

AAAA
FIELD SERVICES CONTRACT PROPOSAL

FROM _____
 Bidder Name

The above-identified Bidder submits this Field Services Contract Proposal to El Camino Community College District ("District") to furnish work, labor, materials, equipment necessary to complete the Project described as **AAAA** ("Project") and all other obligations under the Contract for Field Services ("Contract").

1. Project Scope and Requirements. The Bidder has reviewed information provided by the District relating to Project requirements, including Drawings and Specifications, if any and the Scope of Work described in Attachment 1 to the Contract.

2. Proposal Submittal. Proposals and the following must be submitted to the District at:

El Camino Community College District
 Purchasing Department
 16007 Crenshaw Blvd.
 Torrance, CA 90506

The District will consider Proposals only if submitted no later than: [Click here to enter a date.](#), [Choose an item.](#) Proposals submitted thereafter are non-responsive and will be rejected. Proposals must be submitted with:

Subcontractors List
 Non-Collusion Affidavit
 Certificate of Workers Compensation Insurance
 Drug-Free Workplace Certification

3. Contractors' License. The Project must be completed by a Bidder licensed in the following classification(s): [Choose an item.](#) The Bidder's Contractors' License Number is _____, in the following classification(s): _____ and expiring _____, 20____.

4. Labor Code Compliance. The Bidder awarded the Contract must comply with Labor Code requirements, including payment of prevailing wage rates and preparation of Certified Payroll Records.

5. Insurance. The Bidder has obtained all policies of insurance in the minimum coverage limits required by

the Contract. If awarded the Contract, the Bidder and Subcontractors shall obtain and maintain policies of insurance with minimum coverage limits as required by the Contract.

6. Contract Time and Liquidated Damages. The Project must be completed within the Contract Time of _____ (____) days after the commencement date established by the District's Notice to Proceed. Failure to complete the Project within the Contract Time will subject the Contractor to Liquidated Damages at the rate of _____ Dollars (\$_____) from expiration of the Contract Time to Project completion.

7. Bidder's Price Proposal. The Bidder proposes to complete the Project and other obligations under the Contract for _____ Dollars (\$_____). The Bidder agrees to hold the Price Proposal firm for [Choose an item.](#) calendar days after the latest date for submitting Proposals.

8. Authority. The undersigned is authorized to submit this Proposal on behalf of the Bidder and to bind the Bidder to this Proposal.

9. Award of Contract. Pursuant to authority conferred by District Board Policies or District Board action, District staff will take action to award the Contract to the responsible bidder submitting the lowest priced responsive Proposal and to direct the successful Bidder's commencement of Project Work. The foregoing notwithstanding, action of District staff to award the Contract is subject to subsequent ratification by the District's Board of Trustees.

Date: _____

By: _____

Title: _____

CONTRACT FOR FIELD SERVICES

This Contract For Field Services is made and entered into on Click here to enter a date. by and between El Camino Community College District ("District") and _____ ("Contractor"). In consideration of the mutual covenants set forth herein, the District and Contractor agree as follows:

- 1. Project Scope of Work.** The Project is described as AAAA. The Contractor shall provide all work, labor, materials, equipment and services necessary to perform and complete the scope of Work described in in Attachment 1 - Scope of Work ("Project") in accordance with the requirements of this Contract.
- 2. Contract Price.** District agrees to pay Contractor a lump sum, fixed price amount of _____ Dollars (\$_____) for completion of the Project ("Contract Price").
- 3. Contract Time and Liquidated Damages.** Contractor shall commence Project 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 ("Contract Time"). Failure to complete the Project within the Contract Time will subject the Contractor to Liquidated Damages at the per diem rate of _____ Dollars (\$_____) until the Project is completed.
- 4. Insurance Minimum Coverage Limits.** Minimum coverage limits for policies of insurance the Contractor is required to maintain during the Project are as follows:

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: Choose an item. Aggregate: Choose an item.
Automobile Liability Insurance	Choose an item.
Contractor Pollution Liability Insurance	Per Occurrence: Choose an item. Aggregate: Choose an item.
Builder's Risk "All-Risk" Insurance	Choose an item.

