



## CONTRA COSTA COMMUNITY COLLEGE

D-4009 Replacement of Main Electrical Switchgear  
Diablo Valley College

Date: March 22, 2018

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### NOTICE TO ALL CONTRACTORS

You are hereby notified of the following changes, clarifications and/or modifications to the original Contract Documents, Project Manual, Drawings, Specifications and/or previous Addenda. This Addendum shall supersede the original Contract Documents and previous Addenda wherein it contradicts the same, and shall take precedence over anything to the contrary therein. All other conditions remain unchanged.

This Addendum forms a part of the Contract Documents and modifies the original Contract Documents dated **February 6, 2018 (DSA Approved Set)**. Acknowledge receipt of this Addendum in space provided on the Bid Proposal Form. Failure to acknowledge may subject Bidder to disqualification.

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#### A. Clarifications

- QUESTION:** Area Drawings E202, E203, and E204 show (2) 2" Conduits and (6) 4" Conduits going from (N) MAIN SWGR to MH1A, MH2A, and MH3A. Panel Schedule Drawing E104 only shows (2) 2" Conduits going to MH1A, and (1) 2" Conduit going to MH2A and MH3A. Please clarify as to the correct number of conduits for each manhole.

**RESPONSE:** The quantity and size of conduits shown on Area Drawings E202, E203 and E204 are correct. The intent of conduits indicated in Drawing E104 – Conduit/Wiring Block Diagram is only for low voltage wiring to sump pump from existing panel DLA.
- QUESTION:** Area Drawings E202 and E203 show (4) 4" Conduits going from the Existing Utility Shed to the new PB-5KV. Drawing E400 shows (3) 4" Conduits and (1) 2" Conduit going from the Existing Utility Shed to the new PB-5KV. Drawing E104 also shows (1) 2" Conduit for this run. Please clarify.

**RESPONSE:** Refer to Item 1, Plan Revision.

**3. QUESTION:** The “Manhole Lighting and Sump Pump Power Plan” for MH1A, MH2A, and MH3A on Drawing E310 shows (1) 2” Conduit going to a Junction Box with the note “To (N) Load Center in (E) Utility Shed, see sheet E401.” From the drawings, none of these 3 manholes intercept with any conduit or wire coming from the (E) Utility Shed. Please clarify.

**RESPONSE:** Refer to Item 2, Plan Revision.

**4. QUESTION:** E310 states that the “Manhole Lighting and Sump Pump Power Plan” only applies to MH1A, MH2A, and MH3A. Please provide a power plan for PB-5KV.

**RESPONSE:** The “Manhole Lighting and Sump Pump Power Plan” ALSO applies to PB-5KV.

**B. Plan Revisions**

- 1. Sheet No. E400** – (E0 UTILITY SHED, (NO UNDERGROUND CONDUIT PLAN AND (NO LIGHTING AND FIRE ALARM PLAN; On Dwg. E400, Change from (N) 3-4”C & 1-2”C to (N) 4-4”C. Stub-out 3-4”C into wireways and then to transformer. Stub-out 1-4”C into a wireway and continue from wireway with 2”C and wires to (N) loadcenter for power to sump pump.
- 2. Sheet No. E310** – ELECTRICAL TYPICAL DETAILS, NEW MANHOLE AND NEW DUCTBANK, SHEET 2 OF 2; In reference to “Manhole Lighting and Sump Pump Power Plan for MH1A, MH2A, and MH3A”, Replace note “TO (N) LOAD CENTER IN (E) UTILITY SHED, SEE SHEET E401” with “SEE DRAWING E104 FOR CONDUIT/WIRING BLOCK DIAGRAM”.

**C. Specifications**

- 1. Specification Section 00100 – Notice Inviting Bids.** Replaced in its entirety.
- 2. Specification Section 00600 – Construction Agreement.** Replaced in its entirety.
- 3. Project Stabilization Agreement and Amendment #1.** Added in its entirety.
- 4. Specification Section 01505 – Construction Waste Management - 1.5-C.** Replace Item 2 and 3. With the following:
  2. California Department of Resources Recycling and Recovery (also known as CalRecycle)
  3. Office of Land and Emergency Management (OLEM)

**D.** If you have any questions regarding this Addendum, please contact:

**Jovan Esprit, Contracts Manager**  
**Contra Costa Community College District**  
**500 Court St., Martinez, CA 94553**  
**Email: jesprit@4cd.edu ;**

## **ADDENDUM # 3**

DSA Appl. # 01-117152

All other terms and conditions of BID are to remain the same.

**Douglas Yung, Principal**

**YEI Engineers, Inc.**

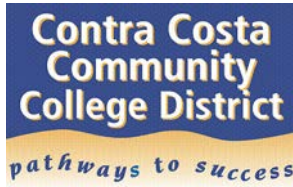
**7677 Oakport Street, Suite200**

**Oakland, CA 94621**

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Engineer of Record: Douglas Yung, PE

**END OF ADDENDUM # 3**



Section 00100  
NOTICE INVITING BIDS

D-4009 REPLACEMENT OF MAIN ELECTRICAL SWITCHGEAR  
DIABLO VALLEY COLLEGE  
321 GOLF CLUB ROAD, PLEASANT HILL, CA 94523

NOTICE IS HEREBY GIVEN that the Governing Board of the Contra Costa Community College District (District), Martinez, California, will receive sealed bid proposals for the furnishing of all labor, materials, equipment, transportation and services for the construction of the project entitled D-4009 Replacement of Main Electrical Switchgear.

