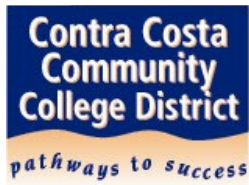


ADDENDUM #2



CONTRA COSTA COMMUNITY COLLEGE DISTRICT

**D-4024 Underground Utilities Project
Diablo Valley College
321 Golf Club Road, Pleasant Hill, CA 94523**

Date: 11/09/2018

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 October 09, 2018. 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. Additions

- a. The sign-in sheet and meeting minutes from the MANDATORY Pre-Bid Meeting and Job Walk have been updated to the website
- b. 4. "Refer to Civil Sheet C3.6, Joint Trench #10 Section, for Approved Zone-of-Influence diagram"

2. Deletions:

- a. Remove all references to LEED from the Project Manual
- b. Remove from Sheet A1.2 the General Note 4. ("Per Geotech Report...") and replace with the following: 4. "Refer to Civil Sheet C3.6, Joint Trench #10 Section, for Approved Zone-of-Influence diagram".

3. Revisions:

- a. Replace drawing sheets C2.0, C2.1, C3.0 – C3.8, C5.1, C5.2, C6.4 and TS1.1 in their entirety.

b. Specification section 00100

- i. Contracting license classification has been amended to include License Required: California – A – General Engineering or B - General Building
- ii. Scope section has been updated with revised contact information:
"All questions related to this project must be in writing and are directed to:
Mr. Ben Cayabyab, Contracts Manager
Contra Costa Community College District

ADDENDUM #2

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

iii. IMPORTANT INFORMATION

BIDS DUE date has been changed from November 16, 2018 to November 20, 2018 at 2:00pm

c. Specification section 00210

- i. Specification section 1.2 Available Documentation has been updated to provide links to the reference information provided.

d. Specification section 00600

- i. Change contract duration from 120 to 175 calendar days:
1. (§1.4) Substantial Completion Time: 175 Calendar Days from the Notice to Proceed.

e. Specification section 01140

- i. Contract time is changed from a total of 120 calendar days, to Contract time is a total of 175 calendar days.

“Section 1.3.B. Time Related Work Restrictions within the Contract Time

1. Although the Contract Time is a total of 175 calendar days between the Notice to Proceed and Substantial Completion...”

B. Responses to Requests for Information

- a. Are there any phasing requirements for this project, or will Contractor have access to any/all areas during the entire performance duration?

Section 01311.1.3.F. states “Contractor shall coordinate construction operations and means, and method of construction included in different Sections of the Specifications to ensure efficient and orderly installation of each part of the Work. Coordinate construction operations, included in different Sections that depend on each other for proper installation, connection, and operation.” Every effort will be made to accommodate the most efficient progress of the work, as proposed in the Construction Schedule submittal (Section 00700.3.8).

- b. Ref: 01140 section 1.3B1-1.1: Will District allow Saturday/Sunday work in general for this project to accommodate the aggressive schedule.

Yes; Provisions for weekend work are accommodated as “...approved by the District.”: (Sections 1140.1.3.B.1.1)

- c. Ref: 01140 section 1.3B1-1.2: Are Abatement and Demolition Work plans required by this project, and if so, where are the required elements defined?

Provisions for the encounter of hazardous materials are provided in the contract documents (Section 00700.10.4)

ADDENDUM #2

- d. Ref: 01416 section 1.3.F.2: Noise restrictions: The equipment required for demo and excavation may render this section infeasible. Please advise/clarify.

Coordination of construction operations with the Campus operations is an acknowledged condition of this work. Both sections 01416 and 00700.3.20 refer to "...the requirements of the city and county having jurisdiction with regard to noise ordinances governing construction sites and activities." The intent of these ordinances and specification is to, "...minimize construction noise..." to every extent possible. Provisions to mitigate noise and disruption will be an integral part of the construction management and coordination to support the Contractor in ..." efficient and orderly sequence of Work..." (Section 01311.1.3.A.)

