

**Marin Community College District
1800 Ignacio Blvd
Novato, CA 94949**

*** March 18, 2017 ***

**REQUEST FOR BIDS
Building 11- IVC Renovation, Generator, New HVAC
BID #16/17 MB07**

DEADLINE TO SUBMIT BID	Before 2:00pm on April 11, 2017
<u>MANDATORY INFORMATION MEETING</u> (Site walk follows meeting)	March 24, 2017 - 1:30pm – Indian Valley Campus Building 8 lobby
DEADLINE TO SUBMIT QUESTIONS (RFI) must be submitted by facsimile to (562) 463-4654. Include the bid number in your Question or RFI.	Before 12 noon on March 31, 2017
ANTICIPATED DATE OF AWARD	April 18, 2017

Submit BID in a sealed envelope to:

**Mayra Ramirez, Buyer
Marin Community College District
Measure B – 2016 Purchasing
1800 Ignacio Blvd, Building 8
Novato, CA 94949**

Mark Outside of Envelope:

Request for BIDS - BID #16/17 MB07

INFORMATION AND GENERAL CONDITIONS

Definitions

The term "COM" as used herein shall be construed to include the Marin Community College District, College of Marin, Board of Trustees, and all employees, officers, and agents of the District.

The Firm or Contractor is named as such in the contract documents and is referred to in generic terms as if of singular number. Firm or Contractor is used interchangeably.

Preparation of Bid Documents

Interested Contractors may submit a Bid **in a sealed envelope**. The envelope shall be prominently marked with the Request for Bid number, title, due date, deadline for submitting Bid and the name of the entity submitting the Bid.

Bid shall be submitted by no later than **April 11, 2017, before 2:00pm.** It is the sole responsibility of the person submitting the Bid to see that it is delivered on time.

Bids shall be mailed or delivered to the attention of:

**Mayra Ramirez, Buyer
Marin Community College District
Measure B – 2016 Purchasing
1800 Ignacio Blvd, Building 8
Novato, CA 94949**

United Parcel Service (UPS) does not deliver to this address, please use FEDEX or USPS

The District will time stamp all Bids submitted. For the purpose of determining the time that a Bid is submitted, the District time clock shall be the controlling factor.

BID submittals received after the specified time and date will not be considered and will be returned unopened to the sender. Responses to this BID must follow the format described in this BID.

Signature

Bids shall be signed by an authorized individual or officer of the Firm submitting the Bid. If the Firm is a corporation, the Bid and any attachment thereto shall be executed by either the chairman of the board, president, or vice president, and if a different individual, also by the secretary, chief financial officer or assistant treasurer.

Completion of Bids

Bids shall be completed in all respects as required by the instructions herein. A Bid may be rejected if it is conditional or incomplete, or if it contains alterations of form or other irregularities of any kind. A Bid will be rejected if, in the opinion of the District, the information contained therein was intended to erroneously and fallaciously mislead the District in the evaluation of the Bid.

Erasures

The Bid submitted must not contain erasures, interlineations, or other corrections unless each correction is authenticated by signing in the margin, immediately opposite the correction, the name of the person signing the Bid.

Examination of Contract Documents

Firms shall thoroughly examine the contents of this BID. The failure or omission of any Firm to receive or examine any contract document, form, instrument, addendum, or other document shall in no way relieve the Firm from obligations with respect to this BID or to the contract to be awarded. The submission of a Bid shall be taken as prima facie evidence of compliance with this section.

If the Firm discovers any ambiguity, conflict, discrepancy, omission or other errors on the BID, he shall immediately notify the District of the error in writing and request modification or clarification of the document within the RFI deadline. Clarifications shall be given by written notice to all Firms participating in the BID, without divulging the source of the request for the same.

Modifications shall be made by addendum issued by the District.

If a Firm fails to notify District if an error in the BID before the date scheduled for submission of Bids, or of an error, which reasonably should have been known to him, he shall submit the Bid at their own risk. If the contract is awarded to the Firm, he shall not be entitled to additional compensation or time by reason of the error or its subsequent correction.

