



BID DOCUMENTS COVER SHEET

CONTRACT DOCUMENTS

FOR

**P-9035 Los Medanos College
Music Building Controls Upgrade**

AT

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

CONTRA COSTA COMMUNITY COLLEGE DISTRICT

Consists of the following:

**VOLUME 1
SPECIFICATIONS**

August 30, 2022

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Campus Overview

LOS MEDANOS COLLEGE

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

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

Pre-bid Meeting Location -
Outside of Music Building

Smoking restricted to parking lot areas.

- E-Charging Stations
- All Gender Restrooms
- Accessible Parking
- Accessible Entrance
- Bus Stop
- Elevator



Section 00100
NOTICE INVITING BIDS

P-9035 Los Medanos College Music Controls Upgrade

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 **P-9035 Los Medanos College Music Building Upgrade**.

Construction Cost Estimate (Range): \$125,000 - \$225,000.

License Required: California B - General Building or C-20 Warm Air Heating, Ventilating and Air Conditioning.

SCOPE OF WORK: In general, the Work consists of the following, but not limited to:

- Replacing the existing Andover direct digital control (DDC) systems at Los Medanos Music Building with a new ALC Building Automation System (BAS).

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 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. Builders Exchanges around Northern California are also notified.

All questions related to this project must be submitted electronically, *no later than Wednesday, September 14, 2022, prior to 2:00 PM* to:

Ben M. Cayabyab, Contracts Manager
Contra Costa Community College District
Email: bcayabyab@4cd.edu

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:

PLEASE NOTE: A Site Visit will be held immediately following the Pre-Bid meeting. Please sign in on the attendance Log.

MANDATORY Pre-Bid Meeting and Job Walk: September 7, 2022, at 11:00 AM
Parking Lot C
Los Medanos College (see map – Section 00016)
2700 E. Leland Road, Pittsburg, CA.

BIDS DUE no later than: Wednesday, September 28, 2022, at 2:00 PM
Bids Must Be Received at: CONTRA COSTA COMMUNITY COLLEGE DISTRICT (Lobby)
500 Court St.
Martinez, CA 94553
Attn: Ben Cayabyab – Contracts Manager (CCCCD)

Bids must be received by the District prior to the time and by the date noted above. Bids that are not received by the District prior to the time and by the date noted above will not be accepted, and will be returned to the Bidder, unopened. The District is not responsible for lost or misplaced proposals delivered by a 3rd party carrier.

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

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, available at the DIR website at <https://www.dir.ca.gov/oprl/pwappwage/PWAppWageStart.asp>. 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.

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

The contract time is **165 Calendar Days** between the Notice to Proceed date and the Contract Substantial Completion date. Attention is directed to Section 00600, Construction Agreement, Article 5, regarding liquidated damages. Liquidated Damages shall be set for **One Thousand Dollars (\$1,000)** for each Calendar Day the Work is delayed beyond the contract Substantial Completion date; and **Five Hundred Dollars (\$500)** for each Calendar Day Remaining Work is delayed beyond the Contract Final 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 00200
INSTRUCTIONS TO BIDDERS

1.1 ISSUING OF DOCUMENTS

Bidding Documents may be examined on the District's Open Solicitations web page, <https://webapps.4cd.edu/apps/purchasingviewbids/default.aspx>.

1.2 IMPORTANT DATES

MANDATORY Pre-Bid Meeting and Job Walk:	September 7, 2022, at 11:00 AM, Parking Lot C Los Medanos College (see map – Section 00016) 2700 E. Leland Road, Pittsburg, CA.
LAST DAY FOR RFI:	September 14, 2022, prior to 2pm
LAST DAY FOR ADDENDUM:	September 21, 2022
BIDS DUE no later than:	Wednesday, September 28, 2022, at 2:00 PM

1.3 QUALIFICATIONS OF BIDDERS

- A. Bidders may be required to furnish evidence satisfactory to the District and the Architect that he has sufficient means and has had sufficient experience in the class of work called for to enable him to complete the Contract in a satisfactory manner.
- B. Bidders shall be Contractors properly licensed in accordance with the laws of the State of California.
- C. The successful Bidder shall furnish satisfactory Certificates of Insurance coverage as specified in the Contract Documents.

1.4 RECEIPT AND OPENING OF BIDS

- A. Contra Costa Community College District hereinafter referred to as the District, will receive Bids at the same time and place specified in the Notice inviting Bids.
- B. Complete the Bid Proposal Form included in the Project Manual.
- C. The envelopes containing the Bids shall be sealed, addressed to the District, and designated as ***"P-9035 Los Medanos College Music Controls Upgrade, Contra Costa Community College District"***. The envelope shall contain the name and address of the Bidder.
- D. Bids that are mailed shall have the previously described envelope placed inside an envelope addressed to: **CONTRA COSTA COMMUNITY COLLEGE DISTRICT, 500 Court Street, Martinez, CA 94553, ATTENTION: Ben Cayabyab, Contracts Manager**. Bids should be mailed in time to be received prior to the time set forth in the Notice inviting Bids. The District is not responsible for lost or late proposals from 3rd party carriers.
- E. Bids which are conditional (or which make alterations, omissions, or reservations to the terms of the Bidding Documents) may be rejected as non-responsive.
- F. All monetary figures are required, both in writing and in numerals. In event of conflict between written quotations and numerical quotations, written quotations shall govern.
- G. Type or print all bid data legibly in ink except signatures which shall be in script. Mistakes may be crossed out and corrections inserted, if each is initialed in ink by signer of Bid.

