

OHLONE COMMUNITY COLLEGE DISTRICT

MEMORANDUM

TO: Board of Trustees

FROM: Doug Treadway

DATE: February 23, 2005

SUBJECT Ohlone College Newark Center for Health Sciences and Technology
Contract Amendment for Alliance Roofing Services Related to Mitigation
of Burrowing Owls

On February 4, 2005, the District contracted with Alliance Roofing to provide labor to assist with the burrowing owl mitigation activities at Ohlone College Newark Center for Health Sciences and Technology site.

The burrowing owl mitigation process requires that manual labor, which includes pick and shovel work, to "dig out" existing ground squirrel holes as part of the process to passively relocate burrowing owls. By "digging out" the existing squirrel holes, the potential habitats for the burrowing owls are destroyed. Manual labor insures that there is no danger of accidentally harming burrowing owls that might remain in the, often deep, squirrel holes. The laborers work under the direction of the biologists provided by LSA Associates and Turner Construction, our Construction Manager.

It was estimated that the digging process would be a relatively straightforward effort and time was of the essence due to the apparent timing requirements of the passive relocation therefore, a Not to Exceed contract for \$5,000 was issued to Alliance Roofing under the authority of the Director of Facilities. Alliance Roofing was selected because they had a sufficient supply of labor appropriate for this work.

Once the process began, it was determined that it was much more extensive than expected. Therefore staff requests a modification of the initial contract to Alliance roofing with an fee increase to bring the total contract amount to a Not to Exceed total of \$39,716.34.

This contract covers the costs through this Friday, 2/15/05. If further digging is required, an additional contract amendment will be needed.

RECOMMENDATION:

The President/Superintendent recommends that the Board of Trustees approve a contract with Alliance Roofing for an amount not to exceed \$39,716.34.

STANDARD AGREEMENT

APPROVED BY THE OHLONE COMMUNITY COLLEGE DISTRICT BOARD

THIS AGREEMENT, made and entered into this 23rd day of February, 2005 in the State of California, by and between Ohlone Community College District, through its duly elected and appointed, qualified and acting board.

TITLE OF OFFICER ACTING FOR DISTRICT Director of Purchasing, Contract Administration and Auxiliary Services	DISTRICT <i>hereafter called the District, and</i> Ohlone Community College District	
CONTRACTOR <i>hereafter called the Contractor,</i> Alliance Roofing Co., Inc.	CONTRACT NUMBER 020305	CONTRACTOR'S LICENSE _____

WITNESSETH: That the Contractor for and in consideration of the covenants, conditions, agreements, and stipulations of the District hereinafter expressed, does hereby agrees to furnish to the District services and materials, as follows:

Contractor to provide all labor, supplies, equipment, and transportation necessary for the **Burrowing Owl Mitigation** described herein for the campus of Ohlone College, premises at 43600 Mission Blvd., Fremont, California in accordance with the Exhibit A-Service Provisions and General Conditions and Exhibit B-Alliance Roofing co., Inc. Proposal documents, dated February 22, 2004.

The total dollar amount of this agreement includes work contracted for and/or completed as detailed in Ohlone Community College District Purchase Order Number B0002190, dated 2/4/05.

The total amount of this Agreement shall not exceed **Thirty Nine Thousand, Seven Hundred Sixteen and 34/100 dollars (\$39,716.34), which** includes all applicable taxes. Payment shall be made after receipt of invoice in duplicate and upon approval by Simon Barros, Director of Facilities, Ohlone College, 43600 Mission Blvd., Fremont, CA. 94539.

IN WITNESS WHEREOF, this agreement has been executed by the parties hereto, upon the date first above written.

OHLONE COMMUNITY COLLEGE DISTRICT	CONTRACTOR Alliance Roofing co., Inc.
BY <i>Authorized Signature:</i>	BY <i>Authorized Signature:</i>
X	X
<i>Printed name and title of person signing:</i> Marian Castaneda Director of Purchasing, Contract Administration and Auxiliary Services	<i>Printed name and title of person signing:</i>
	<i>Address</i>

SERVICE PROVISIONS

1. The Contractor agrees to indemnify, defend and save harmless Ohlone Community College District, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, material men, laborers and any other person, firm or corporation furnishing or supplying work, services, materials or supplies in connection with the performance of this contract and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by the Contractor in the performance of this contract.
2. The Contractor, and the agents and employees of Contractor, in the performance of this agreement, shall act in an independent capacity and not as officers or employees or agents of Ohlone Community College District.
3. The District may terminate this agreement and be relieved of any consideration to Contractor should Contractor fail to perform the covenants herein contained at the time and in the manner herein provided. In the event of such termination the District may proceed with the work in any manner deemed proper by the District. The cost to the District shall be deducted from any sum due to Contractor under this agreement, and the balance, if any, shall be paid the Contractor upon demand. On the Contract being so terminated, the Contractor shall, provided he is ordered to do so by the Board, immediately remove from the premises all or any materials and personal property belonging to him which have not been used in the construction of the work, or which is not in place in the work, and both he and his surety shall be liable upon his bond for all damages caused the District by reason of his failure to complete the Contract.
4. Without the written consent of the District, this agreement is not assignable by Contractor either in whole or in part.
5. Time is of the essence in this agreement.
6. No alteration or variation of the terms of this contract shall be valid unless made in writing and signed by the parties hereto, and no oral understanding or agreement not incorporated herein, shall be binding on any of the parties hereto.
7. The consideration to be paid Contractor, as provided herein shall be in compensation for all of Contractor's expenses incurred in the performance hereof, including travel and per diem, unless otherwise expressly so provided.
8. Contractor, by signing the contract, does swear under penalty of perjury that no more than one final unappealable finding of contempt of court by a Federal Court has been issued against the Contractor within the immediately preceding two-year period because of the Contractor's failure to comply with an order of a Federal Court which orders the Contractor to comply with an order of the National Labor Relations Board (Public Contract Code, Section 10296).
9. The contracting parties in any contract involving an expenditure of District funds in excess of \$10,000 shall be subject to the examination and audit of the Auditor General for a period of three years after final payment under the contract (Government Code Section 10532).
10. The Contractor's signature affixed hereon and dated shall constitute a certification under the penalty of perjury under the laws of the State of California that the Contractor has, unless exempted, complied with the nondiscrimination program requirements of Government Code Section 12990 and Title 2, California Administrative Code, Section 8103.

GENERAL CONDITIONS

The work specified herein is to be executed according to the following General Conditions, which will be rigidly enforced by the District and/or Architect.

