

**San Diego Community College District
Facilities Management
3375 Camino Del Rio South, Suite 310
San Diego, California 92108**

August 24, 2011

**REQUEST FOR PROPOSALS
CONSTRUCTION WASTE REMOVAL AND RECYCLING SERVICES
DISTRICT WIDE**

The San Diego Community College District invites proposals from qualified firms, partnerships, corporations, associations, or professional organizations to provide construction waste removal and recycling services to the District.

Interested parties are invited to submit their proposals as described below, with six copies of requested materials to:

**Attn: Cindy Lasley, Contract Specialist
San Diego Community College District
Facilities Management
3375 Camino Del Rio South, Suite 310
San Diego, CA 92108**

**Instructions for Submitting Proposals can be found on the District's Prop S & N website:
<http://www.sdccdprops-n.com/default.aspx>**

Questions regarding this RFP must be emailed to Ryan Murphy at rmurphy@sdccd.edu

All RFP responses must be received by 4:00 p.m. September 15, 2011 RFI responses and any addenda will be posted on the District web site.

This is not a formal request for bids nor is it an offer by the District to contract with any party responding to this request. The District reserves the right to reject any and all proposals. All materials submitted to the District in response to this Request for Proposals shall remain property of the District.

Sincerely,

Cindy Lasley
Contract Specialist

**REQUEST FOR PROPOSALS
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INSTRUCTIONS FOR SUBMITTING PROPOSALS

1. GENERAL

The District intends to select at least one firm to meet the District's needs to perform Construction Waste Removal and Recycling services for all district projects as described in this Request for Proposal. In general, the Waste/Recycling Company will work cooperatively with the District, staff, construction teams, program manager, project inspector, and the prime contractors to facilitate the proper removal of construction waste and recycling of construction debris.

The District plans to utilize these services districtwide for new construction projects relating to Propositions S & N projects. The District reserves the right; however, to change this structure.

The Construction Waste/Recycling services described in this RFP are of a highly collaborative nature and will require the successful Proposer to work closely and successfully with the Construction Manager, District Personnel, and Facilities Management.

Proposer shall provide all services as outlined in a manner satisfactory to the District. Services shall begin with the start of construction and continue through the complete installation of all furniture, fixtures and equipment.

All work performed in connection with this contract shall be authorized by the District in writing via a task order notice to proceed which shall include proposals detailing scopes of work submitted by the Proposer. The task order notice to proceed fully executed by the District and delivered to the Proposer will constitute the District's acceptance of the submitted proposal.

Proposers shall at all times during the performance of services, maintain accurate and complete records, files and documents for all work completed under the Agreement and shall provide records as requested by the District for review and/or audit.

The firm(s) selected as a result of this process shall be responsible for the following general categories of work as applicable.

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2. RESPONSIBILITIES OF THE CONSTRUCTION WASTE/RECYCLING FIRM

Provide the following services:

1. Removal of construction waste/debris
 2. Recycling of construction materials
 3. Reporting
- 2.1 Project Planning
 - A. Attend pre-construction meeting to plan and schedule waste/recycling needs
 - B. Establish point of contact with project team.
 - 2.2 General Waste/Recycling Management
 - A. Develop and manage truck routes, container deliveries, scheduling.
 - B. Ensure protection of all existing construction, equipment, vehicles and safety of all people on site.
 - C. All waste shall be transported in accordance with all local, state and federal laws, rules and regulations by licensed haulers.
 - D. Ensure proper disposal of all waste in state permitted or certified facilities/landfills. Ensure proper recycling of all recycled material in state permitted or certified facilities, providing a summary report of which materials were recycled, how the materials were recycled and where they were recycled. (See reporting in Section C below).
 - E. Scheduling drop-off and pick-up of containers shall be on an as-needed basis under the direction of the construction manager designated by the District. Drop-off and pick-up shall be made within 24 hours of request.
 - F. Proposers shall furnish and maintain all containers as listed in pricing section of this proposal request. Containers shall be maintained and comply with Storm Water Pollution Prevention Plan (SWPPP) requirements.
 - 2.3 Reporting
 - A. Provide all required reporting as requested by the District and required to comply with USGBC LEED certification and State waste/recycling reporting requirements. Contractor shall submit monthly reports on the 15th of each month to the designated construction manager on site. Three (3) hard copies with attached original weight slips to be included. See attached sample report for items to be included in report.
 - B. Monthly report – due 15th day of each month.

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- C. Project close-out report – due at end of each construction project
- D. Annual report – due February 1 in the following year
- E. Provide report showing which materials were recycled, how the materials were recycled and where they were recycled (name the facility/location).

2.4 EXEMPTIONS

- A. District is exempt from all transportation taxes; appropriate exemption number will be supplied to the successful bidder
- B. Bidder is not responsible for debris from project demolition or hazardous material removal

3. REQUIRED INFORMATION IN PROPOSAL

3.1 GENERAL

The proposal shall not exceed 30 pages in length. These 30 pages do not include the cost proposal described in Section 3.5.

3.2 FIRM INFORMATION

Provide a brief history of your firm, and, if a joint venture, of each participating firm. Identify legal form and ownership. Describe number of years in business and types of business conducted.

Identify similar projects performed by your firm(s) in the past 5 years, including:

- Name of project and district;
- Owner and telephone number;
- Firm person in charge of each project;

List any project with litigation and/or claims arising from the projects listed on which your firm(s) provided services in the past 5 years. State the issues in the litigation, the status of litigation, names of parties, and outcome.

3.3 PROPOSED PROJECT TEAM

The selected firm shall employ at its expense professionals properly licensed and skilled in the execution of the functions required for the planning and execution of waste/recycling management of the projects.

Identify the key personnel you would assign to the District's projects for each phase of work, including their roles. As applicable, please include: Dispatcher, Roll-off Analyst, Operations Manager, Construction Representative and Sales Manager.

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3.4 PROPOSED METHODOLOGY AND CAPABILITIES

Describe the firm's technical capabilities for scheduling, budgeting, cost estimating, and document control for waste and recycling management showing how this can be applied to a construction project to assure the project waste removal and recycling does not interrupt regular construction activities and the reports are accurate and submitted on time.

3.5 COST AND PRICE SUMMARY

In a separate sealed envelope, provide a cost proposal for individual items as listed in the Service Rates breakdown sheet in this RFP. The fee proposals shall remain confidential except to the extent that the successful firm's proposal may be incorporated into an agreement with the District. The District intends to award each contract on a not-to-exceed basis.

3.6 CONTRACTOR OUTREACH

Proposer must demonstrate its commitment to comply with the District's Contract Outreach Program by discussing its approach to procuring and retaining services through the use of Disadvantaged and Minority Owned Businesses in the execution of the work for the projects, as applicable.

3.7 CONTRACTOR REFERENCES

Proposer must provide four references in the format requested on the attached sheet. Failure to provide references may disqualify the firm from consideration.

3.8 SAFETY

Proposer must provide company safety record over the past five (5) years for the local office that will be serving on District projects. Provide EMR and OSHA Form 300 for past five (5) years.

3.9 CLEAN ENERGY VEHICLES

Proposers to provide list of clean energy vehicles that will be available to work on District projects over the next 12 months.

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4. DISTRICT'S EVALUATION PROCESS

4.1 DISTRICT INVESTIGATIONS

The District may perform investigations of proposing parties that extend beyond contacting the references identified in the proposals.