- 5. District Representative.** The District Representative for the Work is _____.
- 6. Architect/Design Professional.** The Architect or Design Professional for the Work is _____.
- 7. Contract Documents.** The Contract Documents consists of this Contract, the accompanying Contract Terms and Conditions, and the documents identified below.

Contract for Field Services
Contract Terms and Conditions
Proposal
Subcontractors List
Non-Collusion Affidavit

Certificate of Workers Compensation Insurance
Drug-Free Workplace Certification
Insurance Certificates/Endorsements
Drawings and Specifications, if any
Other _____

- 8. Terms and Conditions.** Contractor agrees to comply with the attached Terms and Conditions, which are incorporated in this Contract as if set forth in full.
- 9. Notices.** Notices of the District and Contractor to the other shall be transmitted via e-mail **and** U.S. Mail, postage pre-paid, as set forth below.

Notices to the District:	If to the Contractor:
El Camino Community College District Purchasing Department 16007 Crenshaw Blvd. Torrance, CA 90506 Email: _____	_____ _____ _____

- 10. Entire Agreement.** This Contract, including the Scope of Work, Terms and Conditions, and the Contract Documents enumerated above, constitute the entire contract and understanding between District and Contractor relating to the subject matter hereof. This Contract and the Contract Documents replace and supersede all prior

contracts or negotiations, whether written or oral relating to the subject matter hereof. The Contract Documents shall not be modified except in a writing signed by the District and Contractor.

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.

The Contractor and District have executed this Contract as of the date set forth above.

"District"

El Community College District

By: _____

Title: _____

"Contractor"

By: _____

Title: _____

SAMPLE

CONTRACT FOR FIELD SERVICES; TERMS AND CONDITIONS**1. Contractor Responsibilities**

1.1. Labor, Materials and Services. The Contractor shall furnish all tools, equipment, apparatus, facilities, transportation, labor, and material necessary to complete the Project in accordance with the Contract Documents. Except for existing utility services at the Site made available to the Contractor by the District, the Contractor shall furnish all utilities necessary to complete the Project, including temporary utility distributions. The Work shall be completed in a high quality, workmanlike manner at such times and places as directed by and subject to the approval of the District Representative. All of the Work shall conform to the requirements of the Contract Documents and applicable laws, ordinances, rules and regulations ("the Laws"). If there are conflicts between any portions of the Contract Documents, the Contractor shall furnish and install the more stringent or higher quality requirements.

1.2. Contractor Supervision.

1.2.1. Contractor 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 Project; directions, instructions or other communications to and with the Contractor's Superintendent are directions, instructions or communications to or with the Contractor.

1.2.2. Employee Competency and Discipline. The Contractor shall enforce strict discipline and good order among employees of the Contractor and Subcontractors at the Site. Personnel of the Contractor or any Subcontractor are subject to removal from the Site for violations of the Laws 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 assigned tasks. Identification badges are required for Site access. Personnel providing or performing any Work at the Site will be permitted access to the Site only if District-issued identification badges are worn.

1.2.3. 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.

1.2.4. Certification of Compliance With Drug-Free Workplace Act. The Contractor and Subcontractors shall comply with the Drug-Free Workplace Act of 1990 (Government Code §8350 et seq.). The Contractor certifies to the District the Contractor's implementation of actions required by Government Code §8355.

1.3. Labor Code Requirements.

1.3.1. 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; and (ii) maintain complete and accurate payroll records for workers engaged in the Work. 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 limits. Monitoring and enforcement of the prevailing wage laws and related requirements will be performed by the Labor Commissioner/ Department of Labor Standards Enforcement (DLSE).