Confidential and Proprietary Information

All materials received relative to this BID will be kept confidential until such time an award is made or the BID is canceled. At such time, all materials received must be made available to the public. If any part of any firm's Bid is proprietary or confidential, the firm must so identify and so state. However, any information that must be used by District to aid in Bid selection must be restricted from the public. District reserves the right to retain all Bids submitted. Any restrictions on the use of hardware or software proposed, arising from the use or incorporation of confidential and/or proprietary information or materials, must be clearly stated in the Bid.

Addenda

District may modify this BID before the date scheduled for submission of Bids by issuance of an addendum to all parties who received the BID for the purpose of submitting a Bid. Addendum shall be numbered consecutively as a suffix by the BID reference number.

Modification of BID Response

No amendment, addendum or modification will be accepted after the Bid has been submitted to the District. The audit Bid may be modified after its submission by written notice to the District of withdrawal and resubmission before the date and time specified for receipt of Bids. Modifications will not be considered if offered in any other manner.

Withdrawal of Bids

The BID may be withdrawn by submitting a written request to the District at any time before the deadline date scheduled for Bid submission. The Firm may thereafter submit a new Bid before the deadline date for Bid submission. Bids may not be withdrawn after the Bid submission date for a period of ninety (90) days.

Rejection of Bids

The District reserves the right to reject any or all Bids received in response to the BID or to negotiate separately with any Firm when it is determined to be in the best interest of the District to do so.

Misunderstandings

The BID documents will be clarified by District upon written request from a firm. District's decision shall be final in any matter of interpretation of the documents.

Requests for Clarification

To control information disseminated regarding this BID, parties interested in submitting Bids are directed not to make personal contact with members of the Board of Trustees or the District Administration.

All requests for information and/or clarification must be in writing and received by the District **no later than 12:00 Noon, March 31, 2017** and shall be faxed or emailed to:

Mayra Ramirez, Buyer at 415-883-2211 *8308 or
mramirez@marin.edu

Prohibited Interest:

No official of the District who is authorized in such capacity and on behalf of the District to take part in negotiations or to make, accept or approve this contract, shall not have direct or indirect financial interest in the award or any part thereof. Bidder shall receive no compensation hereunder should bidder aid, abet or knowingly participate in violation of this article. For breach or violation of this article, the District shall have the right to terminate the contract either in part or in whole and any loss or damage sustained by the District in procuring the services on the open market which the Contractor agreed to supply, shall be borne and paid for by the Contractor.

Award of the Contract

If the contract is awarded, it will be to the responsive, responsible Firm with the lowest price. It is anticipated that award of the contract will be made within ninety (90) working days after the submission of Bids. If award cannot be made within this time period, the Firms will be requested, in writing, to extend the time period during which the firm agrees to be bound by his Bid. Written notification will be made to unsuccessful Bidders.

Error in Bid

Bids shall be bound by the terms and conditions of the Bid, notwithstanding the fact that errors are contained therein. However, if material errors are found in a Bid, District

will notify the firm that the Bid, as submitted, appears to contain errors and require the firm to correct the errors.

Workers' Compensation

In accordance with the provision of Section 3700 of the Labor Code of the State of California, each firm shall sign and file with District the following certificate before performing the work under the contract:

"I am aware of the provisions of Section 3700 of the Labor Code, which requires every employer to be insured against liability for workers' compensation or to undertake self insurance in accordance with the provisions of that code before commencing the performance of the work of the contract."

Covenant Against Contingent Fees

The firm warrants that no person or selling agency has been employed or retained to solicit or secure the contract to be executed as a result of the BID upon an agreement of understanding for a commission, percentage, brokerage or contingent fee, except bona fide established commercial or selling agencies, which are so declared and maintained by the firm for the purpose of securing business.

For breach or violation of this warranty, the District shall have the right to terminate any contract that may be entered into with the Firm and, in its sole discretion, to deduct from the contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage or contingent fees.

