consideration of the mutual covenants set forth herein, the Contractor and District agree as follows:

1. **Contract Price.** In consideration of the payment of the sum of \_\_\_\_\_ Dollars (\$\_\_\_\_\_) (“the Contract Price”), the Contractor shall perform and complete the Work generally described as **TENNIS COURT RESURFACING**.
2. **Contract Time and Liquidated Damages.** 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 Thirty (30) calendar days after the commencement date for the Work (“the Contract Time”). Failure to complete the Work within the Contract Time will subject the Contractor to Liquidated Damages at the rate of Five Hundred Dollars (\$500) until the Work is completed.
3. **Project Site.** The location of the Work is at **Barstow College Tennis Courts** (“the Site”).
4. **Contractor and Subcontractor Insurance.** At all times during the Work, the Contractor and each Subcontractor shall obtain and maintain the following insurance coverages:

<b>Contractor Insurance</b>	
Policy of Insurance	Minimum Coverage Limit
Workers’ Compensation Insurance	In accordance with Laws
Employer’s Liability Insurance	One Million Dollars (\$1,000,000)
Commercial General Liability and Property Insurance	Per occurrence: One Million Dollars (\$1,000,000)
	Aggregate: Two Million Dollars (\$2,000,000)
Automobile Liability Insurance (combined single limit)	One Million Dollars (\$1,000,000)
Contractor Pollution Liability Insurance	One Million Dollars (\$1,000,000) per claim and One Million Dollars (\$1,000,000) in the aggregate
Builder’s Risk “All-Risk” Insurance	Full insurable value of Work Seismic coverage is not required

<b>Subcontractors’ Insurance</b>	
Policy of Insurance	Minimum Coverage Limit
Workers’ Compensation Insurance	In accordance with Laws
Employer’s Liability Insurance	One Million Dollars (\$1,000,000)
Commercial General Liability and Property Insurance	Per occurrence: One Million Dollars (\$1,000,000)
	Aggregate: Two Million Dollars (\$2,000,000)
Automobile Liability Insurance (combined single limit)	One Million Dollars (\$1,000,000)
Contractor Pollution Liability Insurance	One Million Dollars (\$1,000,000) per claim and One Million Dollars (\$1,000,000) in the aggregate

5. **Change Order Mark-Up.** Mark-ups on the direct costs of Changes directed or authorized by the District pursuant to Paragraph 4 of the Contract Terms and Conditions are limited to ten percent (10%) of the direct costs.

6. **Contract Documents.** The Contract Documents consist of this Contract for Labor and Materials, the attached Contract Terms and Conditions, the Bid Proposal and other documents submitted by the Contractor to the District as a Bidder 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:

Notice of Informal Bidding and Bidding Instructions  
 Bid Proposal  
 Subcontractors List  
 Qualifications Statement  
 Non-Collusion Affidavit  
 Certificate of Worker's Compensation Insurance  
 Drug-Free Workplace Certification

Contract For Labor and Materials  
 Bid Bond  
 Performance Bond  
 Labor and Materials Payment Bond  
 Verification of Certified Payroll Records  
 Submittal to Labor Commissioner  
 Drawings  
 Specifications

7. **District Representative and Architect.** The District Representative is Deedee Garcia. The Architect, is N/A.

**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"**  
**BARSTOW COMMUNITY COLLEGE DISTRICT**

By: \_\_\_\_\_  
Eva Bagg. Ph.D.

Title: Superintendent-President

**"Contractor"**  
**[Contractor Name]**

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

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

Fed Tax Id: \_\_\_\_\_

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

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

\_\_\_\_\_  
Contractor's Representative

\_\_\_\_\_  
Contractor's Representative Email

(\_\_\_\_\_) \_\_\_\_\_  
Contractor's Representative Telephone

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## TERMS AND CONDITIONS OF CONTRACT FOR LABOR AND MATERIALS

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

**2. 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 reflect all activities necessary to complete the Work and shall be in such detail as required by the District. If a schedule is required, the Contractor shall update the schedule monthly or more frequently as directed by the District or required by the circumstances of the Work. If a Construction Schedule is included as part of the Contract Documents, the Contractor shall complete the Work in accordance with such Construction Schedule.

