



Serving Douglas County Since 1964

**Invitation to Bid (ITB)
ITB-FAC-2021-01**

NORTH PARKING LOT LANDSLIDE REPAIR

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|---------------------------------|---|
| Issue Date: | April 22, 2021 |
| Close Date/Time: | Prior to 2pm, local time, May 11, 2021 |
| Q&A: | 9am April 27 thru 2pm May 06, 2021 |
| Bid Opening: | 2pm, May 11, 2021 |
| Project Completion Date: | September 10, 2021 |

❖ ITB-FAC-2021-01: NORTH PARKING LOT LANDSLIDE REPAIR

Issue Date: April 22, 2021

ITB Coordinator: Jules DeGiulio, Purchasing Manager
Office: 541 440 7648
Mobile: 541 510 2937
jules.degiulio@umpqua.edu

**ITB Technical Contact and
UCC Project Manager:** Jess Miller, Director of Facilities and Security
Office: 541 440 4698
Mobile: 541 580 6815
Jess.miller@umpqua.edu

Engineer: Pinnacle Engineering, Inc.
3329 NE Stephens St.
Roseburg, OR 97470
matt@pinnacleengineeringinc.com

Matt Keller
Office: 541 440 4871
Mobile: 541 817 3949

Mandatory Site Tour: This is **REQUIRED OF ALL BIDDERS**. The tour will begin at **9:00am on Tuesday 5/4/2021**. It will conclude once all questions have been answered. Estimate is 1 – 2 hours. Meeting place is in the parking lot behind the PE Complex. See Campus map, Exhibit I.

Bid Closing: ***Prior to 2pm, local time, May 11, 2021***

Notice of Intent to Award: Announcement will be made no During the week of May 17 to 21, 2021.

Bids will be accepted by either:

- Bid Submittal:**
1. Electronic Attachment to an email, (strongly preferred), to:
 - a. Purchasing@Umpqua.edu
 2. Delivered as a **Thumb Drive** by any means to the Purchasing Department of UCC, located in the **Del Blanchard Welcome Center & Administration Building** at 1140 Umpqua College Rd, Roseburg, OR. See Campus Map Exhibit I.

Bid Opening and Public Announcement: Will occur as close to Bid Closing Time as possible and should not exceed 24 hours afterward. Due to COVID guidelines being adhered to on Campus, there will be no “public gathering” to open sealed bids. Announcement of the bids received will be made by email to all Bidders in a timely fashion.

WARNING: Hard copies of the entire Solicitation Document package, including all construction documents, attachments, and Exhibits, may be obtained by contacting **In Print Pinnacle Engineering** in Roseburg. They are located at 2280 NW Stewart Pkwy, Roseburg OR 97471 and can be reached by phone at **541 672 3497**, with hours of operation of 830AM – 5:30PM Monday through Friday. If obtaining this Solicitation Document from any other source, it is the Bidder’s responsibility to ensure that a full and complete set of the Solicitation Documents have been obtained. Any addenda or clarifications to this Solicitation Document shall be published on the College’s website on the Purchasing page. <http://umpqua.edu/purchasing>, under Request for Proposals: <http://umpqua.edu/request-for-proposals>. It is the responsibility of each Bidder to check the College’s Purchasing Services website for any information or addenda to this solicitation.

Bidders are cautioned not to make changes to any of the terms and conditions in this solicitation. Doing so may render a Bid unacceptable and subject to rejection. Questions and comments may be addressed to the ITB Coordinator named above.

The **ITB Coordinator** and the **Technical Contact** are the official and only points of contact for this procurement. All communication between the Bidder and the College regarding this solicitation shall be in writing via e-mail, to the ITB Coordinator and the Technical Contact at the e-mail addresses listed above. E-mail inquiries shall be identified in the subject line as: **“ITB-FAC-2021-01, North Parking Lot Landslide Repair”**. Bidders are to rely on written statements issued exclusively by the ITB Coordinator or his/her designee. Any other communication will be considered unofficial and non-binding. Communications directed to parties other than the ITB Coordinator will have no legal bearing on this ITB or the resulting Contract.

The terms “Offeror(s)” or “Bidder(s)” as they appear within this ITB may be used interchangeably and shall mean any/all interested parties submitting “Offers” or “Bids” in response to this ITB.

