

ADDENDUM NO. 1

Date: November 3, 2009
for

ATEP Hope Drive Parking Lot Maintenance and Repair BID # 6 South Orange County Community College District

General-All project documents including contract documents, drawings, and specifications, shall remain unchanged with the exception of those elements added, revised, deleted, or clarified by this addendum.

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**ATEP Hope Drive Parking Lot Maintenance and Repair
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1-1 Notice Calling for Bids (Revision)

From:

In accordance with the provisions of California Business and Professions Code Section 7028.15 and Public Contract Code Section 3300, the DISTRICT requires that the bidder possess the following classification of contractor's license at the time the bid is submitted:
Class B.

To:

In accordance with the provisions of California Business and Professions Code Section 7028.15 and Public Contract Code Section 3300, the DISTRICT requires that the bidder possess the following classification of contractor's license at the time the bid is submitted:
**1) Class B or
2) Class A and C10 or
3) Class C10 and Class C12.**

1-2 Information for Bidders (Revision on Item 16)

From:

16. Insurance and Workers' Compensation. The successful bidder shall be required to furnish certificates and endorsements evidencing that the required insurance is in effect. DISTRICT may request that such certificates and endorsements are completed on DISTRICT provided forms. In accordance with the provisions of Section 3700 of the Labor Code, the successful bidder shall secure the payment of compensation to all employees. The successful bidder who has been awarded the contract shall sign and file with DISTRICT prior to performing the work, the Workers' Compensation Certificate included as a part of the Project Documents. Labor Code Section 1861.

To:

16. Insurance and Workers' Compensation. The successful bidder shall be required to qualify for the owner controlled insurance program. Certificates and endorsements will be provided to the DISTRICT through the SEWUP representative evidencing that the required insurance is in effect. In accordance with the provisions of Section 3700 of the Labor Code, the successful bidder shall secure the payment of compensation to all employees. The successful bidder who has been awarded the contract shall have in effect with DISTRICT prior to performing the work, the Workers' Compensation Certificate included as a part of the Project Documents. Labor Code Section 1861.

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1-3 Bid Form (Revision Item 9)

From:

9. The undersigned hereby warrants that the bidder has an appropriate license, License No. _____, Class B, at the time of the bid opening, that such license entitles bidder to provide the work, that such license will be in full force and effect throughout the duration of performance of this Project. Bidder shall be nonresponsive if the Bidder is not licensed as required by the DISTRICT at the time of the bid opening. Any and all subcontractors to be employed by the undersigned shall have appropriate licenses at the time of the bid opening.

To:

9. The undersigned hereby warrants that the bidder has an appropriate license, License No. _____, Class **(Modify to appropriate license or combination of same)**, at the time of the bid opening, that such license entitles bidder to provide the work, that such license will be in full force and effect throughout the duration of performance of this Project. Bidder shall be nonresponsive if the Bidder is not licensed as required by the DISTRICT at the time of the bid opening. Any and all subcontractors to be employed by the undersigned shall have appropriate licenses at the time of the bid opening.

1-4 Agreement (Provision for blanks)

A)

From:

1. CONTRACTOR agrees to complete the Project known as _____ according to all the terms and conditions set forth in the Project Documents, including

To:

1. CONTRACTOR agrees to complete the Project known as **ATEP Hope Drive Parking Lot Maintenance and Repair** according to all the terms and conditions set forth in the Project Documents, including

B)

From:

4. The work shall be commenced on or before the _____ (____) day after receiving the DISTRICT'S Notice to Proceed and shall be completed within _____ (____) consecutive calendar days from the date specified in the Notice to Proceed.

To:

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4. The work shall be commenced on or before the **fifth (5th)** day after receiving the DISTRICT'S Notice to Proceed and shall be completed within **sixty (60)** consecutive calendar days from the date specified in the Notice to Proceed.

C)

From:

5. **Time is of the essence.** If the work is not completed in accordance with Paragraph 4 above, it is understood that the DISTRICT will suffer damage. It being impractical and infeasible to determine the amount of actual damage, in accordance with Government Code Section 53069.85, it is agreed that CONTRACTOR shall pay to DISTRICT as fixed and liquidated damages, and not as a penalty, the sum of _____ Dollars (\$ _____) for each calendar day of delay until work is completed and accepted.

To:

5. **Time is of the essence.** If the work is not completed in accordance with Paragraph 4 above, it is understood that the DISTRICT will suffer damage. It being impractical and infeasible to determine the amount of actual damage, in accordance with Government Code Section 53069.85, it is agreed that CONTRACTOR shall pay to DISTRICT as fixed and liquidated damages, and not as a penalty, the sum of **Five Hundred and 00/100 Dollars (\$500.00)** for each calendar day of delay until work is completed and accepted.

1-5 Agreement (Revision)

From:

8. CONTRACTOR shall take out, prior to commencing the work, and maintain, during the life of this Agreement, and shall require all subcontractors, if any, whether primary or secondary, to take out and maintain the insurance coverages set forth below and in Articles 16, 17, 18 and 19 of the General Conditions. CONTRACTOR agrees to provide all evidences of coverage required by DISTRICT including certificates of insurance and endorsements.

Public Liability Insurance for injuries including accidental death, to any one person in an amount not less than \$1,000,000

and

Subject to the same limit for each person on account of one accident, in an amount not less than \$1,000,000

Property Damage Insurance

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in an amount not less than \$1,000,000

Course of Construction
Insurance without exclusion
or limitation in an
amount not less than \$1,000,000

Insurance Covering Special Hazards: The following special hazards shall be covered by rider or riders to above-mentioned public liability insurance or property damage insurance policy or policies of insurance, or by special policies of insurance in amounts as follows:
Automotive and truck where operated in amounts as above
Material hoist where used in amounts as above

To:

8. CONTRACTOR and all subcontractors must qualify for owner controlled insurance program as set forth in Specification Section 00650. CONTRACTOR shall take out, prior to commencing the work, and maintain, during the life of this Agreement, and shall require all subcontractors, if any, whether primary or secondary, to take out and maintain the insurance coverage for all vehicles and equipment. CONTRACTOR agrees to provide all evidences of coverage required by DISTRICT and SEWUP administrator including certificates of insurance and endorsements.

1-6 General Conditions

Article 16, 17, 18, & 19 do not apply. Refer to Specification Section 00650 (Exhibit A)

1-7 Bid Alternate #1

Provide and Additive or Deductive Alternate Price for the installation of Geofabric Pavement Material, over the existing asphalt, and new asphaltic concrete overlay 1-1/2 inches thick minimum, in lieu of, variable depth AC Overlay as specified on Drawing C1.1.

Geofabric shall be constructed per the following Sections of the 2009 Greenbook Specifications for Public Works Construction.

Materials shall be per Section 213-1 (attached), with Installation per 302-7 (attached).

See Revised Bid Form (Exhibit B).