1.3.2. Certified Payroll Records. Pursuant to California Labor Code §1776, the Contractor and each Subcontractor shall maintain Certified Payroll Records for labor employed by them to complete Project Work including: name, address, social security number, wage rates, work classification/trades, straight time and overtime hours worked each day and week, actual per diem wages paid. The Contractor and Subcontractors shall furnish copies of Certified Payroll Records to the District and others in accordance the Laws.

1.3.3. Apprentices. Apprentices, if any, engaged in performing the Work shall be in strict conformity with applicable the Laws, including without limitation, Labor Code §§1777.5 through 1777.7, which are incorporated herein by this reference.

1.4. Permits and Licenses. At all times when performing Work under this Contract, the Contractor and all Subcontractors shall obtain and maintain in a valid/good standing status all necessary permits, licenses and other similar approvals or authorizations for performing Work and completing other obligations under the Contract.

1.5. Subcontractors. The Contractor is responsible for the acts, omissions and other conduct of Subcontractors and their employees, agents and representatives. Subcontracts between the Contractor and Subcontractors shall incorporate the Contract as far as such terms are applicable to the Subcontractor's work, including, without limitation, all indemnification, insurance, and warranty requirements. Subcontracts shall be made available to the District for review upon request of the District. All Subcontractors must comply with Labor Code §§ 1725.5 and 1771.1 and must be currently DIR registered Public Works Contractors and qualified to perform public works pursuant to Labor Code §1725.5 throughout the duration of the Project. Any Subcontractor who is not a DIR registered contractor shall be substituted in accordance with Labor Code §1771.1. Subcontractors identified in the Subcontractors List submitted by the Contractor with its Proposal shall not be replaced except in strict conformity with requirements of Public Contract Code §4107. The Contractor is responsible for all fees, costs or expenses (including attorneys' fees) incurred by the District to review, evaluate and respond to the Contractor's request to

replace a listed Subcontractor. Subcontractors must be a California licensed contractor in the classification(s) required for the portions of the Project completed by the Subcontractor.

1.6. Property Damage. The Contractor is responsible for costs to repair, replace or correct damage or destruction to property arising during the Contractor's completion of Project Work, including without limitation, damage/destruction of other facilities/improvements, landscape materials and irrigation systems.

1.7. Correction of Defective/Non-Conforming Work. Contractor shall repair, replace or otherwise correct Work which is defective or not in conformity with Contract Documents requirements at the Contractor's sole cost and expense and without adjustment of the Contract Time or the Contract Price.

2. Project Site

2.1. Site Examination and Site Conditions. The Contractor has examined the Site and accepts conditions at the Site affecting the completion of the Project. By submitting a Proposal for the Project, the Contractor warrants and represents to the District that the Contractor has made all Site examinations that it deems necessary and that the pricing proposed in the Proposal is not subject to adjustment for conditions at the Site.

2.2. Safety and Security; Protection of Work and Property. The Contractor is solely responsible for safety at the Site, including compliance with Laws pertaining to safety at the Site. Contractor shall comply with all District rules and regulations pertaining to safety, security and driving on school grounds, particularly when students are present. 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 all personal property items situated at the Site) to prevent theft, loss or damage. The District and District employees, officers, agents or representatives are not liable for loss, theft, damage or destruction of personal property items. The risk of such loss, theft, damage or destruction is solely that of the Contractor.

2.3. Contractor Environmental/Hazardous Materials Responsibilities. The Contractor shall comply with Laws relating to construction waste management, materials re-use and/or recycling and the maintenance of records relating thereto. All activities of the Contractor relating to removal, transportation and/or disposal of any hazardous material shall be in strict compliance with the Laws, including compliance with requirements of manifests for the transportation and disposal of hazardous materials. The Contractor's failure to strictly comply with its obligations hereunder shall be a basis for the District's withholding of Contract Price disbursements until the Contractor has complied and performed its obligations hereunder. Upon completion of the Project, the Contractor shall complete, execute and submit to the District the form of Asbestos and Hazardous Materials Certification included with the Contract Documents.

