

BID DOCUMENTS COVER SHEET

CONTRACT DOCUMENTS

FOR

L-1199 Science Building Cooling Tower Replacement

AT

Los Medanos College
2700 East Leland Road, Pittsburg, CA 94565

CONTRA COSTA COMMUNITY COLLEGE DISTRICT

Consists of the following:

VOLUME 1
SPECIFICATIONS

October 29, 2021

SECTION 00010
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SPECIFICATIONS

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DIVISION 01 – GENERAL REQUIREMENTS

See SECTION 00800 SUPPLEMENTARY GENERAL CONDITIONS

TECHNICAL SPECIFICATIONS

See SECTION 00800 SUPPLEMENTARY GENERAL CONDITIONS

END OF SECTION

Campus Overview

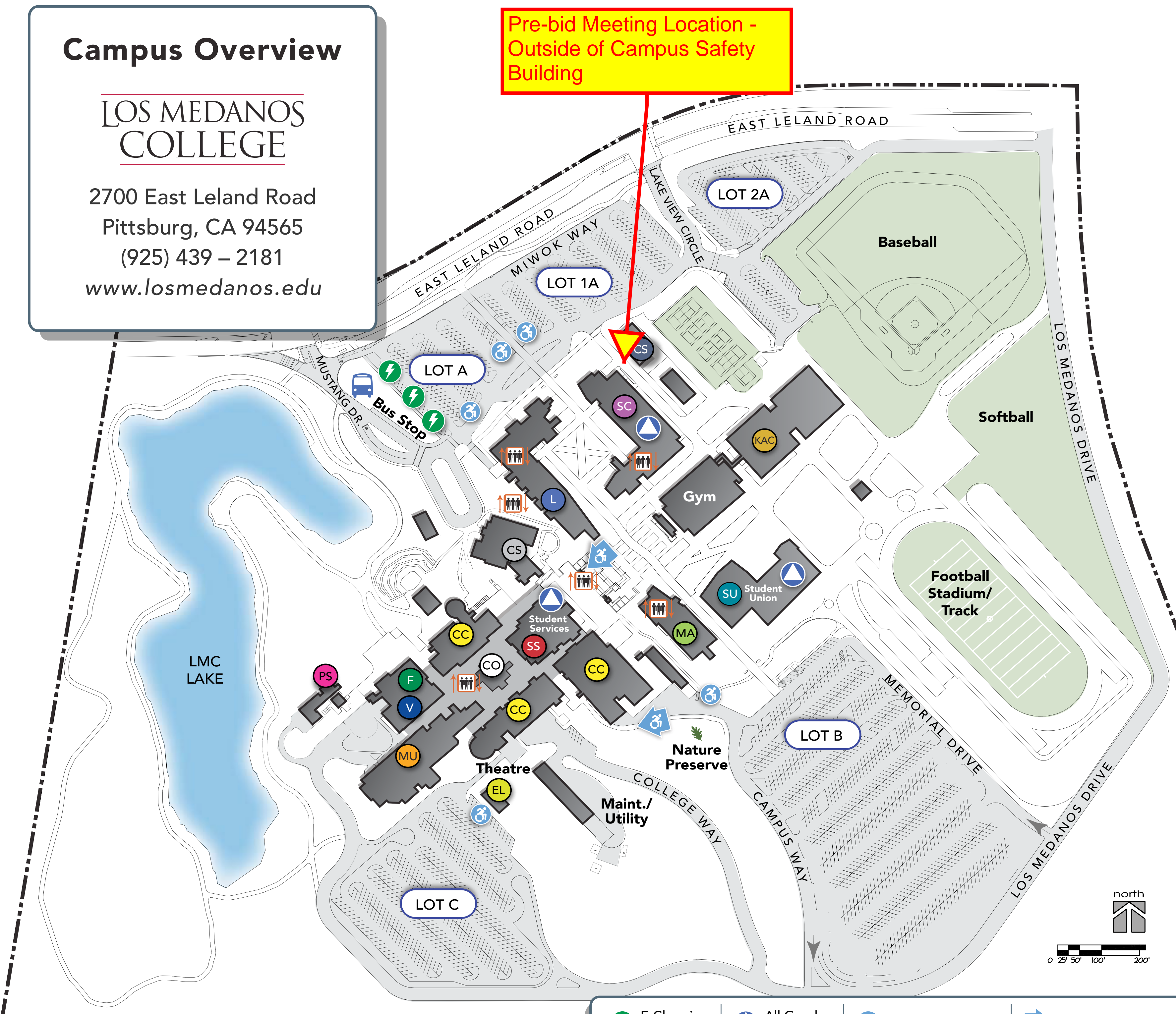
LOS MEDANOS COLLEGE

2700 East Leland Road
 Pittsburg, CA 94565
 (925) 439 – 2181
www.losmedanos.edu

**Pre-bid Meeting Location -
 Outside of Campus Safety Building**

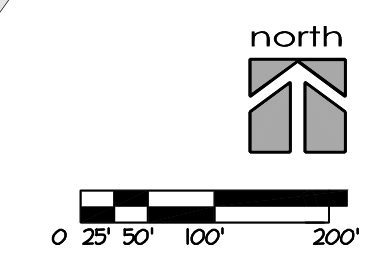
Building Legend

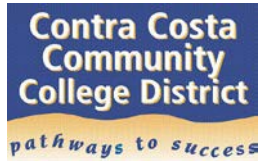
- CC College Complex
- CO CORE
 - Business Services
 - Center for Academic Support
 - Equity & Inclusion
- CS Child Study Center
- CS Campus Safety
 - Police Services
- EL ETEC Lab
- F Cafeteria
- KAC Kinesiology & Athletics Complex
- L Library
 - Community Room
- MA Math
- MU Music
 - Recital Hall
- PS Classrooms
- SC Science
 - MESA Center
- SS Student Services
 - Admissions/Cashier
 - Assessment Services
 - Counseling Services
 - DSPS
 - EOPS, CARE, CalWORKs
 - Financial Aid/Scholarships
 - Information/Welcome Center
 - LMC Foundation
 - Office of Instruction
 - President's Office
 - Transfer & Career Services
- SU Student Union
 - Bookstore
 - Conference Center
 - Food Pantry
 - Honors Program
 - International Students Program
 - Latinx Empowerment Center
 - Reflection Room
 - Student Life
 - Student Lounge
 - Unity Center
 - Umoja Scholars Program
- V Veterans Resource Center



Smoking restricted to parking lot areas.