For a disability-related accommodation, please contact Accessibility Services at 541 440 7655. It is the policy of Umpqua Community College and its Board that there will be no discrimination or harassment on the basis of race, religion, color, sex, age, national origin, ethnic origin, sexual orientation, gender identity, marital status, citizenship status, pregnancy and related conditions, family relationship, veteran’s status, disabilities, tobacco usage during work hours, whistle blowing, victim of domestic violence and genetic information in any educational programs, activities or employment. Persons having questions about equal opportunity/affirmative action should contact the College’s Accessibility Coordinator at 1140 Umpqua College Rd, Roseburg OR 97470 or call 541 440 7655. To request this publication in an alternative format, please call 541 440 7655.

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A. Public Notice

Umpqua Community College Invitation to Bid (ITB)

Umpqua Community College requests sealed Bids from qualified Bidders for the North Parking Lot Landslide Repair Project. The Contractor will provide services as described in the Solicitation Documents. **Evidence of qualifications to perform are required. Prequalification with either Douglas County or ODOT is preferred. See Responsible Bidder Determination Form, Exhibit C.**

This project consists of the following major items of work and appurtenant components:

| <u>Major Items</u> | <u>Approximate Quantities</u> |
|---------------------------|-------------------------------|
| Excavation | 8845 cyds |
| Buttress (Embankment) | 3280 cyds |
| Storm Drain | |
| Perf Drain Pipe | 850 LF |
| Other Miscellaneous Items | |

Obtaining Documents: All files will be distributed in electronic format only; no paper documents will be distributed. The Solicitation Documents and Specifications will be available electronically on the College Purchasing Department website at <http://umpqua.edu/request-for-proposals> and the Oregon Procurement Information Network (ORPIN) at <http://orpin.oregon.gov/open.dll/welcome>. Documents will also be available as “read only”, at the UCC Campus Warehouse Facilities Office. See Campus Map, Exhibit I.

Hard copies of the entire Solicitation Document package, including all construction documents, attachments, and Exhibits, may be obtained through **Pinnacle Engineering**, (contact data on page 2), between 9:00AM and 4:30PM Monday through Friday. Pinnacle requires a minimum of 24 hours’ notice prior to pickup to prepare the package.

Q & A Clarification of the Solicitation Document Specifications or Contract Terms: All *Written* Questions that are received by the ITB Coordinator, (letter or email only), between 9am, April 27 and 2pm May 6, 2021, will be publicly answered no later than 5pm, 5/7/2021.

Submission of Bids/Opening - “Late is Late”:

Bids must be received in the Purchasing Office of the College **prior to 2pm, local time, May 11, 2021.**

Bids will be accepted by either:

1. **Electronic Attachment** to an email, (preferred method), to:
 - a. Purchasing@Umpqua.edu
2. Delivered as a **Thumb Drive** by any means to the Purchasing Department of UCC, located in the **Del Blanchard Welcome Center & Administration Building** at 1140 Umpqua College Rd, Roseburg, OR. See Map Exhibit I.

Bid Opening and Public Announcement will occur as close to Bid Closing Time as possible and should not exceed 24 hours afterward. Due to COVID guidelines being adhered to on Campus, there will be no “public gathering” to open sealed bids. Announcement of the bids received will be made by email to all Bidders in that timely fashion.

Timely delivery of Bid shall be determined by the time stamp of receipt of the email, or as shown by the date and time endorsed on the envelope manually by a clerk of the office. Such endorsement shall be conclusive proof of the date and

time of receipt of the Bid. *Bidders are cautioned that "late is late."* It is the responsibility of the Bidder to allow sufficient time for the hazards of traffic, weather, clearing security, finding parking space, and locating the proper office.

Bid Bond: A Bid Bond, Certified Check, Cashier's Check, or irrevocable letter of credit issued by an insured institution, executed in favor of Umpqua Community College in an amount not less than **5%** of the total Basic Bid Sum will be required, which sum shall be forfeited as liquidated damages to the College for Bidder's failure to execute the Contract and bond should the Bidder neglect or refuse to enter into a Contract and provide a suitable bond for the faithful performance of the work.

First Tier Subcontractor Disclosure: First-Tier Subcontractor Disclosure Forms, Exhibit D, must be submitted either with the Bid submission or within 2 working hours after Bid Closing in the same manner and at the same location where Bids were submitted. (ORS 279C.370). Forms submitted after 4:00 pm Local Time, May 11, 2021, will not be accepted.

