BID DOCUMENTS COVER SHEET

CONTRACT DOCUMENTS

FOR

LMC – AUDIO / VISUAL SYSTEMS UPGRADE

AT

LOS MEDANOS COLLEGE

2700 East Leland Rd, Pittsburg, CA 94565

CONTRA COSTA COMMUNITY COLLEGE DISTRICT

Consist of the following:

DIVISION 00
PROCUREMENT & CONTRACTING REQUIREMENTS

PURCHASING & CONTRACT SERVICES
500 Court St, Martinez, CA 94553
(925) 229-6959

February 1, 2017
SECTION 00010

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PROJECT DIRECTORY

OWNER:
Los Medanos College (LMC)
2700 East Leland Rd, Pittsburg, CA 94565
(925) 439-2181

LMC OFFICERS:
Bob Kratochvil
President
Phone: (925) 473-7201
Email: bkratochvil@losmedanos.edu

Kevin Horan
Vice President
Phone: (925) 473-7573
Email: khoran@losmedanos.edu

Michael Becker
Information Technology Services Manager
Phone: (925) 473-7362 Email: mbecker@losmedanos.edu

Russ Holt
Buildings & Grounds Manager
Phone: (925) 473-7375 Email: rholt@losmedanos.edu

DISTRICT OFFICE PURCHASING:
David S. Wetmore
Director of Purchasing & Contract Services
Phone: (925) 229-6955 Email: dwetmore@4cd.edu

Jovan Esprit
Contracts Manager
Phone: (925) 229-6959 Email: jesprit@4cd.edu

Ben Cayabyab
Senior Buyer - FF&E
Phone: (925) 229-6956 Email: bcayabyab@4cd.edu

FACILITIES DIVISION:
Ray Pyle
Chief Facilities Planner
Phone: (925) 229-6842 Email: rpyle@4cd.edu

END OF SECTION 00015
Smoking restricted to parking lot areas.
NOTICE INVITING BIDS

LMC – AUDIO VISUAL SYSTEMS UPGRADE
Los Medanos College, 2700 East Leland Rd, Pittsburg, CA 94565

NOTICE IS HEREBY GIVEN that the Governing Board of the Contra Costa Community College District (District), Martinez, California, will receive sealed bid proposals for the furnishing of all labor, materials, equipment, transportation and services for the construction of the project entitled LMC – AUDIO VISUAL PROJECT

Construction Cost Estimate (Range): $300,000.00 to $400,000.00; License Required: B-General Building Contractor or C-7 Low Voltage Systems Contractor or C-10 Electrical Contractor

In general, the Work consists of upgrading audio/visual (AV) systems in 22 classrooms in the Math and Science Buildings. All work shall be based on scope of work and information contained in the Los Medanos College Math and Science Building Audio/Visual Systems Upgrade, Los Medanos College Audio/Video Systems Specifications, Districtwide Technology Infrastructure Standard. All documents can be found at the District Website.

Project Documents including but not limited to plans, specifications, addenda, bidders lists, bid results, etc. can be viewed online at the District Website link: http://www.4cd.edu/webapps/purchasingviewbids/default.aspx Information about this project can also be obtained from your local Builders Exchanges. No special prequalification is needed for this project.

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

All questions related to this project must be in writing and are directed to: Jovan Esprit, Contract Manager, Email: jesprit@4cd.edu All responses to requests for information (RFI) maybe included in an Addendum and shall be published at the District Website.

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:                       Friday, February 24, 2017 at 2:00 PM
Pre-Bid Meeting and Job Walk Location:               Room 106, Library Building at Los Medanos College
Last Date / Time for Bidder Questions:               Friday, March 3, 2017 at 2:00 PM
Bids Due No Later Than:                               Wednesday, March 15, 2017 PRIOR to 2:00 PM
Bids Must Be Received at:                            Contra Costa Community College District (Lobby)
                                                      500 Court St, Martinez, CA 94553 Attention: Jovan Esprit

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 Registration)

- No contractor or subcontractor may be listed on a bid proposal for a public works project (submitted on or after March 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a)].
- No contractor or subcontractor may be awarded a contract for public work on a public works project (awarded on or after April 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5.
- This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

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

Liquidated Damages shall be set for One Hundred Dollars ($100.00) for each calendar day the work is delayed. Construction work as determined by LMC Campus actual work schedule per Academic Calendar. 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 bid opening thereof.