E-Charging Stations	All Gender Restrooms	Accessible Parking	Accessible Entrance	Bus Stop	Elevator
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**SECTION 00100
NOTICE INVITING BIDS
(INFORMAL BIDS)**

L-1199 SCIENCE BUILDING COOLING TOWER REPLACEMENT

LOS MEDANOS COLLEGE

2700 E Leland Rd.
Pittsburg, CA 94565

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 **L-1199 Science Building Cooling Tower Replacement**.

The District has pre-qualified General Contractors through the CUPCCAA Process, and the list of pre-qualified General Contractors can be found on the District's web site:

<https://www.4cd.edu/business/purchasing/index.html>

Only Pre-Qualified Contractors are allowed to bid as Prime Contractors on this project. A Pre-qualification application can be downloaded from the link above. The District does not prequalify Subcontractors.

SCOPE OF WORK: The scope of work includes, but not limited to the following:

- Demolition and remove existing cooling tower; Provide crane, rigging and hauling; Dispose of old cooling tower
- Provide and install new cooling tower from one of the following manufacturers that meets the necessary load requirements: Evapco, BAC, or Marley.
- Include standard piping to match existing piping materials with all new valves for CW (Cold Water) supply and return and drain, matching existing type and construction.
- Include electrical reconnections to new fan motor with new disconnect switch.

IMPORTANT INFORMATION:

- **Pre-Bid Meeting & Job Walk:** **Friday, November 5, 2021, 2:00 PM**
Non-Mandatory
Location: (see Campus Map) Los Medanos College, Campus Safety Building
2700 E Leland Rd.
Pittsburg, CA 94565

PLEASE NOTE: A Site Visit will be held immediately following the Pre-Bid meeting. Please sign in on the attendance Log. Attendees are required to wear face masks, as required by CCC Health Services.

- **Cost Estimate (Range):** \$150,000 to \$190,000
- **CA License Required:** **B General or C-20 Warm Air Heating, Ventilating and Air Conditioning**
- **Last Date / Time for Bidder's Requests for Information:** **Wednesday, November 10, 2021, 2:00 PM**
- **Last Day to Issue Addendum:** **Wednesday, November 17, 2021**
- **Bids Due No Later Than, Date/Time:** **Thursday, December 2, 2021 (prior to 2:00 PM)**
- **Bids Must be Received at:** **Contra Costa Community College District (Lobby)**
500 Court Street, Martinez, CA 94553
Attn: Rod Herrera, Senior Buyer

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.

For information directly from the District, you may log in to the District Website:

<https://webapps.4cd.edu/apps/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.

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

All questions related to this project must be submitted electronically, no later than Wednesday, November 10, 2021, 2:00 PM to:

**Rod Herrera, Senior Buyer
Contra Costa Community College District
Email: rherrera@4cd.edu**

Each bid shall be made on the Bid Proposal Form, which is included in the Bid Documents and when submitted, shall be accompanied by a Bid Bond or Certified Cashier’s Check in the amount of 10% of bid (made payable to the Contra Costa Community College District). The successful bidder will be required to furnish a payment 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. The District reserves the right to forfeit Bid Bond submitted for failure of the successful bidder to secure Payment & Performance Bonds. Certificates of Liability Insurance with proper endorsements shall be required for the successful bidder.

The contract time is **110 Calendar Days** between the Notice to Proceed date and the Contract Substantial Completion date. Liquidated Damages shall be set for **Five Hundred Dollars (\$500)** for each Calendar Day the Work is delayed beyond the contract Substantial Completion date; and **One Hundred Dollars (\$100)** 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.

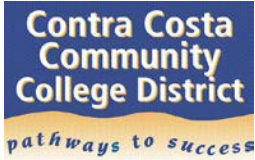
END OF SECTION

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 has been made available for downloading via the District's web site:
<https://webapps.4cd.edu/apps/purchasingviewbids/default.aspx>
- A.** Project As-Built Drawings titled:
1. "A0-1.1 Mechanical Chiller Pump Building - Science Bldg. DSA 01-106226 - 1-12-05"
 2. "M1.0 Mechanical Details - Science Bldg. DSA 01-106226 - 1-12-15-1"
- 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 Design Consultants 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 00300
BID PROPOSAL FORM
(INFORMAL BIDS)

Bidder's Name

L-1199 SCIENCE BUILDING COOLING TOWER REPLACEMENT

LOS MEDANOS COLLEGE
2700 E Leland Rd.
Pittsburg, CA 94565

BID DATE: December 2, 2021, 2:00 PM

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INSTRUCTIONS TO BIDDERS:

- *Submit your BID Proposal via mail/overnight mail or deliver, in person, to:
Contra Costa Community College District
500 Court Street
Martinez, CA 94553
Attn: Rod Herrera, Senior Buyer*
 - *Don't forget to include a Bid Bond for 10% of the Bid amount; (fully executed copy attached to Bid Proposal is accepted, original by mail to follow);*
 - *Bid results shall be sent to you via email message and posted at the District Website;*
- For clarification, please email: **Rod Herrera, Senior Buyer, rherrera@4cd.edu***

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Attention is directed to Labor Code Section 1725.5 regarding Department of Industrial Relations (DIR) contractor registration process; registration criteria and implementation of DIR registration requirements. Labor Code Section 1771.7 establishes contractor's obligation to submit Certified Payroll (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.

1. INTRODUCTION

- A. The Bidder proposes to perform the Work for the Contract Sum and within the proposed time, based upon an examination of the Job Site and Specifications.
- B. The Bidder certifies this proposal is submitted in good faith.
- C. The Bidder shall attach a Bid Security for ten percent (10%) of the Bid Amount in the form of Bid Bond, or Certified Check payable to the District.
- D. The District shall award the contract to the lowest responsive and responsible Bidder. The evaluation of the low bid shall be based on the total of Base Bid.**

Please Note: PCC 20651 (b); In the event, the successful bidder fails to provide the required Payment and Performance bonds, the Bid Security shall be forfeited in favor of the District and Contractor shall not be entitled for contract award.

2. BID AMOUNT

For labor, materials, insurances, bonds, fixtures, equipment, tools, transportation, services, sales taxes and other costs necessary to complete the public project in accordance with Contract Drawings and Specifications, for a stipulated Contract Sum in the amount of:

Quote for the BASE BID Scope of Work:

_____ \$ _____
 (Write amount of Base Bid)

3. ADDENDUM (if applicable): #1 Received Date: _____; #2 Received Date: _____;

4. SUBCONTRACTORS LIST (If Any)

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.