**4. Changes.**

**4.1 Changes to the Work.** The District may, by written order, make Changes to the Work, issue additional instructions and to add to or delete from the Work. No Change may be made 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 direct costs of labor and materials necessary to complete the Change plus a mark-up on the direct costs set forth in the Contract. The mark-up represents all compensation due the Contractor for profit, overhead/administrative costs and impacts of a Change. Changes approved by the District shall be reduced to a written Change Order in the form and substance established by the District.

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

In accordance with Public Contract Code §3400, the District will not consider or accept alternatives or substitutions for any Specified Items so identified.

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

**6. Safety; Security.** The Contractor shall comply with all applicable laws, ordinances, rules, or regulations pertaining to safety at the Site. The Contractor shall implement safety measures such as fencing, barricades, signs, lights and other precautions to prevent injury or death to persons or damage to property. The Contractor is responsible for securing the Site and Work in place or in progress (including materials/equipment/tools situated at the Site) to prevent theft, loss or damage.

**7. Labor.**

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

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

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

**7.4 Superintendent.** The Contractor shall employ a Superintendent fluent in verbal and written English who shall be at the Site at all times during performance of Work at the Site. The Superintendent is 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.

**7.5 Compliance With District Policies.** All personnel of the Contractor and Subcontractors shall comply with District policies, including policies prohibiting use of or possession of: tobacco and tobacco products of any form, alcohol, illegal/controlled substances and weapons while on District property.

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

Compensation/Employers Liability Insurance and Commercial General Liability Insurance as required by the Contract for Labor and Materials.

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

**10. Contract Price.**

**10.1 Contractor Payment Application.** The District will make payment of the Contract Price upon completion of the Work, the Contractor's full performance of all other obligations under this Contract and the Contractor's submission of an Application for Payment ("Payment Application") in such form and content as required by the District. Each Payment Application shall be accompanied by the form of Verification of Certified Payroll Records Submittal to Labor Commissioner included with the Contract Documents.

**10.2 Contract Price Payment.**

**10.2.1 Contract Time 60 Days or Less.** If the Contract Time is sixty (60) days or less, upon completion of the Work and all other obligations of the Contractor, the Contractor may submit a Payment Application for the entire Contract Price. Upon receipt of the Payment Application, the District Representative will verify that the Work has been completed and that the Contractor has performed all other obligations under the Contract Documents. Within thirty (30) days of the District Representative confirmation of the completion of Work and the Contractor's performance of other obligations hereunder, the District will make payment of the Contract Price.

**10.2.2 Contract Time More than Sixty (60) Days.** If the Contract Time is a duration of sixty (60) days or more, the Contractor may submit Payment Applications on a monthly basis for the value of Work completed in the prior month. Upon receipt of a Payment Application, the District Representative will promptly verify that the Work has been completed as indicated in the Payment Application. 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 as verified by the District Representative. Upon the Contractor's completion of the Work and all other Contractor obligations under the Contract Documents, the Contractor may submit a Payment Application for payment of sums retained from prior Payment Applications. 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; and/or (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.

**10.2.3 Withholding of Contract Price.** The District may withhold payment of any portion of the Contract Price for: (i) claims or the probability of claims being submitted by Subcontractor, Material Suppliers or others in connection with the Work; (ii) defective or non-conforming Work which is not remedied; (iii) uncured Contractor defaults; or (iv) any amount due from the Contractor to the District under the Contract Documents, including without limitation Liquidated Damages.

**11. Insurance.** The Contractor and its Subcontractors shall, at all times during the Work, maintain Workers Compensation, Employers Liability, and Commercial General Liability Insurance in the minimum coverage amounts set forth in the Contract. The Contractor's Commercial General Liability



Insurance shall name the District as an Additional Insured. 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. Policies of insurance required of the Contractor and Subcontractors is primary; policies of insurance maintained by the District are excess and non-contributory to the Contractor/Subcontractor policies of insurance. All policies of insurance shall be issued by insurers AM Best rated at least VII/A-.

## **12. Indemnification.**

**12.1 Contractor Indemnification.** To the fullest extent permitted by law, 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 (collectively "Indemnified Parties") from all claims, demands, causes of action, losses, damages or liabilities, including without limitation, attorneys' fees and other related legal fees, costs and expenses, which arise out of or related in any manner to the negligent, grossly negligent or willful conduct of the Contractor, its Subcontractors or their respective employees, agents or representatives in connection with the Work or performance of obligations hereunder. 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 Payment Notice claims; and (v) other losses, damages or costs arising out of, in whole or in part, of the negligent, grossly negligent or willful conduct of the Contractor or Subcontractors. The Contractor's obligations hereunder shall survive termination of the Contract and/or completion of the Work, and incorporated into and made a part of the obligations of the Surety issuing the Performance Bond.

