BID DOCUMENTS COVER SHEET

CONTRACT DOCUMENTS

FOR

C-633 - SEISMIC RETROFIT, PROJECT 1

at

CONTRA COSTA COLLEGE

2600 Mission Bell Drive, San Pablo, CA. 94806

CONTRA COSTA COMMUNITY COLLEGE DISTRICT

Consist of the following:

ADDENDUM #4

DSA File #7-C1
DSA Application #01-113799

Architect:
Noll & Tam Architects and Planners
729 Heinz Ave.
Berkeley, CA 94710

May 23, 2014
CONTRA COSTA COMMUNITY COLLEGE DISTRICT
C-633 – Contra Costa College Seismic Retrofit, Project 1
Contra Costa College

Date: May 23, 2014

NOTICE TO ALL CONTRACTORS

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

This Addendum forms a part of the Contract Documents and modifies the original Contract Documents. Acknowledge receipt of this Addendum in space provided on the Bid Proposal Form. Failure to acknowledge may subject Bidder to disqualification.

A. DELETIONS, ADDITIONS, CHANGES, REVISIONS

1. PLEASE NOTE - IMPORTANT DATES:
   Last Date and Time for
   Bidder’s Requests for Information: ...............June 4, 2014 prior to 5:00PM
   Last Day to Issue Addendum:.........................June 6, 2014 at close of business (5:00 PM)
   Bids Due No Later Than, Date / Time: ..........June 11, 2014 prior to 2:00 PM
   Bids Must Be Received at: .........................Contra Costa Community College District (Lobby)
                                           500 Court St., Martinez, CA 94553
                                           Attn: Jovan Esprit – Contracts Manager (CCCCD)

2. Miscellaneous Items:
   CHANGE: BID DATE IS EXTENDED TO JUNE 11, 2014. See SECTION 00100 NOTICE INVITING BIDS
   (attached) for additional information.

3. Specification Items:
   a. SPECIFICATION SECTION 00100 - NOTICE INVITING BIDS:
      DELETE existing Section 00100 Notice Inviting Bids, and REPLACE with new Section 00100 -
      Notice Inviting Bids, in its entirety. (See attachment to this addendum.)
b. **SECTION 00600 CONSTRUCTION AGREEMENT:**
   DELETE existing Section 00600 Construction Agreement, and REPLACE with new Section 00600 Construction Agreement, in its entirety. (See attachment to this addendum.)

c. **SPECIFICATION SECTION 01140, WORK RESTRICTIONS:**
   DELETE existing Section 01140, WORK RESTRICTIONS, and REPLACE with new Section 01140, WORK RESTRICTIONS, in its entirety. (See attachment to this addendum.)

ATTACHMENTS:
The following attachments are part of Addendum #4:
SECTION 00100 NOTICE INVITING BIDS (consisting of two (2) pages)
SECTION 00600 CONSTRUCTION AGREEMENT (consisting of thirteen (13) pages)
SECTION 01140 WORK RESTRICTIONS (consisting of four (4) pages)

B. **If you have any questions regarding this Addendum, please contact:**
   Jovan Esprit
   Contra Costa Community College District
   500 Court St., Martinez, CA 94553
   Email: jesprit@4cd.edu;
   Facsimile: 925-370-7512;

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

**Thornton Tomasetti**
650 California Street, Suite 1400
San Francisco, CA 94108
(415) 365 - 6900

[Signature]
Engineer of Record: Justin Fahey, S.E. #4833

Division of the State Architect

END OF ADDENDUM #4
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 C-633, Seismic Retrofit, Project 1.

Construction Cost Estimate (Range): $1,500,000 to $2,000,000; License Required: B-General Building Contractor;

General construction to seismically retrofit multiple buildings located on Campus. Other Work includes, but is not limited to, abatement, temporary construction, demolition, structural, electrical, mechanical, signage and architectural finishes.

Project Documents including but not limited to plans, specifications, addenda, bidders lists, bid results, etc. can be viewed online at the Contra Costa Builders Exchange at:

The viewing software is free and can be downloaded from the website. If you are interested in receiving project notifications automatically, please register by clicking on the “Register” button on the Project Details page. Plan page copy service is available and can be ordered online through the Contra Costa Builders Exchange. Please feel free to contact the Contra Costa Builders Exchange at: 2440 Stanwell Drive, Suite “B”, Concord, California 94520, Tel: (925) 685-8630.