4.2 SELECTION OF FINALISTS

Based on its evaluation of responses to this Request for Proposals, the District's selection committee may select finalists for further evaluation and possible interview. The criteria for selecting finalists will be based off a total score of 100 points as follows:

1. Pricing – 35 points
2. Safety – 25 points
3. Company experience and results of proposed personnel – 20 points
4. References contacted by the District – 10 points
5. Company Location – 5 points
6. Clean Energy Vehicles – 5 points

The District expects to select the finalists within one week of the closing date for this Request for Proposals. Finalists will be notified promptly. The District may make a selection without interviews or subsequent evaluation.

4.3 SELECTION PROCESS

A District selection committee will make a contract award recommendation to the Board of Trustees. The proposed schedule is as follows;

August 24, 2011	Issue RFP
September 8, 2011	Request For Information due
September 15, 2011	Request For Proposals due
September 29, 2011	Interviews if required
October 27, 2011	Board Award

4.4 FINAL DETERMINATION AND AWARD

The District reserves the right to contract with any entity responding to this Request for Proposals, to reject any proposal as non-responsive, and not to contract with any firm for the services described herein. The District makes no representation that participation in the Request for Proposal process will lead to an award of contract or

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any consideration whatsoever. The District reserves the right to seek proposals from or to contract with any firm not participating in this process. The District shall in no event be responsible for the cost of preparing any proposal in response to this Request for Proposals.

The awarding of contracts is at the sole discretion of the District. The District expects to award at least one contract for the services identified in this Request for Proposals.

A copy of the current RFP is available on the District Website at:
<http://public.sdccdprops-n.com/Contractors/Bid/Pages/default.aspx>

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SERVICE RATES

All services requested by San Diego Community College District set forth in the Base Bid amount shall be billed by Vendor at the unit rates/prices shown below. Rates to include all expenses actually incurred including all staff wages (dispatcher, operations manager, sales manager, etc.), applicable labor burden, insurance, union dues (if applicable), office expense, overhead and profit, and travel time to site. All wages shall be at prevailing wage rate where and when prevailing wage requirements apply per state law. All change orders will use these rates and no additional markup will be added.

Note: All rates to be submitted in this format. Request a disk copy or photocopy if needed.

Transportation Unit Costs

<u>Fees</u>	<u>\$/Each Trip</u>
Round Trip Hauling Fee	\$ _____
Landfill Fee	\$ _____

NOTE: All other fees to be included in the pricing listed below. District not subject to City of San Diego Franchise Hauling Fee. No rental or delivery fee to be included

Material Unit Costs

<u>Item</u>	<u>Disposal Fee/Ton</u>
3 yard – office trash	\$ _____/ton
3 yard – comingled recycle	\$ _____/ton
10 yard – clean concrete	\$ _____/ton
10 yard – comingled Construction & Demo	\$ _____/ton
20 yard – comingled Construction & Demo	\$ _____/ton
40 yard – comingled Construction & Demo	\$ _____/ton
20 yard – wood	\$ _____/ton
40 yard – wood	\$ _____/ton
20 yard – drywall	\$ _____/ton
40 yard – drywall	\$ _____/ton
10 yard – clean metal (apply to rate offset)	\$ _____/ton
20 yard – cardboard (apply to rate offset)	\$ _____/ton
40 yard – cardboard (apply to rate offset)	\$ _____/ton
Other (list, may add additional sheets as necessary):	
_____	\$ _____/ton
_____	\$ _____/ton

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REFERENCES

Firm Name: _____

Year Firm Founded: _____ (Enter Year of Initial License)

References with special considerations, accomplishments, etc. for this client/project:

1. Contact Name and Phone: _____
Contact Email Address: _____
Company Name and Address: _____
Project Scope: _____

2. Contact Name and Phone: _____
Contact Email Address: _____
Company Name and Address: _____
Project Scope: _____

3. Contact Name and Phone: _____
Contact Email Address: _____
Company Name and Address: _____
Project Scope: _____

4. Contact Name and Phone: _____
Contact Email Address: _____
Company Name and Address: _____
Project Scope: _____

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NONCOLLUSION AFFIDAVIT

(To be executed by Bidder and submitted with bid)

State of California)
)ss.
County of _____)

_____, being first duly sworn, deposes and says that he is _____ b
the _____ party making the attached
bid; that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership,
company, association, organization, or corporation; that the bid is genuine and not collusive or
sham; that 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
bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder
has not in any manner, directly or indirectly, sought by agreement, communication, or conference
with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost
element of the bid price, or of that of any other bidder, or to secure any advantage against the public
body awarding the contract of anyone interested in the proposed contract; that all statements
contained in the bid are true; and, further, that the bidder has not, directly or indirectly, submitted his
or her 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 corporation, partnership, company,
association, organization, bid depository, or to any member or agent thereof to effectuate a collusive
or sham bid.

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

Executed this ____ day of _____, 20__ at _____, California.

Date: _____

Signature of Bidder

NONCOLLUSION AFFIDAVIT

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MBE/WBE/DVBE/SB/LB PARTICIPATION

1. Minority Owned Business Enterprise (MBE)/Woman Owned Business Enterprise (WBE)/Disabled Veteran Owned Business Enterprise (DVBE)/Small Business (SB)/Large Business (LB):

1.1. Our firm qualifies as a:

	<u>Certifying Agency</u>	<u>Number</u>
_____ Minority Owned Business	_____	_____
_____ Women Owned Business	_____	_____
_____ Disabled Veteran Owned Business	_____	_____
_____ Small Business	_____	_____
_____ Large Business	N/A	N/A
_____ Decline to State	_____	_____

1.2. Our bid includes the following MBE/WBE/DVBE/SB subcontractors, suppliers, and/or vendors:

Subcontractor, Supplier, or Vendor Name	Trade or Service Provided in Base Bid	MBE/WBE/DVBE/SB Status	Dollar Amount of Sub, Supplier, or Vendor Bid	% of Base Bid

Proper Name of Bidder _____

By _____

Signature of Bidder

CONTRACT #: (FILL IN NUMBER)
PROJECT NUMBER: (FILL IN NUMBER)

**SAN DIEGO COMMUNITY COLLEGE DISTRICT
SPECIAL SERVICES AGREEMENT**

THIS AGREEMENT is made and entered into this (FILL IN DATE) day of (FILL IN MONTH), (FILL IN YEAR), at San Diego, County of San Diego, State of California, by and between the SAN DIEGO COMMUNITY COLLEGE DISTRICT, hereinafter called "District", and (FILL IN NAME OF CONTRACTOR), a hereinafter called "Contractor."

W I T N E S S E T H:

WHEREAS, Government Code Section 53060 authorizes the District to contract with persons to furnish services and advice to District in financial, economic, accounting, engineering, legal, or administrative matters if such persons are specially trained and experienced and competent to perform the special services required; and

WHEREAS, Contractor represents that he/she is specially trained, experienced, and competent to provide such special services and to give the advice called for by this Agreement; and

WHEREAS, District has determined that it does not have on its staff employees qualified to provide such services, and has determined that it has a need to enter into this Agreement with the Contractor for special services and advice described herein;

NOW, THEREFORE, it is mutually agreed by the parties hereto as follows:

Article 1. Employment of Contractor. District hereby contracts with contractor to perform the necessary professional services and advice as hereinafter set forth.

Article 2. Contractor's Services.