**12.2 District Indemnification.** The District will indemnify and hold harmless the Contractor from claims arising out of bodily injury or death of persons or damage to property which arise out of the negligent, grossly negligent or willful conduct of the District.

## **13. District Right to Terminate.**

**13.1 Termination for Contractor Default.** 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. The District may, in the District's sole and exclusive discretion, afford the Contractor an opportunity to cure the Contractor's default. In such event, the Contractor commences, and diligently thereafter prosecutes to completion, all required actions to cure such default(s), this Contract shall be deemed terminated, effective as of 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 jointly and severally 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.

**13.2 Termination for District Convenience.** The District may terminate this Contract, in whole or in part, at any time for the convenience of the District and without fault or neglect of the Contractor by written notice to the Contractor, setting forth the effective date of such termination. If the Contract is terminated for the District's convenience, the Contract Price shall

be limited to the value of the Work in place or in progress as of the effective date of termination for the District's convenience.

- 14. Warranty.** In addition, to warranties arising by operation of law, the Contractor warrants that the Work, materials/equipment incorporated therein and workmanship conform to requirements of the Contract Documents and are not defective. If within one (1) year or such other period set forth in the Contract Documents, any of the Work, materials/equipment or workmanship are determined to be 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 materials/equipment or workmanship. If the Contractor fails to do so, the District may take necessary action to correct, replace or replace such Work, materials/equipment or workmanship at the cost and expense of the Contractor. The Performance Bond obligations include the foregoing warranty obligations of the Contractor.
- 15. Tests/Inspections of the Work.** The Work shall be subject to tests/inspections if required by the Contract Documents. The Contractor shall be liable for costs of tests/inspections which result from the Work: (i) not being ready for tests/inspections; or (ii) the failure of the Work to comply with the applicable test/inspection standards. If the Work is subject to the jurisdiction of the Division of State Architect ("DSA"), all of the Work shall be subject to inspection/observation by the Project Inspector retained by the District under DSA regulations.
- 16. Miscellaneous.**

**16.1 Claims Resolution.**

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

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

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

**16.1.2.2 Subcontractor Claims.** Subcontractor Claims are subject to Section 9204 Procedures, as modified herein. The District's review of Subcontractor Claims is expressly subject to the Contractor's submittal of a duly completed and executed form of Contractor Certification of Subcontractor Claim certifying that the Contractor has thoroughly reviewed the Subcontractor Claim and based on the Contractor's review, certify that: (i) the Subcontractor Claim is made by the Subcontractor in good faith; (ii) the Subcontractor Claim is supported by reasonable documentation establishing entitlement to the relief requested and District liability therefor; and (iii) the Subcontractor Claim does not incorporate any request constituting a False Claim under applicable law, including the California False Claim Act (Government Code §12650 et seq.). The form of Contractor Certification of Subcontractor Claim is included in the Contract Documents.

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

**16.1.3 Disputed Claims.** Disputed Claims of \$375,000 or less shall be resolved in accordance with the civil action procedures established in Public Contract Code §20104.4. Mediation conducted pursuant to Section 9204 Procedures shall excuse any further obligation under Section 20104.4 to mediate after litigation has been commenced.

**16.2 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.

**16.3 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.

**16.4 Permits; Approvals.** Unless otherwise expressly provided in the Contract Documents, the District shall obtain and pay for all fees, permits or approvals necessary for construction of the Work.

**16.5 Waiver of Consequential and 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.

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

**16.7 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 here from, but all other terms, conditions and provisions hereof shall remain unaffected and in full force and effect.

**16.8 Entire Agreement.** This Contract and the Contract Documents constitute the entire agreement and understanding of the District and the Contractor concerning the subject matter hereof.

**[END OF SECTION]**

**BID BOND**

KNOW ALL MEN BY THESE PRESENTS that we, \_\_\_\_\_, as Surety and \_\_\_\_\_, as Principal, are jointly and severally, along with their respective heirs, executors, administrators, successors and assigns, held and firmly bound unto **BARSTOW COMMUNITY COLLEGE DISTRICT** ("the Oblige") 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 Oblige for the Work commonly described as **TENNIS COURT RESURFACING**.