1. **DEFINITIONS AND QUALIFICATIONS: DISTRICT:** The term "District" or pronouns in place of the same, where used herein, shall mean the OHLONE COMMUNITY COLLEGE DISTRICT of ALAMEDA COUNTY, California.
 - a. **BOARD:** The term "Board" or pronouns in place of the same, where used herein, shall mean the OHLONE COMMUNITY COLLEGE DISTRICT of ALAMEDA COUNTY, State of California, acting by and through the Board of Trustees of the OHLONE COMMUNITY COLLEGE DISTRICT of ALAMEDA COUNTY.
 - b. **CONTRACTOR:** The term, "Contractor," where used herein, shall mean the contractor to whom the contract for the work described and specified herein has been awarded by the Board.
 - c. **SUBCONTRACTOR:** The term "Subcontractor," where used herein, shall mean the person, firm or corporation supplying labor and material or labor for work at the site of the project.
 - d. **ARCHITECT/ENGINEER:** The term "Architect/Engineer" where used herein, shall mean the person, firm or corporation employed by the Board of Trustees of the OHLONE COMMUNITY COLLEGE DISTRICT to design the project.
 - e. **PLANS AND SPECIFICATIONS:** The term "plans and specifications," where used herein, shall mean and include all specifications and provisions of every kind, whether general, detailed, or otherwise relating to the equipment, material, or work and the installation thereof, and the plans and drawings accompanying same which are made a part hereof.
 - f. **INSPECTOR:** The term "Inspector," where used herein, shall mean the Building Inspector employed by the Board of Trustees of the OHLONE COMMUNITY COLLEGE DISTRICT of ALAMEDA COUNTY, State of California, and approved by the Architect/Engineer and Department of State Architects of the State of California.
2. **ASSIGNMENT OF PURCHASE:** The contractor shall not assign or transfer by operation of law or otherwise any or all of its rights, burdens, duties or obligations without the prior written consent of the Board of Trustees of the Ohlone Community College District.
3. **TAXES:** The District will pay only the State Sales and Use Tax and/or the Alameda County Uniform Local Sales and Use Tax applicable. The Federal Excise Tax is not applicable as School Districts are exempt therefrom. The District, upon request, shall furnish the contractor such Federal Tax exemption certificates as may be required. Any new or additional tax not in effect at the time of purchase but in effect prior to delivery of merchandise shall be paid to the District.
4. **QUANTITY AND QUALITY OF MATERIALS OR SERVICES:** All materials, supplies or services furnished under the purchase shall be in accordance with District specifications. Materials or supplies which, are not in accordance and conformity with such specifications, shall be rejected and promptly removed from the District premises at the contractor's expense. When a sample is taken from a shipment and sent to a laboratory for test and the test shows the sample does not comply with the specification, the cost of such test shall be paid by the contractor.
5. **DELIVERY:** Time and manner of delivery are essential factors in proper performance under the purchase. Unless otherwise specified, and when applicable, the contractor shall be responsible for delivery and shall pay all costs, including prepaid freight charge and allow for packing for delivery F.O.B. locations in the Ohlone Community College District as specified.
6. **DEFAULT BY CONTRACTOR:** The District shall hold the Contractor liable and responsible for all damages which may be sustained because of failure or neglect of the contractor to comply with any term of condition herein, it being specifically provided that time shall be the essence of the purchase delivery requirements. If the contractor fails or neglects to furnish or deliver any of the materials, supplies or services at the prices named and at the times and places herein stated or otherwise fails or neglects to comply with the terms of the purchase, the District may cancel the purchase in its entirety, or cancel or rescind any or all items affected by such default; and may, whether or not the purchase is cancelled in whole or in part, purchase the materials, supplies or services elsewhere without notice to the supplier.
7. **FORCE MAJEURE CLAUSE:** The parties to the purchase shall be excused from performance there-under during the time and to the extent that they are prevented from obtaining, delivering or performing by act of God, fire, strike, loss or shortage of transportation facilities, lockout, or commandeering of materials, products, plants or facilities by the government, when satisfactory evidence thereof is presented to the District, provided that it is satisfactorily established that the non-performance is not due to the fault or neglect of the party not performing.
8. **HOLD HARMLESS CLAUSE:** The contractor shall hold harmless and indemnify the District and the Ohlone Community College District Board of Trustees, its officers and employees, from every claim or demand which may be made by reason of: (a) any injury to person or property sustained by the contractor or by any person, firm or corporation, employed directly or indirectly by him upon or in connection with his performance under the purchase, however, caused; (b) Any injury to person or property sustained by any person, firm or corporation, caused by any act, neglect, default or omission of the Contractor or of any person, firm or corporation, directly or indirectly employed by him upon or in connection with his performance under the purchase and (c) Any liability that may arise from the furnishing or use of any copyrighted or uncopyrighted composition, secret process or patented or unpatented invention, under the purchase. The contractor at his own expense and risk shall defend any

legal proceeding that may be brought against the District or the Board, its officers and employees, on any such claim or demand and satisfy any judgment that may be rendered against any of them.

9. INSURANCE: The contractor shall maintain insurance adequate to protect him from claims under Workman’s Compensation Acts, and from claims for damages for personal injury, including death, and damage to property, which may arise from operations under the purchase. The contractor may be required to file with the District certificates of such insurance. Failure to furnish such evidence, if required, may be considered default of the contractor. In case any work is sublet, the contractor shall require the subcontractor similarly to provide Workman’s Compensation Insurance for all of the latter’s employees unless such employees are covered by the protection afforded by the contractor. In case any class of employee engaged in hazardous work under this contract at the site of the project is not protected under the Workman’s Compensation Statute, the contractor shall provide and shall cause each subcontractor to provide adequate insurance for the protection of his employee not otherwise protected.
 - a. The Contractor shall not commence work under this contract until it has obtained all the insurance required under this paragraph and satisfactory proof of such insurance has been submitted to the district and said insurance has been approved by the District.
 - b. Except for Workers’ Compensation insurance, the District shall be named as additional insured and be furnished a 30 day written notice prior to cancellation or any reduction in coverage. The Contractor shall provide the District with an additional insured endorsement naming the District, it’s officers, agents, employees as an additional insured and shall require all subcontractor(s), if any, whether primary or secondary, to take out and maintain Commercial General Liability Insurance, which protects against bodily injury and property damage including:
 - i. Public Liability Insurance for injuries including accidental death to any one person in an amount not less than \$1,000,000.00 per occurrence;
 - ii. Subject to the same limit for each person on account of one accident, in an amount not less than \$1,000,000.00 per occurrence;
 - iii. Property Damage Insurance in an amount not less than \$1,000,000.00;
 - iv. Workers’ compensation Insurance in an amount adequate to cover all employees;
 Minimum Combined Single Limits:

