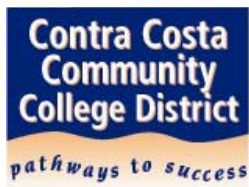


ADDENDUM #1



CONTRA COSTA COMMUNITY COLLEGE DISTRICT

D-4012 DVC PEK – TEMP POWER
Diablo Valley College
321 Golf Club Road, Pleasant Hill, CA 94523

Date: 5/12/2020

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 May 4, 2020. Acknowledgement of receipt of this addendum in the space provided in the Bid Proposal Form. Failure to acknowledge may subject proposer to disqualification.

A. Deletions, Additions, Changes, Revisions

Item:

1. Revisions:

a. Drawings

- i. Replace drawing sheet E1.01 in its entirety.
 1. Note B10 added for use of PVC jacketed MC cable
 2. Alternate temp power route directly from Gym to Women's locker is acceptable
 3. Clarification on existing power to modulators to remain

b. Specification section 00100

- i. Scope updated as follows:
 1. Scope item 1 - Delete "...removal of temp wiring, poles and equipment."
 2. Delete scope item 2 - "Transfer/reconfiguration of temp power supply when MS1A is installed (by others) prior to August 9, 2021."

c. Specification section 00600

- i. Replace section 00600 Construction Agreement with revised section 00600 (scope modified as noted in section 00100 changes).

2. Questions & Responses

- a. **What is the roof structure? Response:** Wood deck – see existing building drawings included on 4cd website for reference.
- b. **Is weatherproof MC cable acceptable in lieu of conduit on roofs? Response:** Yes, see

ADDENDUM #1

Addendum 1 Sheet E1.01.

- c. **Does power need to go to Modulars? Response:** Power to modulars from Women's Locker is existing and remains.
- d. **Does temp power to Women's Locker need to follow existing pole route? Response:** No, temp power can route direct from gym roof; see Addendum 1 Sheet E1.01.

=====

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

Mr. Ben Cayabyab, Contracts Manager
Contra Costa Community College District
500 Court St., Martinez, CA 94553
Email: bcayabyab@4cd.edu

Copy to:
Mr. Rob Mohr, Sr. Construction Manager
c/o Diablo Valley College District Construction Office
321 Golf Club Road, Pleasant Hill, CA 94523
Email: robm@csipm.com

END OF ADDENDUM #1

HMC Architects

5036004000

1111 Broadway, Floor 3
Oakland, CA 94607
T 510 250 8223 / www.hmcarchitects.com

ISSUE:

No.	Issued	Date	No.	Issued	Date
ASH-10	Response to	11.22.2019	r1	Owner's Comments	
ASH-10	Response to	03.06.2020	r2	Owner's Comments	
ADDENDUM #1		5/12/2020			

Keynotes:

GENERAL NOTES

- A. CAUTION: EXISTING UNDERGROUND UTILITIES AND STRUCTURES ARE KNOWN TO EXIST ON THE PROJECT SITE. CONTRACTOR TO MAKE USE OF ALL CONSTRUCTION DOCUMENTS TO ASSIST IN LOCATING THE UNDERGROUND UTILITIES AND STRUCTURES. NO REPRESENTATION AS TO ACCURACY OR COMPLETENESS OF THE LOCATION OF THE UNDERGROUND UTILITIES OR STRUCTURES EXISTS. FIELD VERIFY EXISTING SITE CONDITIONS FOR TRENCHING REQUIREMENTS. ELECTRICAL ROUTING SHOWN ON ELECTRICAL SITE PLANS DIAGRAMATIC. REFER TO SINGLE LINE DIAGRAM FOR FEEDER QTY AND SIZES.
- B. MEDIUM VOLTAGE EQPT AND CABLING SHOWN AS EXISTING WILL BE PROVIDED UNDER SEPARATE DSA PACKAGE "SITE UTILITIES".
- C. CONTRACTOR TO EXERCISE PRECAUTIONARY MEANS INCLUDING HAND DIGGING OR VACUUM EXCAVATION TO PROTECT THE EXISTING UTILITIES AND STRUCTURES WHERE EXACT LOCATIONS OF UTILITIES AND STRUCTURES CAN NOT BE DETERMINED HAND OR VACUUM EXCAVATION WILL BE REQUIRED.
- D. PULL BOX MINIMUM DIMENSIONS 17" X 30" UON. CHRISTY BOX N36
- E. PROVISIONS SHALL BE MADE TO DISCONNECT EXISTING EQUIPMENT AND RECONNECT NEW EQUIPMENT WITH MINIMAL POWER DISRUPTION.

