SECTION 00010

TABLE OF CONTENTS

DIVISION 00 PROCUREMENT AND CONTRACTING REQUIREMENTS

SECTION 00010 TABLE OF CONTENTS
SECTION 00100 NOTICE INVITING BIDS
SECTION 00200 INSTRUCTIONS TO BIDDERS
SECTION 00210 INFORMATION AVAILABLE TO BIDDERS
SECTION 00300 BID PROPOSAL FORM
SECTION 00350 NON-COLLUSION AFFIDAVIT
SECTION 00400 STATEMENT OF BIDDER’S QUALIFICATIONS
SECTION 00450 CERTIFICATION OF SITE VISIT
SECTION 00500 BID SECURITY FORMS
SECTION 00600 CONSTRUCTION AGREEMENT

EXHIBITS AS DESCRIBED IN THE CONSTRUCTION AGREEMENT SECTION 00600

End of Section 00100
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 installation of classroom notification devices in buildings throughout the District. Construction Cost Estimate (Range): $500,000.00 to $750,000.00; License Required: C-7 Low Voltage Systems Contractor, and/or C-10 Electrical Contractor.

In general, the Work consists of installing conduit and cable for the installation of classroom notification devices Districtwide. Conduit and cable will need to be installed between building or intermediary distribution frames and classrooms, offices, and other locations as shown on the attached drawings. The devices and call buttons, which will be provided by the District (District Purchased, Contractor Installed), shall be installed in the locations shown on the contract drawings.

The District does not provide hardcopies of bid documents or reimburse cost of printing, delivery, or any expenses related to the bidding process. Information regarding this project may also be obtained from Buildings Exchanges at your respective areas in Northern California.

For information directly from the District, you may log in to the District Website: http://www.4cd.edu/webapps/purchasingviewbids/default.aspx. Project documents available include but are not limited to plans, specifications, addenda, bidders lists, bid results, etc., and can be viewed on this District webpage. All questions related to this project must be in writing and are directed to: Jovan Esprit, Contracts Manager, Email: JEsprit@4cd.edu

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:
Pre-Bid Meeting and Job Walk: MANDATORY
1) Contra Costa College, 2600 Mission Bell Dr, San Pablo, CA 94806 (Campus Dining Bldg, SAB-159) Friday, March 24, 2017 at 10:00 AM
2) Diablo Valley College, 321 Golf Club Rd, Pleasant Hill, CA 94523 (Hospitality Studies & Food Court, HSF Bldg) Friday, March 31, 2017 at 10:00 AM
3) Los Medanos College, 2700 East Leland Road, Pittsburg, CA (Library Building, Room 106) Friday, April 07, 2017 at 10:00 AM

Last Date / Time for Requests for Information: Friday, April 28, 2017 at 2:00 PM
Last Day to Issue Addendum: Wednesday, May 03, 2017 at 2:00 PM
Bids Due No Later Than, Date / Time: Tuesday, May 09, 2017 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 (CCCCCD)
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 or 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. Department of Industrial Relations (DIR) current registration number is required.

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

Liquidated Damages shall be set for Five Hundred Dollars ($500.00) for each calendar day the work is delayed. 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 NOTICE INVITING BIDS
SECTION 00200
INSTRUCTIONS TO BIDDERS

1.1 PROJECT DOCUMENTS
A. Project documents including but not limited to plans, specifications, references, addenda, bidders lists, bid results, etc. can be viewed at the District website link: http://www.4cd.edu/webapps/purchasingviewbids/default.aspx; it can also be viewed at your local Builders Exchange plan rooms.

1.2 QUALIFICATIONS OF BIDDERS
A. Bidders may be required to furnish evidence satisfactory to the District 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.

1.3 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 Form included in the Project Manual.
C. The envelopes containing the Bids shall be sealed, addressed to the District, and designated as “CLASSROOM NOTIFICATION DEVICE INSTALLATION – 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: JOVAN ESPRIT, Contracts Manager. Bids should be mailed in time to be received prior to the time set forth in the Advertisement for Bids.
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 in 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.

1.4 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.

1.5 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.

1.6 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.

1.7 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 ten (10) 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:

   Dave Wetmore  
   Director of Purchasing and Contracts
   Contra Costa Community College District
   500 Court St., Martinez, CA 94553
   Email: DWetmore@4cd.edu

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.

1.8 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.

1.9 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.

1.10 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.

1.11 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.

1.12 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.

1.13 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 is available for review through District office for this project:

A. Existing Building Drawings

1.3 Contractor shall acknowledge and accept that the documents are not a part of the Contract Documents and are made available to bidders for reference only. The District and its representatives are not responsible for any and all discrepancies between the documents and the existing and actual as-built conditions, and do not guarantee the accuracy of the documents.

1.4 The District and Architect assume no responsibility for the completeness or accuracy of the documents or the records compiled there from and the interpretations made from the documents. There is no express or implied guarantee that the conditions indicated in the documents are representative of those existing throughout the building and/or site Conditions differing substantially from those indicated may be encountered.