Insured – Statutory, and Self-Insured	\$5,000,000
Employer’s Liability	\$1,000,000
 - v. Commercial General Liability with combined single limits of \$2,000,000 per occurrence to include the following:
 - Premises & Operations
 - Contractual Liability
 - Independent Contractors
 - Products completed Operations
 - Property Insurance (Cause of Construction)
 - Broad Form Property Damage
 - Explosion Hazard
 - Collapse Hazard
 - Underground Hazard
 - vi. Builder’s Risk Insurance. Not Applicable.
 - vii. Insurance Covering Special Hazards: Where specified 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.
 - viii. Automobile Liability Insurance: for all owned, non-owned and hired vehicles with minimum limits of Bodily Injury of accident and property damage with minimum limits of not less than \$100,000.
10. PERMITS AND LICENSES: The contractor and all of his employees or agents shall secure and maintain in force such licenses and permits as are required by law, in connection with furnishing of materials, articles or services herein listed. All operations and materials shall be in accordance with law. The contractor is required to have, and maintain throughout the contract, the following State of California Contractor License: **n/a**
11. TOLL CHARGES: If it is necessary that the district place charge telephone calls in connection with the purchase (for complaints, adjustments, shortages, failure to deliver, etc.) the contractor shall accept charges for these calls on a reverse charge basis.

12. **CONTRACTOR NOT OFFICER, EMPLOYEE OR AGENT OF DISTRICT:** While engaged in carrying out the terms and conditions of this contract, the CONTRACTOR is an independent contractor and not any officer, employee or agent of the District.

13. **TERMINATION OF THE CONTRACT:**

For Cause: Each of these General Conditions, whether preceding or following this paragraph, are to be considered material and failure to comply with any of such conditions by the Contractor will be deemed a breach of the contract. Should the Contractor fail to perform any of these provisions of the Contract, the Board shall have the right, whether or not an alternative right is provided, to declare the Contract terminated. A written notice by the Board to the Contractor that the Contract is terminated shall be deemed a complete termination of the same.

On the Contract being so terminated, the Contractor shall, provided he is ordered to do so by the Board, immediately remove from the premises all or any materials and personal property belonging to him which have not been used in the construction of the work, or which is not in place in the work, and both he and his surety shall be liable upon his bond for all damages caused the District by reason of his failure to complete the Contract.

For Convenience: The District may, whenever its interest require, terminate this Contract for the convenience of the District, upon notice to Contractor indicating the date upon which such termination is effective. Upon receipt of such notice, Contractor shall cease Work as directed and incur no further obligations with regard to the terminated Work.

14. **REFUSAL OR NEGLECT TO CONTINUE WORK:** Should the Contractor at any time during the progress of the work refuse, neglect, or be unable for any reason, except acts of God, to supply a sufficiency of materials or workmen necessary to complete the work within the time specified in the contract, subject to the provisions of Paragraph #66 hereof, the Board shall have the power to terminate the contract as prescribed in Paragraph #5 hereof.

15. **INSURANCE OF SUFFICIENCY OF PROPER LABOR AND MATERIAL:** Should the Contractor abandon the work called for under these specifications, or assign his contract, or if at any time the District shall be of the opinion, and so certify in writing to the Board, that the said contractor is unnecessarily and unreasonably delaying in the work, or that the contractor is willfully violating any of the conditions or provisions of these plan(s) and specifications, or is performing this work in bad faith, the Board shall have the power to notify the contractor to discontinue all work, or any part thereof, under his contract; and thereupon the contractor shall cease to continue said work or such part thereof as the Board may designate, and the Board shall thereupon have the power to place such and so many persons, and to obtain by contract, purchase, or hire such animals, carts, wagons, implements, tools, material or materials, by contract or otherwise, as said Board may deem advisable to work at and be used to complete the work herein described, or such part thereof as the District shall certify has not been completed, and to use such material as it may find upon the lien of said work and to charge the expense of such labor and material, animals, carts, wagons, implements, and tools to the contractor, and the expense so charged shall be deducted and paid by the Board out of such moneys as may be either due or may at any time thereafter become due to the contractor under and by virtue of these plan(s) and specifications or any part thereof.

In case such expense is less than the sum which would have been payable under these plan(s) and specifications, if the same had been completed by the contractor, the contractor shall be entitled to receive the difference, and in case such expense shall exceed the last said amount, then the contractor or his bondsmen shall pay the amount of such excess to the District on notice to either from said Board of the excess so due.

16. **SEPARATE CONTRACT:** The Board reserves the right to let other contracts in connection with this work. The general contractor shall afford all such other contractors reasonable opportunity for storage of their materials, shall provide that the execution of his work properly connects and coordinates with theirs, and shall cooperate with them to the end of facilitating the work.

17. **CONFERENCES:** At any time during the progress of the work, the Board shall have authority to require the contractor to attend a conference of any or all of the contractors engaged on the work, and any notice of such conference shall be duly observed and complied with by the contractor.

18. **TERMS OF PAYMENT:**

a. **Payment for Labor and Materials Incorporated in Project:** At the end of the project, the contractor shall submit to the Director of Facilities a statement, approved and signed by the project inspector, if applicable, of all materials actually placed in this project, the labor expended thereon, and the cost thereof, less the amount, if any, already paid for said materials on delivery pursuant to Section (b) of this paragraph; whereupon, after verification by the Director of Facilities, and it is found to be correct, payment for the amount will be issued, but no payment will be issued until defective work and materials have been removed, replaced, and made good. Acceptance of any work shall be upon the written recommendation of the Director of Facilities.

19. **CHANGES IN THE WORK:** The Owner, without invalidating the Contract, may order extra work or make changes by altering, adding to or deducting from the work, the contract price being adjusted accordingly. All such work shall be executed under the conditions of the original contract, except that any claim for extension of the time caused thereby shall be adjusted at the time of ordering such changes.

Changes, omissions, or additions shall be made only through a standard written order of the District and approval by the Department of State Architects if applicable. The expense or responsibility for any change or damage without said order shall rest entirely with the Contractor.

The price which shall be added to or deducted from the contract price on account of making changes, omissions, or additions shall be determined in the following way:

- a. By estimate and acceptance of a lump sum. Such lump sum shall be determined by the cost to Contractor plus overhead and profit not to exceed ten percent (10%) of cost.