Prevailing Wage Rates: This project is for public works. The project will be subject to ORS 279C.800 to 279C.870 or the Davis-Bacon Act (40 U.S.C. 3141 et seq.).

Extension of Time for the Submission of Bids: The College may in its sole discretion extend the time for the submission of Bids upon a finding that it is in the interest of the College to do so. Such extension shall be by written Addendum, which may be issued either before or after the time for the submission of Bids has passed; however, no Addendum extending the time for submission of Bids shall be issued once any Bid properly received has been opened.

Acceptance/Rejection: Bids will be rejected for failure to comply with the law applicable to submission, failure to comply with the rules adopted by the Local Public Contract Review Board concerning the submission of Bids, or failure to comply with the requirements of this Solicitation. The College reserves the right in its sole discretion to waive minor informalities in Bids submitted provided that such informalities have no effect on price, quality, quantity, fitness, delivery or any matter to be evaluated in making a selection and confer no material advantage on the Bidder whose nonconformity is waived.

Residence of Bidder: ORS 279A.120(1)(b) defines a "resident bidder" as a bidder that has paid unemployment taxes or income taxes in this state during the 12 calendar months immediately preceding submission of the bid, has a business address in this state and has stated in the bid whether the bidder is a "resident bidder" under this paragraph. Bidder shall state on the Response Form whether Bidder is a "resident bidder."

Firm Bid: No Bidder may withdraw its Bid within sixty (60) days after the hour set for Closing.

ITB Coordinator: Jules DeGiulio, Purchasing Manager, Umpqua Community College.

Publish Date: April 22, 2021

Published: Umpqua Community College Purchasing Web Site at <http://umpqua.edu/request-for-proposals>
Oregon Procurement Information Network (ORPIN) at <http://orpin.oregon.gov/open.dll/welcome>

B. General Information

Accessing the Campus

See Map @ <http://umpqua.edu/about/facts-visitor-information/ucc-map>, for location to submit Bids.

Visitors may park in any spot in any lot. No parking permits are required.

Definitions of Key Words:

“Shall” and/or “Must:” Indicates a mandatory requirement. Failure to meet these mandatory requirements may result in the rejection of a Bid as non-responsive.

“Should” indicates something that is recommended but not required. If the Bidder fails to provide recommended information, the College may, at its sole option, ask the Bidder to provide the information or evaluate the Bid without the information.

“May” indicates something that is not mandatory but permissible—not essential for consideration or award.

Prohibited Contact

Officials not to benefit. No person submitting a Bid and no person on behalf of a Bidder shall give or promise anything of value to any person who is a public official, an employee of the College, a member of its governing body, or a member of any evaluation committee to obtain information or to influence or attempt to influence the decision of that person on anything pertaining to this ITB or any subsequent Contract or Subcontract.

Kickbacks prohibited. No person being a Bidder under this ITB or a bidder or proposer on any subsequent Contract or an officer, employee or agent of either shall require any kickback, fee, rebate, deduction or payment from any person to be considered as an employee, subcontractor, supplier, service provider or consultant unless the requirement be authorized by law and the amount duly recorded and paid over to the College or the person or entity entitled to receive it.

Contingent fees prohibited. No Bidder shall pay or give to any person or entity anything of value for work done on or in connection with the response to this ITB contingent upon the Bidder being selected to proceed to the next step of this procurement.

Submission of a Bid is a representation by the Bidder that the Bidder has not and will not engage in the conduct prohibited.

Format of Bid

Bids should be prepared simply and economically, providing a straightforward, concise description of the Bidder’s capabilities to satisfy the requirements of the ITB. All materials should be secured by binding or insertion in a notebook. Emphasis should be on completeness, organization, and clarity of content.

Multiple Submittals

Bidders may submit more than one ORIGINAL Bid; however, each alternative Bid must be presented as a complete Bid and will be evaluated independently of any other.

Required Submittals/Bidder’s Checklist

For consideration, Bidder(s) shall return one ORIGINAL set of the submittals identified below. All documents must be clearly and distinctly typed or written with ink in the English language. No erasures are permitted. Mistakes must be crossed out and initialed in ink by the person signing the Bid, otherwise the interlineations may render the Bid non-responsive.

