

PROJECT MANUAL

Issued for Bidding



900 Otay Lakes Road
Chula Vista, CA, 91910

LIGHTING EFFICIENCY T8 and LED REPLACEMENT PROJECT

April 26, 2014 Issued for Bidding
Bid Number 1314-198

Division Section Title

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Procurement and Contracting Requirements Group

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NOT USED

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NOT USED

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NOT USED

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NOT USED

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NOT USED

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NOT USED

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NOT USED

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NOT USED

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DIVISION 33 – UTILITIES

NOT USED

NOTICE TO CONTRACTORS CALLING FOR BIDS

Correction Made: 4/25/14

NOTICE IS HEREBY GIVEN that Southwestern Community College District of San Diego County, California, acting by and through its Governing Board, hereinafter referred to as the "DISTRICT" will receive up to, but no later than 10:00 AM on Tuesday, May 13, 2014, sealed Bids, No. 1314-198, for the award of a contract for the **Southwestern College Lighting Efficiency T8 and LED Replacement Project**. Bids shall be addressed to Priya Jerome, Director of Procurement, Central Services and Risk Management Building 1651, located at 900 Otay Lakes Road, Chula Vista, CA 91910, and shall be opened on the date and at the time listed above.

Bid documents will be available on Monday, April 28, 2014 after 12:00 noon. Contractors interested in obtaining bid documents must contact Professional Reprographics located at 241 w.35th Street, Suite A, National City CA. 91950 or by calling (619) 272-5600. CD's are available for a \$10.00 fee. Documents may also be viewed and/or downloaded at no cost by visiting www.proreproplanroom.com/public Please note that you will need to login under your company's name and password in order to download the plans. If you do not have a company login and/or password, please register with the site first. If you have questions about registering, please contact Angel Leano at (619) 272-5600. Obtaining copies of the bid documents is the responsibility of the bidder and the costs are non-refundable. Bidders are also responsible for checking the website noted above for any addenda which may be posted.

Each bid shall be accompanied by the security referred to in the contract documents, the non-collusion declaration, the list of proposed subcontractors, and all additional documentation required by the Instructions to Bidders.

The successful bidder shall file a payment bond issued by an admitted Surety approved to conduct business in the State of California approved by the District in the form set forth in the contract documents.¹

The District reserves the right to reject any or all bids or to waive any irregularities or informalities in any bids or in the bidding.

The Director of Industrial Relations has determined the general prevailing rate of per diem wages in the locality in which this work is to be performed for each craft or type of worker needed to execute the contract, which will be awarded to the successful bidder, copies of which, are on file and, will be made available to any interested party upon request at Southwestern Community College. It shall be mandatory upon the Contractor to whom the contract is awarded, and upon any subcontractor under him, to pay not less than the said specified rates to all workers employed by them in the execution of the contract.

Minority, women, and disabled veteran contractors are encouraged to submit bids.

¹ A payment bond must be filed for a contract involving expenditures in excess of \$25,000 (Civil Code section 3247(a)) and may be required for contracts involving smaller expenditures at the option of the District.

This contract is subject to a labor compliance program, as described in subdivision (b) of section 1771.5 of the Labor Code.

Each bidder shall be a licensed contractor pursuant to the California Business and Professions Code Section 7028.15 and Public Contract Code Section 3300, and shall be licensed in the following classification as required by the scope of work required in the above called out bid packages: **A, B, or C10**, Any bidder not licensed at the time of the bid opening will be rejected as non-responsive.

Contractors shall have been in business under the same name and California contractor's license for a minimum of three (3) continuous years prior to bid opening.

A **MANDATORY** bidder's conference will be held at Southwestern College, All interested bidders are required to meet at on **Friday, May 2, 2014 at 10:00 AM** in front of Building 1651 for the purpose of acquainting all prospective bidders with the bid documents and the work site.

Please email any questions to John R. Brown; jbrown@swccd.edu Contractors shall reference Bid No. 1314-198 in the email subject line. The final day for questions shall be **Monday, May 5, 2014, no later than 3:00 PM.**

No bidder may withdraw their bid for a period of ninety (90) days after the date set for the opening of bids.

Dated this: April 24, 2014

Secretary to the Governing Board
Melinda Nish, Ed. D.
Southwestern Community College District
of San Diego County, California

**DOCUMENT 003000
BID FORM**

BID No.1314-198

Lighting Efficiency Project _____

Company Name _____

TO: Southwestern Community College District, acting by and through its Governing Board, herein called the "District":

- 1.01 Pursuant to and in compliance with your Notice Calling for Bidders and the other documents relating thereto, the undersigned bidder, having thoroughly examined and familiarized themselves with the terms of the Contract, the local conditions affecting the performance of the Contract and the cost of the work at the place where the work is to be done, and with the schedules of installation and specifications and other Contract Documents, hereby proposes and agrees to perform, within the time stipulated, the Contract, including all of its component parts, and everything required to be performed, including its acceptance by the District and to provide and furnish any and all of the labor, materials (other than those explicitly to be furnished by District as stated in the documents), tools, expendable equipment, and all utility and transportation services necessary to perform the Contract and complete in a workmanlike manner all of the work required in connection with the Project described below:

Receipt and acceptance of the following addenda is hereby acknowledged:

No. _____, Dated _____

No. _____, Dated _____

No. _____, Dated _____

No. _____, Dated _____

Southwestern College Lighting Efficiency T8 and LED Replacement Project

Unit Price Items (See 1.02 below)

Description	Qty.	Unit Price	Extension
A. National City HEC – T8 Bulb Replacement	1800	\$	\$
B. Chula Vista Campus LED Fixtures	1204	\$	\$
C. BASE BID WITHOUT ALLOWANCE (A + B)			\$
D. ALLOWANCE – 8% OF BASE BID ABOVE (C x 8%)			\$
E. TOTAL BASE BID WITH ALLOWANCE (C + D)			\$

(sum in words) _____

Dollars

Said sum includes all applicable taxes and costs and the 8% allowance noted below.

ALLOWANCE:

Bidder acknowledges that an allowance amount of **8% of the bid price has been included in the Total Bid** for the project. This allowance is to address potential changes within the scope of work due to unforeseen conditions and District requested changes. Therefore, the undersigned also declares that the allowance will be used at the District's discretion, for these items, at no additional cost to the District. In the event that the allowance is not used or a portion is not used, the remaining allowance monies will be credited back to the District.

DOCUMENT 003000
BID FORM

BID No.1314-198

- 1.02 Unit prices for a single item of work are to include all costs associated with the item, including, but not limited to; labor, sundries, equipment, overhead and profit. Multiply the quantity for the line item by the unit price and enter the total in the "Extension" column. Bid unit prices will be used to pay on the actual quantity of items installed, up to 125% of the bid quantity, per the requirements of the 2012 Edition of the Standard Specifications for Public Works Construction (SSPWC - "Greenbook"), Section 3.

Name of Bidder _____ Title _____

Signature of Bidder _____
(Authorized Signature)

Address _____ City _____ Zip _____

Telephone () _____

Signed this _____ day of _____ 2014

END OF DOCUMENT

**DOCUMENT 004100
BID BOND**

(To be executed by Bidder and submitted with bid)

KNOW ALL MEN BY THESE PRESENTS: THAT we,

_____, as Principal and
_____, as Surety, are held

and firmly bound unto the School District, hereinafter called the District, in the penal sum of
PERCENT (_____%) OF THE TOTAL AMOUNT OF THE BID of the Principal
submitted to the said District for the work described below:

Southwestern College Lighting Efficiency T8 and LED Replacement Project,

for the payment of which sum in lawful money of the United States, 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 whereas the Principal has submitted
the accompanying bid dated_____, 20___ for _____

NOW, THEREFORE, if the Principal shall not withdraw said bid within the period specified
therein after the opening of the same, or, if no period be specified, within sixty (60) days after
said opening; and, if the Principal be awarded the contract, and shall within the period specified
therefore, or, if no period be specified, within three (3) days after the prescribed forms are
presented to him for signature, enter into a written contract with the District, in accordance with
the bid as accepted and give bond with good and sufficient surety or sureties, as may be
required, for the faithful performance and proper fulfillment of such contract and for the
payment for labor and materials used for the performance of the contract, or in the event of the
withdrawal of said bid within the period specified or the failure to enter into such contract and
give such bonds within the time specified, if the Principal shall pay the District the difference
between the amount specified in said bid and the amount for which the District may procure the
required work and/or supplies, if the latter amount be in excess of the former, together with all
costs incurred by the District in again calling for bids, then the above obligation shall be void and
of no effect, otherwise to remain in full force and virtue.

Surety, for value received, hereby stipulates and agrees that no change, extension of time,
alteration or addition to the terms of the contract on the call for bids, or to the work to be
performed thereunder, or the specifications accompanying the same, shall in anywise 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 to the work, or to
the specifications.

In the event suit is brought upon this bond by the District and judgment is recovered, the Surety shall pay all litigation expenses incurred by the District in such suit, including reasonable attorneys' fees, court costs, expert witness fees and investigation expenses.

IN WITNESS WHEREOF, the above-bound parties have executed this instrument under their several seals this _____ day of _____, 20 _____, the name and corporate seal of each corporate party being hereto affixed and these presents duly assigned by its undersigned representative, pursuant to authority of its governing body.

(Corporate Seal)

PRINCIPAL_____

By:_____

Title:_____

SURETY:_____

By:_____

Attorney-in Fact

(Attach Attorney-in-Fact Certificate)

END OF DOCUMENT

**DOCUMENT 004300
DESIGNATION OF SUBCONTRACTORS**

(To be executed by Bidder and submitted with bid)

In compliance with the Subletting and Subcontracting Fair Practices Act (chapter 4 (commencing at section 4100), part 1, division 2 of the Public Contract Code of the State of California) and any amendments thereof, each bidder shall set forth below: (a) the name and the location of the place of business of each subcontractor who will perform work or labor or render service to the prime contractor in or about the construction of the work or improvement to be performed under this contract or a subcontractor licensed by the State of California who, under subcontract to the prime contractor, specially fabricates and installs a portion of the work or improvement according to detailed drawings contained in the plans and specifications in an amount in excess of one-half of one percent of the prime contractor's total bid and (b) the portion of the work which will be done by each subcontractor under this contract. The prime contractor shall list only one subcontractor for each such portion as is defined by the prime contractor in this bid 1314-198 **Southwestern College Lighting Efficiency T8 and LED Replacement Project**.

If a prime contractor fails to specify a subcontractor or if a prime contractor specifies more than one subcontractor for the same portion of work to be performed under the contract in excess of one-half of one percent of the prime contractor's total bid, he shall be deemed to have agreed that he is fully qualified to perform that portion himself, and that he shall perform that portion himself.

No prime contractor whose bid is accepted shall (a) substitute any subcontractor, (b) permit any subcontract to be voluntarily assigned or transferred or allow it to be performed by anyone other than the original subcontractor listed in the original bid, or (c) sublet or subcontract any portion of the work in excess of one-half of one percent of the prime contractor's total bid as to which his original bid did not designate a subcontractor, except as authorized in the Subletting and Subcontracting Fair Practices Act. Subletting or subcontracting of any portion of the work in excess of one-half of one percent of the prime contractor's total bid as to which no subcontractor was designated in the original bid shall only be permitted in cases of public emergency or necessity, and then only after a finding reduced to writing as a public record of the authority awarding this contract setting forth the facts constituting the emergency or necessity.

In addition to providing the information required by this form prior to the bid opening, bidder shall be required to submit the addresses, telephone numbers, and license numbers of all listed subcontractors within one business day of the bid opening. Failure to provide the foregoing information within the time limit specified may result in the rejection of the bid as nonresponsive.

PROPOSITION 39 JOB CREATION TRACKING REPORT

Contract Completion Report

(To be completed by Contractor after completion of work to receive final payment)

Instructions: California Community College Districts are required to report, at the completion of each project utilizing Proposition 39 funds, the Full Time Equivalent (FTE) Direct Jobs that have been created in performing the work. The contractor is required to complete this Job Creation Tracking Report as a condition of the contract with the District and submit it to the District as a part of the closeout documents and as a condition for receiving final payment.

Please fill in blue shaded areas below with the required information.

District Name:		Contract:	
Campus Name:		Contract Duration:	
Project Name:			
Company Name:			
Under Contract With:			

TRAINEES AND APPRENTICES		
Description	On-Site Hours	Full Time Equivalent (FTE)
TOTAL		

FULL-TIME EQUIVALENT EMPLOYEES		
Description	On-Site Hours	Full Time Equivalent (FTE)
TOTAL		

I CERTIFY THAT THE INFORMATION REPORTED ABOVE IS TRUE AND ACCURATE.

Signature:		Title:	
Print Name:		Date:	

**DOCUMENT 004500
SITE-VISIT CERTIFICATION**

(To be executed by Bidder and submitted with bid)

Check whichever option applies:

_____ I certify that I visited the Site of the proposed Work and became fully acquainted with the conditions relating to construction and labor. I fully understand the facilities, difficulties, and restrictions attending the execution of the Work under contract.

_____ I certify that _____ (Bidder's representative) visited the Site of the proposed Work and became fully acquainted with the conditions relating to construction and labor. The Bidder's representative fully understood the facilities, difficulties, and restrictions attending the execution of the Work under contract.

If Bidder is awarded the Contract, Bidder agrees to fully indemnify the Southwestern Community College District, its Architect, its Engineer, its Program Manager, and all of their respective officers, agents, employees, and consultants from any damage, or omissions, related to conditions that could have been identified during the visit to the Site referenced above in accordance with the indemnification provisions contained in the Contract.

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

Date: _____

Proper Name of Bidder: _____

Signature: _____

Print Name: _____

Title: _____

END OF DOCUMENT

**DOCUMENT 004600
IRAN CONTRACTING ACT CERTIFICATION**

(Public Contract Code Section 2200 *et seq.*)

As required by California Public Contract Code Section 2204, the Contractor certifies subject to penalty for perjury that the option checked below relating to the Contractor's status in regard to the Iran Contracting Act of 2010 (Public Contract Code Section 2200 *et seq.*) is true and correct:

- ☐ The Contractor is not:
 - (i) identified on the current list of persons and entities engaging in investment activities in Iran prepared by the California Department of General Services in accordance with subdivision (b) of Public Contract Code Section 2203; or
 - (ii) a financial institution that extends, for 45 days or more, credit in the amount of \$20,000,000 or more to any other person or entity identified on the current list of persons and entities engaging in investment activities in Iran prepared by the California Department of General Services in accordance with subdivision (b) of Public Contract Code Section 2203, if that person or entity uses or will use the credit to provide goods or services in the energy sector in Iran.
- ☐ The District has exempted the Contractor from the requirements of the Iran Contracting Act of 2010 after making a public finding that, absent the exemption, the District will be unable to obtain the goods and/or services to be provided pursuant to the Contract.
- ☐ The amount of the Contract payable to the Contractor for the Project does not exceed \$1,000,000.

Signed: _____

Titled: _____

Firm: _____

Date: _____

Note: In accordance with Public Contract Code Section section 2205, false certification of this form shall be reported to the California Attorney General and may result in civil penalties equal to the greater of \$250,000 or twice the Contract amount, termination of the Contract and/or ineligibility to bid on contracts for three years

END OF DOCUMENT

**DOCUMENT 004800
NONCOLLUSION DECLARATION**

(To be executed by Bidder and submitted with bid)

The undersigned declares:

I am the _____ of _____, the party making the foregoing bid.

The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or to refrain from bidding. 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 bid or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder. All statements contained in the bid are true. 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, to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on _____[date], at _____[city], _____[state].

Signed_____

Title_____

Firm_____

Date_____

Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.

END OF DOCUMENT

**DOCUMENT 004900
CONTRACTOR'S CERTIFICATE REGARDING
WORKERS' COMPENSATION**

Labor Code section 3700 in relevant part provides:

Every employer except the State shall secure the payment of compensation in one or more of the following ways:

- (a) By being insured against liability to pay compensation in one or more insurers duly authorized to write compensation insurance in this State.
- (b) By securing from the Director of Industrial Relations a certificate of consent to self-insure, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his employees.

I am aware of the provisions of section 3700 of the Labor Code, which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.

Name

Title

Company

END OF DOCUMENT

**DOCUMENT 005000
AGREEMENT**

THIS AGREEMENT, made this ____ day of _____, 2014 in the County of San Diego State of California, by and between the Southwestern Community College District, hereinafter called the District, and _____, hereinafter called the Contractor,

WITNESSETH that the District and the Contractor for the considerations stated herein agree as follows:

ARTICLE 1 - SCOPE OF WORK. The Contractor shall perform within the time stipulated the contract as herein defined, and shall provide all labor, materials, tools, utility services, and transportation to complete in a workmanlike manner all of the work required in connection with the following titled project: Bid 1314-198 **Southwestern College Lighting Efficiency T8 and LED Replacement Project** in strict compliance with the contract documents as specified in Article 4 below.

ARTICLE 2 - TIME FOR COMPLETION. The work shall be commenced on the date stated in the District's notice to proceed, as provided in Section A of the Special Conditions. As specified in District's notice to proceed, the work shall be completed within seventy-three (73) calendar days from and after the date stated in such notice, which shall include zero (0) working days for normal bad weather, taking into consideration the seasonal weather for the time when construction will be undertaken. Further timelines and milestones are identified in Document 008100 – Supplemental General Conditions.

In entering into this Agreement, Contractor acknowledges and agrees that the construction duration stipulated herein is adequate and reasonable for the size and scope of the project.

Agreement shall commence May 19, 2014 and shall terminate July 30, 2014.

ARTICLE 3 - CONTRACT PRICE. The District shall pay to the Contractor as full consideration for the faithful performance of the contract, subject to any additions or deductions as provided in the contract documents, and including any applicable sales, use or other taxes or costs, the sum of _____ Dollars (\$_____), said sum being the total amount of the following amounts stipulated in the bid:

ARTICLE 4 - COMPONENT PARTS OF THE CONTRACT. The contract entered into by this Agreement consists of the following contract documents (referred to herein as the contract or contract documents), all of which are component parts of the contract as if herein set out in full or attached hereto:

- Notice to Contractors Calling for Bids
- Information for Bidders
- Bid, as accepted
- Bid Bond
- Designation of Subcontractors
- Site Visit Certification
- Non-collusion Affidavit
- Contractor's Certificate Regarding Workers' Compensation Agreement

Notice of Intent to Award
Notice to Proceed
Performance Bond
Payment Bond for Public Works
General Conditions
Special Conditions
Supplemental General Conditions
Hazardous Materials Procedures and Requirements
Specification Addenda Nos. _____, _____, _____, as issued
Specifications
Drawings
Technical Hazardous Material Abatement Specifications
Labor Compliance Program

All of the above-named contract documents are intended to be complementary. Work required by one of the above-named contract documents and not by others shall be done as if required by all. This agreement shall supersede any prior agreement of the parties.

IN WITNESS WHEREOF, this Agreement has been duly executed by the above-named parties, on the day and year first above written.

CONTRACTOR:

DISTRICT:

Southwestern Community College District

License No. _____

By _____

By _____
Melinda A. Nish, Ed.D.

Its _____

Its Superintendent/President

END OF DOCUMENT

**DOCUMENT 005100
NOTICE OF INTENT TO AWARD**

Date: _____

To: _____
(Contractor)

(Address)

From: Southwestern Community College District ("District")

Based upon the review of bid results for the Southwestern College Lighting Efficiency T8 and LED Replacement Project, the District intends to award a Contract to your firm for the scope of work listed in the bid documents.

You must comply with the following conditions precedent within TWO (2) calendar days of the date of this Notice of Intent to Award.

The Bidder to whom the Contract is awarded shall execute and submit the following documents by 4:00 p.m. of the SECOND (2nd) calendar day following the date of the Notice of Intent to Award, or if the 2nd day shall fall on a non-business day, then on the next business day thereafter. Failure to properly and timely submit these documents entitles District to reject the bid as non-responsive.

1. Document 005000 Agreement: To be executed by successful Bidder. Submit four (4) copies, each bearing an original signature
2. Document 006000 Performance Bond (100%): On the form provided in the Contract Documents and fully executed as indicated on the form. Submit one (1) copy.
3. Document 006100 Payment Bond (100%) (Contractor's Labor and Material Bond): On the form provided in the Contract Documents and fully executed as indicated on the form. Submit one (1) copy.
4. Insurance Certificates and Endorsements, indicating the amounts and expiration dates for each type of insurance required by contract in Document 007000 General Conditions, naming the District as certificate holder.

Failure to comply with these conditions within the time specified will entitle the District to consider your bid abandoned, to annul this Notice of Intent to Award, and to declare your Bid Security forfeited, as well as any other rights the District may have against the Contractor.

After you comply with these conditions, District will return to you one fully signed counterpart of the Agreement.

Southwestern Community College District

By: _____
(Signature)

Name: Melinda A. Nish, Ed.D.

Title: Superintendent/President

END OF DOCUMENT

**DOCUMENT 005200
NOTICE TO PROCEED**

Date: _____

To: _____
(Contractor)

(Address)

From: Governing Board ("Board") of Southwestern Community College District ("District" or "Owner")

PROJECT/CONTRACT NO.: _____ between the Southwestern Community College District and Contractor ("Contract").

You are notified that the Contract Time under the above Contract will commence to run on May 19, 2014. By that date, you are to start performing your obligations under the Contract Documents. In accordance with the Agreement executed by Contractor, substantial completion of work is June 30, 2014 and the Contract will terminate on July 30, 2014.

You must submit the following documents by 4:00 p.m. of the **10th** calendar day following the date of this Notice to Proceed, or if the second day falls on a non-business day, then on the next business day thereafter:

1. Contractor's preliminary schedule of construction.
2. Contractor's preliminary schedule of values for all of the Work.
3. Contractor's Safety Plan specifically adapted for the Project.
4. A complete subcontractors list, including the name, address, telephone number, facsimile number, California State Contractors License number, classification, and monetary value of all Subcontracts.

Southwestern Community College District

By: _____
Melinda A. Nish, Ed.D.
Superintendent/President

END OF DOCUMENT

**DOCUMENT 006000
PERFORMANCE BOND**

KNOW ALL MEN BY THESE PRESENTS:

THAT WHEREAS, the **Southwestern Community College District** (hereinafter designated as "District"), has awarded to _____ (hereinafter designated as the "Contractor" or "Principal") a contract for the work described as follows (hereinafter referred to as the "Work"):

**SOUTHWESTERN COLLEGE
SOUTHWESTERN COLLEGE LIGHTING EFFICIENCY T8 AND LED REPLACEMENT
PROJECT – BID NO. 1314-198**

WHEREAS, the work to be performed by the Contractor is more particularly set forth in the Contract Documents for the Work dated _____, (hereinafter referred to as "Contract Documents"), the terms and conditions of which are expressly incorporated herein by reference; and

WHEREAS, the Contractor is required by said Contract Documents to perform the terms thereof and to furnish a bond for the faithful performance of said Contract Documents.

NOW, THEREFORE, we, _____, the undersigned Contractor and _____, as Surety, a corporation organized and duly authorized to transact business under the laws of the State of California, are held and firmly bound unto the District in the sum of _____ DOLLARS, (\$_____), said sum being not less than one hundred percent (100%) of the total amount of the Contract, for which amount well 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 the Contractor, his or its 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 the Contract Documents and any alteration thereof made as therein provided, on its 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 all obligations including the one-year guarantee of all materials and workmanship; and shall indemnify and save harmless the District, its officers and agents, as stipulated in said Contract Documents, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect.

As a condition precedent to the satisfactory completion of the Contract Documents, unless otherwise provided for in the Contract Documents, the guarantee obligation shall hold good for a period of one (1) year after the acceptance of the work by District, during which time if Contractor shall fail to make full, complete, and satisfactory repair and replacements and totally protect the District from loss or damage resulting from or caused by defective materials or faulty workmanship. The obligations of Surety hereunder shall continue so long as any obligation of Contractor remains. Nothing herein shall limit the District's rights or the Contractor or Surety's obligations under the Contract, law or equity, including, but not limited to, California Code of Civil Procedure section 337.15.

As a part of the obligation secured hereby and in addition to the face amount specified therefor, there shall be included costs and reasonable expenses and fees including reasonable attorney's fees, incurred by District in enforcing such obligation.

Whenever Contractor shall be, and is declared by the District to be, in default under the Contract Documents, the Surety shall remedy the default pursuant to the Contract Documents, or shall promptly, at the District's option:

- (1) Take over and complete the Work in accordance with all terms and conditions in the Contract Documents; or
- (2) Obtain a bid or bids for completing the Work in accordance with all terms and conditions in the Contract Documents and upon determination by Surety of the lowest responsive and responsible bidder, arrange for a Contract between such bidder, the Surety and the District, and make available as work progresses sufficient funds to pay the cost of completion of the Work, less the balance of the contract price, including other costs and damages for which Surety may be liable. The term "balance of the contract price" as used in this paragraph shall mean the total amount payable to Contractor by the District under the Contract and any modification thereto, less any amount previously paid by the District to the Contractor and any other set offs pursuant to the Contract Documents.
- (3) Permit the District to complete the Work in any manner consistent with California law and make available as work progresses sufficient funds to pay the cost of completion of the Work, less the balance of the contract price, including other costs and damages for which Surety may be liable. The term "balance of the contract price" as used in this paragraph shall mean the total amount payable to Contractor by the District under the Contract and any modification thereto, less any amount previously paid by the District to the Contractor and any other set offs pursuant to the Contract Documents.

Surety expressly agrees that the District may reject any contractor or subcontractor which may be proposed by Surety in fulfillment of its obligations in the event of default by the Contractor.

Surety shall not utilize Contractor in completing the Work nor shall Surety accept a bid from Contractor for completion of the Work if the District, when declaring the Contractor in default, notifies Surety of the District's objection to Contractor's further participation in the completion of the Work.

The Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract Documents or to the Work to be performed thereunder 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 Documents or to the Work and the provisions of Section 2819 and 2845 of the California Civil Code.

[Remainder of Page Left Intentionally Blank.]

IN WITNESS WHEREOF, this instrument has been duly executed by the Contractor and Surety above named, on the ____ day of _____, 20 ____.

CONTRACTOR/PRINCIPAL

Name

By _____

SURETY:

By: _____
Attorney-In-Fact

The rate of premium on this bond is _____ per thousand. The total amount of premium charges, \$_____.
(The above must be filled in by corporate attorney.)

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) _____

NOTE: A copy of the Power-of-Authority to local representatives of the bonding company must

ACKNOWLEDGMENT

State of California

County of _____)

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

personally appeared _____,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
subscribed to the within instrument 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
paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ (Seal)

be attached hereto.

END OF DOCUMENT

**DOCUMENT 006100
PAYMENT BOND**

KNOW ALL MEN BY THESE PRESENTS: That

WHEREAS, the Southwestern Community College District (hereinafter designated as "District"), by action taken or a resolution passed _____, 20____, has awarded to _____ (hereinafter designated as the "Contractor" or "Principal"), a contract for the work described as follows (the "Work"):

**SOUTHWESTERN COLLEGE
SOUTHWESTERN COLLEGE LIGHT EFFICIENCY LED REPLACEMENT PROJECT – BID
NO. 1314-198**

WHEREAS, said Principal is required to furnish a bond in connection with said contract; providing that if said Principal or any of its Subcontractors shall fail to pay for any materials, provisions, provender, equipment, or other supplies used in, upon, for or about the performance of the work contracted to be done, or for any work or labor done thereon of any kind, or for amounts due under the Unemployment Insurance Code or for any amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of said Principal and its Subcontractors with respect to such work or labor the Surety on this bond will pay for the same to the extent hereinafter set forth.

NOW THEREFORE, we, the Principal and _____ as Surety, are held and firmly bound unto the District in the penal sum of _____ Dollars (\$_____) lawful money of the United States of America, for the payment of which sum 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 said Principal, his or its subcontractors, heirs, executors, administrators, successors or assigns, shall fail to pay any of the persons named in Section 9100 of the Civil Code, 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 amounts due under the Unemployment Insurance Code with respect to work or labor performed under the contract, or for any amounts required to be deducted, withheld, and paid over to the Employment Development Department or Franchise Tax Board from the wages of employees of the contractor and his subcontractors pursuant to Section 18663 of the Revenue and Taxation Code, with respect to such work and labor the Surety or Sureties will pay for the same, in an amount not exceeding the sum herein above specified, and also, in case suit is brought upon this bond, all litigation expenses incurred by the District in such suit, including reasonable attorneys' fees, court costs, expert witness fees and investigation expenses.

This bond shall inure to the benefit of any of the persons named in Section 9100 of the Civil Code so as to give a right of action to such persons or their assigns in any suit brought upon this bond.

It is further stipulated and agreed that the Surety on this bond shall not be exonerated or released from the obligation of this bond by any change, extension of time for performance, addition, alteration or modification in, to, or of any contract, plans, 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 therefore, nor by any change or modification of any terms of payment or extension of the time for any payment pertaining or relating to any scheme or work of improvement herein above described, nor by any rescission or attempted 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 Surety be released from liability to those for whose benefit such bond has been given, by reason of any breach of contract between the owner or District and original contractor or on the part of any obligee named in such bond, but the sole conditions of recovery shall be that claimant is a person described in Section 9100 of the Civil Code, and has not been paid the full amount of his claim and that Surety does hereby waive notice of any such change, extension of time, addition, alteration or modification herein mentioned and the provisions of Section 2819 and 2845 of the California Civil Code.

IN WITNESS WHEREOF, two (2) identical counterparts of this instrument, each of which shall for all purposes be deemed unoriginal thereof, have been duly executed by the Principal and Surety above named, on the ____ day of _____ 20____ the name and corporate seal of each corporate party being hereto affixed and these presents duly signed b its undersigned representative pursuant to authority of its governing body.