The Owner shall certify to the amount, including reasonable allowance for overhead and profit, due to the Contractor. Pending final determination of value, payments on account of change shall be made on the Owner's certificate.

Should conditions encountered below the surface of the ground be at variance with the conditions indicated by the drawings and specifications, the contract price shall be equitably adjusted upon claim by either party, made within a reasonable time after the visions for changes as outlined above.

The District and/or Architect/Engineer shall have authority to make reasonable changes in layout and detail and other minor changes not affecting the cost of the work.

- 20. **ERRORS OR CONFLICTS:** If any errors or conflicts are discovered in the plan(s) or specifications, they shall be interpreted so as to accomplish the real purpose of these things made necessary by such interpretation to the satisfaction of the District without expense to the District.
- 21. **FINAL GUARANTEE:** The Contractor shall be held responsible for and must make good any defects through faulty, improper, or inferior workmanship or materials arising or discovered in any part of his work within one (1) year after the completion of and acceptance of the same. The bond for faithful performance, furnished by the contractor, shall cover such defects and protect the District against them.
- 22. **INTERPRETATION OF THE PLANS AND SPECIFICATIONS:** The Contractor shall comply with the obvious intent and meaning of these plans and specifications, which shall be construed to include all material, measures, and modes of work necessary to complete the work herein specified in a workmanlike manner, in strict accordance with these plans and specifications, and to the satisfaction of the District. Should any question arise as to the intent and interpretation of these plans and specifications or any discrepancies or omission in them, he shall refer the same in writing to the District, whose decision thereon shall be final.
- 23. **DECISIONS:** The District shall in all cases determine whether the amount and quality of the several kinds of work, which are to be paid for under this contract, are in accordance with these plans and specifications. The District shall have power to cause all or any part of the work to be pushed with greater diligence whenever delayed or stopped.
- 24. **INSPECTION OF WORK:** The District shall have the general direction and oversight of the building operations. The Contractor shall provide sufficient safe and proper facilities at all times for the full inspection of the work by the District's representatives, both at the building and at the various shops where it may be going on. The Contractor shall pay for the reasonable inspection expense of the Board, occasioned by the fabrication or manufacture of material in shops or plants that are situated more than twenty miles from the Ohlone Community College District Administrative Offices or the Architect's offices.
- 25. **INSPECTION AND PAYMENTS - NOT ACCEPTANCE:** The fact that the work and materials have been inspected from time to time and payments on account have been made does not relieve the Contractor from the responsibility of replacing and making good any defective work or materials that may be discovered within one (1) year from the date of completion of the work by the Contractor and its acceptance by the Board.
- 26. **RETURN OF DRAWINGS AND SPECIFICATIONS:** All plans and specifications shall be returned to the District's Facility Office or shall be accounted for by the Contractor before the final payment will be issued.
- 27. **COPIES OF DRAWINGS:** The District will furnish one set of the plans and specifications to the Contractor. If additional sets are required, contact the Director of Facilities.
- 28. **SCALED DIMENSIONS:** The general dimensions will be figured on the plan(s) furnished the Contractor. These figured dimensions shall invariably have preference to scaled measurements, but the Contractor shall exercise proper caution and care to verify the figures before laying out the work and shall be held responsible for any omission or errors therein that might have been avoided.
- 29. **SHOP DRAWINGS:** The Contractor shall submit within the time hereinafter specified in the various sections of the specifications six (6) copies of all shop or setting drawing(s) and schedules for the work of the various trades hereinafter specified under such sections, and the District will pass upon them with reasonable promptness. The Contractor shall make any corrections required by the District and file corrected copies as may be needed. The acceptance of the drawings or schedules shall not relieve the Contractor from responsibility for deviation from drawings or specifications, nor shall it relieve him of responsibility for errors of any sort in shop drawings or schedules.
- 30. **LAYING OUT WORK:** All work pertaining to this Contract shall be laid out on the premises by the Contractor, who shall be held responsible for its correctness.

31. STAKES AND BENCHMARKS: All stakes, boundary lines, benchmarks, or survey marks, etc., which have been or may be established in the building, or in any part of the site, shall be carefully preserved and respected by the contractor.
32. UNITY OF PLAN(S) AND SPECIFICATIONS: The plan(s) and specifications are one document and any work shown or mentioned in the one and not in the other, or vice versa, shall be furnished or performed as though it were mentioned or shown in both. The contractor admits and agrees that the plan(s) and specifications exhibit the intent and purpose of the Board in regard to the work, and that they are not complete in every detail and are to be considered as showing the purpose and intent only, and he further agrees to furnish all labor or material for any detail that is necessary to carry out the intent and purpose of the plan(s) and specifications without extra charge.

The misplacement, addition, or omission, of any work, letter, or punctuation mark will in no way change the intent or meaning of the plan(s) and specifications. Any part of the work, or any article pertaining thereto which is not specifically set forth in these specifications, or shown on the several drawings, but which is necessary for the proper completion of the work, is to be supplied and set in place at the contractor's expense, the same as if it had been shown on drawings, or mentioned in these specifications. The contractor shall do and furnish all things necessary to make a complete and workmanlike job in accordance with the intent and purpose of the plan(s) and these specifications.

33. INSPECTION OF MATERIALS BY THE CONTRACTOR: The contractor shall make a close inspection of all materials as delivered and shall promptly return all defective materials without waiting for their rejection by the District.
34. COORDINATION WITH AND INSPECTION OF THE WORK OF OTHER CONTRACTORS: It shall be the duty of the contractor, before beginning any of his work, to examine all construction and work of other contractors that may affect his work, and to satisfy himself that everything is in proper condition to receive his work, and he shall notify the District in writing of any exception that he may take to the construction of the other contractors. Failure on his part so to do shall constitute acceptance of the construction as suitable in all ways to receive his work, except as to the defects that may develop in the other contractors' work after the execution of his own work.
35. DEVIATION FROM PLAN(S) AND SPECIFICATIONS: No deviation shall be made from the plan(s) or the specifications. If the Contractor shall vary from the plan(s) or the specifications in the form or quality of the work or the amount or value of the materials herein provided for, the Board shall have the right to order such improper work or materials removed, remade, or replaced. In the event that the work is ordered changed, any other work disturbed or damaged by such alteration shall be made good at the Contractor's expense.
36. STANDARDS OF MATERIALS: Whenever the terms "or equal," "or equivalent," are used following a trade name or the mention of any patented product in the foregoing specifications, they shall be deemed to read "or its equal in quality and utility" where only one such trade name or patented product is mentioned; and shall be deemed to read "or their equals in quality and utility" where two or more such trade names or patented products are mentioned. If any trade name or patented product or process is mentioned in these specifications and is not followed by any such term as "or equal," such trade name or patented product or process shall be deemed to be followed by the words "or its equal in quality and utility" or "or their equals in quality and utility" if more than one is mentioned. Trade names, proprietary products, and methods are used merely as standards of quality and utility and to designate the type of materials and processes desired. Materials and processes of equal quality and utility may be furnished or used but must be approved by the District. Wherever the name or brand of manufacturer's article is specified herein, it is used as a measure of quality and utility or a standard.

