CONTRACT FOR LABOR AND MATERIALS

This Contract for Labor and Materials ("Contract") is entered into this 12th day of August, 2021 by and between OHLONE COMMUNITY COLLEGE DISTRICT ("District") and McKim Corporation ("Contractor") for the Work of the Project. In consideration of the mutual covenants set forth herein, the Contractor and District agree as follows:

A. In consideration of the payment of the sum of One Hundred Thirty Thousand One Hundred Twenty-One and 65/100 Dollars ($130,121.65) ("the Contract Price"), the Contractor shall perform and complete the Work generally described as:

Ohlone Community College Project
Building 18 ADA Pathway
Project #6108K

B. Contractor shall commence the Work on the date indicated in the Notice to Proceed issued by or on behalf of the District and shall complete the Work within Sixty (60) calendar days after the commencement date for the Work ("the Contract Time"). Failure to complete the Work within the Contract Time will subject the Contractor to Liquidated Damages at the rate of Five Hundred Dollars ($1,000.00) per day until the Work is completed.

C. The location of the Work is Ohlone Community College - Fremont Campus ("the Site").

D. At all times during the Work, the Contractor and each Subcontractor shall obtain and maintain the following insurance coverages:

Contractor:

- Workers Compensation Per applicable law
- Employer’s Liability $1,000,000
- Commercial General Liability
  - Per Occurrence $1,000,000
  - Aggregate $2,000,000
- Automobile
  - Per Occurrence $1,000,000
  - Aggregate $2,000,000

Subcontractors:

- Workers Compensation Per applicable law
- Employer’s Liability $1,000,000
- Commercial General Liability
  - Per Occurrence $1,000,000
  - Aggregate $2,000,000
- Automobile
  - Per Occurrence $1,000,000
  - Aggregate $2,000,000
E. The Contract Documents consists of this Contract for Labor and Materials, the attached Contract Terms and Conditions, the Bid Proposal and other documents submitted by the Contractor to the District as a Bidder and the documents identified below. By executing this Contract, the Contractor acknowledges its receipt and review of the Contract Documents; based upon this review, the Contractor confirms that the work can be completed for the Contract Price and within the Contract Time. The Contract Documents consist of:

- Notice Calling for Bids
- Instructions For Bidders
- Scope of Work
- Subcontractors List
- Non-Collusion Declaration
- Contract for Labor and Materials
- Bid Proposal
- Bid Addenda, if any
- W-9 Form
- Bid Bond
- Performance Bond
- Labor and Materials Payment Bond
- Drawings & Specifications
- Drug-Free Workplace Certification
- Tobacco-Free Environment Certification
- Certificate of Worker’s Compensation Ins.
- Sex Offender Registration Act Certification

F. The District Representative is Elaine Trujillo (510) 979-7567.

CONTRACTORS ARE REQUIRED BY LAW TO BE LICENSED AND REGULATED BY THE CONTRACTORS’ STATE LICENSE BOARD. ANY QUESTIONS CONCERNING A CONTRACTOR MAY BE REFERRED TO THE REGISTRAR, CONTRACTORS’ STATE LICENSE BOARD, P.O. BOX 2600, SACRAMENTO, CALIFORNIA 95826

IN WITNESS WHEREOF, the District and Contractor have executed this Contract as of the date set forth above.

“DISTRICT”
Ohlone Community College District

By: __________________________
Title: Director of Purchasing, Contracts & Auxiliary Services

“CONTRACTOR”
Mckim Corporation

By: __________________________
Title: __________________________

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