1-8 Job Walk Sign In Sheet (Exhibit C)

EXHIBIT A

SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT
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STATEWIDE EDUCATIONAL WRAP UP PROGRAM, SEWUP JPA

OWNER CONTROLLED INSURANCE PROGRAM (OCIP)—Contractual Provisions

1.1 Introduction

The **District**, hereinafter called the “Owner” has elected, at its sole discretion, to implement an Owner Controlled Insurance Program (“OCIP”) under the Statewide Educational Wrap Up Program (“SEWUP”). The SEWUP Joint Powers Authority (“JPA”) will be providing the OCIP on behalf of the Owner. All terms and conditions of the SEWUP Contractual Provisions will apply during the term of the contract.

The SEWUP JPA will provide Workers’ Compensation, Employer’s Liability, General Liability, Contractors’ Pollution Liability, and Builders Risk insurance for all Enrolled Contractors (and their Enrolled Subcontractors) and other designated parties for work performed at the Project Site (hereinafter called the “Project”). The Owner agrees to pay all premiums associated with the OCIP, unless otherwise stated in this section and in other contract documents.

Insurance coverage provided under the OCIP is limited in scope and specific to Work performed after the inception date of enrollment into the OCIP. Offsite locations, labor and operations are **not** covered by the OCIP. In addition to any insurance provided by the Owner, all Contractors/Subcontractors will be responsible for providing certain insurance as specified in **Section 2.5**. The District recommends that Contractors discuss the OCIP with their insurance agents, brokers or consultants to assure that other proper coverages are maintained, prior to contract acceptance.

Keenan & Associates, herein after called “Program Administrator”, shall administer the OCIP on behalf of the SEWUP JPA. At all times all Contractors/Subcontractors shall cooperate with the Owner and its Program Administrator with all aspects of the OCIP Administration.

A. Participation in the OCIP

Participation in the OCIP is mandatory but not automatic. Each Eligible Contractor must follow the guidelines, as specified in **Section 2.3**.

Enrollment (Definition): An Eligible contractor is not enrolled until the Program Administrator receives and approves a completed *Contract Enrollment Form*, for each awarded contract, prior to commencement of on-site activities. Evidence of Insurance for Contractor-Provided Insurance Coverage (see Sections 2.5 and 2.6) is a requirement and must be submitted with the completed *Contract Enrollment Form*.

Eligible Contractor includes all Contractors/Subcontractors providing direct labor on the Project, and excludes Ineligible Contractors, as defined below. Temporary labor services and leasing companies are to be treated as Eligible Contractors.

Ineligible Contractor includes, but is not limited to, consultants; suppliers who do not perform or do not subcontract installation; demolition that includes abatement and hazardous materials removal; vendors; materials dealers; guard services; non-construction janitorial services; and truckers, including trucking to

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the Project where delivery is the only scope of work performed. However, if contracted with an on-site installer, suppliers/vendors should be enrolled in the OCIP only for General Liability, as it pertains to the contractual relationship of the installer's on-site work. Any party deemed an Ineligible Contractor, but who has direct labor on the Project, will be required to participate in the Project Safety Program (see Section 2.15).

Any questions regarding a Contractor's status as "Eligible" or "Ineligible" should be referred to the Program Administrator.

B. Project Site and Offsite Premises

Coverages provided by the OCIP are **Project Site** specific. The Project Site must be designated by the Owner. The Project Site consists of any and all projects that are endorsed to this policy, which includes the:

1. Ways and means adjoining the endorsed project site.
2. Adjacent locations to the endorsed projects sites where incidental operations are being performed, excluding permanent locations.

With the exception of 1 and 2 mentioned above, off-site locations, labor and operations are not covered by the OCIP. It will be the responsibility of each contractor to maintain off-site insurance, as identified in Section 2.5, which specifies coverage types and minimum limits. Contractor will promptly furnish to the Owner, or its designated representative, Certificates of Insurance evidencing that all required insurance is in force.

1.2 INSTRUCTIONS TO BIDDERS

A. Contractor Qualification

Bid Award is determined by Contractor's Base Bid (net of insurance costs for coverages provided under the OCIP); however, you still must meet minimum standards *in order to bid* on the Owners' Project. The following qualification standard applies to the *Bidding Contractor*.

1. Have a Workers' Compensation Experience Modification Rate (EMR) of 1.25 or less
2. Have Zero (0) Serious and Willful violations (Labor Code Section 6300) against them in the past five (5) years
3. Provide evidence of an Injury and Illness Prevention Program (IIPP)

Failure to meet these minimum standards shall disqualify the bidder.

B. Contractor Insurance Cost Identification



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Contractor's base bid shall exclude any and all costs for insurance coverages provided under the OCIP. The Bidder declares that the base bid excludes any costs relating to any insurance coverages afforded under the OCIP and that each subcontractor to the Bidder has similarly excluded costs for any insurance coverage afforded under the OCIP.

2.1 Owner-Provided Insurance Coverages

CONTRACTOR SHOULD REFER TO THE ACTUAL POLICIES FOR DETAILS CONCERNING COVERAGE, EXCLUSIONS, AND LIMITATIONS. IN THE EVENT OF ANY CLAIM OR QUESTION WITH REGARD TO COVERAGE PROVIDED BY THE OCIP, THE ORIGINAL POLICIES WILL PREVAIL AS THE SOLE BINDING AGREEMENT. POLICIES ARE AVAILABLE UPON REQUEST FROM THE OCIP ADMINISTRATOR.

The OCIP is for the benefit of the Owner and all Enrolled Contractors/Subcontractors who have on-site employees. OCIP coverage applies only to Work performed under the contract at the Project Site (see Section 1.1, B for definition). All Contractors must provide their own insurance for Automobile Liability and off-site locations, labor, and operations.

Such policies or programs may be amended from time to time, and the terms of such policies or programs are incorporated herein by reference.

The Contractors/Subcontractors enrolled in the OCIP agree that the insurance company policy limits of liability, coverage terms and conditions shall determine the scope of coverage provided by the OCIP.

- A. **Workers' Compensation and Employer's Liability Insurance**, in accordance with applicable state laws, to all Enrolled Contractors/Subcontractors reflecting the following Limits of Liability:

Workers' Compensation:

- California Statutory Benefits

Employer's Liability:

- \$1,000,000 Bodily Injury each Accident
- \$1,000,000 Bodily Injury by Disease – Policy Limit
- \$1,000,000 Bodily Injury by Disease – Each Employee
 1. Deductible: None
 2. Major Exclusions: This policy contains exclusions. Some of these exclusions are: liability assumed under contract; bodily injury to an employee knowingly employed in violation of the law; intentional injury; bodily injury occurring outside the USA or Canada; damages arising out of employment-related policies, practices, acts or omissions; bodily injury to anyone in work subject to federal workers' compensation law or federal occupational disease law; bodily injury to the master or crew of any vessel, fines or penalties for violation of state or federal law; damages for violation of

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the Migrant and Seasonal Agricultural Worker Protection Act; bodily injury to a member of the flying crew of any aircraft; damages incurred as the result of employer's failure to comply with workers' compensation laws. This list is a summary and may not be exhaustive. The policy language may contain additional exclusionary language, limitations or carve-backs that are not listed herein. For a complete details of all exclusions, please refer to the actual policy.