- H. Bidder's business address and signature shall be on the Bid. A Bid by a partnership shall furnish the full names of partners and be signed in the partnership name by one member of the partnership, or by authorized representative, followed by the signature and designation of the person signing. Bids by corporations, with corporate seal affixed, shall be signed with the legal name of the corporation followed by the name of the state of incorporation and by the signature and designation of the person authorized to bind it to the matter. The name of each person signing shall also be typed or printed below the respective signatures. When required by the District, satisfactory evidence of authority of the office signing on behalf of the corporation shall be furnished.
- I. No Bids will be received after the date and time set forth in the Notice Inviting Bids.

1.5 BID SECURITY

- A. Submit with the Bid a Bid Security in the amount of 10 percent (10%) of the Bid.
- B. The District reserves the right to forfeit the Bid Bond submitted for failure of the successful bidder to secure Payment & Performance Bonds.

1.6 SURETY BONDS

- A. The successful Bidder shall furnish a Labor and Material Payment Bond in the amount equal to one hundred percent (100%) of the Contract Price and a faithful Performance Bond in the amount equal to 100 percent (100%) of the Contract Price as security for the successful performance of the work and payment of persons performing labor and furnishing materials. The Bonds shall be executed by a surety company or companies acceptable to the District and authorized to execute such in the State in which the Project is located and shall be furnished within 10 days after Notice of Acceptance of said Bid. Surety shall be made in favor of the District and shall cover the guarantee periods as well as the construction period.

1.7 WITHDRAWAL OR REVISIONS OF BID

- A. This Bid may be withdrawn or revised prior to the scheduled time for receipt. Bids not withdrawn prior to the scheduled time for receipt may not be withdrawn for a period of 90 days.

1.8 BID PROTESTS

- A. Inquiries or questions based on alleged patent ambiguity of the plans, specifications or estimate must be communicated as a bidder inquiry prior to bid opening. Any such inquiries or questions, submitted after bid opening, will not be treated as a bid protest.
- B. Bidder may file a protest with the District against the Bid of other Bidder or Bidders ("Bid Protest") subject to the provisions of this Article. The procedures and time limits set forth in this Article are mandatory and are a Bidder's sole and exclusive remedy in protesting other Bidders' bids. Failure to comply with these procedures shall constitute a waiver of any right to pursue a Bid Protest, or to contest the District's award of the contract for the work that is the subject of the Bid, in any legal proceeding before any authority with jurisdiction.
- C. Bid Protests and Responses shall be governed by the following time limitations:
 - 1. Bidder must deliver any Bid Protest to the District in writing before 2:00PM, five (5) working days after the date of bid opening. The District will reject any Bid Protest not received by the District by this deadline. Bidder must concurrently deliver a copy of its Bid Protest to all Bidders against whose Bids the Bid Protest is directed. The Bidder must include with its Bid Protest

written proof to the District's satisfaction that Bidder has delivered a copy of its Bid Protest to the other Bidder whose bid is the subject of the Bid Protest.

2. A Bidder whose Bid is the subject of a Bid Protest must deliver its written response, if any, ("Response") to the District, before 2:00PM, five (5) working days after the date of bid opening. The District will reject any Response not received by the District by this deadline.
- D. Delivery of Bid Protest or Response:
1. Bidder may deliver a Bid Protest to the District by personal delivery or electronic transmission such as by facsimile. Bidder is solely responsible for ensuring that the District receives any Bid Protest or Response by the deadlines set forth herein.
 2. The District will not consider Bid Protests or Responses by telephone conversation or any other non-written communication.
 3. Bidder shall submit any Bid Protest or Response to: Amy Sterry, Director of Purchasing and Contract Services, Contra Costa Community College District, 500 Court Street, Martinez, CA 94553, Facsimile: 925-370-7512.
- E. Content of Bid Protest:
1. A Bid Protest must state the basis for the protest and provide supporting evidence.
 2. A Bid Protest must refer to the specific portion of the Bid that forms the basis of the protest.
 3. A Bid Protest must include the name, address, and telephone number of the person representing the protesting Bidder.
 4. A Bid Protest must be clearly identified as a Bid Protest.

1.9 AWARD AND REJECTION OF BIDS

- A. In awarding or rejecting Bids, the District reserves the following rights:
1. Identification of successful Bidder will not be determined at time of opening Bids.
 2. To obtain opinion of counsel on legality and sufficiency of bids.
 3. To reject all Bids, to re-bid, or waive irregularities or informalities in a Bid, and to accept or reject alternates.
 4. Request proof that the successful Bidder can provide performance and payment bonds as required.