If, after the contract is executed, the Contractor discovers that the materials specified are no longer available, he shall have 10 days after the date of the discovery for submission of an application in writing to the District together with data substantiating a request for substitution of an "or equal" item. The Contractor shall also submit samples if requested to do so. The District will then determine whether or not the named brand or article is equal in quality and utility to that specified, and his decision shall be final.

37. QUALITY OF MATERIALS AND LABOR: All materials used on this Contract shall be new and the best market quality, unless specified or shown otherwise. All labor used on this Contract shall be competent and skilled for the work. All work executed under this Contract shall be done in the best, most thorough, substantial and workmanlike manner. All material and labor shall be subject to the approval of the District as to its quality and fitness and shall be immediately removed if it does not meet with his approval. The District may refuse to issue any certificate of payment until all defective materials or work have been removed and other material of proper quality substituted therefore.
38. USE OF OLD MATERIAL: Old material removed from buildings in the execution of this contract may be used, provided that it be put in first class condition and appearance and is fully equal to new. But no old material shall be so used until it has been specifically examined and approved in writing by the District.
39. TESTS: Under the separate provision of the specifications, certain basic materials are to be tested to insure that no materials shall be used in the work unless they conform to the detailed requirements of the specifications. These tests will be made by a person or laboratory appointed by the Board, and at the expense of the Board, except as hereinafter specified. The contractor, however, shall furnish all materials for such testing, delivered to the person or agency at his own expense, and of such sizes, quantity and detail as may be required. The Board shall pay for plant inspection of batch and transit mixes and the cost of plant inspection of batch and transit mixes shall be deducted by the School Board from the final contract price. No materials shall be used until they are so tested and the contractor must deliver materials for testing in ample time to insure no delay or the work.

Any distinguishing marks on delivered and tested material must be preserved by the contractor as may be directed by the District.

If the detailed specifications, the instructions of the District, or the laws of this State or ordinances of any public authority require that any work be specially tested or approved in or on the work, the Contractor shall give the District timely notice of its readiness for inspection. If any work should be covered up without approval by the District, it must be uncovered for inspection at the Contractor's expense.

Reexamination of questioned work may be ordered at any time by the District. If such work is then found to be in accordance with the plan(s) and specifications, the Board shall pay the cost of reexamination and replacement of the work, provided that the work was not originally covered before the inspection of the District. If the work is found not in accordance with the plan(s) and specifications, the Contractor shall pay all such costs.

The Contractor shall notify the District a sufficient time in advance of the manufacture or production of materials to be supplied by him under this Contract in order that the District may conform to requirements of the specifications for mill and factory inspection and testing of materials.

Any materials shipped by the Contractor from the factory prior to having satisfactorily passed such testing and inspection by the District representative, or prior to receipt of notice from the District representative that such testing and inspection will not be required, shall not be incorporated on the job. The Contractor shall also furnish to the District in triplicate, certified copies of all required factory and mill test reports.

40. SAMPLES: When so required by the District, the Contractor shall submit for approval samples of the various materials, together with the finish thereon, as specified for and intended to be used in the work. All materials and workmanship shall be equal in every respect to that of the samples so submitted and approved. These samples shall be sent to the office of the District or to the building site, as the District may direct. In all cases, carriage must be prepaid. These samples will be returned to Contractor, if requested, carriage collect.
41. PATENT RIGHTS, COPYRIGHTS, TRADE NAMES AND ROYALTIES: The Contractor shall indemnify and save harmless the District and all persons acting under it for all liability on account of any patent rights, copyrights, or trade names which may affect the articles or materials or their application under the specifications. The Contractor shall pay all royalties or other charges that may arise due to methods, types of construction, processes, materials, or use of equipment, and shall hold the District harmless from any charges whatsoever which may arise, and shall furnish written assurance satisfactory to the Board that such charges have been paid.
42. COMPLIANCE WITH ALL BUILDING LAWS: The Contractor shall conform to and abide by all state building, labor and sanitary laws, rules, and regulations, and particularly by the provisions of Sections 39140 and 39157 inclusive, of the Education Code and regulations based thereon of the Department of State Architects, Department of General Services of the State of California, the California Community College Chancellor's Office, and shall make all reports to said Department of State Architects required by Section 39151 of said Education Code and by said Department of State Architects. Any person who violates any of the provisions of Sections 39140 to 39157 inclusive, of the Education Code or makes any false statement in any verified report or affidavit required hereunder is guilty of a felony. Such laws and regulations shall be considered a part of these specifications, as if set forth herein full, and all work hereunder shall be executed in accordance therewith.
43. TEMPORARY OFFICE: Not applicable
44. SANITARY PROVISIONS: Not applicable
45. THE CONTRACTOR'S RESPONSIBILITY FOR ACCIDENT, DAMAGE, ETC.: The Contractor shall be held responsible for any and all loss, accident, neglect, injury, or damage to person, life or property which may be the result of or may be caused by his building operations or his execution of this contract, and for which the District might be held liable. He shall protect and indemnify the District, the Board, the Architect/Engineer and/or any officer, agent, or employee of the District and save them harmless in every way from all suits or actions at law for damage or injury to persons, life, or property that may arise or be occasioned in any way because of his building operations or his execution of this contract, regardless of responsibility for negligence.
46. PREVENTION OF ACCIDENTS: The Contractor shall furnish and place proper guards for the prevention of accidents. He shall provide and maintain any other necessary construction required to secure safety of life or property. He shall maintain during all night hours sufficient lights to prevent accident or damage to life or property.
47. CARE OF PRESENT BUILDING AND SITE: The Contractor shall be held responsible for the care and preservation of the present buildings, of premises and of adjacent premises and of coterminous property. Any parts of them injured, damaged, or disturbed because of his work shall be repaired, replaced, or cleaned up by him at his expense.
48. STORAGE OF MATERIALS: n/a
49. MAINTENANCE OF EXISTING STRUCTURES AND CONDUITS: The removal and/or replacing of any existing structures, pipes, conduits, pavement, etc., necessary for the proper completion of any work herein specified shall be performed by the contractor, and no claim for extra work shall be made for such removal and replacement.