Hard copies of plans and specifications shall be available for purchase at ARC located at 5753 Pacheco Blvd., Pacheco, California, Phone: (925) 682-6930. To purchase plans at ARC’s Public Planroom website use the link: https://order.e-arc.com/arcEOC/PWELL_Main.asp?mem=23. Go to the Public Planroom for access to the documents without a login required. Payment for hardcopies shall be the responsibility of the bidder, and shall be made directly to ARC. The District does not provide hardcopies of bid documents or reimburse cost of printing, delivery, or any expenses related to the bidding process.

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

All questions related to this project must be in writing and are directed to:
Jovan Esprit, Contracts Manager
Contra Costa Community College District
500 Court St., Martinez, CA 94553
Email: jesprit@4cd.edu
Facsimile: 925-370-7512

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

ALL BIDDERS ARE REQUIRED TO ATTEND 1 (ONE) JOB WALK PRIOR TO SUBMITTING A BID. For the convenience of bidders unable to attend the Pre-bid Meeting and Job walk scheduled for May 30, 2014, an additional Job Walk will be held on the date/time listed in the box below. Bidders who attended the April 22, 2014 Pre-Bid Meeting and Job Walk are not required to attend any additional Job Walks.

PRE-BID MEETING AND JOB WALK
Date / Time: May 30, 2014, at 10:00 AM
Location: Building and Grounds Department Conference Room, Contra Costa College
2600 Mission Bell Drive
San Pablo, CA, 94806

An additional Job Walk is scheduled as follows:
Monday, June 2, 2014 – 8:00 a.m. – Meet at Parking Lot 12

Last Date / Time for
Bidder’s Requests for Information: .................. June 4, 2014 prior to 5:00PM
Last Day to Issue Addendum: ........................... June 6, 2014
Bids Due No Later Than, Date / Time:............. Contra Costa Community College District (Lobby)
Bids Must Be Received at: ............................. 500 Court St.
                                           Martinez, CA 94553
                                           Attn: Jovan Esprit – Contracts Manager (CCCCD)

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

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

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

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

Attention is directed to Section 00600, Construction Agreement, Article 5, and GENERAL CONDITIONS, Article 8, paragraphs 8.4.1 and 8.4.2, regarding liquidated damages. Liquidated Damages shall be set for $3,000 Dollars for each calendar day the work is delayed beyond the Contract Substantial Completion date. The Governing Board of the Contra Costa Community College District reserves the right to reject any and all bids and/or waive any informality or irregularity in any bid received. No bidder may withdraw their Bid for a period of ninety (90) days after the date set for opening thereof.

END OF SECTION 00100
SECTION 00600
CONSTRUCTION AGREEMENT

CONTRACT NO. ___________________
(Construction Agreement)

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This Agreement shall not be enforceable until ratified and approved by the Contra Costa Community College District’s Governing Board. The estimated board meeting date is June 25, 2014.

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

Contractor Address:

(§1.2) Effective Date: _______________________

(§1.3) The Work: C-633, Seismic Retrofit, Project 1

(§1.4) Completion Time: 409 Calendar Days from the Notice to Proceed to Substantial Completion, and 45 Calendar Days from Substantial Completion to Final Completion (Remaining Work).

(§1.5.1) Liquidated Damages, Substantial Completion: $3,000 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: ___________ MILLION ___________ THOUSAND, ___________ HUNDRED DOLLARS and NO CENTS ($00,000,000.00)

2. SCOPE OF WORK:

   The Scope of Work consists of general construction to seismically retrofit multiple buildings located on Campus. Other Work includes, but is not limited to, abatement, temporary construction, demolition, structural, electrical, mechanical, signage and architectural finishes.

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 01770, Contract Closeout Procedures, the Contractor shall be notified of that determination and the District shall determine if there is Remaining Work. A list of Remaining Work shall be issued only by the District or the Architect and only after the District has certified Substantial Completion. The District or Architect shall give the Contractor the necessary instructions for correction or completion of the Remaining Work, and the Contractor shall immediately comply with and execute such instructions within the Contract Time. Upon completion of the Remaining Work, another inspection shall be made that shall constitute the Final Inspection, provided the Remaining Work has been completed to the satisfaction of the District. If the remaining work has been completed to the satisfaction of the District, the District shall make the final acceptance and notify the Contractor in writing of this acceptance as of the date of Final Inspection.