1.10 EXAMINE DOCUMENTS AND VISIT SITE

- A. Before submitting a Bid, the Bidder shall examine the Bidding Documents, visit the site of the work, attend the required site visit arranged by the District and obtain Certification of Attendance signed by the District, ascertain existing conditions and limitations, including those of labor, and include in the Bid a sum to cover the cost of all items described in the Contract Documents.
- B. No consideration will be granted for alleged misunderstanding of the materials to be furnished or work to be done. The tender of a Bid carries with it the agreement to terms and conditions referred to in the Contract Documents.

1.11 DISCREPANCIES, AMBIGUITIES, OR CONFLICTS

- A. If the Bidder is in doubt as to the true meaning of any part of the Contract Documents; finds discrepancies, errors or omissions therein; or finds variances in any of the Contract Documents with applicable rules, regulations, ordinances and/or laws, a written request for an interpretation

or correction thereof must be submitted to the District's Contract Manager. Bidders are solely responsible for submitting to District's Contract Manager such request. Ambiguities or inconsistencies arising as a result of separation of sections or portions of the drawings or specifications by or for subcontractor bidding shall not relieve the Contractor for providing the complete Work without increase to or adjustment in the Contract Price or the Time for performance. Interpretations or corrections of the Contract Documents will be by written addendum issued by the Architect. No person is authorized to render an oral interpretation or correction of any portion of the Contract Documents to any Bidder, and no Bidder is authorized to rely on any such oral interpretation or correction. Failure to request interpretation or clarification of any portion of the Contract Documents pursuant to the foregoing is a waiver of any discrepancy, defect or conflict therein.

1.12 ADDENDA

- A. Cost for work included in any Addenda issued during the time of bidding shall be included in the Bid, and will become a part of the Contract. List Addenda received as indicated on the Bid Form.

1.13 FORM OF AGREEMENT

- A. The form of agreement to be used for the Contract is provided by the District and is included in the Project Manual.

1.14 AWARD OF CONTRACT

- A. The District will be allowed a period of ninety (90) days after Bid Opening Date for evaluating the Bids.
- B. Bidders of record will be notified of the results of the District's evaluation of bids and Award of Contract, if any.
- C. The contractor shall begin work within ten (10) calendar days of receipt of Notice to Proceed.

END OF SECTION 00200

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 documents titled:
1. "LMC Music Combined As-Built Reference Drawings.pdf"
- 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

Contractor Name: _____

**SECTION 00300
BID PROPOSAL FORM**

PROJECT NUMBER / NAME: P-9035 Los Medanos College Music Controls Upgrade

CAMPUS / LOCATION: Los Medanos College, 2700 E Leland Rd, Pittsburg, CA 94565

DISTRICT: CONTRA COSTA COMMUNITY COLLEGE DISTRICT
500 Court St, Martinez, CA 94553

Herein Referred to as "District"

1. INTRODUCTION

- A. The Bidder proposes to perform the Work for the Contract Sum and within the proposed Contract Time, based upon an examination of the site and the Bid and Contract Documents.
- B. The Bidder certifies this Bid is submitted in good faith.
- C. The Bidder agrees that the Contract Sum and other proposed terms will be considered in evaluating Bids and may be negotiated and adjusted before awarding of Contract.
- D. The signed copy of SECTION 00450, CERTIFICATION OF SITE VISIT shall be attached to the Bid Form.
- E. A fully executed Non-Collusion Affidavit, signed by an authorized officer of the Bidder submitting Bid, shall be attached to the Bid Form.
- F. **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 Item 2.A Base Bid, 2.B Unit Prices 2.B.1 through 2.B.7, and all listed Additive/Deductive Alternates 3.1 through 3.3.**
- G. The District reserves the right to delete any or all Add/Deductive Alternates and Unit Pricings, if any, to determine contract amount after the lowest bidder has been determined through the method detailed above. The District also reserves the right to delete any or all Add Alternates and Unit Pricings through change orders within **25 calendar days** after the Award of Contract. If deleted by the District, the deleted dollar amount shall be the amount listed for the specific Add Alternate. The Contract Time will remain the same regardless if any Add/Deductive Alternate is deleted.

2. CONTRACT SUM

A. BASE BID

For labor, materials, bonds, fixtures, equipment, tools, transportation, services, sales taxes, overhead and profit, and other costs necessary to complete the general construction in accordance with the Contract Documents, for a stipulated Contract Sum in the amount of:

_____ Dollars (\$ _____)
write amount above

B. UNIT PRICES

When estimated quantities as noted below, are exceeded, the Contractor will be compensated per the unit prices listed below. Contractor shall honor the unit price even when the quantities go beyond what is shown below. Should these unit costs not be required a deductive change order will be issued.