In case it shall be necessary to remove any telephone, telegraph, or electric power transmission poles, water pipes, electrical conduits or underground structures of any character, or any portion thereof, the District or their agents or superintendents shall be notified by the contractor and the contractor shall make the necessary arrangements for such removal. The right is reserved to the District and to gas, water, telephone, telegraph, and electrical power transmission companies to enter upon the work for the purpose of making repairs and changes that have become necessary by reason of the work specified herein.

The Contractor shall thoroughly investigate all existing poles, wires, pipes, and conduits above and below ground and shall provide for the maintenance or replacing of same in good condition and at no expense to the District. Any necessary new or additional pipe or material shall be furnished by the Contractor at his expense.

At the completion of the work the Contractor shall furnish the District with a written certificate from the owner or District of each and all such conduits, pipes, or structures, to the effect that such replacements and maintenance have been satisfactorily performed.

50. **REMOVAL OF RUBBISH, CLEANING, ETC.:** From time to time, and as directed by the District, the Contractor shall clean the building, windows, premises, streets, and adjacent property of accumulated rubbish, debris, unnecessary appliances, or any other unused rubbish or materials which may constitute an obstruction to the progress or completion of the work, whether the same was caused by his work or the work of other crafts. At the completion of the work, and as one of the requisites thereof, the contractor shall remove any and all tools, appliances, rubbish, packing or debris, etc., of any kind from the building, premises, sidewalks, streets, or adjacent premises; he shall go over all of his work and put the same in perfect order and condition, and in strict accordance with the terms of the contract; and shall repair or replace all damaged, broken, or stained parts of his work, whether so injured by his workmen or by anybody else.

51. **SUBCONTRACTORS:** The Contractor shall be solely responsible for any and all of the work done by his subcontractors or other employees, and all orders or instructions from the Board shall be through him to them.

It shall be the Contractor's duty to see that all of his subcontractors commence their work properly at the proper time, and carry it on with due diligence so that they do not delay or injure either work or materials, and that all damage caused by them or their workmen is properly made good by them or by himself and at his cost.

52. **SUPERINTENDENCE:** The Contractor shall keep on the work during its entire progress, a competent superintendent satisfactory to the Board for the purpose of receiving and executing without delay any orders in keeping with the terms of the Contract issued by the District. This Superintendent shall have charge of plan(s) and specifications kept on the job. He shall be instructed to familiarize himself closely with all the provisions of the plan(s) and specifications and to follow the same accurately.

53. **TOOLS, APPLIANCES, SCAFFOLDING, ETC:** Each Contractor shall furnish at his own cost and expense all tools and appliances, materials, scaffolding, etc., necessary for the entire completion of the work and shall be responsible for their care and guarding of the same.

The Contractor shall erect and maintain, where necessary for the progress and completion of the work, all exterior and interior scaffolding, which scaffolding shall be erected in accordance with the safety rules of the State of California. The Contractor shall allow the unrestricted use of said scaffolding to the other contractors on the job. He shall remove the same only upon orders of the District.

54. **WATER, GAS, AND ELECTRICITY:** Not applicable

55. **ADVERTISING:** No advertising signs of any kind shall be displayed on the building, premises, fences, offices, or elsewhere upon the job.

56. **PROTECTION OF WORK:** The Contractor shall amply protect all work set in the building for any possible damage and shall furnish all necessary building paper, rough boarding, or other materials necessary to accomplish this.

57. **CUTTING AND FITTING:** The Contractor shall do all cutting, fitting, and patching of his work that may be required to make its several parts come together properly and prepare it to join or be joined by the work of other contractors, and he shall make good after them. The Contractor shall not endanger any work by cutting, digging, or otherwise, and shall not cut or alter the work of any other contractor without the written consent of the District.

No beam, timber, or support of any kind shall be cut without the consent of the District, and the approval of the Department of State Architects, and under no circumstances shall any principle brace, timber, truss, support, or other structural member be cut or in any way structurally weakened.

58. **CONNECTING WITH AND MATCHING EXISTING WORK:** Where the construction provided for herein or shown on the plan(s) is to join with or match existing work, it shall be finished exactly to that work so as to form a complete, unified, and finished job.

59. **INCOMPETENT WORKMEN:** If at any time any foreman or workman who shall be employed by the Contractor or any of his subcontractors shall be declared by the District to be incompetent or unfaithful in executing the work, the Contractor, on receiving written notice, shall forthwith dismiss such person and shall not again employ him on any part of the work.

60. **RIGHT TO OCCUPY OR USE:** The District reserves the right to occupy or use any part or parts or the entirety of the building and/or ground when the District deem the same may be safe for use or occupancy. The exercising of this right shall in no way constitute an acceptance of such parts, or any part of the work, nor shall it in any way affect the dates and times when payments shall become due from the District to the contractors, nor shall it in any way prejudice the District's rights in the Contract or any bonds guaranteeing the same; the Contract to be deemed completed only when all the work contracted for shall be duly and properly performed and accepted by the Board.
61. **TIME LIMIT:** Should the Contractor fail to complete his Contract and the work provided for herein within the time fixed for such completion in the Information to Bidders, due allowance being made for unavoidable delays, he shall become liable to the District in the amount of N/A per calendar day for each day said work remains uncompleted beyond the time for completion, as and for liquidated damages and not as a penalty, agreed upon by the parties to the Contract, it being expressly stipulated that it would be impracticable and extremely difficult to fix the exact actual amount of damage. If it appears to any contractor that he will not complete the work provided in his Contract in the time agreed, he shall make written application to the Board at least ten (10) calendar days prior to the expiration of the time for completion, stating the reason why and the amount of extension which he believes should be granted. The Board may then, in its discretion, grant or deny such extension.

Any money due or to become due the contractor may be retained to cover the said liquidated damages, and should such money be sufficient to cover such damages, the Board shall have the right to recover the balance from the contractor or his sureties.

Should the Board for any cause authorize a suspension of work, the time of such suspension will be added to the time allowed for completion. Suspension of work by order of the Board shall not be deemed a waiver of the claim of the Board for damages for noncompletion of the work as above required.

62. **DISTRICT TO DECIDE:** All matters of color, texture, design interpretation of plan(s) and specifications shall be referred by the contractor to the District, whose decision thereon shall be final.
63. **LIMITATION OF HOURS OF WORK:** The time of service of any workman employed upon any of the works herein specified shall be limited and restricted to 8 hours during any one calendar day and 40 hours during any one calendar week, and no workman employed upon said work herein specified shall be required or permitted to labor more than 8 hours during any one calendar day and 40 hours during any one calendar week, except as hereinafter provided.

