



# Ventura County Community College District

PURCHASING DEPARTMENT

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DATE: April 19, 2018  
TO: All Vendors  
FROM: Lisa Sorensen, Purchasing Specialist  
SUBJECT: Addendum 1 – RFP 578 Emergency Notification Solutions for Ventura County Community College District

*This addendum is hereby made part of the Contract Documents to the same extent as though it was originally included therein and takes precedence over the original documents. The outdated pages must be replaced with any updated and/or changed pages when submitting your RFP submission.*

**The following changes have been made to the RFP documents:**

- Special Conditions, page 1, #1.01 b Rev 4/19/19 Liquidated Damages amounts have been corrected, both the written and figure amount are \$200. See corrected revision attached to this addendum.

**New Information:**

- Questions may be submitted by 5:00 PM, Tuesday May 14, 2019 and **Final** questions by 5:00 pm, Wednesday May 22, 2019.
- The RFP due date has been extended to 3:00 pm, Tuesday, June 4, 2019. After review of all proposals, a selection committee will select three finalists. These finalists will be required to meet, in person or by Skype, with the selection committee within 7 days of notice.
- A non-mandatory second site-walk will be held Friday, May 3, 2019, schedule as follows:

Moorpark College 8:30 am to 10:30 am - Maintenance and Operations - 7075 Campus Dr., Moorpark CA, 93021 (Note: the entrance to Moorpark Maintenance and Operations is located off Collins Rd)

Oxnard College 11:30 am to 12:30 pm - Maintenance and Operations 4000 S. Rose, Oxnard CA 93030

Ventura College 2:00 to 4:00 – Maintenance and Operations 4900 Loma Vista Rd, Ventura CA 93003

Please RSVP with number of attendees to [lsorensen@vcccd.edu](mailto:lsorensen@vcccd.edu).

- Plans for the District Office Location will be sent via e-mail /link , please e-mail to [lsorensen@vcccd.edu](mailto:lsorensen@vcccd.edu) to request the link.



# Ventura County Community College District

PURCHASING DEPARTMENT

## Question and Answers:

Q. Can we schedule a second job walk for additional engineers to visit specific sites to ensure we get all of the information we need?

A. See above under New Information for the May 3, 2016 site walk.

Q. Can you give us an idea of the budget that has been allocated for this project. Is there any chance that this RFP could possibly be broken up into 2 projects based on the final pricing? For example, based on the price for cabling, is there a chance the EMNS solution could be delayed and have to be rebid at a future date or will both projects be awarded at this point regardless?

A. The District is seeking a partner in this process; we are not interested in breaking it into two projects at this time. A sizable budget has been identified.

Q. What are the specific models of phone handsets that you have throughout the locations?

A.

USB Phones	
Polycom CX300	350 est.
VoIP PoE Phones	
Aastra 6725ip	12
HP 4120 IP Phone	5
Polycom CX500	2
Polycom CX600	234
Polycom CX700	130
Polycom CX3000 (conference phones)	15
Microsoft CPE	1
Polycom VVX 401	1
Polycom VVX 410	2
Polycom VVX 500	3



# Ventura County Community College District

## PURCHASING DEPARTMENT

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Q. You mention integration to mobile phones for the EMNS. How many mobile phones total will the solution need to notify?

A. That would depend on the nature of the emergency/disaster. The District has an approximate headcount of 50,000 staff and students across the District.

Q. What is the total number of desktops; PC's or MAC's that you have across all locations for notification?

A. 5,500.

Q. Although we can count them up on the floorplans, do you happen to have a breakdown of how many actual classrooms you have across all campuses? We are looking for the total # of rooms where you will need visual as well as audible notification. We understand there will be additional requirements such as hallways and other areas, just looking for actual rooms.

A. Oxnard College - 82, Moorpark College – 182, Ventura College – 149.

Q. Can we use the Colleges Virtual network for any server requirements we may have? Would the College be open to allowing us to use there VM environment?

A. Yes.

Q. How many total phones/handsets do you have across all locations?

A. Approximately 750.

Q. Do you have a radio system that you would also like us to integrate to? If so, what is the model and how many total radios do you have?