- e. Ref: 01572 section 1.3B: SWPP Requirements - Please confirm if this applies to this project. If yes, what are the anticipated timeframes during Preconstruction for the activities/processes identified in section 01572 section 1.7A?

This Section would apply if, "...Contractor shall calculate and confirm the disturbed soil acreage and submit calculations to the District." (Section 015721.3.B). If so, every effort will be made to work with the Contractor for speedy implementation of this provision.

- f. Ref: 00210 section 1.2 A & B: What is the location of the "District Office" where these files are located for review, and will Contractor be able to receive/make copies.

Yes; The District Office is located at Contra Costa Community College District, 500 Court Street, Martinez, CA 94553, and the information located in 00210.1.2.A and B will be posted in the District Procurement web page as part of Addendum #2.

- g. Ref: 00700 section 2.12 & 2.13 – is there a soils report for the project as this paragraph seems to suggest?

Geotechnical investigations have been performed for the Art and PEK complex sites which are in proximity to the work performed in this Project. See response to item 05., above.

- h. Ref: 01050 section 1.3: Please clarify/define these field engineering requirements or scopes of services for Survey/Civil as related to this project.

According to specification requirements of 01050.1.2, inasmuch as *if* there are elevations and locations of improvements that need certifying; e.g. alignment of new sewer lateral with the easement boundaries to be provided, that this work needs to be performed by a licensed Civil Engineer.

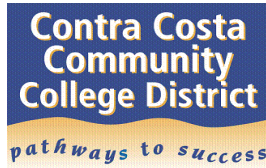
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If you have any questions regarding this Addendum, please contact:

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 #2



Section 00100
NOTICE INVITING BIDS

D-4024 Underground Utilities Project
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-4024 Underground Utilities Project**

Construction Cost Estimate (Range): \$3,000,000 to \$5,100,000;

License Required: California – **A – General Engineering** or **B - General Building**

Scope:

In general, the Work consists of expanding and upgrading the existing site underground utilities to accommodate future Art Complex and Physical Education and Kinesiology Complex.

Hard copies of plans and specifications shall be available for purchase at ARC located at 5753 Pacheco Blvd., Pacheco, California, Phone: (925) 682-6930. To purchase plans at ARC's Public Planroom website use the link: https://order.e-arc.com/arcEOC/PWELL_Main.asp?mem=23. Go to the Public Planroom for access to the documents without a login required. Payment for hardcopies shall be the responsibility of the bidder, and shall be made directly to ARC. 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 Contra Costa Community College 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.

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

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

Each bid shall be made on the BID PROPOSAL FORM (SECTION 00300), 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 and Performance Bonds.

IMPORTANT INFORMATION:

MANDATORY Pre-Bid Meeting and Job Walk: October 26, 2018, at 11AM
Distict Construction Office Trailer – Conference Room
 Diablo Valley College
 321 Golf Club Road
 Pleasant Hill, CA 94523

Last Date and Time for Bidder’s Requests for Information: November 2, 2018
Last Day to issue Addendum: November 9, 2018
BIDS DUE no later than: ~~November 16, 2018 2:00 PM~~ November 20, 2018 2:00PM
Bids Must Be Received at: CONTRA COSTA COMMUNITY COLLEGE DISTRICT (Lobby)
 500 Court St.
 Martinez, CA 94553
Attn: Purchasing (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 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.

Attention is directed to Section 00600, Construction Agreement, Article 5, and Section 00700, General Conditions, Article 8.4.1, regarding liquidated damages. Liquidated Damages shall be set for **\$1000 Dollars** for each calendar day the work is delayed beyond the Contract Substantial Completion date. 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 00210
INFORMATION AVAILABLE TO BIDDERS

