

## 6. CONTRACT FORM (SAMPLE)

### CONTRACT FOR THE CHAFFEY COMMUNITY COLLEGE DISTRICT

#### 2026PW188 – New Welding Facility at InTech Center

#### 1. PARTIES AND DATE.

This Contract is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the **CHAFFEY COMMUNITY COLLEGE DISTRICT** (hereinafter called the "OWNER") and **\*\*\*INSERT NAME\*\*\*** (hereinafter called the "Contractor").

#### 2. RECITALS.

2.1 The OWNER is a community college district organized under the laws of the State of California, with power to contract for services necessary to achieve its purpose;

2.2 Contractor, in response to a Notice Inviting Bids issued by OWNER on October 20, 2025, has submitted a bid proposal for construction of the Work necessary to complete **2026PW188, New Welding Facility at Intech Center** Project described in the Contract.

2.3 OWNER has duly opened and considered the Contractor's bid proposal, and duly awarded the bid to Contractor in accordance with the Notice Inviting Bids and the other Bid Documents, and has given written Notice of Award to Contractor on **January 30, 2026**.

2.4 Contractor has obtained, and delivers concurrently herewith, Performance and Payment Bonds and evidences of insurance coverage as required by the Contract.

#### 3. TERMS.

##### 3.1 Incorporation of Documents.

This Contract includes and hereby incorporates in full by reference the following documents, including all exhibits, drawings, specifications and documents therein, and attachments and addenda thereto:

- Table of Contents
- Project Directory
- Notice Inviting Bids
- Instructions to Bidders
- Bid Forms
- All Addenda(s) Issued
- Contract Form, Exhibit 1 Certification of Workers' Compensation and IRS Form W-9
- Contract Appendix
- Subpart A - General Conditions
- Subpart B - Supplementary General Conditions
- Subpart C - Special Conditions

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- Subpart D - Expanded List of Subcontractors
- Subpart E - Performance Bond
- Subpart F - Payment Bond
- Subpart G - Escrow Agreement for Security Deposits (*optional*)
- Subpart H - Drug-Free Workplace Certification
- Subpart I - Recycled Content Certification
- Subpart J - Asbestos-Free Materials Certification
- Subpart K - Iran Contracting Act Certification
- Subpart L - Siemens Industry, Inc. and Quark Communications, Inc.  
Acknowledgment
- Subpart M - List of Drawings (*Full-size sheets under separate cover.*)
- Subpart N - Specifications
- Subpart O - Geo Technical Letter and Campus UG Utility Survey

ADDENDUM NO. \_\_\_\_\_ dated \_\_\_\_\_.

The above documents, including the General Conditions, are an integral part of the Contract Documents. By signing this Contract, Contractor acknowledges that he or she has read, understood and agrees with all of the terms of the Contract Documents, including, but not limited to, provisions of the General Conditions relating to indemnification, insurance, standards of performance, termination, compensation and time of the essence performance. Contractor shall not disclaim knowledge of the meaning and effect of any term or provision of the Contract Documents, and agrees to strictly abide by their meaning and intent.

### 3.2 Contractor's Basic Obligation.

Contractor promises and agrees, at its own cost and expense, to furnish to the OWNER all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately complete **2026PW188, New Welding Facility at Intech Center** Project, including any alternates selected by the OWNER as specified in the Notice of Award, incorporated by reference herein, and all structures and facilities described in the Contract (the "Work"), for a total of \_\_\_\_\_ **DOLLARS** (\$\_\_\_\_\_), as specified in the Bid Forms submitted by the Contractor in response to the above referenced Notice Inviting Bids. Such amount shall be subject to adjustment in accordance with the applicable terms of this Contract. All Work shall be subject to, and performed in accordance with the above referenced documents.

As further specified in the Bid Forms submitted by the Contractor in response to the above referenced Notice Inviting Bids, the following Unit Prices shall be incorporated into this Contract to be utilized at OWNER'S sole option for any additional work beyond the Base Bid and any OWNER accepted Alternates:

### **[LIST UNIT PRICES] - NOT APPLICABLE**

### 3.3 Standard of Performance.

Contractor shall perform all Work under this Contract in a skillful and workmanlike manner, and consistent with the standards generally recognized as being employed by professionals in the same

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discipline in the State of California. Contractor represents and maintains that it is skilled in the professional calling necessary to perform the Work. Contractor warrants that all employees and subcontractors shall have sufficient skill and experience to perform the Work assigned to them. Finally, Contractor further represents that it, its employees and subcontractors have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Work, and that such licenses and approvals shall be maintained throughout the term of this Contract.

### 3.4 Completion Time for the Work and Liquidated Damages.

Contractor shall perform and complete all Work under this Contract within **182** Calendar Days (the "Completion Time"), according to the phases and completion schedule within the Specifications, beginning on the commencement date specified in the Notice to Proceed and ending on the date of Substantial Completion. Contractor shall perform its Work in strict accordance with the approved Construction Schedule developed pursuant to the Contract Documents.