3. Intended Policy Term: The policy term is one year, with automatic one-year renewals until the Project is completed. The policy is intended to remain in effect for the length of the Project. Each contractor/subcontractor is insured under the policy for the length of its work at the Project Site.

- B. **General Liability Insurance** will be provided on an "Occurrence" form under a master liability policy. Certificates of Insurance will be provided to all enrolled Contractors/Subcontractors reflecting the following Limits of Liability:

- \$5,000,000 Bodily Injury and Property Damage Liability
 - \$10,000,000 General Aggregate
 - \$5,000,000 Products and Completed Operations
 - 10 Years Completed Operations
 - Limits are per Project
1. Deductible: None
 2. Major Exclusions: This policy contains exclusions. Some of these exclusions are: nuclear energy liability; fungi or bacteria, asbestos, silica or silica mixed dust, violation of statutes that govern email, fax, phone calls or other methods of sending information; employment-related practices; pollution; architects & engineers errors & omissions; exterior insulation & finish systems; contractors' professional liability; lead; cross suits; expected or intended injury; contractual liability; liquor liability; liability under workers' compensation, disability benefits or unemployment compensation laws; employer's liability; aircraft, auto or watercraft; mobile equipment; war; damage to products or work; recall of products, work or impaired property; certain personal and advertising injury exclusions; electronic data; and damage to impaired property or property not physically injured. This list is a summary and may not be exhaustive. The policy language may contain additional exclusionary language, limitations or carve-backs that are not listed herein. For complete details of all exclusions, please refer to the actual policy.
 3. Intended Policy Term:
 - a. Bodily Injury and Property Damage Liability coverages to remain in effect until Project Completion Date, as defined in the policy.
 - b. Ten years Products and Completed Operations coverages.

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C. **Contractor's Pollution Liability**, on an "Occurrence" form under a master liability policy, except for fungus/spore coverage which is "Claims Made". Certificates of Insurance will be provided to all enrolled Contractors/Subcontractors reflecting the following Limits of Liability:

- \$25,000,000 Each Loss / \$25,000,000 Program Annual Aggregate
- Claims expense, including defense cost, within limits
- \$5,000,000 Fungus/Spore Sub-limit, \$5,000,000 Per Claim/Program Aggregate
 1. \$10,000 Deductible, Per Claim
 2. Contractor shall be liable, at its expense; to the extent claims payable are attributable to their acts or omissions and/or the acts or omissions of its Subcontractors of any tier or any other entity or person for whom it may be responsible.
 3. Major Exclusions: This policy contains exclusions. Some of these exclusions are: pre-existing conditions; intentional acts; claims between two insureds; claims made by entities and individuals related to the insured; workers' compensation and injuries occurring as a consequence of employment; contractual liability; fines, penalties and treble damages; products; war, auto, aircraft, vessel or rolling stock. Transportation of pollutants, damage to property; disposal sites, hazardous materials facility; professional liability; employment related practices; bankruptcy; microbial substances and genetically modified organisms; naturally occurring substances; and nuclear. This list is a summary and may not be exhaustive. The policy language may contain additional exclusionary language, limitations or carve-backs that are not listed herein. For a complete details of all exclusions, please refer to the actual policy
 4. Intended Policy Term: The policy is intended to remain in effect for the length of the Project.

D. **Builders Risk**, during the Course of Construction, at the Project Site. Such insurance shall be written on a repair or replacement cost basis, subject to standard exclusions, property limitations and conditions. Such insurance shall include the interests of the Owner and Contractors/Subcontractors during the Course of Construction.

A deductible, which shall be determined by the type of construction, will apply to each occurrence. The deductible schedule is as follows:

<u>New Construction</u>	<u>Deductible</u>
Fire Resistive / Non-Combustible,	
Masonry Non-Combustible or Joisted Masonry	\$10,000
Wood Frame	\$25,000
<u>Modernization/Renovation</u>	<u>Deductible</u>
Non-Structural (Other than Wood Frame)	\$10,000
Non-Structural (Wood Frame)	\$25,000
Structural	\$50,000

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1. Contractor shall be liable for the deductible, at its expense; to the extent claims payable are attributable to their acts or omissions and/or the acts or omissions of its Subcontractors of any tier or any other entity or person for whom it may be responsible.
2. Major Exclusions: This policy contains exclusions. Some of these exclusions are: terrorism; war & military action; nuclear; fungus; contaminants or pollutants; asbestos; normal subsidence; natural damage to landscaping materials; consequential losses; cost of making good; loss or damage covered by manufacturer or supplier warrantee; losses incurred at the order of any governmental agency, court or other authority; infidelity, dishonesty, or fraudulent activity; disappearance when revealed by inventory shortage alone; cessation of work; errors and omissions in creating, processing or copying electronic records; and software loss. This list is a summary and may not be exhaustive. The policy language may contain additional exclusionary language, limitations or carve-backs that are not listed herein. For complete details of all exclusions, please refer to the actual policy.
3. Intended Policy Term: The policy is intended to remain in effect for the length of the Project.

2.2 OCIP Certificates and Policies

All Enrolled Contractors/Subcontractors will receive their own Workers' Compensation policy. Certificates of Insurance will be furnished for the General Liability, Worker's compensation and Contractor's Pollution Liability coverages. These policies are available for review by the Contractor/Subcontractor, upon request to the Program Administrator. Such policies or programs may be amended from time to time and the terms of such policies or programs are incorporated herein by reference. Contractors/Subcontractors hereby agree to be bound by the terms of coverage, as contained in such insurance policies and/or self-insurance programs.

2.3 Participation in the OCIP

Participation in the OCIP is mandatory but not automatic. Each Eligible Contractor/Subcontractor must comply with the following:

A. Contractor Eligibility, see Section 1.1, A for definition.

B. Enrollment Compliance

An Eligible contractor is not enrolled until the Program Administrator receives and approves a completed *Contract Enrollment Form*, for each awarded contract, prior to commencement of on-site activities. Evidence of Contractor-Provided Insurance Coverage is a requirement (see Sections 2.5 and 2.6) and must be submitted with the completed *Contract Enrollment Form*.

Any Contractor/Subcontractor who enrolls in the OCIP after their start date will have to provide a No-Known-Loss Letter to the Program Administrator, along with the enrollment documentation. Enrollment is not guaranteed until acceptance of the enrollment documentation. The Program



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Administrator will provide evidence of OCIP coverage to the Contractor/Subcontractor, as noted in [Section 2.2](#).

All Contractors/Subcontractors shall cooperate with, and require their Subcontractors to cooperate with, the Owner and the Program Administrator, in regards to the administration and operation of the OCIP.

Each Contractor must include this document with their bid specifications to any and all Subcontractors.