Construction Cost Estimate (Range): **\$ 1,500,000.00 to \$ 2,000,000.00;**  
License Required: **B-General Building Contractor**  
**C-10 Electrical**

In general, the Work consists of the following:

Replace the existing indoor 5kV metal-clad switchgear metal-with new standard outdoor (non-walk-in) metal clad switchgear located in an outdoor equipment pad adjacent to the Engineering Technology building. Related electrical work includes, but not limited to, new outdoor pad mounted oil filled transformer, underground electrical ductbanks, manholes with sump pumps, cables, splices, terminations, grounding system, testing and related miscellaneous incidentals. Also, disconnect and removal of cables and related materials in existing manholes. Civil site work includes, but not limited to, excavation, concrete equipment pad, equipment anchoring, trenching, storm drain line, pavement repair and landscape restoration. Furnish, install and test required equipment, materials and incidentals for a fully operating and functioning electrical distribution system.

The District does not provide hardcopies of bid documents or reimburse cost of printing, delivery, or any expenses related to the bidding process.

For information directly from the District, you may also log in to the District Website: <http://www.4cd.edu/webapps/PurchasingViewBids/default.aspx>. Project documents available include but are not limited to plans, specifications, addenda, bidders lists, bid results, etc., and can be viewed on this District webpage.

This project is subject to the terms and conditions of a Project Stabilization Agreement (PSA) executed between the Contra Costa Community College District and the Contra Costa County Building & Construction Trades Council ("Council") and its affiliated local signatory unions.

All questions related to this project must be in writing and are directed to:

**Jovan Esprit – Contracts Manager**  
**Contra Costa Community College District**  
**500 Court St., Martinez, CA 94553**  
**Email: [jesprit@4cd.edu](mailto:jesprit@4cd.edu) ;**

Each bid shall be made on the bid form, which is included in the Bid Documents and when submitted, shall be accompanied by a Bid Bond or Certified Cashier's Check in the amount of 10% of bid (made payable to the Contra Costa Community College District). The District reserves the right to forfeit Bid Bond submitted for failure of the successful bidder to secure Payment & Performance Bonds.

**Important Information:**

**Pre-Bid Meeting and Job Walk, Date / Time:** **March 5, 2018 (Monday) at 2:00 PM (MANDATORY)**  
**Pre-Bid Meeting and Job Walk , Location:** **Construction Mgt. Trailer – Engineering Technology Bldg.  
 Diablo Valley College  
 321 Golf Club Road  
 Pleasant Hill, CA 94523**

**Last Date / Time for Bidder Questions:** **March 19, 2018 (Monday) prior to 5:00 PM**  
**Last Day to Issue Addendum:** **March 26, 2018 (Monday)**  
**Bids Due No Later Than, Date / Time:** **April 2, 2018 (Monday) prior to 2:00 PM**  
**Bids Must Be Received at:** **Contra Costa Community College District (Lobby)  
 500 Court St, Martinez, CA 94553**

**Attn: Jovan Esprit – Contracts Manager (CCCCD)**

Bids must be received by the District prior to the time and by the date noted above. Bids that are not received by the District prior to the time and by the date noted above will not be accepted and will be returned to the Bidder unopened.

The successful bidder will be required to furnish a labor and material bond in an amount equal to one hundred percent (100%) of the contract price and a faithful performance bond in an amount equal to one hundred percent (100%) of the contract price, said bonds to be secured from a surety company acceptable to the Contra Costa Community College District and authorized to execute such surety in the State of California.

This project is a public works project and is subject to prevailing wage rate laws. A copy of the prevailing rates of wages is on file with the Contracts & Purchasing Office of the Contra Costa Community College District. Said rates of wages shall be included in the contract for the work by this reference.

Attention is directed to Labor Code Section 1725.5 regarding Department of Industrial Relations (DIR) contractor registration process including registration criteria and implementation of DIR registration requirements. Labor Code Section 1771.7 establishes contractor's obligation to submit Certified Pay Roll (CPR) to the Department of Labor and Standards Enforcement (DLSE) and public works monitoring and enforcement. Labor Code Section 1773.3 requires the District to submit a PWC-100 to DIR for all public works contract awarded effective January 1, 2015.

Attention is directed to Section 4100 through 4113 of the Public Contract Code concerning subcontractors.

Attention is directed to Agreement Form, Article 5, and GENERAL CONDITIONS, Article 8, paragraphs 8.4.1 and 8.4.2, regarding liquidated damages. Liquidated Damages shall be set for One Thousand Dollars (\$1,000.00) for each calendar day the work is delayed beyond Substantial Completion and Five Hundred Dollars (\$500.00) for each calendar day beyond Final Completion. The Governing Board of the Contra Costa Community College District reserves the right to reject any and all bids and/or waive any informality or irregularity in any bid received. No bidder may withdraw their Bid for a period of ninety (90) days after the date set for opening thereof.

**END OF SECTION 00100**

**SECTION 00600**

**CONSTRUCTION AGREEMENT**

**CONTRACT NO.** \_\_\_\_\_  
(Construction Agreement)

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**This Agreement shall not be enforceable until ratified and approved by the Contra Costa Community College District's Governing Board. The estimated board meeting date is April 25, 2018.**

(§1.1) Parties: (Public Agency) **CONTRA COSTA COMMUNITY COLLEGE DISTRICT**  
500 Court St, Martinez, CA 94553

(Contractor) \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(§1.2) Effective Date: \_\_\_\_\_

(§1.3) The Work: **D-4009 Replacement of Main Electrical Switchgear**

(§1.4) Completion Time: **270 Calendar Days** from the Notice to Proceed.