A. This is not a requirement.

Q. Is talkback required through any of the actual speakers that will be used for paging, or will the phones be sufficient for that feature?

A. Talkback is not a required feature.

Q. As part of the EMNS solution, is a bell/clock schedule desired as well as part of the solution?

A. Bell schedule is not desired, clock would be a possible option though not required.



# Ventura County Community College District

## PURCHASING DEPARTMENT

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Q. Are you looking for integration to the fire alarm so when the fire alarm is activated it triggers the EMNS solution as well?

A. No, the District is not looking for integration to fire alarms at this time.

Q. Do you have any automatic locking doors that you would like controlled by the EMNS solution as well? If so, how many doors have automatic locks?

A. No, the District does not have automated locking doors.

Q. Do you require discreet panic buttons in certain locations for the activation of the system? If so, how many and for which locations?

A. This is not a requirement.

Q. Are you interested in having the ability for staff to have wireless fobs that they can carry around, or put around their neck to activate a specific emergency at any time when needed? If so, how many staff would need these?

A. This is not a requirement of the RFP but if this is part of a proposed solution, the District has approximately 1,770 full/part time faculty and staff.

Q. Should the proposed solution only focus on the main part of the campus consisting of classroom buildings, administrative offices, and open quad areas? Or should the athletic fields, parking lots, and outlying buildings also be included?

A. The primary focus is classrooms for the alerting devices, other areas can be covered by other methods the District is looking to partner with someone who can synthesize multiple solutions and manage the project.

Q. The IT Survey results do not provide enough information regarding the LAN Active hardware, whether there are open ports, or the available PoE budget. Should the vendors propose a new 24 port PoE Gigabit Ethernet switch for each IDF? (Aruba 3810 with SFP+ uplinks)

A. The District is gathering the LAN information requested and will provide a link to these documents soon. The vendors should propose what will be needed for the project solution. A new 24 port for every IDF may be more than what is required.

Q. The District has stated they are interested in implementing the digital and auditory display units where infrastructure is in place to support the requirements. To what extent should the infrastructure be existing for the vendor to know whether to include that location in their proposal? For example, the horizontal drop cable from the IDF to the digital/auditory display unit is unlikely to be in place at this time, should the vendor include these drop cables for devices?



# Ventura County Community College District

PURCHASING DEPARTMENT

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A. Yes, if that is part of their solution.

Q. The IT Survey results have a table with facts about each IDF. One of the values in this table is a Yes or No statement regarding Open Horizontal Pathway. There will be a "Y" implying available pathway, or an "N" implying no open pathway. In the next column it states the percent fill of the pathway. In one example for the Oxnard Administration building is shows a "Y" for open pathway coming out of IDF-2, but then shows 80% for pathway fill ratio. Electrical code would indicate that 80% fill is already full and no additional cables can be installed. Please clarify. In these locations should the vendor assume that a new sleeve exiting the IDF should be provided?

A. Yes

Q. How many computer desktops will the District want to notify?

A. 5,500

Q. Is the District using Microsoft Teams?

A. Currently on Lync, will be looking to upgrade to Teams in the future.

Q. It appears the District want High Availability – can the District confirm how many locations over the WAN? There appears to be 3 remote.

A. The District has 4 sites (District Administrative Center, Moorpark College, Oxnard College and , Ventura College) HA over WAN at the time of the project.

Q. What integrations is the District looking for? Access Control systems, Fire Alarms, etc.?

A. The District is looking for the solutions proposed to integrate with each other as much as possible and tie-in with the systems defined in the RFP.

Q. Is the District looking to replace ALL of the current ENS Environment or are you intending to keep any of it with integrations?

A. The District is looking to the expertise of the vendors on the best overall solution as detailed in the RFP. If that means you leverage our existing environment or it needs to be decommissioned, the District will work with the awarded vendor to accomplish the project goals.