C. Contractor Compliance with Other Forms and Procedures

All Eligible Contractors/Subcontractors are required to complete and submit the following forms:

1. Payroll Reporting

a. *Workers' Compensation Insurance Rating Bureau Requirements*

Once an Eligible Contractor/Subcontractor is enrolled into the OCIP, a separate Workers' Compensation Policy will be issued to them. All Enrolled Contractors/Subcontractors will need to comply with the rules and regulations of the California Workers Compensation Insurance Rating Bureau (WCIRB).

b. *Project Site Monthly Payroll Report*

Project Site Monthly Payroll Reports must be submitted to the Program Administrator on a monthly basis, until the completion of the contract. This report must summarize the unburdened payroll by Workers' Compensation Class Code. Certified payroll is not a requirement of the OCIP and cannot be accepted. If the *Project Site Monthly Payroll Report* is not submitted to Program Administrator on a monthly basis, the Construction Manager and/or Owner can withhold payment until the report is received. Contractor agrees to keep and maintain accurate and classified records of their payroll for operations at the Project Site. This payroll information is submitted to the OCIP Insurance Carrier. At the end of each contract, a carrier audit may be performed using the reported payroll.

2. Contractor's Completion Notice

Contractor's Completion Notice must be submitted to the Program Administrator upon completion of work at the Project Site, which includes punch list items, but not warranty work. This form evidences all enrolled Contractors'/Subcontractors' actual start and completion dates, per each contract. This information is used to confirm that each Workers' Compensation Policy was issued with correct policy term dates, covering the Contractors/Subcontractors for the duration of their Work at the Project Site. This information is subsequently submitted to the WCIRB.

3. Project Insurance Manual

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A *Project Insurance Manual* will be mailed to all Enrolled Contractors/Subcontractors, which includes a Program Summary, Claims Reporting Instructions, Project Safety Guidelines, necessary forms, and contact information. Copies can be requested from the Program Administrator

2.4 OCIP Disclaimer

The Owner does not warrant or represent that the OCIP coverages constitute an insurance program that completely addresses all the risks of the Contractors/Subcontractors. OCIP policies are available for review by the Contractor/Subcontractor, upon request to the Owner or the Program Administrator.

Prior to the commencement of work under the contract, it is the responsibility of all Contractors/Subcontractors to ensure that the OCIP coverages provided sufficiently address their insurance needs. Any additional insurance coverage purchased will be at Contractor's option and expense.

2.5 Required Contractor-Provided Insurance Coverages

For any work under this contract, and until completion and final acceptance of the work by the Owner, the Contractors/Subcontractors shall, at their own expense, promptly furnish Certificates of Insurance and/or Additional Insured Endorsements to the Owner, with a copy to the Program Administrator for the following coverages, before commencing work on the Project Site (See [Section 2.6](#) for Certificate Holder and Additional Insured Endorsement specifications):

- A. Automobile Liability Insurance**, must cover all vehicles owned by, hired by, or used on behalf of the Contractors/Subcontractors for both Project Site and off-site operations with the following minimum limits of liability:

	<u>General Contractor</u>	<u>Subcontractor</u>
Bodily Injury and Property Damage	\$2,000,000	\$1,000,000

NOTE: **A Certificate of Insurance and an Additional Insured Endorsement**, naming the Owner, will be required. See [Section 2.6](#) for Additional Insured Endorsement specifications.

- B. Workers' Compensation and Employer's Liability Insurance**

1. Workers' Compensation –Statutory Benefits - All States
2. Employer's Liability
 - b. \$1,000,000 Bodily Injury each Accident
 - c. \$1,000,000 Bodily Injury by Disease – Policy Limit
 - d. \$1,000,000 Bodily Injury by Disease – Each Employee

NOTE: A Certificate of Insurance, evidencing (only) that this coverage is in force for offsite locations, labor, and operations, will be required. See [Section 2.6](#) for Certificate Holder specifications.



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C. General Liability Insurance, minimum limits of liability are as follows:

	<u>General Contractor</u>	<u>Subcontractor</u>
Bodily Injury and Property Damage	\$2,000,000	\$1,000,000
Per Occurrence	\$2,000,000	\$1,000,000
General Aggregate	\$2,000,000	\$1,000,000
Products/Completed Operations Aggregate	\$2,000,000	\$1,000,000
Personal/Advertising Injury Aggregate	\$2,000,000	\$1,000,000

NOTE: A Certificate of Insurance, evidencing (only) that this coverage is in force for offsite locations, labor, and operations, will be required. See Section 2.6 for Certificate Holder specifications.

D. Professional Liability Insurance, if Contractor's work requires design and/or design-assist services, Contractor shall purchase and maintain, at its sole cost and expense Professional Liability (Errors and Omissions) insurance for all professional services provided. This Professional Liability insurance shall include full prior acts coverage sufficient to cover the services under this Agreement, with the following minimum limits of liability:

1. \$2,000,000 Per Claim/Aggregate
2. Deductible or self-insured retention amount must not be greater than \$100,000, including coverage of contractual liability.

Professional Liability Insurance is to be maintained during the term of the contract and for so long as the insurance is reasonably available as provided herein, for a period of ten (10) years after completion of the services.

NOTE: If this coverage is applicable, a Certificate of Insurance and an Additional Insured Endorsement, naming the Owner, will be required. See Section 2.6 for Additional Insured Endorsement specifications.

E. Environmental and Asbestos Abatement Coverages, if the Contractor's/Subcontractor's scope of work involves the removal of asbestos, the removal/replacement of underground tanks, or the removal of toxic chemicals and substances, the Contractor/Subcontractor will be required to provide the following minimum limits of liability, for such exposures subject to requirements and approval of the Owner:

1. \$1,000,000 Per Claim/Aggregate

NOTE: If this coverage is applicable, a Certificate of Insurance and an Additional Insured Endorsement, naming the Owner, will be required. See Section 2.6 for Additional Insured Endorsement specifications.

F. Aircraft or Watercraft Liability Insurance, if any Contractor/Subcontractor, requires the use of Aircraft or Watercraft at the Project Site, the Contractor/Subcontractor shall purchase and



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maintain, or cause the operator of the Aircraft or Watercraft to purchase and maintain, Aircraft or Watercraft liability insurance. This must insure passengers and the General Public against personal injury, bodily injury or property damage arising out of the ownership, maintenance, use or entrustment to others. It includes Aircraft or Watercraft owned or operated by or rented or loaned to any insured. Use includes operation and “loading or unloading”. Contractor/Subcontractor will be required to provide the following minimum limits of liability, for such exposures subject to requirements and approval of the Owner:

1. \$1,000,000 Per Claim/Aggregate

NOTE: If this coverage is applicable, a Certificate of Insurance and an Additional Insured Endorsement, naming the Owner, will be required. See **Section 2.6** for Additional Insured Endorsement specifications.

2.6 Required Contractor-Provided Certificates of Insurance and Additional Insured Endorsements

Certificates of Insurance and Additional Insured Endorsements acceptable to the Owner and Program Administrator must be filed with the Owner within ten (10) days after award of the contract to all Contractors/Subcontractors and prior to commencement of on-site activities.