A signed Bid indicates agreement by the Bidder to all requirements, specifications and terms set forth in this ITB, including those parts that deal with contractual requirements, purchase prices, and official published specifications. Bidders should not submit any information that they do not wish to have become part of the completed Contract. If any discrepancy arises between the Bid and the ITB, the terms in the ITB shall prevail. Failure of the selected Bidder to accept these obligations in a purchase agreement, purchase order, delivery order, or similar acquisition instrument/Contract, may result in cancellation of the award. The Bid, ITB, and subsequent College-issued Contract will collectively form the agreement.

Submittals shall include:

- Exhibit B1 – Bid Response Form**
- Exhibit B2 – Bid Response Form, Line Detail**
- Exhibit C - Responsible Bidder Determination Form**
- Exhibit D – First Tier Subcontractor Form, Instructions, Examples, and UCC form.**
- Exhibit E – Bid Bond Form**
- Exhibit F – Liquidated Damages**
- ❖ **All Documents Must be submitted in electronic form, either as .pdf attachments to email, or as Thumb Drive.**

Addenda

Any addenda or clarifications to this Solicitation shall be published under the Request for Proposals subtitle located on the Umpqua Community College Purchasing Department website @ <http://umpqua.edu/request-for-proposals> and on the Oregon Procurement Information Network (ORPIN) @ <http://orpin.oregon.gov/open.dll/welcome>. It is the responsibility of each Bidder to check for any information or addenda to this solicitation.

All addenda, with the exception of addenda to the Closing date and time, will be issued not less than 72 hours before the specified Closing date and time. Addenda specifically related to the Closing date and time may be issued with less than 72-hours' notice. Failure of any Bidder to receive any such addenda or interpretation shall not relieve the Bidder from any obligation under its Bid as submitted.

Firm Bids

Bids shall be firm and may not be modified or withdrawn for a period of sixty (60) days after the Closing date. Each respondent may withdraw their Bid if it has not been accepted within sixty (60) days from the ITB Closing date.

Bid Development Costs

Submission of a Bid to the College does not obligate the College to pay any expenses incurred by the Bidder in preparation of its Bid, nor does it obligate the College in any other respect. The College will not reimburse the cost of a successful protest. It is a condition of submission that costs of submitting a Bid are solely the cost of the Bidder.

Bid Ownership

All Bids become the property of the College and will not be returned to the Bidder. Bids that are not opened may be returned to the Bidder or disposed of by the College at the College's discretion once the time to protest the refusal to consider the Bid has passed.

Bid Review Process/Contractual Process

The College will first review the Bids to confirm whether each Bidder has agreed to the terms and conditions of the ITB, whether each Bidder has met all Bidding requirements, and whether there are signed copies of all the documents. *Only those Bids, which appear to meet all of the requirements will be further considered (i.e., failure to respond to any or all parts of the ITB may result in disqualification).* Award of the Contract will be made to the lowest responsive and responsible Bidder as determined by the College.

No material changes may be made to a Bid after the deadline for its submission. The College reserves the right to seek clarifications of each Bid. In clarifying or elaborating on a Bid, a Bidder may only explain or amplify what is already there; they may not supplement, change, alter, or correct the Bid.

After the lowest responsive and responsible Bidder has been selected, the Contract shall be prepared by the College, reviewed/approved by appropriate staff and/or Board members, and signed as duly authorized.

A signed Bid indicates agreement by the Bidder to all requirements, specifications and terms set forth in this ITB, including those parts that deal with contractual requirements, purchase prices, and official published specifications. Bidders should not submit any information that they do not wish to have become part of the completed Contract. If any discrepancy arises between the Bid and the ITB, the terms in the ITB shall prevail. Failure of the selected Bidder to accept these obligations in a purchase agreement, purchase order, delivery order, or similar acquisition instrument/Contract, may result in cancellation of the award. The Bid, ITB, and subsequent College-issued Contract will collectively form the agreement.

No other additional contracts, unless otherwise indicated by the Bidder at the time of the Bid submittal will be considered. Should Bidder require that a standard company Contract be signed, a copy of the proposed Contract must be submitted along with the Bid. If submitted, this Contract will be evaluated to make certain that it does not deviate from the conditions of the ITB. Should the submitted company Contract deviate from the terms and conditions of the ITB, said Contract will be modified by the College for compliance. After the Contract resulting from this ITB has been awarded and a valid Contract has been signed, no other company Contract will be considered. Any contracts submitted by the Bidder after such award will be considered a counter Bid and may be subject to rejection and/or cancellation.