2.4. Clean-up. The Contractor shall remove and legally dispose of all waste materials and other debris from the Site. The Site shall be in maintained in a neat, orderly and "broom clean" condition. At completion of the Project, the Contractor shall: (i) remove all temporary facilities and installations; and (ii) clean all surfaces, fixtures, equipment at the Site. If the Contractor fails to complete clean up responsibilities, the District may do so, and all costs shall be charged to the Contractor; the District may deduct such costs from the Contract Price then or thereafter due the Contractor.

2.5. Occupancy. The District reserves the right to occupy existing facilities and improvements in, at or about the Site at any time before completion of the Project. The District's occupancy does not constitute acceptance or approval of any part of the Project and will not extend the Contract Time nor relieve the Contractor of any duties or responsibilities under this Contract.

2.6. Emergencies. In an emergency affecting life, life safety, property damage, the Work or adjoining property, Contractor, without special instruction or authorization from District, shall take such actions reasonably necessary to prevent such threatened loss or injury. Contractor shall immediately report in writing to the District Representative if such action is taken.

3. Project Requirements

3.1. District Site Access. The District and the District's employees, agents or representatives shall at all times have access to the Site and the Project. The Contractor shall provide safe and proper facilities for such access.

3.2. Construction Schedule. If the Contract Time is more than thirty (30) calendar days, the Contractor shall prepare a Construction Schedule in such form and format required 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 Contract Documents. If a schedule is required, the Contractor shall update the schedule monthly or more frequently as directed by the District or required by the circumstances of Project progress. The Contractor's Construction Schedule shall be submitted to the District for review and acceptance. The Contractor shall complete Project Work in accordance with the District accepted Construction Schedule.

3.3. 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 seven (7) 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 is final. No substitution accepted by the District shall increase the Contract Price or the Contract Time. 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 is 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.

3.4. Contractor Warranty. If within one (1) year, or such other period set forth in the Contract Documents, any part of the Project or workmanship is found defective or not in compliance with the Contract Documents, the Contractor shall promptly correct, repair or replace such part of the Project 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.

3.5. Manufacturer Warranties. The Contractor shall, prior to the release of retention, provide the District Representative with hard copies of all manufacturer warranties for all equipment and materials furnished, installed and incorporated into the Project.

3.6. DSA. If the Project is subject to jurisdiction of the Division of State Architect ("DSA"), the Work is subject to the continuous observations of the Project Inspector and materials incorporated into the Work are subject to DSSA required tests and/or inspections. The Project is subject to DSA PR13-01. The Contractor shall timely complete all actions required of the contractor under DSA PR 13-01. The Contractor shall timely complete all actions required of a contractor under DSA Regulations for submittal of Verified Reports.

3.7. Construction Materials Tests/Inspections. If construction materials incorporated into the Project are subject to tests/inspections by the Contract Documents or DSA, tests/inspections will be conducted by qualified consultants selected by the District. The Contractor shall comply and cooperate with the District to schedule and coordinate conduct of tests/inspections with the progress of Work. The Contractor is liable for costs, fees, expenses and other losses arising out of failure of any construction materials to comply with standards required by DSA and/or the Contract Documents upon completion of the initial test/inspection of such materials.

4. Contract Price.

4.1. Contract Time Less Than Sixty (60) Days. If the Contract Time is sixty (60) days or less, the District will make payment of the Contract Price upon completion of the Project, the Contractor's full performance of all other obligations under the Contract Documents and the Contractor's submission of a properly itemized invoice and duly executed Verification of Certified Payroll Records Submittal to Labor Commissioner. Upon receipt of thereof, the District Representative will promptly verify that the Project has been completed and that the Contractor has performed all other obligations hereunder. Within thirty (30) days of the District Representative confirmation of the completion of Work and the Contractor's performance of other obligations hereunder, the District will make payment of the Contract Price.