Q. Can the Contractor pull information from Active Directory?



# Ventura County Community College District

## PURCHASING DEPARTMENT

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A. The selected vendor will have access to active directory and other applications/data sets as required

Q. How can we schedule a second Job Walk with the District?

A. See details above regarding May 3, 2019 site-walk.

Q. Please clarify the amount of Liquidated Damages for delayed substantial completion of the work. Under Special Conditions 1.01 A. b. Liquidated damages it states "Liquidated Damages shall be at the rate of Five Hundred Dollars (\$200) per calendar day until Substantial Completion of the Work is achieved, per agreed upon timeline scheduled after award of contract."

A. See page 1 of addendum for the clarification of \$200 per day liquidated damages.

Q. Could you please confirm VCCCD will be implementing according to the standard approach concerning unit placement, found at [www.alertus.com/site-survey](http://www.alertus.com/site-survey)?

A. The District is not implementing according to that standard unless that is a recommendation in the proposal selected. For example, the District does not have residence halls nor are we asking for a beacon solution in every administrative suite where there are phones, computers and other ways to alert employees.

Q. Our partner, Alertus, was able to represent both Alertus and Everbridge for the 2 day onsite walkthroughs last week. Per VCCCD RFP rules, are we able to bid outside of Alertus or is VCCCD expecting Everbridge to be a sub-contractor to Alertus?

A. The District have no expectations or rules restricting how vendors bid along these lines. The only requirement is that at least one vendor in the proposal had to come to the initial job walk

End of Addendum 1

# SPECIAL CONDITIONS

## 1.01 Contract Time Terms and Conditions

**A. Substantial Completion of the Work and Final Contract Documents.** Final Contract Documents will be finalized with the Recommended Vendor. Draft (Sample) documents are included in this RFP packet for your review. The Work shall be commenced on the date stated in the Notice to Proceed issued by the District to the Contractor. The recommended Vendor may start planning work with the Associate Vice Chancellor of Information Technology once notified, however, award is dependent on final Board Approval and completion of final RFP contract documents with milestones and terms and conditions.

**a. Milestones and Completion Dates.** Notwithstanding any provision of the Contract Documents to the contrary, Contractor shall sequence and coordinate the work so that portions of the work are completed as required by the Work Segment Plan in accordance with the following interim start and completion dates per final time line developed between Ventura County Community College District and Awarded Vendor.

**b. Liquidated Damages.** Delayed Substantial Completion of the Work. The Contractor shall be subject to the assessment and withholding of Liquidated Damages for failure to achieve Substantial Completion of the Work within the Contract Time as indicated in final agreement and timeline. Liquidated Damages shall be at the rate of Two Hundred Dollars (\$200) per calendar day until Substantial Completion of the Work is achieved, per agreed upon timeline scheduled after award of contract.

**Delayed Submittals and Cumulative Assessment of Liquidated Damages.** The per day assessment of Liquidated Damages for Contractor's delayed submission of Submittals pursuant to Article 4.8.2.1 of the General Conditions is One Hundred Dollars (\$100) per calendar day per Submittal until the required Submittal is submitted.

If the Contractor fails to timely delivery the Submittals, fails to achieve Final Completion of the Work Segments as set forth herein, or fails to achieve Substantial or Final Completion of the Work, the Contractor shall be subject to assessment and withholding of Liquidated Damages in the amounts set forth above for each such portion of the Work which is not timely delivered or completed within the time allocated for each portion of the Work.

## 1.02 Insurance

**A. Insurance Provided By Contractor.** Pursuant to Article 6 of the General Conditions, the Contractor shall provide and maintain the following insurance coverage amounts as set forth below:

- 1. Workers Compensation Insurance**  
In accordance with limits established by law.