TEMPORARY POWER SCOPE OF WORK DESCRIPTIONS

- A. RANGER CONSTRUCTION ASI-10 SCOPE OF WORK. COMPLETED BY OTHERS
- B. TEMPORARY POWER CONSTRUCTION.
- C. PHASE 1 WORK.

TEMPORARY POWER CONNECTION GENERAL NOTES

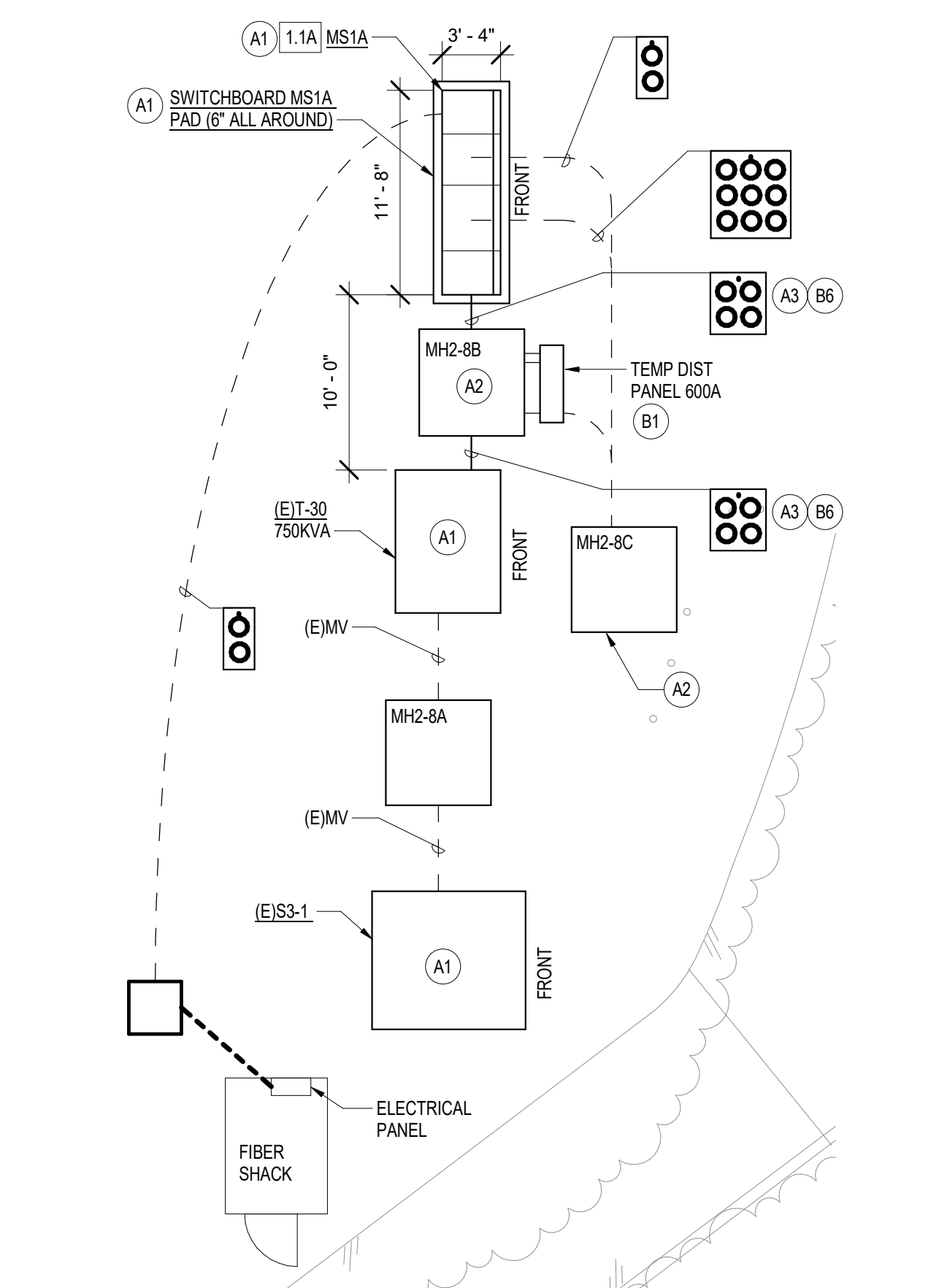
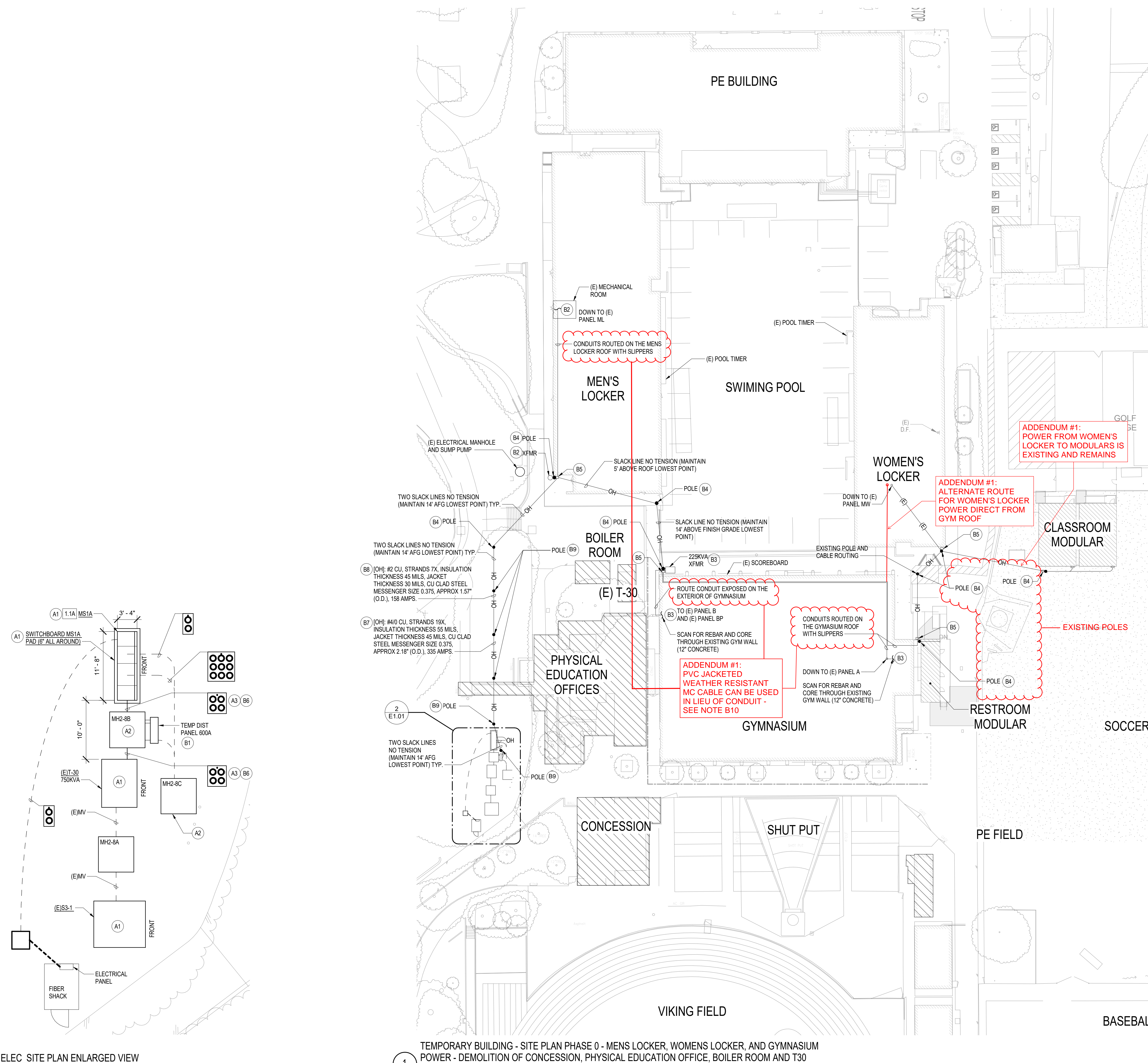
- A1. EXISTING SWITCH S3-1 AND EXISTING TRANSFORMER T-30 ARE INSTALLED ON SEPARATE CONTRACT. THE SCOPE OF WORK UNDER PHASE 0 WILL PROVIDE SWITCHBOARD MS1A. PROVIDE 4-4" CONDUIT VIA EXISTING JOINT TRENCH AND SHALL PEEL OFF THE EXISTING JOINT TRENCH AND HEAD OFF TOWARD THE SWITCHBOARD MS1A.
- A2. PROVIDE CHRISTY BOX T99V, 3' X 3' X 5' FOR MANHOLE MH2-8B AND MANHOLE MH2-8C. PROVIDE 3-4" CONDUITS FOR ONE DUCT BANK, 3-2" CONDUITS AND 3-4" CONDUITS FOR SECOND DUCT BANK ROUTED TO MANHOLE MH2-8C.
- A3. PROVIDE MANHOLE MH2-8B ABOVE EXISTING 4-4" CONDUITS FROM EXISTING TRANSFORMER T-30 HEADING NORTH, INTERCEPT AND TERMINATE THE EXISTING 4-4" CONDUITS TO MANHOLE MH2-8B.