WHEREAS, subject to the terms of this Bond, the Surety and the Principal are jointly and severally firmly bound unto the Oblige in the penal sum equal to Ten Percent (10%) of the maximum amount of the Bid Proposal submitted by the Principal to the Oblige, 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 Oblige, 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 Oblige the difference between the amount specified in said Bid Proposal and the amount for which the Oblige 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 Oblige in again calling for bids, then the above obligation shall be void and of no effect, otherwise to remain in full force and effect.

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

**[CONTINUED NEXT PAGE]**

In the event suit or other proceeding is brought upon this Bond by the Obligee, the Surety and Principal shall be jointly and severally liable for payment to the Obligee all costs, expenses and fees incurred by the Obligee in connection therewith, including without limitation, 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 **BARSTOW 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 **TENNIS COURT RESURFACING**.

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 promptly, fully and faithfully performs 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 indemnifies and saves 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. The 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.

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

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

\_\_\_\_\_  
**(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)

**LABOR AND MATERIALS 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 **BARSTOW 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 **TENNIS COURT RESURFACING**.

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

**[CONTINUED NEXT PAGE]**



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.

\_\_\_\_\_  
**(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)

**VERIFICATION OF CERTIFIED PAYROLL RECORDS SUBMITTAL  
TO LABOR COMMISSIONER**

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

1. This Verification is submitted to Barstow Community College District concurrently with the Contractor's submittal of an Application for Progress Payment to the District, identified as Application for Progress Payment No. \_\_\_\_\_ ("the Pay Application").
2. The Pay Application requests the District's disbursement of a Progress Payment for the value of Work performed between \_\_\_\_\_, 20\_\_ and \_\_\_\_\_, 20\_\_.
3. The Contractor has submitted Certified Payroll Records ("CPR") to the Labor Commissioner for all employees of the Contractor engaged in performance of Work subject to prevailing wage rate requirements for the period of time covered by the Pay Application.
4. All Subcontractors who are entitled to any portion of payment to be disbursed pursuant to the Pay Application have submitted their CPRs to the Labor Commissioner for all of their employees performing Work subject to prevailing wage rate requirements for the period of time covered by the Pay Application.
5. I have reviewed the Contractor's CPRs submitted to the Labor Commissioner. The CPRs submitted to the Labor Commissioner by the Contractor are complete and accurate for the period of time covered by the Pay Application.
6. I have reviewed the Subcontractors' CPRs submitted to the Labor Commissioner. The CPRs submitted to the Labor Commissioner by the Subcontractors are complete and accurate for the period of time covered by the Pay Application.

I declare under penalty of perjury under California law that the foregoing is true and correct. This Verification is executed on \_\_\_\_\_, 20\_\_ at \_\_\_\_\_.  
(City and State)

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

**CONTRACTOR CERTIFICATION OF SUBCONTRACTOR CLAIM**

**To: Barstow Community College District**

**From** \_\_\_\_\_  
(Contractor Name)

**Project Name: TENNIS COURT RESURFACING**

Pursuant to Article 16.1.2.2 of the Contract Terms and Conditions, I certify as follows:

1. The portion of the Claim made on behalf of the Subcontractor to which this certification is attached is made in good faith.
2. I have reviewed the attached Subcontractor Claim and certify that to the best of my knowledge and belief, the amounts claimed for costs, expenses and damages incurred and supporting data submitted to CM/Contractor by the Subcontractor on behalf of any and all subcontractors or suppliers to Subcontractor, of all tiers, or any person or entity under Subcontractor, are accurate and complete. Subcontractor will not submit, after the date of execution of this certification, any such supporting data, including any such new amounts that, to the best of my knowledge and belief, that are not accurate and complete.
3. The amount requested accurately reflects the amount for which the Subcontractor believes the District is liable to Contractor.
4. The Subcontractor Claim does not incorporate any request constituting a False Claim under applicable law, including the California False Claim Act (Government Code §12650 et seq).
5. I am duly authorized to certify the Subcontractor Claim on behalf of the Contractor.

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

Executed at: \_\_\_\_\_, in the State of California, on \_\_\_\_\_, 20\_\_\_\_\_.

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

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

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

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

## Addendum 1

### TENNIS COURT RESURFACING

#### SCOPE OF WORK

**Front end scope of work for BCC tennis court resurfacing:** Contractor must attend a pre-bid meeting with district representatives in which this scope, safety, staging areas, site walk, access, expectations, project durations, work hours, etc. will be discussed and documented.