(Corporate Seal of Principal,
if corporation)

Principal (Property Name of Contractor)

By _____
(Signature of Contractor)

(Seal of Surety)

Surety

By _____
Attorney in Fact

ACKNOWLEDGMENT

State of California

County of _____)

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

personally appeared _____ ,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
subscribed to the within instrument 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
paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ (Seal)

NOTE: A copy of the Power-of-Attorney to local representatives of the bonding company must
be attached hereto

END OF DOCUMENT

**DOCUMENT 007000
GENERAL CONDITIONS**

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DOCUMENT 007000
GENERAL CONDITIONS

Article 1. DEFINITIONS

- A. The "District" and "Contractor" are those mentioned as such in the agreement. For convenience and brevity, these terms, as well as terms identifying other persons involved in the contract are treated throughout the contract documents as if they are of singular number and masculine gender.
- B. "Subcontractor," as used herein, includes those having a direct contract with Contractor and one who furnishes material worked to a special design according to plans and specifications of this work, but does not include one who merely furnishes material not so worked.
- C. "Surety" is the person, firm, or corporation, admitted as a California admitted surety, that executes as surety the Contractor's Performance Bond and Payment Bond for Public Works.
- D. "Provide" shall include "provide complete in place," that is, "furnish and install."
- E. Words such as "indicated," "shown," "detailed," "noted," "scheduled," or words of similar meaning shall mean that reference is made to the drawings, unless otherwise noted. It shall be understood that the direction, designation, selection, or similar import of the Architect is intended, unless stated otherwise.
- F. "Work" of the Contractor or subcontractor includes labor or materials or both.
- G. The term "day" as used herein shall mean calendar day unless otherwise specifically designated.
- H. Where the words "equal," "equivalent," "satisfactory," "directed," "designated," "selected," "as required," and words of similar meaning are used, the written approval, selection, satisfaction, direction, or similar action of the Architect is required.
- I. Where the word "required" and words of similar meaning are used, it shall mean, "As required to properly complete the work as required by the Architect," unless stated otherwise.
- J. The word "perform" shall be understood to mean that the Contractor, at Contractor's expense, shall perform all operations necessary to complete the work, including furnishing of necessary labor, tools, and equipment, and further including the furnishing and installing of materials that are indicated, specified, or required to complete such performance.
- K. Where the words "acceptable," "acceptance," or words of similar import are used, it shall be understood that the acceptance of the Architect and District is intended.
- L. Where shown, the words "includes," and "including," do not limit the work to the items following those words.

Article 2. DRAWINGS AND SPECIFICATIONS

- A. Contract Documents. Contract Documents are complementary, and what is called for by one shall be as binding as if called for by all. The intention of documents is to include all labor and materials, equipment, and transportation necessary for the proper execution of the work. Materials or work described in words which as applied have a well-known technical or trade meaning shall be deemed to refer to such recognized standards.
- B. Interpretations. Drawings and specifications are intended to be fully cooperative and to agree. However, if Contractor observes that drawings and specifications are in conflict, he shall promptly notify the architect in writing and any necessary changes shall be adjusted as provided in contract for changes in work. If such conflict arises, the following order of precedence shall generally apply, provided, however, that the order of precedence shall not be so rigidly interpreted as to affect an absurd or costly result:
- (1) Special Conditions shall take precedence over General Conditions.
 - (2) Technical Specifications implement, in additional detail, the requirements of the General Conditions. In the event of conflict between the Technical Specifications and the General Conditions, the General Conditions shall take precedence.
 - (3) In the event of a conflict between the Technical Specifications and the drawings, the higher quality, higher quantity and most stringent requirements shall be deemed to apply and shall govern as to materials, workmanship, and installation procedures.
 - (4) With regard to drawings:
 - (a) Figures govern over scaled dimensions;
 - (b) Larger details govern over general drawings;
 - (c) Addenda/change order drawings govern over contract drawings;
 - (d) Contract drawings govern over standard drawings.
 - (5) Work not particularly shown or specified shall be the same as similar parts that are shown or specified.
- C. Misunderstanding of drawings and specifications shall be clarified by the architect, whose decisions shall be final.
- D. Standards, Rules, and Regulations referred to are recognized printed standards and shall be considered as one and a part of these specifications within limits specified.
- E. The Contractor has submitted a signed site visit certification document. By doing so the Contractor certifies that they have visited the Site of the proposed Work and became fully acquainted with the conditions relating to construction and labor. The Contractor fully understands the facilities, difficulties, and restrictions attending the execution of the

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Work under contract. The Contractor agrees to fully indemnify the Southwestern Community College District, its Architect, its Engineer, its Program Manager, and all of their respective officers, agents, employees, and consultants from any damage, or omissions, related to conditions that could have been identified during the visit to the Site.

The Contractor acknowledges that any conditions relating to construction and labor that could have been identified during the bidding period that may a time and cost impact to the Project shall be no additional cost to the District.

Article 3. COPIES FURNISHED

Contractor will be furnished, free of charge, copies of drawings and specifications as set forth in Special Conditions. Additional copies may be obtained at cost of reproduction.

Article 4. OWNERSHIP OF DRAWINGS

All drawings, specifications, and copies thereof furnished by District are its property. They are not to be used on other work and with exception of signed contract sets, are to be returned to District on request at completion of work.

Article 5. DETAIL DRAWINGS AND INSTRUCTIONS

- A. In case of ambiguity, conflict, or lack of information, architect shall furnish with reasonable promptness additional instructions, by means of drawings or otherwise, necessary for proper execution of work. For purposes of this section "reasonable promptness" shall mean as soon as possible in order for Contractor to execute the work. If the item is identified by the Contractor as a critical path item, "reasonable promptness" shall mean no more than five (5) business days, and no more than ten business days, if it involves consultants' input. All such drawings and instructions shall be consistent with contract documents, true developments thereof, and reasonably inferable therefrom.
- B. Work shall be executed in conformity therewith and Contractor shall do no work without proper drawings and instructions.

Article 6. TIME FOR COMPLETION AND LIQUIDATED DAMAGES

- A. Project shall be commenced on or before the date stated in District's notice to the contractor to proceed and shall be completed by Contractor in the time specified in the Special Conditions. The District is under no obligation to consider early completion of the project and the contract completion date shall not be amended by the District's acceptance of the Contractor's proposed earlier completion date. Furthermore, Contractor shall not, under any circumstances receive additional compensation from the District for indirect, general, administrative or other forms of overhead costs for the period between the time of earlier completion proposed by the Contractor and the official contract completion date. If the work is not completed in accordance with the foregoing, it is understood that the District will suffer damage. It being impractical and infeasible to determine the amount of actual damage, it is agreed that Contractor shall pay to District as fixed and liquidated damages, and not as a penalty, the sum stipulated in the Special Conditions for each calendar day of delay until work is completed and accepted.

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Contractor and his surety shall be liable for the amount thereof. Any money due or to become due the Contractor may be retained to cover said liquidated damages. Should such money not be sufficient to cover said liquidated damages, District shall have the right to recover the balance from the Contractor or his sureties, who will pay said balance forthwith. Regardless of the time lines in the schedule submitted by Contractor, no delay claims shall be accepted by District unless the event or occurrence delays the completion of the Project beyond the contractual completion date.

- B. Contractor shall abide by District's determination of what constitutes inclement weather based upon the inspector or geotechnical engineer's recommendation. A bad weather day is a day when the weather causes unsafe work conditions or is unsuitable for work that should not be performed during inclement weather (i.e., exterior finishes). Time extensions shall only be granted when the work that is stopped during inclement weather is on the critical path of the Project schedule. The District's consideration of time extension requests will take into account situations when rain days exceed the normal frequency and amount based on the closest weather station data averaged over the past three years, for the period of this contract and when Contractor can show such rain days impact the critical path. Contractor shall be expected to perform all work he can possibly complete during inclement weather (i.e., interior work).
- C. **Extension of Time.** Contractor shall not be charged liquidated damages because of any delays in completion of work due to unforeseeable causes beyond the control and without the fault or negligence of Contractor including, but not restricted to: acts of God, or of public enemy, acts of Government, acts of District or anyone employed by it or acts of another Contractor in performance of a contract with District, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather or delays of subcontractors due to such causes. Contractor shall, within five (5) days, or such other time as mutually agreed by the parties, of beginning of any such delay (unless District grants a further period of time prior to date of final settlement of the contract), notify District in writing of causes of delay; thereupon District shall ascertain the facts and extent of delay and grant extension of time for completing work when, in its judgment, the findings of fact justify such an extension. The District's findings of fact thereon shall be final and conclusive on all parties. In case of a continuing cause of delay, only one claim is necessary. Time extensions to the project should be requested by the Contractor as they occur and without delay. Regardless of the time lines in the schedule submitted by Contractor, no delay claims shall be accepted by District unless the event or occurrence delays the completion of the project beyond the contractual completion date.
- D. **Determining Damages for Delay.** District's liability to Contractor for delays for which District is responsible shall be limited to an extension of time for delays unless such delays were unreasonable under the circumstances involved and were not within the contemplation of the parties when the contract was awarded. Contractor agrees that the District's representative shall determine the actual costs to Contractor of any delay for which Contractor may claim damages from District. Such costs, if any, shall be directly related to the project, and shall not include costs that would be borne by the Contractor in the regular course of business, including, but not limited to, office overhead and ongoing insurance costs. The District shall not be liable for any damages which the Contractor could have avoided by any reasonable means including, but not limited to, the judicious handling of forces, equipment, or plant.

- E. **Removal or Relocation of Main or Trunk line Utility Facilities.** The Contractor shall not be assessed for liquidated damages for delay in completion of the project, when such delay was caused by the failure of the awarding authority of this contract or the owner of the utility to provide for removal or relocation of the existing main or trunk line utility facilities; however, when the Contractor is aware that removal or relocation of an existing utility has not been provided for, Contractor shall promptly notify the awarding authority and the utility in writing, so that provision for such removal or relocation may be made to avoid and minimize any delay which might be caused by the failure to remove or relocate the main or trunk line utility facilities, or to provide for its removal or relocation. In accordance with section 4215 of the Government Code, if the Contractor while performing the contract discovers any existing main or trunk line utility facilities not identified by the public agency in the contract plans or specifications, he shall immediately notify the public agency and utility in writing. The public utility, where they are the owner, shall have the sole discretion to perform repairs or relocation work or permit the Contractor to do such repairs or relocation work at a reasonable price. The Contractor shall be compensated for the costs of locating, repairing damage not due to the failure of the Contractor to exercise reasonable care, and removing or relocating such utility facilities not indicated in the plans and specifications with reasonable accuracy and for equipment on the project necessarily idled during such work. Such compensation shall be in accordance with the extra work provisions set out at Article 40 hereof.

Article 7. PROGRESS SCHEDULE

- A. Within five (5) days after the date of the Award of the Contract, Contractor shall prepare a baseline progress schedule in hard copy and disk form and shall submit this schedule for the District's approval. The schedule shall clearly identify all staffing and other resources which in the Contractor's judgment are needed to complete the project within the time specified for completion. The schedule shall include milestones and shall include the "critical path" of construction. The Contractor is fully responsible to determine and provide for any and all staffing and resources at levels which allow for good quality and timely completion of the project; the District's approval of the progress schedule does not relieve the Contractor of any such responsibility. Contractor's failure to incorporate all elements of work required for the performance of the contract or any inaccuracy in the schedule shall not excuse the Contractor from performing all work required for a completed project within the specified contract time period, notwithstanding the District's acceptance of the schedule. **The first payment will not be made unless the District has been provided and has accepted the project schedule.**
- B. The schedule shall allow enough time for inclement weather. Such schedule shall indicate graphically the beginning and completion dates of all phases of construction, and shall indicate the critical path for all critical, sequential time related activities. All required schedules shall indicate "float time" for all "slack" or "gaps" in the non-critical activities. Submitted construction schedules shall have a duration which does not exceed the contract time. Excess time may be picked up with "float time" at the discretion of the District. A "bar chart" in reasonably complete detail shall be adequate in contracts over \$1 million and shall show critical path items. All required schedules shall be periodically updated to reflect changes in the status of the job, including weather

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delays. **At a minimum, the Contractor shall be required to provide and keep updated a monthly schedule in order to prevent delay claims.**

Article 8. CONTRACT SECURITY

Unless otherwise specified in Special Conditions, Contractor shall furnish a surety bond in an amount equal to 100 percent of contract price as security for faithful performance of this contract and shall furnish a separate bond as security for payment of persons performing labor and furnishing materials in connection with this contract. The Payment Bond must be in the amount of 100 percent of the total amount payable. Both the Payment and the Performance Bonds must be executed by an admitted Surety approved to conduct business in the State of California which meets the highest standards the District is legally permitted to establish. Aforesaid bonds shall be in form set forth in these contract documents. Upon request of Contractor, District will consider and accept multiple sureties on such bonds.

Article 9. ASSIGNMENT

Contractor shall not assign this contract or any part thereof without prior written consent of District. Any assignment of money due or to become due under this contract shall be subject to a prior lien for services rendered or material supplied for performance of work called for under said contract in favor of all persons, firms, or corporations rendering such services or supplying such materials to the extent that claims are filed pursuant to the Civil Code, the Code of Civil Procedure, and/or the Government Code.

Article 10. PROHIBITED INTERESTS

No official of District and no District representative who is authorized in such capacity and on behalf of District to negotiate, make, accept, or approve, or to take part in negotiating, making, accepting or approving any architectural, engineering, inspection, construction or material supply contract or any subcontract in connection with construction of project, shall be or become directly or indirectly interested financially in this contract or in any part thereof. No officer, employee, architect, attorney, engineer or inspector of or for District who is authorized in such capacity and on behalf of District to exercise any executive, supervisory or other similar functions in connection with construction of project, shall become directly or indirectly interested financially in this contract or in any part thereof.

Article 11. SEPARATE CONTRACTS

District reserves the right to let other contracts in connection with this work or other work at the same site. Contractor shall afford other contractors reasonable opportunity for introduction and storage of their materials and execution of their work and shall properly connect and coordinate his work with theirs.

If any part of Contractor's work depends for proper execution or results upon work of any other contractor, the Contractor shall inspect and promptly report to architect any defects in such work that renders it unsuitable for such proper execution and results. His failure to inspect and report shall constitute his acceptance of other contractor's work as fit and proper for reception of his work, except as to defects which may develop in the other contractor's work after execution of contractor's work.

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To insure proper execution of his subsequent work, Contractor shall measure and inspect work already in place and shall at once report to the architect any discrepancy between executed work and contract documents.

Contractor shall ascertain to his own satisfaction the scope of the project and nature of any other contracts that have been or may be awarded by District in prosecution of project to the end that Contractor may perform this contract in the light of such other contracts, if any. Nothing herein contained shall be interpreted as granting to Contractor exclusive occupancy at site of project. Contractor shall not cause any unnecessary hindrance or delay to any other contractor working on project. If simultaneous execution of any contract for project is likely to cause interference with performance of some other contract or contracts, District shall decide which contractor shall cease work temporarily and which contractor shall continue or whether work can be coordinated so that contractors may proceed simultaneously. District shall not be responsible for any damages suffered or for extra costs incurred by Contractor resulting directly or indirectly from award, performance, or attempted performance of any other contract or contracts on project, or caused by any decision or omission of District respecting the order of precedence in performance of contracts.

Article 12. SUBCONTRACTING

- A. Contractor agrees to bind every subcontractor by terms of the contract as far as such terms are applicable to subcontractor's work. If Contractor subcontracts any part of this contract, Contractor shall be as fully responsible to District for the acts and omissions of his subcontractor and of persons either directly or indirectly employed by his subcontractor, as he is for acts and omissions of persons directly employed by him. Nothing contained in these contract documents shall create any contractual relation between any subcontractor and District. The District shall be deemed to be the third party beneficiary of the contract between the contractor and the subcontractor.
- B. District's consent to or approval of any subcontractor under this contract shall not in any way relieve Contractor of his obligations under this contract and no such consent or approval shall be deemed to waive any provision of this contract. The District reserves the right of approval of all subcontractors proposed for use on this Project, and to this end, may require financial, performance and such additional information as is needed to secure this approval. If a Subcontractor is not approved, the Contractor shall promptly submit another of the same trade for approval.
- C. Substitution or addition of subcontractors shall be permitted only as authorized in chapter 4 (commencing at section 4100), part 1, division 2 of the California Public Contract Code.

Article 13. DISTRICT'S RIGHT TO TERMINATE CONTRACT

District may, without prejudice to any other right or remedy, serve written notice of intent to terminate upon Contractor and his surety stating its intention to terminate this contract if the Contractor (i) refuses or fails to prosecute the work or any separable part thereof with such diligence as will insure its completion within the time specified or any extension thereof, or (ii) fails to complete said work within such time, or (iii) if the Contractor should file a bankruptcy petition, or (iv) if he should make a general assignment for the benefit of his creditors, or (v) if a receiver should be appointed on account of his insolvency, or (vi) if he should persistently or

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repeatedly refuse or should fail, except in cases for which extension of time is provided, to supply enough properly skilled workers or proper materials to complete the work in time specified, or (vii) if he should fail to make prompt payment to subcontractors or for material or labor, or (viii) persistently disregard laws, ordinances or instructions of District, or (ix) otherwise be guilty of a substantial violation of any provision of the contract, or (x) if he or his subcontractors should violate any of the provisions of this contract. The notice of intent to terminate shall state generally the reasons for such intention to terminate. Unless within five days (5) days after the service of such notice, such condition shall cease or such violation shall cease and satisfactory arrangements for the correction thereof be made, this contract shall be deemed to have ceased and terminated. The Contractor then shall not be entitled to receive any further payment until work is finished. Upon the termination of the contract as provided above, District shall immediately serve upon surety and contractor written notice of termination stating that the contract has ceased and terminated. Surety shall have the right to investigate, take over and perform this contract, provided, however, that if surety, within five (5) days after service upon it of said notice of termination, does not give District written notice of its intention to take over and perform this contract and does not commence performance thereof within seven (7) days from the date of service upon it of such notice of termination, District may take over the work and prosecute same to completion by contract or by any other method it may deem advisable for the account and at the expense of Contractor. If Surety does not perform the project work itself, the Surety shall consult with the District regarding its planned choice of a contractor or contractors to complete the project, and upon request by District, Surety shall provide District Evidence of Responsibility of Surety's proposed contractor or contractors. District shall be entitled to reject Surety's choice of contractor or contractors if District determines in its sole discretion that the contractor or contractors are non-responsible. If Surety provides District written notice of its intention to take over and perform this contract, within fourteen (14) days of such written notice of intent to take over and perform, Surety or its chosen contractor or contractors (if such contractor or contractor's are approved by District) shall provide District a detailed Progress Schedule as specified in Article 7 above. Contractor and his surety shall be liable to District for any excess cost or other damages occasioned the District as a result of Surety or Surety's contractor or contractor's takeover and performance. If the District takes over the work as hereinabove provided, the District may, without liability for so doing, take possession of and utilize in completing the work such materials, appliances, plant, and other property belonging to the Contractor as may be on the site of the work and necessary therefore.

If the unpaid balance of the contract price exceeds the expense of finishing work, including compensation for additional architectural, managerial, and administrative services, such excess shall be paid to Contractor. If such expense shall exceed such unpaid balance, Contractor shall pay the difference to District. Expense incurred by District as herein provided, and damage incurred through Contractor's default, shall be certified by architect.

The foregoing provisions are in addition to and not in limitation of any other rights or remedies available to the District.

Notwithstanding the foregoing provisions, this contract may not be terminated or modified where a trustee-in-bankruptcy has assumed the contract pursuant to 11 U.S.C. section 365 (Federal Bankruptcy Act).

Article 14. GUARANTEE

Besides guarantees required elsewhere, Contractor shall, and hereby does, guarantee all work for a period of one year after date of acceptance of work by District. Contractor shall repair or replace any or all such work, together with any other work, which may be displaced in so doing, that may prove defective in workmanship and/or materials within a one-year period from date of acceptance without expense whatsoever to District, ordinary wear and tear, unusual abuse or neglect excepted. District will give notice of observed defects with reasonable promptness. Contractor shall notify District upon completion of repairs.

In the event of failure of Contractor to comply with above-mentioned conditions within one week after being notified in writing, District is hereby authorized to proceed to have defects repaired and made good at the expense of Contractor. Contractor hereby agrees to pay costs and charges therefore immediately on demand.

If, in the opinion of the District, defective work creates a dangerous condition or requires immediate correction or attention to prevent further loss to the District or to prevent interruption of operations of the District, the District will attempt to give the notice required by this article. If the Contractor cannot be contacted or does not comply with the District's request for correction within a reasonable time as determined by the District, the District may, notwithstanding the provisions of this article, proceed to make such correction or provide such attention. The costs of such correction or attention shall be charged against the Contractor. Such action by the District will not relieve the Contractor of the guarantees provided in this article or elsewhere in this contract.

This article does not in any way limit the guarantee on any items for which a longer guarantee is specified or on any items for which a manufacturer gives a guarantee for a longer period. Contractor shall furnish District with all appropriate guarantee or warranty certificates upon completion of the project.

Article 15. NOTICE AND SERVICE THEREOF

A. Any notice from one party to the other under the contract shall be in writing and shall be dated and signed by party giving such notice or by the duly authorized representative of such party. Any such notice shall not be effective for any purpose whatsoever unless served in one of the following manners:

- (1) If notice is given to District, by personal delivery thereof to District's representative or District's architect or by depositing same in United States mail, enclosed in a sealed envelope addressed to District for attention of said representative or architect, postage prepaid and registered;
- (2) If notice is given to Contractor, by personal delivery thereof to said Contractor or to his foreman at site of project, or by depositing same in United States mail, enclosed in a sealed envelope addressed to said Contractor at his regular place of business or at such other address as may have been established for the conduct of work under this contract, postage prepaid and registered;

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- (3) If notice is given to surety or other person, by personal delivery to such surety or other person or by depositing same in United States mail, enclosed in a sealed envelope addressed to such surety or person at the address of such surety or person last communicated by him to party giving notice, postage prepaid and registered.
- (4) If notice is served by mail, it shall be deemed received and all time periods associated with the giving of notice shall run from the third day after mailing.

Article 16. WORKERS

- A. Contractor shall at all times enforce strict discipline and good order among his employees. Contractor shall not employ on work any unfit person or any one not skilled in work assigned to him.
- B. Any person in the employ of the Contractor whom District may deem incompetent or unfit shall be dismissed from work and shall not again be employed on it except with the written consent of District.

Article 17. WAGE RATES, PAYROLL RECORDS AND DEBARMENT

- A. The Contractor is aware of the requirements of California Labor Code sections 1720 et seq. and 1770 et seq., as well as California Code of Regulations, Title 8, section 16000 et seq. ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects. Since this Project involves an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and since the total compensation is \$1,000 or more, Contractor agrees to fully comply with such Prevailing Wage Laws. The Contractor shall obtain a copy of the prevailing rates of per diem wages at the commencement of this Agreement from the website of the Division of Labor Statistics and Research of the Department of Industrial Relations located at www.dir.ca.gov/dlsr/. In the alternative, the Contractor may view a copy of the prevailing rates of per diem wages at the District's Facilities Department. Contractor shall make copies of the prevailing rates of per diem wages for each craft; classification or type of worker needed to perform work on the Project available to interested parties upon request, and shall post copies at the Contractor's principal place of business and at the Project site. Contractor shall defend, indemnify and hold the District, its elected officials, officers, employees and agents free and harmless from any claims, liabilities, costs, penalties or interest arising out of any failure or alleged failure to comply with the Prevailing Wage Laws and/or the District's LCP.
- B. The Contractor and each subcontractor shall forfeit as a penalty to the District not more than fifty dollars (\$50) for each calendar day, or portion thereof, for each worker paid less than the stipulated prevailing wage rate for any work done by him, or by any subcontract under him, in violation of the provisions of the California Labor Code. The difference between such stipulated prevailing wage rate and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the stipulated prevailing wage rate shall be paid to each worker by the Contractor.

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- C. As a further material part of this Contract, Contractor agrees to hold harmless and indemnify the District, its Board and each member of the Board, its officers, employees and agents from any and all claims, liability, loss, costs, damages, expenses, fines and penalties, of whatever kind of nature including all costs of defense and attorneys' fees, arising from any alleged failure of Contractor or its subcontractors to comply with the prevailing wage law as of the State of California. If the District or any of the indemnified parties are named as a party in any dispute arising from the failure of Contractor or its subcontractors to pay prevailing wages, Contractor agrees that the District and the other indemnified parties may appoint their own independent counsel, and Contractor agrees to pay all attorneys' fees and defense costs of the District and the other indemnified parties as billed, in addition to all other damages, fines, penalties and losses incurred by the District and the other indemnified parties as a result of the action.
- D. Accurate payroll records shall be kept by the contractor and each subcontractor, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by him or her in connection with the public work.
- E. It shall be the responsibility of Contractor to Comply with Labor Code section 1776 as it may be amended by the Legislature from time to time with respect to each payroll record. As of April, 2003, Labor Code section 1776 provides in relevant part,

"(a) Each contractor and subcontractor shall keep accurate payroll records, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by him or her in connection with the public work. Each payroll record shall contain or be verified by a written declaration that it is made under penalty of perjury, stating both of the following:

(1) The information contained in the payroll record is true and correct.

(2) The employer has complied with the requirements of Sections 1771, 1811, and 1815 for any work performed by his or her employees on the public works project.

(b) The payroll records enumerated under subdivision (a) shall be certified and shall be available for inspection at all reasonable hours at the principal office of the contractor on the following basis:

(1) A certified copy of an employee's payroll record shall be made available for inspection or furnished to the employee or his or her authorized representative on request.

(2) A certified copy of all payroll records enumerated in subdivision (a) shall be made available for inspection or furnished upon request to a representative of the body awarding the contract, the Division of Labor Standards Enforcement, and the Division of Apprenticeship Standards of the Department of Industrial Relations.

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(3) A certified copy of all payroll records enumerated in subdivision (a) shall be made available upon request by the public for inspection or for copies thereof. However, a request by the public shall be made through either the body awarding the contract, the Division of Apprenticeship Standards, or the Division of Labor Standards Enforcement. If the requested payroll records have not been provided pursuant to paragraph (2), the requesting party shall, prior to being provided the records, reimburse the costs of preparation by the contractor, subcontractors, and the entity through which the request was made. The public shall not be given access to the records at the principal office of the contractor.

(c) The certified payroll records shall be on forms provided by the Division of Labor Standards Enforcement or shall contain the same information as the forms provided by the division.

(d) A contractor or subcontractor shall file a certified copy of the records enumerated in subdivision (a) with the entity that requested the records within 10 days after receipt of a written request.

(e) Any copy of records made available for inspection as copies and furnished upon request to the public or any public agency by the awarding body, the Division of Apprenticeship Standards, or the Division of Labor Standards Enforcement shall be marked or obliterated to prevent disclosure of an individual's name, address, and social security number. The name and address of the contractor awarded the contract or the subcontractor performing the contract shall not be marked or obliterated. Any copy of records made available for inspection by, or furnished to, a joint labor-management committee established pursuant to the federal Labor Management Cooperation Act of 1978 (Section 175a of Title 29 of the United States Code) shall be marked or obliterated only to prevent disclosure of an individual's name and social security number. A joint labor management committee may maintain an action in a court of competent jurisdiction against an employer who fails to comply with Section 1774. The court may award restitution to an employee for unpaid wages and may award the joint labor management committee reasonable attorney's fee and costs incurred in maintaining the action. An action under this subdivision may not be based on the employer's misclassification of the craft of a worker on its certified payroll records. Nothing in this subdivision limits any other available remedies for a violation of this chapter.

(f) The contractor shall inform the body awarding the contract of the location of the records enumerated under subdivision (a), including the street address, city and county, and shall, within five working days, provide a notice of a change of location and address.

(g) The contractor or subcontractor shall have 10 days in which to comply subsequent to receipt of a written notice requesting the records enumerated in subdivision (a). In the event that the contractor or subcontractor fails to comply within the 10-day period, he or she shall, as a penalty to the state or political subdivision on whose behalf the contract is made or awarded, forfeit twenty-

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five dollars (\$ 25) for each calendar day, or portion thereof, for each worker, until strict compliance is effectuated. Upon the request of the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement, these penalties shall be withheld from progress payments then due. A contractor is not subject to a penalty assessment pursuant to this section due to the failure of a subcontractor to comply with this section.

(h) The body awarding the contract shall cause to be inserted in the contract stipulations to effectuate this section."

- F. Debarment. The Contractor or any subcontractor working under the Contractor may not perform work on a public works project with a subcontractor who is ineligible to perform work on a public project pursuant to Section 1777.1 or Section 1777.7 of the California Labor Code. Any contract on a public works project entered into between the Contractor and a debarred subcontractor is void as a matter of law. A debarred subcontractor may not receive any public money for performing work as a subcontractor on a public works contract. Any public money that is paid, or may have been paid to a debarred subcontractor by the Contractor on the project shall be returned to the District. The Contractor shall be responsible for the payment of wages to workers of a debarred subcontractor who has been allowed to work on the project.

Article 18. APPRENTICES

- A. Contractor's attention is directed to the provisions of Sections 1777.5, 1777.6, and 1777.7 of the California Labor Code concerning employment of apprentices by the Contractor or any subcontractor under him. The Contractor shall be knowledgeable of and comply with all California Labor Code sections including 1727, 1773.5, 1775, 1777, 1777.5, 1810, 1813, 1860, including all amendments; each of these sections is incorporated by reference into this Contract. The responsibility for compliance with these provisions for all apprentice able occupations rests with the Contractor. Knowing violations of Section 1777.5 will result in forfeiture not to exceed \$100 for each calendar day of non-compliance pursuant to Section 1777.7.

Article 19. HOURS OF WORK

- A. As provided in article 3 (commencing at section 1810), chapter 1, part 7, division 2 of the Labor Code, eight (8) hours of labor shall constitute a legal day's work. The time of service of any worker employed at any time by the Contractor or by any subcontractor on any subcontract under this contract upon the work or upon any part of the work contemplated by this contract is limited and restricted to eight (8) hours during any one-calendar day and forty (40) hours during any one-calendar week, except as hereinafter provided. Notwithstanding the provisions herein above set forth, work performed by employees of Contractor in excess of eight (8) hours per day, and forty (40) hours during any one week, shall be permitted upon this public work upon compensation for all hours worked in excess of eight (8) hours per day at not less than one and one-half times the basic rate of pay.
- B. The Contractor and every subcontractor shall keep an accurate record showing the name of and actual hours worked each calendar day and each calendar week by each worker employed by him in connection with the work or any part of the work

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contemplated by this contract. The record shall be kept open at all reasonable hours to the inspection of the District and to the Division of Labor Law Enforcement, Department of Industrial Relations of the State of California.