Compensation

District shall pay the Firm an amount not to exceed the maximum cost proposed in the BID. Invoices shall be submitted monthly to the Facilities Services Department, representing the Work complete for that previous month. Invoices will be reviewed by the Director of Facilities, and if approved, will be recommended for payment to the Vice President - Finance and Business for review and processing.

Firm's Obligation to Perform Work in Accordance with Standards

If the work performed by the Firm is not in accordance with the standards as specified herein, or if the work product submitted by the Firm are not complete. The Firm, at no additional cost, shall complete the work to the satisfaction of the College.

Insurance and Indemnification

The Firm shall hold harmless and indemnify the District and all officers, agents, employees, and members of the District from and against any such actions, suits or other proceedings.

Independent Contractor Status

It is expressly understood that the Firm named in any contract entered into by the District is acting as an "independent contractor" and not as an agent or employee of the District.

Assignment of Contract

The Firm shall not assign or transfer, by operation of law or otherwise, any or all of the Firm's rights, burdens, duties, or obligations with regard to this Agreement, without prior written consent of the District.

Insurance

Firm shall maintain public liability and property damage insurance in the amount of no less than One Million Dollars (\$2,000,000) combined single limit, which shall be primary over any other insurance carried by District. The Firm shall also maintain Errors and Omissions coverage of no less than One Million Dollars (\$2,000,000). Firm shall not commence work under the Contract until he had obtained all required insurance and certificates of insurance have been delivered to, and approved by the Director, Purchasing. Certificates of insurance shall include the following clause:

“This policy shall not be canceled or reduced in required limits of liability until written notice has been given to the District of such cancellation or reduction. The date of cancellation or reduction shall not be less than sixty (60) days after the date the notice is given.”

Certificates of insurance shall name the Marin Community College District, College of Marin and the Board of Trustees as additional insured's. In addition, said certificates shall state the extent of insurance, the locations and operations to which insurance applies, and the expiration date of the insurance.

Permits and Licenses

The Firm, its employees and agents, shall secure and maintain valid certifications and licenses as require by law for the execution of services pursuant to the contractual terms.

Termination of Agreement

District may terminate the Agreement at any time without penalties by providing Firm with 30 days written notification.

Termination for Nonperformance

If the Firm fails to perform services as required including furnishing properly trained personnel, or if he should be adjudged bankrupt, or if a receiver should be appointed on account of his insolvency, or should fail to provide services as required, then District may, with prejudice to any other right or remedy, or penalties, serve written notification of intention to terminate the Agreement. Such notice shall contain the reasons for such intention to terminate.

SCOPE OF WORK

The scope of Work includes all labor, materials, tools, appliance, equipment, and facilities necessary to do all of the Work noted in the Scope. All Work shall be done concurrently and to the satisfaction and under the supervision of the Director of Facilities Services or authorized representative. The scope of Work for **Building 11 Renovation at IVC, New Generator and HVAC** includes, but is not limited to the following;

SEE ALL PLANS, SPECIFICATIONS, DRAWINGS and DETAILS for FULLL SCOPE OF WORK

CONTRACTOR QUALIFICATIONS & BID REQUIREMENTS

General Bid Requirements.

- Bids shall be submitted in accordance with the instructions outlined in this BID.
- Bids received by the District that omit any portion of these submittal requirements may be deemed non-responsive.
- Respondent warrants upon submission of Bid that the Respondent has visited and observed the site conditions to provide a complete and operational system in accordance with referenced specifications in this BID.

Respondent Qualifications

The Respondent shall be a licensed contractor, in good standing, pursuant to the California Business and Professions Code, and licensed to perform the work called for in the contract documents. The successful Respondent must possess a valid active Class A or Class B. Contractor or subcontractor performing electrical work shall possess a valid active C-10 license. The Contractor's State License number shall be clearly stated on the Bid.

Schedule

Contract Completion shall be **70** consecutive calendar days.

Non-collusion Affidavit

Firm must complete, sign, date, and include with its Bid, the Non-collusion Affidavit attached to this BID.

Acknowledgement Statement

Firm must complete, sign, date, and include with its Bid, the Acknowledgement Statement attached to this BID.