	Type of Work	Subcontractor's Name	Address/Phone	Business License # & DIR Registration #
(1)		_____	_____	_____
(2)		_____	_____	_____
(3)		_____	_____	_____

4. COMPLETION TIME

- A. For establishing the Date of Substantial Completion, the contract time shall be **110 calendar days** after date of Notice to Proceed.
- B. Final Completion shall be **30 calendar days** after the date of Substantial Completion.
- C. Prior to the Notice to Proceed issued by the District, the Contractor shall provide a CPM construction schedule, prepared in Microsoft Project format, utilizing the entire time allowed to complete the project. Schedule shall be subject to District's approval.

5. ACCEPTANCE AND AWARD

The District reserves the right to waive minor irregularities or reject all bids; or negotiate changes before or after execution of the Contract. This Bid shall remain open and shall not be withdrawn for a period of 15 days after Bid Opening date.

If written notice of acceptance of this Bid is mailed or delivered to the Bidder within 10 days after the date set for the receipt of this Bid, or other time before it is withdrawn, the Bidder shall execute and deliver to

SECTION 00500

**PAYMENT BOND
(CALIFORNIA PUBLIC WORK)**

KNOW ALL MEN BY THESE PRESENTS:

THAT WHEREAS, the Contra Costa Community College District (sometimes referred to hereinafter as "Obligee") has awarded to _____ (hereinafter designated as the "Principal" or "Contractor"), an agreement for the work described as follows: _____ (hereinafter referred to as the "Public Work"); and

WHEREAS, said Contractor is required to furnish a bond in connection with said Contract, and pursuant to California Civil Code Section 9550;

NOW, THEREFORE, We, _____, the undersigned Contractor, as Principal; and _____, a corporation organized and existing under the laws of the State of _____, and duly authorized to transact business under the laws of the State of California, as Surety, are held and firmly bound unto the Contra Costa Community College District and to any and all persons, companies, or corporations entitled by law to file stop notices under California Civil Code Section 9100, or any person, company, or corporation entitled to make a claim on this bond, in the sum of _____ Dollars (\$ _____), said sum being not less than one hundred percent (100%) of the total amount payable by said Obligee under the terms of said Contract, for which payment will and truly to be made, we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that if said Principal, its heirs, executors, administrators, successors, or assigns, or subcontractor, shall fail to pay any person or persons named in Civil Code Section 9100; or fail to pay for any materials, provisions, or other supplies, used in, upon, for, or about the performance of the work contracted to be done, or for any work or labor thereon of any kind, or for amounts due under the Unemployment Insurance Code, with respect to work or labor thereon of any kind; or shall fail to deduct, withhold, and pay over to the Employment Development Department, any amounts required to be deducted, withheld, and paid over by Unemployment Insurance Code Section 13020 with respect to work and labor thereon of any kind, then said Surety will pay for the same, in an amount not exceeding the amount herein above set forth, and in the event suit is brought upon this bond, also will pay such reasonable attorneys' fees as shall be fixed by the court, awarded and taxed as provided in California Civil Code Sections 9550 et seq.

This bond shall inure to the benefit of any person named in Civil Code Section 9100 giving such person or his/her assigns a right of action in any suit brought upon this bond.

It is further stipulated and agreed that the Surety of this bond shall not be exonerated or released from the obligation of the bond by any change, extension of time for performance, addition, alteration or modification in, to, or of any contract, plans, or specifications, or agreement pertaining or relating to any scheme or work of improvement herein above described; or pertaining or relating to the furnishing of labor, materials, or equipment therefor; nor by any

change or modification of any terms of payment or extension of time for payment pertaining or relating to any scheme or work of improvement herein above described; nor by any rescission or attempted rescission of the contract, agreement or bond; nor by any conditions precedent or subsequent in the bond attempting to limit the right of recovery of claimants otherwise entitled to recover under any such contract or agreement or under the bond; nor by any fraud practiced by any person other than the claimant seeking to recover on the bond; and that this bond be construed most strongly against the Surety and in favor of all persons for whose benefit such bond is given; and under no circumstances shall the Surety be released from liability to those for whose benefit such bond has been given, by reason of any breach of contract between the Obligee and the Contractor or on the part of any obligee named in such bond; that the sole condition of recovery shall be that the claimant is a person described in California Civil Code Sections 9100, and who has not been paid the full amount of his or her claim; and that the Surety does hereby waive notice of any such change, extension of time, addition, alteration or modification herein mentioned.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this _____ day of _____, 20____.

PRINCIPAL/CONTRACTOR:

By: _____

SURETY:

By: _____

Attorney-in-Fact

**CONTRACT PERFORMANCE BOND
(CALIFORNIA PUBLIC WORK)**

KNOW ALL MEN BY THESE PRESENTS:

THAT WHEREAS, Contra Costa Community College District (sometimes referred to hereinafter as "Obligee") has awarded to _____ (hereinafter designated as the "Principal" or "Contractor"), an agreement for the work described as follows: _____ (hereinafter referred to as the "Public Work"); and

WHEREAS, the work to be performed by the Contractor is more particularly set forth in that certain contract for said Public Work dated _____, (hereinafter referred to as the "Contract"), which Contract is incorporated herein by this reference; and

WHEREAS, the Contractor is required by said Contract to perform the terms thereof and to provide a bond both for the performance and guaranty thereof.

NOW, THEREFORE, we, _____, the undersigned Contractor, as Principal, and _____, a corporation organized and existing under the laws of the State of _____, and duly authorized to transact business under the laws of the State of California, as Surety, are held and firmly bound unto the Contra Costa Community College District in the sum of _____ Dollars (\$ _____), said sum being not less than one hundred percent (100%) of the total amount payable by said Obligee under the terms of said Contract, for which amount well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT, if the bounded Contractor, his or her heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions, and agreements in said Contract and any alteration thereof made as therein provided, on his or her part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their intent and meaning; and shall faithfully fulfill guarantees of all materials and workmanship; and indemnify, defend and save harmless the Obligee, its officers and agents, as stipulated in said Contract, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect.

The Surety, for value received, hereby stipulates and agrees that it shall not be exonerated or released from the obligation of this bond (either by total exoneration or pro tanto) by any change, extension of time, alteration in or addition to the terms of the contract or to the work to be performed there under or the specifications accompanying the same, nor by any change or modification to any terms of payment or extension of time for any payment pertaining or relating to any scheme of work of improvement under the contract. Surety also stipulates and agrees that it shall not be exonerated or released from the obligation of this bond (either by total exoneration or pro tanto) by any overpayment or underpayment by the Obligee that is based upon estimates approved by the Architect. The Surety stipulates and agrees that none of the aforementioned

changes, modifications, alterations, additions, extension of time or actions shall in any way affect its obligation on this bond, and it does hereby waive notice of any such changes, modifications, alterations, additions or extension of time to the terms of the contract, or to the work, or the specifications as well notice of any other actions that result in the foregoing.