Unit prices include labor, materials, bonds, fixtures, equipment, tools, transportation, services, sales taxes, overhead and profit, and other costs necessary to complete the general construction in accordance with the Contract Documents, for a stipulated Contract Sum in the amount of:

(SEE SPECIFICATION SECTION 250000 BUILDING AUTOMATION SYSTEM SUBSECTION 1.3.F FOR FULL DESCRIPTIONS OF SCOPE FOR EACH UNIT PRICE)

1. Unit Price #1: Slide-in Retrofit VAV

_____ Qty: 1 x \$ _____
write amount above
SUBTOTAL \$ _____

2. Unit Price #2: Replace Reheat Coil with new 2-row coil

_____ Qty: 1 x \$ _____
write amount above
SUBTOTAL \$ _____

3. Unit Price #3: Controls for each VAV using TS-3A Sensor

_____ Qty: 1 x \$ _____
write amount above
SUBTOTAL \$ _____

4. Unit Price #4: TS-3C Sensor in lieu of TS-3A Sensor

_____ Qty: 1 x \$ _____
write amount above
SUBTOTAL \$ _____

5. Unit Price #5: TS-3CC (CO2) Sensor in lieu of TS-3A Sensor

_____ **Qty: 1 x** \$ _____
write amount above
SUBTOTAL \$ _____

6. Unit Price #6: Relocate Thermostat 20 feet (Patch/Paint)

_____ **Qty: 1 x** \$ _____
write amount above
SUBTOTAL \$ _____

7. Unit Price #6: Demolish Pneumatic Thermostat (Patch/Paint)

_____ **Qty: 1 x** \$ _____
write amount above
SUBTOTAL \$ _____

3. ADDITIVE/DEDUCTIVE ALTERNATES

(SEE NEW SPECIFICATION SECTION 250000 BUILDING AUTOMATION SYSTEM SUBSECTION 1.3.E FOR FULL DESCRIPTION OF SCOPE FOR ADDITIVE/DEDUCTIVE ALTERNATES)

1. Clearing Duct Obstructions Add/Deduct (circle one)
_____ Dollars (\$) _____
write amount above

2. MS/TP to Level 2 Zones Add/Deduct (circle one)
_____ Dollars (\$) _____
write amount above

3. Normal Working Hours for Classrooms/Labs Add/Deduct (circle one)
_____ Dollars (\$) _____
write amount above

4. COMPLETION TIME

A. For establishing the Date of Final Completion, the contract time for the Base Bid shall be as indicated in Section 00600, Construction Agreement. This time may be subject to modification to facilitate the work, as mutually agreed upon at a later date.

B. The Bidder certifies that the Bid is based on the Contract Time for completion as stated in Section 00600, Construction Agreement. Bidder further certifies that the Base Bid amount is sufficient to cover all labor, materials, central office and construction site overhead, profit, and all other costs related to the completion of the Project for the entire Project

construction time for both the General Contractor and all Subcontractors, as stated above in paragraphs 2 and 3.

ADDENDA

- A. The Bidder acknowledges receipt of the following Addenda, and certifies the Bid has provided for all modifications and considerations required therein.

None []

Addendum No.: _____ dated _____

Addendum No.: _____ dated _____

Addendum No.: _____ dated _____

Addendum No.: _____ dated _____

- B. List of Additional Addenda Attached: Yes [] No [].

5. DESIGNATION OF SUBCONTRACTORS

- A. The Bidder has set forth a complete list indicating the type of work, name, and business address of each Subcontractor who will perform work in excess of one-half of one percent of the Contract Sum.
- B. Any portion of the work in excess of the specified amount having no designated Subcontractor shall be performed by the Bidder.
- C. Substitution of listed Subcontractors will not be permitted unless approved in advance by the District.
- D. Prior to signing the Contract, the District reserves the right to reject any listed Subcontractor.

	Type of Work	Subcontractor's Name	Business Address/Phone	CSLB License # and DIR Registration #
1				
2				
3				

- E. Complete list of Subcontractors is attached: Yes [] No []
- F. Continuation list of Subcontractors is attached: Yes [] No []

6. ACCEPTANCE AND AWARD

- A.** The District reserves the right to reject this Bid and to negotiate changes before or after execution of the Contract. This Bid shall remain open and shall not be withdrawn for a period of 90 days after Bid Opening date.
- B.** If written notice of acceptance of this Bid is mailed or delivered to the Bidder within 90 days after the date set for the receipt of this Bid, or other time before it is withdrawn, the Bidder will execute and deliver to the District a Contract prepared by District with the required Surety Bonds and Certificates of Insurance, within 10 days after personal delivery or deposit in the mail of the notification of acceptance.
- C.** Notice of acceptance or request for additional information may be addressed to the Bidder at the address provided.