- C. The Contractor shall pay to the District a penalty of twenty-five dollars (\$25) for each worker employed in the execution of this contract by the Contractor or by any subcontractor for each calendar day during which such worker is required or permitted to work more than eight (8) hours in any calendar day and forty (40) hours in any one calendar week in violation of the provisions of article 3 (commencing at section 1810), chapter 1, part 7, division 2 of the Labor Code.
- D. Any work necessary to be performed after regular working hours, or on Sundays or other holidays shall be performed without additional expense to District.

Article 20. WORKERS' COMPENSATION INSURANCE

- A. The Contractor shall provide, during the life of this contract, workers' compensation insurance for all of his employees engaged in work under this contract, on or at the site of the project, and, in case any of his work is sublet, the Contractor shall require the subcontractor similarly to provide workers' compensation insurance for all the latter's employees. Any class of employee or employees not covered by a subcontractor's insurance shall be covered by the Contractor's insurance. In case any class of employees engaged in work under this contract, on or at the site of the project, is not protected under the Workers' Compensation Statutes, the Contractor shall provide or shall cause a subcontractor to provide, adequate insurance coverage for the protection of such employees not otherwise protected. The Contractor shall file with the District certificates of his insurance protecting workers.
- B. Company or companies providing insurance coverage shall be acceptable to the District, and in the following form and coverage.
 - (1) Statutory Workers' Compensation and Employer's Liability Coverage: Contractor shall maintain insurance to afford protection for all claims under California Workers' Compensation Act and other employee benefit acts, and in addition, shall maintain Employer's Liability Insurance for a minimum limit of \$1,000,000. The Workers' Compensation Policy shall include the following endorsements, copies of which shall be provided to District:
 - (a) The Voluntary Compensation Endorsement; and
 - (b) Broad Form All States Endorsement; and
 - (c) The Longshoremen's and Harbor Workers endorsement, where applicable to the work under this contract; and
 - (d) Waiver of Subrogation Endorsement.

Article 21. COMMERCIAL GENERAL LIABILITY AND PROPERTY DAMAGE INSURANCE

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- A. Contractor shall procure and maintain during the life of this contract and for such other period as may be required herein, at its sole expense, such comprehensive general liability insurance or commercial general liability and property damage insurance as shall protect Contractor and District from all claims for bodily (personal) injury, including accidental death, as well as claims for property damage arising from operations under this contract, and other covered loss, however occasioned, occurring during the policy term. Such policy shall comply with all the requirements of this article, and shall be in the form and amounts as set forth in the Special Conditions hereof. The limits set forth in the Special Conditions shall not be construed to relieve the Contractor from liability in excess of such coverage, nor shall it limit Contractor's indemnification obligations to District, and shall not preclude the District from taking such other actions available to District under other provisions of the contract documents or law.
- B. Contractor shall make certain that any and all subcontractors hired by Contractor are insured in accordance with this contract. If any subcontractor's coverage does not comply with the foregoing provisions, Contractor shall indemnify and hold District harmless from any damage, loss, cost, or expense, including attorneys' fees, incurred by District as a result thereof.
- C. Company or companies providing insurance coverage shall be acceptable to the District and authorized to conduct business in the State of California.
- D. Any general liability policy provided by Contractor hereunder shall contain an endorsement which applies its coverage to District, members of District's board of trustees, and the officers, agents, employees and volunteers of District, the State Allocation Board, if applicable, the architect, and the architect's consultants, individually and collectively, as additional insureds using form CG2010 11-85 or equivalent which must include products and completed operations coverage, broad form property damage coverage, coverage for collapse, explosion and underground, and include independent contractor coverage.
- E. The coverage afforded by the additional insured endorsement described in paragraph d above, shall apply as primary insurance, and any other insurance maintained by District, the members of District's Board of Trustees, or its officers, agents, employees and volunteers, or any self-funded program of District, shall be in excess only and not contributing with such coverage.
- F. Contractor shall notify District in writing of the amount, if any, of self-insured retention provided under the General Liability coverage, with a maximum limit of \$25,000. District may approve higher retention amounts, based upon review of documentation submitted by Contractor. Such review shall take into consideration Contractor's net worth and reserves for payment of claims of liability against Contractor, which must be sufficient to adequately compensate for the lack of other insurance coverage required hereunder.
- G. All general liability policies shall be written to apply to all bodily injury, including death, property damage, personal injury and other covered loss, however occasioned, occurring during the policy term, and shall specifically insure the performance by Contractor of that part of the indemnification contained in Article 24 hereof, relating to liability for injury to or death of persons and damage to property. If the coverage contains one or more aggregate limits, a minimum of 50% of any such aggregate limit

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must remain available at all times; if over 50% of any aggregate limit has been paid or reserved, District may require additional coverage to be purchased by Contractor to restore the required limits. Contractor may combine primary, umbrella, and as broad as possible excess liability coverage to achieve the total limits indicated above. Any umbrella or excess liability policy shall include the additional insured endorsement, products and completed operations coverage and broad form property damage described in paragraphs d and e, above. To the extent that the umbrella insurer requires notice of changes to the primary policy, notice will be considered to be given and not prejudice the District's rights to recover under the umbrella policy.

- H. Contractor and District release each other, and their respective authorized representatives, from any Claims (as defined in Article 24 hereof), but only to the extent that the proceeds received from any policy of liability insurance carried by District or Contractor, other than any self-insurance, covers any such Claim or damage. Included in any policy or policies of liability insurance provided by Contractor hereunder shall be a standard waiver of rights of subrogation against District by the insurance company issuing said policy or policies.
- I. If coverage is written on a "claims made" basis, the Certificate of Insurance shall clearly so state. In addition to the coverage requirements specified above, such policy shall provide that:
 - (1) The policy retroactive date coincides with or precedes Contractor's commencement of work under the Agreement (including subsequent policies purchased as renewals or replacements).
 - (2) Contractor will make every effort to maintain similar insurance during the required extended period of coverage following expiration of the Agreement, including the requirement of adding all additional insureds.
 - (3) If insurance is terminated for any reason, Contractor shall purchase an extended reporting provision of at least two years to report claims arising in connection with the Agreement.
 - (4) The policy allows for reporting of circumstances or incidents that might give rise to future claims.
- J. Contractor's failure to procure the insurance specified herein, or failure to deliver certified copies or appropriate certificates of such insurance, or failure to make the premium payments required by such insurance, shall constitute a material breach of the contract, and District may, at its option, terminate the Agreement for any such default by Contractor.
- K. The requirements as to the types and limits of insurance coverage set forth herein and in the Special Conditions to be maintained by the Contractor, and any approval of said insurance by the District or its insurance advisor(s), are not intended to and shall not in any manner limit or qualify the liabilities and obligations otherwise assumed by the Contractor pursuant to the Agreement, including, but not limited to, the provisions concerning indemnification.

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- L. District shall retain the right at any time to review the coverage, form, and amount of insurance required herein and may require Contractor to obtain insurance reasonably sufficient in coverage, form and amount to provide adequate protection against the kind and extent of risk which exists at the time a change in insurance is required.
- M. All deviations from the contractual insurance requirements stated herein must be approved in writing by District's risk manager.

Article 22. BUILDER'S RISK/APPLICABLE INSTALLATION/FIRE INSURANCE

- A. It is the Contractor's responsibility to maintain or cause to be maintained builder's risk insurance or applicable installation coverage on all work, material, equipment, appliances, tools, and structures which are a part of the contract and subject to loss or damage by fire, extended coverage, and vandalism and malicious mischief. District accepts no responsibility until the contract is formally accepted by the Governing Board for the work. The Contractor is required to file with the District a certificate evidencing builder's risk or applicable installation of not less than the amount identified in the special conditions insurance coverage.
- B. Provide insurance coverage on completed value form, all-risk or special causes of loss coverage.
 - (1) Insurance policies shall be so conditioned as to cover the performance of any extra work performed under the contract.
 - (2) Coverage shall include all materials stored on site and in transit.
 - (3) Coverage shall include Contractor's tools and equipment.
 - (4) Insurance shall include boiler, machinery and material hoist coverage.
- C. Company or companies providing insurance coverage shall be acceptable to the District and authorized to conduct business in the State of California.

Article 23. PROOF OF CARRIAGE OF INSURANCE

- A. Contractor shall, as soon as practicable following the placement of insurance required hereunder, but in no event later than the effective date of the Agreement, deliver to District certificates of insurance evidencing the same, together with appropriate separate endorsements thereto, evidencing that Contractor has obtained such coverage for the period of the Agreement. Contractor shall deliver certified copies of the actual insurance policies specified herein, within thirty days after commencement of work. Thereafter, copies of renewal policies, or certificates and appropriate separate endorsements thereof, shall be delivered to District within thirty (30) days prior to the expiration of the term of any policy required herein. Contractor shall permit District at all reasonable times to inspect any policies of insurance of Contractor which Contractor has not delivered to District.
- B. Certificates and insurance policies shall include the following clause:

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"This policy shall not be canceled or reduced in required limits of liability or amounts of insurance until notice has been mailed to District stating date of cancellation, reduction or other adverse change respecting such insurance. The date of cancellation, reduction or adverse change may not be less than thirty (30) days after date of mailing notice."

Any notice required to be sent pursuant to this section shall be to District's address as shown in the Notice to Contractors Calling for Bids.

- C. Certificates of insurance shall state in particular those insured, extent of insurance, location and operation to which insurance applies, expiration date, and cancellation and reduction notice. All Certificates of Insurance provided by Contractor shall name District, the architect, and architect's consultants as additional insureds.
- D. After receiving written Notice of Cancellation of Insurance, Contractor shall have ten (10) days to provide other policies of insurance similar to the canceled policies and acceptable insurance. If such replacement coverage is not provided, the District may secure insurance at the Contractor's expense.
- E. Nothing contained in the insurance requirements shall be construed as limiting the extent of the Contractor's responsibility for payment of damages resulting from operations under this agreement.

Article 24. INDEMNIFICATION

District shall not be liable for, and Contractor shall defend and indemnify District to the fullest extent permitted by law against any and all claims, demands, liability, judgments, awards, fines, mechanics' liens or other liens, labor disputes, losses, damages, expenses, charges or costs of any kind or character, including attorneys' fees, expert witness fees, investigation costs and court costs (hereinafter collectively referred to as "Claims"), which arise out of or are in any way connected to the work covered by this contract arising either directly or indirectly from any act, error, omission or negligence of Contractor or its contractors, licensees, agents, servants or employees, including, without limitation, Claims caused by the concurrent act, error, omission or negligence of District or its agents or employees. However, Contractor shall have no obligation to indemnify District from a Claim if it is determined by a court of competent jurisdiction that such Claim was caused by the active negligence, sole negligence, or willful misconduct of District or its agents or employees.

Article 25. LAWS AND REGULATIONS

- A. Contractor shall give all notices and comply with all laws, ordinances, rules, and regulations bearing on conduct of work as indicated and specified. If Contractor observes that drawings and specifications are at variance therewith, he shall promptly notify architect in writing and any necessary changes shall be adjusted as provided in contract for changes in work. If Contractor performs any work knowing it to be contrary to such laws, ordinances, rules and regulations, and without such notice to architect, he shall bear all costs arising therefrom.
- B. Contractor shall be responsible for familiarity with the Americans with Disabilities Act (ADA) (42 USC 12101 et seq.). Installations of equipment and other devices shall be in compliance with ADA regulations.

Article 26. PERMITS AND LICENSES

Permits and licenses necessary for prosecution of work shall be secured and paid for by Contractor, unless otherwise specified.

Article 27. INSPECTION FEES FOR PERMANENT UTILITIES

All inspection fees and other municipal charges for permanent utilities including, but not limited to, sewer, electrical, phone, gas, water, and irrigation shall be paid for by District. Contractor shall be responsible for arranging the payment of such fees, but inspection fees and other municipal fees relating to permanent utilities shall be paid by District. Contractor may either request reimbursement from District for such fees, or obtain the funds from District prior to paying such fees.

Article 28. EASEMENTS

Easements for permanent structures or permanent changes in existing facilities shall be secured and paid for by District, unless otherwise specified.

Article 29. SURVEYS

Surveys to determine location of property lines and corners will be supplied by District. Surveys to determine locations of construction, grading, and site work shall be provided by Contractor.

Article 30. EXCISE TAXES

If under federal excise tax law any transaction hereunder constitutes a sale on which a federal excise tax is imposed and the sale is exempt from such excise tax because it is a sale to a state or local government for its exclusive use, the District, upon request, will execute a certificate of exemption which will certify (1) that the District is a political subdivision of the state for the purposes of such exemption and (2) that the sale is for the exclusive use of the District. No excise tax for such materials shall be included in any bid price.

Article 31. PATENTS, ROYALTIES, AND INDEMNITIES

The Contractor shall hold and save the District and its officers, agents, and employees harmless from liability of any nature or kind, including cost and expense, for or on account of any patented or unpatented invention, process, article, or appliance manufactured or used in the performance of this contract, including its use by the District, unless otherwise specifically stipulated in the contract documents.

Article 32. MATERIALS

- A. Except as otherwise specifically stated in this contract, Contractor shall provide and pay for all materials, labor, tools, equipment, water, lights, power, transportation, superintendence, temporary constructions of every nature, and all other services and facilities of every nature whatsoever necessary to execute and complete this contract within specified time.

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- B. Unless otherwise specified, all materials shall be new and both workmanship and materials shall be of good quality.
- C. Materials shall be furnished in ample quantities and at such times as to insure uninterrupted progress of work and shall be stored properly and protected as required. Contractor shall be entirely responsible for damage or loss by weather or other causes to materials or work under this contract.
- D. No materials, supplies, or equipment for work under this contract shall be purchased subject to any chattel mortgage or under a conditional sale or other agreement by which an interest therein or in any part thereof is retained by seller or supplier. Contractor warrants good title to all material, supplies, and equipment installed or incorporated in work and agrees upon completion of all work to deliver premises, together with all improvements and appurtenances constructed or placed thereon by him, to District free from any claims, liens, or charges. He further agrees that neither he nor any person, firm, or corporation furnishing any materials or labor for any work covered by this contract shall have any right to lien upon premises or any improvement or appurtenance thereon, except that Contractor may install metering devices or other equipment of utility companies or of political subdivisions title to which is commonly retained by utility company or political subdivision. In event of installation of any such metering device or equipment, Contractor shall advise District as to owner thereof. Nothing contained in this article, however, shall defeat or impair right of persons furnishing material or labor under any bond given by Contractor for their protection or any rights under any law permitting such persons to look to funds due Contractor in hands of District, and this provision shall be inserted in all subcontracts and material contracts and notice of its provisions shall be given to all persons furnishing material for work when no formal contract is entered into for such material.

Article 33. SUBSTITUTIONS

- A. Whenever in specifications any materials, process, or article is indicated or specified by grade, patent, or proprietary name or by name of manufacturer, such specification shall be deemed to be used for the purpose of facilitating description of material, process, or article desired and shall be deemed to be followed by the words "or equal." Contractor may, unless otherwise stated, offer any material, process, or article which shall be substantially equal or better in every respect to that so indicated or specified. Any material, process, or article not exactly meeting the specifications in the documents in every respect shall be considered a substitution. If a material, process, or article offered by Contractor is not, in opinion of architect, substantially equal or better in every respect to that specified, then Contractor shall furnish the material, process, or article specified. Burden of proof as to equality of any material, process, or article shall rest with Contractor.
- B. In accordance with Public Contract Code section 3400 "prior to or after the award of the contract", district must provide for "submission of data substantiating a request for a substitution of 'an equal' item." Therefore, no later than five (5) prior to bid opening, if the Contractor is requesting substitution of "an equal" item or product or work, the make and grade of the item, product or work which is to be substituted shall be provided to the District representative. The documentation submitted must include any and all illustrations, specifications, and other relevant data including catalogue information

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which describes the substituted item or product or work and substantiates that it is an "or equal" to the specified item or product or work. In addition, the submittal documentation must also include a statement of the cost implications of the substitution being requested stating whether and why the substitution will reduce or increase the contract price. The documentation submitted must also include information regarding the durability and life cycle cost of the substituted item, product or work. Substantiating data shall include a signed affidavit from the Contractor stating that the substituted item or product or work is equivalent to the specified item or product or work in every way except as listed on the affidavit. Whenever possible, the same substitution information is to be included in the sealed bid submittal package. Failure to submit all the needed substantiating data, including the signed affidavit, may result in a determination that the bid is nonresponsive. BIDDERS ARE SPECIFICALLY NOTIFIED THAT THE SUBMISSION OF THIS DOCUMENTATION IN NO WAY OBLIGATES THE DISTRICT OR ITS REPRESENTATIVE TO REVIEW SUCH DOCUMENTATION PRIOR TO CONTRACT AWARD. FURTHERMORE, IF A PROPOSED SUBSTITUTION IS REJECTED, BIDDER SHALL BE RESPONSIBLE TO PROVIDE THE ITEM OR PRODUCT OR WORK AS ORIGINALLY SPECIFIED. DISTRICT HAS THE COMPLETE AND SOLE DISCRETION TO DETERMINE IF AN ITEM OR ARTICLE IS AN EQUAL ITEM.

After award of the contract should the District determine in its sole discretion that substitution of an item or product is reasonable and necessary or reasonable and appropriate, the Contractor shall submit any substitution requests together with all data required to substantiate that the substituted product or item is an "or equal" to the specified product or item. The make and grade of the item, product or work which is to be substituted shall be provided to the District representative. The documentation submitted must include any and all illustrations, specifications, and other relevant data including catalogue information which describes the substituted item, product or work and substantiates that it is an "or equal" to the specified item, product or work. In addition, the submittal documentation must also include a statement of the cost implications of the substitution being requested stating whether and why the substitution will reduce or increase the contract price. The documentation submitted must also include information regarding the durability and life cycle cost of the substituted item, product or work. Substantiating data shall include a signed affidavit from the Contractor stating that the substituted product is equivalent to the specified product or item in every way except as listed on the affidavit. Failure to submit all the needed substantiating data, including the signed affidavit, to the District Representative or Architect in a timely fashion so that the substitution can be adequately reviewed and considered prior to any necessity for its use or application may result in the rejection of the proposed substitution. The District Representative or Architect is not obligated to review multiple substitution submittals for the same product or item due to the Contractor's failure to submit a complete package either at time of submission of bid documents or in a timely manner after award of contract.

- C. In event Contractor furnishes material, process, or article more expensive than that specified, the difference in cost of such material, process, or article so furnished shall be borne by Contractor.

Article 34. SHOP DRAWINGS

- A. Contractor shall check and verify all field measurements and shall submit with such promptness as to cause no delay in his own work or in that of any other contractor, subcontractor, architect, other independent contractor or worker on the Project, three (3) copies of all shop or setting drawings, schedules, and materials list, and all other submittals in accordance with other provisions of the contract required for the work of various trades. Contractor shall sign all submittals affirming that submittals have been reviewed and approved by Contractor prior to submission to architect. Each signed submittal shall affirm that the submittal meets all the requirements of the contract documents except as specifically and clearly noted and listed on the cover sheet of the submittal.
- B. Contractor shall advise District immediately, if architect has not checked and approved with reasonable promptness, such schedules and drawings for conformance with design concept of project and compliance with information given in contract documents. Contractor shall make any corrections required by architect, file with him three (3) corrected copies, and furnish such other copies as may be needed for construction. Architect's approval of such drawings or schedules also shall not relieve Contractor from responsibility for deviations from drawings or specifications unless he has in writing called architect's attention to such deviations at time of submission and has secured his written approval. Architect's approval of such drawings and schedules also shall not relieve contractor from responsibility for errors in shop drawings or schedules. For purposes of this section "reasonable promptness" shall mean such reasonable promptness as to cause no delay in the work or in the activities of the District, Contractor or separate contractors, while allowing sufficient time in the architect's professional judgment to permit adequate review.

Article 35. SUBMITTALS

- A. Contractor shall furnish for approval, within five (5) days following award of contract a log of all samples, material lists and certifications, mix designs, schedules, and other submittals, as required in specifications. Such log shall indicate whether samples will be provided as specified and in accordance with other provisions of this contract.
- B. Contractor will provide samples and submittals, together with catalogs and supporting data required by architect within a reasonable time period so as not to cause delays on the project.
- C. This provision shall not authorize any extension of time for performance of this contract. Architect will check and approve such samples, only for conformance with design concept of work and for compliance with information given in contract documents. Work shall be in accordance with approved samples. Architect's action will be taken within fourteen (14) calendar days after receiving such samples and submittals. If in the architect's professional judgment fourteen days is an insufficient amount of time to permit adequate review, Architect shall, within the initial fourteen (14) day period, notify the Contractor, with a copy to the Inspector and the District, of the amount of time that will be required to respond.

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- D. If the Architect's response results in a change in the project, then such change shall be effected by a written change order.

Article 36. CLOSEOUT SUBMITTALS

The Contractor shall be responsible for the timely delivery of the technical manuals, warranties and guarantees as required in the technical specifications. The final payment will not be made until the District representative has had an opportunity to review and accept the required documents.

Article 37. COST BREAKDOWN AND PERIODICAL ESTIMATES

- A. Contractor shall furnish on forms approved by District:
- (1) Within ten (10) days of award of contract a detailed estimate giving a complete breakdown of contract price; and
 - (2) A periodical itemized estimate of work done for the purpose of making partial payments thereon;
 - (3) Within ten (10) days of request by District, a schedule of estimated monthly payments which shall be due him under the contract.
- B. Values employed in making up any of these schedules will be used only for determining basis of partial payments and will not be considered as fixing a basis for additions to or deductions from contract price.

Article 38. PAYMENTS AND RETENTION

- A. Each month as soon as practicable after receipt of approved periodical estimate for partial payment, but in order to avoid the payment of interest, in any event within thirty (30) days of receipt of such periodical estimate, there shall be paid to Contractor a sum equal to ninety percent (95%) of the value of work performed up to the last day of the previous month, less the aggregate of previous payments. Upon receipt of a payment request the District shall as soon as practicable determine whether the payment request is proper. If the request is determined not to be a proper payment request suitable for payment, it shall be returned to the Contractor as soon as practicable within seven days after receipt and shall be accompanied by a statement in writing as to the reasons why the payment request is not proper. Monthly payments shall be made only on the basis of monthly estimates which shall be prepared by Contractor on a form approved by District and filed before the fifth day of the month during which payment is to be made. Work completed as estimated shall be an estimate only and no inaccuracy or error in said estimate shall operate to release Contractor or any bondsman from damages arising from such work or from enforcing each and every provision of this contract and District shall have the right subsequently to correct any error made in any estimate for payment. Contractor shall not be entitled to have any payment estimates processed or be entitled to have any payment made for work performed so long as any lawful or proper direction concerning work or any portion thereof given by the District or architect shall remain uncomplied with.

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- B. The final payment of five percent (5%) of the value of work done under this contract, if unencumbered, shall be made within sixty (60) days after the date of completion of the work, provided however, that in the event of a dispute between the District and the Contractor, the District may withhold from the final payment an amount not to exceed one hundred and fifty percent (150%) of the disputed amount. Completion means any of the following as provided by Public Contract Code section 7107:
- (1) The occupation, beneficial use, and enjoyment of a work of improvement, excluding any operation only for testing, startup, or commissioning, by the public agency, or its agent, accompanied by cessation of labor on the work of improvement.
 - (2) The acceptance by the public agency, or its agent, of the work of improvement.
 - (3) For purposes of this contract, the acceptance by the District means acceptance made only by an action of the governing body of District in session. Acceptance by Contractor of said final payment shall constitute a waiver of all claims against District arising from this contract.
 - (4) After the commencement of a work of improvement, a cessation of labor on the work of improvement for a continuous period of 100 days or more, due to factors beyond the control of the Contractor.
 - (5) After the commencement of a work of improvement, a cessation of labor on the work of improvement for a continuous period of 30 days or more, if the public agency files for record a notice of cessation or a notice of completion.
- C. This contract is subject to the provisions of Public Contract Code section 7107.
- D. At any time after fifty percent (50%) of the work has been completed, if the District, by action of its governing body, finds that satisfactory progress is being made, District may make any of the remaining payments in full for actual work completed or may withhold any amount up to ten percent (5%) thereof as District may find appropriate based on the Contractor's progress.
- E. Whenever any part of the work is in a condition suitable for use, and the best interest of the District requires such use, the District may take possession of, connect to, open for public use, or use a part thereof. When so used, maintenance and repairs due to ordinary wear and tear or vandalism will be made at District's expense. The use by the District as contemplated in this section shall in no case be construed as constituting acceptance of the work or any part thereof. Such use shall neither relieve the Contractor of any of his responsibilities under the Contract nor act as a waiver by the District of any of the conditions thereof. Contractor shall continue to maintain all insurance, including Builder's Risk insurance, on the project.

ARTICLE 39. PAYMENTS WITHHELD

- A. In addition to amounts which District may retain under any and all other articles in this contract including those entitled "Payments," and "Time for Completion and Liquidated Damages," District may withhold a sufficient amount or amounts of any payment or payments otherwise due to Contractor, as in his judgment may be necessary to cover:
- (1) Payments which may be past due and payable for just claims against Contractor or any subcontractors for labor or materials furnished in and about the performance of work on the project under this contract.
 - (2) Defective work not remedied.
 - (3) Failure of Contractor to make proper payments to his subcontractor or for material or labor.
 - (4) Completion of contract if there is a reasonable doubt that contract can be completed for balance then unpaid.
 - (5) Damage to another Contractor.
 - (6) Amounts which may be due District for just claims against Contractor.
 - (7) Failure of Contractor to keep the record ("as-built") drawings up to date.
 - (8) Failure to provide update on construction schedule as required by Article 7 hereof.
- B. District may apply such withheld amount or amounts to payment of such claims or obligations at its discretion. In so doing, District shall be deemed the agent of Contractor and any payment so made by District shall be considered as a payment made under contract by District to Contractor and District shall not be liable to Contractor for such payments made in good faith. Such payments may be made without prior judicial determination of claim or obligations. District will render Contractor a proper accounting of such funds disbursed on behalf of Contractor.

Article 40. CHANGES AND EXTRA WORK

- A. **Changes in Work.** District, without invalidating contract, and as provided by law, may order extra work or make changes by altering, adding to, or deducting from work, the contract sum being adjusted accordingly. All such work shall be subject to prevailing wage rates and shall be executed under the conditions of the original contract except that any claim for extension of time caused thereby shall be adjusted at the time of ordering such change.
- B. In giving instructions, Contractor agrees that architect shall have authority to make minor changes in work, not involving change in cost, and not inconsistent with the purposes or approvals of the project. Otherwise, except in an emergency endangering life or property, no extra work or change shall be made unless pursuant to a written order from District, and no claim for an addition to the contract sum shall be valid unless so ordered.

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C. **Unforeseen Conditions.** Contractor shall provide District with notice of unforeseen conditions immediately upon discovery of such conditions.

D. Value of any such extra work, change, or deduction shall be determined at the discretion of District in one or more of the following ways:

- (1) By acceptable lump sum proposal from Contractor with itemization as required by District.
- (2) By unit prices contained in Contractor's original bid and incorporated in contract documents or fixed by subsequent agreement between District and Contractor.
- (3) By the cost of material and labor and a percentage for overhead and profit. The following form shall be followed as applicable for additions and deductions to contract:

Item	Detail:	Extra/Credit
A	Material (attach itemized quantity and unit cost plus sales tax)	
B	Labor (attach itemized hours and base rates from identified prevailing wage schedules)	
C	General Liability and Builder's Risk Insurance, Workers' Compensation-Insurance, Social Security, Pension and Unemployment Taxes at actual and verified cost. <u>Do not include this amount if OCIP is in place.</u>	
D	Subtotal	
E	Grand total of subcontractor's overhead and profit (including second and third tier subcontractors shall not to exceed 10% of Item (d))	
F	Subtotal	
G	General Contractor's Overhead and Profit, including extended home office overhead, not to exceed 5% of Item (d)	
H	Subtotal	
I	Bond Premium, not to exceed 1% of Item (h)	
J	Total	

E. Regardless of whether the cost of the change order is determined pursuant to 1, 2, or 3, above, in addition to the cost of the material and labor for deleted items, Contractor shall credit back an appropriate and reasonable overhead mark-up and the bonding mark up

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for deleted items. In addition, in no circumstance shall contractor be entitled to subcontractor's overhead costs or mark-up where work is performed by Contractor's own forces.

- F. Should Contractor claim that any instruction, request, drawing, specification, action, condition, omission, default, or other situation (i) obligates the District to pay additional compensation to the Contractor; or (ii) obligates the District to grant an extension of time for the completion of the contract; or (iii) constitutes a waiver of any provision in the contract, CONTRACTOR SHALL NOTIFY THE DISTRICT, IN WRITING, OF SUCH CLAIM AS SOON AS POSSIBLE, BUT IN NO EVENT WITHIN MORE THAN FIVE (5) WORKING DAYS FROM THE DATE CONTRACTOR HAS ACTUAL OR CONSTRUCTIVE NOTICE OF THE CLAIM. CONTRACTOR SHALL ALSO PROVIDE DISTRICT WITH SUFFICIENT WRITTEN DOCUMENTATION SUPPORTING THE FACTUAL BASIS OF THE CLAIM. Contractor shall be required to certify under penalty of perjury the validity and accuracy of any claims submitted. The Contractor's failure to notify the District within such five (5) working day period shall be deemed a waiver and relinquishment of the claim against the District. If such notice be given within the specified time, the procedure for its consideration shall be as stated above in this article. In the event of a dispute as to any work to be performed, the District has the right to direct the Contractor to continue to proceed with work as directed, and the Contractor is obligated to continue performance of work and advise District of its concerns in writing in accordance with the provisions of this subsection f. The procedure for consideration shall be as stated above in this article.
- G. In the event a mutual agreement cannot be reached on the cost of a change order, Contractor and District agree that an industry estimating guide, such as an estimating guide published by Means, shall be used to determine the cost of a disputed change order item.
- H. All costs associated with the change are to be included in the change order proposal to the District. Costs may be in terms of time, money or both.