PART 1 - REPORT AND INFORMATION

- 1.1** Existence of reports, record drawings, and utility surveys: Contra Costa Community College District, its consultants, and prior contractors may have collected documents providing a general description of the site and conditions of the work. These documents may consist of geotechnical reports for and around the site, record drawings, utility drawings, and information regarding underground utilities. These reports, documents and other information are not part of the Contract Documents and do not show new work to be constructed, rather, they show existing conditions that Contractor may have to address as part of its construction planning.
- 1.2** Available Documentation: The following existing documentation is available for review through District office for this project:
- A. Campus Utilities Maps – Reference information posted on <http://www.4cd.edu/webapps/PurchasingViewBids/default.aspx>
 - B. Site Survey and Auditing of Telecommunications pathways – Reference information posted on <http://www.4cd.edu/webapps/PurchasingViewBids/default.aspx>
 - C. Geotechnical investigation for Art Center Complex, RMA Group, Dated July 18, 2018– Reference information posted on <http://www.4cd.edu/webapps/PurchasingViewBids/default.aspx>
 - D. Geotechnical investigation for PE/K Complex Project, RMA Group, Dated September 19, 2018– Reference information posted on <http://www.4cd.edu/webapps/PurchasingViewBids/default.aspx>
- 1.3** Contractor shall acknowledge and accept that the documents are not a part of the Contract Documents and are made available to bidders for reference only. The District and its representatives are not responsible for any and all discrepancies between the documents and the existing and actual as-built conditions, and do not guarantee the accuracy of the documents.
- 1.4** The District and Architect assume no responsibility for the completeness or accuracy of the documents or the records compiled there from and the interpretations made from the documents. There is no express or implied guarantee that the conditions indicated in the documents are representative of those existing throughout the building and/or site Conditions differing substantially from those indicated may be encountered.

END OF SECTION 00210

SECTION 00600

CONSTRUCTION AGREEMENT

CONTRACT NO. _____
(Construction Agreement)

=====
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 December 12, 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-4024 Underground Utilities Project**

(§1.4) Substantial Completion Time: 175 Calendar Days from the Notice to Proceed.

(§1.4.1) Final Completion **30** Calendar Days from Substantial Completion

(§1.5) The Bidder acknowledges that this must be substantially completed and accepted by the Owner before a written "Notice to Proceed" is issued for the next phase of the Project. Bidder also agrees to pay, as liquidated damages the amounts specified below for each consecutive calendar day after the expiration of the consecutive calendar days allowed.

(§1.5.1) Liquidated Damages, Substantial Completion:
Increment 1 - **\$1,000 /** per calendar day Work is delayed

(§1.5.2) Liquidated Damages, Remaining Work, All Phases and Final Completion: **\$1,000 /** per calendar day Remaining Work is delayed

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

(§1.7) Contract Sum: _____ **DOLLARS and NO CENTS**
(\$00,000,000.00)

2. SCOPE OF WORK:

In general, the Work consists of expanding and upgrading the existing site underground utilities to accommodate future Art Complex and Physical Education and Kinesiology Complex.

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) Partial Acceptance – If at any time during the prosecution of the project, the Contractor substantially completes the Phase of Work of the Project, the Contractor may request the District to make an inspection of the Phase of Work. If the District finds upon inspection that the Phase of Work has been satisfactorily completed in compliance with the contract, the District may accept that Phase of Work as being completed provided that the Contractor shall remain responsible for completion of any Remaining Work of such Phase of the Project. Phases of Work of the project eligible for the Partial Acceptance allowed in this paragraph shall be identified specifically in the Contract Documents as Phases of Work to be eligible for Partial Acceptance. Such Partial Acceptance shall in no way void or alter any of the terms of the Contract.
- (c) 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.

- (d) 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.
- (e) 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.
- (f) 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.
- (g) 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 or Phase of 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 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 ten (10%) 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, 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 \$[10,000,000.00]; Per occurrence, \$[5,000,000.00]
- 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 or Phase of 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” (hereafter PSA) means a pre-hire collective bargaining agreement with one or more labor organizations that establishes the terms and conditions of employment for a specific construction project or set of projects.
- 2. The Contractor shall maintain in a current status, throughout the life of the Contract, the PSA included in these Construction Documents
 - a. Subcontracts. The Contractor and subcontractors at all levels shall include the substance of this Project Stabilization Agreement clause, including this paragraph (c), in all subcontracts with subcontractors engaged in construction on the construction project.
 - b. By accepting the award of a construction contract for a Project, whether as Contractor or subcontractor, the Contractor/Employer agrees to be bound by each and every provision of the PSA and agrees 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.
 - c. At the time that any Contractor/Employer enters into a subcontract with any subcontractor providing for the performance of a Construction Contract, 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 this PSA, and agrees 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. If a Contractor/Employer requires a subcontractor to agree in writing to comply with the terms of the PSA as a condition of awarding work to the subcontractor, the Contractor/Employer shall not be liable in any way for the subcontractor's failure to pay the wages and benefits required by the PSA except as required by the provisions of the California Labor Code.