(a) Contractor/consultant hereby agrees to perform the professional services set forth in Exhibit "A", attached hereto and incorporated herein by reference, to the satisfaction of District, and to the extent the provisions of Exhibit "A" are ambiguous in relation to the provisions of this Special Services Agreement, inconsistent with the provisions of this Special Services Agreement, or expand upon the provisions of this Special Services Agreement, the provisions of this Special Services Agreement shall take precedence and the provisions of Exhibit "A" shall not apply. District and Contractor agree the provisions of Exhibit "A" are intended only to define the scope of the services to be provided by Contractor.

b) Contractor shall keep Lance Lareau, District Architect, fully informed as to the progress of the work and shall submit to District such oral and written reports as District may specify.

Article 3. Time of Performance and Term of Agreement. The services called for under this Agreement shall be provided by Contractor commencing as determined on a project-by-project basis and ending at the District's discretion. It shall be expressly understood by Contractor that time is of the essence of this Agreement and District may terminate this Agreement in the event of unexcused delay in Contractor's performance hereunder.

Article 4. Consideration. All services requested by San Diego Community College District set forth in the Base Bid amount shall be billed by Vendor at the unit rates/prices shown below. Rates to include all expenses actually incurred including all staff wages (dispatcher, operations manager, sales manager, etc.), applicable labor burden, insurance, union dues (if applicable), office expense, overhead and profit, and travel time to site. All wages shall be at prevailing wage rate where and when prevailing wage requirements apply per state law. All change orders will use these rates and no additional markup will be added.

Note: All rates to be submitted in this format. Request a disk copy or photocopy if needed.

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<u>Fees</u>	<u>\$/Each Trip</u>
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NOTE: All other fees to be included in the pricing listed below. District not subject to City of San Diego Franchise Hauling Fee. No rental or delivery fee to be included

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40 yard – comingled Construction & Demo	\$ _____/ton
20 yard – wood	\$ _____/ton
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40 yard – drywall	\$ _____/ton
10 yard – clean metal (apply to rate offset)	\$ _____/ton
20 yard – cardboard (apply to rate offset)	\$ _____/ton
40 yard – cardboard (apply to rate offset)	\$ _____/ton
Other (list, may add additional sheets as necessary):	
_____	\$ _____/ton
_____	\$ _____/ton

Article 5. Method of Payment. The District will require the service address and project identification for all invoicing and this number shall be referenced by the Contractor on the Contractor's invoice(s). If multiple sites are involved, Contractor shall invoice by project. District will require Invoices must be typed on an original 8-1/2" x 11" sheet of paper and must reference Agreement number listed in the upper right hand corner of this Agreement and the title of the project. Invoice shall include a detailed breakdown of services on each project. Contractor may invoice District each month for Contractor's services. The District shall verify that all required services have been performed prior to approving any payment. Payment shall be made within forty-five (45) days from the date-of District's approval of invoice for services and materials.

Article 6. Withholding of Payment The District may withhold any Progress Payment or the Final Payment, in whole or in part, or backcharge the Contractor to the extent it may deem advisable to protect the District on account of: (i) defective Work or Work not in conformity with the requirements of the Contract Documents which is not remedied; (ii) failure of the Contractor to make payments when due to Subcontractors or Material Suppliers for materials or labor; (iii) claims filed or reasonable evidence of the probable filing of claims by Subcontractors, laborers, Material Suppliers, or others performing any portion of the Work under the Contract Documents for which the District may be liable or responsible including, without limitation, Stop Notice Claims filed with the District pursuant to California Civil Code §3179, et seq.; (iv) a reasonable doubt that the Contract can be completed for the then unpaid balance of the Contract Price; (v) tax demands filed in accordance with California Government Code §12419.4; (vi) other claims, penalties and/or forfeitures for which the District is required or authorized to retain funds otherwise due the Contractor; (vii) any amounts due from the Contractor to the District under the terms of the Contract Documents; or (viii) the Contractor's failure to perform any of its obligations under the Contract Documents, including performance of any lawful or proper direction given by the District or public authority having jurisdiction over the Work or its default under the Contract Documents or its failure to maintain adequate progress of the Work. When the District is reasonably satisfied that the Contractor has remedied any such deficiency, payment shall be made of the amount withheld.

Article 7. Employee Benefits. Contractor shall be responsible for all salaries, payments, insurance and benefits for all of its officers, agents, and employees in performing services pursuant to this Agreement.

Article 8. Workers' Compensation Insurance. Contractor agrees to procure and maintain in full force and effect Workers' Compensation Insurance covering its employees and agents while these persons are participating in the activities hereunder. In the event a claim under the provisions of the California Workers' Compensation Act is filed against District by a bona fide employee of Contractor participating under this Agreement, Contractor agrees to defend and indemnify the District from such claim.

Article 9. Insurance. The Contractor shall not commence work nor shall he allow any subcontractor to commence work under this contract until he has obtained all required insurance hereunder and certificates evidencing such insurance have been delivered to the District. All surety providers of bonds and insurance must possess at least "A-"VII by A.M. Best Key Guide.

A. Workers' Compensation Insurance

1. The Contractor shall provide, during the term of this agreement, Workers' Compensation Insurance for all of his employees engaged in work under this contract, on or at the site of the project, and, in case any of his work is sublet, the Contractor shall require the subcontractor similarly to provide Workers' Compensation Insurance for all the latter's employees. Any class of employee or employees not covered by the subcontractor's insurance shall be covered by the Contractor's insurance.
2. In case any class of employees engaged in work under this contract, on or at the site of the project, is not protected under the Workers' Compensation Statute, the Contractor shall provide or shall cause a subcontractor to provide, adequate insurance coverage for the protection of such employees not otherwise protected.
3. The Contractor shall file with the District certificates of said insurance as specified above.

B. General Liability and Property Damage Insurance

1. The Contractor shall maintain during the life of this contract, General Liability and Property Damage Insurance to protect him and the District from all claims for personal injury, including accidental death, as well as from all claims for property damage arising from the operations under this contract. The minimum amounts of such insurance shall be as hereinafter set forth.

2. Amounts of Insurance:

General Liability Comprehensive Form + Products/Completed Operations	Bodily Injury and Property Damage Combined	\$1,000,000
Auto Liability Comprehensive Form Owned, Non-owned Hired	Bodily Injury and Property Damage Combined	\$1,000,000

3. The Contractor shall name the District and its Board of Education as an additional insured on the General and Auto Liability policies. Contractor shall file all insurance certificates with the District's Facilities Office.

C. Fire Insurance

Contractor shall maintain or cause to be maintained Fire Insurance on all work, material, equipment, appliances, tools and structures which are a part of this contract and subject to loss or damage by fire.

Article 10. Audit and Inspection of Records. At any time during the normal business hours and as often as District may deem necessary, and upon reasonable notice, **FILL IN CONTRACTOR'S COMPANY** shall make available to District, or any of its duly authorized representatives, for examination, audit, excerpt copying or transcribing, all data, records, investigation reports, job files, correspondence, emails, and all other writings as defined under Evidence Code section 250. **FILL IN CONTRACTOR'S COMPANY** will permit District to audit and to make audits of all writings, including without limitation, invoices, payroll, progress reports, equipment records, personnel records, field measurements, quantities, prices, and all other data or information related to the Project. All writings, including all pertinent accounting, financial, and project documents, including electronically stored writings, must be kept and maintained for a period of at least four (4) years, or for the period required by law, whichever is greater, after completion of performance hereunder, unless District's written permission is given to dispose of same prior to that time.