4.2. Contract Time More Than Sixty (60) Days. If the Contract Time is sixty (60) days or more, the Contractor may submit invoices on a monthly basis for the value of Project 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 after District's approval of the Application for Payment, Contractor shall be paid a sum equal to ninety-five percent (95%) of the value of the Work performed (as verified by the District and certified by Contractor) up to the last day of the previous month, less the aggregate of previous payments and amount to be withheld. Within sixty (60) days of completion of all Project Work and all other of the Contractor's obligations hereunder, amounts previously retained from prior invoices will be released to the Contractor. The District may, in its sole discretion, condition payment of the Contract Price, or any portion thereof, upon: (i) the Contractor's preparation of a Schedule of Values for review and acceptance by the District's Representative; (ii) the submittal of executed Waivers and Releases (on Progress Payment or Final Payment, as applicable) for the Contractor and all Subcontractors receiving any portion of the Contract Price; and/or (iii) delivery of executed Verification of Certified Payroll Records Submittal to Labor Commissioner by Contractor and Subcontractors.

4.3. District Deducts and Withholds From Contract Price. The District may deduct from the Contract Price and withhold disbursement of the Contract Price for any of the following: (i) Liquidated Damages; (ii) sums expended by the District to perform the Contractor's obligations under the Contract Documents; (iii) defective or non-conforming Project Work not remedied; (iv) stop payment notice claims; (v) reasonable doubt that the Project can be completed for the unpaid balance of the Contract Price or within the Contract Time; (vi) unsatisfactory prosecution of the Project Work; (vii) unauthorized deviations from requirements of the Contract Documents; (ix) losses, damages or costs arising out of the Contractor's default or breach of obligations; and (x) any other sums which the District is entitled or required to withhold from the Contractor the Contract Documents or the Laws. The failure by the District to deduct any of these sums from a progress payment shall not constitute a waiver of the District's right to such sums.

5. Changes

5.1. District Authority. The District may direct Changes within the general scope of Project Work. Changes authorized or directed by the District shall be reduced to a written Change Order in the form and content prepared by or on behalf of the District. Adjustments to the Contract Price for District authorized Changes shall be limited to the actual costs of labor, materials, equipment or services necessary to complete the Change. All other costs associated with a Change, including without limitation profit, overhead/administrative costs and impacts are fully compensated by the mark-up established in the Contract Documents on direct costs of a Change. The Contractor shall provide the District with all information requested to substantiate the cost of a Change. The Contractor shall submit, prior to approval of a Change Order, its request for adjustment of the Contract Time (if any) along with data substantiating the Contractor's right to adjustment of the Contract Time and the extent of such adjustment. If Contractor fails to strictly comply with the preceding, the District's determination of the Contract Time and/or Contract Price adjustment on account of a Change shall be final and binding on the Contractor.

5.2. Construction Change Directive ("CCD"). The District may direct a Change prior to and without issuance of a Change Order by a Construction Change Directive ("CCD"). The Contractor shall: (i) promptly commence and complete changes incorporated into a CCD; and (ii) maintain detailed contemporaneous records of labor, materials and equipment incorporated into or consumed in completing a CCD. Adjustment of the Contract Price or Contract Time on account of a CCD shall be determined in accordance with the Contract Documents and incorporated into a Change Order.

5.3. Mark-ups On Changes. The mark-up on direct costs for a Change directed or authorized by the District for all overhead (including home and field office overhead), general conditions costs, impacts of the Change and profit, shall not exceed the percentage of allowable direct actual costs for performance of the Change as set forth below.

5.3.1. Subcontractor Performed Changes. For the portion of a Change performed by Subcontractors, the mark-up on actual direct labor and materials costs incurred the Subcontractors is Ten Percent (10%). In addition, the Contractor may add an amount equal to Five Percent (5%) of the Subcontractors actual direct labor and materials costs; the Contractor's mark-up shall not be applied to the Subcontractors mark-up.

