



Ventura County Community College District

PURCHASING DEPARTMENT

September 24, 2019

Dear Prospective Bidders,

Following here is the bid packet for **Bid 592, Oxnard College PE Building Fire Alarm Repair.**

- **A mandatory Job-Walk will begin at 2:30 P.M., Friday, September 27, 2019.** Bidders are to meet at the Oxnard College Maintenance and Operations Building located at 4000 Rose Avenue, Oxnard Drive, CA 93030. Following the job-walk, all further questions are to be emailed to the Purchasing Specialist as listed below - No later than 3:00 p.m. on Tuesday, October 8.
- **The deadline for submission of a bid proposal is 3:00 p.m., Tuesday, October 15, 2019.** Bid proposals should be enclosed in a sealed envelope, addressed and delivered to the Ventura County Community College District Purchasing Department, 761 E. Daily Drive, Suite 200, Camarillo, CA, 93010, prior to this time. Each envelope shall bear the Title of the Project, the Project Number and the Name of the Bidder. No electronic proposals shall be accepted. Proposals that arrive after the time set will be returned to the Bidder unopened. It is the responsibility of the Bidder to verify that their proposal has been received by the VCCCD Purchasing Department prior to the opening date. Verification of receipt can be made through the listed Purchasing Specialist.
- Prevailing Wage is required. In accordance with Section §1773 of the California Labor Code, the Contractor shall post a copy of the determination prevailing rates of wages at each job site. A copy of these determinations, entitled "PREVAILING WAGE SCALE" is available to any interested party through the internet at: www.dir.ca.gov. The Contractor and any Subcontractor(s) shall not pay less than the specified prevailing rates of wages to all workers employed by them in execution of the contract.
- Each Bidder submitting a proposal to complete the work, labor, materials and/or services ("Work") subject to this procurement must be a Department of Industrial Relations registered contractor pursuant to Labor Code 1725.5("DIR Registered Contractor"). A Bidder who is not a DIR Registered Contractor when submitting a proposal for the work is deemed "not qualified" and the proposal of such a Bidder will be rejected for non-responsiveness. Pursuant to Labor Code 1725.5; all Subcontractors identified in a Bidder's Subcontractor List shall be DIR Registered Contractors. If awarded the Contract for the Work, at all times during performance of the work, the Bidder and all Subcontractors, of any tier shall be DIR Registered Contractors.
- Pursuant to Public Contract Code §3300, Bidder must possess a current **C-7 or C-10 California Contractors License** at the time that the Contract for the Work is awarded.
- The award shall be subject to final agreement on terms, conditions, and scope of work between VCCCD and Bidder.

Thank you for your interest in this project. You may contact me with any questions about this bid at the email below, or by calling 805-652-5561.

Sincerely,

Janice Kisch, Purchasing Specialist / jkisch@vccd.edu

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**VENTURA COUNTY COMMUNITY COLLEGE DISTRICT
NOTICE TO CONTRACTOR CALLING FOR BID**

NOTICE IS HEREBY GIVEN that the above-named California Community College District, acting by and through its Board of Trustees, hereinafter referred to as “the District”, is calling for bids for

Bid 592, Oxnard College PE Building Fire Alarm Repair

Bids will be received at Ventura County Community College District, 761 E. Daily Drive, Suite 200, Camarillo, CA, 93010, Attn: Purchasing Department up to but no later than 3:00 p.m. on Tuesday, October 15, 2019, at which time bids will be opened and publicly read. All bid proposals must be sealed and submitted on forms furnished by the District. Each bid proposal must be accompanied by: (a) the required Bid Security; not less than 10% of the maximum amount of Bid Proposal inclusive of add-on or alternates, (b) Subcontractors List, (c) Non-Collusion Affidavit, and (d) Statement of Bidder’s Qualifications, all of which must be fully executed. Failure to comply shall render such proposal to be “Non Responsive” and rejected. Bid proposals must conform with and be responsive to the bid and contract documents. Bid documents are posted in PDF from the VCCCD website at: <https://purchasing.vcccd.edu>