- B1. PROVIDE TEMPORARY DISTRIBUTION PANEL 600A, 480/277V, NEMA 3R. REFER TO SINGLE LINE DIAGRAM E5.01 FOR CONNECTIONS AND ADDITIONAL INFORMATION.
- B2. PROVIDE TEMPORARY 75 KVA, 480V-120/208V, 3 PHASE, 4 WIRE, NEMA 3R TRANSFORMER. TRANSFORMER SHALL FEED EXISTING PANEL ML LOCATED IN THE MEN'S LOCKER.
- B3. PROVIDE TEMPORARY 225 KVA, 480V-120/208V, 3 PHASE, 4 WIRE, NEMA 3R TRANSFORMER. TRANSFORMER SHALL FEED EXISTING PANEL BP, EXISTING PANEL A AND EXISTING PANEL B LOCATED IN THE GYMNASIUM, EXISTING PANEL MW LOCATED THE WOMEN'S LOCKER, MODULAR CLASSROOMS AND MODULAR RESTROOM.
- B4. PROVIDE 30 FEET WOODEN POLE TO MOUNT AERIAL CABLES MATCH EXISTING POLE LOCATED NEAR THE WOMEN'S LOCKER. INSTALL PER PG&E TEMPORARY STANDARDS.
- B5. PROVIDE WEATHERPROOF JUNCTION BOX TO TRANSITION FROM AERIAL CABLES TO BUILDING THINWALL CABLES.