All required insurance shall be maintained, without interruption, from the date of commencement of on-site activities, until the date of the final payment or expiration of any extended period, as set forth in this agreement. These certificates and additional insured endorsements required by **Section 2.5 and 2.6** shall provide not less than thirty (30) days prior written notice to the Owner, with a copy to the Program Administrator, of any material change in the insurance, cancellation, or non-renewal.

- A. **Certificates of Insurance**, the Project Site must be identified on the Certificate of Insurance in the “Description of Operations/Locations/Vehicles/Special Items” section. The Certificates of Insurance should name **South Orange County Community College District**, as the Certificate Holder, as specified below:

Certificate Holder:
South Orange County Community College District
C/o Statewide Educational Wrap Up Program (SEWUP)
2355 Crenshaw Blvd., Suite 200
Torrance, CA 90501

- B. **Additional Insured Endorsements**, the Owner must be specifically named on the Schedule of an Additional Insured Endorsement, under the section titled, “Name of Person or Organization”, as specified below:

Name of Person or Organization:
South Orange County Community College District,
City of Tustin, and US Department of Navy



EXHIBIT A

SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT
ATEP - HOPE DRIVE PARKING LOT MAINTENANCE AND REPAIR

gkkworks

c/o Statewide Educational Wrap Up Program (SEWUP)
2355 Crenshaw Blvd., Suite 200
Torrance, CA 90501

2.7 Contractor Insurance for Personal Property and Equipment

All Contractors/Subcontractors shall be solely responsible for any loss or damage to their personal property including, without limitation, their tools and equipment, mobile construction equipment, scaffolding, and temporary structures, whether owned, borrowed, used, leased or rented by any Contractor/Subcontractor. Contractors/Subcontractors may at their sole discretion, purchase and maintain insurance or self-insure such equipment and property, and any deductible in relation thereto shall be their sole responsibility. Any insurance, including self-insurance, shall be the Contractors'/Subcontractors' sole source of recovery in the event of a loss.

Any type of insurance or any increase of limits of liability not described in this Section, which the Contractors/Subcontractors require for their own protection or on account of any statute, will be their own responsibility and at their expense.

2.8 Assignment of Return Premiums

The Owner will be responsible for the payment of all premiums associated solely with the OCIP and will be the sole recipient of any dividend(s) and/or return premium(s) generated by the OCIP.

2.9 Waiver of Subrogation

With respect to their work on the Project Site:

- Owner, City of Tustin and US Department of Navy waives all rights of subrogation and recovery against the Contractors/ Subcontractors to the extent of any loss or damage, which is insured under the OCIP.
- Contractors/Subcontractors waive all rights of subrogation and recovery against the Owner, City of Tustin, US Department of Navy and other Contractors/Subcontractors to the extent of any loss or damage, which is insured under the OCIP.

2.10 No Release

The provision of the OCIP, by the Owner, will in no way be interpreted as relieving the Contractors/Subcontractors of any other responsibility or liability under this agreement or any applicable law, statute, regulation, or order.

2.11 Owner's Right to Audit

The Contractor will permit the Owner and/or its representative to examine and/or audit its books, records and insurance policy information. Contractor will also provide any additional information to the Owner, or its appointed representatives, as may be required.

OWNER CONTROLLED INSURANCE PROGRAM (OCIP)—Contractual Provisions

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EXHIBIT A

SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT
ATEP - HOPE DRIVE PARKING LOT MAINTENANCE AND REPAIR

gkkworks

2.12 Extended Ongoing Operations Coverage – Repair Work

This coverage provided under general liability (Coverage A) is extended to apply to ongoing “repair work” for “bodily injury and property damage” performed subsequent to the ‘project completion date’ not to extend more than two (2) years after the “project completion date”. For further explanation, please see policy endorsement U –GL-1114-A CW (10.02)

During the period following the Final Acceptance Date and prior to expiration of the warranty period hereunder, all Contractors/Subcontractors will maintain, in full force and effect, all insurance as specified in [Section 2.5](#), covering all Work performed during such period.

2.13 Change Order Pricing

All Contractors/Subcontractors declare, under penalty of perjury under California law, that the change order is priced to exclude any costs relating to any insurance coverages afforded under the OCIP.

2.14 Duties in the Event of a Loss

Contractors/Subcontractors are required to report any and all losses, which include potential losses, promptly to the Insurance Company and/or Program Administrator. A full description and details of the incurred loss are also required.

The Contractor/Subcontractor shall assist the Owner, its agents, and the Program Administrator, by providing the utmost cooperation in the adjustment of claims arising out of the operations conducted under, or in connection with, the Project and shall cooperate with the Owner’s Insurers in claims and demands that arise out of the Work and that the Insurers are called upon to adjust.

2.15 Occupational Safety and Health Compliance

All contractors are expected to comply with all applicable local, state, and federal occupational safety and health requirements. If additional safety and health requirements are set forth in the contract specifications, all contractors shall comply with these requirements.

It is the responsibility of each contractor to maintain an environment free of recognized hazards. All contractors shall exercise reasonable care to prevent work-related injuries; property and equipment damage at the project, as well as minimize risk to the public and third party property.

In the event of an accident, it shall be the responsibility of the employing and/or responsible contractor to see that injured workers or members of the public are provided immediate medical treatment. All appropriate medical and claim forms must be filed in accordance with the claim procedures developed for this project by the program administrator. This includes notification to the appropriate state authorities, if necessary.

Keenan shall conduct periodic loss control surveys on behalf of the owner. These surveys will focus on evaluating the contractors’ efforts to minimize loss, assist in identifying loss exposures, and to recommend appropriate corrective measures. Keenan is a resource to supplement the safety and loss prevention activity of

OWNER CONTROLLED INSURANCE PROGRAM (OCIP)—Contractual Provisions

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EXHIBIT A

SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT
ATEP - HOPE DRIVE PARKING LOT MAINTENANCE AND REPAIR

gkkworks

Contractors / Subcontractors. Its loss control survey activities or other activities of the Program Administrator and/or Insurance Companies do not in any way relieve the Contractors/Subcontractors of their responsibilities for project safety. .