Whenever Principal shall be, and is declared by the Obligee to be, in default under the Contract, the Surety shall promptly either remedy the default, or shall promptly complete the Contract through its agents or independent contractors, subject to acceptance and approval of such agents or independent contractors by Obligee as hereinafter set forth, in accordance with its terms and conditions and to pay and perform all obligations of Principal under the Contract, including, without limitation, all obligations with respect to warranties, guarantees and the payment of liquidated damages; or, at Obligee's sole discretion and election, Surety shall obtain a bid or bids for completing the Contract in accordance with its terms and conditions, and upon determination by Obligee of the lowest responsible bidder, arrange for a contract between such bidder and the Obligee and make available as Work progresses (even though there should be a default or succession of defaults under the contract or contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the "balance of the Contract price" (as hereinafter defined), and to pay and perform all obligations of Principal under the Contract, including, without limitation, all obligations with respect to warranties, guarantees and the payment of liquidated damages. The term "balance of the Contract price," as used in this paragraph, shall mean the total amount payable to Principal by the Obligee under the Contract and any modifications thereto, less the amount previously paid by the Obligee to the Principal, less any withholdings by the Obligee allowed under the Contract.

Surety expressly agrees that the Obligee may reject any agent or contractor which may be proposed by Surety in fulfillment of its obligations in the event of default by the Principal. Unless otherwise agreed by Obligee, in its sole discretion, Surety shall not utilize Principal in completing the Contract nor shall Surety accept a bid from Principal for completion of the work in the event of default by the Principal.

No final settlement between the Obligee and the Contractor shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

The Contractor and Surety shall remain responsible and liable for all patent and latent defects that arise out of or are related to the Contractor's failure and/or inability to properly complete the Public Work as required by the Contract and the Contract Documents. The obligation of the Surety hereunder shall continue so long as any obligation of the Contractor remains.

Contractor and Surety agree that if the Obligee is required to engage the services of an attorney in connection with enforcement of the bond, Contractor and Surety shall pay Obligee's reasonable attorneys' fees incurred, with or without suit, in addition to the above sum.

In the event suit is brought upon this bond by the Obligee and judgment is recovered, the Surety shall pay all costs incurred by the Obligee in such suit, including reasonable attorneys' fees to be fixed by the Court.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this _____ day of _____, 20____.

PRINCIPAL/CONTRACTOR:

By: _____

SURETY:

By: _____

Attorney-in-Fact

The rate of premium on this bond is _____ per thousand.

The total amount of premium charged: \$ _____ (This must be filled in by a corporate surety).

IMPORTANT: **THIS IS A REQUIRED FORM.**

Surety companies executing bonds must possess a certificate of authority from the California Insurance Commissioner authorizing them to write surety insurance defined in California Insurance Code Section 105, and if the work or project is financed, in whole or in part, with federal, grant or loan funds, Surety's name must also appear on the Treasury Department's most current list (Circular 570 as amended).

Any claims under this bond may be addressed to:

(Name and Address of Surety)

(Name and Address of agent or representative for service for service of process in California)

Telephone: _____

Telephone: _____

**SECTION 00510
NOTICE OF AWARD**

DATE: _____

TO: _____

ADDRESS: _____

PROJECT: _____

The Contract Sum of your contract is _____ Dollars,
(\$_____).

You must comply with the following conditions within **ten (10)** calendar days of the date of this Notice of Award, that is, by _____.

1. You must deliver to the District two fully executed counterparts of Section 00600, "Construction Agreement."
2. You must deliver to the District the "Contract Performance Bond," and "Payment Bond," executed by you and your surety, which are included in Section 00500.
3. You must deliver to the District the Contractor's CPM Schedule, prepared in Microsoft Project format, including both PDF and electronic file for the District's review.

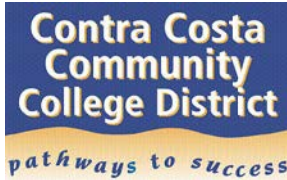
Failure to comply with these conditions within the time specified will entitle District to consider your bid abandoned, to annul this Notice of Award, and to declare your Bid Security forfeited. Within **ten (10)** calendar days after you comply with these conditions, the District will return to you one fully signed counterpart of the Construction Agreement.

Contra Costa Community College District

By: _____

Title: _____

END OF DOCUMENT



SECTION 00600

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) **NAME** _____
Address: _____

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

(§1.3) The Work: L-1199 Science Building Cooling Tower Replacement

(§1.4) Completion Time: **110** Calendar Days from the Effective Date in Section 1.2 above, or the Notice to Proceed referred to in Section 4 below.

(§1.5) Liquidated Damages: **\$500/** per calendar day work is delayed.

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

(§1.7) Contract Price: _____ **THOUSAND, HUNDRED DOLLARS and NO CENTS**
(\$000,000.00)

2. SCOPE OF WORK:

Contractor shall provide the Scope of Work as identified in "Invitation to Quote - L-1199 Science Building Cooling Tower Replacement" issued October 29, 2021, and as clarified during the job site visit on 11/5/2021.

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 days 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.
- (f) **COVID19 SMALL PROJECT SAFETY PROTOCOL:**
 - i. **The Contractor shall adhere to the requirements set forth by Appendix B-1 Small Construction Safety Protocol of the Contra Costa County Health Officer Order No. HO-COVID19-09 dated April 29, 2020 (see attachment titled Appendix B-1 Small Construction Safety Protocol) and all subsequent mandates issued by the Contra Costa County Health Services and the District as it pertains to COVID-19.**

Appendix B-1

Small Construction Project Safety Protocol

1. Any construction project meeting any of the following specifications is subject to this Small Construction Project Safety Protocol (“SCP Protocol”), including public works projects unless otherwise specified by the Health Officer:
 - a. For residential projects, any single-family, multi-family, senior, student, or other residential construction, renovation, or remodel project consisting of 10 units or less. This SCP Protocol does not apply to construction projects where a person is performing construction on their current residence either alone or solely with members of their own household.
 - b. For commercial projects, any construction, renovation, or tenant improvement project consisting of 20,000 square feet of floor area or less.
 - c. For mixed-use projects, any project that meets both of the specifications in subsection 1.a and 1.b.
 - d. All other construction projects not subject to the Large Construction Project Safety Protocol set forth in Appendix B-2.
2. The following restrictions and requirements must be in place at all construction job sites subject to this SCP Protocol:
 - a. Comply with all applicable and current laws and regulations including but not limited to OSHA and Cal-OSHA. If there is any conflict, difference, or discrepancy between or among applicable laws and regulations and/or this SCP Protocol, the stricter standard shall apply.
 - b. Designate a site-specific COVID-19 supervisor or supervisors to enforce this guidance. A designated COVID-19 supervisor must be present on the construction site at all times during construction activities. A COVID-19 supervisor may be an on-site worker who is designated to serve in this role.
 - c. The COVID-19 supervisor must review this SCP Protocol with all workers and visitors to the construction site.
 - d. Establish a daily screening protocol for arriving staff to ensure that potentially infected staff do not enter the construction site. If workers leave the jobsite and return the same day, establish a cleaning and decontamination protocol prior to entry and exit of the jobsite. Post the daily screening protocol at all entrances and exits to the jobsite. More information on screening can be found online at: <https://www.cdc.gov/coronavirus/2019-ncov/community/index.html>.
 - e. Practice social distancing by maintaining a minimum six-foot distance between workers at all times, except as strictly necessary to carry out a task associated with the construction project.