END OF SECTION 00210
SECTION 00300
BID PROPOSAL FORM

PROJECT NUMBER / NAME: CLASSROOM NOTIFICATION DEVICE INSTALLATION

CAMPUS / LOCATION: DISTRICTWIDE

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 the Certification of the Visit to the Site shall be attached to the Bid Form Submittal.

E. A fully executed Statement of Bidder’s Qualifications signed by an authorized officer of the Bidder submitting the Bid shall be attached to the Bid Form.

F. A fully executed Non-Collusion Affidavit signed by an authorized officer of the Bidder submitting Bid shall be attached to the Bid Form.

G. 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 BASE BID FOR ALL SITES.

2. CONTRACT SUM

A. BASE BID

For labor, materials, bonds, fixtures, equipment, tools, transportation, services, sales taxes and other costs necessary to complete the general construction in accordance with the Contract Documents, for a stipulated Contract Sum in the amount of (SITES are listed separately below for accounting purposes only; TOTAL BASE BID shall be the sum of all SITES): 
LOS MEDANOS COLLEGE

_____________________________ Dollars ($_______________)

SAN RAMON VALLEY CENTER

_____________________________ Dollars ($_______________)

BRENTWOOD

_____________________________ Dollars ($_______________)

CONTRA COSTA COLLEGE

_____________________________ Dollars ($_______________)

DIABLO VALLEY COLLEGE

_____________________________ Dollars ($_______________)

TOTAL BASE BID (ALL SITES ABOVE)

_____________________________ Dollars ($_______________)

3. COMPLETION TIME

A. For establishing the Date of Final Completion the contract time for the Base Bid shall be 180 calendar days after date of the Notice To Proceed. 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 above and in the Contract Documents. 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.

4. 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.

<table>
<thead>
<tr>
<th>Type of Work</th>
<th>Subcontractor's</th>
<th>Business Address</th>
<th>License #</th>
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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: ____________________________
Address: ________________________________

                     Zip Code ______________

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 ________________________________

_____________________________________________________

Contractor’s License No.  Expiration Date

_____________________________________________________

Firm Name

_____________________________________________________

Signature
By (Print or Type Name)

Title

End of Section 00300
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

Contra Costa Community College District
Emergency Notification Device Installation

Section 00350 - Page 1 of 1
Non Collusion Affidavit
SECTION 00400

STATEMENT OF BIDDER'S QUALIFICATIONS

Contra Costa Community College District (District), in accordance with Public Contract Code Section 20651.5, requires each prospective bidder for a contract, as described under Section 20651, to complete and submit to the district a standardized questionnaire and financial statement in a form specified by the district, including a complete statement of the prospective bidder's financial ability and experience in performing public works. The questionnaire and financial statement shall be verified under oath by the bidder in the manner in which civil pleadings in civil actions are verified. The questionnaire responses of prospective bidders and their financial statements shall not be deemed public records and shall not be open to public inspection. All information requested must be provided and be current as of the date of the Bid.

I, ________________________________, being first duly sworn, depose and say:

(Name)

I am the _______________________________ of ________________________________

(Title) (Company / Entity)

Firm Name: ________________________________ (as it appears on license)

Check One:

☐ Corporation

☐ Partnership

☐ Sole Proprietor

☐ Joint Venture

Contact Person: ________________________________

Address: ________________________________

Phone: __________________________ Fax: __________________________

Email: __________________________ Tax ID No.: __________________________

If firm is a sole proprietor or partnership:

Owner(s) of Company ________________________________

Contractor’s License Number(s): (California State License Board Classification)

______________________________

______________________________

______________________________
For Bidders That Are Corporations:

1a. Date incorporated: ________________________________

1b. Under the laws of what state: ________________________

1c. Provide all the following information for each person who is either (a) an officer of the corporation (president, vice president, secretary, treasurer), or (b) the owner of at least ten per cent of the corporation's stock.

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<thead>
<tr>
<th>Name</th>
<th>Position</th>
<th>Years with Co.</th>
<th>% Ownership</th>
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1d. Identify every construction firm that any person listed above has been associated with (as owner, general partner, limited partner or officer) at any time during the last five years.

NOTE: For this question, “owner” and “partner” refer to ownership of ten per cent or more of the business, or 10 per cent or more of its stock, if the business is a corporation.

<table>
<thead>
<tr>
<th>Person's Name</th>
<th>Construction Firm</th>
<th>Dates of Person’s Participation with Firm</th>
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</table>
For Bidders That Are Partnerships:

1a. Date of formation: ________________________________

1b. Under the laws of what state: _____________________

1c. Provide all the following information for each partner who owns 10 per cent or more of the firm.

<table>
<thead>
<tr>
<th>Name</th>
<th>Position</th>
<th>Years with Partnership</th>
<th>% Ownership</th>
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</table>

1d. Identify every construction company that any partner has been associated with (as owner, general partner, limited partner or officer) at any time during the last five years.

NOTE: For this question, "owner" and "partner" refer to ownership of ten per cent or more of the business, or ten per cent or more of its stock, if the business is a corporation.