Article 41. DEDUCTIONS FOR UNCORRECTED WORK

If District deems it inexpedient to correct work injured or not done in accordance with contract, an equitable deduction from contract price shall be made therefore.

Article 42. PAYMENTS BY CONTRACTOR

Contractor shall pay:

- A. For all transportation and utility services not later than the 20th day of the calendar month following that in which such services are rendered,
- B. For all materials, tools, and other expendable equipment to the extent of ninety percent (90%) of cost thereof, not later than the 20th day of the calendar month following that in which such materials, tools, and equipment are delivered at site of project and balance of cost thereof not later than the 30th day following completion of that part of work in or on which such materials, tools, and equipment are incorporated or used, and

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- C. To each of his subcontractors, not later than the 5th day following each payment to Contractor, the respective amounts allowed Contractor on account of work performed by respective subcontractor to the extent of such subcontractor's interest therein.

Article 43. CONTRACTOR'S SUPERVISION

- A. Unless personally present on the premises where work is being done, Contractor shall keep on the work, during its progress, a competent full-time job (project) superintendent satisfactory to District. The job superintendent shall not be changed except with the written consent of District unless the job superintendent proves to be unsatisfactory to Contractor and ceases to be in his employ. The job superintendent shall represent Contractor in his absence and all directions given to him shall be as binding as if given to Contractor. Other directions shall be so confirmed on written request in each case.
- B. Contractor shall give efficient supervision to work, using his best skill and attention to control safety and job coordination. He shall carefully study and compare all drawings, specifications, and other instructions and shall at once report to architect any error, inconsistency or omission which he may discover. The Contractor shall not be liable to District for any damage resulting from errors or deficiencies in the contract documents or other instructions by the architect.

Article 44. INSPECTOR'S FIELD OFFICE

- A. NOT REQUIRED

Article 45. DOCUMENTS ON WORK

- A. Contractor shall keep one copy of all contract documents, including addenda, change orders, Division I, Title 21 of the California Code of Regulations, Parts 1-5 and 12 of Title 24 of the California Code of Regulations, and the prevailing wage rates applicable at the time of the contract, which are a part of contract documents, on job at all times. Said documents shall be kept in good order and shall be available to District representative, architect and his representatives. Contractor shall be acquainted with and comply with the provisions of said Titles 21 and 24 as they relate to this project. (See particularly Duties of the Contractor, Title 24 California Code of Regulations, section 4-343.) Contractor shall also be acquainted with and comply with all California Code of Regulations provisions relating to this project, particularly Titles 17, 19, 21 and 24.)
- B. Contractor shall also make available all books, records, accounts, contracts, bids, etc. upon request of District.

Article 46. RECORD ("AS BUILT") DRAWINGS

- A. Contractor shall maintain a clean, undamaged set of contract drawings and shop drawings. In addition to maintaining one complete set of record drawings (herein referred to as "as-builts"); Contractor shall require each trade to do its own as-builts. The trade as-builts shall contain information showing clean and clear drawings with horizontal and vertical controls suitable for conversion to electronic media. Graphic quality must be equal to clean and clear original drawings; adequacy of the drawings

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shall be determined by the District's representative or architect. Contractor shall mark the set to show the actual installation where the installation varies from the work as originally shown. Contractor shall mark whichever drawings are most capable of showing conditions fully and accurately where shop drawings are used, and shall record a cross-reference at the corresponding location on the contract drawings. Contractor shall give particular attention to concealed elements that would be difficult to measure and record at a later date. Contractor shall use colors to distinguish variations in separate categories of the work.

- B. Contractor shall note related change order numbers where applicable. Contractor shall organize record drawings sheets into manageable sets, bound with durable paper cover sheets and shall print suitable title, dates and other identification on the cover of each set.
- C. At the end of the project, the Contractor shall provide the district representative with a complete set of as-built drawings. The complete set shall contain information showing clean and clear drawings with horizontal and vertical controls suitable for conversion to electronic media. Graphic quality must be equal to clean and clear original drawings; adequacy of the drawings shall be determined by the District's representative or architect. The as-builts must show the entire site for each major trade, including but not limited to water, sewer, electrical, data, telephone, cable, fire, alarm, gas, and plumbing.

Article 47. UTILITY USAGE

- A. All temporary utilities, including but not limited to electricity, water, gas, and telephone used on work shall be furnished and paid for by Contractor. Contractor shall furnish and install necessary temporary distribution systems, including meters, if necessary, from distribution points to points on site where utility is necessary to carry on the work. Upon completion of work, Contractor shall remove all temporary distribution systems.
- B. Contractor shall provide necessary and adequate utilities and pay all costs for water, electricity, gas, oil, and sewer charges required for completion of the project.
- C. All permanent meters installed shall be listed in the Contractor's name until completion occurs, as defined in Article 6 hereof, at which time further pro-rating will be determined if necessary. When District begins using the project, charges over and above power actually used for construction will be the responsibility of the District.
- D. If contract is for construction in existing facilities, Contractor may, with written permission of District, use District's existing utilities by making prearranged payments to District for utilities used by Contractor for construction.

Article 48. SANITARY FACILITIES

The Contractor shall provide a sanitary temporary toilet building as directed by the inspector for the use of all workers. The building shall be maintained in a sanitary condition at all times and shall be left at the site until the inspector directs removal. Use of toilet facilities in the work under construction shall not be permitted except by approval of the inspector.

Article 49. TRENCHES

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If the contract price exceeds \$25,000, the Contractor shall submit to the District or a registered civil or structural engineer employed by the District, 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 the excavation of any trench or trenches five feet or more in depth. If such plan varies from the shoring system standards established by the Construction Safety Orders, the plan shall be prepared by a registered civil or structural engineer. No excavation of such trench or trenches shall be commenced until said plan has been accepted by District or the person to whom authority to accept has been delegated by District.

Article 50. PROTECTION OF WORK AND PROPERTY

- A. The Contractor shall be responsible for all damages to persons or property that occur as a result of his fault or negligence in connection with the prosecution of this contract. Contractor shall be responsible for the proper care and protection of all materials delivered and work performed until completion and final acceptance by the District. All work shall be solely at the Contractor's risk. Contractor shall adequately protect adjacent property from settlement or loss of lateral support as provided by law and contract documents. Contractor shall take all necessary precautions for the safety of employees on the project and shall comply with all applicable safety laws and building codes to prevent accidents or injury to persons on, about, or adjacent to premises where work is being performed. Contractor shall erect and properly maintain at all times, as required by conditions and progress of work, all necessary safeguards, signs, barriers, lights, and watchmen for protection of workers and the public and shall post danger signs warning against hazards created by such features in the course of construction. Contractor shall designate a responsible member of his organization on the work, whose duty shall be prevention of accidents. The name and position of the person so designated shall be reported to District by Contractor.
- B. In an emergency affecting safety of life or of work or of adjoining property, Contractor, without special instruction or authorization from architect or District, is hereby permitted to act, at his discretion, to prevent such threatened loss or injury, and he shall so act, without appeal, if so authorized or instructed by architect or District. Any compensation claimed by Contractor on account of emergency work shall be determined by agreement.
- C. Contractor shall provide such heat, covering, and enclosures as are necessary to protect all work, materials, equipment, appliances, and tools against damage by weather conditions.
- D. Contractor shall take adequate precautions to protect existing sidewalks, curbs, pavements, utilities, adjoining property, and structures, and to avoid damage thereto, and repair any damage thereto caused by construction operations. Contractor shall:
 - (1) Enclose working area with a substantial barricade, arrange work to cause minimum amount of inconvenience and danger to students and faculty in their regular school activities, and perform work which may interfere with school routine before or after school hours. (This subsection applies to new construction on existing sites.)

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- (2) Provide substantial barricades around any shrubs or trees indicated to be preserved.
- (3) Deliver materials to the building area over a route designated by architect.
- (4) When directed by District, take preventive measures to eliminate objectionable dust.
- (5) Confine Contractor's apparatus, the storage of materials, and the operations of his workers to limits indicated by law, ordinances, permits, or directions of architect. Contractor shall not unreasonably encumber premises with his materials. Contractor shall enforce all instructions of District and architect regarding signs, advertising, fires, danger signals, barricades, and smoking and require that all persons employed on work comply with all regulations while on construction site.
- (6) Take care to prevent disturbing or covering any survey markers, monuments, or other devices marking property boundaries or corners. If such markers are disturbed by accident, they shall be replaced by an approved civil engineer or land surveyor, licensed in the State of California, at no cost to the District.

Article 51. LAYOUT AND FIELD ENGINEERING

All field engineering required for laying out this work and establishing grades for earthwork operations shall be furnished by the Contractor at his expense. Such work shall be done by a qualified civil engineer or land surveyor licensed in California and approved by the architect. Any required "as-built" drawings of site development shall be prepared by the qualified civil engineer or land surveyor licensed in California and approved by the architect.

Article 52. REMOVAL OF HAZARDOUS MATERIALS

- A. Since removal and/or abatement of asbestos, PCBs and other toxic wastes and hazardous materials is a specialized field of work with specialized insurance requirements, unless otherwise specified in the contract documents, Contractor shall contract directly for such specialized services. See Document **HAZARDOUS MATERIALS PROCEDURES & REQUIREMENTS DOCUMENT 00815** for additional information.
- B. In the event the Contractor encounters on the site additional material reasonably believed to be asbestos or polychlorinated biphenyl (PCB) which has not been rendered harmless, the Contractor shall immediately stop work in the area affected and report the condition to the District, inspector, and architect in writing. The work in the affected area shall not thereafter be resumed except by written agreement of the District and Contractor if in fact the material is asbestos or PCB and has not been rendered harmless. The work in the affected area shall be resumed in the absence of asbestos or PCB, or when it has been rendered harmless, by written agreement of the District and Contractor, or by arbitration under Article 71 hereof.

Article 53. CUTTING AND PATCHING

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- A. Contractor shall do all cutting, fitting, or patching of work as required to making several parts come together properly and fit it to receive or be received by work of other contractors showing upon, or reasonably implied by, the drawings and specifications for the completed structure. Contractor shall make good after them as architect may direct.
- B. All cost caused by defective or ill-timed work shall be borne by party responsible therefore.
- C. Contractor shall not endanger any work by cutting, excavating, or otherwise altering work and shall not cut or alter work of any other contractor save with consent or at the direction of architect.

Article 54. CLEANING UP

Contractor at all times shall keep premises free from debris such as waste, rubbish, and excess materials and equipment caused by this work. Contractor shall not leave debris under, in, or about the premises. Upon completion of work, Contractor shall clean the interior and exterior of the building or improvement including fixtures, equipment, walls, floors, ceilings, roofs, window sills and ledges, horizontal projections, and any areas where debris has collected so surfaces are free from foreign material or discoloration. Contractor shall clean and polish all glass, plumbing fixtures, and finish hardware and similar finish surfaces and equipment and contractor shall also remove temporary fencing, barricades, planking and construction toilet and similar temporary facilities from site.

Article 55. CORRECTION OF WORK BEFORE FINAL PAYMENT

- A. Contractor shall promptly remove from the premises all work condemned by District as failing to conform to the contract, whether incorporated or not. Contractor shall promptly replace and re-execute his own work to comply with contract documents without additional expense to District and shall bear the expense of making good all work of other contractors destroyed or damaged by such removal or replacement.
- B. If Contractor does not remove such condemned work within a reasonable time, fixed by written notice, District may remove it and may store the material at Contractor's expense. If Contractor does not pay expenses of such removal within ten (10) days' time thereafter, District may, upon ten (10) days' written notice, sell such materials at auction or at private sale and shall account for net proceeds thereof, after deducting all costs and expenses that should have been borne by Contractor.

Article 56. ACCESS TO WORK

District and its representatives shall at all times have access to work wherever it is in preparation or progress. Contractor shall provide safe and proper facilities for such access so that District's representatives may perform their functions under contract.

Article 57. OCCUPANCY

District reserves the right to occupy buildings at any time before completion, and such occupancy shall not constitute final acceptance of any part of work covered by this contract.

Article 58. DISTRICT'S INSPECTOR

- A. If applicable, an inspector will be employed by District in accordance with requirements of Title 24 of the California Code of Regulations and will be assigned to the work. His duties are specifically defined in Part 1, Title 24, Section 4-342 of the California Code of Regulations.
- B. All work shall be under the observation of said inspector. He shall have free access to any or all parts of work at any time. Contractor shall furnish inspector reasonable facilities for obtaining such information as may be necessary to keep him fully informed respecting progress and manner of work and character of materials. Inspection of work shall not relieve Contractor from any obligation to fulfill this contract. Inspector or architect shall have authority to stop work whenever the provisions of the contract documents are not being complied with and Contractor shall instruct his employees accordingly.

Article 59. TESTS AND INSPECTIONS

- A. If contract, District's instructions, laws, ordinances, or any public authority require any work to be specially tested or approved, Contractor shall give notice in accordance with such authority of its readiness for observation or inspection **at least two (2) working days prior to being tested or covered up**. If inspection is by a public authority other than District, Contractor shall inform District of date fixed for such inspection. Required certificates of inspection shall be secured by Contractor. Observations by District shall be promptly made and where practicable at source of supply. If any work should be covered up without approval or consent of District, it must, if required by District, be uncovered for examination and satisfactorily reconstructed at Contractor's expense in compliance with the contract. Costs for testing and inspection shall be paid by District. Costs of tests of any materials found not to be in compliance with the contract shall be paid by the Contractor.
- B. Where such inspection and testing are to be conducted by an independent laboratory or agency, such materials or samples of materials to be tested shall be selected by such laboratory or agency, or District's representative, and not by Contractor.
- C. In advance of manufacture of materials to be supplied by Contractor under the contract, which by the terms of the contract must be tested, Contractor shall notify District in advance so that District may arrange for testing of same at the source of supply. Any materials shipped by Contractor from the source of supply prior to having satisfactorily passed such testing and inspection, or prior to receipt of notice from District's representative that such testing and inspection will not be required, shall not be incorporated into the work without the prior approval of District and subsequent testing and inspection.
- D. Re-examination of questioned work may be ordered by District. If so ordered, work must be uncovered by Contractor. If such work is found to be in accordance with the contract documents, District shall pay the costs of re-examination and replacement. If such work be found not to be in accordance with the contract documents, Contractor shall pay such costs.

Article 60. SOILS INVESTIGATION REPORT

Except as provided in Article 68, (unless otherwise specifically provided) when a soils investigation report obtained from test holes at the site is available, such report shall not be a part of this contract. Nevertheless, with respect to any such soils investigation and/or geotechnical report regarding the site, it shall be the responsibility of the Contractor to review and be familiar with such report. Any information obtained from such report or any information given on drawings as to subsurface soil condition or to elevations of existing grades or elevations of underlying rock is approximate only, is not guaranteed, and does not form a part of the contract, unless otherwise specifically provided. Contractor is required to make a visual examination of site and must make whatever tests he deems appropriate to determine the underground condition of the soil. Limited soil tests and subsurface investigations, if any, are available for review and consideration by Contractor and were conducted for the purpose of design only. Subsurface investigation information is made available by District solely as a matter of convenience and general information for Contractor and Contractor is expected to review and be familiar with such information. No representation is made by District or Architect that information provided is completely representative of all conditions and materials which may be encountered. If such a report is referenced in the contract documents for performance of the Work, such reference shall be to establish minimum requirements only. Further, no representation is made by District or Architect that information provided is solely adequate for purposes of construction. District disclaims responsibility for interpretations by Contractor of soil and subsurface investigation information, such as in protecting soil-bearing values, rock profiles, presence and scope of boulders and cobbles, soil stability and the presence, level and extent of underground water. Contractor shall determine means, methods, techniques and sequences necessary to achieve required characteristics of completed Work. Conditions found after execution of the Agreement to be materially different from those reported and which are not customarily encountered in the geographic area of the Work shall be governed by provisions of the General Conditions of the Contract for unforeseen conditions.

Article 61. ARCHITECT'S STATUS

- A. In general and where appropriate and applicable, the architect shall be the District's representative during the construction period and shall observe the progress and quality of the work on behalf of the District. He shall have the authority to act on behalf of District only to the extent expressly provided in the contract documents. After consultation with the Inspector and after using his best efforts to consult with the District, the architect shall have authority to stop work whenever such stoppage may be necessary in his reasonable opinion to insure the proper execution of the contract.
- B. Contractor further acknowledges that the architect shall be, in the first instance, the judge of the performance of this contract.

Article 62. ARCHITECT'S DECISIONS

Contractor shall promptly notify District in writing if the architect fails within a reasonable time, make decisions on all claims of the District or Contractor and on all other matters relating to the execution and progress of the work.

Article 63. PROVISIONS REQUIRED BY LAW DEEMED INSERTED

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Each and every provision of law and clause required by law to be inserted in this contract shall be deemed to be inserted herein and the contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon application of either party, the contract shall forthwith be physically amended to make such insertion or correction.

Article 64. LABOR/EMPLOYMENT SAFETY

The Contractor shall maintain emergency first aid treatment for his employees which complies with the Federal Occupational Safety and Health Act of 1970 (29 USC, section 651 et seq.).

Article 65. NOTICE OF TAXABLE POSSESSORY INTEREST

The terms of this document may result in the creation of a possessory interest. If such a possessory interest is vested in a private party to this document, the private party may be subjected to the payment of personal property taxes levied on such interest.

Article 66. ASSIGNMENT OF ANTITRUST ACTIONS

Contractor or subcontractor offers and agrees to assign to District all rights, title, and interest in and to all causes of action it may have under section 4 of the Clayton Act (15 USC, section 15) or under the Cartwright Act (chapter 2 (commencing with section 16700) of part 2 of division 7 of the Business and Professions Code), arising from the purchase of goods, services, or materials pursuant to this contract or any subcontract. This assignment shall be made and become effective at the time District tenders final payment to the Contractor, without further acknowledgment by the parties.

Article 67. SUBSTITUTION OF SECURITY

- A. Upon the Contractor's request, the District will make payment of funds withheld from progress payments to ensure performance under the contract pursuant to the requirements of Public Contract Code section 22300 if the Contractor deposits in escrow with the District or with a bank acceptable to the District, securities eligible for investment under Government Code section 16430, bank or savings and loan certificates of deposit, or other security mutually agreed to by the Contractor and the District, subject to the following conditions:
- (1) The Contractor shall bear the expense of the District and the escrow agent, either the District or the bank, in connection with the escrow deposit made.
 - (2) Securities or certificates of deposit to be placed in escrow shall be of a value at least equivalent to the amounts of retention to be paid to the Contractor pursuant to this section.
 - (3) The Contractor shall enter into an escrow agreement satisfactory to the District, which agreement shall include provisions governing inter alia:
 - (a) The amount of securities to be deposited,

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- (b) The providing of powers of attorney or other documents necessary for the transfer of the securities to be deposited,
 - (c) Conversion to cash to provide funds to meet defaults by the Contractor, including, but not limited to, termination of the Contractor's control over the work, stop notices filed pursuant to law, assessment of liquidated damages or other amounts to be kept or retained under the provisions of the contract,
 - (d) Decrease in value of securities on deposit,
 - (e) The termination of the escrow upon completion of the contract.
- (4) The Contractor shall obtain the written consent of the surety to such agreement.
 - (5) As an alternative to Contractor depositing into escrow securities of a value equivalent to the amounts of retention to be paid to the Contractor, upon Contractor's request, District will make payment of retentions earned directly to the escrow agent at the expense of Contractor pursuant to and in accordance with Public Contract Code section 22300.

Article 68. EXCAVATIONS DEEPER THAN FOUR FEET

If this contract involves digging trenches or other excavations that extend deeper than four feet below the surface, then all of the following shall apply:

- A. The Contractor shall promptly, and before the following conditions are disturbed, notify the District, in writing, of any:
 - (1) Material that the Contractor believes may be material that is hazardous waste, as defined in section 25117 of the Health and Safety Code, that is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law.
 - (2) Subsurface or latent physical conditions at the site differing from those indicated.
 - (3) Unknown physical conditions at the site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the contract.
- B. Upon receiving any such notice, the District shall promptly investigate the conditions, and if it finds that the conditions do materially so differ, or do involve hazardous waste, and cause a decrease or increase in the Contractor's cost of, or the time required for, performance of any part of the work District shall issue a change order under the procedures described in this contract.
- C. In the event that a dispute arises between the District and the Contractor whether the conditions materially differ, or involve hazardous waste, or cause a decrease or increase in the Contractor's cost of, or time required for, performance of any part of the work, the Contractor shall not be excused from any scheduled completion date provided for by this

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contract, but shall proceed with all work to be performed under the contract. A contractor shall retain any and all rights provided either by contract or by law which pertain to the resolution of disputes and protests between the contracting parties. (Public Contract Code section 7104).

Article 69. COMPLIANCE WITH STATE STORM WATER PERMIT FOR CONSTRUCTION

- A. The Contractor shall be required to comply with all conditions of the State Water Resources Control Board (State Water Board) National Pollutant Discharge Elimination System General Permit for Waste Discharge Requirements for Discharges of Storm Water Runoff Associated with Construction Activity (Permit) for all construction activity which results in the disturbance of in excess of one acre of total land area or which is part of a larger common area of development or sale. The Contractor shall be responsible for filing the Notice of Intent and for obtaining the Permit. The Contractor shall be solely responsible for preparing and implementing a Storm Water Pollution Prevention Plan (SWPPP) prior to initiating Work. It shall be Contractor's responsibility to evaluate the cost of compliance with the SWPPP in bidding on this contract. Contractor shall comply with all requirements of the State Water Resources Control Board. Contractor shall include all costs of compliance with specified requirements in the contract amount.
- B. Contractor shall be responsible for implementing and complying with the provisions of the Permit and the SWPPP, including the standard provisions, monitoring and reporting requirements as required by Permit. Contractor shall provide copies of all reports and monitoring information to District.
- C. Contractor shall comply with the lawful requirements of any applicable municipality, the County, drainage district, and other local agencies regarding discharges of storm water to separate storm drain system or other watercourses under their jurisdiction, including applicable requirements in municipal storm water management programs.
- D. Failure to comply with the Permit is a violation of federal and state law. Contractor hereby agrees to indemnify and hold harmless District, its Board Members, officers, agents, employees and authorized volunteers from and against any and all claims, demands, losses or liabilities of any kind or nature which District, its Board Members, officers, agents, employees and authorized volunteers may sustain or incur for noncompliance with the Permit arising out of or in connection with the project, except for liability resulting from the negligence or willful misconduct of District, its Board Members, officers, agents, employees or authorized volunteers. District may seek damages from Contractor for delay in completing the contract in accordance with Article 6 hereof, caused by Contractor's failure to comply with Permit.

Article 70. RESOLUTION OF CONSTRUCTION CLAIMS OF \$375,000 OR LESS

- A. For public work claims of \$375,000 or less between Contractor and District, if District has not elected to resolve disputes by arbitration pursuant to article 7.1 (commencing with section 10240) of chapter 1 of part 2 of the Public Contract Code, the provisions of article 1.5 (commencing with section 20104) of chapter 1 of part 3 of the Public Contract Code apply ("Article 1.5").

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- B. For purposes of Article 1.5, "public work" has the same meaning as in sections 3100 and 3106 of the Civil Code. "Claims" means a separate demand by Contractor for a time extension, or payment of money or damages for work done by or for Contractor, payment for which is not otherwise expressly provided in the contract or to which Contractor would not otherwise be entitled, or a payment disputed by District.
- C. Each claim shall be submitted in writing before the date of final payment and shall include all necessary substantiating documentation. District shall respond in writing within forty-five (45) days of receipt of the claim if the claim is less than \$50,000 ("50,000 claim") or within sixty (60) days of receipt of the claim, if the claim is over \$50,000 but less than or equal to \$375,000 ("50,000-\$375,000 claim"). In either case, District may request in writing within thirty (30) days of receipt of the claim, any additional documentation supporting the claim or relating to defenses to the claim the District may have against the claimant. Any additional information shall be requested and provided upon mutual agreement of the District and the claimant. District's written response to the claim shall be submitted to claimant within fifteen (15) days after receipt of the further documentation for 50,000 claims or within thirty (30) days after receipt of the further documentation for 50,000-\$375,000 claims or within a period of time no greater than that taken by the claimant in producing the additional information, whichever is greater.
- D. Within fifteen (15) days of receipt of the District's response, if claimant disputes District's written response or within fifteen (15) days of the District's failure to respond within the time prescribed, the claimant shall provide written notification to District demanding an informal conference to meet and confer ("conference") to be scheduled by the District within thirty (30) days. If the claim or any portion of the claim remains in dispute following the meet and confer ("meet and confer conference") to be scheduled by the District within 30 days, the claimant may file a claim as provided in Chapter 1 (commencing with section 900) and Chapter 2 (commencing with section 910) of Part 3 of Division 3.6 of Title 1 of the Government Code. For purposes of those provisions, the period of time within which a claim must be filed is tolled from the time the claimant submits a written claim until the time the claim is denied, including time utilized as a result of the meet and confer process, including times utilized by the meet and confer process.
- E. If a civil action is filed to resolve claims within sixty (60) days (but no earlier than thirty (30) days) following the filing or responsive pleadings, the court shall submit the matter to nonbinding mediation unless waived by mutual stipulation of both parties. The mediation process shall provide that both parties select a disinterested third person mediator within fifteen (15) days, shall be commenced within thirty (30) days of the submittal and concluded within fifteen (15) days from the commencement of the mediation unless time is extended upon a good cause showing to the court or by stipulation of both parties. If the parties fail to select a mediator within the 15-day period, any party may petition the court to appoint the mediator.
- F. If the matter remains in dispute, the case shall be submitted to judicial arbitration pursuant to chapter 2.5 (commencing with section 1141.10) of title 3 of part 3 of the Code of Civil Procedure, notwithstanding section 1141.11 of that code. The Civil Discovery Act of 1986 (article 3 [commencing with section 2016] of chapter 3 of title 3 or part 4 of the Code of Civil Procedure) shall apply to any proceeding brought under this

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subdivision consistent with the rules pertaining to judicial arbitration. The court may, upon request by any party, order any witness to participate in the mediation or arbitration process.

- G. Notwithstanding any other provision of law, upon stipulation of the parties, arbitrators appointed for purposes of this article shall be experienced in construction law and, upon stipulation of the parties, mediators and arbitrators shall be paid necessary and reasonable hourly rates not to exceed their customary rate. Such fees and expenses shall be paid equally by the parties, except in the case of arbitration where the arbitrator, for good cause, determines a different division. In no event shall these fees or expenses be paid by state or county funds. Any party who, after receiving an arbitration award requests a trial de novo but does not obtain a more favorable judgment, shall pay the attorney's fees of the other party arising out of the trial de novo in addition to payment of costs and fees required under chapter 2.5 (commencing with section 1141.10) of title 3 of part 3 of the Code of Civil Procedure. District shall not fail to pay any portion of a claim which is undisputed unless otherwise provided herein and shall pay interest at the legal rate commencing on the date the suit is filed in court on any arbitration award or judgment.
- H. Any arbitration, mediation or other forms of alternate dispute resolution shall be handled within the boundaries of the District unless otherwise mutually agreed.

Article 71. RESOLUTION OF CONSTRUCTION CLAIMS IN EXCESS OF \$375,000

- A. If a dispute in excess of a total value of \$375,000, arises out of, or relates to this contract, or the breach thereof, and if said dispute cannot be settled through normal contract negotiations, the parties agree that as a condition precedent to the initiation of litigation, the dispute shall first be submitted to mediation pursuant to this Article 71. The mediation is voluntary, non-binding, and intended to provide an opportunity for the parties to evaluate each other's cases and arrive at a mutually agreeable resolution of the dispute. These provisions relating to voluntary mediation shall not be construed or interpreted as mandatory arbitration.
- B. Either party may initiate mediation by notifying the other party or parties in writing. A Request for Mediation shall contain a brief statement of the nature of the dispute or claim, and the names, addresses, and phone numbers of all parties to the dispute or claim, and those, if any, who will represent them in the mediation.
- C. The mediation process set forth in this section shall be administered by the American Arbitration Association (AAA) and governed by their rules in effect at the time of filing, or by any other neutral organization agreed to by the parties (hereinafter called "Administrator").
- D. The costs for all mediation, including the administrative fees and mediator compensation, will be shared equally by all parties. Fees shall be jointly negotiated by all parties directly with the Administrator. The expenses of witnesses for any party shall be paid by the party producing such witnesses.
- E. A single mediator, acceptable to all parties, shall be used to mediate the dispute. The mediator will be knowledgeable in construction matters and will be selected from lists

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furnished by the Administrator. The initial mediation session shall commence within thirty (30) days of filing, unless otherwise agreed by the parties, or at the direction of the mediator.

- F. At least ten (10) days before the first scheduled mediation session, each party shall provide the mediator a brief memorandum setting forth its position with regard to the issues that need to be resolved. At the discretion of the mediator, such memoranda may be mutually exchanged by the parties. At the first session, the parties will be expected to produce all information reasonably required for the mediator to understand the issue presented. The mediator may require each party to supplement such information.
- G. Mediation hearings will be conducted in an informal manner and discovery will not be allowed unless agreed to by all parties. All discussions, statements, or admissions will be confidential to the proceedings and will not be used for any other purpose as they relate to either party's legal position. There shall be no stenographic record of the mediation.
- H. Mediation sessions are private. The parties and their representatives may attend mediation sessions. Other persons may attend only with the permission of the parties and with the consent of the mediator. The parties may have an attorney present and shall advise the other parties no less than five (5) working days before the mediation of their intent to have an attorney present, so that the other parties may also have their attorneys present.
- I. The mediator does not have authority to impose a settlement on the parties but will attempt to assist the parties in reaching a satisfactory resolution of their dispute. The mediator is authorized to conduct joint and separate meetings with the parties and to make oral and written recommendations for settlement. Whenever necessary, the mediator may also obtain expert advice concerning technical aspects of the dispute, provided the parties agree and assume the expenses of obtaining such advice. Arrangements for obtaining such advice shall be made by the mediator or the parties, as the mediator shall determine.
- J. The mediator is authorized to end the mediation whenever, in the mediator's judgment, further efforts at mediation would not contribute to a resolution of the dispute between the parties.
- K. Any resultant agreements from mediation shall be documented in writing, as agreed upon during the mediation, and may be used as the basis for a change order or other directive as appropriate. All mediation results and documentation shall be non-binding and inadmissible for any purpose in any legal proceedings, unless such admission is otherwise agreed in writing by all parties. Mediators shall not be subject to any subpoena or liability and their actions shall not be subject to discovery in subsequent proceedings.
- L. The Mediation shall be terminated by the execution of a Settlement Agreement by the parties; by a written declaration of the Mediator to the effect that further efforts at Mediation are no longer worthwhile; or by a written declaration of a party or parties to the effect that the Mediation proceedings are terminated.