1. Prior to the start of any work the contractor will provide the district with a proposed schedule for completion and a schedule of values for all work phases to be performed. This will assist the district and project inspector in evaluating and processing timely payments.
2. Contractor will be responsible for the safe, secure storage of all equipment and materials to be used on the project.
3. Contractor will maintain on site any product material safety data sheets required.
4. Contractor will be solely responsible for the proper removal and disposal of any hazardous material generated from the completion of this project.
5. Contractor will ensure the site is maintained and left in a clean, safe condition at the end of each shift. Disposal of all removed debris, packaging, etc. is the responsibility of the contractor.
6. Alcohol and drugs are not permitted on the campus; any violation will result in removal by local law enforcement.
7. Contractor shall provide for relief of the crew.
8. Contractor is responsible for any temporary power and water required to complete the project; However, the district will make reasonable effort to accommodate and provide a temporary (POC) point of connection for contractor use.
9. The district will provide contractor parking and access to the site. If vehicular traffic is required on the interior roads or walkways of the campus prior arrangements must be made with the district to ensure student and staff safety.
10. Upon completion of all work, a written report (binder) compiling all manufactures material and equipment cut sheets and specifications, including warranties will be provided to the district.

CONTRACTOR WILL FURNISH THE FOLLOWING: TENNIS COURT RESURFACING, FULL COURT REMOVAL, (DETAILS BELOW). INCLUDES BONDS, DIR REPORTING, INSURANCE, SUPERVISION, PREVAILING WAGE.

ALL WORK TO BE DONE IN STRICT ACCORDANCE WITH UNIFIED BUILDING CODE, UBC, DIVISION OF STATE ARCHITECT, DSA, AMERICAN SPORTS BUILDER ASSOCIATION, ASBA AND LOCAL CODES. ALL MATERIAL IS TO BE PER PLANS AND SPECIFICATION. ALL WORK TO BE COMPLETED IN A WORKMANLIKE MANNER ACCORDING TO INDUSTRY STANDARD PRACTICES, ANY ALTERATION OR DEVIATION FROM THE ABOVE SPECIFICATIONS INVOLVING EXTRA COST WILL BE EXECUTED ONLY UPON WRITTEN ORDERS.

This project is for the full resurfacing of (4) industry standard tennis courts, in accordance with ASBA.

- Full (4) court surface removal
- Grind entire court to tight surface
- Remove all existing material in expansion joints
- Dispose of material
- Resurface tennis courts, Power wash tennis courts
- Patch all cracks and spalls
- Grind displaced areas on cracks so both sides are level

Note: Cracks in concrete and asphalt will return. A crack can be repaired however it may return. Cracks are formed due to movement of the slab expanding and contracting. Even with the correct method of repair cracks may re-appear.

- Apply Sportsmaster black resurface coat, 100% latex acrylic, mixed with #60 silica to smooth out surface and provide a superior base for color coating.
- Apply two coats of Sportsmaster color system, (two tone included) 100% latex acrylic, mixed with #90 silica sand for a medium speed of play.
- Stripe Play Lines, Sharp and Accurate to ASBA specifications.
- Lines to be white latex acrylic line paint unless otherwise specified.
- Squeegee marks, lines or swirls are always visible in the application process but will fade over time.
- Proposal provides for two (2) color choices excluding Bright Red and Tournament Purple.
- Courts will require extensive patching.
- Remove and replace all caulking with Sika-Flex 2CSL
- Grind edges for proper adhesion.



**SportMaster**  
SPORT SURFACES

OFFICIAL  
Surface  
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USPTA

PREMIUM SPORT SURFACING PRODUCTS

Need help selecting the right color combination for your tennis court?  
Try our Court Designer at [sportmaster.net](http://sportmaster.net)

The advertisement features a large photograph of a tennis match in progress on a blue and green court, viewed from the audience. In the foreground, several digital devices (a laptop, a desktop monitor, a tablet, and a smartphone) display the SportMaster website's 'Court Designer' tool, which shows various color and material options for tennis court resurfacing.

# PREMIUM SPORT SURFACING PRODUCTS

SportMaster athletic & recreational surfacing systems are manufactured using industry-standard, 100% acrylic resins and vibrant fade-resistant pigments. Our products have been used by professional, recreational, and private court owners for nearly 50 years. Experienced installers are available throughout the United States & abroad.