Article 11. Confidentiality and Use of Information.

(a) Contractor shall hold in trust for the District, and shall not disclose to any person, any confidential information. Confidential information is information which is related to the District's research, development, trade secrets and business affairs, but does not include information which is generally known or easily ascertainable by nonparties through available public documentation.

(b) Contractor shall advise District of any and all materials used, or recommended for use, by Contractor to achieve the project goals that are subject to any copyright restrictions or requirements. In the event Contractor shall fail to so advise District and, as a result of the use of any programs or materials developed by Consultant under this Agreement, District should be found in violation of any copyright restrictions or requirements, Contractor agrees to indemnify and defend District against any action or claim brought by the copyright holder.

Article 12. Administration of Agreement. This Agreement shall be administered on behalf of the parties hereto, and any notice desired or required to be sent to a party hereunder shall be addressed, as follows:

For **DISTRICT:** David Umstot, P.E.
Vice Chancellor Facilities Management
Address: San Diego Community College District
Facilities Management Office
3375 Camino del Rio, South, Suite 310
San Diego, CA 92108

For **CONTRACTOR:** (FILL IN CONTACT NAME OF CONTRACTOR)
(FILL IN TITLE OF CONTACT PERSON)

Contractor: (FILL IN COMPANY NAME OF CONTRACTOR)
Address: (FILL IN ADDRESS LINE 1 OF CONTRACTOR)
(FILL IN CITY, STATE, ZIP OF CONTRACTOR)

Article 13. Notice. All notices or demands to be given under this Agreement by either party to the other, shall be in writing and given either by: (a) personal service or (b) by U.S. Mail, mailed either by registered or certified mail, return receipt requested, with postage prepaid. Service shall be considered given when received if personally served or, if mailed, on the fifth day after deposit in any U.S. Post Office. The address to which notices or demands may be given by either party may be changed by written notice given in accordance with the notice provisions of this section. At the date of this Agreement, the addresses of the parties are as set forth above.

Article 14. Ownership of Work Product. All products of work performed pursuant to this Agreement, including, but not limited to, any documents, photographs or other material prepared or gathered will be the sole property of District.

Article 15. Termination for Cause. District may terminate this Agreement upon giving of written notice of intention to terminate for cause. Cause shall include: (a) a material violation of this agreement by Contractor, (b) any act by Contractor exposing District to liability to others for personal injury or property damage, or (c) if Contractor is adjudged bankrupt, Contractor makes a general assignment for the benefit of creditors, or a receiver is appointed on account of Contractor's insolvency. Written notice by District of termination for cause shall contain the reasons for such intention to terminate and unless within five (5) days after service of such notice the condition or violation shall cease, or satisfactory arrangements for the correction thereof be made, this Agreement shall upon the expiration of the five (5) days cease and terminate.

In the event of such termination, Contractor shall be paid the reasonable value of satisfactory services rendered up to the date of receipt of the notice of termination, less any payments theretofore made, as determined by District, and the Contractor hereby expressly waives any and all claims for damages or compensation arising under this Agreement in the event of such termination, except as set forth herein.

Also, at the time of such termination, all finished or unfinished documents, data, studies, drafts, surveys, drawings, maps, reports, and other materials prepared by Contractor shall become the property of District.

Article 16. Termination for Convenience. Either party may terminate this Agreement at any time and for any reason by giving written notice to the other party of such termination, and specifying the effective date thereof, at least thirty (30) days prior to the effective date.

If the Agreement is terminated as provided in this Section, Contractor shall be entitled to receive compensation for any satisfactory work completed up to the receipt by Contractor of notice of termination, less any payments theretofore made, and for satisfactory work completed between the receipt of notice of termination and the effective date of termination pursuant to a specific request by District for the performance of such work.

Also, at the time of such termination, all finished and unfinished documents and other materials described hereinabove shall, at the option of District, become District's sole and exclusive property.

Article 17. Status of Contractor. It is agreed that District is interested only in the results obtained from service hereunder and that Consultant shall perform as an independent contractor with sole control of the manner and means of performing the services required under this Agreement. Contractor shall complete this Agreement according to its own methods of work which shall be in the exclusive charge and control of Contractor and which shall not be subject to control or supervision by the District, except as to the results of the work. Contractor is, for all purposes arising out of this Agreement, an independent contractor, and neither Contractor nor its employees shall be deemed an employee of the District for any purpose. It is expressly understood and agreed that Contractor and its employees shall in no event be entitled to any District benefits to which District employees are entitled, including, but not limited to overtime, retirement benefits, insurance, vacation, worker's compensation, sick or injury leave or other benefits.

Article 18. Defense and Indemnification.

(a) Indemnity for Professional Liability. Except for the sole negligence or willful misconduct of District, the Contractor shall, to the fullest extent permitted by law, hold harmless, protect, defend and indemnify the District, its board and each member thereof, its officers, employees, representatives and their successors and assigns from and against all losses, liabilities, claims, suit, damage, expenses, cost, including reasonable attorney's fees and costs, and expert costs and investigation expenses, caused in whole or in part by the negligent or wrongful acts, errors or omissions of the Contractor in the performance of the professional services under this Agreement and those of the Contractor's sub-contractors or anyone for whom the Contractor is liable regardless of whether or not such claim, loss or liability is caused in part by a party indemnified hereunder.

(b) Indemnity for Other than Professional Liability. With respect to operations other than the performance of the professional services under this Agreement, the Contractor shall, to the fullest extent permitted by law, hold harmless, protect, defend and indemnify the District, its board, and each member thereof, its officers, employees, representatives and their successors and assigns, from and against losses, liabilities, claims, suit damage, expenses and costs including reasonable attorney's fees and costs, and expert costs and investigation expenses arising out of injury to any person, including death, or damage to property caused, in whole or in part, by or attributable to the performance of Contractor, its employees, representatives, subcontractors, or agents regardless of whether or not such claim, loss or liability is caused, in part by a party indemnified hereunder.

(c) General Indemnity Provisions. This indemnity shall survive termination of this Agreement or final payment hereunder and is binding on the successors, heirs or assigns of Contractor. This indemnity is in addition to any other rights or remedies which the District may have under the law or this Agreement. In the event of any claim or demand made against any party which is entitled to be indemnified hereunder, the District may, at its sole discretion, reserve, retain or apply any monies due to the Contractor under this Agreement for the purpose of resolving such claims; provided however, that the District may release such funds if the Contractor provides the District with reasonable assurances of protection of the District's interest. The District shall, in its sole discretion determine whether such assurances are reasonable.

Article 19. Conflict of Interest. Prior to execution of this Agreement, Contractor shall disclose in writing to District any and all compensation, actual or potential, which Contractor may receive in any form from a party other than the District as a result of performance of this Agreement by Contractor. If Contractor becomes aware of the potential for such compensation subsequent to the execution of this Agreement, Contractor shall disclose such compensation within three working days of becoming aware of the potential for such compensation. Prior to or concurrent with making any recommendation of any products or service for purchase by the District, Contractor shall disclose any financial interest that Contractor may have in any manufacturer or provider of the recommended products or services. The term "financial interest" includes, but is not limited to, employment (current or prospective) or ownership interest of any kind and degree.

Article 20. The District retains the right to recommend removal of Contractor's personnel from the project. Upon District recommendation, Contractor will remove the indicated personnel immediately from the project. The District will make a good faith effort to meet with the Contractor's representative to discuss the removal prior to this action. Any decision reached by the District regarding the removed personnel is final.