The contractor shall forfeit, as a penalty to the District, Fifty Dollars (\$50.00) for each workman employed in the execution of this contract by him, or by any subcontractor under him, upon any public work herein specified for each calendar day during which such workman is required or permitted to work more than 8 hours in any one calendar day and 40 hours in any one calendar week, in violation of the provisions of Articles 1 and 3 of Chapter 1 of Part 7 of Division II of the Labor Code of the State of California, and said sums and amounts which shall have been so forfeited pursuant to the herein paragraph and said provisions of said Labor Code shall be withheld and retained from payments due to the contractor under this contract, pursuant to this contract and the said terms of said Code; but no sum shall be so withheld, retained, or forfeited except from the final payment without a full investigation by either the Division of Labor Law Enforcement of the State Dept of Industrial Relations or by said Board.

Notwithstanding the provisions of Sections 1810 to 1815, inclusive, of the Labor Code, and the foregoing provisions of this paragraph, work performed by employees of contractors in excess of 8 hours per day, and 40 hours during any one week, shall be permitted upon public work upon compensation for all hours worked in excess of 8 hours per day at not less than 1-1/2 times basic rate of pay.

64. **PAYMENT OF NOT LESS THAN THE GENERAL PREVAILING RATE OF PER DIEM WAGES:** The Contractor and all subcontractors under him shall pay all their laborers, workmen, and mechanics on all work included in this contract not less than the general prevailing rate of per diem wages for work of a similar character in the locality in which the work is performed (to wit within the limits of the District) and not less than the prevailing rate of per diem wages for legal holiday and overtime work in said locality, which per diem wages shall not be less than the stipulated rates contained in a schedule thereof which has been ascertained and determined by the Director of the State Department of Industrial Relations and the Board to be the general prevailing rate of per diem wages for each craft or type of workman or mechanic needed to execute this contract, and which is now on file with said Board and by reference herein and made a part hereof. The Contractor shall forfeit, as a penalty to the District, Fifty Dollars (\$50.00) for each laborer, workman, or mechanic employed for each calendar day, or portion thereof, such laborer, workman, or mechanic is paid less than the said stipulated rates for any work done under this contract by him or by any subcontractor under him, in violation of Articles 1 and 2 of Chapter 1 of Part 7 of Division II of the Labor Code of the State of California, and said sums and amounts which shall have been so forfeited pursuant to the herein paragraph and the said terms of said Labor Code shall be withheld and retained from payments due to the Contractor under said contract, pursuant to this contract, and the said terms of said Labor Code, but no sum shall be so withheld, retained, or forfeited except from the final payment without a full investigation by either the Division of labor Law Enforcement of the State Department of Industrial Relations or by said Board of Education.

The difference between such stipulated prevailing wage rates and the amount paid to each workman for each calendar day, or portion thereof, for which each workman was paid less than the stipulated prevailing wage rate shall be paid to each workman by the Contractor.

Each contractor and subcontractor shall be required to keep accurate payroll records, and to provide certified copies, upon request of the District, of each weekly payroll containing a statement of compliance signed under penalty of perjury. In the

event that the contractor or subcontractor fails to comply, he or she shall, as a penalty to the District, forfeit twenty-five dollars (\$25) for each calendar day, or portion thereof, for each worker, until strict compliance is effectuated. Upon the request of the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement, these penalties shall be withheld from progress payments then due.

Note: Payment of prevailing wages is also required for employees of contractors and subcontractors engaged in the offsite fabrication or pre-fabrication of items specially produced for public works projects.

65. ANTI-DISCRIMINATION: No discrimination shall be made in the employment of persons upon public works because of race, color, national or ethnic origin, age, gender, religion, sexual orientation, marital status, or physical or mental disability of such persons, except as provided in Section 12940 of the Government Code, and every contractor for public works violating the provisions of Section 1735 of the Labor Code is subject to all the penalties imposed for a violation of Chapter 1, Part 7, Division 2 of the Labor Code.
66. PAYMENT OF FEDERAL, STATE, OR LOCAL TAXES: Any federal, state, or local tax payable on articles furnished by the Contractor under the contract shall be included in the contract price and paid by the Contractor. However, the Board is exempt from Federal Excise Tax.
67. DELAYS IN COMPLETION: The Contractor shall not be held responsible for delays in the completion of the work caused by strikes, labor disturbances, lack or failure of transportation, war, inability to obtain materials due to war conditions, perils of the sea, insurrection, riot, acts of any government (whether foreign or domestic, federal or state) and/or any other causes similar to the foregoing which are beyond the control of and are not the fault of the Contractor, or if prevented by conditions directly resulting from the execution of contracts or the placing of orders by the federal government or its authorized agencies or representatives, which are required by law to be given priority, but provided that whenever the Contractor shall claim that delays are due to any or all of the above named causes, he shall within five (5) days after the occurrence of such cause or causes of delay request an extension of time, in writing, and if said Board finds that such cause or causes of delay exist, it shall grant him an extension of time equal to the delay resulting from such cause or causes or the Board may, at its option, rescind said Contract and pay said Contractor the reasonable value of the work completed and let a new contract for the completion of the remainder of said work.
68. SUBCONTRACTORS TO BE LISTED IN BID; SUBSTITUTION OF SUBCONTRACTORS: In accordance with the provisions of sections 4100 to 4113 inclusive, of the Government Code of the State of California, each bidder for the work herein specified shall set forth in his bid the name and location of the place of business of each subcontractor who will perform work or labor or render service to the general contractor in or about the contracts of the work, or improvement in an amount in excess of one-half (1/2) of one percent (1%) of general contractor's total bid and the portion of the work which will be done by each such subcontractor, if the Contractor for said work is awarded to said bidder.