Contractor agrees that if such Work is not completed within the aforementioned Completion Time, liquidated damages will apply in the amount of **ONE-THOUSAND DOLLARS (\$1,000.00) PER CALENDAR DAY** as provided by the applicable provisions of the General Conditions and Supplementary General Conditions, found in the Contract Appendix, for each and every calendar day after expiration of the Completion Time that the Work is not Substantially Complete. This provision shall not limit any right or remedy of OWNER in the event of any other default of Contractor other than failing to complete the Work within the Completion Time.

### 3.5 OWNER's Basic Obligation.

OWNER agrees to engage and does hereby engage Contractor as an independent contractor to furnish all materials and to perform all Work according to the terms and conditions herein contained for the sum set forth above. Except as otherwise provided in the Contract, the OWNER shall pay to Contractor, as full consideration for the satisfactory performance by the Contractor of the services and obligations required by this Contract, the above referenced compensation in accordance with compensation provisions set forth in the Contract.

### 3.6 Contractor's Certifications.

3.6.1 Labor Code. Contractor maintains that he is aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of that Code, and agrees to comply with such provisions before commencing the performance of the Work. A certification form for this purpose is attached hereto as Exhibit "1" and incorporated herein by reference, and shall be executed simultaneously with this Contract.

### 3.7 Reserved

### 3.8 Successors.

The parties do for themselves, their heirs, executors, administrators, successors, and assigns agree to the full performance of all of the provisions contained in this Contract. Contractor may not either voluntarily or by action of law, assign any obligation assumed by Contractor hereunder without

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the prior written consent of the OWNER.  
3.9     Notices.

All notices hereunder and communications regarding interpretation of the terms of the Agreement or changes thereto shall be provided by the mailing thereof by registered or certified mail, return receipt requested, postage prepaid and addressed as follows:

**CONTRACTOR:**

\_\_\_\_\_  
\_\_\_\_\_  
Attn: \_\_\_\_\_  
\_\_\_\_\_

**OWNER:**

Chaffey Community College District  
5885 Haven Avenue  
Rancho Cucamonga, CA 91737-3002  
Attn:     **Tanisha Grattan,**  
           **Director,**  
           **Purchasing Services**

**SURETY:**

\_\_\_\_\_  
\_\_\_\_\_  
Attn: \_\_\_\_\_  
\_\_\_\_\_

**COPIES TO PROJECT MANAGER:**

5885 Haven Avenue  
Rancho Cucamonga, CA 91737  
Attn: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Any notice so given shall be considered received by the other party three (3) days after deposit in the U.S. Mail, first class postage prepaid, addressed to the party at the above address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

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3.10 No State Liability.

As between the OWNER and the State of California, the Contractor agrees that the State of California, including the Community College Chancellor's Office, is not liable for any damages of any kind arising out of this Contract. The Contractor's sole remedy is against the OWNER or other third parties, and only the OWNER and those other third parties may be liable for any injury the Contractor may suffer under this Contract.

**CONTRACTOR:**

By: \_\_\_\_\_  
*Signature*

\_\_\_\_\_  
*Typed or Printed Name & Title*

\_\_\_\_\_  
*Contractor's License Class & Number*

**CHAFFEY COMMUNITY COLLEGE DISTRICT:**

By: \_\_\_\_\_  
*Signature*

\_\_\_\_\_  
*Typed or Printed Name & Title*

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**EXHIBIT “1”**

**CERTIFICATION OF WORKERS’ COMPENSATION  
LABOR CODE - SECTION 1861**

I, the undersigned Contractor, am aware of the provisions of Section 3700 et seq. of the California Labor Code which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of the Code. I agree to and will comply with such provisions before commencing the Work governed by this Contract.

**CONTRACTOR:** \_\_\_\_\_  
*Company Name*

By: \_\_\_\_\_  
*Signature*

\_\_\_\_\_ *Typed or Printed Name & Title*

\_\_\_\_\_ *Date*

**Request for Taxpayer  
Identification Number and Certification**

Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

Give form to the  
requester. Do not  
send to the IRS.

**Before you begin.** For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See Specific Instructions on page 3.	<b>1</b> Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)	
	<b>2</b> Business name/disregarded entity name, if different from above.	
	<b>3a</b> Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only <b>one</b> of the following seven boxes.  <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C corporation <input type="checkbox"/> S corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) _____ <b>Note:</b> Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions) _____	<b>4</b> Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):  Exempt payee code (if any) _____  Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) _____  (Applies to accounts maintained outside the United States.)
	<b>3b</b> If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions _____ <input type="checkbox"/>	
	<b>5</b> Address (number, street, and apt. or suite no.). See instructions.	<b>6</b> City, state, and ZIP code
<b>7</b> List account number(s) here (optional)		
Requester's name and address (optional)		

**Part I Taxpayer Identification Number (TIN)**

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

**Note:** If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

<b>Social security number</b>	
<b>OR</b>	
<b>Employer identification number</b>	

**Part II Certification**

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

<b>Sign Here</b>	Signature of U.S. person	Date
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**General Instructions**

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

**What's New**

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3 (Form 1065). See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

**Purpose of Form**

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they