(§1.5.1) Liquidated Damages, Substantial Completion **\$1,000.00** / per calendar day Work is delayed

(§1.5.2) Liquidated Damages, Remaining Work, and Final Completion: **\$500** / per calendar day Remaining Work is delayed

(§1.6) Public Agency's Agent: **CONTRA COSTA COMMUNITY COLLEGE DISTRICT ("District")**

(§1.7) Contract Sum: **\_\_\_\_\_ MILLION \_\_\_\_\_ THOUSAND, \_\_\_\_\_ HUNDRED DOLLARS and NO CENTS (\$00,000,000.00)**

**2. SCOPE OF WORK:**

Replace the existing indoor 5kV metal-clad switchgear metal-with new standard outdoor (non-walk-in) metal clad switchgear located in an outdoor equipment pad adjacent to the Engineering Technology building. Related electrical work includes, but not limited to, new outdoor pad mounted oil filled transformer, underground electrical ductbanks, manholes with sump pumps, cables, splices, terminations, grounding system, testing and related miscellaneous incidentals. Also, disconnect and removal of cables and related materials in existing manholes. Civil site work includes, but not limited to, excavation, concrete equipment pad, equipment anchoring, trenching, storm drain line, pavement repair and landscape restoration. Furnish, install and test required equipment, materials and incidentals for a fully operating and functioning electrical distribution system.

**3. WORK CONTRACT, CHANGES**

(a) By their signatures below, effective on the above date, these parties promise and agree as set forth in this Agreement, incorporating by these references labor and materials contained in Section 2, Scope of Work.

- (b) Contractor shall, at Contractor's own cost and expense, and in a workmanlike manner, fully and faithfully perform and complete the work; and will furnish all materials, labor, services, equipment, and transportation necessary, convenient and proper in order fairly to perform the requirements of this contract, all strictly in accordance with the Public Agency's plans, drawings and specifications.
- (c) The work can be changed only with Public Agency's prior written order specifying such change and its cost agreed to by the parties; and the Public Agency shall never have to pay more than specified in Section 1.7 without such an order.

**4. TIME: NOTICE TO PROCEED AND ACCEPTANCE**

- (a) Contractor shall start this work as directed in the specifications or the Notice to Proceed and shall complete it as specified in Section 1, Completion Time.
- (b) Remaining Work after Substantial Completion. If the Architect or District determines that the work required by the Contract is Substantially Complete during any inspection conducted pursuant to this Agreement or Specification Section 01770, Contract Closeout Procedures, the Contractor shall be notified of that determination and the District shall determine if there is Remaining Work. A list of Remaining Work shall be issued only by the District or the Architect and only after the District has certified Substantial Completion. The District or Architect shall give the Contractor the necessary instructions for correction or completion of the Remaining Work, and the Contractor shall immediately comply with and execute such instructions within the Contract Time. Upon completion of the Remaining Work, another inspection shall be made that shall constitute the Final Inspection, provided the Remaining Work has been completed to the satisfaction of the District. If the remaining work has been completed to the satisfaction of the District, the District shall make the final acceptance and notify the Contractor in writing of this acceptance as of the date of Final Inspection.
- (c) Final Acceptance – Upon due notice from the Contractor of completion of the entire project, the District shall make an inspection. If all construction provided for and contemplated by the contract is found to be completed to the District's satisfaction then that inspection shall constitute the Final Inspection and the District shall notify the Contractor in writing of final acceptance effective as of the date of the Final Inspection.
- (d) Default for failure to Complete Remaining Work In the event the Contract Time expires before the Remaining Work is completed to the satisfaction of the District, the District may provide notice to the Contractor that the Remaining Work shall be completed by Contractor to the satisfaction of the District within ten consecutive calendar days from the date of such notice. The failure of the Contractor to satisfactorily complete the Remaining Work within the ten days shall entitle to District to declare Contractor in default and thereafter terminate the Contract. The ten-day notice provided under this paragraph shall not be construed as adding any time to the Contract Time and is a time period solely for the purposes of providing notice of default.
- (e) Application for Final Payment. After the Contractor has completed all Remaining Work to the satisfaction of the District and delivered all maintenance and operating instructions, schedules, guarantees, warranties, bonds, certificates of inspection, marked-up record documents and other documents as required by the Contract, and after the District or Architect has indicated that the work is acceptable, Contractor may make application for final payment following the Payments Procedures for progress payments. The final application for payment shall be accompanied by all documentation called for in the Contract Documents, together with complete and legally effective releases or waivers (satisfactory to the District) of all liens arising out of or filed in connection with the work on the project.

- (f) Final Payment and Acceptance. If the Architect determines that the work has been completed and the Contractor's other obligations under the Contract have been fulfilled, the Architect shall, within ten working days after receipt of the final application for payment, indicate in writing the Architect's recommendation of payment and present the application to District for payment. Thereupon the Architect shall prepare a Certificate of Final Completion. Otherwise, Architect shall return the application to Contractor indicating in writing the reasons for refusing to recommend final payment. Contractor shall make the corrections identified in the Architect's refusal to recommend final payment. Thirty days after presentation to District of the application and accompanying documentation, with the Architect's recommendation and notice of acceptability of the work, the amount recommended by Architect shall be come due and payable by District to Contractor.

**5. LIQUIDATED DAMAGES**

**5.1 LIQUIDATED DAMAGES - SUBSTANTIAL COMPLETION**

If the Contractor fails to complete this contract and this Work within the time fixed therefore, allowance being made for contingencies as provided herein, Contractor becomes liable to the Public Agency for all its loss and damage there from; and because, from the nature of the case, it is and will be impracticable and extremely difficult to ascertain and fix the Public Agency's actual damage from any delay in performance hereof, it is agreed that Contractor will pay as liquidated damages to the Public Agency the reasonable sum specified in Section 1, the result of the parties' reasonable endeavor to estimate fair average compensation therefore, for each calendar day's delay in finishing said Work or Phase of Work; and if the same be not paid, Public Agency may, in addition to its other remedies, deduct the same from any money due or to become due Contractor under this Contract. If the Public Agency for any cause authorizes or contributes to a delay, suspension of work or extension of time, its duration shall be added to the time allowed for completion, but it shall not be deemed a waiver nor be used to defeat any right of the Agency to damages for non-completion or delay hereunder. Pursuant to Government Code Section 4215, the Contractor shall not be assessed liquidated damages for delay in completion of the work, when such delay was caused by the failure of the Public Agency or the owner of a utility to provide for removal or relocation of existing utility facilities.