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- M. If mediation is unsuccessful in resolving the dispute, the parties thereafter may agree to submit the matter to the Administrator for binding arbitration. The parties agree that the matter shall be submitted to one (1) arbitrator, unless they agree to three (3) arbitrators in writing. The parties further agree that they will faithfully observe this agreement, and that the parties will abide by and perform any award rendered by the arbitrator(s), that a judgment of a court having competent jurisdiction may be entered upon the award, and that such judgment shall be enforceable as a final judgment to the fullest extent under the law. The parties agree to split evenly all arbitration and arbitrator(s) fees and expenses. The arbitration shall be subject to, and proceed in accordance with California Code of Civil Procedure, Section 1280 through 1294.2. If the parties do not agree to submit to binding arbitration, neither party is prevented from pursuing other legal remedies.
- N. Any arbitration, mediation or other forms of alternate dispute resolution shall be handled within the boundaries of the District unless otherwise mutually agreed.

Article 72. GOVERNING LAW AND VENUE

This Contract shall be governed in accordance with the laws of the State of California and venue shall be in San Diego County.

Article 73. FINGERPRINTING

District Determination of Fingerprinting Requirement Application is set forth in the Special Conditions.

- A. Contracts for Construction, Reconstruction, Rehabilitation or Repair of a School Facility Involving **More than Limited Contact with Students.**

If the District determines based on the totality of the circumstances concerning the Project that the Contractor and Contractor's employees are subject to the requirements of Education Code section 45125.2 pertaining to Contracts for Construction, Reconstruction, Rehabilitation or Repair of a School Facility because they will have contact other than limited contact with pupils, by execution of the Agreement/Contract, the Contractor acknowledges that Contractor is entering into a contract for the construction, reconstruction, rehabilitation, or repair of a school facility where the Contractor and/or Contractor's employees will have more than limited contact with students and the services to be provided do not constitute an emergency or exceptional situation. In accordance with Education Code section 45125.2 the Contractor shall, at Contractor's own expense, (a) install a physical barrier to limit contact with students by Contractor and/or Contractor's employees, or (b) provide for the continuous supervision and monitoring of the Contractor and/or Contractor's employees by an employee of the Contractor who has received fingerprint clearance from the California Department of Justice, or (c) provide for the surveillance of the Contractor and Contractor's employees by a District employee.

- B. Contracts for Construction, Reconstruction Rehabilitation or Repair of a School Facility Involving **Only Limited Contact with Students.**

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If the District determines based on the totality of the circumstances concerning the Project that the Contractor and Contractor's employees are subject to the requirements of Education Code section 45125.2 pertaining to Contracts for Construction, Reconstruction, Rehabilitation or Repair of a School Facility because they will have only limited contact with pupils, by execution of the Agreement/Contract, the Contractor acknowledges that Contractor is entering into a contract for the construction, reconstruction, rehabilitation or repair of a school facility involving only limited contact with students. Accordingly, the parties agree that the following conditions apply to any work performed by the Contractor and/or Contractor's employees on a school site: (1) Contractor and/or Contractor's employees shall check in with the school office each day immediately upon arriving at the school site; (2) Contractor and/or Contractor's employees shall inform school office staff of their proposed activities and location at the school site; (3) Once at such location Contractor and/or Contractor's employees shall not change locations without contacting the school office; (4) Contractor and Contractor's employees shall not use student restroom facilities; and (5) If Contractor and/or Contractor's employees find themselves alone with a student, Contractor and Contractor's employees shall immediately contact the school office and request that a member of the school staff be assigned to the work location.

Article 74. COMPLIANCE WITH DTSC GUIDELINES – IMPORTED SOILS

If the project requires the use of imported soils, the Contractor shall be responsible to use and shall certify that the imported material it uses is free of any hazardous and/or toxic substance or material of any nature or type as defined in accordance with California Law and the California Health and Safety Code. The District reserves the right to reject any imported material that has come from agricultural or commercial land uses. Contractor must notify the District of the source of material and comply with the San Diego Regional Water Quality Control Board Resolution 95-63 and when applicable, with the guidelines of the Department of Toxic Substances Control (DTSC).

Article 75. NO ASBESTOS

- A. The Contractor will be required to execute and submit a Certificate Regarding Non-Asbestos Containing Materials.
- B. Removal of asbestos containing materials is part of the Project, and decontaminations and removals will be performed in accordance with the requirements of all applicable laws and will meet the following criteria:
 - (1) Decontamination and removal of work found to contain asbestos or work installed with asbestos containing equipment shall be done only under the supervision of a qualified consultant, knowledgeable in the field of asbestos abatement and accredited by the Environmental Protection Agency (EPA).
 - (2) The asbestos removal contractor shall be an EPA accredited contractor qualified in the removal of asbestos and shall be approved by the asbestos consultant who shall have sole discretion and final determination in this matter.

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- (3) The asbestos consultant shall be chosen and approved by the District which shall have sole discretion and final determination in this matter.
 - (4) The work will not be accepted until asbestos contamination is reduced to levels deemed acceptable by the asbestos consultant.
- C. Removal of asbestos containing materials is part of the project. The cost of all asbestos removal, including, the cost of the asbestos removal contractor shall be borne entirely by the Contractor. The cost of the asbestos consultant/analytical and laboratory fees shall be borne by the District.
- D. Hold Harmless: Interface of work for the Project with work containing asbestos shall be executed by the Contractor at his/her risk and at his/her discretion with full knowledge of the currently accepted standards, hazards, risks and liabilities associated with asbestos work and asbestos containing products. By execution of the Agreement, the Contractor acknowledges the above and agrees to the fullest extent permitted by law to hold harmless the District, its Governing Board, employees, agents, representatives, including its architect and assigns, for all asbestos liability which may be associated with this work. The Contractor further agrees to instruct his/her employees with respect to the above-mentioned standards, hazards, risk and liabilities.

ARTICLE 76. LABOR COMPLIANCE PROGRAM

This contract is subject to a labor compliance program, as described in subdivision (b) of Section 1771.5 of the Labor Code. The Labor Compliance Program is incorporated by reference into the Contract and it will be enforced as required by state law and regulations and the Director of the Department of Industrial Relations. That law requires that District's labor compliance program shall include, but not be limited to, the following requirements:

- A. All bid invitations and public works contracts shall contain appropriate language concerning the requirements of this chapter.
- B. A pre-job conference shall be conducted with the contractor and subcontractors to discuss federal and state labor law requirements applicable to the contract.
- C. Project contractors and subcontractors shall maintain and furnish, at a designated time, a certified copy of each weekly payroll containing a statement of compliance signed under penalty of perjury.
- D. The District shall review, and, if appropriate, audit payroll records to verify compliance with this chapter.
- E. The District shall withhold contract payments when payroll records are delinquent or inadequate.
- F. The District shall withhold contract payments equal to the amount of underpayment and applicable penalties when, after investigation, it is established that underpayment has occurred.

Article 77. Disabled Veterans Participation Goals and Record Retention

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- A. In accordance with Education Code section 17076.11, this District has a participation goal for disabled veteran business enterprises ("DVBE") of at least 3 percent per year of the overall dollar amount of funds allocated to the District.
- B. The Contractor agrees that, for all contracts subject to DVBE participation goals, the State and the District have the right to review, obtain and copy all records pertaining to performance of the contract in accordance with DVBE requirements. The Contractor agrees to provide the State or the District with any relevant information requested and shall permit the State and/or the District access to its premises upon reasonable notice for purposes of interviewing employees and inspecting records. The Contractor agrees to maintain such records for a period of three years after final payment under the contract.

Article 78. Notification of Third Party Claims

The District shall provide the Contractor with timely notification of the receipt by the District of any third party claim relating to this contract, and the District may charge back to the Contractor the cost of any such notification.

END OF GENERAL CONDITIONS DOCUMENT

Section 008050

Scope of Work- Lighting and Fixture replacements at HEC National City and Chula Vista

Project Scope:

Overview.

The District is requesting services to provide labor, equipment, and ancillary materials for installation of lighting retrofit energy savings measures. The T8-25w bulbs and Troffer LED Lighting Fixtures and bulbs will be provided by District.

1. At the Higher Education Center NC, 880 National City Blvd, National City replacement of 1800, T8-32w, with District provided materials, T8-25w bulbs
2. At the Chula Vista Main Campus, 900 Otay Lakes Road, Chula Vista CA. in the 400 and 500 series of buildings removal of 1205 existing 2' x 4' T8 fixtures and replacement with District provided 2' x 4' Troffer LED Lighting fixture and calibration of lighting fixtures wireless dimming and daylight harvesting to provide adequate lumens and energy management.

Explanation of Scope of Work.

- 1- Higher Education Center (HEC) National City 800 Main Street, National City requires the replacement of 1800 T8-32w lamps with new T8-25w lamps in existing fixtures in both the two story commercial style building (33,974 assignable sf/48,248 outside sf) consisting of classrooms and offices, and the multi level parking garage(3 levels, 500+ parking spaces). The new lamps will be provided by Southwestern Community College District. Existing fixtures (ballast, diffusers, trays, structural mountings) will be utilized. Contractor will provide equipment and labor to access lights and make replacements. The old T8-32w bulbs will be placed back in boxes (provided by District) for proper salvage or disposal by the District. **All work will be only accomplished (Monday to Friday from 10 PM at night to 6:30 AM the following day).** No new circuits or electrical circuit wiring is anticipated or requested.
- 2- Southwestern Community College District , Chula Vista Campus work is in Bldgs 400 and 500 series buildings consists of entering classrooms, laboratories, and offices to remove and replacement existing fixtures and lights with District provided DLC approved, Troffer light fixtures with LED bulbs.

- a. District will not configure rooms (e.g. move chairs or tables) during construction. Contractor may re configure furniture as necessary for access and execution but must return room to original condition in time for following days activities.
- b. The contractor will provide all labor and equipment to access light fixtures and remove the old existing fixture tray with T8 bulbs and ballast for transportation to District Maintenance area for disposal by District.
- c. Once old trays are removed contractor will wire up to existing electric service, and mount new Troffer light fixture in same locations. Contractor will return location to pre-existing condition by replacing drop ceiling tiles, and vacuum up fallen debris.
- d. The old fixtures will be organized and turned over to District personnel in the Maintenance Department. The contractor will not be require to ensure proper disposal , including Hazardous Material manifesting and tracking once the material is properly turned over to District's responsible party (this may mean staging of fixtures and bulbs in Maintenance yard prior for eventual disposal) BY DISTRICT.
- e. No new circuits or electrical circuit wiring is anticipated or requested. All fixture replacement work will be scheduled on a not to interfere basis with regularly scheduled activities.
- f. Upon installation of new Troffer fixture contractor will be responsible for "commissioning" of room lighting, which will consist of fixtures and adjusting wireless dimming and daylight harvesting in accordance with the most current Illuminating Engineering Society of North America (IESNA) handbook and recommended manufacturer instructions for classroom and other relevant occupancies.

Time of Construction Activity:

For both locations (Higher Educational Center National City) and Chula Vista main campus all construction and replacements must take place no sooner than 10 PM nor no later than 6:30 AM following day, Monday to Friday. The contractor may also work Saturdays and Sundays but must comply to the time window mentioned previously.

Period of Performance

The contractor has available the following period of performance at the time notified in the previous schedule. Field removal/construction may commence no sooner that the Notice To Proceed and may end no later than June 30, 2014. It is anticipated the contractor will have 30 calendar days to accomplish the work.

Materials:

Southwestern Community College District will provide the T8-25w bulbs and Troffer LED Lighting fixture with LED bulbs and installation kits as materials in sufficient quantities to ensure completion of the scope of work. The successful bidder will provide sundries (additional trade specific materials necessary to ensure installation (electricians tape, wire nuts, etc) in the course of installation to ensure proper installation.

T8-25w bulbs

T8-25w lamps for all re lamping actions and locations (National City campus) Count: 1800

Troffer LED Lighting fixture with LED

Troffer LED Lighting fixture with LED bulbs See ATTACHMENT (A) for all fixture replacements / LED lighting conversion. CR24 2' x 4' Architectural LED Troffer Count: 1204

All new T8 bulbs and Troffer LED lighting fixtures with LED bulbs, will be provided by the District staged and stored at Southwestern Community College District , 900 Otay Lake Road, Chula Vista campus at a location to be determined by the District.

The contractor will utilize these staged materials (T8 -25w, and Troffer LED Lights) as the supply for the project. Contractor will request count for weekly work and will sign for FOB and acceptance of materials prior to commencing work. When taking the lamps and or fixtures for installation at the District's location, the contractor may spend reasonable amount of time to ensure the lamps and fixtures are new and in good working order. Once the contractor departs for installation with the lamping material, they warrant the materials acceptable for installation and use. All manufacturer product warranties will be available to Contractor.

The District will retain all supplier and manufacturer material guarantee and warranty information for the bulbs and will make these available for the Contractor.

All other sundries materials (wire, tape, nuts, etc) necessary for proper installation at locations will be at the contractor's expense.

COMMISSIONING AND CALIBRATION OF LED FIXTURES

District provided Troffer LED Light Fixtures include wireless 0-10V -dimming and automatic light calibration sensing units that enable the fixture to automatically adjust to ambient light wirelessly through a single remote control (CREE Smartcast or equivalent). Contractor will provide all labor and equipment to configure and adjust lighting on fixtures in each room as follows:

- Form groups out of the fixtures in each room.
- Configure secure lighting networks

- Using the dimming function, set the max power of each fixture to meet the minimum lighting requirements of IESNA Handbook. Average lighting levels and measurements must comply with the most current IESNA recommended practices.
- Calibrate the ambient light sensors during full daylight conditions and commission the daylight harvesting feature of each room.
- Setup and test the fixture integrated motion sensors, and adjust timeout settings and occupied/unoccupied levels.

Initial configuration of the lighting control system shall occur from Monday to Friday from 10 PM to 6:30 AM. Additional configuration of the daylight harvesting function and final dimming settings shall occur during periods of full sun. Coordinate access requirements with the District.

POST INSTALLATION SUBMITTAL REQUIREMENTS

The contractor shall submit a spreadsheet of the following measured values for each room by June 30, 2014:

- Building Number
- Room Name & Number
- Number of Installed Lighting Fixtures
- Final Measured Average Room Lighting Level in Lumens or Footcandles. See IESNA Handbook for approved measurement procedure.
- Final Adjusted Room Lighting Power in Watts.

Existing ceiling and system conditions:

The District assures that no asbestos tile or lead based paint is present in any of the materials the contractor will come in contact. The District assures the contractor that electrical services are adequate to assure proper operation of the T8 lamps and the new Troffer LED light fixtures. All building circuitry, wiring, and controls systems are considered adequate and functioning.

Schematic Layouts

The bid package provides the schematic layouts of the buildings and structures in which the lighting and fixture replacements will occur. Contractor should field verify layout of existing conditions. **Approximate areas and room usages for the Chula Vista buildings are provide in Table 1**

National City Site Plan (for Parking Garage)	008050 Attachment (B)
National City Bldg 7000 Lower floor	008050 Attachment (C)
National City Bldg 7000 Upper floor	008050 Attachment (D)

Chula Vista Bldgs

400	008050 Attachment (E)
410	008050 Attachment (F)
430	008050 Attachment (G)
440	008050 Attachment (H)
450	008050 Attachment (I)
470	008050 Attachment (J)
500	008050 Attachment (K)
510	008050 Attachment (L)
540	008050 Attachment (M)
550	008050 Attachment (N)
570	008050 Attachment (O)

FIELD VERIFICATION OF EXISTING CONDITIONS MAY 2, 2014

It is the **sole and explicit duty of the bidders to field verify room conditions** on the day of the mandatory job site meeting. District Staff will provide access as requested and necessary during regular working hours on Friday May 2, 2014 for perspective bidders to satisfy themselves with representative or exact conditions (number of fixtures, location of fixtures, layout of rooms, furniture in rooms, ceiling systems, etc) for their bid. Information provided in **Attachments B through O, are schematic in nature and are not considered definitive drawings** and the district does not make any warranty or guarantee explicit or otherwise to the authenticity. **Bidders rely on this information at their own risk.**

(Table 1) 400 and 500 Series Buildings Room Use and Approximate Square Footage

Area	Building	Area
		sf
Offices	400	389
Lounge	400	114
Corridor	400	349
Classroom	410	5322
Classroom	430	2791
Offices	430	1128
Classroom	440	2760
Offices	450	1090
Classroom	470	5111
Offices	470	1704
Lounge	470	331
Laboratories	500	4999
Offices	500	143
Laboratories	510	2923
Offices	510	341
Laboratories	540	2307
Offices	540	385
Classroom	550	3897
Offices	550	935
Classroom	570	3861
Offices	570	386

CR24™

2'x4' Architectural LED Troffer

SWC Bid No. 1314-198
Attachment A, Page 1

Product Description

The CR24 Architectural LED High Efficiency (HE) troffer delivers up to 130 lumens per watt of exceptional 90 CRI light at 4000 lumens. This breakthrough performance is achieved by combining the high efficacy and high-quality light of Cree TrueWhite™ Technology with a unique thermal management design. The CR24 High Definition (HD) option delivers enhanced spectrum 80+ CRI color quality. The CR24 product family is available in warm, neutral, cool, or daylight color temperatures and has step, 0-10V, or Lutron EcoSystem™ Enabled dimming options. Its compact, lightweight design makes the CR24 perfect for use in commercial new construction or renovated spaces.

Performance Summary

Utilizes Cree TrueWhite™ Technology or High Definition Color Quality

Active Color Management

Room-Side Heat Sink

Assembled in the US & Mexico

Efficacy: 90-130 LPW

Delivered Light Output: 2200, 3100, 4000, 5000 lumens

Input Power: 22-50 watts

CRI: 90 CRI (Cree TrueWhite™ Technology), 80+ CRI (High Definition)

CCT: 3000K, 3500K, 4000K, 5000K

Input Voltage: 120-277 VAC or 347 VAC*

Warranty: 10 years

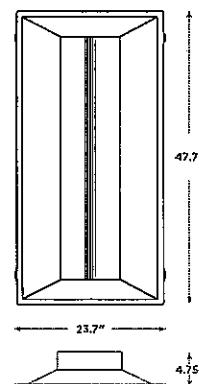
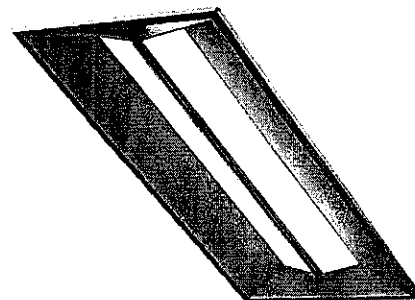
Lifetime: Designed to last from 50,000 hours (HD), 75,000 hours (Standard TW), and 100,000 hours (HE TW)

Controls: Step Level to 50%, 0-10V Dimming or Lutron EcoSystem Enabled to 5%¹

Mounting: Recessed

*40L 100 LPW 10V types only - other types require addition of a 347 accessory kit

CR24™



NOTE: Use of Expanded Junction Box will expand the depth to 6.67" and Emergency Backup will expand the depth to 6.30". Use of 347V will increase fixture height by 1.4".

Housings & Accessories

CPLCR	CR-347V	PW-18/4-06-9T/SS-CR	AC5-72-PD8-JB
Chicago Plenum Field Kit	347 Volt	Power Whip	Adjustable Cable
CPLCR-EM	CR-347V-SD	AC5-18/4-72-PD8-JB	EJBCR-5PK
Chicago Plenum Field Kit-Emergency	Step Dimming to 50%	Adjustable Cable	Expanded size junction box for through wiring (5 pack)
	SMK-24		
	Surface Mount Kit		

Ordering Information

Example: CR24-40L-35K-S

CR24					
Product	Lumen Output	Color Temp	Voltage	Control	Options
CR24	22L 22W	2200 lumens - 100 LPW	Blank 120-277 Volt (Standard) 34 ⁶ 347 Volt (Optional)	S Step Dimming to 50% 10V 0-10V Dimming to 5% LES Lutron EcoSystem™ Enabled to 5%	HD ⁷ High Definition Color - CRI 80+ (44W 4000 lumens - 90 LPW) EB14 ^{2,4} Emergency Backup - 1400 lumens EB14 SMK ^{2,3,5} Emergency Backup with surface mount kit - 1400 lumens
	31L 34W	3100 lumens - 90 LPW			
	40L 40W	4000 lumens - 100 LPW			
	40L HE 40L HE	4000 lumens - 100 LPW			
	30.5W	4000 lumens - 130 LPW (30K)			
	32W	4000 lumens - 125 LPW (35K)			
	33W	4000 lumens - 120 LPW (40K)			
	34.5W	4000 lumens - 115 LPW (50K)			
	50L 50W	5000 lumens - 100 LPW			

1. Reference www.cree.com/lighting for recommended dimming control options. 2. Not available in 50L. Not available in LES types except 40L LES type. 3. Not available with EB14 option. Use EB14 SMK. 4. EB14 not for use with SMK Kits. 5. Includes surface mount kit accessory (SMK-CR24). 6. 347V integrated option only available on 40L 100 LPW 10V fixtures. Wattage increases to 42W and fixture height increases by 1.4" over standard 120-277V fixtures. 7. HD only available in 40L.
¹See www.cree.com/lighting for warranty terms.

Rev. Date 9/17/2013

CR24™

Product Specifications

CREE TRUEWHITE® TECHNOLOGY

A revolutionary way to generate high-quality white light, Cree TrueWhite® Technology mixes the light from the highest performing red and unsaturated yellow LEDs. This patented approach delivers an exclusive combination of 90+ CRI, beautiful light characteristics, and lifelong color consistency, all while maintaining high luminous efficacy—a true no compromise solution.

HIGH DEFINITION COLOR

High Definition (HD) Color delivers enhanced spectrum 80+ CRI color quality. HD is derived from color mixed and tuned Cree TrueWhite® Technology.

ROOM-SIDE HEAT SINK

An innovative thermal management system designed to maximize cooling effectiveness by integrating a unique room-side heat sink into the diffusing lens. This breakthrough design creates a pleasing architectural aesthetic while conducting heat away from LEDs in a temperature-controlled environment. This enables the LEDs to consistently run cooler, providing significant boosts to lifetime, efficacy, and color consistency.

LUMEN MAINTENANCE FACTORS

- Reference www.cree.com/lighting for detailed lumen maintenance factors.

CONSTRUCTION & MATERIALS

- Durable 20-gauge steel housing with standard troffer access plate for electrical installation.
- Field replaceable light engine integrates LEDs, driver, power supply, thermal management, and optical mixing components.
- One-piece lower reflector finished with a textured high reflectance white polyester powder coating creates a comfortable visual transition from the lens to the ceiling plane.
- Provided I-bar clips and holes for mounting support wires enable recessed or suspended installation.
- Individual fixtures may be mounted end to end for a continuous row of illumination.

NOTE: Reference www.cree.com/lighting for detailed instructions on field replacement of the light engine.

OPTICAL SYSTEM

- Unique combination of reflective and refractive optical components achieves a uniform, comfortable appearance while eliminating pixelation and color fringing.
- Components work together to optimize distribution, balancing the delivery of high illuminance levels on horizontal surfaces with an ideal amount of light on walls and vertical surfaces. This increases the perception of spaciousness.
- Diffusing lens integrated with upward-facing LED strip eliminates direct view of LEDs while lower reflector balances brightness of lens with the ceiling to create a low-glare high angle appearance.

ELECTRICAL SYSTEM

- Integral, high-efficiency driver and power supply.
- Power Factor = 0.9 nominal
- Input Power: Stays constant over life.
- Input Voltage: 120-277V, 347V- 50/60Hz
- Battery Backup: Consult factory.
- Temperature Rating: Designed to operate in temperatures 0-35 C and below room side and plenum side.
- Total Harmonic Distortion: < 20%

CONTROLS

- Step dimming to 50% comes standard.*
- Optional continuous dimming to 5% with 0-10V DC control protocol.*
- Optional Lutron EcoSystem™ Enabled option allows seamless integration with Lutron EcoSystem controls.*

REGULATORY & VOLUNTARY QUALIFICATIONS

- UL924 (EB14 option).
- cULus Listed.
- DLC qualified.**
- Suitable for damp locations.
- Designed for indoor use.

*Reference www.cree.com/lighting for recommended dimming controls and wiring diagrams.

**Please refer to DLC QPL list for most current information.

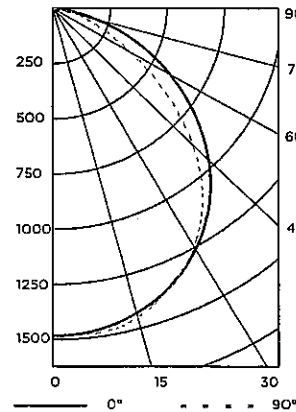
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US: www.cree.com/lighting T (800) 236-6800 F (262) 504-5415
Scope of Services

Photometry

CR24-4000L BASED ON LTL REPORT TEST #: 22421

Fixture photometry has been conducted by a NVLAP accredited testing laboratory in accordance with IESNA LM-79-08. IESNA LM-79-08 specifies the entire luminaire as the source resulting in a fixture efficiency of 100%.



Average Luminance
Table (cd/m2)

Vertical Angle	Horizontal Angle		
	0°	45°	90°
0°	2174	2174	2174
45°	1976	2116	2152
55°	1807	2018	2074
65°	1553	1889	1879
75°	1149	1501	1119
85°	424	62	62

Coefficients Of Utilization

RCC %:	80			
	70	50	30	0
RW %:				
RCR: 0	119	119	119	119
1	109	105	101	97
2	100	92	85	79
3	91	80	72	66
4	83	71	63	56
5	76	64	55	48
6	71	57	48	42
7	65	52	43	37
8	61	47	39	33
9	57	43	35	30
10	53	40	32	27

Effective Floor Cavity Reflectance: 20%

Zonal Lumen Summary

Zone	Lumens	% Lamp	Luminaire
0-30	1,115	27.9%	27.9%
0-40	1,835	45.9%	45.9%
0-60	3,245	81.1%	81.1%
0-90	4,000	100%	100%

Reference www.cree.com/lighting for detailed photometric data.