- B6. PROVIDE MULTIPLE CABLES FOR CONNECTIONS FROM EXISTING TRANSFORMER T-30 TO INSTALLED SWITCHBOARD MS1A.
- B7. WHEN SWITCHBOARD MS1A IS INSTALLED, REMOVE TEMPORARY DISTRIBUTION PANEL MAIN 800A CIRCUIT BREAKERS CONNECTION FROM EXISTING TRANSFORMER T-30 AND CONNECT TO SWITCHBOARD MS1A. CONNECTION OF TEMPORARY DISTRIBUTION PANEL WITH 250A CIRCUIT BREAKER TO OVERHEAD AERIAL CABLES 3 # 4/0 SHALL POWER THE GYMNASIUM, WOMEN'S LOCKER, CLASSROOM MODULAR AND RESTROOM MODULAR VIA 225 KVA TRANSFORMER.
- B8. WHEN SWITCHBOARD MS1A IS INSTALLED, REMOVE TEMPORARY DISTRIBUTION PANEL MAIN 800A CIRCUIT BREAKERS CONNECTION FROM EXISTING TRANSFORMER T-30 AND CONNECT TO SWITCHBOARD MS1A. CONNECTION OF TEMPORARY DISTRIBUTION PANEL WITH 150A CIRCUIT BREAKER TO OVERHEAD AERIAL CABLES 3 # 2 SHALL POWER THE MEN'S LOCKER VIA 75 KVA TRANSFORMER.