If any general contractor fails to specify a subcontractor for any portion of the work to be performed under the Contract in excess of one-half (1/2) of one percent (1%) of the general contractor's total bid, he agrees to perform such portion himself and, if his bid is accepted, he shall not be permitted to subcontract that portion of the work, to substitute any person as subcontractor in the place of the subcontractor designated in the original bid, to permit any subcontractor to be assigned or transferred or allow it to be performed by anyone other than the original subcontractor listed in the bid except under the conditions set forth in the sections hereinabove referred to.
69. Should the general contractor violate any of the provisions of said sections, his so doing will be deemed a violation of his Contract, and the Board shall have the right to exercise the option in its own discretion, of (1) canceling his contractor or (2) assessing the general contractor a penalty in an amount not more than ten percent (10%) of the amount of the subcontract involved, and his penalty shall be deposited in the fund out of which the prime contract is awarded, or (3) both canceling the Contract and assessing the penalty.
70. RESPONSIBILITY OF CONTRACTOR: It is the intent of these specifications that all responsibility for the erection and completion of the work in accordance with the plans and specifications is upon the general contractor with whom the District enters into a contract for the work hereinbefore described. Such terms as "the plumber," "the electrician," "other contractors," "this contractor," "work of others," "cooperate with others," "by others," and similar expressions shall be deemed to refer to the general contractor.
71. DISTRICT POSITION OF MATERIALS AND FIXTURES REMOVED: When the work of the Contractor involves changes or alterations to an existing structure, the Contractor shall deliver to the Board at such a place as designated by the Board and before the final acceptance of the work performed under this Contract, all materials, fittings, fixtures, etc., that are to be removed from the building under the terms of this Contract and delivered to the Board. The Contractor shall be responsible for all such materials, fittings, fixtures, etc., and shall use the utmost care in their removal, so as to insure the lesser possible damage to the same, or to surrounding work.
72. ADHERENCE TO UNIFORM BUILDING CODE AND TITLE 24: At all times throughout the course of the work a copy of the latest edition of the Uniform Building Code along with Parts I & II of Title 24, shall be kept on the job, and all provisions relating to Safety to Construction of Public Schools and to Structural Design, Materials, and Details of Construction shall be adhered to.

73. NOTICE TO PROCEED: "Notice to Proceed" shall mean that letter, or Purchase Order, wherein the District notifies the Contractor to proceed with the work on or after a specified date, and that date is the basis for establishing the required date of completion of the Contract.
74. EMPLOYMENT OF APPRENTICES: Overtime, Saturdays, Sundays and holidays to be paid in accordance with the union wage scale in effect at the time for each craft or trade.

In addition to the hourly and/or per diem wages for the crafts, classifications or types of workmen listed above, contractors shall be required to make employer payments for health and welfare, pension, vacation and similar purposes and the payment of travel and subsistence payments as required by the executed collective bargaining agreements for the particular craft, classification or type of work involved.

The working day shall be eight hours unless otherwise specified above. The per diem rate shall be the hourly rate multiplied by the number of hours in the working day. When less than the number of hours constituting the working day, as herein stated, is worked, the wage to be paid shall be the hourly rate multiplied by the number of hours actually worked.

All skilled labor not listed above that may be employed is to be paid not less than the union scale for such labor.

It shall be mandatory upon the contractor to whom the contract is awarded, and upon any subcontractor under him, to pay not less than the said specified rates to all laborers, workmen and mechanics employed by them in the execution of the contract.

Attention is directed to the provisions of Sections 1777.5, 1777.6 and 1777.7 of the Labor Code concerning the employment of apprentices by the contractor or any subcontractor under him. The prime contractor is responsible for compliance with the requirements of Section 1777.5 in the employment of apprentices for all apprenticeable occupations on the public work. The contractor and any subcontractor under him shall comply with the requirements of Section 1777.6 in the employment of apprentices. If the prime contract herein involves less than the expenditure of \$30,000 or 20 working days, Section 1777.5 does not apply.

Properly indentured apprentices may be employed upon this work in accordance with the state law. Such apprentices shall be properly indentured as called for by law and shall be paid not less than the standard wage paid to apprentices under the regulations of the craft or trade at which they are employed. An apprentice shall be employed only at the work of the craft or trade to which he is indentured. Only apprentices, as defined in Section 3077, who are in training under apprenticeship standards and written apprentice agreements under Chapter 4 (commencing at Section 3077), Division 3, of the Labor Code, are eligible to be employed on public works, and their employment and training shall be in accordance with the provisions of such apprenticeship standards and apprentice agreements under which they are training.

Section 1777.5 requires the contractor or subcontractor employing tradesmen in any apprenticeable occupation to apply to the joint apprenticeship committee nearest the site of the public works project and which administers the apprenticeship program in that trade for a certificate of approval unless the contractor or subcontractor is already covered by the local apprenticeship standards. The ratio of apprentices to journeymen who shall be employed in the craft or trade on the public work may be the ratio stipulated in the apprenticeship standards under which the joint apprenticeship committee operates, but in no case shall the ratio be less than one apprentice for each five journeymen except:

- a. When unemployment in the area of coverage by the joint apprenticeship committee has exceeded an average of 15 per cent or the 90 days prior to the request for certificate, or
- b. When the number of apprentices in training in the area exceeds a ratio of one to five, or
- c. When the trade can show that it is replacing at least 1/30 of its membership through apprenticeship training on an annual basis state-wide or locally, or
- d. When assignment of an apprentice to any work performed under a public works contract would create a condition which would jeopardize his life or the life, safety or property of fellow employees or the public at large, or when the specific task to which the apprentice is to be assigned is of such a nature that training cannot be provided by a journeyman, or
- e. When the contractor provides evidence that he employs registered apprentices on all of his contracts on an annual average of not less than one apprentice to five journeymen.

The Contractor is required to make contributions to a trust fund or to the California Apprenticeship Council where the contractor is not a signatory to the trust agreement, established for the administration of the apprenticeship programs if he employs registered apprentices or journeymen in any apprenticeable trade on such contracts and if other contractors on the public works site are making such contributions.

Information relative to apprenticeship standards, wage schedules and other requirements maybe obtained from the Director of Industrial Relations, ex officio Administrator of Apprenticeship, San Francisco, California or from the Division of Apprenticeship Standards and its branch offices.

75. WORKER'S COMPENSATION CERTIFICATE: In accordance with the provisions of Section 3700 of the Labor Code, contractor shall secure the payment of compensation to his employees. Contractor shall sign and file with District the certificate required by Labor Code Section 1861 prior to performing the work under the contract.

February 22, 2005

Ohlone Community College

Attention: Simon Barros, Director of Facilities

RE: Ohlone Community College – Burrowing Owl Mitigation

Provide labor to work on owl mitigation at the Ohlone College Newark Center.

Laborer – Per man day (8 x \$42.44) = \$339.52+ Overhead and Profit = \$429.49

Projected costs thru 2-25-05

Hours – 728 x 42.44 =	\$30,896.32
Rental toilets and tools =	<u>\$ 500.00</u>
Subtotal =	\$31,396.32
Overhead and profit =	<u>\$8,320.02</u>
Total =	\$39,716.34

Ron Park
Alliance Roofing Co. Inc.