Application Reference

Open Space					
Spacing	Lumens	Wattage	LPW	w/ft²	Average fc
8 x 8	2200L	22W	100	0.35	30
	4000L	40W	100	0.69	54
	4000L	30.5W	130	0.56	54
	5000L	50W	100	0.78	68
8 x 10	2200L	22W	100	0.28	25
	4000L	40W	100	0.55	45
	4000L	30.5W	130	0.45	45
	5000L	50W	100	0.62	57
10 x 10	2200L	22W	100	0.22	21
	4000L	40W	100	0.44	38
	4000L	30.5W	130	0.36	38
	5000L	50W	100	0.50	48
10 x 12	2200L	22W	100	0.19	17
	4000L	40W	100	0.37	30
	4000L	30.5W	130	0.30	30
	5000L	50W	100	0.42	38

9' ceiling: 80/50/20 reflectances; 2.5' workplane, open room. LLF: 1.0 Initial.
Open Space: 50' x 40' x 10'

Rev. Date 9/17/2013

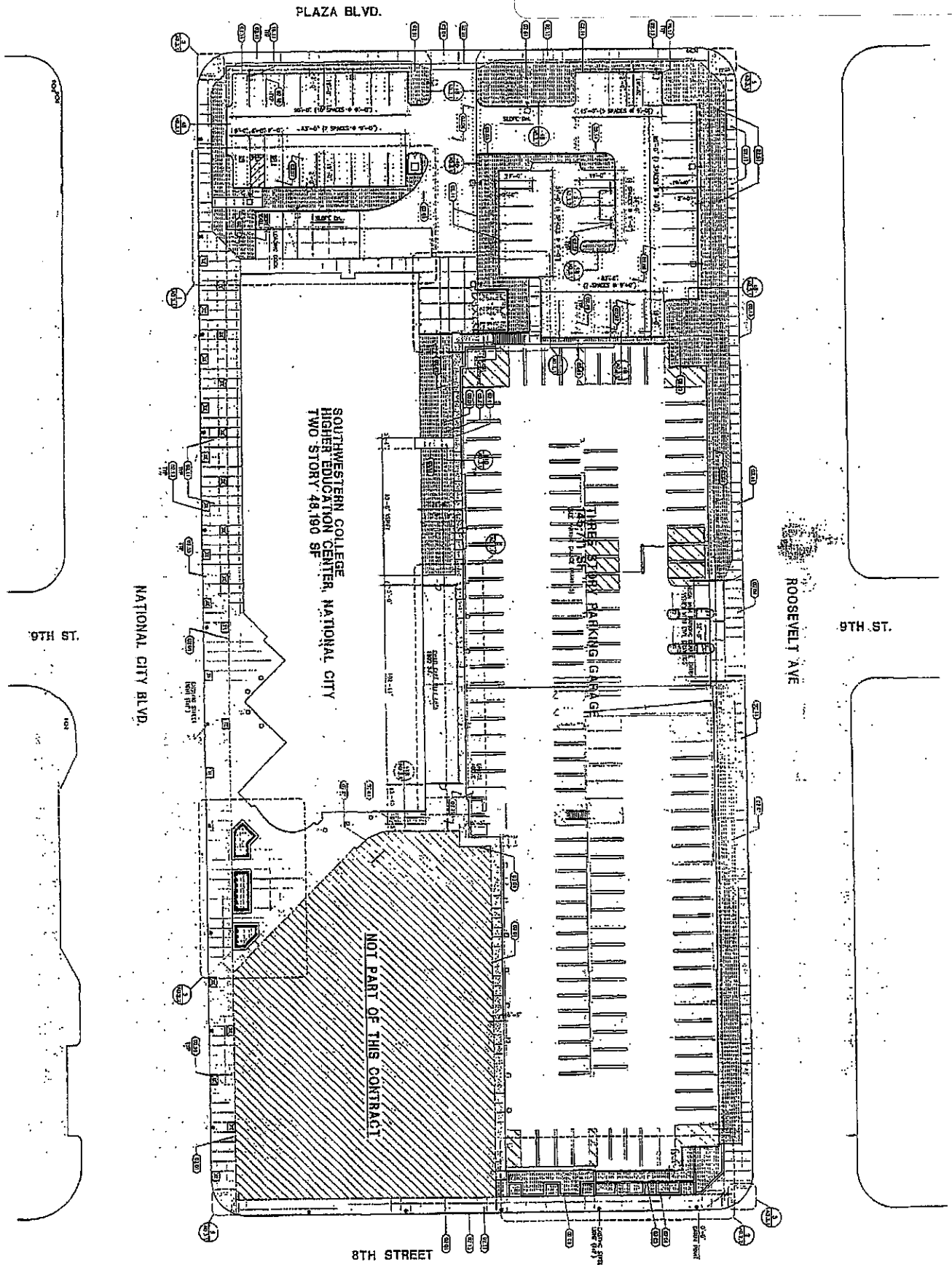


Canada: www.cree.com/canada T (800) 473-1234 F (800) 890-7507
008050-8

NATIONAL CITY SITE PLAN

SWC Bid No. 1314-198
Attachment B

SITE PLAN
SCALE: 1" = 30'-0"



SPACE INVENTORY

SOUTHWESTERN COMMUNITY COLLEGE

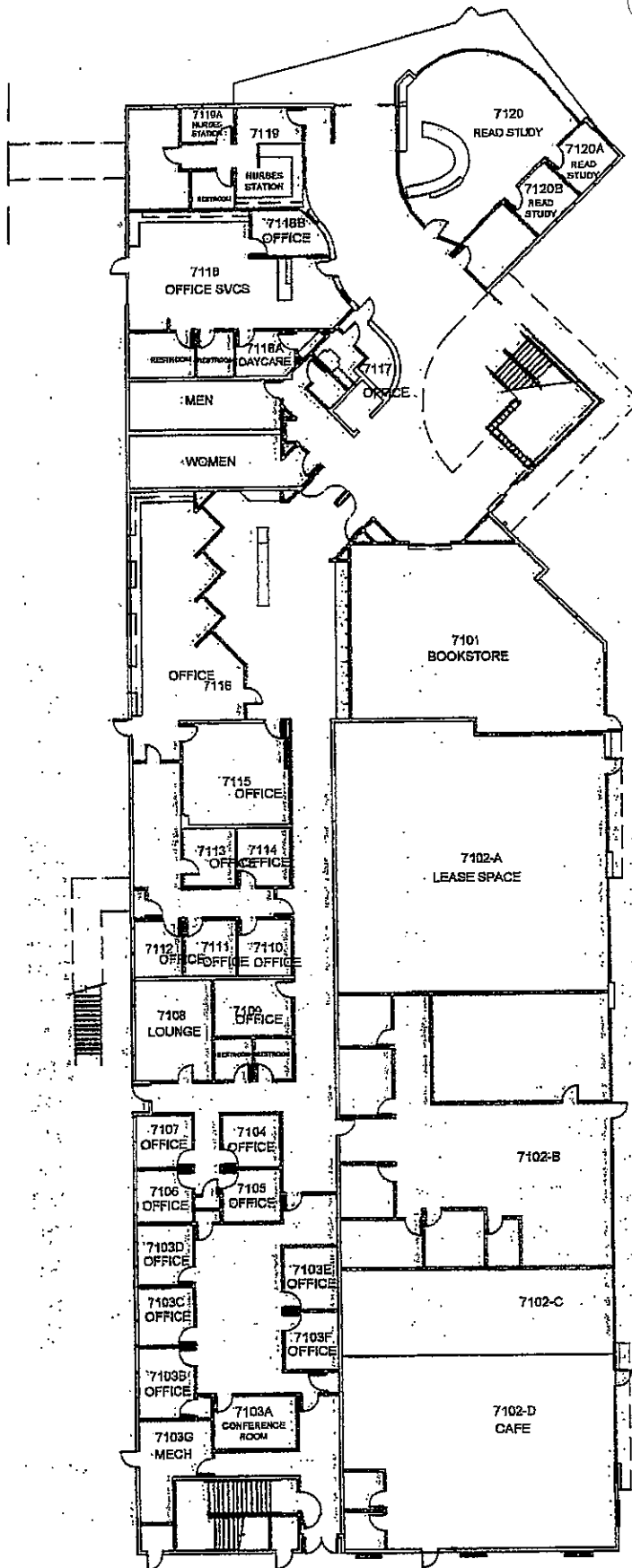
BUILDING TITLE: NATIONAL CITY LOWERBLDG. NO. 7000CCFS NO. 56YEAR CONSTRUCTED: 2004

BUILDING ADDITION YEAR(S): _____

ROOM	DP	PRG	CID#	CID-DESCRIPTION	TYPE	RM-DESCRIPTION	ASF	STN
7101	9	55	6910	BOOKSTORE	660	MERCH FAC	1499	1499
7102A	12	12	7091	NON-INSTITUTIONAL ACTIVITY	660	MERCH FAC	7970	2328
7102B	12	12	7091	NON-INSTITUTIONAL ACTIVITY	661	MERCH FAC	7971	2328
7102C	12	12	7091	NON-INSTITUTIONAL ACTIVITY	662	MERCH FAC	7972	1500
7102D	12	12	7091	NON-INSTITUTIONAL ACTIVITY	663	MERCH FAC	7973	2328
7103	11	11	6010	ACADEMIC ADMIN	310	OFFICE	662	1
7103A	11	11	6010	ACADEMIC ADMIN	350	CONFERENCE	158	10
7103B	11	11	6010	ACADEMIC ADMIN	310	OFFICE	150	1
7103C	11	11	6010	ACADEMIC ADMIN	310	OFFICE	121	1
7103D	11	11	6010	ACADEMIC ADMIN	315	OFFICE SVCS	125	0
7103E	11	11	99	GEN ASSIGN	315	OFFICE SVCS	118	0
7103F	11	11	99	GEN ASSIGN	310	OFFICE	109	2
7104	11	11	99	GEN ASSIGN	310	OFFICE	110	2
7105	11	11	99	GEN ASSIGN	310	OFFICE	110	2
7106	11	11	99	GEN ASSIGN	310	OFFICE	108	2
7107	11	11	99	GEN ASSIGN	310	OFFICE	108	2
7108	11	11	6750	STAFF DEVELOPMENT	650	LOUNGE	287	0
7109	11	11	99	GEN ASSIGN	315	OFFICE SVCS	161	0
7110	11	11	99	GEN ASSIGN	310	OFFICE	107	2
7111	11	11	99	GEN ASSIGN	310	OFFICE	100	2
7113	3	53	6310	COUSELING SVCS	310	OFFICE	112	1
7114	3	53	6310	COUSELING SVCS	310	OFFICE	112	1
7115	3	53	6310	COUSELING SVCS	310	OFFICE	359	20
7116	2	63	6210	REGIS., TRANSFER, TRANSCRIPTS	310	OFFICE	1870	6
7117	2	63	6210	REGIS., TRANSFER, TRANSCRIPTS	315	OFFICE SVCS	79	0
7118	11	12	99	FAMILY RESOURCE CENTER	550	DAYCARE	755	24
7118A	11	11	99	GEN ASSIGN	310	OFFICE	94	1
7118B	11	11	99	GEN ASSIGN	310	OFFICE	110	1
7119	5	55	6440	HEALTH SERVICES	830	NURSE'S STATION	243	1
7119A	5	55	6440	HEALTH SERVICES	830	NURSE'S STATION	67	1
7120	11	52	4900	INTERDISCIPLINARY STUDIES	410	READ STUDY	835	56
7120A	11	52	4900	INTERDISCIPLINARY STUDIES	410	READ STUDY	97	1
7120B	11	52	4900	INTERDISCIPLINARY STUDIES	410	READ STUDY	98	1

FLOOR TOTAL 16834

BUILDING TOTAL 33972



NATIONAL CITY (LOWER)
LEARNING CENTER
BUILDING-7000
0 5 10 20
AUGUST 14, 2008

SPACE INVENTORY

SOUTHWESTERN COMMUNITY COLLEGE

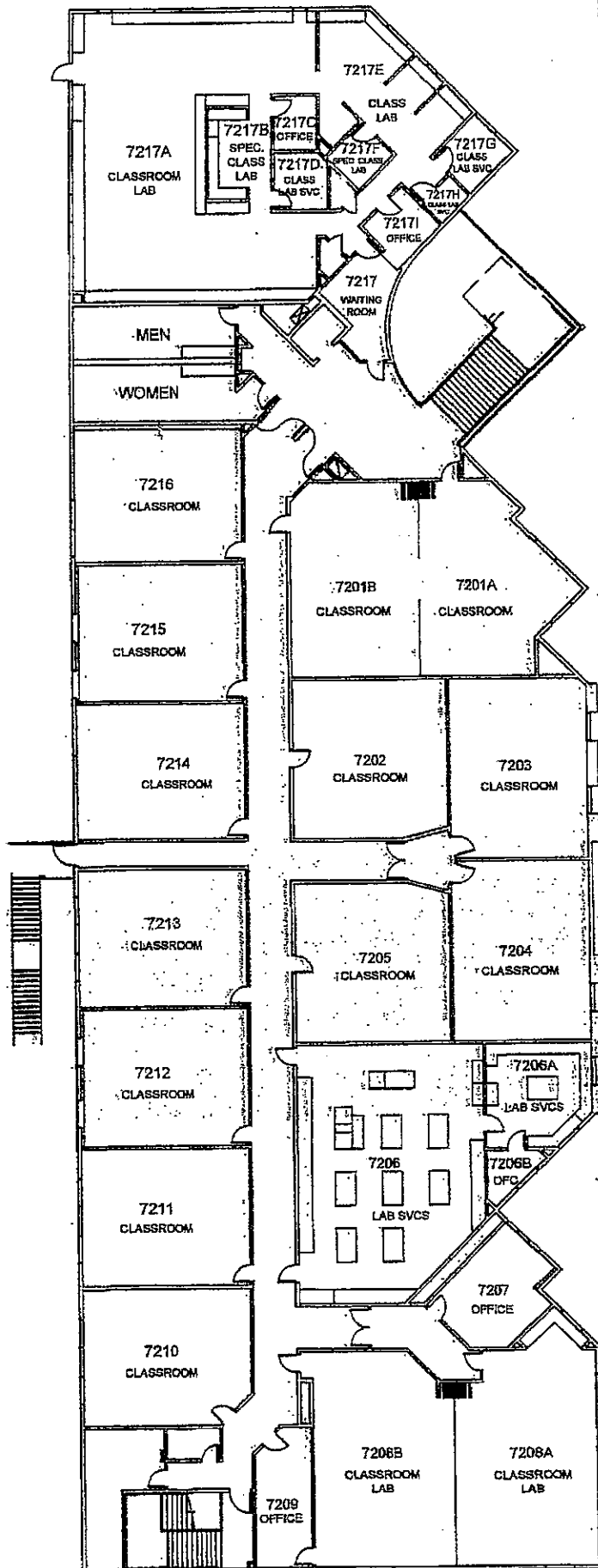
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BUILDING ADDITION YEAR(S) : _____

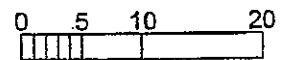
ROOM	DP	PRG	CID#	CID-DESCRIPTION	TYPE	RM-DESCRIPTION	ASF	STN
7201A	11	11	99	GEN ASSIGN	110	CLASSROOM	771	39
7201B	11	11	99	GEN ASSIGN	110	CLASSROOM	730	37
7202	11	11	99	GEN ASSIGN	110	CLASSROOM	755	38
7203	11	11	99	GEN ASSIGN	110	CLASSROOM	756	38
7204	11	11	99	GEN ASSIGN	110	CLASSROOM	758	38
7205	11	11	99	GEN ASSIGN	110	CLASSROOM	756	38
7206	11	11	407	ZOOLOGY	210	LAB SVCS	1404	32
7206A	11	11	407	ZOOLOGY	215	LAB SVCS	315	0
7206B	11	11	99	GEN ASSIGN	310	OFFICE	61	1
7207	11	11	99	GEN ASSIGN	310	OFFICE	300	4
7208A	12	12	700	COMP & INFO SCIENCE	210	CLASS LAB	967	40
7208B	12	12	700	COMP & INFO SCIENCE	210	CLASS LAB	942	40
7209	11	11	99	GEN ASSIGN	310	OFFICE	232	3
7210	11	11	99	GEN ASSIGN	110	CLASSROOM	717	36
7211	11	11	99	GEN ASSIGN	110	CLASSROOM	733	37
7212	11	11	99	GEN ASSIGN	110	CLASSROOM	723	36
7213	11	11	99	GEN ASSIGN	110	CLASSROOM	733	37
7214	11	11	99	GEN ASSIGN	110	CLASSROOM	733	37
7215	11	11	99	GEN ASSIGN	110	CLASSROOM	719	36
7216	11	11	99	GEN ASSIGN	110	CLASSROOM	733	37
7217	11	11	1204	DENTAL HYGEINE	880	WAITING	171	4
7217A	11	11	1204	DENTAL HYGEINE	210	CLASS LAB	2041	18
7217B	11	11	1204	DENTAL HYGEINE	225	SPEC. CLASS LAB	112	5
7217C	11	11	99	GEN ASSIGN	310	OFFICE	71	1
7217D	11	11	1204	DENTAL HYGEINE	215	CLASS LAB SVC	98	0
7217E	11	11	1204	DENTAL X-RAY AREA	210	CLASS LAB	510	4
7217F	11	11	1204	DENTAL X-RAY LAB	220	SPEC. CLASS LAB	69	1
7217G	11	11	1204	LOCKER ROOM	215	CLASS LAB SVC	96	0
7217H	11	11	1204	LOCKER ROOM	215	CLASS LAB SVC	34	0
7217I	11	11	1204	DENTAL HYGEINE	310	OFFICE	98	1

FLOOR TOTAL 17138

BUILDING TOTAL 33972



NATIONAL CITY (UPPER)
LEARNING CENTER
BUILDING-7000



MARCH 4, 2005

SPACE INVENTORY

SOUTHWESTERN COMMUNITY COLLEGE

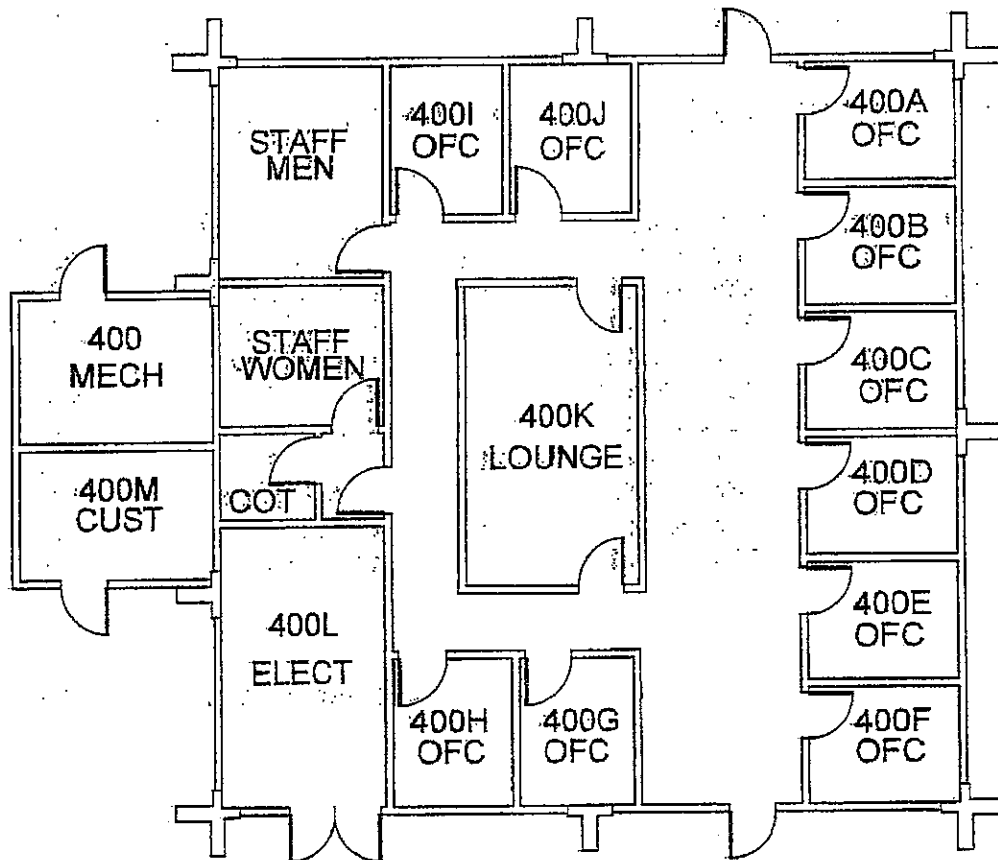
BUILDING TITLE: FACULTY OFFICES **BLDG. NO.** 400 **CCFS NO.** 19

YEAR CONSTRUCTED: 1965

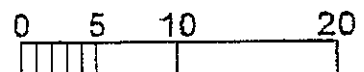
BUILDING ADDITION YEAR(S) :

ROOM	DP	PRG	CID#	CID-DESCRIPTION	TYPE	RM-DESCRIPTION	ASF	STN
400	1	1.1	99	GEN ASSIGN	110	MECHANICAL	116	1
400A	11	1.1	99	GEN ASSIGN	310	OFFICE	71	1
400B	11	1.1	99	GEN ASSIGN	310	OFFICE	71	1
400C	11	1.1	99	GEN ASSIGN	310	OFFICE	71	1
400D	11	1.1	99	GEN ASSIGN	310	OFFICE	71	1
400E	11	1.1	99	GEN ASSIGN	310	OFFICE	71	1
400F	11	1.1	99	GEN ASSIGN	310	OFFICE	71	1
400G	11	1.1	99	GEN ASSIGN	310	OFFICE	100	1
400H	11	1.1	99	GEN ASSIGN	310	OFFICE	70	1
400I	11	1.1	99	GEN ASSIGN	310	OFFICE	67	1
400J	11	1.1	99	GEN ASSIGN	310	OFFICE	76	1
400K	1	6.5	6750	STAFF SVC	650	LOUNGE	215	1
400L	1	1.1	99	GEN ASSIGN	110	ELECTRICAL	194	1
400M	1	1.1	99	GEN ASSIGN	110	CUSTODIAL	103	1

BUILDING TOTAL 1264



FACULTY OFFICES
BUILDNG-400



MARCH 3, 2008

SPACE INVENTORY

SOUTHWESTERN COMMUNITY COLLEGE

BUILDING TITLE: ENGLISH

BLDG. NO. 410

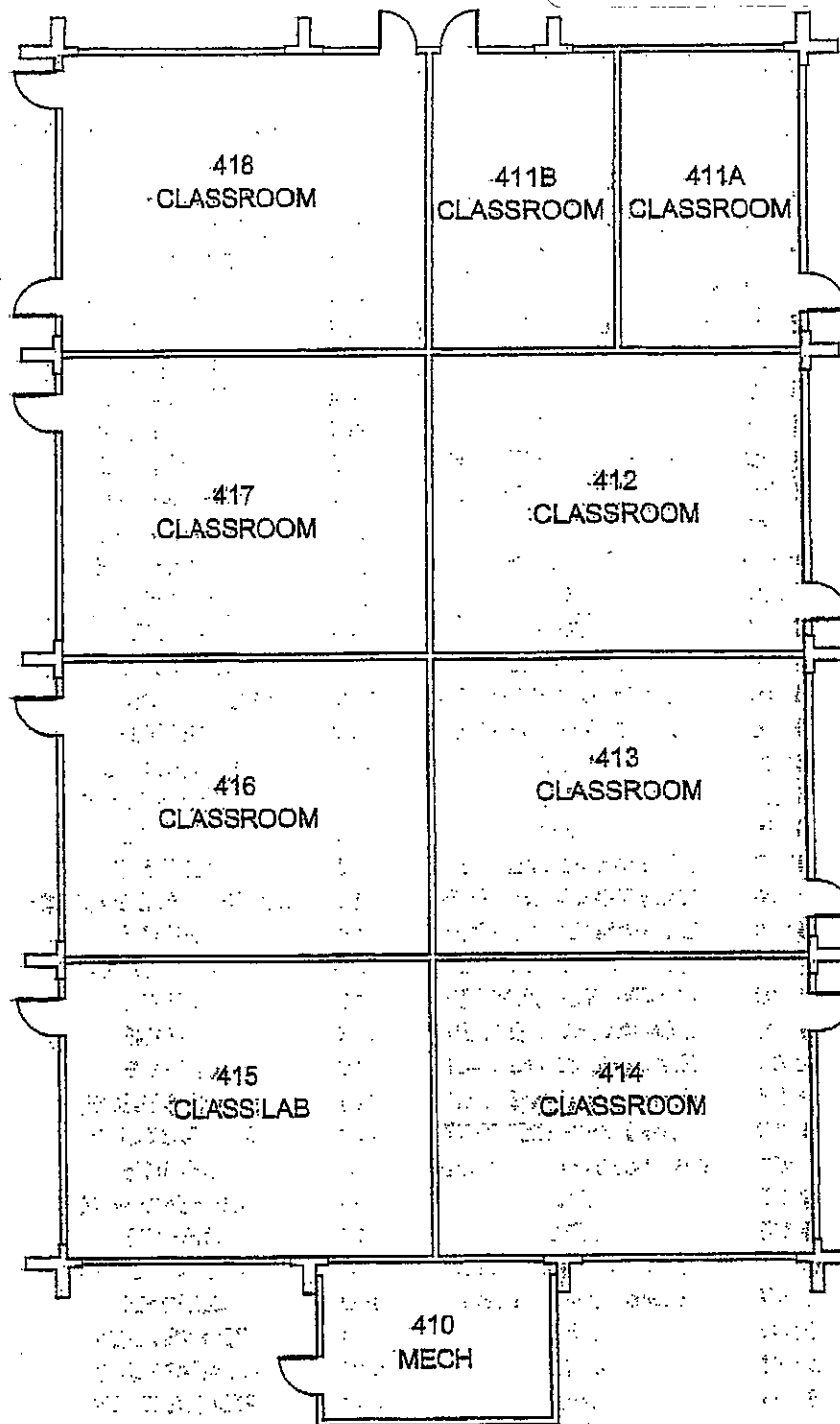
CCFS NO. 15

YEAR CONSTRUCTED: 1965

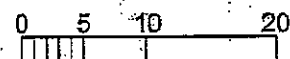
BUILDING ADDITION YEAR(S): _____

ROOM	DP	PRG	CID#	CID-DESCRIPTION	TYPE	RM-DESCRIPTION	ASF	STN
410	1	1.1	99	GEN ASSIGN	110	MECHANICAL	225	
411-A	11	1.1	99	GEN ASSIGN	110	CLASSROOM	346	24
411-B	11	1.1	99	GEN ASSIGN	111	CLASSROOM	346	24
412	11	1.1	99	GEN ASSIGN	110	CLASSROOM	693	48
413	11	1.1	99	GEN ASSIGN	110	CLASSROOM	693	48
414	11	1.1	99	GEN ASSIGN	110	CLASSROOM	693	30
415	11	1.1	1501	ENGLISH	210	LAB	693	30
416	11	1.1	99	GEN ASSIGN	110	CLASSROOM	693	48
417	11	1.1	99	GEN ASSIGN	110	CLASSROOM	693	48
418	11	1.1	99	GEN ASSIGN	110	CLASSROOM	693	48

BUILDING TOTAL: 5544



ENGLISH
BUILDNG-410



MAY 15, 2008

SPACE INVENTORY

SOUTHWESTERN COMMUNITY COLLEGE

BUILDING TITLE: CLASSROOMS

BLDG. NO. 430

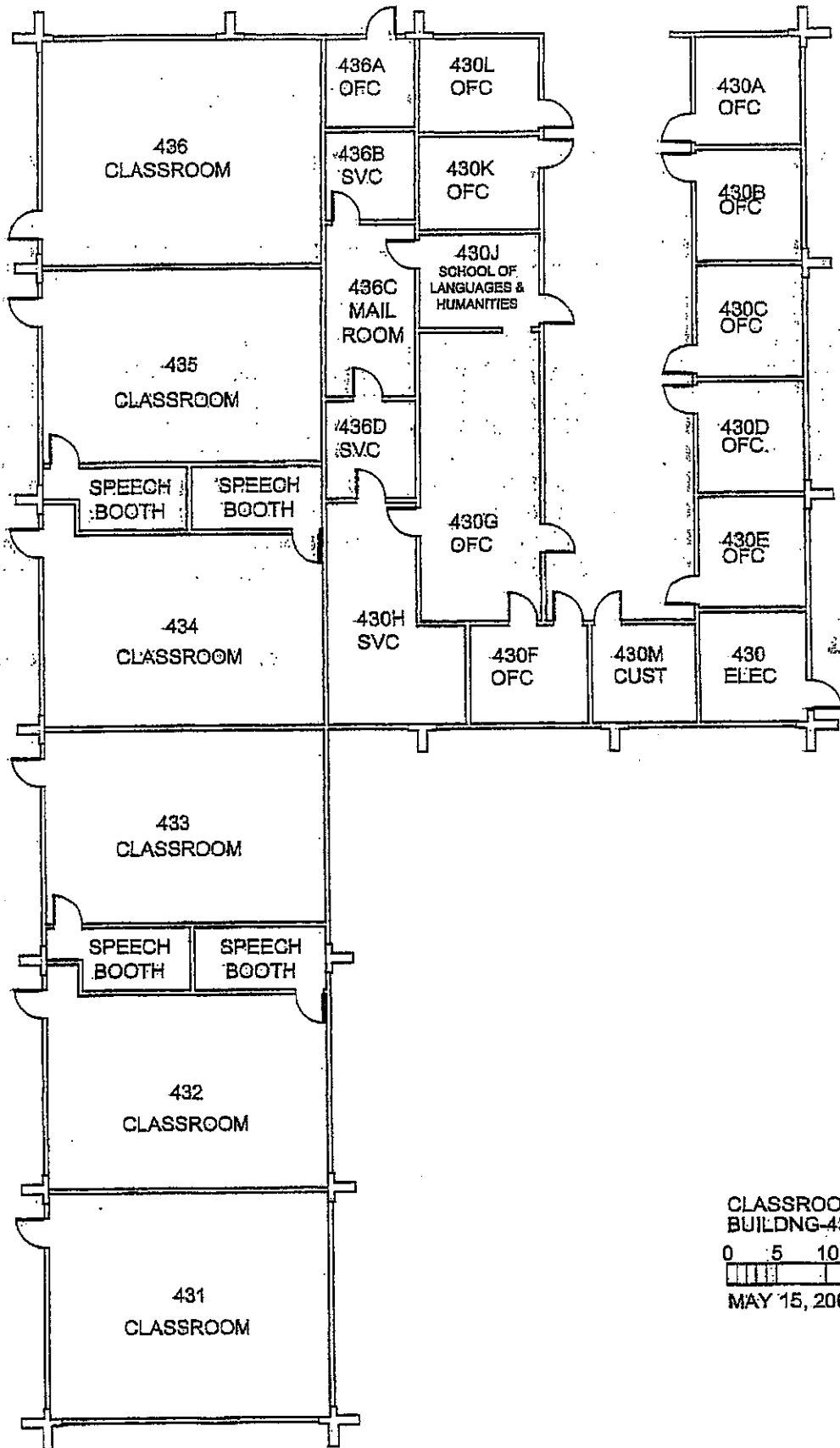
CCFS NO. 52

YEAR CONSTRUCTED: 1979

BUILDING ADDITION YEAR(S) : _____

ROOM	DP	PRG	CID#	CID-DESCRIPTION	TYPE	RM-DESCRIPTION	ASF	STN
430A	11	1.1	99	GEN ASSIGN	310	OFFICE	123	2
430B	11	1.1	99	GEN ASSIGN	310	OFFICE	123	2
430C	11	1.1	99	GEN ASSIGN	310	OFFICE	123	2
430D	11	1.1	99	GEN ASSIGN	310	OFFICE	123	2
430E	11	1.1	99	GEN ASSIGN	310	OFFICE	123	2
430F	1	6.1	6620	MANAGEMENT	310	OFFICE	123	1
430G	1	6.1	6620	MANAGEMENT	310	OFFICE	375	2
430H	1	6.1	6620	MANAGEMENT	315	OFFICE SVC	267	0
430J	11	1.1	99	GEN ASSIGN	310	OFFICE	121	2
430K	11	1.1	99	GEN ASSIGN	310	OFFICE	121	2
430L	11	1.1	99	GEN ASSIGN	310	OFFICE	123	2
431	11	1.1	99	GEN ASSIGN	110	CLASSROOM	694	48
432	11	1.1	99	GEN ASSIGN	110	CLASSROOM	595	48
433	11	1.1	99	GEN ASSIGN	110	CLASSROOM	595	48
434	15	1.1	99	GEN ASSIGN	110	CLASSROOM	598	35
435	15	1.1	99	GEN ASSIGN	110	CLASSROOM	588	35
436	15	1.1	99	GEN ASSIGN	110	CLASSROOM	690	35
436A	15	1.1	99	STORAGE	310	OFFICE	87	1
436B	15	1.1	99	STORAGE	310	OFFICE	85	1
436C	15	1.1	99	STORAGE	215	LAB SVC	166	0
436D	15	1.1	99	STORAGE	215	LAB SVC	95	0