7. BID SECURITY

- A.** The required 10 percent (10%) Bid Security for this Bid is attached in the form of:

() Bid Bond Issued By: _____

() Certified or Cashier's Check No. _____

Issued by: _____

8. BIDDER'S BUSINESS INFORMATION

- A. Individual []:** _____

Personal Name: _____

Business Name: _____

Address: _____

Zip Code: _____

Telephone: _____

Fax Number: _____

- B. Partnership []:** _____

Co-partners' Names: _____

Business Name: _____

Address: _____

Zip Code: _____

Telephone: _____

Fax Number: _____

C. Corporation []: _____

Firm Name: _____

Telephone: _____

Fax Number: _____

State of Incorporation: _____

President: _____

Secretary: _____

Treasurer: _____

Manager: _____

D. Power of Attorney: Name: _____

Title: _____

E. Contractor License No. _____ **State of** _____

F. Bidder is submitting this proposal on behalf of a Joint Venture. Names, license numbers, and relevant information are given on a separate attachment:

Yes [] No [].

G. Upon request, furnish appropriate documentation to substantiate and/or support the data given.

9. The undersigned hereby certifies under penalty of perjury under the laws of the State of California that all the information submitted by the Bidder in connection with this Bid and all the representations herein made are true and correct.

Executed this day of _____

CSLB License No.

Expiration Date

DIR Registration No.

Firm Name

Signature

By (Print or Type Name)

Title

End of Section 00300



Section 00350

NONCOLLUSION AFFIDAVIT
(TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID)

State of California

County of Contra Costa

_____, being first duly sworn, deposes and says that he or she is of _____, the party making the foregoing bid that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

I certify (or declare) under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Date: _____ Signature: _____

State of California
County of Contra Costa

On _____, before me, _____, Notary Public, personally appeared

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

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

WITNESS my hand and official seal.

Date: _____ Signature: _____

[SEAL]

END OF SECTION 00350



SECTION 00450

CERTIFICATION OF SITE VISIT

The Governing Board of the
Contra Costa Community College District
500 Court Street
Martinez, California 94553

Gentlemen/Ladies:

I visited the **P-9035 Los Medanos College Music Controls Upgrade** job site,

on _____ at _____ AM PM (Circle One)

to inspect the proposed work, which would be turned over to me in its present condition, with a representative of the Contra Costa Community College District in order to acquaint myself with the proposed work so that I might fully understand the facilities, difficulties, and restrictions attending the execution of the work under the contract, and acknowledge I had the opportunity to check the Record Drawing as-built drawings and/or previous Contract Documents, site conditions and Bid Documents with the authorized representative of the District.

Owner Representative:

Project Manager / CM – CCCCDC Facilities

Date

or

Manager – Buildings & Grounds

Date

Bidder:

Name of Firm or Company

Authorized Signatory

Address

Phone Number

Fax Number

NOTE: Any bidder who fails to return this CERTIFICATION, fully executed, including signature of company representative AND a Contra Costa Community College District representative, with the proposal form, may have their bid rejected as non-responsive.

END OF SECTION 00450

**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

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: _____

STATE OF CALIFORNIA)
) ss.
COUNTY OF)

On _____ before me, _____, (insert name and title of the officer)
a Notary Public in _____ and for said _____ State, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument as the Attorney-in-Fact of the _____ (Surety) and acknowledged to me that he/she/they subscribed the name of the _____ (Surety) thereto and his own name as Attorney-in-Fact on the executed instrument.

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

WITNESS my hand and official seal.

Notary Public in and for said State

(SEAL)

Commission expires: _____

NOTE: A copy of the power-of-attorney to local representatives of the bonding company must be attached hereto.

**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 Obligees 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 Obligees 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 Obligees'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 Obligees of the lowest responsible bidder, arrange for a contract between such bidder and the Obligees 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 Obligees under the Contract and any modifications thereto, less the amount previously paid by the Obligees to the Principal, less any withholdings by the Obligees allowed under the Contract.

Surety expressly agrees that the Obligees 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 Obligees, 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 Obligees 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 Obligees is required to engage the services of an attorney in connection with enforcement of the bond, Contractor and Surety shall pay Obligees' 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 Obligees and judgment is recovered, the Surety shall pay all costs incurred by the Obligees 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: _____

STATE OF CALIFORNIA)
) ss.
COUNTY OF)

On _____ before me, _____
(insert name and title of the officer)

On _____, before me, _____, a Notary

Public in and for said State, personally appeared _____, who
proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
subscribed to the within instrument as the Attorney-in-Fact of the _____
(Surety) and acknowledged to me that he/she/they subscribed the name of the
_____ (Surety) thereto and his own name as Attorney-in-Fact on the
executed instrument.

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

WITNESS my hand and official seal.

Notary Public in and for said State

(SEAL)

Commission expires:_____

NOTE: A copy of the power-of-attorney to local representatives of the bonding company
must be attached hereto.

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 District the insurance certificates required in Section 00800, for insurance required in Section 00600, Construction Agreement.

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

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 **October 12, 2022**.

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

Contractor _____
Address: _____

(§1.2) Effective Date: See Article 1.4, below.

(§1.3) The Work: **P-9035 Los Medanos College Music Controls Upgrade**

(§1.4) Completion Time: **165 Calendar Days** from the Notice to Proceed to Substantial Completion, and **60 Calendar Days** from Substantial Completion to Final Completion (Remaining Work).