- |    |  |             |
|----|--|-------------|
| 2. | <b>Employers Liability Insurance</b>                       | \$1,000,000 |
| 3. | <b>Commercial General Liability Insurance</b>              |             |
|    | Per Occurrence   | \$2,000,000 |
|    | Aggregate  | \$5,000,000 |
| 4. | <b>Automobile Liability Insurance</b>                      | \$1,000,000 |
| 5. | <b>Builders Risk Insurance</b>                             |             |
|    | In an amount equal to 110% of the original Contract Price. |             |
| 6. | <b>Excess Products and Completed Operations</b>            | \$2,000,000 |

**B. Insurance Provided by Subcontractors.**

Pursuant to Article 6 of the General Conditions, all Subcontractors and Sub-Subcontractors shall provide and maintain the following insurance coverages, with minimum coverage amounts as set forth below:

- |    |   |             |
|----|---|-------------|
| 1. | <b>Workers Compensation Insurance</b>         |             |
|    | In accordance with limits established by law. |             |
| 2. | <b>Employers Liability Insurance</b>          | \$1,000,000 |
| 3. | <b>Commercial General Liability Insurance</b> |             |
|    | Per Occurrence                                | \$1,000,000 |
|    | Aggregate                                     | \$2,000,000 |
| 4. | <b>Automobile Liability</b>                   |             |
|    | Bodily Injury/Property Damage Per Occurrence  | \$1,000,000 |

**1.04 Drawings and Specifications.**

The number of sets of the Drawings and Specifications, which the District will provide to the awarded Contractor one (1) set of reproducible specifications with plans in hard copy or digital.

**1.05 Number of Contract Documents.**

The number of executed copies of the Agreement is two (2); the number of Performance Bonds and Payment Bonds required is one (1) by the awarded vendor.

**1.06 Security.**

In addition to the security requirements set forth elsewhere in the Contract Documents, the Contractor must adhere to the following:

- A. Locked Door Policy.** No building, room or site gate shall be left unsecured for any period of time when not occupied by the Contractor and/or after the Contractor's daily work hours.



**1.07 Working Hours.**

The working hours for this Contract shall be 7:00 a.m. to 7:00 p.m. Monday through Friday. Saturday/Sunday work requires written notification to the District.

Work hours are subject to standard construction hours per the Ordinance set by the **City of Camarillo, Oxnard, Ventura and Moorpark, CA**. Contractor is expected to work weekends and holidays, as necessary, to complete the work within the specified time of completion without any additional cost to the District. At the District's request, Contractor shall modify the working hours for the Contract without adjustment of the Contract Time or Contract Price. (Reference General Conditions Article 7.2.1)

**1.08 Temporary Electric Power.**

Provide temporary electric power as necessary for execution of work. The Contractor will arrange distribution service point for electric power with the College Director of Maintenance. Contractor shall provide meters, necessary wiring, switches, receptacles, etc., and make connections to distribution points. Contractor is to pay all costs for temporary electric power.

**1.09 Temporary Lighting.**

Provide lighting and outlets in temporary structures and wherever necessary for proper performance and inspection of work. If operations are performed during hours of darkness and whenever District deems natural lighting insufficient, provide adequate floodlights, clusters, and spot illumination, as required to facilitate reading of drawings and specifications. Make arrangements with subcontractors for electric services and lighting as necessary in performance of their work. Contractor is to pay for all temporary lighting.

**1.10 Temporary Telephone and Fax Service.**

Provide maintain and pay for duration of work, for temporary telephone and fax service including installation, maintenance and removal for construction needs.

**1.12 Drinking water shall be available in the Construction trailer.**

**1.13 Temporary Gas.**

Provide temporary gas service as necessary for execution of work. Contractor shall connect gas service to new meter in an approved manner. Gas used and all other costs including installation, maintenance and removal of temporary meter shall be paid by the Contractor.

**1.14. Temporary Offices (Construction Trailers).**

**1.14.1** Prior to starting work, provide and maintain for duration of operations, separate temporary office facilities as required for Contractor's administration; likewise, all necessary sheds and facilities for proper storage of tools, materials, and equipment employed in performance of work.

**1.14.2** The office shall be conveniently located in area as directed by the District, substantially and neatly constructed, weather-tight, well lighted, and neatly painted inside and out. The office shall be heated and cooled. It shall have doors, which are separately keyed, and two or more windows on opposite sides.

**1.15 Temporary Office (Contractor's Trailer).**

**1.15.1** Prior to starting work, provide and maintain for duration of operations, temporary office facilities as required for Contractor's administration; likewise, all necessary sheds and facilities for proper storage of tools, materials, and equipment employed in performance of work.