Award of Contract

The District reserves the right to reject any or all Bids, or to waive irregularities or informalities in any Bids. Each Bid must conform and be responsive to the contract documents as defined in this BID. The District does not debrief about its BID process. The Districts decision is final in all matters related to this BID.

Mandatory Information Meeting - Job Walk

There will be a mandatory information meeting and job walk on **March 24, 2017 at 1:30 P.M.**

at COM, 1800 Ignacio Blvd Building 8 Main Lobby, Novato, Ca 94949. **Meeting will start in Building 9, Main Lobby.** Site walk will be after the meeting.

Submission

Submit the Response to this BID. Responses failing to address the listed requirements will be deemed non-responsive. Vendor must submit 3 copies and 1 electronic copy, via flash drive.

Submit responses in sealed envelopes:

Bid shall be submitted by no later than **April 11, 2017, before 2:00 P.M.** It is the sole responsibility of the person submitting the Bid to see that it is delivered on time.

Bids shall be mailed or delivered to the attention of:

**Mayra Ramirez, Buyer
Marin Community College District
Measure B – 2016 Purchasing
1800 Ignacio Blvd, Building 8
Novato, CA 94949**

BID FORM

TO: Marin Community College District, acting by and through its Governing Board, herein called "DISTRICT".

1. Pursuant to and in compliance with your Request for Bids and other documents relating thereto, the undersigned Respondent, having familiarized himself with the terms of the contract, the local conditions affecting the performance of the contract and the cost of the work at the place where the work is to be done, hereby proposes and agrees to perform within the time stipulated, the contract, including all of its component parts, and everything required to be performed, including its acceptance by the DISTRICT, and to provide and furnish any and all labor, materials, tools, expendable equipment, and utility and transportation services necessary to perform the contract and complete all of the work in a workmanlike manner required in connection with the **#16/17 MB07 Renovation of Building 11, Generator and HVAC** in the DISTRICT described above, all in strict conformance with the Exhibits and specifications and other contract documents on file at the Purchasing Office of said DISTRICT for amounts set forth herein.

ADDENDA: The undersigned has thoroughly examined any and all Addenda (if any) issued during the Bid period and is thoroughly familiar with all contents thereof and acknowledges receipt of the following Addenda: (Respondent to list all addenda).

ADDENDUM NO. _____	DATE _____	RECEIVED _____
ADDENDUM NO. _____	DATE _____	RECEIVED _____
ADDENDUM NO. _____	DATE _____	RECEIVED _____
ADDENDUM NO. _____	DATE _____	RECEIVED _____

PROPOSED PRICE (including allowance of \$25,000.00)

TOTAL PRICE: _____

TOTAL CASH PURCHASE PRICE IN WORDS & NUMBERS: _____ DOLLARS

(\$ _____)

TIME FOR COMPLETION: The DISTRICT may give a notice to proceed within ninety (90) days of the award of the Bid by the DISTRICT. Once the CONTRACTOR has received the notice to proceed, the **CONTRACTOR shall complete the work within 70 consecutive calendar days.** Time is of the essence. The undersigned agrees that failure to complete the work within the time set forth herein will result in the imposition of liquidated damages for each consecutive calendar day of delay, per Phase, in the amount of **One Thousand Dollars (\$1,000) per day.** (Government Code Section 53069.85)

In the event that the DISTRICT desires to postpone giving the notice to proceed beyond this ninety (90) day period, it is expressly understood that with reasonable notice to the CONTRACTOR, giving the notice to proceed may be postponed by the DISTRICT. It is further expressly understood by the CONTRACTOR, that the CONTRACTOR shall not be entitled to any claim of additional compensation as a result of the postponement of giving the notice to proceed.