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

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

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

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

2. SCOPE OF WORK:

In general, the Work consists of the following, but not limited to: Replacing the existing Andover direct digital control (DDC) systems at Los Medanos Music Building with a new ALC Building Automation System (BAS). See Section 00010, Table of Contents, for a list of all the Contract Documents (specifications and drawings) included in this the scope of work, including addendums issued and referenced in the Contractor's bid form (Section 00300).

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- drawings and specifications.
- (c) The work can be changed only with Public Agency's prior written order specifying such change and its cost agreed to by the parties; and the Public Agency shall never have to pay more than specified in Section 1.7 without such an order.

4. TIME: NOTICE TO PROCEED AND ACCEPTANCE

- (a) Contractor shall start this work as directed in the specifications or the Notice to Proceed and shall complete it as specified in Section 1, Completion Time.
- (b) Remaining Work after Substantial Completion. If the Architect or District determines that the work required by the Contract is Substantially Complete during any inspection conducted pursuant to this Agreement or **Specification Section 00800, SUPPLEMENTARY GENERAL CONDITIONS**, the Contractor shall be notified of that determination and the District shall determine if there is Remaining Work. A list of Remaining Work shall be issued only by the District or the Architect and only after the District has certified Substantial Completion. The District or Architect shall give the Contractor the necessary instructions for correction or completion of the Remaining Work, and the Contractor shall immediately comply with and execute such instructions within the Contract Time. Upon completion of the Remaining Work, another inspection shall be made that shall constitute the Final Inspection, provided the Remaining Work has been completed to the satisfaction of the District. If the remaining work has been completed to the satisfaction of the District, the District shall make the final acceptance and notify the Contractor in writing of this acceptance as of the date of Final Inspection.
- (c) Final Acceptance – Upon due notice from the Contractor of completion of the entire project, the District shall make an inspection. If all construction provided for and contemplated by the contract is found to be completed to the District's satisfaction, then that inspection shall constitute the Final Inspection and the District shall notify the Contractor in writing of final acceptance effective as of the date of the Final Inspection.
- (d) Default for failure to Complete Remaining Work In the event the Contract Time expires before the Remaining Work is completed to the satisfaction of the District, the District may provide notice to the Contractor that the Remaining Work shall be completed by Contractor to the satisfaction of the District within ten consecutive calendar days from the date of such notice. The failure of the Contractor to satisfactorily complete the Remaining Work within the ten days shall entitle to District to declare Contractor in default and thereafter terminate the Contract. The ten-day notice provided under this paragraph shall not be construed as adding any time to the Contract Time and is a time period solely for the purposes of providing notice of default.
- (e) Application for Final Payment. After the Contractor has completed all Remaining Work to the satisfaction of the District and delivered all maintenance and operating instructions, schedules, guarantees, warranties, bonds, certificates of inspection, marked-up record documents and other documents as required by the Contract, and after the District or Architect has indicated that the

work is acceptable, Contractor may make application for final payment following the Payments Procedures for progress payments. The final application for payment shall be accompanied by all documentation called for in the Contract Documents, together with complete and legally effective releases or waivers (satisfactory to the District) of all liens arising out of or filed in connection with the work on the project.

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

5. LIQUIDATED DAMAGES

5.1 LIQUIDATED DAMAGES - SUBSTANTIAL COMPLETION

If the Contractor fails to complete this contract and this Work within the time fixed therefore, allowance being made for contingencies as provided herein, Contractor becomes liable to the Public Agency for all its loss and damage there from; and because, from the nature of the case, it is and will be impracticable and extremely difficult to ascertain and fix the Public Agency's actual damage from any delay in performance hereof, it is agreed that Contractor will pay as liquidated damages to the Public Agency the reasonable sum specified in Section 1, the result of the parties' reasonable endeavor to estimate fair average compensation therefore, for each calendar day's delay in finishing said Work; 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 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 drawings and not mentioned in the specifications or special provisions, or vice versa, is to be executed as if exhibited, mentioned and set forth in both, to the true intent and meaning thereof when taken all together; and differences of opinion concerning these shall be finally determined by the Public Agency.

7. PAYMENT

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

8. PAYMENTS WITHHELD

- (a) The Public Agency or its agent may withhold any payment, or because of later discovered evidence nullify all or any certificate for payment, to such extent and period of time only as may be necessary to protect the Public Agency from loss because of:
 - (1) Defective work not remedied, or work not completed, or
 - (2) Claims filed or reasonable evidence indicating probable filing, or
 - (3) Failure to properly pay subcontractors or for material or labor, or
 - (4) Reasonable doubt that the work can be completed for the balance then unpaid, or
 - (5) Damage to another contractor, or
 - (6) Damage to the Public Agency, other than damage due to delays.
- (b) The Public Agency shall use reasonable diligence to discover and report to the Contractor, as the work progresses, the materials and labor which are not satisfactory to it, so as to avoid unnecessary trouble or cost to the Contractor in making good any defective work or parts.
- (c) Thirty-five (35) calendar days after Public Agency files its notice of completion of the entire work, it shall issue a certificate to the Contractor and pay the balance of the contract sum 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

Contractor's Liability 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, if any, 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.