NOTE: *THE OWNER AND PROGRAM ADMINISTRATOR MUST APPROVE CHANGES TO ANY OCIP REQUIREMENT OR PROCEDURE. NO CONTRACTOR OR SUBCONTRACTOR HAS THE AUTHORITY TO AMEND THE OCIP REQUIREMENTS.*

OWNER CONTROLLED INSURANCE PROGRAM (OCIP)—Contractual Provisions
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STATEWIDE EDUCATIONAL WRAP UP PROGRAM

CONTRACT ENROLLMENT FORM

District Name: _____

Project Name: _____

Contractor Information

Contractor/Subcontractor (Legal Name): _____

If you are a subsidiary and / or division of another company, please indicate the name on file with the bureau:

Address: _____

City: _____ State: _____ Zip: _____

Name & Title Of Person(S) To Contact: _____ E-Mail Address: _____

Phone Number: _____ Fax: _____

Contractor License #: _____ Federal Id #: _____

Entity: Sole Proprietorship: Partnership: Corp: Other:

Payroll/Accounting Contact (If Other Than Above): _____

Phone: _____ Fax: _____ E-Mail Address: _____

Contractor's Broker Information

Do we have permission to contact your broker for policy and rate information? Yes No If yes, please sign: _____

Phone: _____ Fax: _____ E-mail Address: _____

Contract Details

Your status on this Project: (a) General/Prime Contractor (b) Subcontractor (c) Tier/Subcontractor (d) Other

If you checked (b), (c) or (d) above, give name of the contractor for whom you are under contract with: _____

Bid package # (if applicable): _____ Total Contract Amount: \$ _____

Contract Award Date: _____ Contract amount for Self Performed Work: \$ _____

Estimated Start Date*: _____ Estimated Completion Date: _____

*This will be the effective date of your OCIP coverage, unless notified otherwise

Description of work performed: _____

For this project, will you be doing off-site work? Yes No

If yes, please describe? _____

Please Fax or Mail To:

Keenan & Associates, 2355 Crenshaw Blvd., Ste. #200, Torrance, CA 90501 Attn: SEWUP Department, Phone (310) 212-3344, Fax (310) 787-8838



Project Name: _____ **Contractor Name:** _____

Each Contractor and Subcontractor of every tier is required to submit a list of job/WC classifications and their respective estimated payrolls and man- hours for all employees that will be working at the project site. This information must be submitted for each contract /bid package. If this applies to your firm, please contact the SEWUP Department for a Supplemental Contractor Enrollment Form. Payroll Records are subject to audit by the Owner's Workers' Compensation and General Liability insurance carrier.

Workers' Compensation Section

Description of Work	WC Class Code	On-Site Man-hours	On-Site Straight Time Payroll	WC Rate \$100/Payroll	WC Premium
Example: Carpenter <\$22/hour	5403	160	\$3,040	46.26	\$1,406
Totals					

Modified Premium is:
 Total Premium X Experience Modifier Experience Modifier: _____ Modified Premium: \$ _____
 Plus/Minus Rate Deviations or Premium Credits Credit/Deduction: \$ _____

Total Workers' Compensation Insurance Cost \$ _____

Workers' Compensation Insurance Carrier Name: _____
 Policy No: _____ Policy Term: _____ TO _____
 Workers' Comp Bureau ID No: _____ Anniversary Rating Date: _____

General Liability Section

General Liability Insurance Carrier Name: _____
 Policy No: _____ Policy Term: _____ TO _____ GL Policy Deductible: \$ _____
 Aggregate Limit: \$ _____ Per Occurrence Limit: \$ _____ Products & Comp/Ops Limit: \$ _____
 \$ _____ Per \$1000 OR Per \$100 Based On: Receipts OR Payroll

TOTAL GENERAL LIABILITY INSURANCE COST \$ _____

Umbrella/Excess Liability Section

Provide your current Umbrella/Excess Liability Carrier Name: _____
 Policy No: _____ Policy Term: _____ T _____ O _____
 Policy Rate: \$ _____ Based On: Receipts OR Payroll OR Other

Total umbrella / Excess Liability Insurance Cost \$ _____

Margin Factor (Apply your Mark-Up Against Current Cost) \$ _____

TOTAL INSURANCE COST \$ _____

Please Fax or Mail To:

Keenan & Associates, 2355 Crenshaw Blvd., Ste. #200, Torrance, CA 90501
 Attn: SEWUP Department, Phone (310) 212-3344, Fax (310) 787-8838



Project Name: _____ **Contractor Name:** _____

Expected Subcontractors: If any work is to be subcontracted under this Contract, please complete the following information for each Subcontractor. Use additional pages, if necessary.

Company Name: _____ Contact Person: _____

Address: _____

City/State/Zip Code: _____

Phone: _____ E Mail: _____

Scope of Work: _____

Contractor License # _____ Contract Value: _____

Est. Start Date: _____ Est. Completion Date: _____

Company Name: _____ Contact Person: _____

Address: _____

City/State/Zip Code: _____

Phone: _____ E Mail: _____

Scope of Work: _____

Contractor License # _____ Contract Value: _____

Est. Start Date: _____ Est. Completion Date: _____

Company Name: _____ Contact Person: _____

Address: _____

City/State/Zip Code: _____

Phone: _____ E Mail: _____

Scope of Work: _____

Contractor License # _____ Contract Value: _____

Est. Start Date: _____ Est. Completion Date: _____

Company Name: _____ Contact Person: _____

Address: _____

City/State/Zip Code: _____

Phone: _____ E Mail: _____

Scope of Work: _____

Contractor License # _____ Contract Value: _____

Est. Start Date: _____ Est. Completion Date: _____

I DECLARE UNDER PENALTY OF PERJURY, UNDER THE LAWS OF THE STATE OF CALIFORNIA, THAT:

- 1) THE INFORMATION CONTAINED IN THIS DOCUMENT IS TRUE AND CORRECT.
- 2) I HEREBY UNDERSTAND THAT ENROLLMENT IS CONTINGENT UPON RECEIPT AND ACCEPTANCE OF THIS FORM AND ANY APPLICABLE CERTIFICATES OF INSURANCE. SHOULD I SUBMIT AN INCOMPLETE FORM, KEENAN'S SEWUP DEPARTMENT WILL CONTACT ME AND MY FIRM WILL NOT BE ENROLLED UNTIL I PROVIDE ALL NECESSARY INFORMATION IN ITS ENTIRETY.
- 3) I HAVE READ AND UNDERSTAND THE INFORMATION CONTAINED IN THE BID SPECIFICATIONS REGARDING THE INSURANCE COVERAGES PROVIDED THROUGH THE OCIP. MY FIRM UNDERSTANDS AND ACCEPTS THE INSURANCE PROVIDED UNDER THIS OCIP.
- 4) MY FIRM AGREES TO COMPLY WITH THE REQUIREMENTS OF THE OCIP AND FOLLOW THE ADMINISTRATIVE PROCEDURES AS OUTLINED IN THE BID SPECIFICATIONS.

Print Name: _____ Title: _____

Signature: _____ Date: _____

Attach copies of your Workers' Compensation & General Liability Declarations pages, including proof of rates from your current policies. Submit a copy of your Certificate of Insurance evidencing WC, GL, and Auto Liability coverage. Compliance with this request will expedite your enrollment.

Return Completed Form Via Fax To:

Keenan & Associates, 2355 Crenshaw Blvd., Ste. #200, Torrance, CA 90501
Attn: SEWUP Department, Phone (310) 212-3344, Fax (310) 787-8838





STATEWIDE EDUCATIONAL WRAP UP PROGRAM

PROJECT SITE MONTHLY PAYROLL REPORT

District Name: _____ Bid Pkg. #: _____
 Project Name: _____ REPORT # _____
 (For your Firm's use)

Reporting Month: _____ Example: February 2006
 Company Name: _____ DbA Name: _____
 Under Contract With: _____ SEWUP Site Code*: _____
 *(Internal Use Only) To be assigned by the SEWUP Administrator.