Article 21. Assignment. No portion of this Agreement or any of the work to be performed hereunder may be assigned by the Contractor without the express written consent of District and without such consent all services hereunder are to be performed by Contractor, its officers, agents and employees.

Article 22. Compliance With Applicable Laws. Contractor agrees to comply with all federal, state and local laws, rules, regulations and ordinances that are now or may in the future become applicable to the Contractor, Contractor's business, equipment and personnel engaged in activities covered by this Agreement or arising out of the performance of such activities.

Article 23. Permits/Licenses. Contractor and all of Contractor's employees or agents shall secure and maintain in force such licenses as are required by law in connection with the furnishing of services pursuant to this Agreement.

Article 24. Nondiscrimination in Employment. Contractor agrees that it will not engage in unlawful discrimination in employment as delineated in the California State Fair Employment and Housing Act, and Section 12940 of the California Government Code.

Article 25. Districts Right to Stop the Work In addition to the District's right to suspend the Work or terminate the Contract pursuant to the Contract Documents, the District, may, by written order, direct the Contractor to stop the Work, or any portion thereof, until the cause for such stop work order has been eliminated if the Contractor: (i) fails to correct Work which is not in conformity and in accordance with the requirements of the Contract Documents, or (ii) otherwise fails to carry out the Work in conformity and accordance with the Contract Documents. Contractor shall not be entitled to any adjustment of Contract Time or Contract Price as a result of such stoppage of Work.

The right of the District to stop the Work hereunder shall not be deemed a duty on the part of the District to exercise such right for the benefit of the Contractor or any other person or entity, nor shall the District's exercise of such right waive or limit the exercise of any other right or remedy of the District under the Contract Documents or at law.

Article 26. Supervision and Procedures The Contractor shall supervise and direct performance of the Work, using the Contractor's best skill and attention. The Contractor shall be solely responsible for, and have control over, construction/move means, methods, techniques, sequences and procedures and for safety precautions and programs and for coordinating all portions of the Work under the Contract Documents. The Contractor shall be responsible for inspection of portions of Work already performed under the Contract Documents to determine that such portions are in proper condition to receive subsequent Work.

The Contractor shall be responsible to the District for acts and omissions of the Contractor's employees, Subcontractors and their agents and employees, and all other persons performing any portion of the Work under a contract with the Contractor. The Contractor shall not be relieved of the obligation to perform the Work in accordance with the Contract Documents either by activities or duties of the Construction Manager, Campus Project Manager, Project Inspector, or the Architect in the administration of the Contract, or by tests, inspections or approvals required or performed by persons other than the Contractor. The Contractor must maintain daily reports that record, at a minimum, weather conditions, weather effects, visitors to the Site, meetings/conversations, inspections made and results, problems encountered, materials delivered, equipment delivered, material procurement problems, safety meetings/issues, accidents, description of actions initiated to correct reported deficiencies, and detailed descriptions of all work activities, including work location, subcontractor name, crew size equipment utilized, identification of change order work and identification of the beginning and ending of significant activities.

Article 27. Labor and Materials Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for labor, materials, equipment, tools, Construction Equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for proper execution and completion of the Work, whether temporary or permanent and whether or not incorporated or to be incorporated in the Work.

The Contractor shall enforce strict discipline and good order among the Contractor's employees, the employees of any Subcontractor or Sub-subcontractor, and all other persons performing any part of the Work at the Site. The Contractor shall not permit employment of unfit persons or persons not skilled in tasks assigned to them. The Contractor shall dismiss from its employ, and direct any Subcontractor or Sub-subcontractor to dismiss from their employment, any person deemed by the District to be unfit or incompetent to perform Work and shall not reemploy such person without the prior written consent of the District.

The Contractor shall employ a competent supervision and all necessary assistants who shall be in attendance at the Site at all times during performance of the Work. The Contractor's communications relating to the Work or the Contract Documents shall be through the Contractor's supervisor. The supervisor shall represent the Contractor and communications given to the supervisor shall be binding as if given to the Contractor. The Contractor shall dismiss the supervisor or any of his/her assistants if they are deemed, in the sole reasonable judgment of the District, to be unfit, incompetent or incapable of performing the functions assigned to them. In such event, the District shall have the right to approval of the replacement of supervisor or assistant.

Article 28. Taxes The Contractor shall pay, without adjustment of the Contract Price, all sales, consumer, use and other taxes for the Work or portions thereof provided by the Contractor under the Contract Documents.

Article 29. Use of Site and Clean Up The Contractor shall confine operations at the Site to areas permitted by law, ordinances or permits, subject to any restrictions or limitations set forth in the Contract Documents. The Contractor shall not unreasonably encumber the Site or adjoining areas with materials or equipment.

In addition to compliance with limitations imposed by applicable law, ordinance, rule or regulation limiting the hours of Work or Work related activities at the Site, unless otherwise expressly provided in the Contract Documents or authorized by the District in advance, Work and Work related activities at the Site shall be limited between the hours of 7:00 A.M. and 7:00 P.M. Mondays through Fridays, except for District holiday days ("Regular Work Hours/Days"). If the District authorizes Work at the Site outside of the Regular Work Hours/Days, the Contractor shall reimburse the District for all costs incurred by the District in connection with such Work; the District may deduct such costs from any portion of the Contract Price then or thereafter due the Contractor.

The Contractor shall at all times keep the Site and all adjoining areas free from the accumulation of any waste material or rubbish caused or generated by performance of the Work. Contractor shall be aware of and take appropriate measure to avoid nuisances. Should the Project Inspector determine that any waste materials, rubbish, or other stored materials have become a nuisance; the Contractor will remedy the condition immediately upon oral and/or written notice. Contractor shall separately contain hazardous and unsanitary waste materials from other waste and mark each container appropriately and dispose of legally. Contractor shall maintain the Site in a "broom-clean" standard on a daily basis. Prior to completion of the Work, Contractor shall remove from the Site all rubbish, waste material, excess excavated material, tools, Construction Equipment, machinery, surplus material and any other items which are not the property of the District under the Contract Documents. If the Contractor fails to clean up as provided for in the Contract Documents, the District may do so, and all costs incurred in connection therewith shall be charged to the Contractor; the District may deduct such costs from any portion of the Contract Price then or thereafter due the Contractor.

Article 30. Subcontracts Any portion of the Work performed for the Contractor by a Subcontractor shall be pursuant to a written agreement between the Contractor and such Subcontractor which specifically incorporates by reference the Contract Documents and which specifically binds the Subcontractor to the applicable terms and conditions of the Contract Documents, including without limitation, the policies of insurance required under Article 9 of these General Conditions and obligates the Subcontractor to assume toward the Contractor all the obligations and responsibilities of the Contractor which by the Contract Documents the Contractor assumes toward the District and the Architect. Specialty Subcontractors shall be utilized for the performance of such parts of the Work, which, under normal contract practices, are performed by such Subcontractors unless the Contractor has customarily performed such Work, is equipped to do so, and the District in its reasonable discretion has agreed to same. The foregoing notwithstanding, no contractual relationship shall exist, or be deemed to exist, between any Subcontractor and the District, unless the Contract is terminated and the District, in writing, elects to assume the Subcontractor.