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<th>Person's Name</th>
<th>Construction Company</th>
<th>Dates of Person's Participation with Company</th>
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</table>
For Bidders That Are Sole Proprietorships:

1a. Date of commencement of business. ____________________________

1b. Tax ID number of company owner ____________________________

1c. Identify every construction firm that the business owner has been associated with (as owner, general partner, limited partner or officer) at any time during the last five years.

**NOTE:** For this question, "owner" and "partner" refer to ownership of ten per cent or more of the business, or ten per cent or more of its stock, if the business is a corporation.

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<tr>
<th>Person's Name</th>
<th>Construction Company</th>
<th>Dates of Person's Participation with Company</th>
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</table>

For Bidders That Intend to Make a Bid as Part of a Joint Venture:

1a. Date of commencement of joint venture. ____________________________

1b. Provide all of the following information for each firm that is a member of the joint venture that expects to bid on one or more projects:

<table>
<thead>
<tr>
<th>Name of Firm</th>
<th>% Ownership of Joint Venture</th>
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</table>
For All Bidders

2. Has there been any change in ownership of the firm at any time during the last five years?
   NOTE: A corporation whose shares are publicly traded is not required to answer this question.
   Yes ☐ No ☐
   If “yes,” explain on a separate signed page (referring to this question).

3. Is the firm a subsidiary, parent, holding company or affiliate of another construction firm?
   NOTE: Include information about other firms if one firm owns 50 per cent or more of another, or if an owner, partner, or officer of your firm holds a similar position in another firm.
   Yes ☐ No ☐
   If “yes,” explain on a separate signed page (referring to this question).

4. Are any corporate officers, partners or owners connected to any other construction firms?
   NOTE: Include information about other firms if an owner, partner, or officer of your firm holds a similar position in another firm.
   Yes ☐ No ☐
   If “yes,” explain on a separate signed page (referring to this question).

5. List all California construction license numbers, classifications and expiration dates of the California contractor licenses held by your firm:
   ___________________________________________________________
   ___________________________________________________________
   If more space is needed add a separate signed page (referring to this question).

6. If any of your firm’s license(s) are held in the name of a corporation or partnership, list below the names of the qualifying individual(s) listed on the CSLB records who meet(s) the experience and examination requirements for each license.
   ___________________________________________________________
   ___________________________________________________________
   If more space is needed add a separate signed page (referring to this question).

7. Has your firm changed names or license number in the past five (5) years?
   Yes ☐ No ☐
   If “yes,” explain on a separate signed page, including the reason for the change, and all former names under which the firm has conducted business.

8. Has any owner, partner or (for corporations) officer of your firm operated another construction firm under any other name in the last five (5) years?
   Yes ☐ No ☐
   If “yes,” explain on a separate signed page (referring to this question), including the reason for the change.
9. Have you attached your latest copy of a REVIEWED OR AUDITED financial statement with accompanying notes and supplemental information?
   □ Yes □ No

   NOTE: A financial statement that is not either reviewed or audited is not acceptable. A letter verifying availability of a line of credit may also be attached; however, it will be considered as supplemental information only, and is not a substitute for the required financial statement.

10. Is the attached Financial Statement for the identical organization of the Bidder?
    □ Yes □ No
    if "no", explain the relationship and financial responsibility of the organization whose financial statement of provided (i.e., parent/subsidiary, etc.)

    If more space is needed add a separate signed page (referring to this question).

11. Contractor possesses a VALID AND CURRENT California Contractor’s license for the project or projects for which it intends to submit a bid.
    □ Yes □ No

12. List the categories of work your firm typically performs with its own forces, and check the adjacent boxes of those categories of work that will be self-performed on this project

    □ ________________________________________________________  □ ________________________________________________________

    □ ________________________________________________________  □ ________________________________________________________

    □ ________________________________________________________  □ ________________________________________________________

13. On a separate signed page (referring to this question), list all construction projects your organization has in progress and for each project listed, state; (i) a general description of the work performed or to be performed by your organization; (ii) the owner’s name, name of the owner’s representative, the owner’s address and telephone number; (iii) the project architect, address and telephone number; (iv) percent presently completed and (v) the scheduled completion date.

14. On a separate signed page (referring to this question), list all construction projects completed by your organization in the past three years, and for each project, state: (i) a general description of the work performed by your organization on the project; (ii) the owner’s name, name of the owner’s representative, the owner’s address and telephone number; (iii) the initial and final contract amount; (iv) the initial and final dates of completion; and (v) whether the project was completed within contract time and contract budget.

15. Has a claim or other demand ever been made against your organization’s California Contractors License Bond?
16. Has a complaint ever been filed against your organization’s California Contractors License with the California Contractors State License Board (CSLB)?
   ☐ Yes ☐ No
   If yes, on a separate signed page (referring to this question), state the following for each complaint: (i) the name, address and telephone number of each person or entity making the complaint; (ii) the date of each complaint; (iii) the circumstances giving rise to each such claim or demand; and (iv) the disposition of each such claim or demand.

17. Have any lawsuits or other proceedings ever been brought against your organization or any of its principals or officers in connection with any construction contract or construction project?
   ☐ Yes ☐ No
   If “yes,” on a separate signed page (referring to this question) describe the circumstances, the amount or relief sought and the disposition of each such lawsuit or other proceeding.