END OF SECTION 00100
SECTION 00200

INSTRUCTIONS TO BIDDERS

1.1 ISSUING OF DOCUMENTS
Project Documents including but not limited to plans, specifications, addenda, bidders lists, bid results, etc. can be viewed online at the District Website link: http://www.dcd.edu/webapps/purchasingviewbids/default.aspx. Information about this project can also be obtained from your local Builders Exchanges. The District does not provide hardcopies of bid documents or reimburse cost of printing, delivery, or any expenses related to the bidding process.

1.2 QUALIFICATIONS OF BIDDERS
A. Bidders may be required to furnish evidence satisfactory to the District that he/she has sufficient means and has had sufficient experience in the class of work called for to enable him/she to complete the Contract in a satisfactory manner. No special prequalification is needed for this project.

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 “LMC-AUDIOVISUAL SYSTEMS UPGRADE – Contra Costa Community College District”. The envelope shall contain the name and address of the Bidder.

D. Bids that are mailed shall have the previously described envelope placed inside an envelope addressed to: CONTRA COSTA COMMUNITY COLLEGE DISTRICT, 500 Court Street, Martinez, CA 94553 ATTENTION: 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 ninety (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:
   David S. Wetmore, Director of Purchasing & Contract Services, Contra Costa Community College District, 500 Court St, Martinez, CA 94553

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 District. 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 00300
BID PROPOSAL FORM

PROJECT NUMBER / NAME:   LMC – AUDIO / VISUAL SYSTEMS UPGRADE

CAMPUSS / LOCATION:   Los Medanos College, 2700 East Leland Rd, Pittsburg, CA 94565

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

Herein Referred to as “District”

1. **INTRODUCTION**

   A. The Bidder proposes to perform the Work for the Contract Sum and within the proposed Contract Time, based upon an examination of the site and the Bid and Contract Documents.

   B. The Bidder certifies this Bid is submitted in good faith.

   C. The Bidder agrees that the Contract Sum and other proposed terms will be considered in evaluating Bids and may be negotiated and adjusted before awarding of Contract.

   D. The signed copy of 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 amount of bid including Alternates and Allowances (if any).

   H. The District reserves the right to award the other Additive/Deductive Alternates (if any) through change orders as budget allows.

2. **CONTRACT SUM**

   A. **BASE BID (Total Bid Amount)**

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

       ________________________________________ Dollars  ($ _________________)
3. COMPLETION TIME

A. For establishing the Date of Final Completion the contract time for Base Bid shall be based on Campus Schedule after date of the Notice to Proceed due to a staggered schedule based on availability of classrooms per Academic Calendar 2017. 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.

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 ________________
   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 30 days after Bid Opening date.

B. If written notice of acceptance of this Bid is mailed or delivered to the Bidder within 30 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.

D. No contractor or subcontractor may be listed on a bid proposal for a public works project (submitted on or after March 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a)].

E. No contractor or subcontractor may be awarded a contract for public work on a public works project (awarded on or after April 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5.

F. This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

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. **Contractor License No.** ____________________________ **State of** ____________________________

E. 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 [ ].

F. 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 CSLB License No.  Expiration Date

______________________________
Contractor’s DIR Registration No.  Expiration Date

______________________________
Firm Name

______________________________
Signature

______________________________
By (Print Name / Title)

______________________________
Email Address: ____________________________

**End of Section 00300**
Section 00350

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

State of California
County of Contra Costa

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

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

Date: __________________________ Signature: ________________________________

State of California
County of Contra Costa

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

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

WITNESS my hand and official seal.

Date: __________________________ Signature: ________________________________

[SEAL]

END OF SECTION 00350

Contra Costa Community College District
Los Medanos College
LMC – Audio / Visual Systems Upgrade
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: __________________________________ Check One: □ Corporation □ Partnership
(as it appears on license) □ 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)

________________________________________________________________

________________________________________________________________

________________________________________________________________

________________________________________________________________

Contra Costa Community College District
Los Medanos College
Lmc – Audio / Visual Systems Upgrade

Section 00400 - Page 1 of 10
Statement of Bidder’s Qualifications
**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.

<table>
<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.

<table>
<thead>
<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 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.

<table>
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<tr>
<th>Person’s Name</th>
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<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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<tbody>
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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?