3. Contractor shall, during each month that laborers are on site, from Notice to Proceed through Notice of Completion, report the following to the District as a monthly administrative submittal.
 - a. Each instance during the reporting period of which a union is unable to fill a requisition for qualified employees thereby causing the Contractor to apply Article 8 REFERRAL, Clause 8.3, to obtain qualified employees.
 - b. A summary of any and all efforts during the reporting period to comply with the goals of Article 10 LOCAL HIRE, and the results therefrom. Data from certified payroll records shall be summarized by reporting the number of hours worked by all journeymen and apprentices on site, and the subset of the number of hours worked by journeymen and apprentices who are residents of Contra Costa County.
 - c. The number of new employees, journeymen and apprentices, during the reporting period which have been referred to the project by the Center for Military Recruitment, Assessment and Veterans Employment in accordance with Article 15 HELMETS TO HARDHATS.

28. SIGNATURES AND ACKNOWLEDGEMENT

Public Agency, By: _____
[edit]

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 – **COMPANY NAME**)

Print NAME and TITLE

License Number

Federal ID Number

NOTARY PUBLIC

=====
State of California) ss. ACKNOWLEDGEMENT (By Corporation, Partnership or Individual)
County of Contra Costa)

The person(s) signing above for Contractor, known to me in individual and business capacity as stated, personally appeared before me today and acknowledged that he/she/they executed it and that the corporation or partnership named above executed it.

Dated: _____

(NOTARIAL SEAL)

PSA is attached at the end of Section 00600
END OF SECTION 00600

**SECTION 01140
WORK RESTRICTIONS**

PART 1 – GENERAL

1.1 RELATED DOCUMENTS

- A. All Contract Documents shall be reviewed for applicable provisions related to the provisions in this document, and provisions in the General Conditions and other Division 1 Specification Sections shall apply to this Section without limitation.

1.2 SUMMARY OF WORK RESTRICTION REQUIREMENTS

- A. Prior to the start of Work, Contractor shall familiarize itself with the Work Restrictions as they relate to all Work required by the Contract Documents.
- B. Temporary Work Activity Plan shall include:
 - 1. Full size drawing (36"x42") of site plan showing the proposed locations and dimensions of temporary facilities and activities, including but not limited to, all proposed trailers, equipment and material storage areas on the Project Site; safe and ADA complaint access (ingress/egress) for pedestrians and vehicles around the construction areas; proposed haul routes; all temporary construction, and way-finding signage; temporary fenced area(s), noise and safety barriers, and dust partitions; and temporary measures to maintain continuous and uninterrupted code compliant use of all occupied and surrounding areas impacted by construction activities. Identify any areas that require temporary paving for stabilization or prevention of tracking of mud, and for ADA complaint ingress and egress. Indicate if the use of supplemental or other staging areas might be required. Also see Section 01500 for Temporary Facilities and Control for additional requirements.
 - 2. Contractor shall submit two (2) hard copies at the pre-construction meeting, and email Adobe PDF Format of the initial submittal of the Temporary Work Activity Plan for review by the District, Architect, and by personnel from the Campus (e.g., Buildings & Grounds, Police Department, and other representatives).
- C. Contractor shall construct dust partitions and other barriers as required prior to the start of abatement or demolition activities, whichever may occur first, and they must remain in place until the completion of that activity where required.
- D. Contractor shall perform and complete all Temporary Work Activities to ensure the following:
 - 1. The continuous and uninterrupted use of all occupied areas or areas within buildings that require 24/7 utility services, including but not limited to the applicable power, data, telephone, waterline, fire alarm system, fire sprinkler system mechanical, HVAC, gas, storm, sewage, plumbing, and electrical systems serving these areas.
 - 2. Protection of students, staff, faculty and personnel in occupied areas and surrounding and adjacent areas from the hazards and dust associated with construction.
 - 3. The work areas, roads, parking lots, and streets are to be kept clear, clean, and free of loose debris, construction materials and partially installed work which would create a safety hazard or interfere with subcontractor and personnel duties and traffic. The Contractor shall sweep the areas clean at the end of each work day and make every effort to keep dust and noise to a minimum at all times.