(c) Final Acceptance – Upon due notice from the Contractor of completion of the entire project, the District shall make an inspection. If all construction provided for and contemplated by the contract is found to be completed to the District’s satisfaction then that inspection shall constitute the Final Inspection and the District shall notify the Contractor in writing of final acceptance effective as of the date of the Final Inspection.

(d) Default for failure to Complete Remaining Work In the event the Contract Time expires before the Remaining Work is completed to the satisfaction of the District, the District may provide notice to the Contractor that the Remaining Work shall be completed by Contractor to the satisfaction of the District within ten consecutive calendar days from the date of such notice. The failure of the Contractor to satisfactorily complete the Remaining Work within the ten days shall entitle to District to declare Contractor in default and thereafter terminate the Contract. The ten-day notice provided under this paragraph shall not be construed as adding any time to the Contract Time and is a time period solely for the purposes of providing notice of default.

(e) Application for Final Payment. After the Contractor has completed all Remaining Work to the satisfaction of the District and delivered all maintenance and operating instructions, schedules, guarantees, warranties, bonds, certificates of inspection, marked-up record documents and other documents as required by the Contract, and after the District or Architect has indicated that the work is acceptable, Contractor may make application for final payment following the Payments Procedures for progress payments. The final application for payment shall be accompanied by all documentation called for in the Contract Documents, together with
complete and legally effective releases or waivers (satisfactory to the District) of all liens arising out of or filed in connection with the work on the project.

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

5. LIQUIDATED DAMAGES

5.1 LIQUIDATED DAMAGES - SUBSTANTIAL COMPLETION

If the Contractor fails to complete this contract and this Work within the time fixed therefore, allowance being made for contingencies as provided herein, Contractor becomes liable to the Public Agency for all its loss and damage there from; and because, from the nature of the case, it is and will be impracticable and extremely difficult to ascertain and fix the Public Agency's actual damage from any delay in performance hereof, it is agreed that Contractor will pay as liquidated damages to the Public Agency the reasonable sum specified in Section 1, the result of the parties' reasonable endeavor to estimate fair average compensation therefore, for each calendar day's delay in finishing said Work; 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
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. **SIGNATURES AND ACKNOWLEDGEMENT**

**Public Agency**, By: _____________________________________________________

David Wetmore, 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 – COMPANY NAME)

Print NAME and TITLE

___________________  _____________________  
License Number   Federal ID Number

**NOTARY PUBLIC**

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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 01140
WORK RESTRICTIONS

PART 1 – GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY OF WORK RESTRICTION REQUIREMENTS

A. Prior to the start of Work, Contractor shall familiarize itself with the Work Restrictions as they relate to all Work required by the Contract Documents.

B. Temporary Work Activity Plan shall include:

1. Full size drawing (36”x42”) of site plan showing the proposed locations and dimensions of temporary facilities and activities, including but not limited to, all proposed trailers, equipment and material storage areas on the Project Site; safe and ADA complaint access (ingress/egress) for pedestrians and vehicles around the construction areas; proposed haul routes; all temporary construction, and way-finding signage; temporary fenced area(s), noise and safety barriers, and dust partitions; and temporary measures to maintain continuous and uninterrupted code compliant use of all occupied and surrounding areas impacted by construction activities. Identify any areas that require temporary paving for stabilization or prevention of tracking of mud, and for ADA complaint ingress and egress. Indicate if the use of supplemental or other staging areas might be required. Also see Section 01500 for Temporary Facilities and Control for additional requirements.

2. Contractor shall submit four (4) hard copies at the pre-construction meeting, and email Adobe PDF Format of the initial submittal of the Temporary Work Activity Plan for review by the District, Architect, and by personnel from the Campus (e.g., Buildings & Grounds, Police Department, and other representatives).

C. Contractor shall construct dust partitions and other barriers as required prior to the start of abatement or demolition activities, whichever may occur first, and they must remain in place until the completion of that activity where required.