Contra Costa Community College District
Los Medanos College
Lmc – Audio / Visual Systems Upgrade
☐ Yes ☐ No
If yes, on a separate signed page (referring to this question), state the following: (i) the name, address and telephone number of each person or entity making claim or demand; (ii) the date of each claim or demand; (iii) the circumstances giving rise to each such claim or demand; and (iv) the disposition of each such claim or demand.

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 complaint; and (iv) the disposition of each such complaint, including without limitation, any disciplinary or other action imposed or taken by the California Contractors State License Board as a result of any such complaint.

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
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 declaration of default.

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  
If “yes,” on a separate signed page (referring to this question) state the following: (i) state the name, address and telephone number of each such claimant; (ii) the date of the claim; and (iii) the disposition thereof.

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
Los Medanos College
Lmc – Audio / Visual Systems Upgrade
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.

Dated: _______________

__________________________________________
(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
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 **LMC – AUDIO / VISUAL SYSTEMS UPGRADE** job site,

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:**

<table>
<thead>
<tr>
<th>Project Manager / Construction Manager</th>
<th>Date</th>
</tr>
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<tr>
<td>or</td>
<td></td>
</tr>
<tr>
<td>Campus IT Manager</td>
<td>Date</td>
</tr>
</tbody>
</table>

**Bidder:**

Name of Firm or Company

Name and Title            Signature

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
SECTION 00500

BID SECURITY FORMS

1.1 The Bid Security Form to be used for this project:

Bid Bond, AIA Document A310, 1970 Edition (or latest edition) or attached District’s Bid Bond Form

1.2 The Bid Security Form shall be considered part of this Project Manual as if bound herein.

1.3 The Performance Bond and the Payment Bond forms to be used for this project are included in the following pages:
BID SECURITY FORM
Pursuant to PCC Section 20651(b)

BID BOND

KNOW ALL MEN BY THESE PRESENTS that we, the undersigned,

________________________________________ (hereafter called “Principal”),

and ______________________________________ (hereafter called “Surety”),

are hereby held and firmly bound unto CONTRA COSTA COMMUNITY COLLEGE DISTRICT
(hereafter called “Owner”) in the sum of

________________________________________

($________________) representing 10% of the Bid Amount for the payment of which, well and
truly to be made, we hereby jointly and severally bind ourselves, successors, and assigns.

SIGNED this ______ day of ______________________, in the Year ______________

The condition of the above obligation is such that whereas the Principal has submitted to the Owner a
certain Bid, attached hereto and hereby made a part hereof, to enter into a contract in writing for the
construction of

LMC – AUDIO VISUAL SYSTEMS UPGRADE

NOW, THEREFORE,

a. If said Bid is rejected, or

b. If said Bid is accepted and the Principal executes and delivers a contract or the attached
   Agreement form within ten (10) calendar days after acceptance (properly completed in
   accordance with said Bid), and furnishes bonds for his faithful performance of said Contract and
   for payment of all persons performing labor or furnishing materials in connection therewith,

Then this obligation shall be void; otherwise, the same shall remain in force and effect.

Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or
addition to the terms of the contract, or the call for bids, or the work to be performed thereunder, or the
specifications accompanying the same, shall in any way affect its obligation under this bond, and it does
hereby waive notice of any such change, extension of time, alteration, or addition to the terms of said
contract, or the call for bids, or the work, or to the specifications.
In the event suit is brought upon this bond by the Owner and judgment is recovered, the Surety shall pay all costs incurred by the Owner in such suit, including without limitation, attorneys’ fees to be fixed by the court.

IN WITNESS WHEREOF, Principal and Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, on the day and year first set forth above.

PRINCIPAL:

________________________________________

________________________________________

ATTEST: (if individual, two witnesses are required)

By: ______________________________________

Name / Title

By: ______________________________________

Name / Title

ATTEST: (if corporation) (CORPORATE SEAL)

By: ______________________________________

Name / Title

SURETY:

________________________________________

________________________________________

ATTEST: (if individual, two witnesses are required)

By: ______________________________________

Name / Title

By: ______________________________________

Name / Title

ATTEST: (if corporation) (CORPORATE SEAL)

By: ______________________________________

Name / Title
IMPORTANT:

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, it must also appear on the Treasury Department’s most current list (Circular 570 as amended).