**5.2 LIQUIDATED DAMAGES-THE REMAINING WORK.**

The Remaining Work, as such work is determined by the Public Agency or Public Agency's Representative, shall be completed within the Contract Time or any proper extension thereof granted by Public Agency. If the Contractor shall neglect, fail or refuse to complete the Remaining Work within the Contract Time or any proper extension thereof granted by the Public Agency, then the Contractor does hereby agree, as part consideration for the awarding of this Contract, to pay to the Public Agency the amount specified in the Contract, not as a penalty but as liquidated damages for the Remaining Work for each such breach of Contract set forth herein for each and every consecutive calendar day that the Contractor shall be in default after expiration of the Contract Time.

**6. INTEGRATED DOCUMENTS**

The plans, drawings and specifications and special provisions of the Public Agency's Notice Inviting Bids, and Contractor's accepted bid for this work are hereby incorporated into this Contract; and they are intended to cooperate, so that anything exhibited in the plans or drawings and not mentioned in the specifications or special provisions, or vice versa, is to be executed as if exhibited, mentioned and set forth in both, to the true intent and meaning thereof when taken all together; and differences of opinion concerning these shall be finally determined by the Public Agency.



**7. PAYMENT**

- (a) For strict and literal fulfillment of these promises and conditions, and full compensation for all this work, the Public Agency shall pay the Contractor the sum specified in Section 1, except that in unit price contracts the payment shall be for finished quantities at unit bid prices.
- (b) On or about the first day of each calendar month, the Contractor shall submit to the Public Agency a verified application for payment, supported by a statement showing all materials actually installed during the preceding month, the labor expended thereon, and the cost thereof; whereupon, after checking, the Public Agency shall issue to Contractor a certificate for the amount determined to be due, minus five (5%) percent thereof pursuant to the Public Agency's General Terms and Conditions, but not until defective work and materials have been removed, replaced and made good.

**8. PAYMENTS WITHHELD**

- (a) The Public Agency or its agent may withhold any payment, or because of later discovered evidence nullify all or any certificate for payment, to such extent and period of time only as may be necessary to protect the Public Agency from loss because of:
  - (1) Defective work not remedied, or work not completed, or
  - (2) Claims filed or reasonable evidence indicating probable filing, or
  - (3) Failure to properly pay subcontractors or for material or labor, or
  - (4) Reasonable doubt that the work can be completed for the balance then unpaid, or
  - (5) Damage to another contractor, or
  - (6) Damage to the Public Agency, other than damage due to delays.
- (b) The Public Agency shall use reasonable diligence to discover and report to the Contractor, as the work progresses, the materials and labor which are not satisfactory to it, so as to avoid unnecessary trouble or cost to the Contractor in making good any defective work or parts.
- (c) Thirty-five (35) calendar days after Public Agency files its notice of completion of the entire work, it shall issue a certificate to the Contractor and pay the balance of the contract price after deducting all amounts withheld under this contract, provided the Contractor shows that all claims for labor and materials have been paid, no claims have been presented to the Public Agency based on acts or omissions of the Contractor, and no liens or withhold notices have been filed against the work or site, and provided there are not reasonable indications of defective or missing work or of late-recorded notices of liens or claims against Contractor.

**9. INSURANCE**

Before the commencement of the Work, the Contractor shall purchase from and maintain in a company or companies lawfully authorized to do business in California as admitted carriers with a financial rating of at least A status as rated in the most recent edition of Best's Insurance Reports or as amended by the Supplementary General Conditions, such insurance as will protect the Public Agency from claims set forth below, which may arise out of or result from the Contractor's operations under the Contract and for which the Contractor may be legally liable, whether such operations are by the Contractor, by a Subcontractor, by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable.

- a. Claims for damages because of bodily injury, sickness, disease, or death of any person District would require indemnification and coverage for employee claim;
- b. Claims for damages insured by usual personal injury liability coverage, which are sustained by a person as a result of an offense directly or indirectly related to employment of such person by the Contractor or by another person;

- c. Claims for damages because of injury or destruction of tangible property, including loss of use resulting therefrom, arising from operations under the Contract Documents;
- d. Claims for damages because of bodily injury, death of a person, or property damage arising out of the ownership, maintenance, or use of a motor vehicle, all mobile equipment, and vehicles moving under their own power and engaged in the Work;
- e. Claims involving contractual liability applicable to the Contractor's obligations under the Contract Documents, including liability assumed by and the indemnity and defense obligations of the Contractor and the Subcontractors; and
- f. Claims involving Completed Operations, Independent Contractors' coverage, and Broad Form property damage, without any exclusions for collapse, explosion, demolition, underground coverage, and excavating. (XCU)
- g. Claims involving sudden or accidental discharge of contaminants or pollutants.

**Additional Insured Endorsement Requirement:** The Contractor shall name, on any policy of insurance, the District, Architect, Inspector, the State of California, their officers, employees, agents and independent contractors as Additional Insured. Subcontractors shall name the Contractor, the District, Architect, Inspector, Project / Construction Manager, the State of California, their officers, employees, agents and independent contractors as Additional Insured.