If the CONTRACTOR believes that a postponement will cause a hardship to it, the CONTRACTOR may terminate the contract with written notice to the DISTRICT within ten (10) days after receipt by the CONTRACTOR of the DISTRICT's notice of postponement. It is further understood by the CONTRACTOR that in the event that the CONTRACTOR terminates the Contract as a result of postponement by the DISTRICT, the DISTRICT shall only be obligated to pay the CONTRACTOR for work performed by the CONTRACTOR at the time of notification of postponement. Should the CONTRACTOR terminate the contract as a result of a notice of postponement, the DISTRICT shall have the authority to award the contract to the next lowest responsible Respondent.

It is understood that the DISTRICT reserves the right to reject any or all Bids and/or waive any irregularities or informalities in this Bid or in the Bid process. The CONTRACTOR understands that it may not withdraw this Bid for a period of ninety (90) days after the date set for the opening of Bids.

The required Non-collusion Declaration is attached hereto.

It is understood and agreed that if written notice of the acceptance of this Bid is mailed, telegraphed, or delivered to the undersigned after the opening of the Bid, and within the time this Bid is required to remain open, or at any time thereafter before this Bid is withdrawn, the undersigned will execute and deliver to the DISTRICT a contract in the form attached hereto in accordance with the Bid as accepted, and that he will also furnish and deliver to the DISTRICT the Performance Bond and Payment Bond, all within five (5) calendar days after receipt of notification of award, and that the work under the contract shall be commenced by the undersigned Respondent, if awarded the contract, by the start date provided in the DISTRICT's Notice to Proceed, and shall be completed by the CONTRACTOR in the time specified in the contract documents.

Notice of Intent to Award Contract or other correspondence should be addressed to the undersigned at the address stated below.

The names of all persons interested in the foregoing Bid as principals are as follows:

(IMPORTANT NOTICE: If Respondent or other interested person is a corporation, state the legal name of such corporation, as well as the names of the president, secretary, treasurer, and manager thereof; if a co-partnership, state the true names of the firm, as well as the names of all individual co-partners comprising the firm; if Respondent or other interested person is an individual, state the first and last names in full.)

The undersigned Respondent shall be licensed and shall provide the following information:

Respondent's California Contractor's License Number: _____
License expiration date: _____
Name on License: _____
Type of License: _____

Respondent's California DIR
Department of Industrial Relations
Current & Valid Registration Number: _____

If the Respondent is a joint venture, each member of the joint venture must include the above information.

Time is of the essence regarding this contract, therefore, in the event the Respondent to whom the Notice of Intent to Award Contract is given fails or refuses to post the required bonds and return executed copies of the Agreement form within five (5) calendar days from the date of receiving the Notice of Intent to Award Contract, the DISTRICT may declare the Respondent's Bid deposit or bond forfeited as damages.

Pursuant to Government Code Section 4552, in submitting a Bid to the DISTRICT, the Respondent offers and agrees that if the Bid is accepted, it will assign to the DISTRICT all rights, title, and interest in, and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. § 15) or under the Cartwright Act (Business and Professions Code Sections 16700, et seq.), arising from the purchase of goods, materials, or services by the Respondent for sale to the DISTRICT pursuant to the Bid. Such assignment shall be made and become effective at the time the DISTRICT tenders final payment to the Respondent.

The Respondent declares that he/she has carefully examined the location of the proposed work, that he/she has examined all component parts of the BID and all information provided by DISTRICT related thereto, including the proposed Design-Build Agreement, and read the accompanying instructions to Respondents, and hereby proposes and agrees, if this Bid is accepted, to furnish all services, equipment, and materials and do all work required to complete the said Project in accordance with the BID, in the time and manner therein

prescribed for the unit cost and lump sum amounts set forth in this Bid Form.

The Respondent is familiar with Government Code Sections 12650, et seq., and Penal Code Section 72 and understands that false claims can lead to imprisonment.

I, the below-indicated Respondent, declare under penalty of perjury that the information provided and representations made in this Bid are true and correct.

Proper Name of Respondent

Address

By: _____ Date: _____
Signature of Respondent

NOTE: *If Respondent is a corporation, the legal name of the corporation shall be set forth above together with the signature of authorized officers or agents and the document shall bear the corporate seal; if Respondent is a partnership, the true name of the firm shall be set forth above, together with the signature of the partner or partners authorized to sign contracts on behalf of the partnership; and if Respondent is an individual, his signature shall be placed above.*

All signatures must be made in permanent blue ink.