Subcontractor Insurance Requirements: The Contractor shall require its Subcontractors to take out and maintain similar public liability insurance and property damage insurance as required under the above paragraph, titled "Contractor's Liability Insurance, in amounts commensurate with the value of the subcontract. A "claims made" or modified "occurrence" policy shall not satisfy the requirements of the above paragraph, titled "Contractor's Liability Insurance, without prior written approval of the District.

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.

Workers' Compensation Insurance: During the term of this Contract, the Contractor shall provide workers' compensation insurance for all of the Contractor's employees engaged in Work under this Contract on or at the Site of the Project and, in case any of the Contractor's Work is subcontracted, the Contractor shall require the Subcontractor to provide workers' compensation insurance for all the Subcontractor's employees engaged in Work under the subcontract. Any class of employee or employees not covered by a Subcontractor's insurance shall be covered by the Contractor's insurance. In case any class of employees engaged in Work under this Contract on or at the Site of the Project is not protected under the Workers' Compensation laws, the Contractor shall provide or cause a Subcontractor to provide adequate insurance coverage for the protection of those employees not otherwise protected. The Contractor shall file with the District certificates of insurance as required under Section 00700, Article 11.6, and in compliance with Labor Code § 3700.

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) Workers' Compensation Insurance: \$1,000,000.00; Contractor is aware of and complies with Labor Code Section 3700 and the Worker's Compensation Law.

(b) Comprehensive General Liability Insurance with a combined single limit per occurrence of not less than \$1,000,000.00 and \$2,000,000.00 project specific aggregate, or Commercial General Liability Insurance (including automobile insurance) which provides limits of not less than:

(1)	Per occurrence (combined single limit)	\$1,000,000.00
(2)	Project Specific Aggregate (for this project only)	\$2,000,000.00
(3)	Products and Completed Operations	\$1,000,000.00

(c) Insurance Covering Special Hazards

The following Special hazards shall be covered by riders or riders to above mentioned public liability insurance or property damage insurance policy or policies of insurance, in amounts as follows:

(1)	Automotive and truck where operated in amounts	\$1,000,000.00
(2)	Material Hoist where used in amounts	\$1,000,000.00
(3)	Explosion, Collapse and Underground (XCU coverage)	\$1,000,000.00

(d) In addition, provide Excess Liability Insurance coverage in the amount of Two Million Dollars (\$2,000,000.00).

Builder's Risk/ "All Risk" Insurance/Course-of-Construction Insurance Requirements: The Contractor, during the progress of the Work and until final acceptance of the Work by District upon completion of the entire Contract, shall maintain Builder's Risk, Course of Construction or similar first party property coverage issued on a replacement cost value basis consistent with the total replacement cost of all insurable Work and the Project included within the Contract Documents. Coverage is to insure against all risks of accidental direct physical loss, and must include, by the basic grant of coverage or by endorsement, the perils of vandalism, malicious mischief (both without any limitation regarding vacancy or occupancy), fire, sprinkler leakage, civil authority, sonic boom, earthquake, flood, collapse, wind,

lightning, smoke and riot. The coverage must include debris removal, demolition, increased costs due to enforcement of building ordinance and law in the repair and replacement of damage and undamaged portions of the property, and reasonable costs for the Architect's and engineering services and expenses required as a result of any insured loss upon the Work and Project which is the subject of the Contract Documents, including completed Work and Work in progress, to the full insurable value thereof. Such insurance shall include the District and the Architect as additional named insureds, and any other person with an insurable interest as designated by the District.

The Contractor shall submit to the District for its approval all items deemed to be uninsurable. The risk of the damage to the Work due to the perils covered by the "Builder's Risk/All Risk" Insurance, as well as any other hazard which might result in damage to the Work, is that of the Contractor and the surety, and no claims for such loss or damage shall be recognized by the District nor will such loss or damage excuse the complete and satisfactory performance of the Contract by the Contractor.

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 Sum 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 Sum, 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.

Surety Qualifications: Only bonds executed by admitted Surety insurers as defined in Code of Civil Procedure § 995.120 shall be accepted. Surety must be a California-admitted surety and listed by the U.S. Treasury with a bonding capacity in excess of the Project cost.

Alternate Surety Qualifications: If a California-admitted surety insurer issuing bonds does not meet these requirements, the insurer will be considered qualified if it is in conformance with § 995.660 of the California Code of Civil Procedure and proof of such is provided to the District.

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

- ~~(a) Definitions. As used in this clause "Project Stabilization Agreement" (hereinafter "PSA") means the pre-hire collective bargaining agreement between the Contra Costa Community College District and the Contra Costa~~

Building and Construction Trades Council attached to these Contract Documents which establishes the terms and conditions of employment for the Project.