Workers' Compensation Class Code	Work Description	Total Monthly Man-hours	Payroll*
TOTALS		\$	

I CERTIFY THAT THE INFORMATION REPORTED ABOVE IS TRUE AND ACCURATE. NOT REPORTING ACCURATE PAYROLL INFORMATION COULD AFFECT YOUR EXMOD - EXPERIENCE MODIFICATION RATING WITH THE WORKERS' COMPENSATION INSURANCE RATING BUREAU (WCIRB).

Signature: _____ Title: _____
 Print Name: _____ Date: _____

*Do not include overtime wage rates, use straight time wage rates only, i.e., employee earns \$20/hr. and works 10 hours in one day, you would report \$200.00 (\$20.00 x 10). If paid to third party (union) - exclude. If taxable to employee, then it is reported to WCIRB.

Return Completed Form Via Fax To:
 Keenan & Associates, 2355 Crenshaw Blvd., Ste. #200, Torrance, CA 90501
 Attn: SEWUP Department, Phone (310) 212-3344, Fax (310) 787-8838





STATEWIDE EDUCATIONAL WRAP UP PROGRAM

Contractor's Completion Notice

District Name: _____

Project Name: _____

IMPORTANT NOTIFICATION – PLEASE READ

Contractor or Subcontractor agrees to complete this form and return to Keenan & Associates upon completion or termination of work activities under this contract. Please include, with this form, any supporting documents for final contract value (if different from initial contract value).

Initial Contract Value: _____

Final Contract Value: _____

Last Day on Site*: _____

**This would include work performed on final closeout or punch-list items and should not include warranty work.*

Contractor/Subcontractor Legal Name: _____

Contractor/Subcontractor dba Name: _____

Contractor License Number: _____

SEWUP Site Code*: _____

Address: _____

Representative's
Name (Print): _____ Title: _____

Signature: _____ Date: _____

***(Internal Use Only) To be assigned by the SEWUP Administrator.**

Fax or Mail Completed Form To:

Keenan & Associates, 2355 Crenshaw Blvd., Ste. #200, Torrance, CA 90501
Attn: SEWUP Department
Phone (310) 212-3344, Fax (310) 787-8838



Exhibit B

*BID FORM

Name of Bidder: _____

To: South Orange County Community College District, acting by and through its Governing Board, herein called the "DISTRICT."

1. The undersigned Bidder, having become familiarized with all the following documents including but not limited to the Notice Calling for Bids, Information for Bidders, Bid Form, Bid Security, Designation of Subcontractors Form, Information Required of Bidder, all prequalification forms pursuant to Public Contract Code Section 20111.5, if any, Noncollusion Affidavit, Workers' Compensation Certificate, Faithful Performance Bond, Payment Bond, Agreement, Escrow Agreement, Drug-Free Workplace Certification, Criminal Records Check Certification, Change Order Forms, Shop Drawing Transmittal Form, all insurance requirements, Guarantee forms, Contractor's Certificate Regarding Non-Asbestos Containing Materials, Disabled Veteran Business Enterprises Certification, if applicable, General Conditions and Supplemental Conditions, if any, Special Conditions, if any, drawings, specifications, and all modifications, addenda and amendments, if any (hereinafter Project Documents), the local conditions affecting the performance of the work and the cost of the work at the place where the work is to be done, hereby proposes and agrees to be bound by all the terms and conditions of the Project Documents and agrees to perform, within the time stipulated, the work, including all of its component parts, and everything required to be performed, and to provide and furnish and pay for any and all of the labor, materials, tools, expendable equipment, and all applicable taxes, utility and transportation services necessary to perform the work and complete in a good workmanlike manner all of the work required in accordance with laws, codes, regulations, ordinances and any other legal requirements governing the work, in connection with the following:

Project: ATEP - HOPE DRIVE PARKING LOT MAINTENANCE AND REPAIR

Project No.: Bid No. 6

all in strict conformity with the Project Documents, including Addenda Nos. ____, ____, ____ and ____, on file at the office of the Director of Facilities Planning and Purchasing of said DISTRICT for the following sums:

<i>Handwritten</i>	<i>Numeric</i>
<u>BASE BID</u>	
\$ _____ /100	\$ _____

Exhibit B

<p><u>BID ALTERNATE #1</u></p> <p>Provide the Total Cost (Additive or Deductive) for the installation of Geofabric Pavement Material, over the existing asphalt, and new asphaltic concrete overlay 1-1/2 inches thick minimum, in lieu of, variable depth AC Overlay as specified on Drawing C1.1.</p> <p>\$ _____ /100</p>	<p>\$ _____</p>
---	-----------------

Each individual bid term shall be determined from visiting the work site, reviewing the drawings and specifications and all portions of the Project Documents, and shall include all items necessary to complete the work, including the assumption of all obligations, duties, and responsibilities necessary to the successful completion of the Project, and the furnishing of all materials and equipment required to be incorporated in and form a permanent part of the work, and the furnishing of tools, equipment, supplies, transportation, facilities, labor, superintendence, and services required to perform and complete the work, all as per the requirements of the Project Documents, whether or not expressly listed or designated.

2. It is understood that the DISTRICT reserves the right to reject any or all bids or to waive any irregularities or informalities in any bids or in the bidding process. Bidder agrees that this bid shall remain open and not be withdrawn for the period specified in the Information for Bidders.

3. The required bid security is attached.

4. The required list(s) of proposed subcontractors is attached hereto, and the undersigned represents and warrants that such list(s) is complete and in compliance with the Subletting and Subcontracting Fair Practices Act. Public Contract Code Sections 4100, et seq.

5. It is understood and agreed that if written notice of the award of a contract is mailed, faxed, or delivered to the bidder, the bidder will execute and deliver to the DISTRICT the Agreement and will also furnish and deliver to the DISTRICT the Faithful Performance Bond and a separate Payment Bond as specified, and certificates and endorsements of insurance, the Workers' Compensation Certificate, Drug-Free Work Place Certification, the Criminal Records Check Certification, Contractor's Certificate Regarding Non-Asbestos Containing Materials, and the Disabled Veteran Business Enterprises Certification, if applicable, within 10 working days of the notice of award of the contract, or as otherwise requested in writing by the DISTRICT. It is understood that should bidder fail or refuse to return these documents as required by the DISTRICT, the bid security shall be forfeited to the DISTRICT. The bidder further agrees that the work shall be commenced by the bidder, if awarded the contract, on or before the fifth day after receiving the DISTRICT's Notice to Proceed, and shall be completed by the bidder in the time specified by the DISTRICT.

Exhibit B

6. Communications conveying notice of award of the contract, requests for additional information or other correspondence should be addressed to the bidder at the address stated below.

7. The name(s) of all persons interested in the bid as principals are as follows:

8. In submitting this bid, the bidder offers and agrees that if the bid is accepted, it will assign to 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. Section 15) or under the Cartwright Act (Business & Professions Code Section 16700, et seq.) arising from purchases of goods, materials, or services by the bidder 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 under the contract. (Public Contract Code Section 7103.5; Government Code Section 4450, 4451 and 4552).