18. Has your organization ever filed a lawsuit or initiated other proceedings in connection with any construction contract or construction project?
   ☐ Yes ☐ No
   If “yes,” on a separate signed page (referring to this question) describe the circumstances, the amount or relief sought and the disposition of each such lawsuit or other proceeding.

19. Are there any judgments, orders or arbitration awards pending, outstanding or by which your organization or any of its officers or principals are bound by?
   ☐ Yes ☐ No
   If “yes,” on a separate signed page (referring to this question) describe each such judgment, order or arbitration award and the present status of the satisfaction or discharge thereof.

20. Has any California State License Board (CSLB) license held by your firm, or its Responsible Managing Employee (RME) or Responsible Managing Officer (RMO) been suspended or revoked within the last five (5) years?
   ☐ Yes ☐ No

21. Has your organization ever failed to complete a construction contract?
   ☐ Yes ☐ No
   If “yes,” on a separate signed page (referring to this question) state the following: (i) describe each such contract; (ii) the owner’s name, address and telephone number; (iii) a description of the project; and (iv) the circumstances of the failure to complete.

22. Has your organization ever been declared in default of a construction contract?
   ☐ Yes ☐ No
23. Has a claim or other demand ever been asserted against any Bid Bond, Performance Bond or Labor and Material Payment Bond posted by your organization in connection with any construction contract or your submittal of a bid or proposal on a construction contract?
☐ Yes ☐ No

24. At the time of submitting this qualification form, is your firm ineligible to bid on or be awarded a public works contract, or perform as a subcontractor on a public works contract, pursuant to either Labor Code section 1777.1 or Labor Code section 1777.7?
☐ Yes ☐ No

25. At any time during the last five (5) years, has your firm, or any of its owners, officers, or partners been convicted of a crime involving the awarding of a contract of a government or Public construction project, or the bidding or performance of a government or Public contract?
☐ Yes ☐ No

26. Has your firm or any of its owners, officers, or partners ever been convicted of a crime involving any federal, state, or local law related to bidding, awarding, or performance of any construction contract?
☐ Yes ☐ No

27. Has your firm or any of its owners, officers or partners ever been found liable in a civil suit or found guilty in a criminal action for making any false claim or material misrepresentation to any public agency or entity in any way related to any construction contract?
☐ Yes ☐ No

28. Is your firm CURRENTLY the debtor in a bankruptcy case?
☐ Yes ☐ No

29. In the last twelve (12) months has your firm, or any firm with which any of your company’s owners, officers or partners was associated, been debarred, disqualified, removed or otherwise prevented from bidding on, or completing, any government agency or public works project for any reason?

NOTE: “Associated with” refers to another construction firm in which an owner, partner or officer of your firm held a similar position.
☐ Yes ☐ No

If YES, on a separate signed page (referring to this question) state the following: (i) describe each such project; (ii) the owner’s name, address and telephone number; (iii) the circumstances and specific reason given for being prevented from bidding on or completing the project.

30. Has your organization ever refused to sign a contract awarded to it?
☐ Yes ☐ No
If YES, on a separate signed page (referring to this question) state the following: (i) describe each such contract; (ii) the owner’s name, address and telephone number; (iii) a description of the project; and (iv) the circumstances of the refusal to sign the contract.

31. In the last twelve (12) months has your firm been denied an award of a public works contract based on a finding by a public agency that your company was NOT a responsible bidder?
   ☐ Yes ☐ No
   if YES, on a separate signed page (referring to this question) state the following: (i) describe each such contract; (ii) the owner’s name, address and telephone number; (iii) a description of the project; and (iv) the circumstances of the determination.

32. Contractor has CURRENT workers’ compensation insurance policy as required by the Labor Code or is legally self-insured pursuant to Labor Code section 3700 et. seq.
   ☐ Yes ☐ No
   Contractor is exempt from this requirement, because it has no employees

33. Within the last two (2) years has there ever been a period when your firm had employees but was without Workers’ Compensation insurance or state-approved self-insurance?
   ☐ Yes ☐ No

34. Attach to this statement true and correct copies of the following:

34.1 Your organization’s California Contractor’s License (the copy must clearly and legibly show: (i) the licensee name; (ii) the expiration date; and (iii) the classification(s) of licensure).

34.2 The Contractor’s License Bond posted by your organization in connection with your organization’s California Contractor’s License pursuant to California Business & Professions Code 7071.5 and 7071.6 (the copy must clearly and legibly show: (i) the Bond number or other information sufficient for identification; (ii) the name, address and telephone number of the Surety on the Bond; (iii) the signature of the individual executing the Bond on behalf of the Surety and if such individual’s authority is conferred by a power of attorney or by such individual’s authority is conferred by a power of attorney or by such individual’s designation as an attorney in fact on behalf of the Surety, include a clear and legible copy of such power of attorney or attorney in fact designation; (iv) the principal on such Bond; and (v) the expiration date of such Bond).