## DISTRIBUTION & SERVICE

SportMaster products are locally available at over 100 locations throughout the United States. We are the one-stop source for sport surfacing professionals with court surfaces and repair products, specialized industry tools, equipment, and coating specific sands. SportMaster materials are available at our stores or can be shipped and delivered to your location or jobsite.

## SPECIFICATION ASSISTANCE

Experienced SportMaster representatives are here to help with your project. Contact us for specification assistance or to find the best system to meet your needs and budget. Guide specifications are available for all of our surfacing systems, and free custom editing is available by request.

## SPORT CONTRACTOR REFERRALS

Contact us for free referrals to qualified contractors throughout the United States and around the world. SportMaster is installed by experienced installers, and we offer training to new or existing contractors to ensure the highest brand standards.

## PREMIUM SPORT SURFACING PRODUCTS

We produce a variety of sport surfacing products and systems.

Here are a few of our specialties

- Tennis & Racquet Sports Courts
- Basketball & Netball Courts
- Pickleball Courts
- Multi-use game courts
- Roller hockey & Roller Sports
- Running Tracks & Walking Paths
- Playgrounds & Colorscares



INTRODUCING  
THE  
COLORPLUS  
**FUSION**  
SYSTEM

ColorPlus Fusion is an expanded color chart, utilizing blends of the ColorPlus Pigment Dispersion system to achieve over 100 additional colors. Like the standard ColorPlus pigments, Fusion can be used in all of our surfacing systems. This opens up a whole new world of color choices and combinations.

To see the full expanded color chart, visit [www.sportmaster.net/colorplusfusion](http://www.sportmaster.net/colorplusfusion)



All Colors Available in all SportMaster® Systems when Using Colorplus™ Pigment Dispersion.