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

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

6. Insurance and Indemnity

6.1. Indemnification.

6.1.1. 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 are related in any manner to the negligent, grossly negligent or willful conduct of the Contractor, its Subcontractors or their respective employees, agents or representatives or as a result of the Contractor's failure to perform the Contractor's obligations under this Agreement in accordance with the terms hereof. 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. The Contractor's obligations hereunder shall survive termination of the Contract and/or completion of the Work.

6.1.2. 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.

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

7. Termination and Suspension

7.1. Termination For Contractor Default. The Contractor's failure to fully and timely perform its obligations under the Contract Documents or to strictly comply with terms and conditions 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 commences, and diligently thereafter prosecutes to completion, all required actions to cure such default(s), the Contract is 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 is liable to the District for all losses, costs and damages arising out of the Contractor's default and costs to complete the Project Work which exceeds the remaining Contract Price at the time of termination.

7.2. District Termination For Convenience. The District may terminate the Contract, in whole or in part, at any time for the convenience of the District by written notice to the Contractor, in which case, the payment of the Contract Price shall be limited to the value of the Work in place or in progress at the time of the termination for the District's convenience; no payment shall be made or due from the District for the unperformed portion of the Project Work.

7.3. Suspension. The District may by written directive to the Contractor, suspend the Project Work, in whole or in part, for such time as determined by the District. Upon issuance of such directive, the Contractor shall take action as directed to protect work in place, materials/equipment at the Site and other actions relating to Project Work in place, in progress, in storage, in transit or

in fabrication ("Contractor Suspension Activities"). The Contractor shall resume Project Work as directed by the District. The District's suspension of Project Work shall not result in adjustment of the Contract Price, except for the direct costs of Contractor Suspension Activities. The Contract Time will be equitably adjusted for District directed suspension of Project Work.

8. Miscellaneous

8.1. Claims Resolution.

8.1.1. 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.

8.1.2. 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").

8.1.2.1. 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.

8.1.2.2. 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.).

8.1.3. 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.

8.1.4. Disputed Claims. Claims not resolved by the Section 9204 Procedures are subject to the binding dispute resolution procedures of Public Contract Code §20104.4 (Section 20104.4 Dispute Resolution Procedures).

8.1.5. Section 20104.4 Dispute Resolution Procedures, Claims Less Than \$375,000. Disputed Claims of \$375,000 or less shall be resolved in accordance with the civil action procedures established in Public Contract Code §20104.4 ("Section 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.

8.2. Limitation On Special/Consequential Damages. In the event of the District's breach or default of its obligations under the Contract Documents, the damages, if any, recoverable by the Contractor are limited to general damages directly caused by the breach or default and shall exclude any and all special or consequential damages, if any. The Contractor expressly waives and relinquishes any recovery of special or consequential damages from the District.

8.3. Attorneys' Fees. Except as expressly provided for in the Contract Documents, or authorized by the Laws, neither the District nor the Contractor shall recover from the other any attorneys' fees or other costs associated with or arising out of any legal, administrative or other proceedings filed or instituted in connection with or arising out of the Contract Documents or the performance of either the District or the Contractor thereunder.

8.4. Audit. The District shall have the right to review, audit, and to copy records and supporting documentation of the Contractor and Subcontractors relating to performance of the Contract. Contractor agrees to maintain such records for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated or required by the Laws. Contractor shall allow District access to these records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Contractor agrees to include a similar right of the District to audit records and interview staff in any Subcontract.

8.5. Governing Law; Interpretation; Venue. This Contract is governed by the laws of the state of California and shall be interpreted as a whole and not in favor of the District or the Contractor. Jurisdiction for any legal proceeding shall be the Superior Court for the County in which the Site is situated and venue shall be the Superior Court branch situated closest to the Site.

8.6. Force Majeure. The Contractor and District are excused from performance during the time and to the extent that they are prevented from obtaining, delivering, or performing by act of God, fire, strike, loss, or shortage of transportation facilities, lock-out, commandeering of materials, products, plants or facilities by the government, when satisfactory evidence thereof is presented to the other party, provided that it is satisfactorily established that the non-performance is not due to the fault or neglect of the party not performing.