D. Contractor shall perform and complete all Temporary Work Activities to ensure the following:

1. The continuous and uninterrupted use of all occupied areas or areas within buildings that require 24/7 utility services, including but not limited to the applicable power, data, telephone, waterline, fire alarm system, fire sprinkler system mechanical, HVAC, gas, storm, sewage, plumbing, and electrical systems serving these areas.

2. Protection of students, staff, faculty and personnel in occupied areas and surrounding and adjacent areas from the hazards and dust associated with construction.

3. The work areas, roads, parking lots, and streets are to be kept clear, clean, and free of loose debris, construction materials and partially installed work which would create a safety hazard or interfere with subcontractor and personnel duties and traffic. The Contractor shall sweep the areas clean at the end of each work day and make every effort to keep dust and noise to a minimum at all times.
4. Prior to starting work, the Contractor shall provide a proposed schedule of temporary interruptions or shutdown of any utility or electrical/mechanical systems to the District Representatives. The Contractor shall provide written request (5) working days prior to the desired time for the proposed interruption(s). Work shall be performed at times other than the Campus’s normal hours of operation, or as directed by the District’s Construction Manager. Temporary interruptions shall be completed prior to the start of the next business day at the Campus to maintain continuous and uninterrupted use of Campus facilities and utility systems.

1.3 SUMMARY OF WORK RESTRICTIONS

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

1. The Temporary Work Activity Plan shall be approved by the District prior to any Work starting on the Project Site.

2. Contractor shall have all temporary fencing, signage, ADA compliant pathways and other temporary measures described in Paragraph 1.2 above installed, operational and accepted by the District prior to starting abatement, demolition or other Work as applicable.

B. **Time Related Work Restrictions within the Contract Time**

1. Although the Contract Time is a total of 409 calendar days between the Notice to Proceed and Substantial Completion, as articulated in Section 00600, Construction Agreement, Work by the Contractor is restricted and limited to specific time periods at specific locations during this contract duration as follows:

1.1. **All Work at the Project Site:** Work at the Project Site cannot commence any earlier than Monday, **July 7, 2014**, unless otherwise approved by the District.

1.2. **Biological Sciences Building, Saturday Work:** Contractor shall include in its bid the cost to work on all Saturdays on critical and near critical path schedule activities at the Project Site between July 7th and August 10th, 2014 (i.e., near critical path schedule activities include any schedule activity with less than 5 work days of total float).

1.3. **Biological Sciences Building, Priority Interior Work:** Between July 7th and August 14th, 2014, the priority work during this time period is installing all seismic clips at Building Line 7 and Line 17; and installing the shear walls and completion of all related architectural finish work between Classrooms B-8 and B-12, and also Office/Prep Room (B-37/B-41) and Anatomy Lab (B-39). All other interior work within this building shall be scheduled between **December 18, 2014 and January 11, 2015; March 28, 2015 and April 5, 2015; or July 6, 2015 and August 13, 2015**, unless otherwise approved by the District. Interior schedule activities must have at least 5 work days of total float in the approved schedule to allow for unforeseen delays.

1.4. **Biological Sciences Building, Shear Walls Between Rooms B37/B41 (Office/Prep Room), and B-39 (Anatomy Lab):** For these specific locations, the Contractor shall complete all work by 5:00 pm on **August 11, 2014** to allow the Campus Faculty time to prepare and move in equipment and supplies prior to start of the Fall Quarter on
Friday, **August 15, 2014**. If necessary, Contractor shall work after hours to meet the August 11th deadline at no additional cost to the District.

1.5. **Biological Sciences Building, Exterior Cross Bracing and Roof Work**: Contractor shall proceed with this scope of work during the time frame of **July 7, 2014 and August 14, 2014**, and shall anticipate in its bid that the 1” round cross bracing rods and associated hardware will be installed between **December 18, 2014 and January 11, 2015**. Work on the Roof can be performed within any of the time frames noted in Paragraph 1.3 above.