BUILDING TOTAL: 5938



CLASSROOMS
BUILDING 430
0 5 10 20
MAY 15, 2008

SPACE INVENTORY

SOUTHWESTERN COMMUNITY COLLEGE

BUILDING TITLE: LANGUAGE

BLDG. NO. 440

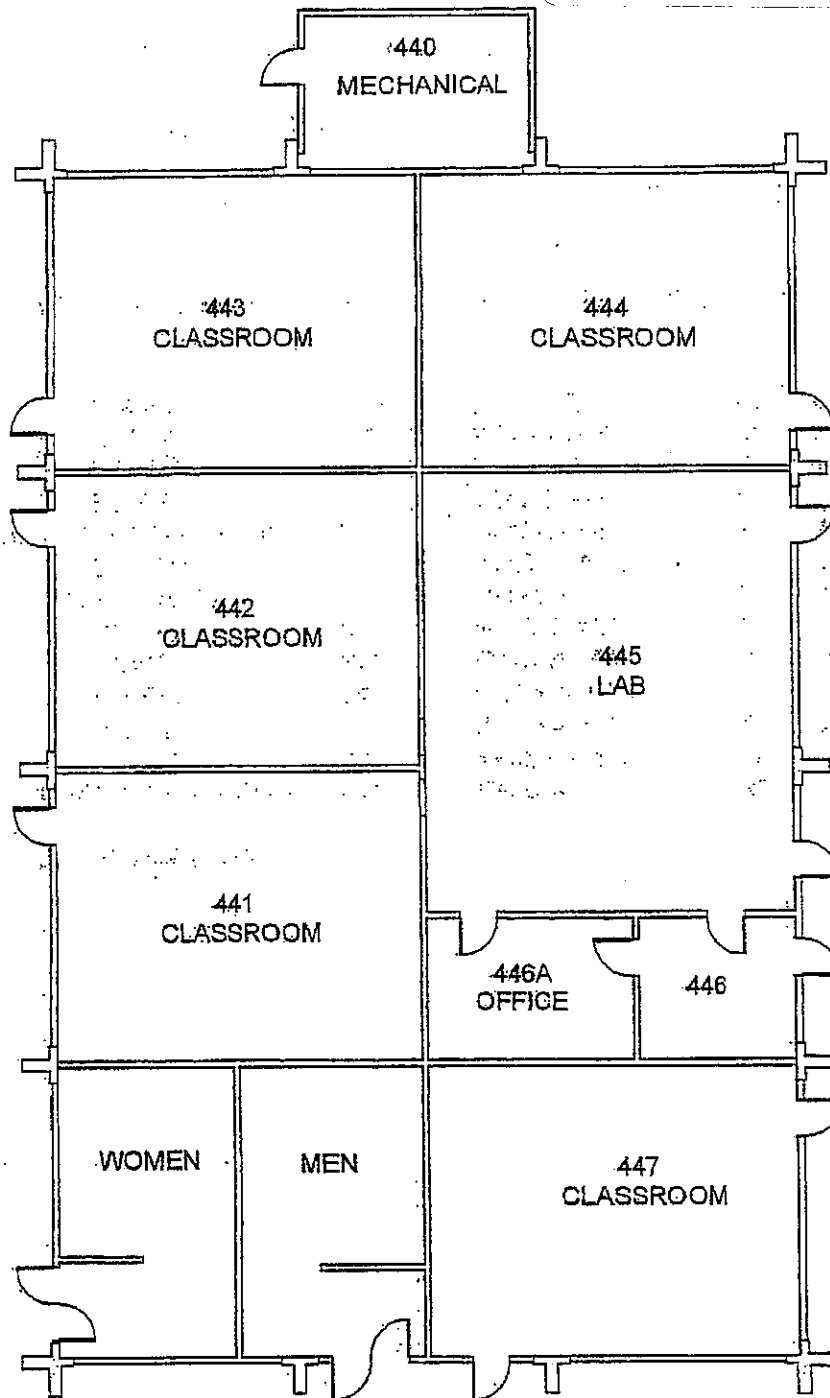
CCFS NO. 14

YEAR CONSTRUCTED: 1965

BUILDING ADDITION YEAR(S): _____

ROOM	DP	PRG	CID#	CID-DESCRIPTION	TYPE	RM-DESCRIPTION	ASF	STN
441	11	1.1	99	GEN ASSIGN	110	CLASSROOM	693	42
442	15	1.1	99	GEN ASSIGN	110	CLASSROOM	693	32
443	15	1.1	99	GEN ASSIGN	110	CLASSROOM	693	48
444	15	1.1	99	GEN ASSIGN	110	CLASSROOM	693	48
445	15	1.1	1101	COMMUNICATION	220	SPEC CLASS LAB	1047	48
446	15	1.1	1101	LANGUAGE	225	SPEC CLASS LAB SVC	143	0
446A	15	1.1	1101	LANGUAGE	225	SPEC CLASS LAB SVC	189	0
447	11	1.1	99	GEN ASSIGN	110	CLASSROOM	689	42

BUILDING TOTAL 4840



LANGUAGE
BUILDNG-440
0 5 10 20
MARCH 26, 2008

SPACE INVENTORY

SOUTHWESTERN COMMUNITY COLLEGE

BUILDING TITLE: OFFICES

BLDG. NO. 450

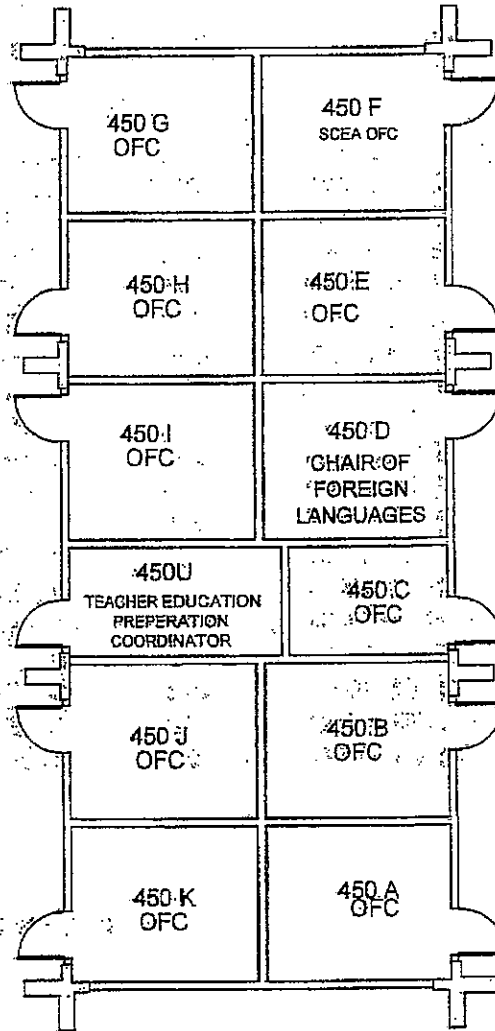
CCFS NO.38

YEAR CONSTRUCTED: 1972

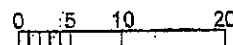
BUILDING ADDITION YEAR(S) :

ROOM	DP	PRG	CID#	CID-DESCRIPTION	TYPE	RM-DESCRIPTION	ASF	STN
450A	11	1.1	99	GEN ASSIGN	310	OFFICE	120	2
450B	11	1.1	99	GEN ASSIGN	310	OFFICE	120	2
450C	11	1.1	99	GEN ASSIGN	310	OFFICE	71	1
450D	11	1.1	99	GEN ASSIGN	310	FOREIGN LANGUAGES	120	2
450E	11	1.1	99	GEN ASSIGN	310	OFFICE	120	
450F	11	1.1	99	GEN ASSIGN	310	SCEA OFFICE	120	
450G	11	1.1	99	GEN ASSIGN	310	OFFICE	120	
450H	11	1.1	99	GEN ASSIGN	310	OFFICE	120	
450I	11	1.1	99	GEN ASSIGN	310	OFFICE	120	
450J	11	1.1	99	GEN ASSIGN	310	OFFICE	120	
450K	11	1.1	99	GEN ASSIGN	310	OFFICE	120	2
450U	11	1.1	99	GEN ASSIGN	310	TEACHER ED PREP COOR.	91	

BUILDING TOTAL: 1362



OFFICES
BUILDNG-450



MARCH 18, 2008

SPACE INVENTORY

SOUTHWESTERN COMMUNITY COLLEGE

BUILDING TITLE: SOCIAL SCIENCE

BLDG. NO. 470

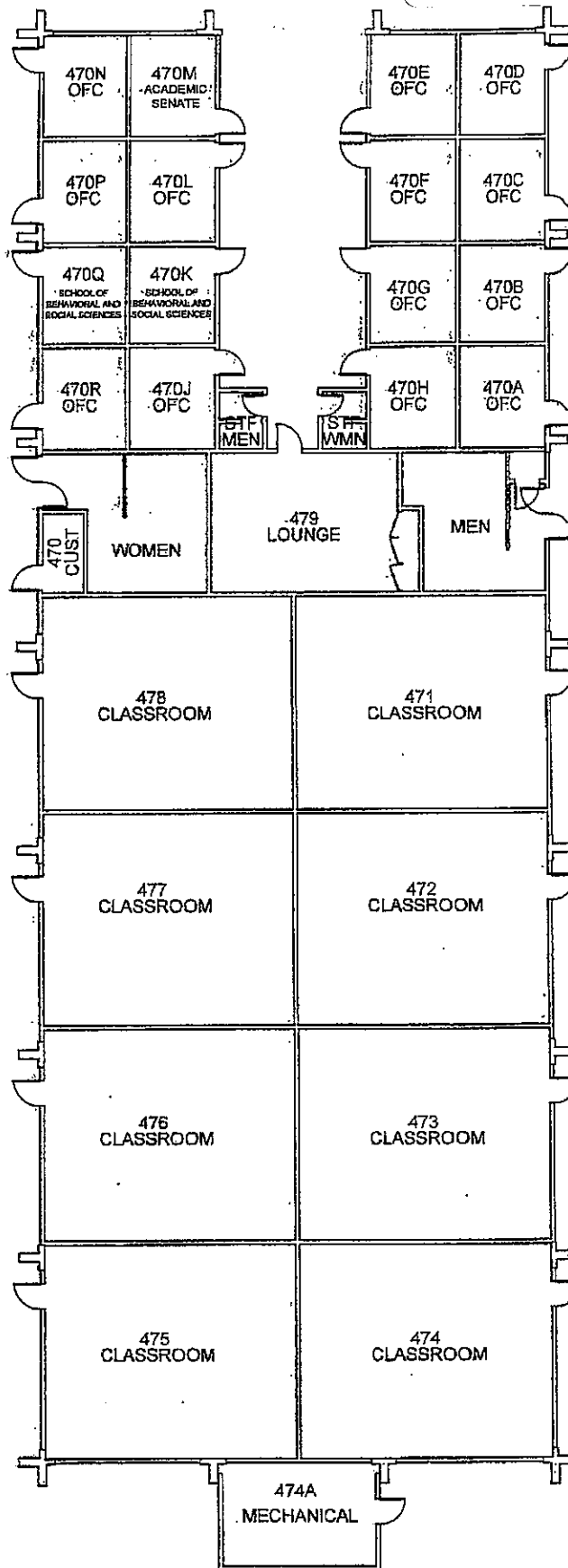
CCFS NO. 43

YEAR CONSTRUCTED: 1974

BUILDING ADDITION YEAR(S): _____

ROOM	DP	PRG	CID#	CID-DESCRIPTION	TYPE	RM-DESCRIPTION	ASF	STN
470A	11	1.1	99	GEN ASSIGN	310	OFFICE	120	2
470B	11	1.1	99	GEN ASSIGN	310	OFFICE	114	2
470C	11	1.1	99	GEN ASSIGN	310	OFFICE	120	2
470D	11	1.1	99	GEN ASSIGN	310	OFFICE	121	2
470E	11	1.1	99	GEN ASSIGN	310	OFFICE	119	2
470F	11	1.1	99	GEN ASSIGN	310	OFFICE	119	2
470G	11	1.1	99	GEN ASSIGN	310	OFFICE	112	1
470H	11	1.1	99	GEN ASSIGN	310	OFFICE	118	2
470J	11	1.1	99	GEN ASSIGN	310	OFFICE	118	1
470K	11	1.1	99	GEN ASSIGN	310	OFFICE	112	2
470L	11	1.1	99	GEN ASSIGN	310	OFFICE	118	1
470M	11	1.1	99	GEN ASSIGN	310	OFFICE	119	2
470N	11	1.1	99	GEN ASSIGN	310	OFFICE	121	2
470P	11	1.1	99	GEN ASSIGN	310	OFFICE	120	2
470Q	11	1.1	99	GEN ASSIGN	310	OFFICE	114	2
470R	11	1.1	99	GEN ASSIGN	310	OFFICE	120	49
471	17	1.1	99	GEN ASSIGN	110	CLASSROOM	737	40
472	17	1.1	99	GEN ASSIGN	110	CLASSROOM	735	48
473	11	1.1	99	GEN ASSIGN	110	CLASSROOM	735	48
474	11	1.1	99	GEN ASSIGN	110	CLASSROOM	742	48
475	11	1.1	99	GEN ASSIGN	110	CLASSROOM	742	48
476	11	1.1	99	GEN ASSIGN	110	CLASSROOM	735	48
477	11	1.1	99	GEN ASSIGN	110	CLASSROOM	735	48
478	11	1.1	99	GEN ASSIGN	110	CLASSROOM	735	48
479	6	6.6	6750	STAFF DEV	650	LOUNGE	737	0

BUILDING TOTAL 8518



SOCIAL SCIENCE
BUILDING- 470
0 5 10 20
FEBRUARY 17, 2009

SPACE INVENTORY

SOUTHWESTERN COMMUNITY COLLEGE

BUILDING TITLE: ARCHITECTURE

BLDG. NO. 500

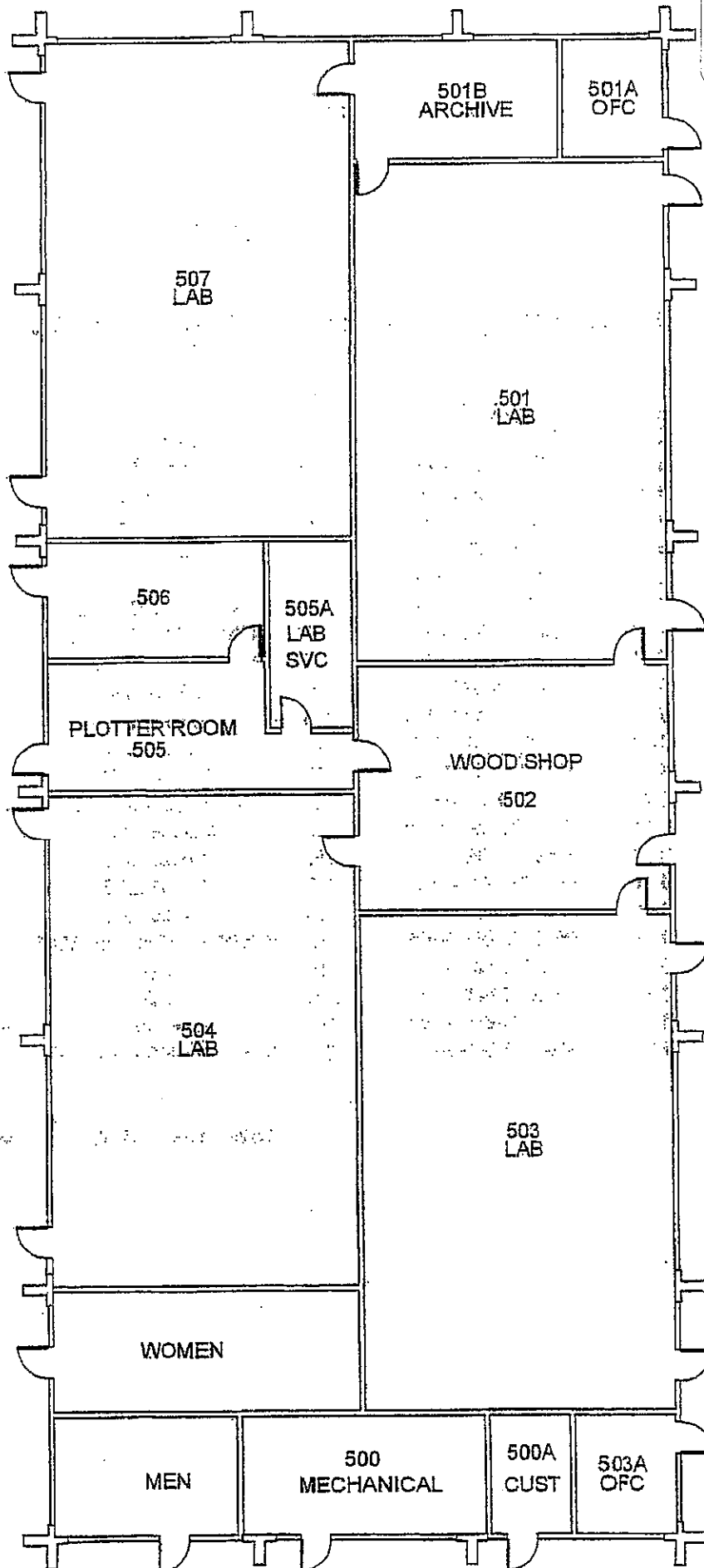
CCFS NO. 28

YEAR CONSTRUCTED: 1965

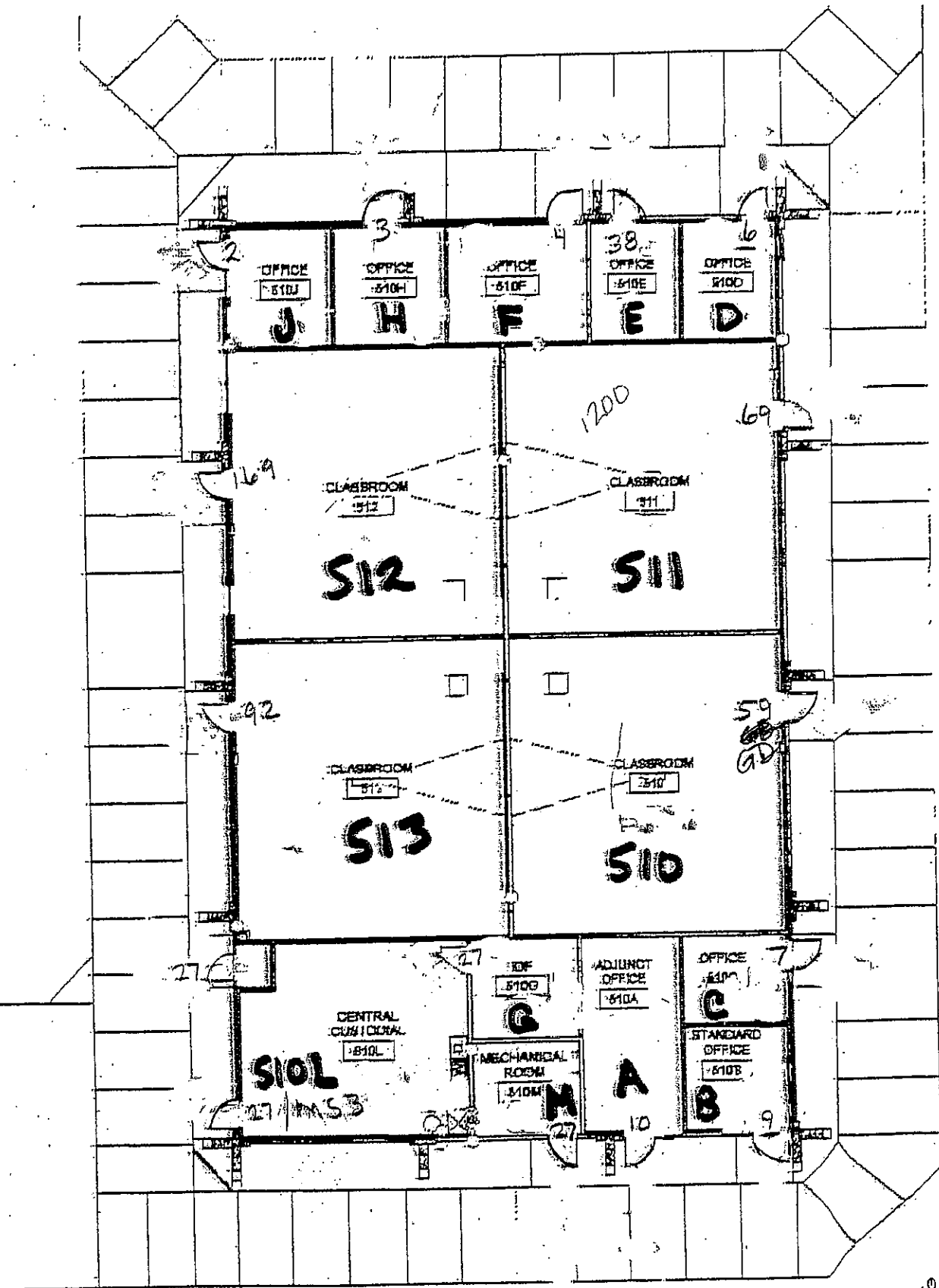
BUILDING ADDITION YEAR(S) :

ROOM	DP	PRG	CID#	CID-DESCRIPTION	TYPE	RM-DESCRIPTION	ASF	STN
501	14	1.2	201	ENVIRON DESIGN	210	LAB	1400	30
501A	11	1.1	99	GEN ASSIGN	310	OFFICE	110	1
501B	14	1.2	201	GEN ENGR TECH	215	LAB SVC	225	0
502	14	1.2	953	WOOD SHOP	210	LAB	693	30
503	11	1.2	925	GEN ASSIGN	310	LAB	1400	30
503A	11	1.2	925	GEN ASSIGN	310	OFFICE	110	1
504	11	1.2	99	GEN ASSIGN	210	LAB	1394	30
505	15	1.2	901	ENGINEERING	210	PLOT ROOM	303	0
506	11	1.2	925	ENGINEERING	210	CAD	231	0
507	11	1.2	925	GEN ASSIGN	210	CLASSROOM	1404	30

BUILDING TOTAL 7142



ARCHITECTURE
BUILDNG-500
0 5 10 20
MARCH 26, 2008



BLM 658
2/21/12

SPACE INVENTORY

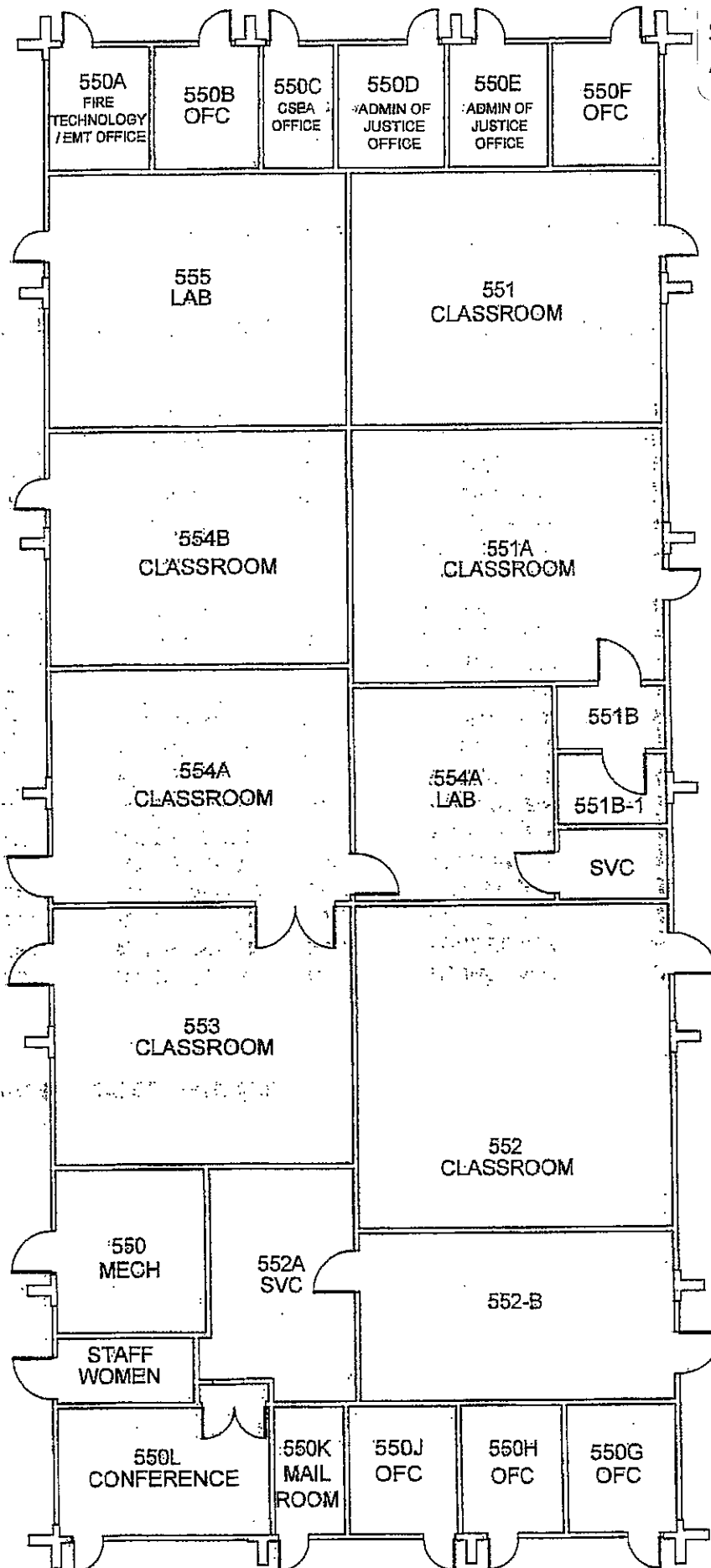
SOUTHWESTERN COMMUNITY COLLEGE

BUILDING TITLE: CLASSROOMS **BLDG. NO.** 550 **CCFS NO.** 44

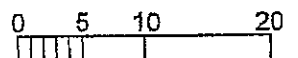
YEAR CONSTRUCTED: 1974 **BUILDING ADDITION YEAR(S):** _____

ROOM	DP	PRG	CID#	CID-DESCRIPTION	TYPE	RM-DESCRIPTION	ASF	STN
550A	11	1.1	99	GEN ASSIGN	310	OFFICE	121	2
550B	11	1.1	99	GEN ASSIGN	310	OFFICE	119	2
550C	11	1.1	99	GEN ASSIGN	310	OFFICE	84	1
550D	11	1.1	99	GEN ASSIGN	310	OFFICE	119	2
550E	11	1.1	99	GEN ASSIGN	310	OFFICE	119	2
550F	11	1.1	99	GEN ASSIGN	310	OFFICE	121	2
550G	11	1.1	99	GEN ASSIGN	310	OFFICE	124	2
550H	11	1.1	99	GEN ASSIGN	310	OFFICE	123	2
550J	11	1.1	99	GEN ASSIGN	310	OFFICE	122	2
550K	11	1.1	99	GEN ASSIGN	310	OFFICE	86	1
550L	6	6.6	6750	STAFF DEV	650	LOUNGE	267	0
551	14	1.2	925	GEN ENGR TECH	210	LAB	722	44
551A	14	1.2	925	GEN ENGR TECH	211	LAB	722	44
551B	14	1.2	201	ENVIRON DESIGN	215	LAB SVC	60	0
552	14	1.1	99	GEN ASSIGN	110	CLASSROOM	722	48
552A	14	1.2	2105	LAW ENFORCEMENT	215	LAB SVC	306	0
552B	14	1.2	2105	GEN ASSIGN	110	CLASSROOM	500	0
553	14	1.1	99	GEN ASSIGN	110	CLASSROOM	722	45
554	14	1.2	1207	MED SPEC	210	LAB	1321	21
554A	14	1.2	1207	MED SPEC	220	SPEC CLASS LA	395	0
555	11	1.1	99	GEN ASSIGN	110	CLASSROOM	706	48

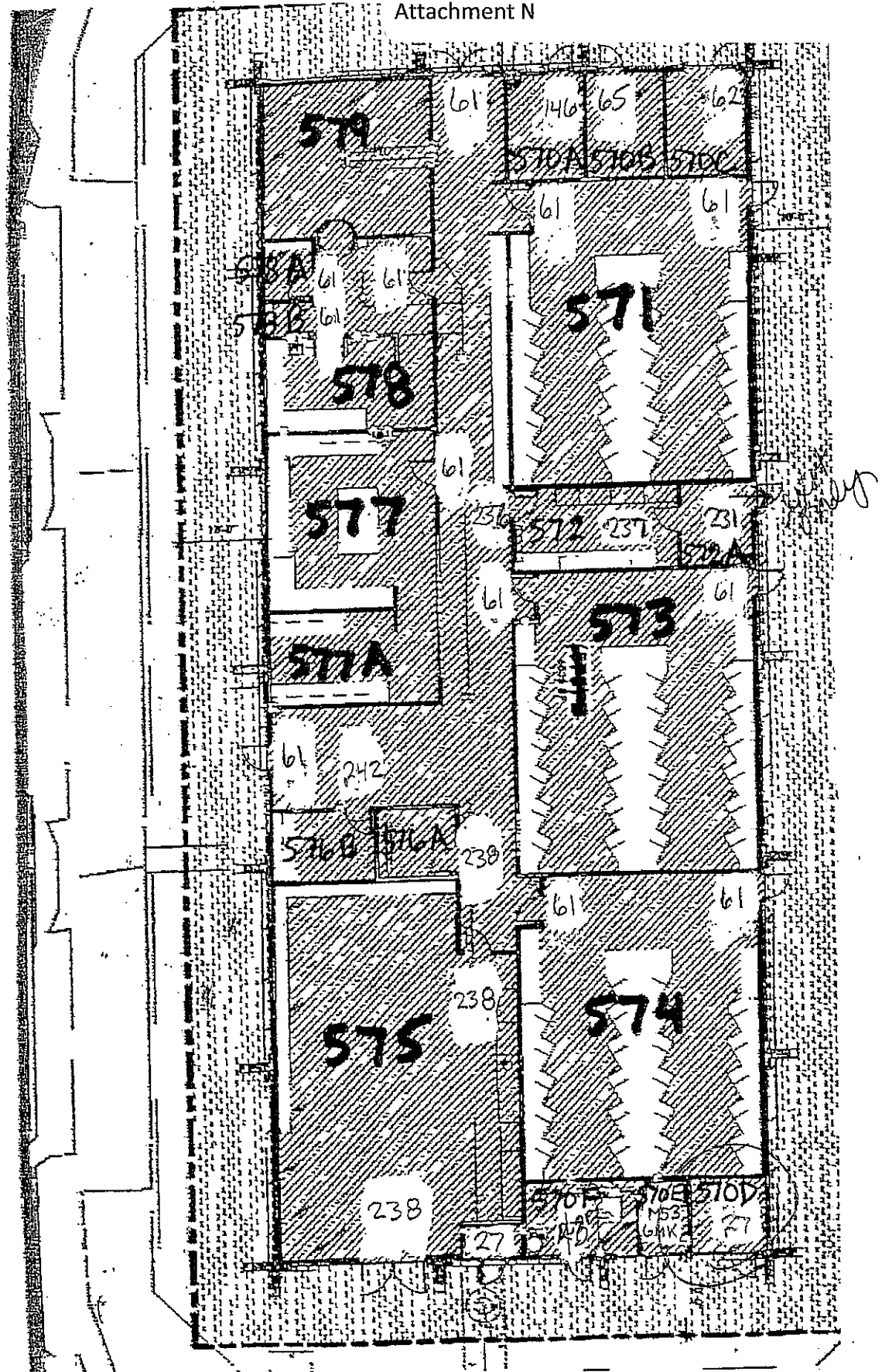
BUILDING TOTAL 7794



CLASSROOMS
BUILDNG-550



new



MLSTR 655

DOCUMENT 008100
SUPPLEMENTAL GENERAL CONDITIONS

These Supplemental General Conditions clarify, modify, or add requirements to the General Conditions. If a N/A is noted on the page number then the General Conditions are not changed in any way by these Supplemental General Conditions and the General Conditions remain in full force as written in DOCUMENT 007000.