Article 31. Deliveries of Materials and Equipment to the Site All materials or equipment to be incorporated into the Work shall be designated on the Drawings and delivered to the designated staging or storage area at the Site utilizing delivery route(s) designated in the Drawings and/or as directed from time-to-time by the Project Inspector or Construction Manager. Promptly upon delivery of materials/equipment for incorporation into the Work, the Contractor shall provide the District's Inspector with copies of delivery slips, invoices, bills of lading and similar instruments that indicate the type, nature and quantity of the materials/equipment delivered. The Contractor is solely responsible for adequately protecting the designated delivery route(s) and improvements in, on or about the designated delivery route(s) without adjustment of the Contract Time or the Contract Price; the Contractor shall repair or replace all damage on or about the delivery route resulting from deliveries.

Article 32. Salvage and Disposal of Existing Materials and Equipment All existing materials/equipment to be removed or disconnected and which have not been specifically designated in the Contract Documents for re-use in the Work, or for salvage by the District, shall become the property of the Contractor. All items designated for removal and deemed the property of the Contractor upon removal shall be disposed by the Contractor in conformity with applicable law, rule or regulation. The Contractor shall not dispose of any such items at the Site by gift, sale or otherwise. If any existing materials/equipment or other existing improvements at the Site are to be removed, disconnected or relocated for re-use in connection with the Work, the removal, disconnection or relocation shall be completed in a manner to avoid damage or destruction of the Work or other existing improvements or facilities. Damage or destruction of the Work, any existing improvements, facilities or other items designated for re-use in connection with the Work shall be repaired or replaced by the Contractor without adjustment of the Contract Price or the Contract Time. Any damage or destruction of existing improvements, facilities, or other items caused by construction activities, or any activity by the Contractor shall be repaired, replaced, or corrected to return said item in kind with preconstruction status.

Article 33. Changes in the Work The District, at any time, by written order, may make Changes within the general scope of the Work under the Contract Documents or issue additional instructions; require additional Work or direct deletion of Work. The Contractor shall not proceed with any Change involving an increase or decrease in the Contract Price or the Contract Time without prior written authorization from the District via an add service letter or Notice to Proceed increasing the contract value. The foregoing notwithstanding, the Contractor shall promptly commence and diligently complete any Work subject to the District's written authorization issued pursuant to the preceding sentence.

Article 34. Oral Order of Change in the Work If the Contractor should claim that any oral order, instruction, interpretation, determination, request, the Drawings, the Specifications, action, condition, omission, default, or other situation (collectively "Instructions") causes any change to the scope of the Work, or otherwise obligates the District to increase the Contract Price or to extend the Contract Time, the Contractor shall notify the Construction Manager and the Architect, in writing, of such claim within five (5) days from the date of its actual or constructive notice of the factual basis supporting the same. The District shall consider any such claim of the Contractor only if sufficient supporting documentation is submitted with the Contractor's notice to the Construction Manager and the Architect. The District, upon receipt from the Contractor, shall issue an NTP upon the Districts Approval. .

Article 35. General Safety The Contractor shall be solely responsible for initiating, maintaining, and supervising all safety programs required by applicable law, ordinance, regulation or governmental orders in connection with the performance of the Contract, or otherwise required by the type or nature of the Work. The Contractor's safety program shall include all actions and programs necessary for compliance with California or federal statutorily mandated workplace safety programs, including without limitation, compliance with the California Drug Free Workplace Act of 1990 (California Government Code §8350, et seq.). Without limiting or relieving the Contractor of its obligations hereunder, the Contractor shall require that its Subcontractors similarly initiate and maintain all appropriate or required safety programs.

The Contractor's New Employee Orientation shall include information about employee responsibility for reporting all injuries, illnesses, property damage and near miss incidents. Contractor shall promptly report all such occurrences to the District and unless directed otherwise, take the lead in the investigation, documentation and initiation of corrective action. Contractor shall keep records of all incident/accident investigations in a format acceptable to the District and shall provide the District with a copy within 24 hours of the occurrence.

Contractor shall develop a written notification and investigation procedure acceptable to the District. The contractor's Safety Representative shall oversee the investigation of all incident and accident cases and reports. Information derived from such reports shall be issued as "lessons learned" to all employees on the Project.

Article 36. Prohibition of Harassment The District is committed to providing a campus and workplace free of sexual harassment and harassment. It is the policy of the District that in connection with all Work performed under the Contract Documents, there will be no discrimination against any prospective or active employee engaged in the Work because of race, color, religion, national origin, ancestry, age, medical condition, marital status, sexual orientation, disability or veteran status. Harassment includes without limitation, verbal, physical or visual conduct which creates an intimidating, offensive or hostile environment such as racial slurs; ethnic jokes; posting of offensive statements, posters or cartoons or similar conduct. Sexual harassment includes without limitation the solicitation of sexual favors, unwelcome sexual advances, or other verbal, visual or physical conduct of a sexual nature.

Contractor shall adopt and implement all appropriate and necessary policies prohibiting any form of discrimination in the workplace, including without limitation harassment on the basis of any classification protected under local, state or federal law, regulation or policy. The Contractor agrees to comply with applicable federal and California laws, including, but not limited to, the California Fair Employment Practice Act, beginning with California Labor Code §1410, and California Labor Code §1735. Contractor shall take all reasonable steps to prevent harassment from occurring, including without limitation affirmatively raising the subject of harassment among its employees, expressing strong disapproval of any form of harassment, developing appropriate sanctions, informing employees of their right to raise and how to raise the issue of harassment and informing complainants of the outcome of an investigation into a harassment claim. Contractor shall require that any Subcontractor or Sub-subcontractor performing any portion of the Work adopt and implement policies in conformity with this Article 36.

Every person required to register under Section 290 of the California Penal Code who is enrolled at or employed by/at the San Diego Community College District must register with the College Police Department, in addition to registering with the police or sheriff's department having jurisdiction over his or her residence. Penal Code section 290.1. To schedule an appointment to register, phone the San Diego Community College District Police Department at (619) 388-6411 between 8:00 am and 4:30 pm.

Contractor shall not permit any person, whether employed by Contractor, a Subcontractor, Sub-subcontractor, or any other person or entity, performing any portion of the Work at or about the Site to engage in any prohibited form of harassment. Any such person engaging in a prohibited form of harassment directed to any individual performing or providing any portion of the Work at or about the Site shall be subject to appropriate sanctions in accordance with the anti-harassment policy adopted and implemented pursuant to Article 18.1.2 above. Any such person engaging in a prohibited form of harassment directed to any student, faculty member or staff of the District, or directed to any other person on or about the Site shall be subject to immediate removal and shall be prohibited thereafter from providing or performing any portion of the Work. Upon the District's receipt of any notice or complaint that any person employed directly or indirectly by Contractor in performing or providing the Work has engaged in a prohibited form of harassment, the District shall promptly undertake an investigation of such notice or complaint. In the event that the District, after such investigation, reasonably determines that a prohibited form of harassment has occurred, the District shall promptly notify the Contractor of the same and direct that the person engaging in such conduct be immediately removed from the Site. Unless the District's determination that a prohibited form of harassment has occurred is grossly negligent or without reasonable cause, District shall have no liability for directing the removal of any person determined to have engaged in a prohibited form of harassment nor shall the Contract Price or the Contract Time be adjusted on account thereof.