9. The undersigned hereby warrants that the bidder has an appropriate license, License No. _____, Class B, at the time of the bid opening, that such license entitles bidder to provide the work, that such license will be in full force and effect throughout the duration of performance of this Project. Bidder shall be nonresponsive if the Bidder is not licensed as required by the DISTRICT at the time of the bid opening. Any and all subcontractors to be employed by the undersigned shall have appropriate licenses at the time of the bid opening.

10. The bidder hereby certifies that it is, and at all times during the performance of work hereunder shall be, in full compliance with the provisions of the Immigration Reform and Control Act of 1986 ("IRCA") in the hiring of its employees, and the bidder shall indemnify, hold harmless and defend the DISTRICT against any and all actions, proceedings, penalties or claims arising out of the bidder's failure to comply strictly with the IRCA.

11. It is understood and agreed that if requested by the DISTRICT, the bidder shall furnish a notarized financial statement, references, and other information required by the DISTRICT sufficiently comprehensive to permit an appraisal of bidder's ability to perform the Project.

12. The undersigned hereby warrants that all work, except work of a maintenance period, shall be completed within 60 consecutive calendar days from the date specified on the Notice to Proceed issued by the District. 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 in the amount of Five-Hundred Dollars (\$500.00). (Government Code Section 53069.85)

13. The required noncollusion affidavit properly notarized is attached as required by Public Contract Code Section 7106. Bidder understands and agrees that failure to submit a completed and signed affidavit will render the bidder automatically nonresponsive.

Exhibit B

14. It is understood and agreed that all change order requests must be submitted in the form set forth in the Project Documents and pursuant to Article 59 of the General Conditions. The amount of allowable charges submitted pursuant to a change order shall be limited to the charges allowed under Article 59 of the General Conditions. Indirect, consequential and incidental costs, project management costs, extended home office and field office overhead, administrative costs and profit and other charges not specifically authorized under Article 59 of the General Conditions will not be allowed.

15. The Information Required of Bidder form has been fully completed and is attached hereto.

Exhibit B

The undersigned hereby declares that all of the representations of this bid are made under penalty of perjury under the laws of the State of California.

Individual

Name:

Signed by:

Print Name:

Date:

Business Address:

Telephone:

Partnership

Name:

Signed by:

Print Name:

Date:

Business Address:

Telephone:

Corporation

Name:

(a Corporation¹)

¹ A corporation awarded the contract shall furnish evidence of its corporate existence and evidence that the officer signing the Agreement and bonds is duly authorized to do so.

Exhibit B

Business Address:

Telephone:

Signed by: _____, President, Date:

Print Name: _____ President

Signed by: _____, Secretary, Date:

Print Name: _____, Secretary

[Seal]

Joint Venturer

Name:

Signed by: _____, Joint Venturer

Print Name:

Date:

Business Address

Telephone:

Other Parties to Joint Venture:

Exhibit B

If an individual:

(Name)

Signed by:

Print Name:

Date:

Doing Business as:

Business Address:

Telephone:

If a Partnership:

(Name)

Signed by: _____, Partner

Print Name:

Date:

Business Address

Telephone:

If a Corporation:

(a Corporation)

Signed By:

Print Name:

Title:

Date:

Business Address:

Telephone:

EXHIBIT C

South Orange County Community College District
ATEP - ADVANCED TECHNOLOGY & EDUCATION PARK
 15445 Lansdowne Road
 Tustin, California 92782

10/27/09

HOPE DRIVE PARKING LOT MAINTENANCE AND REPAIR

JOB WALK SIGN-IN SHEET

ORGANIZATION - NAME/ADDRESS/ZIP CODE	ATTENDEE NAME - PRINT	CONTACT INFORMATION
NPG LOUTON 1354 Jet way POMTS CA 92871	→	TELEPHONE: 951 940 0200 FAX: 951 940 9192 E-MAIL: Ltan@npgasphalt.com
Arrow Parking Lot Service, Inc. 5030 Gayhurst Ave. Baldwin Park CA 91706	Adam Drumm	TELEPHONE: 626-962-8686 FAX: 626-962-3635 E-MAIL: adam@arrowparking.biz
All American Asphalt 400 E 6th St Corona CA 92879	Alyssa Sohl	TELEPHONE: 951 736 7600 FAX: 951 739 4671 E-MAIL: dmatsen@allamericanasphalt.net
HAIRBRON ASP PAVING, INC 1548 MAPLE CORONA, CA. 92880	BOB HAIBRON	TELEPHONE: 951 273-0411 FAX: 951 273-0711 E-MAIL: BOB.HAIBRON@SBCGLOBAL.NET
Golden Stark Constructors 6662 Galipao dr H.B. CA 92607	RON COCHRAN	TELEPHONE: 714 625-8758 FAX: 714 625-8295 E-MAIL: RON@GOLDENSCI.COM
S&S Grading & Paving 1721 5th St, Torrance CA 92860	Steve Dickerman	TELEPHONE: 951 340-9500 FAX: 951 340-9592 E-MAIL: S-Sgrading@SBCGlobal.NET

EXHIBIT C

ARROW PARKING

ADAM DRUMM
President

EST. 1947

5030 Gayhurst Ave.
Baldwin Park, CA 91706

ASPHALT PAVING
SEAL COATING
STRIPING & SIGNS

License #297093

FAX (626) 962-3635
Adam@arrowparking.biz

(626) 962-8698

G S C I

Golden State Constructors, Inc.
Ron Cochran

Phone: 714-625-8758

License #A-867060
Ron@GoldenStateConstructors.com

Fax: 714-625-8295
Cell: 714-932-5974

6162 Galipean Dr., Huntington Beach, CA 92647

HATBRINK


PAVING

IRG

BOB HATBRINK 951-273-0111

Office: 951-736-7600 Ext. 2034
Email: dmatsen@allamericanasphalt.net

FAX: 951-739-4871
CAL. STATE LIC. #267073-A

 **ALL AMERICAN ASPHALT**
ALL AMERICAN AGGREGATES

ALYSSA SOHL
BID RUNNER

400 E. Sixth St.
P.O. Box 2229
CORONA, CA 92878-2229

S & S
Grading and Paving, Inc.
Ca St. Lic. #709761

Steve Dickerman

◆ SITE WORK
◆ ASPHALT MAINTENANCE

◆ PAVING
◆ GRADING

P.O. BOX 940, NORCO, CA 92860-0940

Office: (951) 340-9590
Cell: (951) 255-6977
Fax: (951) 340-9592



NPG Inc
ASPHALT SERVICES

P.O. Box 1515
Perris, CA 92572

Physical Address:
1354 Jet Way • Perris, CA 92571

Licenses: A-Engineering, B-General Building, C12-Grading & Paving

LOU TON
ENGINEER / PROJECT
MANAGER
Lton@npgasphalt.com

INLAND EMPIRE
(951) 940-0200 Office
(951) 217-5727 Cell
(951) 940-9192 Fax

DESERT DIVISION
(760) 320-9600