1.6. **Physical Sciences Building, Exterior Buttresses at Grid Lines 1 and 4, between Grid Lines A & B**: Contractor shall commence with this exterior work between **July 7, 2014 and August 14, 2014** (e.g., demolition, excavation and concrete footing related work). However, due to the submittal and fabrication process, the Contractor shall not anticipate it can complete the entire scope of work in this area, such as the installation of the structural steel braces between the footings and exterior walls, the concrete slab on grades at these two locations and other miscellaneous work to complete the installation. Therefore, the Contractor shall maintain the temporary fencing in place to protect the pedestrians from these two work areas until such time all related work is completed. Once related structural steel braces are available for installation, the Contractor can install said structural steel braces and related work between **December 18, 2014 and January 11, 2015**. Contractor is also advised that the District’s contractor for the C-1032 roof replacement project at the Physical Sciences Building will be performing its work between **July 7, 2014 and August 14, 2014**, and Contractor is required to cooperate and coordinate with the District and the C-1032 contractor. The Contractor shall anticipate up to 4 work days, at the District’s discretion, where the District’s C-1032 may need the Contractor to temporarily stop work to allow for the District’s C-1032 contractor to safely complete its roofing work between Grid Lines A and B.

1.7. **Physical Sciences Building, Interior Priority Work**: Between **July 7th and August 14, 2014**, the priority work is in Room #PS-12, Chemistry Lab between Grid Lines D & E, and Room #PS 17, Work Shop. The Contractor shall complete all work within Room #PS-12, and #PS 17 by 5:00 pm on **August 11, 2014** to allow the Campus Faculty time to prepare and move in equipment and supplies prior to the start of the Fall Quarter on Friday, **August 15, 2014**. Any work not completed by the Contractor on **August 11, 2014**, will have to be rescheduled between **December 18, 2014 and January 11, 2015**; **March 28, 2015 and April 5, 2015**; or **July 6, 2015 and August 13, 2015**, depending on the estimated number of work days required to complete the work. For bidding purposes, the Contractor shall plan to complete all other interior work between **December 18, 2014 and January 11, 2015**; **March 28, 2015 and April 5, 2015**; or **July 6, 2015 and August 13, 2015**, unless otherwise approved by the District.

1.8. **Parking Lot 12 and 13**: The scope of work in Parking Lot 12 can only be scheduled between **March 28, 2015 and April 5, 2015**, or **July 6, 2015 and August 13, 2015**, unless otherwise approved by the District. If the Contractor schedules the work between **March 28, 2015 and April 5, 2015**, the Contractor shall include Saturday work. In addition, if any rain or cold weather is forecasted for this time period that would prevent the completion of grading, paving, slurry seal or striping, no Work shall start and the Work will have to be rescheduled for the time period between **July 6, 2015 and August 13, 2015**.
2015 and August 13, 2015 at no additional cost to the District. Contractor can perform the Parking Lot 13 work within any of the time frames designated in Paragraph 1.3 above.

1.9. Maintenance Facility and Press Box: The Contractor can schedule this work anytime during normal business hours between July 7, 2014 and August 13, 2015 and does not have any specific time limitations on when this work can occur within the Contract Time. However, the Football season and games start in early September 2014, and it is advisable to schedule this work to complete before games commence, or after the football season. All schedule and sequencing of this work shall be included in the Contractor’s schedule, which requires District approval.

2. The District will present a sample Microsoft Project Schedule at the pre-bid conference to help articulate one way to complete the Work that complies with the time related work restrictions described above in Paragraph 1.3B.1. However, the Contractor is responsible for its own means and methods to comply with these work restrictions, and to submit a schedule in accordance with Section 00700, Article 3.8.

C. Other Project Requirements to Meet the Contract Time

1. The staging area for the Contractor’s trailers, material, equipment and vehicle parking is limited to Parking Lot #13 & 16; and north entrance and the west side of the Biological Sciences Building, unless otherwise approved by the District. Contractor shall repair all damage to these parking lots and other staging areas from the Contractor’s use during construction to the District’s satisfaction.

2. In the Biological Sciences Building there are eight (8) refrigerators and/or freezers located in rooms B-17, B-22, and B-35 that will require temporary power (contractor supplied generators) to ensure continual operation of this equipment during any temporary electrical outage required by the Contractor during the construction period. In addition, Room B-29 must have a fully-functional HVAC system at all times. Contractor shall be responsible for researching and validating circuits prior to any temporary outage.

PART 2 - PRODUCTS

2.1 MATERIALS

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

PART 3 - EXECUTION

3.1 MEANS AND METHODS OF CONSTRUCTION

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

END OF SECTION 01140