**1.15.2** The office shall be a separate structure. The location of the office trailer will be determined at the time of mobilization to be acceptable to the District. The office structure shall be substantially and neatly constructed, weather-tight, well lighted, and neatly painted inside and out. The office shall be heated and cooled. It shall have doors that are separately keyed and two or more windows on opposite sides.

**1.15.3** The facilities for Contractor's use shall be not less than described herein. The facilities shall be of suitable size to accommodate the office, and shall be furnished with whatever facilities the Contractor needs.

**1.15.4** Costs of the field office and utilities, including cleaning service not less than once per week, shall be borne by the Contractor.

**1.20 Temporary Scaffolding, Stairs, and Hoists.**

Provide and maintain for duration of work, in accordance with CAL-OSHA and applicable laws and ordinances, all required temporary standing scaffolding, and temporary stairs, ladders, ramps, runways and hoists for use of all trades, unless otherwise specified in Contract Documents.

**1.21 Temporary Guards, Barricades, and Lights.**

**1.21.1** Provide construction canopies, barricades, fences, guards, railings, lights, and warning signs necessary and required by law, and take necessary precautions required to avoid injury or damage to any and all persons and property.

**1.21.2** Provide and maintain protective fences and barricades as shown on drawings and as Contractor may deem necessary to protect construction yard, storage areas and work in place, subject to approval as to type and appearance. Hog wire fencing is not acceptable. Remove all temporary fences and barricades upon project completion.

**1.22 Protection of Work and Facilities.**

**1.22.1** Protect all adjacent property, roads, streets, curbs, shrubbery, lawns, erosion control materials and planting during construction operations. All damaged material shall be replaced and/or repaired at the expense of the Contractor.

**1.22.2** Upon completion deliver the entire work to the District in proper, whole and unblemished condition. Work outside of the immediate construction site shall be restored to a whole and unblemished condition immediately upon completion of that portion of the work.

- 1) Parts of work in place that are subject to injury, because of operations being carried on adjacent thereto, shall be covered, boarded up, or substantially enclosed with adequate protection.
- 2) The Contractor shall be responsible for preventing the overloading of any part of the facilities beyond their safe calculated carrying capacity by the placing of materials and/or equipment, tools, machinery, or any other items thereon.
- 3) The District may provide such watchman services deemed necessary to protect the District's interest, but any protection so provided by the District shall not relieve the Contractor of the responsibility for the safety and condition of the work and material until the completion and acceptance thereof. The Contractor shall employ such watchman services as he may deem necessary to properly protect and safeguard the work and material.

### **1.23 Special Controls.**

**1.23.1** Use of Powder-Driven Fasteners: The use of powder set (cartridge type) anchors or lugs for attaching of any work is strictly prohibited on this project unless approved in writing by the District.

**1.23.2** Use of Explosives: Blasting will not be permitted unless approved in writing by the District.

**1.23.3** Dust Control: Throughout the entire Contract period, effectively dust-palliate the working area, roads, and storage areas constructed under this Contract and involved portions of the site, except during such periods that other contractors may be performing work of separate contracts in these areas. Such application shall consist of intermittent watering and sprinkling of such frequency as will satisfactorily allay the dust during all hours that work is being performed. At no time shall water be allowed to pond or puddle. Ponds and puddles shall be removed immediately and steps taken to remove or dry the mud resulting from the ponds or puddles.

### **1.24 Water Control.**

Surface or subsurface water or other fluid shall not be permitted to accumulate in excavations or under the structures. Should such conditions develop or be encountered, the water or other fluid shall be controlled and suitably disposed of by means of temporary pumps, piping, drainage lines and ditches, dams or other methods approved by the District.

### **1.25 Project Identification.**

Provide and maintain one sign only on the property at location as directed by the Construction Manager (CM). Signboard shall contain information and be of size as detailed on the drawings. Small direction signs may be installed if specifically approved by the CM. Signs by subcontractors and material suppliers will not be permitted.

### **1.26 Contractor Vehicles on Campus.**

Contractor's vehicles shall be restricted to access routes established by the District.