4. Prior to starting work, the Contractor shall provide a proposed schedule of temporary interruptions or shutdown of any utility or electrical/mechanical systems to the District Representatives. The Contractor shall provide written request (5) working days prior to the desired time for the proposed interruption(s). Work shall be performed at times other than the Campus’s normal hours of operation, or as directed by the District’s Construction Manager. Temporary interruptions shall be completed prior to the start of the next business day at the Campus to maintain continuous and uninterrupted use of Campus facilities and utility systems.

1.3 SUMMARY OF WORK RESTRICTIONS

A. General: All Temporary Work Activities must be completed within the timelines, work shift times, and the scheduled time period as required by the Contract Documents. Comply with the following:

1. The Temporary Work Activity Plan shall be approved by the District prior to any Work starting on the Project Site.
2. Contractor shall have all temporary fencing, signage, ADA compliant pathways and other temporary measures described in Paragraph 1.2 above installed, operational and accepted by the District prior to starting demolition or other Work as applicable.

B. Time Related Work Restrictions within the Contract Time

1. Although the Contract Time is a total of 175 calendar days between the Notice to Proceed and Substantial Completion, as articulated in Section 00600, Construction Agreement, Work by the Contractor is restricted and limited to specific time periods at specific locations during this contract duration as follows:

1.1. **Saturday, Sunday and Off-hours Work:** Work on Saturday and Sunday is generally not allowed, unless otherwise approved the District. Approvals may be granted for work that requires utility service interruptions as scheduled in the Contractor’s work plan.

1.2. **Abatement and Demolition:** This work cannot start until **work plans are approved by the district** assuming all requirements of this section and all other requirement of the Contract Documents are satisfied, unless otherwise approved by the District.

2. The Contractor is responsible to submit a construction schedule in accordance with Section 00700, Article 3.8.

C. Other Project Requirements and Restrictions

1. The Contractor’s staging area for deliveries, construction vehicles, construction equipment and materials are restricted to the parking area shown on Drawing A1.2. The Contractor will be provided an additional 7 parking spaces outside of this area, but within 200 yards. Contractor is responsible for obtaining parking passes from the Police Services.
2. Due to the need for intermittent lane closures, Contractor will provide traffic controls as needed to ensure safe vehicular access in the area of construction. In no case shall the access required by emergency services be blocked at any time. Violators will be ticketed by the Campus Police Department.

3. Material and equipment deliveries on this one-way road to the construction site shall be closely monitored and controlled by the Contractor to avoid any delays to other vehicles. The Contractor shall include delivery milestones in its Project CPM Schedule and provide written notice at least two (2) work days to the District and to the Police Services for all deliveries. Any material or equipment deliveries that could potentially delay traffic will have to be delivered after normal business hours, unless otherwise approved by the District. Contractor truck deliveries that stop traffic on these Campus roads could be subjected to being ticketed by the Police Services.

PART 2 - PRODUCTS

2.1 MATERIALS

- A. All labor, equipment, materials, and all other requirements shall be provided and will be the sole responsibility of the Contractor for execution of entire work described in this specification section.

PART 3 - EXECUTION

3.1 MEANS AND METHODS OF CONSTRUCTION

- A. Contractor to provide and shall be responsible for any and all means and methods that will be constructed, implemented and/or maintained on the site for all work described above.

END OF SECTION 01140