Appendix B-1

- f. Where construction work occurs within an occupied residential unit, separate work areas must be sealed off from the remainder of the unit with physical barriers such as plastic sheeting or closed doors sealed with tape to the extent feasible. If possible, workers must access the work area from an alternative entry/exit door to the entry/exit door used by residents. Available windows and exhaust fans must be used to ventilate the work area. If residents have access to the work area between workdays, the work area must be cleaned and sanitized at the beginning and at the end of workdays. Every effort must be taken to minimize contact between workers and residents, including maintaining a minimum of six feet of social distancing at all times.
- g. Where construction work occurs within common areas of an occupied residential or commercial building or a mixed-use building in use by on-site employees or residents, separate work areas must be sealed off from the rest of the common areas with physical barriers such as plastic sheeting or closed doors sealed with tape to the extent feasible. If possible, workers must access the work area from an alternative building entry/exit door to the building entry/exit door used by residents or other users of the building. Every effort must be taken to minimize contact between worker and building residents and users, including maintaining a minimum of six feet of social distancing at all times.
- h. Prohibit gatherings of any size on the jobsite, including gatherings for breaks or eating, except for meetings regarding compliance with this protocol or as strictly necessary to carry out a task associated with the construction project.
- i. Cal-OSHA requires employers to provide water, which should be provided in single-serve containers. Sharing of any of any food or beverage is strictly prohibited and if sharing is observed, the worker must be sent home for the day.
- j. Provide personal protective equipment (PPE) specifically for use in construction, including gloves, goggles, face shields, and face coverings as appropriate for the activity being performed. At no time may a contractor secure or use medical-grade PPE unless required due to the medical nature of a jobsite. Face coverings must be worn in compliance with Section 5 of the Health Officer's Order No. HO-COVID19-08, dated April 17, 2020, or any subsequently issued or amended order.
- k. Strictly control "choke points" and "high-risk areas" where workers are unable to maintain six-foot social distancing and prohibit or limit use to ensure that six-foot distance can easily be maintained between individuals.
- l. Minimize interactions and maintain social distancing with all site visitors, including delivery workers, design professional and other project consultants, government agency representatives, including building and fire inspectors, and residents at residential construction sites.



Appendix B-1

- m. Stagger trades as necessary to reduce density and allow for easy maintenance of minimum six-foot separation.
- n. Discourage workers from using others' desks, work tools, and equipment. If more than one worker uses these items, the items must be cleaned and disinfected with disinfectants that are effective against COVID-19 in between use by each new worker. Prohibit sharing of PPE.
- o. If hand washing facilities are not available at the jobsite, place portable wash stations or hand sanitizers that are effective against COVID-19 at entrances to the jobsite and in multiple locations dispersed throughout the jobsite as warranted.
- p. Clean and sanitize any hand washing facilities, portable wash stations, jobsite restroom areas, or other enclosed spaces daily with disinfectants that are effective against COVID-19. Frequently clean and disinfect all high touch areas, including entry and exit areas, high traffic areas, rest rooms, hand washing areas, high touch surfaces, tools, and equipment
- q. Maintain a daily attendance log of all workers and visitors that includes contact information, including name, phone number, address, and email.
- r. Post a notice in an area visible to all workers and visitors instructing workers and visitors to do the following:
 - i. Do not touch your face with unwashed hands or with gloves.
 - ii. Frequently wash your hands with soap and water for at least 20 seconds or use hand sanitizer with at least 60% alcohol.
 - iii. Clean and disinfect frequently touched objects and surfaces such as work stations, keyboards, telephones, handrails, machines, shared tools, elevator control buttons, and doorknobs.
 - iv. Cover your mouth and nose when coughing or sneezing, or cough or sneeze into the crook of your arm at your elbow/sleeve.
 - v. Do not enter the jobsite if you have a fever, cough, or other COVID-19 symptoms. If you feel sick, or have been exposed to anyone who is sick, stay at home.
 - vi. Constantly observe your work distances in relation to other staff. Maintain the recommended minimum six feet at all times when not wearing the necessary PPE for working in close proximity to another person.
 - vii. Do not carpool to and from the jobsite with anyone except members of your own household unit, or as necessary for workers who have no alternative means of transportation.
 - viii. Do not share phones or PPE.



SECTION 00650

NOTICE TO PROCEED

DATE: _____

TO: _____

ADDRESS: _____

PROJECT: _____

You are notified that the Contract Time under the above contract will commence to run on _____ . By that date, you are to start performing your obligations under the Contract Documents. In accordance with Section 00600, Construction Agreement, the date of Substantial Completion is _____ , and the date for Final Completion is _____ .

CONTRA COSTA COMMUNITY COLLEGE DISTRICT

By : _____

Ines Zildzic
Vice Chancellor, Facilities Planning and Construction

END OF SECTION 00650

SECTION 00800

SUPPLEMENTARY GENERAL CONDITIONS

PART 1 - GENERAL

1.1 SCOPE OF WORK

The scope of work includes, but not limited to the following:

- Demolition and remove existing cooling tower; Provide crane, rigging and hauling; Dispose of old cooling tower
- Provide and install new cooling tower:
 - Evapco, BAC, or Marley
 - 800 gpm, 90F to 80F at 70F wetbulb
 - Maximum 10 motor HP
 - Minimum 80 gpm/HP ASHRAE efficiency
 - 304 SS basin (all components up to the inlet louvers), 304 SS Upper Casing material
 - Vibration switch, wired to enable contact on existing VFD (which is to be reused)
 - 5 probe electronic water level controller with new motorized ball valve with stainless steel ball and trim
 - External service platform with ladder and safety cage
 - Super low sound fan
 - TEFC (Totally Enclosed Fan-Cooled) premium efficiency inverter duty capable motor
 - PVC drift eliminators and water distribution system
- Include standard piping to match existing piping materials with all new valves for CW (Cold Water) supply and return and drain, matching existing type and construction.
- Include electrical reconnections to new fan motor with new disconnect switch.
- Include mounting of level controller, reconnecting 120V power, wiring of controller to new makeup water valve, and installation of valve in makeup water piping.
- Rebalance CW system by determining CW pump speed that results in design flow (800 gpm) through condenser and tower. Do not throttle any balancing valves – all valves shall be wide open; pump speed only shall be adjusted to obtain design flow.
- Include O&M manuals and required testing, commissioning, and instruction of owner's key personnel.
- Existing VFD (Variable Frequency Drive) to be reused.