8.7. Successors. This Contract shall be binding upon and inure to the benefit of the respective successors-in-interest of the District and the Contractor. The foregoing notwithstanding, the Contractor shall not assign by this Contract, any right or obligation hereunder or any portion thereof.

8.8. Days. Unless otherwise stated in the Contract, all references to "days" shall be deemed references to calendar days.

8.9. Time. Time is of the essence in performance and completion of obligations under the Contract.

8.10. No Oral Modifications. The terms of the Contract shall be modified only by written instrument duly executed on behalf of the Contractor and District. No term or condition of the Contract shall be modified or amended except by a subsequent writing executed by the District and Contractor and approved or ratified by the District's Board. Verbal or oral modifications to the Contract are not enforceable.

8.11. No District Waiver. District's waiver or delayed enforcement of any term, condition, covenant or obligation of the Contractor under the Contract Documents shall not: (i) constitute the District's waiver or modification of such term, condition, covenant or obligation; or (ii) limit, restrict or impair the District's enforcement of such term, condition, covenant or obligation.

8.12. Provisions Required By The Laws Deemed Inserted. Provisions required by the Laws to be incorporated into the Contract Documents are deemed incorporated herein and the Contract Documents shall be read and enforced as though such provisions are incorporated herein.

8.13. Conflicts/Inconsistencies. In the event of conflict or inconsistency between the Contract and these Terms and Conditions ("Contract") and the terms of Contractor's Proposal, the terms of the Contract shall prevail over the Contractors Quote. It is further agreed that District's attachment of the Contractors Quote/Proposal shall not constitute a modification, amendment or limitation of any term or condition of the Contract unless such term or condition is expressly set forth in writing in this Contract.

8.14. Severability. If any provision of this Contract is declared or determined by any court of competent jurisdiction to be illegal, invalid or unenforceable, the legality, validity or enforceability of the remaining parts, terms and provisions shall not be affected thereby, and said illegal, unenforceable or invalid part, term or provision will be deemed not to be a part of this Contract.

8.15. Independent Contractor Status. While engaged in carrying out the terms and conditions of the Contract, the Contractor is an independent contractor, and not an officer, employee, agent, partner, or joint venture of the District.

8.16. Non-Discriminatory Employment Practices. The Contractor and Subcontractors shall comply with District Policies prohibiting discriminatory practices against employees or prospective employees based on race, color, ancestry, national origin, religious creed, sex, age, sexual preference, marital status or other classification protected by the Laws. Contractor agrees to abide by this policy and to comply with Laws prohibiting discriminatory employment practices, including the California Fair Employment Practice Act.

8.17. Entire Contract. The Contract Documents contain the entire agreement and understanding between the District and the Contractor concerning the subject matter hereof, and supersedes and replaces all prior negotiations, proposed contracts or amendments, whether written or oral.

[END OF SECTION]

ATTACHMENT 1- SCOPE OF WORK

AAAA

SAMPLE

SUBCONTRACTORS LIST

Project: AAAA

Name of Contractor: _____

Authorized Signature: _____

Licensed Name of Subcontractor	Subcontractor Office, Mill or Shop Address	Subcontractor Trade or Portion of Work	Subcontractor Contractors' License No.	Subcontractor DIR Registration No.

Attach additional page(s) as required

NON-COLLUSION AFFIDAVIT

PROJECT: AAAA

I, _____, being first duly sworn, deposes and says that I am the
(Typed or Printed Name)
_____ of _____, ("the Bidder") the party
(Title) (Bidder Name)
submitting the foregoing Proposal for the above-identified Project. In connection with the foregoing Proposal, the undersigned declares, states and certifies that:

1. The Proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization or corporation.
2. The 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 Contract, 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 Proposal and related documents are true.
6. The Bidder has not, directly or indirectly, submitted the bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any person, corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

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

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

By: _____
Title _____

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.

By:

(Signature)

(Typed or printed name)

SAMPLE

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

- 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)