A mandatory Job-Walk will begin at 2:30 P.M., Friday, Sept. 27, 2019. Bidders are to meet at the Oxnard College Maintenance & Operations Department, 4000 S. Rose Avenue 93033. Pursuant to Public Contract Code §3300, Bidder must possess a current Class C-7, or C-10 General Contractors License at the time that the contract for the work is awarded. Each Bidder submitting a proposal to complete the work, labor, materials and/or services (“Work”) subject to this procurement must be a Department of Industrial Relations registered contractor pursuant to Labor Code §1725.5 (“DIR Registered Contractor”). A Bidder who is not a DIR Registered Contractor when submitting a proposal for the work is deemed “not qualified” and the proposal of such a Bidder will be rejected for non-responsiveness. Pursuant to Labor Code §1725.5; all Subcontractors identified in a Bidder’s Subcontractor List shall be DIR Registered Contractors. If awarded the Contract for the Work, at all times during performance of the work, the Bidder and all Subcontractors, of any tier shall be DIR Registered Contractors. In accordance with Section §1770 of the CA Labor Code, the Contractor shall post a copy of the determination prevailing rates of wages at each job site. In accordance with the provisions of CA Public Contract Code §22300, substitution of eligible and equivalent securities for any monies to ensure performance under the contract will be permitted at the request and expense of the Contractor. The Owner reserves the right to reject any or all bid proposals or to waive any irregularities or informalities in any bid proposal or in the bidding.

Janice Kisch, Purchasing Specialist

Published: Sept. 17 & 23, 2019

INSTRUCTIONS FOR BIDDERS

Section 00100

1.01 Preparation and Submittal of Bid Proposal

- A. Bid Proposal Preparation.** All information required by the bid forms must be completely and accurately provided. Numbers shall be stated in both words and figures where so indicated in the bid forms; conflicts between a number stated in words and in figures are governed by the words, except where the figures represent an express, correctly calculated sum. Partially completed Bid Proposals may be deemed non-responsive. Bid Proposals submitted on other than the bid forms included herein shall be deemed non-responsive. Bid Proposals not conforming to these Instructions for Bidders and the Notice to Contractors Calling for Bids (“Call for Bids”) may be deemed non-responsive and rejected. Each Bidder is solely responsible for all costs and expenses incurred by the Bidder in preparing and submitting a Bid Proposal to the District.
- B. Bid Proposal Submittal.** Bid Proposals shall be submitted at the place designated in the Call for Bids in sealed envelopes bearing on the outside the Bidder’s name and address along with an identification of the Work for which the Bid Proposal is submitted. Bidders are solely responsible for timely submission of Bid Proposals to the District at the place designated in the Call for Bids.
- C. Date and Time of Bid Proposal Submittal.** A Bid Proposal is considered submitted only if the outer envelope containing the Bid Proposal is stamped by the District’s date/time stamp machine at the place designated for submittal of the Bid Proposal. The date/time stamp is controlling and determinative as to the date and time of the Bidder’s submittal of its Bid Proposal. Bid Proposals received after the date and time specified in the Call for Bids are non-responsive and will be returned to the Bidder unopened.
- D. Alternate Bid Item(s).** If the Bid Proposal forms do not specifically call for the submittal of alternate bid item(s) and a Bidder submits alternate bid item(s), the District may deem the Bid Proposal to be non-responsive and reject the same. In the event that alternate item(s) are specifically called for in the Bid Proposal forms, any Bid Proposal which does not include bid(s) for the alternate item(s) may result in the Bid Proposal being deemed by the District to be non-responsive and rejected. In the event that bids for alternate item(s) are specifically called for in the Bid Proposal forms, the Bidder is referenced to the provisions of the Contract Documents permitting the District, during performance of the Work of the Contract Documents, to add or delete such alternate item(s) with the cost or credit (inclusive of all direct and indirect costs, supervision, overhead and profit) for such alternate item(s) to be in the amount(s) set forth in the Bidder’s Bid Proposal for such alternate item(s).

- 1.02 Bid Security.** Bid Security shall be in the form of: (a) cash, (b) a certified or cashier’s check made payable to the District or (c) a Bid Bond, in the form and content attached hereto, in favor of the District executed by the Bidder as a principal and an Admitted Surety Insurer under Code of Civil Procedure §§995.120 and 995.311 as surety (the “Bid Security”) in an amount not less than the percentage of the maximum amount of the Bid Proposal. Any Bid Proposal submitted without the required Bid Security is non-responsive and will be rejected.