The Additional Insured Endorsement included on all such insurance policies shall state that coverage is afforded the additional insured with respect to claims arising out of operations performed by or on behalf of the insured. If the Additional Insured have other insurance which is applicable to the loss, such other insurance shall be on an excess or contingent basis. The insurance provided by the Contractor must be designated in the policy as primary to any insurance obtained by the Public Agency. The amount of the insurer's liability shall not be reduced by the existence of such other insurance.

**Specific Insurance Requirement:** Contractor shall take out and maintain and shall require all subcontractors, if any, whether primary or secondary, to take out and maintain:

- a) Comprehensive General Liability Insurance with an aggregate of not less than \$[2,000,000.00]; Per occurrence, \$[1,000,000.00]
- b) Automotive (any auto) where operated in amounts \$[1,000,000.00]
- c) Workers' Compensation Insurance: \$[1,000,000.00]; Contractor is aware of and complies with Labor Code Section 3700 and the Worker's Compensation Law.

## 10. BONDS

**Bond Requirements:** Prior to commencing any portion of the Work, the Contractor shall furnish separate payment and performance bonds for its portion of the Work which shall cover 100% faithful performance of and payment of all obligations arising under the Contract Documents and/or guaranteeing the payment in full of all claims for labor performed and materials supplied for the Work. All bonds shall be provided by a corporate surety authorized and admitted to transact business in California as sureties.

To the extent, if any, that the Contract Price is increased in accordance with the Contract Documents, the Contractor shall, upon request of the Public Agency, cause the amount of the bonds to be increased accordingly and shall promptly deliver satisfactory evidence of such increase to the Public Agency. To the extent available, the bonds shall further provide that no change or alteration of the Contract Documents (including, without limitation, an increase in the Contract Price, as referred to above), extensions of time, or modifications of the time, terms, or conditions of payment to the Contractor will release the surety. If the Contractor fails to furnish the required bonds, the Public Agency may terminate the Contract for cause.

On signing this contract, Contractor shall deliver to Public Agency for approval good and sufficient bonds with sureties, in amount(s), specified in the specifications or special provisions, guaranteeing faithful performance of this contract and payment for all labor and materials hereunder.

**11. FAILURE TO PERFORM**

If the Contractor at any time refuses or neglects, without fault of the Public Agency or its agent(s), to supply sufficient materials or workers to complete this agreement and work as provided herein, for a period of ten days or more after written notice thereof by the Public Agency, the Public Agency may furnish same and deduct the reasonable expenses thereof from the contract price.

**12. LAWS APPLY: General**

Both parties recognize the applicability of various federal, state and local laws and regulations, especially Chapter 1 of Part 7 of the California Labor Code (beginning with Section 1720, and including Sections 1735, 1777.5, 1777.6, forbidding discrimination) and intend that this agreement complies therewith. The parties specifically stipulate that the relevant penalties and forfeitures provided in the Labor Code, especially in Sections 1775, 1776, and 1813, concerning prevailing wages and hours, shall apply to this agreement as though fully stipulated herein.

**13. SUBCONTRACTORS**

Public Contract Code Sections 4100-4113 are incorporated herein.

**14. WAGE RATES**

- (a) Pursuant to Labor Code Section 1773, the Director of the Department of Industrial Relations has ascertained the general prevailing rates of wages per diem, and for holiday and overtime work, in the locality in which this work is to be performed, for each craft, specified in the call for bids for this work and are on file with the Public Agency, and are hereby incorporated herein.
- (b) This schedule of wages is based on a working day of eight (8) hours unless otherwise specified; and the daily rate is the hourly rate multiplied by the number of hours constituting the working day. When less than that number of hours are worked, the daily wage rate is proportionately reduced, but the hourly rate remains as stated.
- (c) The Contractor, and all subcontractors, must pay at least these rates to all persons on this work, including all travel, subsistence, and fringe benefit payments provided for by applicable collective bargaining agreements. All skilled labor not listed above must be paid at least the wage scale established by collective bargaining agreement for such labor in the locality where such work is being performed. If it becomes necessary for the Contractor or any subcontractor to employ any person in a craft, classification or type of work (except executive, supervisory, administrative, clerical or other non-manual workers as such) for which no minimum wage rate is specified, the contractor shall immediately notify the Public Agency which shall promptly determine the prevailing wage rate therefore and furnish the Contractor with the minimum rate based thereon, which shall apply from the time of the initial employment of the person affected and during the continuance of such employment.

**15. HOURS OF LABOR**

Eight hours of labor in one calendar day constitutes a legal day's work, and no worker employed at any time on this work by the Contractor or by any subcontractor shall be required or permitted to work longer thereon except as provided in Labor Code Sections 1810-1815.

**16. APPRENTICES**

Properly indentured apprentices may be employed on this work in accordance with Labor Code Sections 1777.5 and 1777.6, forbidding discrimination.

**17. PREFERENCE FOR MATERIALS**

The Public Agency desires to promote the industries and economy of Contra Costa County, and the Contractor therefore promises to use the products, workers, laborers and mechanics of this County in every case where the price, fitness and quality are at least equal.

**18. ASSIGNMENT**

This agreement binds the heirs, successors, assigns, and representatives of the Contractor; but Contractor cannot assign it in whole or in part, nor any monies due or to become due under it, without the prior written consent of the Public Agency and the Contractor's surety or sureties, unless they have waived notice of assignment.

**19. NO WAIVER BY PUBLIC AGENCY**

Inspection of the work and/or materials, or approval of work and/or materials inspected, or statement by any officer, agent or employee of the Public Agency indicating the work or any part thereof complies with the requirements of this contract, or acceptance of the whole or any part of said work and/or materials, or payments therefore, or any combination of these acts, shall not relieve the Contractor of Contractor's obligation to fulfill this contract as prescribed; nor shall the Public Agency be thereby stopped from bringing any action for damages or enforcement arising from the failure to comply with any of the terms and conditions hereof.