Parking of Contractor's employees' vehicles will be limited to areas as established by the District, not necessarily adjacent to the site.

**1.27 Removal of Temporary Construction.**

Remove temporary office facilities, toilets, storage sheds, fences, and other construction of temporary nature from site as soon as progress of work permits. Recondition and restore portions of site occupied by same to a condition acceptable to District.

**1.28 Use of Facilities.**

The Contractor and subcontractor shall not, during hours of construction or at times when they are on site to perform work under the contract, use any of the campus facilities, including but not limited to, the restrooms, phones and roadways and the like without prior permission of the campus M & O Director at each site.

**1.29 Damages.**

The Contractor shall be responsible to report and repair, at no additional cost to the District, any damage to College property caused by Contractor, Contractor's employees, Subcontractors, material suppliers, or any other persons or entities, which are onsite as a result of the Contract and work there under. Contractor shall notify the District Project Manager in writing within four (4) hours of the occurrence, and provide a description of the damage and the exact location. The Contractor shall immediately contact the M&O Director, the Project Manager and IOR, and immediately repair the damage using materials of equal or superior grade to that which was damaged. No backfilling or covering up of damage or repairs shall be performed by the Contractor until such time as the District representative has inspected the work and provided the Contractor with written approval to cover the work.

**1.30 Waste Management.**

Contractor shall not use the campus dumpsters, or dispose of waste or any other items, on Campus.

**1.31 State and College Regulations**

The Contractor and his Subcontractors shall comply with all District, City, County and State regulations regarding noise, dust, smoke, fire and safety rules, and shall keep the site and surrounding areas clean and free of debris.

**1.32 Drawings and Plans.**

The terms "drawings" and "plans" are used interchangeable in the Contract Documents and have the same meaning.

**1.33 Approval for Commencement of Work.**

The Contractor shall obtain approval from the Director of Maintenance & Operations, before commencing work in any existing occupied area, or before working on existing piping, wiring, or equipment. The Contractor shall indicate the particular area where work will be in progress and the length of time any existing system will be out of service. This work is to be scheduled in such a manner so as not to disrupt present operations, where possible. If new construction requires interruption of present operations, the Contractor shall obtain approval from the parties named above, after providing them with specific information regarding areas, dates, hours of the day, and number of hours any

interruption is expected to take place. All interruption of services shall be approved by the District, in writing, prior to such interruptions and at the sole discretion of the District. The Contractor shall perform such work on weekends, after regular working hours, or in incremental blocks of time as directed by the District, at no additional cost to the contract price. Work performed as herein described shall not be a basis for an extension to the contract time for completion of all work.

**1.34 Verify Existing Conditions.**

The Contractor shall verify, identify and locate all utilities (above and below grade, visible and concealed), and all conditions and dimensions of the Work as described in the Contract Documents, prior to starting construction. All Subcontractors shall verify at the Site all conditions and measurements related to their work.

**1.35 Scaling Dimensions from Drawings.**

In no case shall working dimensions be scaled from plans, sections, or details from the Working Drawings. If no dimension is shown, the Contractor shall request in writing that the District provide clarification and dimensions.

**1.36 Similar Conditions.**

The intent is to provide a fully functional finished product, complete in every respect. Where a specific detail is not shown, the construction shall be similar to that indicated or noted for similar conditions and as necessary for a complete installation. References of notes and details to specific conditions and locations shall not limit their applicability. Materials for similar use shall be of the same type and manufacturer, unless otherwise indicated or specified as different. Any deviation must be approved in writing, by the District, prior to incorporation into the work.

**1.37 Handicap Access Regulations.**

The Contractor and all Subcontractors shall comply with Title 24, Disabled Access Regulations and ADA, Americans with Disabilities Act Regulations, whether or not specifically indicated on the Contract Documents. Where existing paths of travel are interrupted due to construction, barrier-free paths of travel shall be maintained by the Contractor, without adjustment to Contract Price or Contract Time.