THIS IS A REQUIRED FORM.

Any claims under this bond may be addressed to:

(Name and Address of Surety)

________________________________________________________________________

________________________________________________________________________

________________________________________________________________________

(Name and Address of agent or representative for service of process in California if different from above)

________________________________________________________________________

________________________________________________________________________

________________________________________________________________________

(Telephone Number of Surety and agent or representative for service of process in California)

________________________________________________________________________

________________________________________________________________________

________________________________________________________________________
PAYMENT BOND
(California Civil Code, Sections 9550-9566)

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 “CONTRACTOR”), an agreement for the work described as follows:

LMC – AUDIO VISUAL SYSTEMS UPGRADE
(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 CONTRA COSTA COMMUNITY COLLEGE DISTRICT and to any and all persons, companies, or corporations entitled by law to stop payment 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 Section 9550 et. seq.

This bond shall inure to the benefit of any person named in California 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 DISTRICT 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 Section 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 )
COUNTY OF ) ss.

On this _____ day of _______ in the year _______, before me, ________________________, a Notary Public in and for said State, personally appeared ________________________, known to me to be the person whose name is subscribed within the instrument as the Attorney-in-Fact of the ________________________ (Surety) and acknowledged to me that he subscribed the name of the ________________________ (Surety) thereto and his own name as Attorney-in-Fact.

______________________________
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.

Contra Costa Community College District
Los Medanos College
LMC – AUDIO VISUAL SYSTEMS UPGRADE
CONTRACT PERFORMANCE BOND
(Pursuant to PCC 10224)

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
“CONTRACTOR”), an agreement for the work described as follows:

LMC – AUDIO VISUAL SYSTEMS UPGRADE
(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 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.

For value received, the Surety hereby stipulates and agrees that no change, extension of
time, alteration, or addition to the terms of the Contract, or to the work to be performed
thereunder, or the Specifications accompanying the same shall in any way affect its obligations
on this bond, and it does hereby waive notice of any such change, extension of time, alteration,
or addition to the terms of the Contract, or to the work, or to the Specifications.
No final settlement between the Obligee and the CONTRACTOR shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

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 DISTRICT and judgment is recovered, the Surety shall pay all costs incurred by the DISTRICT in such suit, including reasonable attorneys’ fees to be fixed by the Court.

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

PRINCIPAL/CONTRACTOR:

__________________________________________

By: ________________________________________

SURETY:

__________________________________________

By: ________________________________________

Attorney-in-Fact

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

The total amount of premium charged: $____________________ (This must be filled in by a corporate surety).
IMPORTANT: THIS IS A REQUIRED FORM.

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

Any claims under this bond may be addressed to:

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

____________________________________  ______________________________________

____________________________________  ______________________________________

Telephone: __________________________ Telephone: __________________________

STATE OF CALIFORNIA )
    ) ss.
COUNTY OF )

On this _______________day of ______________, in the year _______, before me, ____________________________, a Notary Public in and for said State, personally appeared ____________________________, known to me to be the person whose name is subscribed within the instrument as the Attorney-in-Fact of the (Surety) and acknowledged to me that he subscribed the name of the (Surety) thereto and his own name as Attorney-in-Fact.

____________________________________ (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 [edit].

1.0 SPECIAL TERMS. These special terms are incorporated below by this reference.

1.1 Parties:

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

(Contractor)

Address: ____________________________
______________________________
______________________________

Contact: ____________________________
Title: ______________________________
Phone: _____________________________
Email: _____________________________

CSLB License No ________________ Exp. ________________
DIR Registration ________________ Exp. ________________

1.2 Effective Date:

1.3 Substantial Completion Time: [edit] Calendar Days from the Notice to Proceed.

1.4 Final Completion Time: [edit] Calendar Days from the Notice to Proceed.

1.4.1 Phase Completion: [delete entire paragraph if not needed, edit days if needed]

Phase 1 - [edit] Calendar Days from Notice to Proceed
Phase 2 - [edit] Calendar Days from the Notice to Proceed; concurrent with Phase 1.

1.5 Liquidated Damages: [delete rest of this, leaving only paragraph title if no phasing] The Bidder acknowledges that this project consists of phases and bidder agrees that each phase of the project must be substantially completed and accepted by the Owner before a written “Notice to Proceed” is issued for the next phase of the Project. Bidder also agrees to pay, as liquidated damages the amounts specified below for each consecutive calendar day after the expiration of the consecutive calendar days allowed for each phase.