34.3 If your organization’s California Contractor’s License is issued by virtue of the qualification of a responsible managing employee or responsible managing officer of your organization, the Qualifier’s Bond, if required pursuant to California business & Professions Code 7071.9 (the copy must clearly and legibly show: (i) the bond number or other information sufficient for identification; (ii) the name, address and telephone number of the Surety on the Bond; (iii) the signature of the individual executing the Bond on behalf of the Surety and if such individual’s authority is conferred by a power of attorney or by such individual’s designation as an attorney in fact on behalf of the Surety, include a clear and legible copy of such power of attorney or attorney in fact designation; (iv) the principal on such Bond; and (v) the expiration date of such Bond.

35. Certification

Contra Costa Community College District
Classroom Notification Device Installation

Section 00400 - Page 9 of 10
Statement of Bidder’s Qualifications
The responses to each and all of the foregoing are complete and accurate; there are no omissions of material fact or information such that would render any of the foregoing false or misleading; there are no misstatements of fact in any of the foregoing.

I, the undersigned, certify and declare that I have read all the foregoing answers to this Section and know their contents. The matters stated in the above answers are true of my own knowledge and belief, except as to those matters stated on information and belief, and as to those matters I believe them to be true. I declare under penalty of perjury under the laws of the State of California, that the foregoing is correct.

____________________________
(Printed Name)

____________________________
(Signature)

NOTARY PUBLIC

===============================================================

ACKNOWLEDGEMENT (By Corporation, Partnership or Individual)

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

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

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

Witness my hand and official seal.

____________________________
Notary Public

[SEAL]

===============================================================

END OF SECTION 00400

Contra Costa Community College District
Classroom Notification Device Installation

Section 00400 - Page 10 of 10
Statement of Bidder's Qualifications
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 CLASSROOM NOTIFICATION DEVICE INSTALLATION job sites,

on __________________ at ____________ A.M. P.M (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 – CCCCD Facilities ________________________________ Date ________________________________
or
Manager – IT Manager / Officer ________________________________ 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

Contra Costa Community College District
Classroom Notification Device Installation

Section 00450 - Page 1 of 1
Certification of Site Visit
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: CLASSROOM NOTIFICATION DEVICE INSTALLATION (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.

_____________________________  (SEAL)

Notary Public in and for said State

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: CLASSROOM NOTIFICATION DEVICE INSTALLATION (hereinafter referred to as the “Public Work”); and

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

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

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

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

The Surety, for value received, hereby stipulates and agrees that it shall not be exonerated or released from the obligation of this bond (either by total exoneration or pro tanto) by any change, extension of time, alteration in or addition to the terms of the contract or to the work to be performed there under or the specifications accompanying the same, nor by any change or modification to any terms of payment or extension of time for any payment pertaining or relating to any scheme of work of improvement under the contract. Surety also stipulates and agrees that it shall not be exonerated or released from the obligation of this bond (either by total exoneration or pro tanto) by any overpayment or underpayment by the Obligee that is based upon estimates
approved by the Architect. The Surety stipulates and agrees that none of the aforementioned changes, modifications, alterations, additions, extension of time or actions shall in any way affect its obligation on this bond, and it does hereby waive notice of any such changes, modifications, alterations, additions or extension of time to the terms of the contract, or to the work, or the specifications as well notice of any other actions that result in the foregoing.

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

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

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

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

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

In the event suit is brought upon this bond by the Obligee and judgment is recovered, the Surety shall pay all costs incurred by the Obligee in such suit, including reasonable attorneys’ fees to be fixed by the Court.
IN WITNESS WHEREOF, we have hereunto set our hands and seals this ____ day of ____________, 2010.

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

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.

______________________________ (SEAL)
Notary Public in and for said State

Commission expires: ____________________________

NOTE: A copy of the power-of-attorney to local representatives of the bonding company must be attached hereto.
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 May 24, 2017.

§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: Emergency Notification Device Installation

§1.4 Completion Time: 180 Calendar Days from the Notice to Proceed.

§1.5 Bidder agrees to pay, as liquidated damages the amounts specified below for each consecutive calendar day after the expiration of the consecutive calendar days allowed for each phase.

§1.5.1 Liquidated Damages, Substantial Completion: $500.00 per calendar day Work is delayed.

§1.5.2 Liquidated Damages, Remaining Work, All Phases and Final Completion: $250.00 per calendar day Remaining Work is delayed.

§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:
Scope of this project is to install an IP Speaker with a connected “Call Button” which will allow the speaker to make a call to a predefined phone number for assistance. The district has chosen the Advance Network Devices IP Speaker (model# IPSWD-RWB with IPS-SM1 surface mount) along with Call button kit (part# AND-BTN-KIT-1). IP speakers shall being installed as a standard in classrooms and other large public gathering spaces. Building room schedules and maps with general installation locations are provided as Exhibit A.

District will provide the contractor with the following manufacturer specifications attached as Exhibit B.