Bid Rejection and Solicitation Cancellation

The College reserves the right to cancel all or any portion of the procurement and the right to reject any or all Bids and to cancel all or any portion of the procurement.

Sustainability

The College is committed to sustainable purchasing practices.

Sustainability preferences may include, but are not limited to, the following:

- Energy efficiency (such as Energy Star designation)
- Energy conservation
- Waste reduction
- Packaging reduction
- Trade-Ins/Retrievals/Refurbishment of Used Products
- Use of Recycled and Recyclable Materials (products, packaging, shipping materials)
- Responsible shipping and transportation
- Reduced water usage
- Reduced paper usage (including e-procurement and e-payment)

Any products described as “Green products” in this solicitation shall mean “environmentally-preferable products.” Green products are products or services that have a lesser or reduced effect on human health and the environment, when compared with competing products or services that serve the same purpose. This comparison applies to raw materials, manufacturing, packaging, distribution, use, reuse, operation, maintenance, and disposal.

Public Record

At the conclusion of the selection process, the contents of all Bids received and opened will be made available for public inspection (ORS 192.410 to 192.505). The College will endeavor to withhold trade secrets or proprietary information that are recognized as such and are protected by law (ORS 646.461 to 646.475), if clearly identified as such in the Bid submitted.

If a Bid contains any proprietary information that the Bidder does not want disclosed to the public or to be used by the College for any purpose other than evaluation of their Bid, each sheet of such information shall be readily separable from the remainder of the Bid and must be marked with the legend:

“CONFIDENTIAL,” “PROPRIETARY” or “TRADE SECRET”

The legend shall be red in color on original documents and shall appear on each page of the original and any copy in which the information to be protected appears and shall be in block capital letters at least 0.5” in height. Pages shall be marked to indicate the information for which the claim of protection from disclosure is made and to separate the material to be protected from other information appearing on that page. Bidders are cautioned that the information sought to be exempt from disclosure must qualify for exemption under ORS 192.501, ORS 192.502 or another provision of law. The College reserves the right to waive the exemption from disclosure if the exemption is waivable and it is in the public interest to do so. Bidders are further informed that final determinations concerning the withholding of information from public disclosure rest with the District Attorney, the Attorney General or the Courts and not with the College. The College may not disclose information that the law forbids it to disclose and may not withhold information the law requires it to provide. Failure to mark information, documents or data shall be conclusive proof that the Bidder claims no exemption for it.

Proprietary information that the Bidder does not want disclosed to the public and that has been submitted on CD or other format as specified, as a required submittal, shall be submitted on separate CD from that of the remainder of the identical copy of the ORIGINAL Bid, and shall be marked and labeled with the legend: **“CONFIDENTIAL,” “PROPRIETARY” or “TRADE SECRET”**

Prices, makes, model or catalog numbers of items offered, scheduled delivery dates, and terms of payment shall be publicly available regardless of any designation to the contrary. Any response marked as a trade secret in its entirety shall be considered non-responsive and shall be rejected. All submissions and additional information, if any, shall become public record after award of Contract.

C. Scope of Work/Specifications

This project has been designed and shall be constructed in conformance with the ODOT Standard Specifications for Construction 2021 edition.

As described in full detail in **Exhibit A - Construction Documents & Project Specifications**, UCC’s North Parking Lot Slide Repair consists of site preparation and excavation followed by Placement of stabilizing fill, utility relocation and paving.

The work will be performed on the designated site on the College Campus located at 1140 Umpqua College Rd, Roseburg, OR 97470. Some work performed under the Contract may require coordination with other trades and/or a general contractor. **Exhibit A - Construction Documents & Project Specifications** is attached hereto and incorporated by this reference. If there is any conflict between **Exhibit A** and the Solicitation Documents, the College’s Solicitation Documents will supersede.

| | |
|---|----------------------|
| The anticipated Project Start Date (Notice to Proceed): | June 17, 21 |
| Substantial Project Completion Date: | Sept 03, 2021 |
| Final Project Completion Date: | Sept 17, 2021 |

Extra Work (Changes to Project Scope of Work)

Excluding onsite verbal adjustments, no claim for extra work will be considered or allowed unless the College’s Project Manager, i.e., Director of Facilities and Security **Jess Miller**, or his designee have previously ordered such extra work and the Contractor has provided a written quotation for the extra work. The written quotation will include, at a minimum, the following:

1. A description of the project including a list of tasks and a project schedule.
2. The cost of labor including a breakdown of standard hours and, if applicable, overtime hours.
3. The cost of parts.