**20. HOLD HARMLESS AND INDEMNITY**

- (a) Contractor promises to and shall hold harmless and indemnify from the liabilities as defined in this section.
- (b) The indemnities benefited and protected by this promise are the Public Agency and its elective and appointive boards, commissions, officers, agents and employees.
- (c) The liabilities protected against are any liability or claim for damage of any kind allegedly suffered, incurred or threatened because of actions defined below, including personal injury, death, property damage, inverse condemnation, or any combination of these, regardless of whether or not such liability, claim or damage was unforeseeable at any time before the Public Agency approved the improvement plan or accepted the improvements as completed, and including the defense of any suit(s) or action(s) at law or equity concerning these.
- (d) The actions causing liability are any act or omission (negligent or non-negligent) in connection with the matters covered by this contract and attributable to the contractor, subcontractor(s), or any officer(s), agent(s), or employee(s) of one or more of them.
- (e) Non-conditions: The promise and agreement in this section is not conditioned or dependent on whether or not any Indemnities has prepared, supplied, or approved any plan(s), drawing(s), specifications(s) or special provision(s) in connection with this work, has insurance or other indemnification covering any of these matters, or that the alleged damage resulted partly from any negligent or willful misconduct of any Indemnities.

**21. EXCAVATION**

Contractor shall comply with the provisions of Labor Code Section 6705, if applicable, by submitting to Public Agency a detailed plan showing the design of shoring, bracing, sloping, or other provisions to be made for worker protection from the hazard of caving ground during trench excavation.

**22. GOVERNMENT CODE SECTION 10532**

Contractor shall be subject to the examination and audit of the Auditor General for a period of three years after final payment under the contract.

**23. WARRANTY**

(a) In addition to any other warranties or guaranties in the Contract Documents, the Contractor warrants, except as provided in paragraph (i) of this clause, that work performed under this contract conforms to the contract requirements and is free of any defect in equipment, material, or design furnished, or workmanship performed by the Contractor or any subcontractor or supplier at any tier.

(b) This warranty shall continue for a period of 1 year from the date of final acceptance of the Work, unless otherwise provided or extended in the Contract Documents. If the District takes possession of any part of the work before final acceptance, this warranty shall continue for a period of 1 year from the date the District takes possession.

(c) The Contractor shall remedy at the Contractor's expense any failure to conform, or any defect. In addition, the Contractor shall remedy at the Contractor's expense any damage to District-owned or controlled real or personal property, when that damage is the result of—

(1) The Contractor's failure to conform to contract requirements; or

(2) Any defect of equipment, material, workmanship, or design furnished.

(d) The Contractor shall restore any work damaged in fulfilling the terms and conditions of this clause. The Contractor's warranty with respect to work repaired or replaced will run for 1 year or as otherwise provided or extended from the date of repair or replacement.

(e) The District shall notify the Contractor, in writing, within a reasonable time after the discovery of any failure, defect, or damage.

(f) If the Contractor fails to remedy any failure, defect, or damage within a reasonable time after receipt of notice, the District shall have the right to replace, repair, or otherwise remedy the failure, defect, or damage at the Contractor's expense.

(g) With respect to all warranties, express or implied, from subcontractors, manufacturers, or suppliers for work performed and materials furnished under this contract, the Contractor shall—

(1) Obtain all warranties that would be given in normal commercial practice;

(2) Require all warranties to be executed, in writing, for the benefit of the District, if directed by the District; and

(3) Enforce all warranties for the benefit of the District, if directed by the District.

(h) In the event the Contractor's warranty under paragraph (b) of this clause has expired, the District may bring suit at its expense to enforce a subcontractor's, manufacturer's, or supplier's warranty.

(i) Unless a defect is caused by the negligence of the Contractor or subcontractor or supplier at any tier, the Contractor shall not be liable for the repair of any defects of material or design furnished by the District nor for the repair of any damage that results from any defect in District-furnished material or design.

(j) This warranty shall not limit the District's rights under the Inspection and Acceptance clause of this contract with respect to latent defects, gross mistakes, or fraud.

**24. CONSEQUENTIAL DAMAGES**

The Contractor and Public Agency waive Claims against each other for consequential damages arising out of or relating to this Contract. This mutual waiver includes:

- (a) Damages incurred by the Public Agency for rental expenses, for losses of use, income, profit, financing, business and reputation, and for loss of management or employee productivity or of the services of such persons; and
- (b) Damages incurred by the Contractor for principal office expenses including the compensation of personnel stationed there, for losses of financing, business and reputation, and for loss of profit except anticipated profit arising directly from the Work.

This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination. Nothing contained in this subparagraph shall be deemed to preclude an award of liquidated direct damages, when applicable, in accordance with the requirements of the Contract Documents.

**25. HAZARDOUS MATERIALS**

- (a) If reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including but not limited to asbestos, lead or polychlorinated biphenyl (PCB), encountered on the site by the Contractor, the Contractor shall, upon recognizing the condition, immediately stop Work in the affected area and report the condition to the Public Agency in writing.
- (b) The Public Agency shall obtain the services of a licensed laboratory to verify the presence or absence of the material or substance reported by the Contractor and, in the event such material or substance is found to be present, to verify that it has been rendered harmless. The Public Agency shall furnish in writing to the Contractor the names and qualifications of persons or entities who are to perform tests verifying the presence or absence of such material or substance or who are to perform the task of removal or safe containment of such material or substance. When the material or substance has been rendered harmless, Work in the affected area shall resume upon written notification from the Public Agency and Contractor. The Contract Time shall be extended appropriately.