1.1A SWITCHBOARD RELOCATING

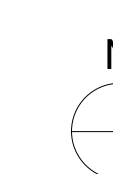
- B9. PROVIDE WOODEN UTILITY POLE COMPLYING WITH PG&E TEMPORARY UTILITY POLE INSTALLATION REQUIREMENTS (30' HEIGHT NOT REQUIRED AT THESE LOCATIONS).

B10. For temporary power PVC jacketed MC cable type can be used. Up size conductor for Aluminum equivalent and temperature derating. Use approved bi-metallic connectors for connection to transformer and panels with copper lugs. These are for temporary power connections only. Provide proper supports and mounting for PVC coated MC cable conductors, especially routed on the roof, follow CEC and manufacturer guidelines and suggestions.



2 ELEC. SITE PLAN ENLARGED VIEW
1/8" = 1'-0"

1 TEMPORARY BUILDING - SITE PLAN PHASE 0 - MENS LOCKER, WOMENS LOCKER, AND GYMNASIUM POWER - DEMOLITION OF CONCESSION, PHYSICAL EDUCATION OFFICE, BOILER ROOM AND T30
1" = 30'-0"



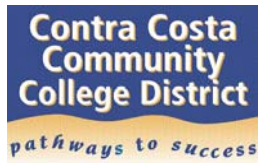
File No.:
Facility:
DIABLO VALLEY COLLEGE
CONTRA COSTA CCD
321 GOLF CLUB RD
PLEASANT HILL, CA 94523
Project:
DVC UNDERGROUND UTILITIES

Sheet Title:
DVC PEK - TEMPORARY BUILDING PHASE 0 - DEMO PE OFFICES, CONCESSION, BOILER ROOM AND T30

ASI - 010r3

Date: 05/04/2020 Client Project No: D-4012

Sheet:



**SECTION 00100
NOTICE INVITING BIDS
(INFORMAL BIDS)**

D-4012 DVC PEK – TEMP POWER

DIABLO VALLEY COLLEGE
321 Golf Club Rd, Pleasant Hill, CA 94523

SCOPE OF WORK: Work includes, but is not limited to:

Provide all materials, labor and equipment to install temporary power distribution including, but not limited to temp breakers, transformers, wiring and poles per items B1-B5 on HMC 5/04/2020 DVC PEK – Temporary Building Phase 0 drawings Sheet E1.01 and associated work on Single Line sheet E5.01. Note alternate wiring and transformer options in Sheet Notes 1 & 2 on E5.01. Work includes one roof penetration each to Men’s and Women’s Locker electrical room and a wall penetration on the east and the west side of the Gym to feed existing electrical panels. See Supplementary General Conditions Section 00800 for required install dates and durations. Base bid price to include:

1. Installation & equipment cost for required durations (including total monthly leasing cost where applicable).

Important Information:

Pre-Bid Meeting & Job Walk:	N/A
Cost Estimate (Range):	\$100,000 to \$125,000
CA License Required:	C10 - Electrical
BIDS DUE:	Friday, May 15, 2020 prior to 2PM
Via email to:	Ben Cayabyab - bcayabyab@4cd.edu Cc: Rob Mohr - dvcbids@csipm.com

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 will be included in the contract for the work.

Attention is directed to Section 4100 through 4113 of the Public Contract Code concerning Subcontractors, with emphasis on Section 4104, known as the “Subletting and Subcontracting Fair Practices Act, effective July 1, 2014.

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.

Failure to submit all of the above may cause your bid to be non-responsive and disqualified for contract award.

All questions related to this project are to be directed *in writing, no later than 5:00 PM 5/11/2020*, for any addenda to be issued by **Ben M. Cayabyab, Contracts Manager** (Interim), Contra Costa Community College District, **Email:** bcayabyab@4cd.edu, cc: dvcbids@csipm.com.

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.

Certificates of Liability Insurance with proper endorsements shall be required for the successful bidder.

The contract time is **18 Calendar Days** between the Notice to Proceed date and the contract Substantial Completion date. Liquidated Damages shall be set for **One Thousand (\$1000.00)** for each Calendar Day the Work is delayed beyond the contract Substantial Completion date; and **Five Hundred Dollars (\$500.00)** for each Calendar Day Remaining Work is delayed beyond the Contract Final Completion Date. 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 fifteen (15) Calendar Days after the date set for opening thereof.

END OF SECTION



CONTRACT NO. _____
(Construction Agreement)

=====

1. **SPECIAL TERMS.** These special terms are incorporated below by reference.

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

(Contractor) _____
Address: _____

(§1.2) Effective Date: See Section (§1.4) Completion Time, below

(§1.3) The Work: D-4012 DVC PEK – Temp Power

(§1.4) Completion Time: **18 Calendar Days** from the Notice to Proceed to Substantial Completion, and **14 Calendar Days** from Substantial Completion to Final Completion (Remaining Work).

(§1.5.1) Liquidated Damages, Substantial Completion: **\$1000** per Calendar Day beyond the Contract Substantial Completion Date.

(§1.5.2) Liquidated Damages, Remaining Work/Final Completion: **\$500/** per Calendar Day Remaining Work is delayed beyond the Contract Final Completion Date.

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

(§1.7) Contract Price: _____

2. **SCOPE OF WORK**

Provide all materials, labor and equipment to install temporary power distribution including, but not limited to temp breakers, transformers, wiring and poles per items B1-B5 on HMC 5/04/2020 DVC PEK – Temporary Building Phase 0 drawings Sheet E1.01 and associated work on Single Line sheet E5.01. Note alternate wiring and transformer options in Sheet Notes 1 & 2 on E5.01. Work includes one roof penetration each to Men’s and Women’s Locker electrical room and a wall penetration on the east and the west side of the Gym to feed existing electrical panels. See Supplementary General Conditions Section 00800 for required install dates and durations. Base bid price to include:

1. Installation & equipment cost for required durations (including total monthly leasing cost where applicable).

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 Scope of Work in Section 2 above, and the Public Agency's plans, drawings and specifications, and with Supplementary General Conditions, if any.
- (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 7 without such an order.

4. TIME: NOTICE TO PROCEED

Contractor shall start this work as directed in Section 1.4 Completion Time above or as directed by the Notice to Proceed, if any, and shall complete it as specified in Section 1.4, Completion Time.