Dark Green



Light Green  
LEED credit (SRI 31)\*



Forest Green



Blue



Belge



Red  
LEED credit (SRI 36)\*



Light Blue



Sandstone  
LEED credit (SRI 46)\*



Tournament Purple  
| Higher Cost Pigment



Maroon



Gray



Ice Blue  
LEED credit (SRI 62)\*



Dove Gray  
LEED credit (SRI 33)\*



Orange  
| Higher Cost Pigment  
May require additional costs



Yellow



Brite Red  
LEED credit (SRI 62)\*  
| Higher Cost Pigment

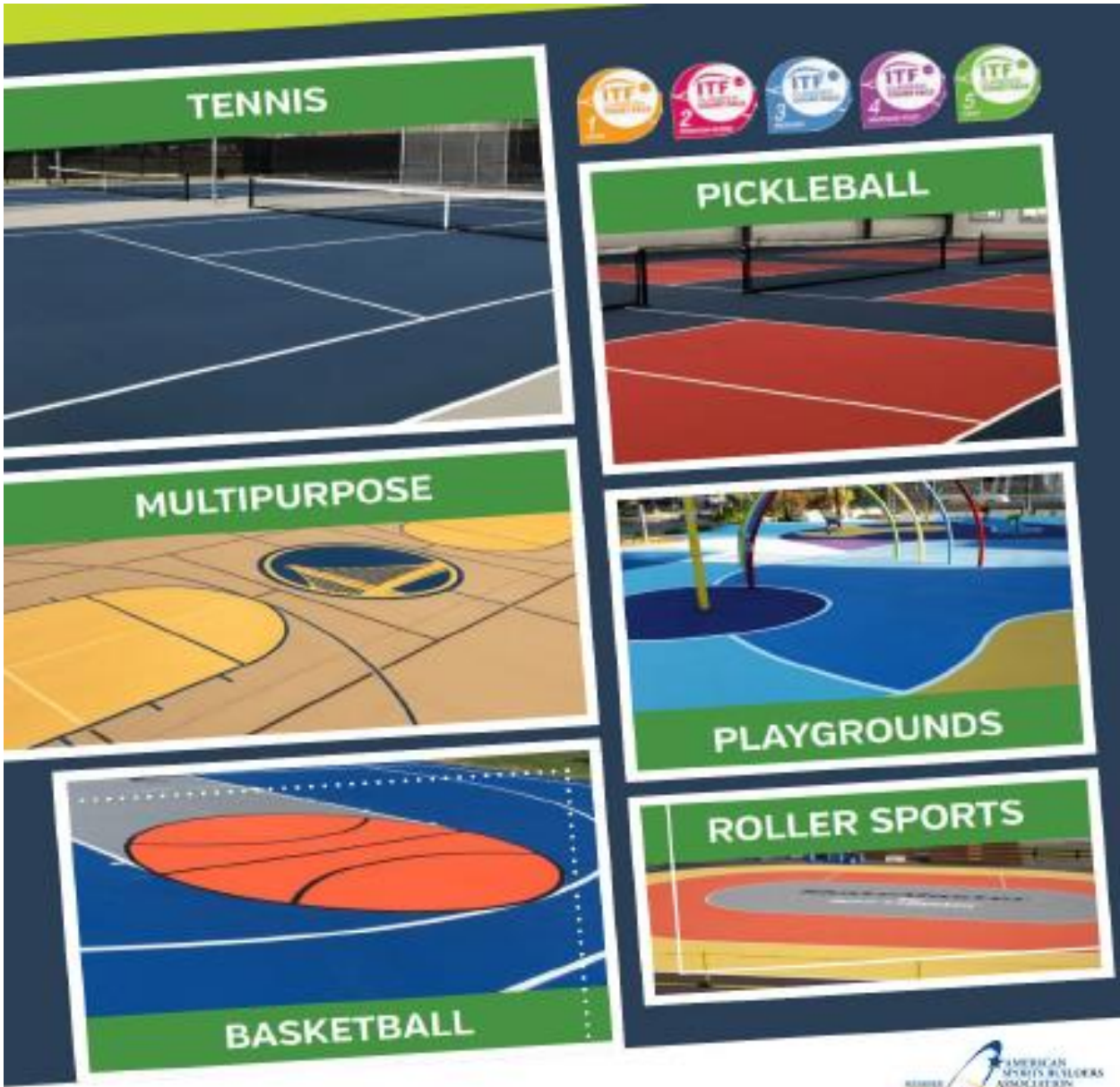


Black

**Don't see the color you're looking for?**  
 Visit [www.sportmaster.net/colorplusfusion](http://www.sportmaster.net/colorplusfusion)

\*Solar Reflectance Index (SRI) is the percentage of solar energy that is reflected by a surface. SportMaster® colors with an SRI of 29 or higher are indicated on one color chip card. These specific colors qualify for the LEED (Leadership in Energy and Environmental Design) program under Section 55 Credit 7.5 Heat Island Effects-Non-Roof. For more information visit [www.usgbc.org](http://www.usgbc.org) or contact a LEED accredited professional.  
 Chips on this card may vary slightly in color or finish from the actual product in the container, due to age, light, heat and printing process. Color samples shown on SportMaster® products.





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SPORT SURFACES

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**Addendum 2**

**TENNIS COURT RESURFACING**

**PRE-BID ON-SITE MEETING INVITATION (MANDATORY)**

**To:** All Prospective Bidders  
**Subject:** Pre-Bid Mandatory On-site Meeting Invitation  
**Site Location:** **Barstow College – Tennis Courts**  
**2700 Barstow Rd., Barstow, CA**  
**Meeting Date:** **December 2, 2022**  
**Meeting Time:** **9:00 a.m.**

To All Bidders,

Barstow Community College District invites you to a Pre-Bid meeting at the site listed above.

The meeting will be held on December 2, 2022 at 9:00 a.m. If you have any questions, please contact us via email at [Facilities-Construction@barstow.edu](mailto:Facilities-Construction@barstow.edu) or call (760) 252-7673.

**Addendum 3**

**TENNIS COURT RESURFACING**

**BID SCHEDULE**

<b>RFP Distribution</b>	<b>November 28, 2022</b>
<b>Mandatory On-site Job Walk</b> <i>(Meet at Tennis Courts)</i>	<b>December 2, 2022; 9:00 am</b>
<b>RFI's for Clarification Due to District</b>	<b>December 7, 2022; 5:00 pm</b>
<b>Response to RFI's to Contractors Due</b>	<b>December 8, 2022; 5:00 pm</b>
<b>Bid Submittals Due</b>	<b>December 12, 2022; 2:00 pm</b>
<b>Issue Notice to Proceed</b>	<b>December 12, 2022</b>
<b>Board Meeting for Ratification</b>	<b>December 21, 2022</b>
<b>Construction</b>	<b>December 14, 2022-January 26, 2023</b>