**26. SAFETY**

- a. **Safety Programs.** In addition to and as required by other Sections of the Contract Documents, the Contractor shall be solely responsible for initiating, maintaining and supervising all safety programs required by applicable law, ordinance, regulation or governmental orders in connection with the performance of the Contract, or otherwise required by the type or nature of the Work. The Contractor's safety program shall include all actions and programs necessary for compliance with California or federally statutorily mandated workplace safety programs, including without limitation, compliance with the California Drug Free Workplace Act of 1990 (California Government Code §§8350 et seq.). Without limiting or relieving the Contractor of its obligations hereunder, the Contractor shall require that its Subcontractors similarly initiate and maintain all appropriate or required safety programs. Prior to commencement of Work, the Contractor shall meet with the campus Buildings and Grounds Manager, Project Manager, and Construction Manager to review Contractor's safety precautions and implementation of safety programs during the Work.
- b. **Safety Precautions.** In addition to and as required by other Sections of the Contract Documents, the Contractor shall be solely responsible for initiating and maintaining reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury or loss to: (i) employees on the Work and other

persons who may be affected thereby; (ii) the Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody or control of the Contractor or the Contractor's Subcontractors or Sub-subcontractors; and (iii) other property or items at the site of the Work, or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction. The Contractor shall take adequate precautions and measures to protect existing roads, sidewalks, curbs, pavement, utilities, adjoining property and improvements thereon (including without limitation, protection from settlement or loss of lateral support) and to avoid damage thereto. Without adjustment of the Contract Price or the Contract Time, the Contractor shall repair, replace or restore any damage or destruction of the foregoing items as a result of performance or installation of the Work.

- c. **Safety Signs, Barricades.** In addition to and as required by other Sections of the Contract Documents, the Contractor shall erect and maintain, as required by existing conditions and conditions resulting from performance of the Contract, reasonable safeguards for safety and protection of property and persons, including, without limitation, posting danger signs and other warnings against hazards, promulgating safety regulations and notifying Districts and users of adjacent sites and utilities.
- d. **Safety Notices.** In addition to and as required by other Sections of the Contract Documents, the Contractor shall give or post all notices required by applicable law and comply with applicable laws, ordinances, rules, regulations and lawful orders of public authorities bearing on safety of persons or property or their protection from damage, injury or loss.

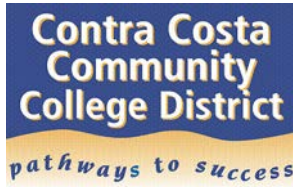
**27. PROJECT STABILIZATION AGREEMENT**

- 1. **Definitions.** As used in this clause— "Project Stabilization Agreement" (hereinafter "PSA") means the pre-hire collective bargaining agreement between the Contra Costa Community College District and the Contra Costa Building and Construction Trades Council attached to these Contract Documents which establishes the terms and conditions of employment for the Project.
- 2. **Contracts.**
  - a. The Contractor/Employer shall maintain in a current status, throughout the life of this Contract, the PSA included in these Contract Documents. By accepting the award of this Construction Contract for the Project, whether as Contractor or subcontractor, the Contractor/Employer agrees to be bound by each and every provision of the PSA, and evidence its acceptance prior to the commencement of work by executing the PSA Agreement to be Bound in the form attached to the PSA found in these Contract Documents.
  - b. **Subcontracts.** At the time that any Contractor/Employer enters into a subcontract with any subcontractor providing for the performance of the construction subcontract, the Contractor/Employer shall provide a copy of the PSA to said subcontractor and shall require the subcontractor, as a part of accepting an award of a construction subcontract, to agree in writing to be bound by each and every provision of the PSA, and agree that it will evidence its acceptance prior to the commencement of work by executing the PSA Agreement to be Bound in the form attached to the PSA found in these Contract Documents.
- 3. **Reporting.**
  - a. **PSA Preconstruction Conference.** The Contractor/Employer shall, prior to the commencement of work under this Contract, hold a Preconstruction Conference in accordance with PSA Article 5 PRECONSTRUCTION CONFERENCE which shall be attended by a representative from each Contractor/Employer, the Unions, and the District. The Contractor/Employer shall contact the Contra Costa Building and Construction Trades Council at least two (2) weeks prior to scheduling the Preconstruction Conference so that the Unions can be notified of the date, time, and place of the Conference.

- i. The Contractor/Employer shall lead the Preconstruction Conference and take minutes of the meeting.
  - ii. The Contractor/Employer shall submit written meeting minutes of the Conference in a form preapproved by the District within five (5) working days. The minutes shall include the names and organizations of each person attending the Conference. The minutes shall also include copies of the Agreements to be Bound required by this Contract and the PSA.
- b. Monthly Reporting. During each month in which construction work is performed by the Contractor/Employer or by any subcontractor, from Notice to Proceed through Notice of Completion, report the information required below to the District as a monthly administrative Submittal. These reports shall be submitted with each regularly scheduled payment application, or the application will be returned to the Contractor/Employer for resubmittal with the required reports.
  - i. New Agreements to be Bound resulting from new subcontracts, if any, entered into by each Contractor/Employer.
  - ii. Each instance during the reporting period of which a Union is unable to fill a requisition for employees thereby causing the Contractor/Employer to apply Article 8 REFERRAL Clause 8.3, to obtain qualified work persons for the Contract work.
  - iii. A summary of efforts during the reporting period to comply with the goals of Article 10 LOCAL HIRE, including a spreadsheet report of the number of hours worked by all journeymen and by all apprentices on site, and the subset of the number of hours worked by journeymen and by apprentices who are residents of Contra Costa County.
  - iv. A summary of efforts to utilize the Center for Military Recruitment, Assessment and Veterans Employment, in accordance with Article 15 HELMETS TO HARDHATS.