**1.38 Items marked “N.I.C.” (Not in Contract).**

Items marked N.I.C. in the Drawings are not part of the Work. In most instances, they are included for coordination under this Contract of the Work with concurrent or future work outside this contract. However, the Contractor shall review all items marked N.I.C. and provide the District notice and deadline dates of when the items are needed onsite for coordination and incorporation into the project. Failure by the Contractor to give notice to the District and to provide such notice in sufficient time so as to allow District to select, order and receive the items shall not be the basis for delay claims, time extensions, or increased cost to the contract price.

**1.39 Coordination for all Trades.**

The Contractor shall be responsible for the proper location and size of openings for all trades, and shall coordinate all construction as indicated by the Contract Documents, including Shop Drawings reviewed by the District.

**1.40 Items Not Identified in Construction Documents.**

Any conditions or installations not identified in the Contract Documents and affecting the Work to be performed shall be brought to the attention of the District in order that cost and responsibility for any added work may be determined before work is undertaken. The Contractor's notice to the District of such installations or conditions shall be in writing. Pending receipt of written direction from the District, the Contractor shall not disturb or perform construction operations in any area affected by such installations or conditions.

**1.41 Vehicular Access and Parking.**

Construction, which might affect existing College vehicular access and parking, shall be scheduled during non-school hours. The Contractor shall immediately vacate any area if Contractor's operations or activities curtail vehicular access to the campus or to parking. Fire Department vehicular access to and around the construction area shall be maintained at all times by the Contractor clear of obstruction. Contractor shall provide keys to all gates to local Fire Department and District representatives for gate access.

**1.42 Right of Access.**

The District, or its representative(s), shall be able at all times to enter the construction site and observe the work. They shall have the right to reject defective materials and workmanship and to require appropriate corrections at the Contractor's expense. The Contractor shall not be relieved of any responsibility under this contract to provide materials and equipment in accordance with the Contract Documents for failure by the District representatives to discover, or otherwise bring to the attention of the Contractor, any deficiencies with the work.

**1.43 Restoration of Existing Conditions.**

The Contractor shall restore all landscaping, paving, and grading to the original condition at all areas adjoining the construction sites. Prior to performing any work on the project, the Contractor shall, at his sole expense, locate and mark the locations of all components of the irrigation systems which will, or may be, affected by or interfere with work under the contract. The Contractor shall meet with the Facilities Planning & Construction Office/Director of Maintenance & Operations Office to develop a plan and schedule to expose and rework the irrigation system as necessary to maintain continuous uninterrupted functioning of the irrigation system. In the event that irrigation lines, sprinklers, control wiring or the like are damaged, the Contractor shall notify the District Project Manager/Director of Maintenance & Operations Office representative within one (1) hour, and within four (4) hours of the occurrence provide a written description of the damage and its exact location. The Contractor shall immediately repair the damage using materials of equal or superior grade to that which was damaged. No backfilling or covering up of damage or repair shall be performed by the Contractor until such time as the Facilities Planning & Construction Office/Director of Maintenance & Operations Office representative has inspected the work and provided the Contractor with written approval to cover the work.

**1.44 Municipal Laws and Regulations.**

The Contractor shall have full knowledge of, and at no additional cost to the contract comply with, all laws and regulations including, but not limited to, limitations on noise, hours of operation, hauling routes or limits on weight of equipment traveling on adjacent streets, and any other limitations which might affect the Contractor's work and operations.

**1.45. Weekend Hours.**

The contract time is expressed in calendar days. The Contractor may perform work, with prior notification on weekends or holidays, by mutual agreement with Ventura County Community College District. Should it be necessary for inspectors, District personnel, consultants, or Project Manager to visit the work site on weekends or holidays, additional cost, if any, shall be reimbursed to the District by the Contractor. The District, at its sole discretion, may direct certain portions of the work to be performed after hours, or on weekends or holidays, in order to minimize interruption to the academic operations of the College. The Contractor shall reflect in his Progress Schedule all work, which may impact academic operations, and at Contractor's sole expense, and as directed by the District, perform all work at times convenient to the District.