• IP speaker
• Speaker mounting kit and
• Back box and call Button with faceplate
Contractor shall:

- Install two CAT6A cables PINK in color at the location of the speaker from the nearest intermediary distribution frame (IDF). Both cables shall be terminated in a duplex CAT6A jack and tested as well.
- Two Patch cords shall be CAT6A, PINK in color, speaker end shall have a 3 feet patch cord, IDF end shall have the appropriate length to be properly routed in rack, and able to be plugged into the network switch. Speaker shall be installed 12” below the ceiling where possible.
- Install a 20AWG wire from the speaker to the location of the button, this 20 AWG wire must be securely routed to the speaker through conduit or Panduit securely mounted to the walls with screws (use of double-sided tape is not acceptable). The wire shall be connected to the speaker as well as the button as directed in the manufacturer installation directions
- All call buttons must be installed at ADA height (between 36” and 48” off the floor).
- Contractor to provide wall box for the call button.
- All cable terminations in the telecommunications rooms or distribution frames must be grouped together on existing patch panels or additional patch panels must be provided where there is no room in the existing patch panels.
- Speaker and button must be mounted, patched and tested by vendor in order to be accepted, district will check for operation speakers before providing it to the contractor.
- Exact location of speaker and button will be coordinated with the campus in every instance.

All CAT-6A data cable installed must meet warranty and installation specification noted in “CCCCD Infrastructure Standards 2.4” document attached as Exhibit C.

All speakers and buttons must be mounted, patched and tested by Contractor in order for the project to be considered completed.

Work Restrictions:

All work at DVC, CCC and LMC locations must be done during the hours of 10pm and 6am, Work at SRC and Brentwood maybe done on Fridays during normal business hours since both of these facilities are closed. All work areas must be clean of dust, debris and other material daily before 6am every day and areas.

At the beginning of each week (mutually agreed upon day and time), the contractor shall meet with district/college staff and provide a rolling two week schedule of buildings and rooms where work will be performed. Access to buildings and room shall be coordinated with Buildings & Grounds as well as police services.

2.1 Exhibits herein are incorporated as a part of this contract:

Exhibit A: Building room schedules and maps (not to scale) with general installation locations:
   A.1: Los Medanos College
   A.2: San Ramon Valley Center
   A.3: Brentwood
   A.4: Contra Costa College
   A.5: Diablo Valley College

Exhibit B: Advance Network Devices IP Speaker (model# IPSWD-RWB with IPS-SM1 surface mount) and Call button kit (part# AND-BTN-KIT-1)

Exhibit C: CCCCC Infrastructure Standards 2.4

3. WORK CONTRACT, CHANGES

(a) By their signatures below, effective on the above date, these parties promise and agree as set forth in this Agreement, incorporating by these references labor and materials contained in Section 2, Scope of Work.
(b) Contractor shall, at Contractor's own cost and expense, and in a workmanlike manner, fully and faithfully perform and complete the work; and will furnish all materials, labor, services, equipment, and transportation necessary, convenient and proper in order fairly to perform the requirements of this contract, all strictly in accordance with the Public Agency's plans, drawings and specifications.

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

4. **TIME: NOTICE TO PROCEED AND ACCEPTANCE**

(a) Contractor shall start this work as directed in the specifications or the Notice to Proceed and shall complete it as specified in Section 1, Completion Time.

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

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

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

(e) Default for failure to Complete Remaining Work In the event the Contract Time expires before the Remaining Work is completed to the satisfaction of the District, the District may provide notice to the Contractor that the Remaining Work shall be completed by Contractor to the satisfaction of the District within ten consecutive calendar days from the date of such notice. The failure of the Contractor to satisfactorily complete the Remaining Work within the ten days shall entitle District to declare Contractor in default and thereafter terminate the Contract. The ten-day notice provided under this paragraph shall not be construed as adding any time to the Contract Time and is a time period solely for the purposes of providing notice of default.
(f) Application for Final Payment. After the Contractor has completed all Remaining Work to the satisfaction of the District and delivered all maintenance and operating instructions, schedules, guarantees, warranties, bonds, certificates of inspection, marked-up record documents and other documents as required by the Contract, and after the District or Architect has indicated that the work is acceptable, Contractor may make application for final payment following the Payments Procedures for progress payments. The final application for payment shall be accompanied by all documentation called for in the Contract Documents, together with complete and legally effective releases or waivers (satisfactory to the District) of all liens arising out of or filed in connection with the work on the project.

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

5. LIQUIDATED DAMAGES

5.1 LIQUIDATED DAMAGES - SUBSTANTIAL COMPLETION

If the Contractor fails to complete this contract and this Work or Phase of Work within the time fixed therefore, allowance being made for contingencies as provided herein, Contractor becomes liable to the Public Agency for all its loss and damage therefrom; 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 or Phase of Work; and if the same be not paid, Public Agency may, in addition to its other remedies, deduct the same from any money due or to become due Contractor under this Contract. If the Public Agency for any cause authorizes or contributes to a delay, suspension of work or extension of time, its duration shall be added to the time allowed for completion, but it shall not be deemed a waiver nor be used to defeat any right of the Agency to damages for non-completion or delay hereunder. Pursuant to Government Code Section 4215, the Contractor shall not be assessed liquidated damages for delay in completion of the work, when such delay was caused by the failure of the Public Agency or the owner of a utility to provide for removal or relocation of existing utility facilities.