1.5.1 Liquidated Damages, Substantial Completion[, by Phase: delete this and Phases below if not needed]: $[edit] / per calendar day.

Phase 1 - [edit] / per calendar day Work is delayed
Phase 2 - [edit] / per calendar day Work is delayed
(§1.5.2) Liquidated Damages, Remaining Work[, All Phases and Final Completion; delete this sentence if no phasing]: $[edit] / 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:
[edit or get from architect].

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 be substantially complete as specified in §1.3, Substantial Completion Time, of this Agreement.

(b) Contractor shall start this work as directed in the specifications or the Notice to Proceed and all Work shall be complete as specified in §1.4, Final Completion Time, of this Agreement.

(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. In addition to the list of Remaining Work provided by the District or the Architect, all administrative requirements required by the Contract Documents are deemed to be items of Remaining Work if not already complete whether or not they are specifically listed by the District or Architect. The Contractor shall immediately comply with and execute such instructions, and shall comply with all other administrative requirements of the Contract Documents within the Final Contract Time. Upon due notice from the Contractor of completion of the entire project another inspection shall be made that shall constitute the Final Inspection, provided the Remaining Work and administrative requirements have been completed to the satisfaction of the District. If all Work of the Contract Documents 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) Default for failure to Complete Remaining Work. In the event the Final Contract Time expires before the Remaining Work is completed to the satisfaction of the District, the District may provide notice to the Contractor that the Remaining Work shall be completed by Contractor to the satisfaction of the District within ten consecutive calendar days from the date of such notice. The failure of the Contractor to satisfactorily complete the Remaining Work within the ten days shall entitle to District to declare Contractor in default and thereafter terminate the Contract. The ten-day notice provided under this paragraph shall not be construed as adding any time to the Final Contract Time and is a time period solely for the purposes of providing notice.
of default.
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.

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

5. LIQUIDATED DAMAGES

5.1 LIQUIDATED DAMAGES - SUBSTANTIAL COMPLETION

If the Contractor fails to complete this contract and this Work or Phase of Work within the time fixed therefore, allowance being made for contingencies as provided herein, Contractor becomes liable to the Public Agency for all its loss and damage there from; and because, from the nature of the case, it is and will be impracticable and extremely difficult to ascertain and fix the Public Agency’s actual damage from any delay in performance hereof, it is agreed that Contractor will pay as liquidated damages to the Public Agency the reasonable sum specified in Section 1, the result of the parties’ reasonable endeavor to estimate fair average compensation therefore, for each calendar day’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 no 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.

(d) SB 854 DIR REGISTRATION NUMBER
No contractor or subcontractor may be listed on a bid proposal for a public works project
(submitted on or after March 1, 2015) unless registered with the Department of Industrial
Relations pursuant to Labor Code section 1725.5 [with limited exceptions from this requirement
for bid purposes only under Labor Code section 1771.1(a)].
No contractor or subcontractor may be awarded a contract for public work on a public works project (awarded on or after April 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5.

This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

15. **HOURS OF LABOR**

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

16. **APPRENTICES**

Properly indentured apprentices may be employed on this work in accordance with Labor Code Sections 1777.5 and 1777.6, forbidding discrimination.

17. **PREFERENCE FOR MATERIALS**

The Public Agency desires to promote the industries and economy of Contra Costa County, and the Contractor therefore promises to use the products, workers, laborers and mechanics of this County in every case where the price, fitness and quality are at least equal.

18. **ASSIGNMENT**

This agreement binds the heirs, successors, assigns, and representatives of the Contractor; but Contractor cannot assign it in whole or in part, nor any monies due or to become due under it, without the prior written consent of the Public Agency and the Contractor's surety or sureties, unless they have waived notice of assignment.

19. **NO WAIVER BY PUBLIC AGENCY**

Inspection of the work and/or materials, or approval of work and/or materials inspected, or statement by any officer, agent or employee of the Public Agency indicating the work or any part thereof complies with the requirements of this contract, or acceptance of the whole or any part of said work and/or materials, or payments therefore, or any combination of these acts, shall not relieve the Contractor of Contractor's obligation to fulfill this contract as prescribed; nor shall the Public Agency be thereby stopped from bringing any action for damages or enforcement arising from the failure to comply with any of the terms and conditions hereof.