Contractor shall defend, indemnify and hold harmless the District and its employees, officers, Board of Trustees, agents, and representatives from any and all claims, liabilities, judgments, awards, actions or causes of actions, including without limitation, attorneys' fees, which arise out of, or pertain in any manner to: (i) the assertion by any person dismissed from performing or providing work at the direction of the District pursuant to Article 18.1.3 above; or (ii) the assertion by any person that any person directly or indirectly under the employment or direction of the Contractor has engaged in a prohibited form of harassment directed to or affecting such person. The obligations of the Contractor and the Surety under the preceding sentence shall be in addition to, and not in lieu of, any other obligation of defense, indemnity and hold harmless whether arising under the Contract Documents, at law or otherwise; these obligations shall survive the completion of the Work or the termination of the Contract.

Article 37. Wage Rates, Employment of Labor Pursuant to the provisions of article 2 (commencing at section 1770), chapter 1, part 7, division 2 of the Labor Code of California, the Director of Industrial Relations has ascertained the general prevailing rate of per diem wages in the locality in which this public work is to be performed for each craft, classification, or type of worker needed to execute the contract. Copies of said determination are on file at the District's principal office and are available to any interested party upon request.

Each contractor awarded a contract must have an agent of the firm appear at the Labor Compliance Office to sign documents required by the California Labor Code and to receive proper state forms for the reporting of certified payroll. Except as may be otherwise required by law, all claims and disputes pertaining to the classification of labor employed on the Project under the Contract Documents shall be decided by the Director of the California Department of Industrial Relations.

Nothing contained herein shall be deemed to supersede any applicable laws, orders or regulations issued by competent authority governing wages, hours of work of the employment of labor, nor to condone any violation of such laws, orders or regulations.

The Contractor shall post at appropriate conspicuous weatherproof points on the site of the Project a schedule showing the Prevailing Wage Determinations published by the Director of the California Department of Industrial Relations, which are applicable to the Project.

Pursuant to the provisions of Division 2, Part 7, Chapter 1, Article 2 of the California Labor Code at §§1770, et seq., the District has obtained from the Director of the California Department of Industrial Relations the general prevailing rate of per diem wages and the prevailing rate for straight time, holiday time and overtime work in the locality in which the Work is to be performed for each craft, classification or type of worker needed to execute the contract. Contact the District's Labor Compliance agent for current prevailing wage rates. Per Diem wages shall be deemed to include employer payments for health and welfare, pensions, vacation, travel time and subsistence pay as provided in California Labor Code §1773.1 and as shown in the Director's determinations. For apprenticeship or other training programs authorized by California Labor Code §3093, and similar purposes, when the term "per diem wages" is used herein it shall have the meaning as defined in the Prevailing Wage Determinations as Published by the Director of the California Department of Industrial Relations and California Labor Code. Holiday and overtime work, when permitted by law, shall be paid for at the rate identified in the Prevailing Wage Determinations Issued by the Director of the California Department of Industrial Relations or at least one and one-half (1½) times the specified basic rate of per diem wages, plus employer payments, unless otherwise specified in the contract documents or authorized by the California Code of Regulations §16200 (a) (3) (F). Any worker employed to perform work on the Project, which work is not covered by any classification listed in the published general prevailing wage rate determinations of per diem wages determined by the Director of the California Department of Industrial Relations, shall be paid not less than the minimum rate of wages specified therein for the classification which most nearly corresponds to the work to be performed, and such minimum wage rate shall be retroactive to time of initial employment of such person in such classification. Each worker needed to execute the Work on the Project shall be paid travel and subsistence payments, as such travel and subsistence payments are defined in the prevailing wage determinations published by the Director of the California Department of Industrial Relations.

There shall be paid to each worker of the Contractor, or any Subcontractor, of any tier, engaged in the Work, not less than the general prevailing wage rate, regardless of any contractual relationship which may be alleged to exist between the Contractor or any Subcontractor, of any tier, and such worker. The Contractor and Subcontractors will be required to pay all workers on a weekly basis and to submit the certified payrolls to the Labor Compliance Office weekly.

The Contractor shall forfeit Fifty Dollars (\$50.00) to the District for each calendar day or portion thereof, for each worker paid less than the prevailing rates as determined by the Director of the California Department of Industrial Relations for such work or craft in which such worker is employed by the contractor or by any subcontractor, of any tier, in connection with the Work. Pursuant to California Labor Code §1775, the difference between such prevailing wage rates and the amount paid to each worker for each calendar day, or portion thereof, for which each worker was paid less than the prevailing wage rate, shall be paid to each worker in the addition to the penalties. The amount of forfeiture shall be determined by the Labor Commissioner and shall be based on consideration of the Contractor's mistake, inadvertence, or neglect in failing to pay the correct rate of prevailing wages. The Contractor's previous record in meeting his prevailing wage obligations or the Contractor's willful failure to pay the correct rates of prevailing wages may influence the amount of penalty.

California Labor Code §1742.1 makes the Contractor, any Subcontractor and the payment bond insurer jointly and severally liable for Liquidated Damages equal to the total underpayment of wages remaining uncorrected for sixty (60) days after receipt of the first notice of the underpayment. The underpaid employee will receive both the Liquidated Damages and the underpayment amount. The District may also request imposition of penalties equal to Fifty Dollars (\$50.00) per day per worker in addition to the Liquidated Damages and underpayment.

Article 38. Payroll Records Pursuant to California Labor Code §1776, the Contractor and every Subcontractor, of any tier, shall keep accurate payroll records, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker or other employee employed by them in connection with the Work. The payroll records shall be certified and submitted weekly to the District and shall be available for inspection at all reasonable hours at the principal office of the Contractor on the following basis: (i) a certified copy of an employee's payroll record shall be made available for inspection or furnished to such employee or his/her authorized representative on request; (ii) a certified copy of all payroll records shall be made available for inspection or furnished upon request to the District, the Division of Labor Standards Enforcement and the Division of Apprenticeship Standards of the Department of Industrial Relations; (iii) a certified copy of payroll records shall be made available upon request to the public for inspection or copies thereof made; provided, however, that a request by the public shall be made through either the District, the Division of Apprenticeship Standards, or the Division of Labor Standards Enforcement. The Contractor shall have ten (10) days in which to completely comply, subsequent to receipt of written notice specifying in what respects the Contractor must comply herewith. Should noncompliance be evident after such 10-day period, the Contractor shall, as a penalty to the District, forfeit Twenty-Five Dollars (\$25.00) for each calendar day, or portion thereof, for each worker, until strict compliance is effectuated.

Article 39. Labor Compliance Procedures/Requirements Each contractor and every lower-tier subcontractor and supplier required to submit certified payrolls and labor compliance documentation will submit certified payrolls and the FM International Labor Compliance Program software LCPTracker provided by the District. The software is a web-based system, accessed on the World Wide Web by web browser. Each contractor and subcontractor will be given a Log On identification and password to access the District reporting system. Use of the system may entail an additional data entry of weekly payroll information including; employee identification, labor classification, total hours worked and hours worked on this project, wage and benefits rates paid, etc. The contractor's payroll and accounting software might be capable of generating a 'comma delimited file' that will interface with the FMI software. On-line training is available for all contractors anytime via the WEB. Contractor's representative will be required to attend any scheduled training classes on the use of LCPTracker if scheduled. This requirement will be 'flowed down' to every lower-tier subcontractor and vendor required to provide LCP documentation.