5.2 LIQUIDATED DAMAGES-THE REMAINING WORK.

The Remaining Work, as such work is determined by the Public Agency or Public Agency's Representative, shall be completed within the Contract Time or any proper extension thereof granted by Public Agency. If the Contractor shall neglect, fail or refuse to complete the Remaining Work within the Contract Time or any proper extension thereof granted by the Public Agency, then the Contractor does hereby agree, as part consideration for the awarding of this Contract, to pay to the Public Agency the amount specified in the Contract, not as a penalty but as liquidated damages for the Remaining Work for each such breach of Contract set forth herein for each and every consecutive calendar day that the Contractor shall be in default after expiration of the Contract Time.
6. INTEGRATED DOCUMENTS

The plans, drawings and specifications and special provisions of the Public Agency's Notice Inviting Bids, and Contractor's accepted bid for this work are hereby incorporated into this Contract; and they are intended to cooperate, so that anything exhibited in the plans or drawings and not mentioned in the specifications or special provisions, or vice versa, is to be executed as if exhibited, mentioned and set forth in both, to the true intent and meaning thereof when taken all together; and differences of opinion concerning these shall be finally determined by the Public Agency.

7. PAYMENT

(a) For strict and literal fulfillment of these promises and conditions, and full compensation for all this work, the Public Agency shall pay the Contractor the sum specified in Section 1, except that in unit price contracts the payment shall be for finished quantities at unit bid prices.

(b) On or about the first day of each calendar month, the Contractor shall submit to the Public Agency a verified application for payment, supported by a statement showing all materials actually installed during the preceding month, the labor expended thereon, and the cost thereof; whereupon, after checking, the Public Agency shall issue to Contractor a certificate for the amount determined to be due, minus ten (10%) percent thereof pursuant to the Public Agency's General Terms and Conditions, but not until defective work and materials have been removed, replaced and made good.

8. PAYMENTS WITHHELD

(a) The Public Agency or its agent may withhold any payment, or because of later discovered evidence nullify all or any certificate for payment, to such extent and period of time only as may be necessary to protect the Public Agency from loss because of:

(1) Defective work not remedied, or work not completed, or
(2) Claims filed or reasonable evidence indicating probable filing, or
(3) Failure to properly pay subcontractors or for material or labor, or
(4) Reasonable doubt that the work can be completed for the balance then unpaid, or
(5) Damage to another contractor, or
(6) Damage to the Public Agency, other than damage due to delays.

(b) The Public Agency shall use reasonable diligence to discover and report to the Contractor, as the work progresses, the materials and labor which are not satisfactory to it, so as to avoid unnecessary trouble or cost to the Contractor in making good any defective work or parts.

(c) Thirty-five (35) calendar days after Public Agency files its notice of completion of the entire work, it shall issue a certificate to the Contractor and pay the balance of the contract price after deducting all amounts withheld under this contract, provided the Contractor shows that all claims for labor and materials have been paid, no claims have been presented to the Public Agency based on acts or omissions of the Contractor, and no liens or withhold notices have been filed against the work or site, and provided there are not reasonable indications of defective or missing work or of late-recorded notices of liens or claims against Contractor.

9. INSURANCE

Before the commencement of the Work, the Contractor shall purchase from and maintain in a company or companies lawfully authorized to do business in California as admitted carriers with a financial rating of at least A status as rated in the most recent edition of Best's Insurance Reports or as amended by the Supplementary General Conditions, such insurance as will protect the Public Agency from claims set forth below, which may arise out of or result from the Contractor's operations under the Contract and for which the Contractor may be legally liable, whether such operations are by the Contractor, by a Subcontractor, by
anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable.

a. Claims for damages because of bodily injury, sickness, disease, or death of any person District would require indemnification and coverage for employee claim;
b. Claims for damages insured by usual personal injury liability coverage, which are sustained by a person as a result of an offense directly or indirectly related to employment of such person by the Contractor or by another person;
c. Claims for damages because of injury or destruction of tangible property, including loss of use resulting therefrom, arising from operations under the Contract Documents;
d. Claims for damages because of bodily injury, death of a person, or property damage arising out of the ownership, maintenance, or use of a motor vehicle, all mobile equipment, and vehicles moving under their own power and engaged in the Work;
e. Claims involving contractual liability applicable to the Contractor’s obligations under the Contract Documents, including liability assumed by and the indemnity and defense obligations of the Contractor and the Subcontractors; and
f. Claims involving Completed Operations, Independent Contractors’ coverage, and Broad Form property damage, without any exclusions for collapse, explosion, demolition, underground coverage, and excavating. (XCU)
g. Claims involving sudden or accidental discharge of contaminants or pollutants.

Additional Insured Endorsement Requirement: The Contractor shall name, on any policy of insurance, the District, Architect, Inspector, the State of California, their officers, employees, agents and independent contractors as Additional Insured. Subcontractors shall name the Contractor, the District, Architect, Inspector, the State of California, their officers, employees, agents and independent contractors as Additional Insured.