Section 00100  
NOTICE INVITING BIDS

D-4009 REPLACEMENT OF MAIN ELECTRICAL SWITCHGEAR  
DIABLO VALLEY COLLEGE  
321 GOLF CLUB ROAD, PLEASANT HILL, CA 94523

NOTICE IS HEREBY GIVEN that the Governing Board of the Contra Costa Community College District (District), Martinez, California, will receive sealed bid proposals for the furnishing of all labor, materials, equipment, transportation and services for the construction of the project entitled D-4009 Replacement of Main Electrical Switchgear.

Construction Cost Estimate (Range): **\$ 1,500,000.00 to \$ 2,000,000.00;**  
License Required: **B-General Building Contractor**  
**C-10 Electrical**

In general, the Work consists of the following:

Replace the existing indoor 5kV metal-clad switchgear metal-with new standard outdoor (non-walk-in) metal clad switchgear located in an outdoor equipment pad adjacent to the Engineering Technology building. Related electrical work includes, but not limited to, new outdoor pad mounted oil filled transformer, underground electrical ductbanks, manholes with sump pumps, cables, splices, terminations, grounding system, testing and related miscellaneous incidentals. Also, disconnect and removal of cables and related materials in existing manholes. Civil site work includes, but not limited to, excavation, concrete equipment pad, equipment anchoring, trenching, storm drain line, pavement repair and landscape restoration. Furnish, install and test required equipment, materials and incidentals for a fully operating and functioning electrical distribution system.

The District does not provide hardcopies of bid documents or reimburse cost of printing, delivery, or any expenses related to the bidding process.

For information directly from the District, you may also log in to the District Website: <http://www.4cd.edu/webapps/PurchasingViewBids/default.aspx>. Project documents available include but are not limited to plans, specifications, addenda, bidders lists, bid results, etc., and can be viewed on this District webpage.

This project is subject to the terms and conditions of a Project Stabilization Agreement (PSA) executed between the Contra Costa Community College District and the Contra Costa County Building & Construction Trades Council ("Council") and its affiliated local signatory unions.

All questions related to this project must be in writing and are directed to:

**Jovan Esprit – Contracts Manager**  
**Contra Costa Community College District**  
**500 Court St., Martinez, CA 94553**  
**Email: [jesprit@4cd.edu](mailto:jesprit@4cd.edu) ;**

Each bid shall be made on the bid form, which is included in the Bid Documents and when submitted, shall be accompanied by a Bid Bond or Certified Cashier's Check in the amount of 10% of bid (made payable to the Contra Costa Community College District). The District reserves the right to forfeit Bid Bond submitted for failure of the successful bidder to secure Payment & Performance Bonds.

**Important Information:**

**Pre-Bid Meeting and Job Walk, Date / Time:** **March 5, 2018 (Monday) at 2:00 PM (MANDATORY)**  
**Pre-Bid Meeting and Job Walk , Location:** **Construction Mgt. Trailer – Engineering Technology Bldg.  
 Diablo Valley College  
 321 Golf Club Road  
 Pleasant Hill, CA 94523**

**Last Date / Time for Bidder Questions:** **March 19, 2018 (Monday) prior to 5:00 PM**  
**Last Day to Issue Addendum:** **March 26, 2018 (Monday)**  
**Bids Due No Later Than, Date / Time:** **April 2, 2018 (Monday) prior to 2:00 PM**  
**Bids Must Be Received at:** **Contra Costa Community College District (Lobby)  
 500 Court St, Martinez, CA 94553**

**Attn: Jovan Esprit – Contracts Manager (CCCCD)**

Bids must be received by the District prior to the time and by the date noted above. Bids that are not received by the District prior to the time and by the date noted above will not be accepted and will be returned to the Bidder unopened.

The successful bidder will be required to furnish a labor and material bond in an amount equal to one hundred percent (100%) of the contract price and a faithful performance bond in an amount equal to one hundred percent (100%) of the contract price, said bonds to be secured from a surety company acceptable to the Contra Costa Community College District and authorized to execute such surety in the State of California.

This project is a public works project and is subject to prevailing wage rate laws. A copy of the prevailing rates of wages is on file with the Contracts & Purchasing Office of the Contra Costa Community College District. Said rates of wages shall be included in the contract for the work by this reference.

Attention is directed to Labor Code Section 1725.5 regarding Department of Industrial Relations (DIR) contractor registration process including registration criteria and implementation of DIR registration requirements. Labor Code Section 1771.7 establishes contractor's obligation to submit Certified Pay Roll (CPR) to the Department of Labor and Standards Enforcement (DLSE) and public works monitoring and enforcement. Labor Code Section 1773.3 requires the District to submit a PWC-100 to DIR for all public works contract awarded effective January 1, 2015.

Attention is directed to Section 4100 through 4113 of the Public Contract Code concerning subcontractors.

Attention is directed to Agreement Form, Article 5, and GENERAL CONDITIONS, Article 8, paragraphs 8.4.1 and 8.4.2, regarding liquidated damages. Liquidated Damages shall be set for One Thousand Dollars (\$1,000.00) for each calendar day the work is delayed beyond Substantial Completion and Five Hundred Dollars (\$500.00) for each calendar day beyond Final Completion. The Governing Board of the Contra Costa Community College District reserves the right to reject any and all bids and/or waive any informality or irregularity in any bid received. No bidder may withdraw their Bid for a period of ninety (90) days after the date set for opening thereof.

**END OF SECTION 00100**