Acknowledgement Statement

Sealed Bids: All Bid sheets and this original acknowledgement form must be executed and submitted under sealed cover. The face of the cover must contain, in addition to the address, the date and time of the Bid opening and the Bid number. All Bids are subject to the conditions stated within the BID. Bid must contain a manual signature of authorized representative in the space provided below. Bids must be typed or printed in ink. Use of erasable ink is not permitted. All corrections made to the attached Bid must be initialed. The company name must appear on each page of the Bid. Each page of the Bid must be sequentially numbered. Bids not presenting rates or establishing a basis for their rates will be considered non-responsive and not responsible. Original plus three copies (4-total) of the Bid shall be provided.

I certify by my signature below that I have been given District's BID# 2046 including EXHIBITS and materials that summarize the terms and conditions of the **REQUEST FOR BID - BID #16/17 MB07 Building 11- IVC Renovation, New Generator and HVAC Bid**, and will submit said BID prior to **April 11, 2017 before 2:00pm.**

Firm Name: _____

Firm's Address: _____

Phone: _____ Fax: _____

E-mail: _____

Federal Tax Identification Number: _____

Authorized Signature (manual)

(Typed or Printed) Name & Title of Signatory

If a Corporation, place corporate seal here:



Acknowledgement Statement must be completed and submitted along with the BID otherwise bidders submission will be considered not responsive and not responsible. (Bidder shall not redesign this form)

NON-COLLUSION AFFIDAVIT

STATE OF CALIFORNIA

COUNTY OF _____

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

am the_of , _____ the party (Title)
(Bidder Name)

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

1. The Bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization or corporation.
2. The Bid is genuine and not collusive or sham.
3. The Bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any other bidder or anyone else to put in sham bid, or to refrain from bidding.
4. The Bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price, or that of any other bidder, or to fix any overhead, profit or cost element of the bid price or that of any other bidder, or to secure any advantage against the public body awarding the contract or of anyone interested in the proposed contract.
5. All statements contained in the Bid 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

(Address)

Name Printed or Typed

(City, County and State)

(Area Code and Telephone Number)

LIST OF SUBCONTRACTORS
Bid # 2042 Asphalt Project to Renovate Parking Lot B

License No.	DIR Registration No.	Name of Subcontractor Address of Subcontractor	Trade or Portion of Work	Dollar value of Work

Name of Bidder: _____

Authorized Signature: _____

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

I am the _____ of _____
("Bidder")

(Title/Position)

(Bidder Name)

Submitting the accompanying Bid for the work described as **#16/17 MB07 Building 11- IVC Renovation, New Generator and HVAC** The Bidder is currently registered as a contractor with the Department of Industrial Relations ("DIR").

1. The Bidder's DIR Registration Number is: _____. The expiration date of the Bidder's DIR Registration is _____, 20__.
 2. If the Bidder is awarded the Contract for the Work and expiration date of the Bidder's DIR Registration will occur: (i) prior to expiration of the Contract Time for the Work; or (ii) prior to the Bidder completing all obligations under the Contract for the Work, the Bidder will take all measures necessary to renew the Bidder's DIR Registration so that there is no lapse in the Bidder's DIR Registration while performing Work under the Contract.
 3. The Bidder, if awarded the Contract for the Work will remain a DIR registered contractor for the entire duration of the Work.
 4. The Bidder has independently verified that each subcontractor identified in the Subcontractors List submitted with the Bid Bid of the Bidder is currently a DIR registered contractor.
 5. The Bidder has provided the DIR Registration Number for each subcontractor identified in the Bidder's Subcontractors' List or within twenty-four (24) hours of the opening of Bid Bids for the Work, The Bidder will provide the District with the DIR Registration Number for each subcontractor identified in the Bidder's Subcontractors List.
 6. The Bidder's solicitation of subcontractor bids included notice to prospective subcontractors that (i) all sub-tier subcontractors must be DIR registered contractors at all times during performance of the Work; and (ii) prospective subcontractors may only solicit sub-bids from and contract with lower-tier subcontractors who are DIR registered contractors.
 7. If any of the statements herein are false or omit material facts rendering a statement to be false or misleading, the Bidder's Bid Bid is subject to rejection for non-responsiveness.
 8. I have personal first hand-knowledge of all of the foregoing.
- I declare under penalty of perjury under California law that the foregoing is true and correct.