The Additional Insured Endorsement included on all such insurance policies shall state that coverage is afforded the additional insured with respect to claims arising out of operations performed by or on behalf of the insured. If the Additional Insured have other insurance which is applicable to the loss, such other insurance shall be on an excess or contingent basis. The insurance provided by the Contractor must be designated in the policy as primary to any insurance obtained by the Public Agency. The amount of the insurer’s liability shall not be reduced by the existence of such other insurance.

Specific Insurance Requirement: Contractor shall take out and maintain and shall require all subcontractors, if any, whether primary or secondary, to take out and maintain:
a) Comprehensive General Liability Insurance with an aggregate of not less than $[2,000,000.00]; Per occurrence, $[1,000,000.00]
b) Automotive (any auto) where operated in amounts $[1,000,000.00]
c) Workers’ Compensation Insurance: $[1,000,000.00]; Contractor is aware of and complies with Labor Code Section 3700 and the Worker’s Compensation Law.

10. BONDS

Bond Requirements: Prior to commencing any portion of the Work, the Contractor shall furnish separate payment and performance bonds for its portion of the Work which shall cover 100% faithful performance of and payment of all obligations arising under the Contract Documents and/or guaranteeing the payment in full of all claims for labor performed and materials supplied for the Work. All bonds shall be provided by a corporate surety authorized and admitted to transact business in California as sureties.

To the extent, if any, that the Contract Price is increased in accordance with the Contract Documents, the Contractor shall, upon request of the Public Agency, cause the amount of the bonds to be increased accordingly and shall promptly deliver satisfactory evidence of such increase to the Public Agency. To the extent available, the bonds shall further provide that no change or alteration of the Contract Documents (including, without
limitation, an increase in the Contract Price, as referred to above), extensions of time, or modifications of the
time, terms, or conditions of payment to the Contractor will release the surety. If the Contractor fails to furnish
the required bonds, the Public Agency may terminate the Contract for cause.
On signing this contract, Contractor shall deliver to Public Agency for approval good and sufficient bonds with
sureties, in amount(s), specified in the specifications or special provisions, guaranteeing faithful performance of
this contract and payment for all labor and materials hereunder.

11. **FAILURE TO PERFORM**

If the Contractor at any time refuses or neglects, without fault of the Public Agency or its agent(s), to supply
sufficient materials or workers to complete this agreement and work as provided herein, for a period of ten days
or more after written notice thereof by the Public Agency, the Public Agency may furnish same and deduct the
reasonable expenses thereof from the contract price.

12. **LAWS APPLY: General**

Both parties recognize the applicability of various federal, state and local laws and regulations, especially Chapter
1 of Part 7 of the California Labor Code (beginning with Section 1720, and including Sections 1735, 1777.5, 1777.6,
forbidding discrimination) and intend that this agreement complies therewith. The parties specifically stipulate
that the relevant penalties and forfeitures provided in the Labor Code, especially in Sections 1775, 1776, and
1813, concerning prevailing wages and hours, shall apply to this agreement as though fully stipulated herein.

13. **SUBCONTRACTORS**

Public Contract Code Sections 4100-4113 are incorporated herein.

14. **WAGE RATES**

(a) Pursuant to Labor Code Section 1773, the Director of the Department of Industrial Relations has
ascertained the general prevailing rates of wages per diem, and for holiday and overtime work, in the
locality in which this work is to be performed, for each craft, specified in the call for bids for this work and
are on file with the Public Agency, and are hereby incorporated herein.

(b) This schedule of wages is based on a working day of eight (8) hours unless otherwise specified; and the
daily rate is the hourly rate multiplied by the number of hours constituting the working day. When less
than that number of hours are worked, the daily wage rate is proportionately reduced, but the hourly rate
remains as stated.

(c) The Contractor, and all subcontractors, must pay at least these rates to all persons on this work, including
all travel, subsistence, and fringe benefit payments provided for by applicable collective bargaining
agreements. All skilled labor not listed above must be paid at least the wage scale established by collective
bargaining agreement for such labor in the locality where such work is being performed. If it becomes
necessary for the Contractor or any subcontractor to employ any person in a craft, classification or type of
work (except executive, supervisory, administrative, clerical or other non-manual workers as such) for
which no minimum wage rate is specified, the contractor shall immediately notify the Public Agency which
shall promptly determine the prevailing wage rate therefore and furnish the Contractor with the minimum
rate based thereon, which shall apply from the time of the initial employment of the person affected and
during the continuance of such employment.

15. **HOURS OF LABOR**

Eight hours of labor in one calendar day constitutes a legal day's work, and no worker employed at any time on
this work by the Contractor or by any subcontractor shall be required or permitted to work longer thereon except
as provided in Labor Code Sections 1810-1815.

Contra Costa Community College District
Classroom Notification Device Installation

Section 00600 - Page 7 of 12
Construction Agreement
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 therefor, 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. 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 51861 concerning Worker’s Compensation Law.

Contractor:

By: ____________________________ (CORPORATE SEAL)

(Designate Official Capacity — COMPANY NAME)

Print NAME and TITLE

License Number

Federal ID Number

NOTARY PUBLIC

====================================================================================================

State of California )

County of Contra Costa )

ACKNOWLEDGEMENT (By Corporation, Partnership or Individual)

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