5. LIQUIDATED DAMAGES

If the Contractor fails to complete this contract and this work within the time fixed therefore, allowance being made for contingencies as provided herein, he 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; 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.

6. INTEGRATED DOCUMENTS

The plans, drawings and specifications or special provisions of the Public Agency's call for 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, but not until defective work and materials have been removed, replaced and made good. Payment of the approved amount will be made to the Contractor within 30 calendar days from the date the Public Agency approves in writing the Contractor's application for payment.

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, or a District approved equal, 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, 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

(Not Required for Public Projects below \$25,000; Civil Code 9550; Public Contract Code 7103.)

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, 1777.6, and 1813, concerning prevailing wages and hours, shall apply to this agreement as though fully stipulated herein.

13. REGISTRATION WITH DEPARTMENT OF INDUSTRIAL RELATIONS

Contractor shall be registered pursuant to Section 1725.5 of the California Labor Code to be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any public work contract that is subject to the requirements of Section 1725.5. For the purposes of this requirement, "contractor" includes a subcontractor as defined by Labor Code Section 1722.1.

The requirement to list only registered contractors and subcontractors on bids becomes effective on March 1, 2015. The requirement to only use registered contractors and subcontractors on public works projects applies to all projects awarded on or after April 1, 2015.

14. SUBCONTRACTORS

Public Contract Code Sections 4100-4113 are incorporated herein.

15. 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.

16. 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.

17. APPRENTICES

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

18. SUBMISSION OF CERTIFIED PAYROLL RECORDS

Contractors and subcontractors on all public works projects will be required to submit certified payroll records (CPRs) to the Labor Commissioner unless excused from this requirement. This requirement will be phased in as follows:

- (a) Applies immediately to public works projects that have already been under CMU monitoring, i.e. contractors on ongoing projects that have been submitting CPRs to the CMU will continue doing so.
- (b) Will apply to any new projects awarded on or after April 1, 2015.
- (c) May apply to other projects as determined by Labor Commissioner.
- (d) Will apply to all public works projects, new or ongoing, on and after January 1, 2016.

19. 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 equal.

20. 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.

21. 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.

22. 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.

23. 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.

24. 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.

25. WARRANTY

The Contractor warrants to the Public Agency that materials and equipment furnished under the Contract will be of good quality and new unless otherwise required or permitted by the Contractor Documents, that the Work will be free from defects not inherent in the quality required or permitted, and that the Work shall conform to the requirements of the Contract Documents. Work not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective. The Contractor's warranty excludes remedy for damage or defect caused by abuse, modifications not executed by the Contractor improper or insufficient maintenance, improper operation, or normal wear and tear and normal usage.

26. 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.
- (c) 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.

27. 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.

28. SAFETY:

- (a) **Safety Programs.** 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.** 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.** 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.** 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.
- (e) **Safety Coordinator.** The Contractor shall designate a responsible member of the Contractor's organization at the Site whose duty shall be the prevention of accidents and the implementation and maintenance safety precautions and programs. This person shall be the Contractor's superintendent unless otherwise designated by the Contractor in writing to the Project Inspector and the Architect.

29. SIGNATURES AND ACKNOWLEDGEMENT

Public Agency:

By: _____
Assistant Secretary, Governing Board
DAVID S. WETMORE, Director of Purchasing & Contracts

Note to Contractor: (1) Execute acknowledgement form below, and (2) if a corporation, affix Corporate Seal.

Contractor hereby also acknowledging awareness of and compliance with Labor Code S1861 concerning Worker's Compensation Law.

Contractor:

By: _____ (CORPORATE SEAL)
(Designate Official Capacity – **NAME**)

Print NAME and TITLE

License Number

Federal ID Number

NOTARY PUBLIC

=====

STATE OF CALIFORNIA)
) ss.
COUNTY OF CONTRA COSTA)

On _____, before me, _____, Notary Public,

personally appeared _____, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing is true and correct.

Witness my hand and official seal.

Notary Public

[SEAL]