Work excluded from scope:

- Wiring of low- and high-water-level alarm contacts to existing Andover panel (will be completed via another project)
- Any changes to the existing BMS (Building Management System) including control sequences (will be completed via another project)
- Replacement of VFD (existing VFD to be reused)

1.2 REFERENCES

A. The publications listed below form a part of this specification by reference.

1. Current California Occupational Safety and Health Act Regulations

2. Current California Occupational Safety and Health Construction Safety Orders
3. This work will be contracted using the District's Short Form Construction Agreement; See Section 00600.

1.3 SUBMITTALS

- A. Provide submittals in the format, and as described below:
1. **Submittals shall be submitted to the District, electronically in PDF format, within fourteen (14) Calendar Days from the Notice to Proceed, except as otherwise noted.**
 2. ~~N/A~~
 3. Submittals that require local and State agency approval, shall conform to this Specification and the requirements of the local or State agency.
 4. **District will review and provide a response to submittals within fourteen (14) calendar days (excluding holidays).** Submittals that include design documents prepared by a licensed California Engineer will be submitted for the District's records. Any District review and response to the Contractor's design documents by a licensed California Engineer will be for format and general compliance only. Contractor and Contractor's licensed California Engineer are responsible for compliance with all applicable State of California codes, laws and regulations applicable to this project.
- B. Provide submittals for all equipment, if any, listed on the Drawings or in the Specifications.
- C. The Schedule of Values shall be submitted to the District within seven (7) calendar days after the Notice of Award. The Schedule of Values shall be broken down by the following minimum categories:
1. Demolition
 2. Equipment Procurement (50% to be paid upon proof of order)
 3. Equipment installation
 4. Infrastructure reconnection
 5. Testing and Training on Equipment
 6. Owner and Maintenance Manuals and Warranties

The District will only pay for Work installed at the Site. 50% of equipment cost to be paid upon proof of ordering.

- D. CPM construction schedule shall be submitted within **ten (10) calendar days** from the Contract Award date. District and Contractor shall meet and review the schedule. The Notice to Proceed will not be issued until the District accepts the schedule or accepts it with conditional changes. Below are the minimum activity types that shall be included in the schedule:
1. Contractor Submittals

2. Submittal Reviews by District
 3. Procurement and Fabrication of Equipment and Materials
 4. Construction activities corresponding to the Schedule of Values
 5. Substantial Completion Milestone
 6. Project Closeout Activities.
 7. Final Completion Milestone
- E. Submittals are for review of conformance with the requirements of the Contract.

1.4 SUBSTITUTIONS.

A. *One Product Specified.* Unless the Specifications state that no substitution is permitted, whenever the Contract Documents indicate any specific material, product, thing or service, or any specific name, make, trade name, or catalog number, with or without the words “or equal,” such specification shall be deemed to be used for the purpose of facilitating description of the material, product, thing or service desired and shall be deemed to be followed by the words “or equal” unless the Contract Documents specify “no substitution allowed”, “no equal”, “no equivalent”, or other language with similar meaning, in which case no substitutions will be allowed. Pursuant to Paragraph 1.3.F.3, the Contractor may, unless otherwise stated, within three (3) work days after the bid opening, submit a substitution request for any material, product, thing or service, which shall be materially equal or better in every respect to that so indicated or specified (“Specified Item”) and will completely accomplish the purpose of the Contract Documents.

1. *Products Specified which are Commercially Unavailable.* If the Contractor fails to make a request for substitutions for products, within three (3) work days after bid opening, and such products subsequently become commercially unavailable, the Contractor may request a substitution for such commercially unavailable item. The decision to grant this request is solely at the District’s discretion. The written approval of the District, consistent with the procedure for Change Orders, shall be required for the use of a proposed substitute material. The District may condition its approval of the substitution upon the delivery to District of an extended warranty or guaranty or other assurances of adequate performance of the substitution as well as an equitable deduction in the contract sum should the substituted item cost less than the Specified Item. All risks of delay due the approval of a requested substitution by the District, DSA, or any other governmental agency having jurisdiction, shall be on the requesting party. All additional costs, all procurement and construction delays, and all costs for review by the Architect or its consultants shall be the responsibility of the Contractor and will be deducted from Contractor’s pay request.

B. **Substitution Request Form.** Requests for substitutions of materials, products, things or services in place of a Specified Item must be submitted to the District in writing on the District’s Substitution Request Form (“Request Form”) within three (3) work days after bid opening, except as provided for in Paragraph 1.3.F.1.

1. The Substitution Request Form must be accompanied by evidence as to whether the proposed substitution:
 - (a) Is equal in quality/service/ability to the Specified Item;
 - (b) Will entail no changes in detail, construction, and scheduling of related work;
 - (c) Will be acceptable in consideration of the required design and artistic effect;
 - (d) Will provide no cost disadvantage to the District;
 - (e) Will require no excessive or more expensive maintenance, including adequacy and availability of replacement parts; and
 - (f) Will required no change of the construction schedule.
 2. In completing the Substitution Request Form, the bidder shall state, with respect to each requested substitution, that the bidder will agree to provide the Specified Item in the event that the District denies the bidder's request for such requested substitution. In the event the District denies the bidder's requested substitution for a Specified Item, the bidder shall provide the Specified Item without any additional cost or charge to the District and waives all rights to submit a claim.
- C. After Bid Opening.** After bids are opened, the apparent lowest bidder shall provide, within three (3) days of opening such bids, any and all Drawing, Specifications, samples, performance data, calculations, and other information, as may be required to assist the Design Consultant and the District in determining whether the proposed substitution is acceptable. The burden of establishing these facts shall be upon the bidder.
1. After the District's receipt of such evidence by the bidder, the District will make its final decision as to whether the bidder's request for substitution for any Specified Items will be granted. The decision as to whether a proposed request for substitution is equal to a Specified Item shall be at the sole discretion of the District. Any request for substitution that is granted by the District shall be documented and processed through a Change Order. The District may condition its approval of any substitution upon delivery to the District of an extended warranty or guaranty or other assurances of adequate performance of the substitution. Any and all risks of delay due to approval by the District, DSA or any other governmental agency having jurisdiction shall be on the bidder.
 2. If the Design Consultant and District accept a proposed substitution, the Contractor agrees to pay for all District expenses, including but not limited to Division of the State Architect fees, engineering and design services, compensation to the Design Consultant for their required time to process such substitution through the Division of the State Architect, if required, and to make all changes and adjustments in materials or the work of all trades directly or indirectly affected by the substituted item or items at no cost to the District

PART 2 - PRODUCTS

2.1 MATERIALS

- A. Contractor Provided Materials:** The Contractor provided materials shall include any associated equipment and appurtenances required for performing the contract properly and in accordance with the equipment manufacturer's literature.