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

(Signature)

(Name, typed or printed)

**SECTION 00417
DRUG-FREE WORKPLACE CERTIFICATION**

I, _____ the

(Name)

(Title)

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

- 1.1 am aware of the provisions and requirements of California Government Code §§8350 et seq., the Drug Free Workplace Act of 1990.
- 1.2 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:
 1. The dangers of drug abuse in the workplace;
 2. Contractor's policy of maintaining a drug-free workplace;
 3. The availability of drug counseling, rehabilitation and employee assistance programs; and
 4. 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.
- 1.3 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.

DATE: _____

By: _____

Signature
Name and Title

**CONTRACTOR'S CERTIFICATE REGARDING ALCOHOLIC
BEVERAGE and TOBACCO-FREE CAMPUS POLICY**

The CONTRACTOR agrees that it will abide by and implement the DISTRICT's Alcoholic Beverage and Tobacco-Free Campus Policy, which prohibits the use of alcoholic beverages and tobacco products, at any time, on DISTRICT-owned or leased buildings, on DISTRICT property and in DISTRICT vehicles. The CONTRACTOR shall procure signs stating "ALCOHOLIC BEVERAGE AND TOBACCO USE IS PROHIBITED" and shall ensure that these signs are prominently displayed in all entrances to DISTRICT campus property at all times.

DATE: _____

CONTRACTOR NAME: _____

By: _____
Signature Name and Title

HAZARDOUS MATERIALS

Discovery of Hazardous Materials.

In the event the Contractor encounters or suspects the presence on the job site of material reasonably believed to be asbestos, polychlorinated biphenyl (PCB), or any other material defined as being hazardous by § 25249.5 of the California Health and Safety Code, which has not been rendered harmless, the Contractor shall immediately stop Work in the area affected and report the condition to the District and the Architect in writing, whether or not such material was generated by the Contractor or the District. The Work in the affected area shall not thereafter be resumed, except by written agreement of the District and the Contractor, if in fact the material is asbestos, polychlorinated biphenyl (PCB), or other hazardous material, and has not been rendered harmless. The Work in the affected area shall be resumed only in the absence of asbestos, polychlorinated biphenyl (PCB), or other hazardous material, or when it has been rendered harmless by written agreement of the District and the Contractor.

Hazardous Material Work Limitations.

In the event that the presence of hazardous materials is suspected or discovered on the Site (except in cases where asbestos and other hazardous material work in the Contractor's responsibility), the District shall retain an independent testing laboratory to determine the nature of the material encountered and whether corrective measures or remedial action is required. The Contractor shall not be required pursuant to Article 7 to perform without consent any Work in the affected area of the Site relating to asbestos, polychlorinated biphenyl (PCB), or other hazardous material, until any known or suspected hazardous material has been removed, or rendered harmless, or determined to be harmless by District, as certified by an independent testing laboratory and approved by the appropriate government agency.

Indemnification by Contractor for Hazardous Material Caused by Contractor.

In the event the hazardous materials on the Project Site is caused by the Contractor, the Contractor shall pay for all costs of testing and remediation, if any, and shall compensate the District for any additional costs incurred as a result of Contractor's generation of hazardous material on the Project Site. In addition, the Contractor shall defend, indemnify and hold harmless District and its agents, officers, and employees from and against any and all claims, damages, losses, costs and expenses incurred in connection with, arising out of, or relating to, the presence of hazardous material on the Project Site.

Terms of Hazardous Material Provision.

The terms of this Hazardous Material provision shall survive the completion of the Work and/or any termination of this Contract.