**1.46 Testing and Inspection Costs.**

**1.46.1** All costs for testing and inspection shall be paid by the District. However, the Contractor shall be responsible for all costs incurred for re-testing that may be required due to failed tests. Upon receipt from the Contractor of a Progress Schedule in accordance with the Contract Documents, the District shall provide a copy of the Progress Schedule to the Testing Laboratory and obtain from them a cost to perform all necessary inspections for the project based on the timeframes set forth in the Progress Schedule. The Contractor shall reimburse the District for quantities, which exceed the scheduled amounts of time.

**1.46.2** If the Contractor uses a fabricator or supplier subject to DSA inspection or documentation from beyond a 100 mile radius of the Project Site, costs above and beyond those for the same inspections and documentation were it to occur within a 100 mile radius of the Project Site, including, but not limited to, out of state tests and inspections, per diem, travel, or the like, will be paid by the District and the District shall be reimbursed by the Contractor upon submittal by the District to the Contractor of the costs incurred.

**1.47 Needless Requests for Information.**

Any needless Request for Information (RFI) will be billed to the Contractor by the A/E team at the additional service rate contained in their respective contracts. A needless RFI is any request for which an answer is in the plans or specifications, or Contract related correspondence, prior to the date of the RFI. Needless punch list visits will be billed in the same way.

**1.48 E-mail Address.**

All parties shall have an Email address and be responsible for all correspondence distributed via E-Mail. No Exceptions!

**1.49 Service Charges.**

Electrical, water, telephone, and other utility charges will be billed to the contract at the same rate paid by the Ventura County Community College District (VCCCD).

**1.50 Material Substitutions.**

Any and all material specification substitutions must be submitted to the District for approval no later than seven (7) days prior to the RFP due date. Any substitutions submittal after that date will not be accepted or reviewed.

**1.51 Electronic Schedule Files.**

Pursuant to the requirements of the General Conditions under Article 7, the Contractor shall provide copies of project schedules submitted to the District on paper, including but not limited to, weekly, semi-monthly & monthly schedule updates, on compact discs, in the proper file format to function in the scheduling program provided by the Contractor to the District as required under Article 7 of the General Conditions.

**1.52 Changes to the Work for Contractor Convenience.**

Any changes to the Work resulting from a request by the Contractor to deviate from the approved Contract Documents or as a result of the Contractor not following the Contract Documents that requires additional architectural or engineering services, including but not limited to document submittal to the Division of State Architects (DSA), will be billed to the Contractor by the A/E team at the additional service rate contained in their respective contracts.

**1.53 Mark-ups on Changes to the Work.**

In the event of Changes to the Work, the mark-up for all general conditions, costs, overhead (including home and field office overhead), profit and bond, shall not exceed **Twenty Percent (20%)** of the direct actual costs of the performance of an additive Change, as determined in accordance with the provisions of Article 9.4 of the General Conditions. However, in the event that Contractor self-performs the entirety of the Change, the mark-up for all general conditions, costs, overhead (including home and field office overhead), profit and bond, shall not exceed **Fifteen Percent (15%)** of the direct actual costs of the performance of an additive Change, as determined in accordance with the provisions of Article 9.4 of the General Conditions. In addition, the mark-up shall include the actual, direct cost of the bond for such Change, not to exceed **Two Percent (2%)** of the direct, actual costs of the performance of the Change.

The foregoing limitation or mark-up shall apply regardless of the number of subcontractors, of any tier, performing any portion of such additive Change to the Work. In the event that the Work of such additive Change is performed in part by a subcontractor, Contractor agrees to allocate at least Ten Percent (10%) to such subcontractor, with no more than Five Percent (5%) to be allocated to the Contractor. In the event the Change is deductive, the District shall receive a credit equal to the value of the direct actual costs of the Work of the deductive Change plus Zero (0%) of such direct actual costs for all general conditions, overhead (including home and field office overhead), profit and bond.



**1.54 Inclement Weather Days.**

Pursuant to Article 7.4.1 of the General Conditions, the number of Working Rain Days (including inclement weather) for this Contract is Thirty Five (35) days.

**1.55 District's Project Manager.**

District Project manager is Dan Watkins, Assoc. Vice Chancellor  
761 E Daily Dr., Suite. 200, Camarillo, CA 93010. 805-652-5577

*[End Of Section]*