- B. All materials shall be new, unless otherwise authorized or specified in the scope of work of this specification.

PART 3 - EXECUTION AND RELATED REQUIREMENTS

3.1 GENERAL

- A. **Work Restrictions:** Contractor shall maintain a safe path of travel for all pedestrians and vehicles during construction. Contractor is required to provide safety barricades and alternative routes of travel for pedestrians and vehicles at all times, unless otherwise approved by the District. Anytime the Contractor anticipates it will block and divert existing paths of travel for pedestrians or vehicles, it shall provide a hard copy plan along with proposed wayfinding signage for review by the District at least 3 work days prior to such blockage and diversion. Said plan shall be reviewed and approved by the District prior to commencement of this work by the Contractor.
- B. Contractor shall provide barricades, wayfinding signage, safety signage, and COVID-19 signage around the construction site through Substantial Completion to deter access by students, faculty, and the public to areas under the control of the Contractor.
- C. Contractor will be allowed to have access and use Campus utilities for temporary water and electricity, but Contractor shall be responsible to investigate prior to bid, and for all work necessary to connect to existing utilities for temporary use.
- D. Contractor shall control all construction-generated dust during construction, and clean-up said dust and debris daily to prevent migration to other areas or rooms.
- E. **Scheduling and Coordination:** Before commencing work on a specific area, the Contractor shall confirm that all requirements have been met pertaining to scheduling of the work. The Contractor shall further determine that all required written notices have been given to the District.
- F. **Scheduling and Sequence of Work:** The work shall be prosecuted in such a manner as to cause the least interference with the normal functions of the campus activity in the adjacent areas. Prior to beginning any work, the Contractor shall meet with the District and the Contractor's schedule shall be approved as noted in Article 1.3D above.
- G. **Interruption of Utilities Services:** Interruptions shall be kept to a minimum and shall be at such times and duration as approved ahead of time by the District. No interruption shall occur unless scheduled with the District and approved in advance in writing as to time and duration of such interruption. No utility interruptions that impact building operation during classes will be allowed, and these types of interruptions, if any, shall be scheduled for after normal hours when classes are not in session.

- H. Material, equipment, tools and workmen shall be scheduled and delivered to the Site in a timely manner to avoid delay in the work. Materials provided shall be inspected by the Contractor to make certain they follow the specifications and are free from defects and damage.
- I. Measurements: Before fabrication, obtain necessary field measurements and verify all measurements.
- J. **Bathroom Facilities: The Contractor will NOT be allowed to use College bathroom facilities and the Contractor shall provide porta-potties and cleaning stations to wash hands for construction personnel located at the Site. The location shall be approved in writing by the District before locating the porta-potties.**
- K. Workmanship: Skilled personnel shall execute in a careful, neat, and proficient manner and in compliance with accepted trade practices for all work. All work shall be executed in accordance with Cal/OSHA standards and safety orders. And all work on this contract shall comply with all Local, State, and Federal Environmental Laws.
- L. Incidental Work: Minor incidental materials and work not specifically mentioned herein, but necessary for the proper completion of the specified work, shall be provided without additional cost to the District
- M. Administrative Forms: District shall provide its standard forms for use by Contractor.

3.2 EXISTING CONDITIONS & DRAWINGS

- A. See Section 00210, Information Available to Bidders for documents available for review by the Contractor and its subcontractors prior to and after bid.

3.3 WORK BY CALIFORNIA LICENSED ENGINEER

- A. Note that modifications to existing building structures, fire systems, or ADA changes, if any are discovered during construction, will require DSA approval. Contractor will be granted a non-compensable time extension for the duration it takes to obtain DSA approval. A change order will be negotiated for added direct labor field construction costs, if any.

3.4 NOISE CONTROL

- A. Noise, Vibration, and Odors: Coordinate operations that may result in high levels of noise and vibration, odors, or other disruption to building occupants.
 1. Notify District's Representative not less than two days in advance of proposed disruptive operations.
 2. Obtain District's Representative's written permission before proceeding with disruptive operations.

3.5 SITE WORK-Not Used

3.6 PROJECT CLOSEOUT REQUIREMENTS (After Substantial Completion & Before Final Completion)

- A. Refer to the Drawings listed in Section 00010, Table of Contents for requirements, and these Supplementary General Conditions.
- B. Provide final clean-up of Site prior to Final Completion.
- C. Warranty
 - 1. The Contractor warrants to the District that material and equipment furnished under the Contract will be of the highest quality and new unless otherwise required or permitted by the Contract Documents, that the Work will be free from defects not inherent in the quality required or permitted, and that the Work will conform with the requirements of the Contract Documents. Work not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective. Contractor's warranty and guaranty to District includes, but is not limited to the following representations:
 - a. In addition to any other warranties and guaranties provided elsewhere, Contractor shall, and hereby does, warrant all Work after the Certificate of Substantial Completion date issued by District and shall repair or replace any or all such work, together with any other work, which may be displaced in so doing that may prove defective in workmanship or materials within a one (1) year period from date of completion as defined in Public Contract Code Section 7107(c) without expense whatsoever to District, ordinary wear and tear, unusual abuse or neglect excepted. District will give notice of observed defects with reasonable promptness. Contractor shall notify District upon completion of repairs.
 - b. In the event of failure of Contractor to comply with above mentioned conditions within one week after being notified in writing, District is hereby authorized to proceed to have defects repaired and made good at expense of Contractor who hereby agrees to pay costs and charges therefore immediately on demand.
 - c. If, in the opinion of the District, defective Work creates a dangerous condition or requires immediate correction or attention to prevent further loss to the District, the District will attempt to give the notice required by this Article. If the Contractor cannot be contacted or does not comply with the District's requirements for correction within a reasonable time as determined by the District, the District may, notwithstanding the provisions of this article, proceed to make such correction or attention which shall be charged against Contractor. Such action by the District will not relieve the Contractor of the guarantee provided in this Article or elsewhere in this Contract.
 - d. This Article does not in any way limit the guarantee on any items for which a longer warranty or guaranty is specified or on any items for which a manufacturer gives a guarantee for a longer period. Contractor shall furnish District all appropriate guaranty or warranty certificates upon completion of the project.
 - 2. Format - All Warranties/Guaranties and shall include:

- a. Contractor, subcontractor, and equipment supplier shall provide Warranties and Guaranties on their original company letterhead with original signature.
 - b. Contractor shall provide original Warranties and Guaranties. Photocopies, fax and e-mail copies are not acceptable.
3. Preparation
- a. Contractor shall obtain warranties and guaranties, executed in duplicate by each applicable and/or responsible subcontractor(s), supplier(s), and manufacturer(s), within fifteen (15) days after Certificate of Substantial Completion date of the applicable Work. Except for items put into use with District's permission, Contractor shall leave date of beginning of time of warranty or guaranty blank until the date of completion is determined by District.
 - b. Contractor's Response to Construction Warranty and Guaranty Service Requirements: Following oral or written notification by the District, respond to construction warranty and guaranty service requirements within 24 hours, or earlier in case of emergency.
4. Warranty and/or Guaranty Tags
- a. At the time of installation of mechanical equipment or other major system elements, tag each warranted or guaranteed item with a durable, oil and water-resistant tag approved by the District. Attached each tag with a copper wire and spray with a silicone waterproof coating. The date of Substantial Completion and the Contractor Authorized signature must remain blank until the date the District makes a determination of Substantial Completion. Show the following information on the tag:

WARRANTY/GUARANTY INFORMATION – [insert project number and name on actual tag]

- a. Type of product/material_____.
- b. Model number_____.
- c. Serial number_____.
- d. Contract number_____.
- e. Warranty/Guaranty period_____ (months) from_____ to_____.
- f. Inspector's signature_____.
- g. Construction Contractor_____.
- Address_____.
- Telephone number_____.
- h. Warranty or Guaranty contact_____.
- Address_____.
- Telephone number_____.
- i. WARNING - PROJECT PERSONNEL TO PERFORM ONLY OPERATIONAL MAINTENANCE DURING THE WARRANTY PERIOD.

3.7 Project As-Built

- A. Contractor shall dedicate one complete full-size set of the Contract Drawings and one complete Project Manual for use in documenting as-built conditions, including but not limited to; RFIs, ASI, PCOs and Change Order.

- B. Contractor shall submit to District in hard copy one original and two copies of all Project As-Built Documents. In addition, one electronic copy shall be submitted to District. District reserves the right to require resubmittal in accordance with these Supplementary General Conditions if the documents are inaccurate or incomplete, or otherwise fail to meet the requirements of these Contract Documents.
- C. **Electronic Media Format:** Electronic media format for all Project As-Built Documents shall be Adobe PDF, with chapter markers and/or bookmarks inserted in place of the equivalent hard copy section tabs. Electronic copy shall include all tables, charts, drawings, codes and all other matters reflected in hard copies. Electronic media files shall be delivered on a unique CD-ROM or flash drive.

3.8 TIME OF COMPLETION

- A. See Section 00300, Bid Proposal Form for specific requirements to complete the Work. Time requirements are also included in Section 00600, Construction Agreement.
- B. **Substantial Completion:** The date on which the Work or designated portion thereof, as certified by the District and Architect, is sufficiently complete, in accordance with the Contract Documents, so the District may occupy or utilize the Work or designated portion thereof for the use for which it is intended.
- 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, 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 Completion:** The date when all Work for the total project has been completed in accordance with the terms of the Contract Documents and has been inspected following completion of Work identified in the Punch List Inspection and accepted by the Architect and the District. Final Completion is also sometimes referred to as Final Acceptance.

3.9 ADDITIONAL REQUIREMENTS FOR DSA-APPROVED PROJECTS

- A. All substitutions affecting DSA regulated items shall be considered as a Construction Change Document or Addenda and shall be approved by DSA prior to fabrication and installation, as required by IR A-6 and Section 4-338(c), Part 1. Substitutions shall be for any material, system or product that would otherwise be regulated by DSA.
- B. All Addenda must be signed by **Engineer of Record** and approved by DSA (Section 4-338, Part 1).

- C. The Construction Change Documents (Section 4-338(c), Part 1) must be signed by all the following:
1. A/E of Record
 2. Structural Engineer (when applicable)
 3. Delegated Professional Engineer (when applicable)
 4. DSA



CONTRA COSTA COMMUNITY COLLEGE DISTRICT

500 Court Street, Martinez, CA 94553

SUBSTITUTION REQUEST FORM

Contractor Name: _____
Contract #: _____

RFS # _____ Date: _____

DSA Application #: _____

Campus: Contra Costa College

Project No., Name: _____

Contractor pursuant to General Conditions submits the proposed items. If the District accepts such items so described, the undersigned may furnish such item with all necessary labor, materials, equipment and incidentals to perform and complete the Work.

Item No.	SPECIFIED ITEM OR DRAWING	SPECIFICATION SECTION	PROPOSED SUBSTITUTION (and name of Subcontractor if different)

CERTIFICATION

Under penalty of perjury under the Laws of California, I certify that the proposed substitution will be readily available, perform adequately the functions and achieve the results called for by the design concept, be similar in substance to that specified, and be suited to the same use as that specified in Contract Documents.

Contractor: _____

(Please print name of company) Name and Title (print/type) Contractor Authorized Representative Date

A. Does the substitution affect dimensions shown on Drawings?
B. Will the undersigned pay for changes to the building design, including engineering and detailing costs caused by the requested substitution?
C. What effect does the substitution have on other trades?
D. Will substitution cause change to Project Schedule, or to critical delivery dates? Add ? Shorten ?
E. Differences between proposed substitution and specified item?
F. What is the Cost Differential including all mark-ups?
G. Are Manufacturer's guarantees for the proposed item the same as for item specified? Explain differences.
H. The undersigned accepts full responsibility for delays caused by redesign of other items of the Work necessitated by substitution.
I. The undersigned states that the function, appearance and quality are equivalent or superior to the specified item.

A/E Response:	District Representative Response:
<input type="radio"/> Accepted	<input type="radio"/> Accepted
<input type="radio"/> Not Accepted	<input type="radio"/> Not Accepted
<input type="radio"/> Accepted As Noted	<input type="radio"/> Accepted As Noted
<input type="radio"/> Received Too Late	<input type="radio"/> Received Too Late
BY: _____ Date: _____	By: _____ Date: _____

END OF SECTION 00800