~~(b) Contracts.~~

- ~~(1) The Contractor/Employer shall maintain in a current status, throughout the life of this Contract, the PSA included in these Contract Documents. By accepting the award of this Construction Contract for the Project, whether as Contractor or subcontractor, the Contractor/Employer agrees to be bound by each and every provision of the PSA, and evidence its acceptance prior to the commencement of work by executing the PSA Agreement to be Bound in the form attached to the PSA found in these Contract Documents.~~
- ~~(2) Subcontracts. At the time that any Contractor/Employer enters into a subcontract with any subcontractor providing for the performance of the construction subcontract, the Contractor/Employer shall provide a copy of the PSA to said subcontractor and shall require the subcontractor, as a part of accepting an award of a construction subcontract, to agree in writing to be bound by each and every provision of the PSA, and agree that it will evidence its acceptance prior to the commencement of work by executing the PSA Agreement to be Bound in the form attached to the PSA found in these Contract Documents.~~

~~(c) Reporting.~~

- ~~(1) PSA Preconstruction Conference. The Contractor/Employer shall, prior to the commencement of work under this Contract, hold a Preconstruction Conference in accordance with PSA Article 5 PRECONSTRUCTION CONFERENCE which shall be attended by a representative from each Contractor/Employer, the Unions, and the District. The Contractor/Employer shall contact the Contra Costa Building and Construction Trades Council at least two (2) weeks prior to scheduling the Preconstruction Conference so that the Unions can be notified of the date, time, and place of the Conference.
 - ~~i. The Contractor/Employer shall lead the Preconstruction Conference and take minutes of the meeting.~~
 - ~~ii. The Contractor/Employer shall submit written meeting minutes of the Conference in a form preapproved by the District within five (5) working days. The minutes shall include the names and organizations of each person attending the Conference. The minutes shall also include copies of the Agreements to be Bound required by this Contract and the PSA.~~~~

~~(d) Monthly Reporting. During each month in which construction work is performed by the Contractor/Employer or by any subcontractor, from Notice to Proceed through Notice of Completion, report the information required below to the District as a monthly administrative Submittal. These reports shall be submitted with each regularly scheduled payment application, or the application will be returned to the Contractor/Employer for resubmittal with the required reports.~~

- ~~(1) New Agreements to be Bound resulting from new subcontracts, if any, entered into by each Contractor/Employer.~~
- ~~(2) Each instance during the reporting period of which a Union is unable to fill a requisition for employees thereby causing the Contractor/Employer to apply Article 8 REFERRAL Clause 8.3, to obtain qualified work persons for the Contract work.~~
- ~~(3) A summary of efforts during the reporting period to comply with the goals of Article 10 LOCAL HIRE, including a spreadsheet report of the number of hours worked by all journeymen and by all apprentices on site, and the subset of the number of hours worked by journeymen and by apprentices who are residents of Contra Costa County.~~

~~(4) A summary of efforts to utilize the Center for Military Recruitment, Assessment and Veterans Employment, in accordance with Article 15 HELMETS TO HARDHATS.~~

27. SIGNATURES AND ACKNOWLEDGEMENT

Public Agency, By: _____
Amy Sterry, Director of Purchasing and Contracts

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

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

Contractor:

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

Print NAME and TITLE

License Number

Federal ID Number

NOTARY PUBLIC

=====

State of California) ss. 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)

END OF SECTION 00600

SECTION 00800
SUPPLEMENTARY GENERAL CONDITIONS

PART 1 - GENERAL

1.1 SCOPE OF WORK

In general, the Work consists of the following, but not limited to: Replacing the existing Andover direct digital control (DDC) systems at the Los Medanos Music Building with a new ALC Building Automation System (BAS). See Section 00010, Table of Contents, for a list of all the Contract Documents (specifications) included in this the scope of work, including addenda issued and referenced in the Contractor's Bid Form (Section 00300).

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 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. Submit one (1) color PDF file for submittals that require shop drawings, unless otherwise directed by District and accepted by the Electrical Engineer.
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. Submittals
2. Equipment Procurement
3. Equipment installation
4. Programming
5. Testing and Commissioning
6. Training
7. Owner and Maintenance Manuals and Warranties
8. As-Built / Project Record Documents

The District will only pay for Work installed at the Site.

- D.** CPM construction schedule shall be submitted as a Microsoft Project file 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
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 5 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.
 1. Work in all classrooms will be assumed to be performed after hours. Classrooms and labs will be unavailable during normal hours.
- 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 in the **technical specifications** 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. **Contractor shall leave date of beginning of time of warranty or guaranty blank until the date of Final Completion is determined by District as detailed in the Technical Specifications.**
 - 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:

☐ Accepted

☐ Not Accepted

☐ Accepted As Noted

☐ Received Too Late

BY: _____ Date: _____

District Representative Response:

☐ Accepted

☐ Not Accepted

☐ Accepted As Noted

☐ Received Too Late

By: _____ Date: _____

END OF SECTION 00800