No extra work will begin prior to the Contractor receiving notification from the College to proceed. Notification may be verbal, hand-written, or via an electronic method e.g. email or facsimile.

Industry Standards

The Contractor shall meet or exceed the highest standards prevalent in the industry or business most closely involved in providing the Goods and Services that the College is purchasing. Contractor shall perform the work expeditiously in conformance to this Scope of Work/Specifications, all applicable codes, and the requirements of any resulting Contract.

Prevailing Wage Rates

The Contract may be amended as necessary to provide for payment adjustments to reflect changes in the Oregon Prevailing Wage Rate should that rate apply. Rate adjustments will be no more frequently than every six months, but no increase or decrease shall exceed the percentage change in the rate published by the Oregon Bureau of Labor and Industries.

All workers under any Contract shall be paid not less than the wage rate established under the Oregon Prevailing Wage Rate Law for any work performed under this Contract that is \$50,000 or greater, or when performing work on a project where the total project cost is \$50,000 or greater.

When the Oregon Prevailing Wage rate requirements govern, the Contractor shall comply fully with ORS 279C.800 to 279C.870, which provides in part for the payment of prevailing wage rates, including fringe benefits, as determined by the Commissioner of the Bureau of Labor and Industries, and the posting of the applicable prevailing wage rates at the job site, payroll certification requirements, and other provisions.

If either the Oregon Prevailing Wage rate or the Federal Davis-Bacon Act is in effect for a project, prevailing wage statements are to accompany any Application for Payment.

Acceptance of Work

The College will be responsible for determining the performance of Contractor's work. Services provided by the Contractor shall be subject to monitoring and acceptance by the College's Project Manager, i.e., Director of Facilities and Security **Jess Miller** or his designee.

Licenses/Certifications

Contractor shall possess and maintain all certifications and licensing as needed or required to provide the services. The work shall be performed by licensed, qualified, and trained personnel.

Equipment and Transportation

Contractor shall be responsible for providing Contractor's own tools and equipment, including but not limited to, small tools (tape measures, hand levels, etc.), tools related to the construction profession, cellular telephones, cameras, and computer equipment to be used by Contractor staff and agents in performing the services.

Contractor shall be responsible for providing Contractor's own personal safety equipment, including but not limited to, protective clothing, hard-hats, safety glasses, hearing protection, hand protection, and safety shoes or boots to be used by Contractor staff and agents in performing the services.

The Contractor shall be responsible for all transportation costs required to perform the services including providing its own trucks and vehicles that shall be licensed for use on public streets. All Contractor personnel operating the vehicles shall possess a valid driver's license and be able to operate a motor vehicle.

D. Special Terms and Conditions

Liquidated Damages

Time is a condition of this Contract. In the event of failure on the part of the Contract Awardee to complete the work in the manner specified and within the timeframe established in the Contract or any extension thereof, the Contract Awardee shall pay to the College liquidated damages as defined in **Exhibit F**, Liquidated Damages. The parties agree such amount is a reasonable estimate of the amount of damage suffered by the College in the event of a delay in completion, in light of the anticipated harm caused by the breach, of the difficulty of proof of loss, and the inconvenience or non-feasibility of otherwise obtaining all adequate remedy.

Confidential/Proprietary Information

Any Contractor awarded a Contract as a result of this ITB will treat as confidential all the College's information in its possession and will take precautions to not reproduce, copy, duplicate, disclose or in any way treat the information supplied by the College in any manner except as specified by this agreement. Any successful Contractor agrees to exercise extreme caution and discretion in safeguarding the College's information and materials.

Method of Payment

1. Applications for progress payments shall be made in writing and in detail on forms approved by the College.
 - a. All labor and materials must be accepted by the College before applications for payment will be approved.
2. The Contractor shall receive payments by process of invoice submittal and College issued check.