20. **HOLD HARMLESS AND INDEMNITY**

(a) Contractor promises to and shall hold harmless and indemnify from the liabilities as defined in this section.

(b) The indemnities benefited and protected by this promise are the Public Agency and its elective and appointive boards, commissions, officers, agents and employees.

(c) The liabilities protected against are any liability or claim for damage of any kind allegedly suffered, incurred or threatened because of actions defined below, including personal injury, death, property damage, inverse
condemnation, or any combination of these, regardless of whether or not such liability, claim or damage was unforeseeable at any time before the Public Agency approved the improvement plan or accepted the improvements as completed, and including the defense of any suit(s) or action(s) at law or equity concerning these.

(d) The actions causing liability are any act or omission (negligent or non-negligent) in connection with the matters covered by this contract and attributable to the contractor, subcontractor(s), or any officer(s), agent(s), or employee(s) of one or more of them.

(e) Non-conditions: The promise and agreement in this section is not conditioned or dependent on whether or not any Indemnities has prepared, supplied, or approved any plan(s), drawing(s), specifications(s) or special provision(s) in connection with this work, has insurance or other indemnification covering any of these matters, or that the alleged damage resulted partly from any negligent or willful misconduct of any Indemnities.

21. EXCAVATION

Contractor shall comply with the provisions of Labor Code Section 6705, if applicable, by submitting to Public Agency a detailed plan showing the design of shoring, bracing, sloping, or other provisions to be made for worker protection from the hazard of caving ground during trench excavation.

22. GOVERNMENT CODE SECTION 10532

Contractor shall be subject to the examination and audit of the Auditor General for a period of three years after final payment under the contract.

23. WARRANTY

(a) In addition to any other warranties or guaranties in the Contract Documents, the Contractor warrants, except as provided in paragraph (i) of this clause, that work performed under this contract conforms to the contract requirements and is free of any defect in equipment, material, or design furnished, or workmanship performed by the Contractor or any subcontractor or supplier at any tier.

(b) This warranty shall continue for a period of 1 year from the date of final acceptance of the Work or Phase of Work, unless otherwise provided or extended in the Contract Documents. If the District takes possession of any part of the work before final acceptance, this warranty shall continue for a period of 1 year from the date the District takes possession.

(c) The Contractor shall remedy at the Contractor’s expense any failure to conform, or any defect. In addition, the Contractor shall remedy at the Contractor’s expense any damage to District-owned or controlled real or personal property, when that damage is the result of—

1. The Contractor’s failure to conform to contract requirements; or

2. Any defect of equipment, material, workmanship, or design furnished.

(d) The Contractor shall restore any work damaged in fulfilling the terms and conditions of this clause. The Contractor’s warranty with respect to work repaired or replaced will run for 1 year or as otherwise provided or extended from the date of repair or replacement.

(e) The District shall notify the Contractor, in writing, within a reasonable time after the discovery of any failure, defect, or damage.
(f) If the Contractor fails to remedy any failure, defect, or damage within a reasonable time after receipt of notice, the District shall have the right to replace, repair, or otherwise remedy the failure, defect, or damage at the Contractor’s expense.

(g) With respect to all warranties, express or implied, from subcontractors, manufacturers, or suppliers for work performed and materials furnished under this contract, the Contractor shall—

(1) Obtain all warranties that would be given in normal commercial practice;

(2) Require all warranties to be executed, in writing, for the benefit of the District, if directed by the District; and

(3) Enforce all warranties for the benefit of the District, if directed by the District.

(h) In the event the Contractor’s warranty under paragraph (b) of this clause has expired, the District may bring suit at its expense to enforce a subcontractor’s, manufacturer’s, or supplier’s warranty.

(i) Unless a defect is caused by the negligence of the Contractor or subcontractor or supplier at any tier, the Contractor shall not be liable for the repair of any defects of material or design furnished by the District nor for the repair of any damage that results from any defect in District-furnished material or design.

(j) This warranty shall not limit the District’s rights under the Inspection and Acceptance clause of this contract with respect to latent defects, gross mistakes, or fraud.