Article 40. Delay of Contract Payments. The district will delay contact payments from the contractor and or any sub- contractor if: (a) prevailing wages have not been paid to all workers employed on the project if they come under prevailing wage laws; (b) contractors have failed to submit certified weekly payroll records on a weekly basis; (c) inadequate or incomplete payroll records are submitted; (d) the contractors fails to comply with the labor code requirements concerning apprentices. The delay of payments will equal the amount of under payment, the penalty of \$50.00 per day per worker under paid, the amount of Liquidated Damages that may become due if the underpayments are not corrected within sixty (60) days and other penalties available to the district. Additionally, the district will notify the bond insurer who is jointly and severally liable for the underpayments and Liquidated Damages.

Withholding of Contract Payments or forfeiture: The district will withhold contact payments, after investigation and / or approval or request of the Division of Labor Standards Enforcement, in amounts equal to identified worker under payments and / or penalties as authorized by the California Labor Code or these contract General Conditions; if: (a) prevailing wages have not been paid to all workers employed on the project; (b) contractors have failed to submit certified weekly payroll records on a weekly basis;(c) inadequate or incomplete payroll records are submitted; (d) the contractors fails to comply with the labor code requirements concerning apprentices.

Article 41. Hours of Work. Pursuant to California Labor Code §1810, eight (8) hours of labor shall constitute a legal day's work. Pursuant to California Labor Code §1811, the time of service of any worker employed at any time by the Contractor or by a Subcontractor, of any tier, upon the Work or upon any part of the Work, is limited and restricted to eight (8) hours during any one calendar day and forty (40) hours during any one calendar week, except as hereafter provided. Notwithstanding the foregoing provisions, Work performed by employees of Contractor or any Subcontractor, of any tier, in excess of eight (8) hours per day and forty (40) hours during any one week, shall be permitted upon compensation for all hours worked in excess of 8 hours per day or 40 hours per week at not less than one and one-half (1½) times the basic rate of pay. The Contractor shall pay to the District a penalty of Twenty-Five Dollars (\$25.00) for each worker employed on the Work by the Contractor or any Subcontractor, of any tier, for each calendar day during which such worker is required or permitted to work more than eight (8) hours in any calendar day and forty (40) hours in any one calendar week, in violation of the provisions of the California Labor Code, unless compensation to the worker so employed by the Contractor is not less than one and one-half (1½) times the basic rate of pay for all hours worked in excess of eight (8) hours per day.

Any work performed by workers necessary to be performed after regular working hours or on Sundays or other holidays shall be performed without adjustment to the Contract Price or any other additional expense to the District.

In the event the Contractor willfully fails to comply with the provisions of this Article or California Labor Code §1777.5, and pursuant to California Labor Code §1777.7, the Contractor shall: (i) be denied the right to bid on any public works contract for a period of one (1) year from the date the determination of non-compliance is made by the Administrator of Apprenticeship; and (ii) forfeit, as a civil penalty, One Hundred Dollars (\$100.00) and up to Three Hundred Dollars (\$300.00) for each calendar day of noncompliance. The District shall withhold such amount from the Contract Price then due or to become due upon request of the Division of Apprenticeship Standards.

Article 42. Employment of Independent Contractors Pursuant to California Labor Code §1021.5, Contractor shall not willingly and knowingly enter into any agreement with any person, as an independent contractor, to provide any services in connection with the Work where the services provided or to be provided requires that such person hold a valid contractors license issued pursuant to California Business and Professions Code §§7000, et seq. and such person does not meet the burden of proof of his/her independent contractor status pursuant to California Labor Code §2750.5. In the event that Contractor shall employ any person in violation of the foregoing, Contractor shall be subject to the civil penalties under California Labor Code §1021.5 and any other penalty provided by law. In addition to the penalties provided under California Labor Code §1021.5, Contractor's violation of this Article 42 or the provisions of California Labor Code §1021.5 shall be deemed an event of Contractor's default. The Contractor shall require any Subcontractor or Sub-Subcontractor performing or providing any portion of the Work to adhere to and comply with the provisions of this Article 42.

Article 43. Non-Waiver. The failure of District or Contractor to seek redress for violation of, or to insist upon, the strict performance of any term or condition of this Agreement, shall not be deemed a waiver by that party of such term or condition, or prevent a subsequent similar act from again constituting a violation of such term or condition.

Article 44. Severability. If any term, condition or provision of this Agreement is held by a court of competent jurisdiction to be unenforceable, invalid, or void, the remaining provisions will nevertheless continue in full force and effect and shall not be affected, impaired or invalidated in any way.

Article 45. Entire Agreement/Amendment. This Agreement and any exhibits attached hereto constitute the entire agreement between the parties and supersede any prior or contemporaneous understanding or agreement with respect to the services contemplated, and may be amended only by a written amendment executed by both parties to the Agreement.

Article 46. Governing Law/Venue. The terms and conditions of this Agreement shall be governed by the laws of the State of California. Any action or proceeding brought by any party against any other party arising out of or related to this Agreement shall be brought exclusively in San Diego County.

Article 47. Alterations or Variance. No alterations to this Agreement or variance from the provisions hereof shall be valid unless made in writing and executed by both of the parties hereto.

Article 48. Warranty of Authority. Each of the parties signing this Agreement warrants to the other that he or she has the full authority of the entity on behalf of which his or her signature is made.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date hereinabove first written.

DISTRICT

CONTRACTOR

David Umstot, P.E.

_____ (Name)

Vice Chancellor, Facilities Management

_____ (Title)

_____ Date

_____ Date

Exhibit "A"

Scope of Services

Contractor shall perform the Relocation Services

Provide the following services:

Provide the following services:

1. Removal of construction waste/debris
 2. Recycling of construction materials
 3. Reporting
- 2.1 Project Planning
 1. Attend pre-construction meeting to plan and schedule waste/recycling needs
 2. Establish point of contact with project team.
 - a. General Waste/Recycling Management
 - A. Develop and manage truck routes, container deliveries, scheduling.
 - B. Ensure protection of all existing construction, equipment, vehicles and safety of all people on site.
 - C. All waste shall be transported in accordance with all local, state and federal laws, rules and regulations by licensed haulers.
 - D. Ensure proper disposal of all waste in state permitted or certified facilities/landfills. Ensure proper recycling of all recycled material in state permitted or certified facilities, providing a summary report of which materials were recycled, how the materials were recycled and where they were recycled. (See reporting in Section C below).
 - E. Scheduling drop-off and pick-up of containers shall be on an as-needed basis under the direction of the construction manager designated by the District. Drop-off and pick-up shall be made within 24 hours of request.
 - F. Proposers shall furnish and maintain all containers as listed in pricing section of this proposal request. Containers shall be maintained and comply with Storm Water Pollution Prevention Plan (SWPPP) requirements.
 - b. Reporting
 - a. Provide all required reporting as requested by the District and required to comply with USGBC LEED certification and State waste/recycling reporting requirements. Contractor shall submit monthly reports on the 15th of each month to the designated construction manager on site. Three (3) hard copies with attached original weight slips to be included. See attached sample report for items to be included in report.
 - b. Monthly report – due 15th day of each month.
 - c. Project close-out report – due at end of each construction project
 - d. Annual report – due February 1 in the following year
 - e. Provide report showing which materials were recycled, how the materials were recycled and where they were recycled (name the facility/location).

- c. EXEMPTIONS
 - A. District is exempt from all transportation taxes; appropriate exemption number will be supplied to the successful bidder
 - B. Bidder is not responsible for debris from project demolition or hazardous material removal