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Bid No. 1314-198

Southwestern College Lighting Efficiency T8 and LED Replacement Project

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DOCUMENT 008100
SUPPLEMENTAL GENERAL CONDITIONS

Article 1. DEFINITIONS

"Provide" shall include "provide complete in place," that is, "install District provided T8-25w bulbs and Troffer LED Fixtures with LED Bulbs," to be fully functioning and secure.

Article 2. DRAWINGS AND SPECIFICATIONS

Contract Documents. Contract Documents are complementary, and what is called for by one shall be as binding as if called for by all. The intention of documents is to include all labor and materials (except for District provided T8-25w and Troffer LED Fixtures), equipment, and transportation necessary for the proper execution of the work. Materials or work described in words which as applied have a well-known technical or trade meaning shall be deemed to refer to such recognized standards.

Article 6. TIME FOR COMPLETION AND LIQUIDATED DAMAGES

- A. Project shall be commenced on the date stated in District's notice to the contractor to proceed and shall be completed by Contractor in the time specified. The District prefers early completion of the project. However this must be agreed upon by mutual adjustment of the contract completion date.
- B. The contractor must complete installation of all T8 bulb replacements and Troffer LED fixtures no later than June 30, 2014.
- C. In the event the contractor has not completed 90% of the fixture replacement by the completion date, the District will assess Liquidated Damages of \$500 per day until the remaining 10% of fixtures are completed.

Article 7. PROGRESS SCHEDULE

- A. Within five (5) days after the date of the Award of the Contract, Contractor shall prepare a baseline progress schedule in hard copy and disk form and shall submit this schedule for the District's approval. The schedule shall clearly identify the progress of building access and completion of installation. The Contractor is fully responsible to determine and provide for any and all staffing and resources at levels which allow for good quality and timely completion of the project; the District's approval of the progress schedule does not relieve the Contractor of any such responsibility. Contractor's failure to incorporate all elements of work required for the performance of the contract or any inaccuracy in the schedule shall not excuse the Contractor from performing all work required for a completed project within the specified contract time period, notwithstanding the District's acceptance of the schedule. **The first payment will not be made unless the District has been provided and has accepted the project schedule.**

Article 17. WAGE RATES, PAYROLL RECORDS AND DEBARMENT

- G. This project is funded with State Proposition 39 funds. This has additional labor reporting requirements, see paragraph H below.
- H. California Community College Districts are required to report, at the end of each project utilizing Proposition 39 funds, the Full Time Equivalent (FTE) jobs that have been created in performing the work. The contractor is required to complete the "Job Creation Tracking Report" Form 004400 attached to this contract and/or under the General Condition of the specifications and submit it to the District as part of the close out documents and as a condition for receiving final payment.

Article 19. HOURS OF WORK

All work will be performed after regular academic program hours in order not to interfere with scheduled classes and professor's office hours. **Work must be performed no sooner than 10 PM and must end no later than 06:30 AM the following day Monday through Friday.** This will be considered the regular period of performance for this contract. In some instances access to locations may be made available during the daytime on weekends (Saturday and Sunday), but any work on these days must be scheduled in advance and cleared with the District rep. Any work necessary or requested to be performed on Sundays or other holidays shall be performed without additional expense to District.

Article 22. BUILDER'S RISK/APPLICABLE INSTALLATION/FIRE INSURANCE

- A. Builder's Risk shall not be required for this contract.
- B. All other risk management / insurance requirements of the General Conditions are in affect

Article 26. PERMITS AND LICENSES

All permits and licenses necessary for prosecution of work are completed by the District.

Article 32. MATERIALS

- A. As specifically stated in these Supplemental General Conditions **the District will furnish the T8-25w replacement bulbs and Architectural LED Troffer fixtures with LED bulbs.** Contractor shall provide and pay for all sundries, labor, tools, equipment, water, lights, power, transportation, superintendence, temporary constructions of every nature, and all other services and facilities of every nature whatsoever necessary to execute and complete this contract within specified time.
- B. Unless otherwise specified, all materials shall be new and both workmanship and materials shall be of good quality.
- C. Materials shall be available to the contractor in location designated by the District, in ample quantities and at such times as to insure uninterrupted progress of work and shall be stored properly and protected as required. Contractor shall be entirely responsible

Bid No. 1314-198

Southwestern College Lighting Efficiency T8 and LED Replacement Project

for damage or loss by weather or other causes to materials or work under this contract once they have taken custody of the T8 and LED fixtures from the District's distribution point.

Article 34. SHOP DRAWINGS

If the Architect's response results in a change in the project, then such change shall be effected by a written change order.

Article 36. CLOSEOUT SUBMITTALS

The Contractor shall be responsible for the timely delivery of the technical manuals, warranties and guarantees as required in the technical specifications. The final payment will not be made until the District representative has had an opportunity to review and accept the required documents.

Article 40. CHANGES AND EXTRA WORK

A. If a change is ordered in an item of work covered by a Contract Unit Price, and such change does not involve a substantial change in character of the work from that show on the Plans or specified in the Specifications, then an adjustment in payment will be made. This adjustment will be based upon the increase or decrease in quantity and the Contract Unit Price.

If the actual quantity of an item of work covered by a Contract Unit Price and constructed in conformance with the Plans and Specifications varies from the Bid quantity by 25 percent or less payment will be made at the Contract Unit Price. If the actual quantity of said item of work varies from the Bid quantity by more than 25 percent, payment will be made as appropriate.

If the change is ordered in an item of work covered by a Contract Unit Price, and such changes does invoice a substantial change in the charter of the work from that show on the Plans or specified in the Specifications, an adjustment in payment will be made.

B. Should the actual quantity of an item of work covered by a Contract Unit Prices and constructed in conformance with the Plans and Specifications, exceed the Bid quantity by more than 25 percent, payment for the quantity in excess of 125 percent of the Bid quantity will be made on the basis of an adjustment in the Contract Unit Price mutually agreed to by the Contractor and the District, or at the operation of the Engineer, on the basis of Extra Work.

C. Should the actual quantity of an item of work covered by a Contract Unit Price, and constructed in conformance with the Plans and Specifications, be less than 75 percent of the Bid quantity, an adjustment in payment will not be made unless so requested in writing by the Contractor. If the Contractor so requests, payment will be made on the basis of an adjustment in the Contract Unit Price mutually agreed to by the Contractor and the District, or at the option of the Engineer, on the basis of Extra Work however, in no case will payment be less than would be made for the actual quantity at the Contract Unit Price nor more than would be made for the 75 percent of the Bid quantity at the Contract Unit Price.

Article 50. PROTECTION OF WORK AND PROPERTY

As the Contractor will have access to District property in particular Offices it is imperative the Contractor ensure the security of area. The name and position of the person so designated shall be reported to District by Contractor.

Article 51. LAYOUT AND FIELD ENGINEERING

All field engineering required for laying out this work and establishing grades for earthwork operations shall be furnished by the Contractor at his expense. Such work shall be done by a qualified civil engineer or land surveyor licensed in California and approved by the architect. Any required "as-built" drawings of site development shall be prepared by the qualified civil engineer or land surveyor licensed in California and approved by the architect.

Article 52. REMOVAL OF HAZARDOUS MATERIALS

Not applicable, no hazardous materials are anticipated in any location of the designated work. If the Contractor has concerns of materials encountered they are to stop work in that particular location and move on to other areas of work.

Article 53. CUTTING AND PATCHING

It is anticipated that the work does not require any significant impact to the existing ceiling grids. Where ceiling tiles are removed they are to be returned once the light or LED fixture installation is complete. Damaged or broken tiles resulting from the Contractors action will be replaced at no cost to the District.

Article 54. CLEANING UP

Contractor at all times shall keep premises free from debris such as waste, rubbish, and excess materials and equipment caused by this work. Special note to return classrooms and offices to condition prior to commencement of installation. Ceiling tiles are to be replaced and debris fallen on to carpets are to be cleaned up. If work is anticipated to create dust or debris onto office spaces (desk, chairs, shelving) that drop cloths are to be draped to preclude material from falling.

Article 56. ACCESS TO WORK

District and its representatives shall at all times have access to work wherever it is in preparation or progress. Contractor shall provide safe and proper facilities for such access so that District's representatives may perform their functions under contract.

Article 57. OCCUPANCY

District reserves the right to occupy buildings at any time before completion, and such occupancy shall not constitute final acceptance of any part of work covered by this contract.

Article 59. TEST AND INSPECTIONS

Article 60. SOILS INVESTIGATION REPORT

Not applicable to this contract.

Article 69. COMPLIANCE WITH STATE STORM WATER PERMIT FOR CONSTRUCTION

This section is not applicable to this contract as this is indoor, maintenance type services.

Article 73. FINGERPRINTING

Fingerprinting of contract personnel are not required as work will take place after academic hours and contractor will have zero impact with student / faculty populations.

Article 74. COMPLIANCE WITH DTSC GUIDELINES – IMPORTED SOILS

Not applicable no soil work required of this contract.

Article 75. NO ASBESTOS

The District is not aware of any asbestos materials the contractor will encounter in the execution of this contract.

Article 79. DISTRICT REQUIREMENTS AND PROCEDURES

The following requirements and District procedures apply.

1. Clean existing adjacent surfaces, once the work is complete, to the satisfaction of the Construction Manager.
2. During the period of work, a representative of the firm should be available by phone twenty-four (24) hours a day for emergencies. Emergency after hour's phone # must be provided to Construction Manager.
3. Provide for cleanup at the construction site on a daily basis.
4. Contractor is to be made aware that control of dust is critical due to the nature of the environment, i.e., School, and that Contractor is to ensure that dust levels are kept to a minimum at all times.
5. Contractor at no time shall discuss project with school employees. All communications should go through the Construction Manager.
6. In the event that Contractor needs to shut off utilities serving adjacent rooms and/or buildings to complete scopes of work Contractor shall do the following:

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- a. Get written approval from Construction Manager (72 hour notice) before shut off is allowed.
7. Contractor shall not park construction vehicles in general public areas that are not designed for general parking (parking permits are required).
8. Safety requirements for own work, in compliance with most recent OSHA regulations and in cooperation with SWC Safety Construction Rules.
9. Contractor is responsible for recognizing this as a high priority project for the District, and that it shall require special priority, coordination, and management to maintain the District's project phasing schedule.
10. Contractor is responsible for temporary power, portable lighting, electrical provisions, and provisions necessary to complete work.
11. Compliance with regulatory agencies i.e. Cal/OSHA, Fed/OSHA, trade organization and governing body requirements having jurisdiction over own work. In the event of conflicting regulations the more stringent shall take precedence.
12. Contractor is responsible for storage and security of own materials and/or equipment located on and off jobsite property. The location of equipment and material staging is to be determined and approved by Construction Manager. Provide own work shed, yard, lighting and security fence if required for storage. Provide relocation of staging areas as necessary due to Construction Progress and as directed by Construction Manager.
13. Contractor is required attend the mandatory pre-construction conference /job walk.
14. Contractor is responsible for reviewing the project and is aware of existing conditions by attending the mandatory preconstruction conference /job walk and regardless of depiction of existing conditions on contract documents Contractor has included funds to deal with these existing conditions in the Contractor's base bid.
15. Contractor should not rely on any representation made by anyone other than those individuals duly authorized to survey, locate and stake existing utilities. Trade contractor also responsible for potholing (including hand digging), locating, and documenting existing utility locations and turning over as-built to the CM.
16. Contractor is responsible for Calling Dig Alert before digging and request appropriate mark-out in area of work well in advance of starting work; it is the law.
17. No company banners or signage to be displayed on site without permission of the owner.

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18. Contractor is responsible for safe offing existing utilities and conditions corresponding to Contractor's scope of work (electrical, plumbing, mechanical, etc.) prior to beginning of demolition, grading and trenching operations.
19. Contractors responsible for layout and field measurements for own work.
20. Contractor is responsible to maintain all work activities within the limits of the construction boundary. Damage to adjacent finished surfaces will be the responsibility of the contractor to repair to like new condition.
21. Contractor to provide water for dust control, soil needs and washouts.
22. No radios or other music/news generating devices of any kind are allowed on this project.

A. GENERAL SAFETY RULES

Accident Prevention Signs and Tags

Required signs and symbols shall be visible at all times when work is being performed, and shall be removed or covered promptly when the hazard no longer exists. Refer to the Occupational Safety and Health manuals for examples and specifications of marking physical hazards.

Danger Signs

Danger signs shall be used only where an immediate hazard exists. These signs shall have red as the predominate color for the upper panel; blank outline on the borders; and white lower panel for additional sign wording.

Caution Signs

Caution signs shall be used only to warn against potential hazards or to caution against unsafe practices. These signs shall have yellow as the predominate color; black upper panel and borders; yellow lettering of "caution" on the black panel; and the lower yellow panels for additional sign wording.

Exit Signs

Exit signs shall be lettered in legible red letters, not less than 6 inches high, on a white field and the principal stroke of the letter shall be at least three-fourths inch in width.

Safety Instruction Signs

Safety instruction signs, when used, shall be white with green upper panel with white letters to convey the principle message. Any additional wording on the sign shall be black letters on the white background.

Directional Signs

Directional Signs shall be white with a burgundy panel and white directional symbol. Any additional wordings on the sign shall be burgundy letters on the white background.

Traffic Signs

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Construction areas shall be posted with legible traffic signs at the points of hazard. All traffic control signs or devices used for protection or construction workmen shall conform to American National Standards Institute 6.1-1961, Manual on Uniform Traffic Control Devices for Streets and Highways.

Contractor/Workers Conduct

Practical jokes, horseplay, wrestling, fighting, profanity and lewd comments are prohibited and will not be tolerated. Non-compliance will be grounds for dismissal from project and/or employee(s) being forbidden entry onto the project. Interaction with Staff and/or students is not allowed and all workers must remain in the boundaries of the project site/laydown and parking areas with one exception, at the Districts discretion, workers will be allowed to use the cafeteria on the main campus providing construction dirt/dust/debris is not tracked into the cafeteria or dining areas and can conduct themselves in a professional manor (Roach Coach will not be permitted on campus).

Employee Identification

All project site employees will be issued an identification badge and/or hardhat sticker upon completion of their initial safety orientation. All persons without a hardhat identification sticker shall report to CM's office for verification of employment status, attendance at an orientation session, or issuance of a single day visitor pass. The identification badge shall be maintained in good condition and on the person to whom it is issued. The identification badge shall be returned to CM or the Owner when employment on the Project is terminated or when requested by CM, or other authorized and designated person. All lost or stolen identification cards shall be immediately reported to CM or the Owner

B. INTERIM LIFE SAFETY MATTERS FOR OCCUPIED FACILITIES

Specific Measures

Whenever construction affects the facility's ability to accommodate occupants (either because of disruption of services, interruption of normal operations, or when hazards are present), it will become necessary to implement interim life safety measures, as follows:

1. Ensure that all exits are clear. This includes areas directly affected as well as all other exits.
2. Ensure that there is free access to emergency services, that vehicles, material, etc. are not blocking the access route.
3. Disabling of fire protection systems. A small disaster could escalate if the fire protection system is not functional. Care should be given to provide an alternate system while the primary system is off-line. This includes scheduled maintenance, upgrade, repairs, or adding of coverage resulting in disabling system, and disabling system to allow maintenance or repairs to be completed on other systems (e.g. hot work).
4. Fire alarm, detection, and suppression systems must not be impaired. A temporary (but equivalent) system shall be used if the system is impaired. These temporary systems must be tested monthly.
5. Temporary construction partitions shall be smoke tight and noncombustible. Adequate signage shall discourage casual observers from opening or entering the partitions.
6. Additional fire-fighting equipment must be provided, as well as personnel trained in its use.
7. Smoking is prohibited on campus, in and adjacent to all construction areas. Strict enforcement must occur.

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8. Construction site shall be kept clean and orderly. This includes material piles, debris, platforms, and break areas.
9. Hazard surveillance of sites shall be increased and documented. Attention is to be given to evacuation routes, construction areas, storage, office/lunch areas, and fuel storage.
10. Whenever the safeties of adjacent areas are compromised because of construction, staff shall be informed. Alternate exit routes shall be identified.
11. Facility-wide education programs are conducted explaining interim life safety matters and current life safety deficiencies.
12. The construction site must be restricted from all but authorized staff. Adequate signage shall be provided.
13. Alternate access must be provided for public and emergency traffic whenever disruption occurs.
14. Procedures must ensure that roads and pathways are clear of mud, debris, materials, etc.
15. Construction workers must be made aware of egress routes. Construction workers' egress routes must be inspected daily to ensure no obstacles.
16. Effective storage, housekeeping, and debris-removal policies and procedures must be in place to reduce collection of combustibles in construction areas.
17. Fire zones altered, the owner's staff will be informed in regard to new or different life safety measures (with site plan and upon SWC approval) regarding their changed compartmentation and fire safety
18. SWC/CM shall be kept apprised of status of life safety during project and proper notification must be made whenever life safety is diminished.

C. PARKING RULES AND REGULATIONS

Construction Personal and Equipment

On-campus parking and traffic is supervised by the Southwestern College Police Department. The following rules and regulations pertain to all vehicles within Southwestern College jurisdiction. A copy of the College parking policy for construction personal and equipment is available at the Southwestern College Police Department, Building 105, located on the main campus and at the Prop R Management Office, Building 1688.

1. All regulatory signs on campus must be obeyed. Violators will be cited under California Vehicle Code Section 21113(a).
2. The maximum speed limit on the campus is **20 MPH**.
3. Construction vehicles with valid parking permits (must be displayed on the dash, face up) are allowed to park in white-lined parking stalls only one hour before the evening work shift (e.g. at 9 pm) and must vacate the parking lot not later than 30 minutes after the work shift (e.g. 7 am). Parking in triangles, along roadways, or along parking lot curbing is prohibited.
4. **Parking on sidewalks and lawns is prohibited and violators will be cited.**
5. Vehicle stopping, parking, or equipment staging is not allowed on the perimeter road of the main campus without a 72 hour written notice and approval by the Director of Facilities, Operations, and Planning.
6. Permits are required at all Southwestern College sites. Except in metered or disabled person parking spaces, all vehicles must have a valid college parking permit, properly displayed, while parked on any campus. Permits are not valid in metered spaces. Vehicles

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parked in disabled person spaces must display valid state-issued disabled person identification at all times.

7. **Construction parking for Privately Owned Vehicles (POV) will be allowed without displaying a permit only in Lot A and only for the period of construction (10 pm to 6:30 am the following day).** POV parking prior or after that timeframe must comply with permit requirements. , intended for visitors to the campus, is available in the visitor parking lot (Lot A) adjacent to Building 100 on the main campus.
8. Single day permits, valid the date of issuance, are available for \$3.00 from permit dispensers at various locations on campus. These daily permits are valid in white-lined parking stalls only.
9. Motorcycles may be parked only in areas designated for motorcycle parking and require a valid motorcycle permit. Multi-vehicle parking permits and single day parking permits are not available for motorcycle parking at this time.
10. Purchase of a parking permit does NOT guarantee a parking space. The responsibility for finding a legal parking space rests with the operator of the vehicle. Lack of space is not an excuse for illegal parking.
11. Southwestern College is not responsible for lost or stolen permits. Replacement permits may be purchased in the Cashier's Office.
12. Special permits may be issued by the College Police Department. Such permits must be displayed on the dash, face up.
13. All vehicles remaining for more than 15 minutes in any loading zone on campus will be cited.

END OF SUPPLEMENTAL GENERAL CONDITIONS

**DOCUMENT 008150
HAZARDOUS MATERIAL PROCEDURES AND REQUIREMENTS**

A. Summary

This document includes information applicable to hazardous materials and hazard waste abatement.

B. Notice of Hazardous Waste or Materials Conditions

1. Contractor shall give notice in writing to the District, the Project Manager, and the Architect promptly, before any of the following conditions are disturbed, and in no event later than twenty-four (24) hours after first observance, of any:
 - a) Material that Contractor or any Subcontractor believes may be material that is hazardous waste or hazardous material, as defined in section 25117 of the California Health and Safety Code, that is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law;
 - b) Other material that may present a substantial danger to persons or property exposed thereto in connection with Work at the site.
2. Contractor's written notice shall indicate whether the hazardous waste or material was shown or indicated in the Contract Documents to be within the scope of Work, and whether the materials were brought to the site by Contractor, its Subcontractors, suppliers, or anyone else for whom Contractor is responsible. As used in this section the term "hazardous materials" shall include, without limitation, asbestos, lead, Polychlorinated biphenyl (PCB), petroleum and related hydrocarbons, and radioactive material.
3. In response to Contractor's written notice, the District shall investigate the identified conditions.
4. If the District determines that conditions do not involve hazardous materials or that no change in terms of Contract is justified, the District shall so notify Contractor in writing, stating reasons. If the District and Contractor cannot agree on whether conditions justify an adjustment in Contract Price or Contract Times, or on the extent of any adjustment, Contractor shall proceed with the Work as directed by the District.
5. If after receipt of notice from the District, Contractor does not agree to resume Work based on a reasonable belief it is unsafe, or does not agree to resume Work under special conditions, then District may order such portion of Work that is in connection with such hazardous condition or such affected area to be deleted from the Work, or performed by others, or District may invoke its rights to terminate the Contract in whole or in part. District will determine entitlement to or

the amount or extent of an adjustment, if any, in Contract Price or Contract Times as a result of deleting such portion of Work, or performing the Work by others.

6. If Contractor stops Work in connection with any hazardous condition and in any area affected thereby, Contractor shall immediately redeploy its workers, equipment, and materials, as necessary, to other portions of the Work to minimize delay and disruption.

C. Additional Warranties and Representations

1. Contractor represents and warrants that it, its employees, and its subcontractors and their employees, shall at all times have the required levels of familiarity with the Site and the Work, training, and ability to comply fully with all applicable law and contract requirements for safe and expeditious performance of the Work, including whatever training is or may be required regarding the activities to be performed (including, but not limited to, all training required to address adequately the actual or potential dangers of Contract performance).
2. Contractor represents and warrants that it, its employees, and its subcontractors and their employees, shall at all times have and maintain in good standing any and all certifications and licenses required by applicable federal, state, and other governmental and quasi-governmental requirements applicable to the Work.
3. Contractor represents and warrants that it has studied carefully all requirements of the Asbestos and Lead-Related Construction Specifications for Southwestern Community College dated August 19, 2011 regarding procedures for demolition, hazardous waste abatement, or safety practices, specified in the Contract, and prior to submitting its Contract Documents, has either (a) verified to its satisfaction that the specified procedures are adequate and sufficient to achieve the results intended by the Contract Documents, or (b) by way of approved "or equal" request or request for clarification and written Addenda, secured changes to the specified procedures sufficient to achieve the results intended by the Contract Documents. Contractor accepts the risk that any specified procedure will result in a completed Project in full compliance with the Contract Documents.

D. Monitoring and Testing

1. District reserves the right, in its sole discretion, to conduct air monitoring, earth monitoring, Work monitoring, and any other tests (in addition to testing required under the agreement or applicable law), to monitor Contract requirements of safe and statutorily compliant work methods and (where applicable) safe re-entry level air standards under state and federal law upon completion of the job, and compliance of the work with periodic and final inspection by public and quasi-public entities having jurisdiction.
2. Contractor acknowledges that District has the right to perform, or cause to be performed, various activities and tests including, but not limited to, pre-abatement, during abatement, and post-abatement air monitoring, that District shall have no obligation to perform said activities and tests, and that a portion of

said activities and tests may take place prior to the completion of the Work by Contractor. In the event District elects to perform these activities and tests, Contractor shall afford District ample access to the Site and all areas of the Work as may be necessary for the performance of these activities and tests. Contractor will include the potential impact of these activities or tests by District in the Contract Price and the Scheduled Completion Date.

3. Notwithstanding District's rights granted by this paragraph, Contractor may retain its own industrial hygiene consultant at Contractor's own expense and may collect samples and may perform tests including, but not limited to, pre-abatement, during abatement, and post-abatement personal air monitoring, and District reserves the right to request documentation of all such activities and tests performed by Contractor relating to the Work and Contractor shall immediately provide that documentation upon request.

E. Compliance with Laws

1. Contractor shall perform safe, expeditious, and orderly work in accordance with the best practices and the highest standards in the hazardous waste abatement, removal, and disposal industry, the applicable law, and the Contract Documents, including, but not limited to, all responsibilities relating to the preparation and return of waste shipment records, all requirements of the law, delivering of all requisite notices, and obtaining all necessary governmental and quasi-governmental approvals.
2. Contractor represents that it is familiar with and shall comply with all laws applicable to the Work or completed Work including, but not limited to, all federal, state, and local laws, statutes, standards, rules, regulations, and ordinances applicable to the Work relating to:
 - i The protection of the public health, welfare and environment;
 - ii Storage, handling, or use of asbestos, PCB, lead, petroleum based products or other hazardous materials;
 - iii The generation, processing, treatment, storage, transport, disposal, destruction, or other management of asbestos, PCB, lead, petroleum, or hazardous waste materials or other waste materials of any kind; and
 - iv The protection of environmentally sensitive areas such as wetlands and coastal areas.

F. Disposal

1. Contractor has the sole responsibility for determining current waste storage, handling, transportation, and disposal regulations for the job Site and for each waste disposal facility. Contractor must comply fully at its sole cost and expense with these regulations and any applicable law. District may, but is not obligated

to, require submittals with this information for it to review consistent with the Contract Documents.

2. Contractor shall develop and implement a system acceptable to District to track hazardous waste from the Site to disposal, including appropriate "Hazardous Waste Manifests" on the EPA form, so that District may track the volume of waste it put in each landfill and receive from each landfill a certificate of receipt.
3. Contractor shall provide District with the name and address of each waste disposal facility prior to any disposal, and District shall have the express right to reject any proposed disposal facility. Contractor shall not use any disposal facility to which District has objected. Contractor shall document actual disposal or destruction of waste at a designated facility by completing a disposal certificate or certificate of destruction forwarding the original to the District.

G. Permits

1. Before performing any of the Work, and at such other times as may be required by applicable law, Contractor shall deliver all requisite notices and obtain the approval of all governmental and quasi-governmental authorities having jurisdiction over the Work. Contractor shall submit evidence satisfactory to District that it and any disposal facility have fully complied with these requirements.
2. Contractor shall obtain all required permits, approvals, and the like in a timely manner both prior to commencement of the Work and thereafter as and when required by applicable law.
3. Contractor, all Subcontractors and any and all disposal facilities shall be in full compliance with all such permits, approvals and the regulations.
4. Before commencing any work in connection with the Work involving asbestos-containing materials, or PCBs, or other hazardous materials subject to regulation, Contractor agrees to provide the required notice of intent to renovate or demolish to the appropriate state or federal agency having jurisdiction, by certified mail, return receipt requested, or by some other method of transmittal for which a return receipt is obtained, and to send a copy of that notice to District. Contractor shall not conduct any Work involving asbestos-containing materials or PCBs unless Contractor has first confirmed that the appropriate agency having jurisdiction is in receipt of the required notification. All permits, licenses, and bonds that are required by governmental or quasi-governmental authorities, and all fees, deposits, tap fees, offsite easements, and asbestos and PCB disposal facilities expenses necessary for the prosecution of the Work, shall be procured and paid for by Contractor. Contractor shall give all notices and comply with the all applicable laws bearing on the conduct of the Work as drawn and specified. If Contractor observes or reasonably should have observed that Plans and Specifications and other Contract Documents are at variance therewith, it shall be responsible for promptly notifying District in writing of such fact. If Contractor

performs any Work contrary to applicable laws, it shall bear all costs arising therefrom.

5. In the case of any permits or notices held in District's name or of necessity to be made in District's name, District shall cooperate with Contractor in securing the permit or giving the notice, but the Contractor shall prepare for District review and execution upon approval, all necessary applications, notices, and other materials.

H. Indemnification

To the extent permitted by law, the indemnities and limitations of liability expressed throughout the Contract Documents apply with equal force and effect to any claims or liabilities imposed or existing by virtue of the removal, abatement, and disposal of hazardous waste. This includes, but is not limited to, liabilities connected to the selection and use of a waste disposal facility, personal injury, property damage, loss of use of property, damage to the environment or natural resources, or "disposal" and "release" of materials associated with the Work (as defined in 42 U.S.C. § 9601 et seq.).

I. Termination

District shall have an absolute right to terminate the Contract for default immediately without notice and without an opportunity to cure should Contractor knowingly or recklessly commit a material breach of the terms of the Contract Documents, or any applicable law, on any matter involving the exposure of persons or property to hazardous waste.

END OF DOCUMENT