24. CONSEQUENTIAL DAMAGES

The Contractor and Public Agency waive Claims against each other for consequential damages arising out of or relating to this Contract. This mutual waiver includes:

(a) Damages incurred by the Public Agency for rental expenses, for losses of use, income, profit, financing, business and reputation, and for loss of management or employee productivity or of the services of such persons; and

(b) Damages incurred by the Contractor for principal office expenses including the compensation of personnel stationed there, for losses of financing, business and reputation, and for loss of profit except anticipated profit arising directly from the Work.

This mutual waiver is applicable, without limitation, to all consequential damages due to either party’s termination. Nothing contained in this subparagraph shall be deemed to preclude an award of liquidated direct damages, when applicable, in accordance with the requirements of the Contract Documents.

25. HAZARDOUS MATERIALS

(a) If reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including but not limited to asbestos, lead or polychlorinated biphenyl (PCB), encountered on the site by the Contractor, the Contractor shall, upon recognizing the condition, immediately stop Work in the affected area and report the condition to the Public Agency in writing.

(b) The Public Agency shall obtain the services of a licensed laboratory to verify the presence or absence of the material or substance reported by the Contractor and, in the event such material or substance is found to be present, to verify that it has been rendered harmless. The Public Agency shall furnish in writing to the Contractor the names and qualifications of persons or entities who are to perform tests verifying the
presence or absence of such material or substance or who are to perform the task of removal or safe containment of such material or substance. When the material or substance has been rendered harmless, Work in the affected area shall resume upon written notification from the Public Agency and Contractor. The Contract Time shall be extended appropriately.

26. SAFETY

a. Safety Programs. In addition to and as required by other Sections of the Contract Documents, the Contractor shall be solely responsible for initiating, maintaining and supervising all safety programs required by applicable law, ordinance, regulation or governmental orders in connection with the performance of the Contract, or otherwise required by the type or nature of the Work. The Contractor’s safety program shall include all actions and programs necessary for compliance with California or federally statutorily mandated workplace safety programs, including without limitation, compliance with the California Drug Free Workplace Act of 1990 (California Government Code §§8350 et seq.). Without limiting or relieving the Contractor of its obligations hereunder, the Contractor shall require that its Subcontractors similarly initiate and maintain all appropriate or required safety programs. Prior to commencement of Work, the Contractor shall meet with the campus Buildings and Grounds Manager, Project Manager, and Construction Manager to review Contractor’s safety precautions and implementation of safety programs during the Work.

b. Safety Precautions. In addition to and as required by other Sections of the Contract Documents, the Contractor shall be solely responsible for initiating and maintaining reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury or loss to: (i) employees on the Work and other persons who may be affected thereby; (ii) the Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody or control of the Contractor or the Contractor’s Subcontractors or Sub-subcontractors; and (iii) other property or items at the site of the Work, or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction. The Contractor shall take adequate precautions and measures to protect existing roads, sidewalks, curbs, pavement, utilities, adjoining property and improvements thereon (including without limitation, protection from settlement or loss of lateral support) and to avoid damage thereto. Without adjustment of the Contract Price or the Contract Time, the Contractor shall repair, replace or restore any damage or destruction of the foregoing items as a result of performance or installation of the Work.

c. Safety Signs, Barricades. In addition to and as required by other Sections of the Contract Documents, the Contractor shall erect and maintain, as required by existing conditions and conditions resulting from performance of the Contract, reasonable safeguards for safety and protection of property and persons, including, without limitation, posting danger signs and other warnings against hazards, promulgating safety regulations and notifying Districts and users of adjacent sites and utilities.

d. Safety Notices. In addition to and as required by other Sections of the Contract Documents, the Contractor shall give or post all notices required by applicable law and comply with applicable laws, ordinances, rules, regulations and lawful orders of public authorities bearing on safety of persons or property or their protection from damage, injury or loss.

27. SIGNATURES AND ACKNOWLEDGEMENT

Public Agency, By: [Signature]

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

Contra Costa Community College District
Los Medanos College
LMC – Audio/Visual Systems Upgrade
Contractor, hereby also acknowledging awareness of and compliance with Labor Code S1861 concerning Worker’s Compensation Law.

Contractor:  
By: __________________________ (CORPORATE SEAL)  
(Designate Official Capacity – COMPANY NAME)

________________________________________________________________________
Print NAME and TITLE

________________________________________________________________________
License Number  Federal ID Number

NOTARY PUBLIC

=================================================================================================================================
State of California  )ss.  
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