- 1.03 Signatures.** All bid forms shall be executed by an individual duly authorized to execute the same on behalf of the Bidder.
- 1.04 Modifications.** Changes to the Bid Proposal which are not specifically called for or permitted may result in the District's rejection of the Bid Proposal as being non-responsive. No oral or telephonic modification of any submitted Bid Proposal will be considered. A written modification may be considered only if actually received by the District ten (10) days prior to the scheduled closing time for receipt of Bid Proposals.
- 1.05 Erasures; Inconsistent or Illegible Bid Proposals.** Bid Proposals must not contain any erasures, interlineations or other corrections unless the same are suitably authenticated by affixing in the margin immediately opposite such erasure, inter-lineation or correction the surname(s) of the person(s) signing the Bid Proposal. Any Bid Proposal not conforming to the foregoing may be deemed by the District to be non-responsive. If any Bid Proposal, or portions thereof, is determined by the District to be illegible, ambiguous or inconsistent, the District may reject such a Bid Proposal as being non-responsive.
- 1.06 Examination of Site and Contract Documents.** Each Bidder shall, at its sole cost and expense, inspect the Site to become fully acquainted with the Contract Documents and conditions affecting the Work. The failure of a Bidder to receive or examine any of the Contract Documents or to inspect the Site shall not relieve such Bidder from any obligation with respect to the Bid Proposal, the Contract or the Work required under the Contract Documents. The District assumes no responsibility or liability to any Bidder for, nor shall the District be bound by, any understandings, representations or agreements of the District's agents, employees or officers concerning the Contract Documents or the Work made prior to execution of the Contract. The submission of a Bid Proposal shall be deemed prima facie evidence of the Bidder's full compliance with the requirements of this section.
- 1.07 Withdrawal of Bid Proposal.** Any Bidder may withdraw its Bid Proposal without penalty by written request received by the District prior to the scheduled closing time for the receipt of Bid Proposals. Requests for withdrawal of bid proposals after scheduled closing time shall be in accordance with Public Contract Code §§5100 et seq.
- 1.08 Documents Required Upon Award of Contract.** The Agreement which the successful Bidder, as Contractor, will be required to execute along with the other documents which will be required to be furnished are included in the Contract Documents and shall be carefully examined by the Bidder.
- 1.09 Interpretation of Drawings, Specifications or Contract Documents.** Any Bidder in doubt as to the true meaning of any part of the Contract Documents or who finds discrepancies, errors or omissions therein; or who finds variances in any of the Contract Documents with applicable rules, regulations, ordinances and/or laws, may submit to the District a written request for an interpretation or correction thereof. It is the sole and exclusive responsibility of the Bidder to submit such request not less than seven (7) days prior to the scheduled closing for the receipt of Bid Proposals. Interpretations or corrections of the Contract Documents will be by written addendum issued by the District, a copy of which will be sent to each Bidder who attends the mandatory pre-bid job walk. No person is authorized to render an oral interpretation or correction of any portion of the Contract Documents to any Bidder, and no Bidder is authorized to rely on any such oral interpretation or correction. Failure to request interpretation or clarification of any portion of the Contract Documents pursuant to the foregoing is a waiver of any discrepancy, defect or conflict therein.

1.10 Request for Substitutions Prior to Bid Opening. Any Bidder may submit Request(s) for Substitution on the form provided herein (Section 01630), together with all substantiating data, no later than seven (7) days prior to the scheduled closing time for receipt of the Bid Proposals, in accordance with Public Contract Code §3400. The District shall use its best efforts to consider and act upon such Request for Substitution in a timely fashion. Actions taken, if any, concerning the Request for Substitution will be by written addendum issued by the District, a copy of which will be sent to each Bidder who attends the mandatory pre-bid job walk. In the absence of written addendum, the Request for Substitution shall be deemed denied for purposes of the District's evaluation of the Bid Proposals and award of the Contract.

1.11 District's Right to Modify Contract Documents. Before the scheduled closing time for receipt of Bid Proposals, the District may modify the Work, the Contract Documents, or any portion(s) thereof by the issuance of written addenda disseminated to all Bidders who have attended the mandatory pre-bid job walk. If the District issues any addenda, the failure of any Bidder to acknowledge such addenda in its Bid Proposal may render the Bid Proposal non-responsive.

1.12 Bidders Interested in More Than One Bid Proposal. No person, firm, corporation or other entity shall submit or be interested in more than one Bid Proposal for the same Work; provided, however, that a person, firm or corporation that has submitted a sub-proposal to a Bidder or who has quoted prices for materials to a Bidder is not thereby disqualified from submitting a sub-proposal, quoting prices to other Bidders or submitting a Bid Proposal for the proposed Work to the District.

1.13 Award of Contract

A. Waiver of Irregularities or Informalities. The District reserves the right to reject any and all Bid Proposals or to waive any irregularities or informalities in any Bid Proposal or in the bidding.

B. Award to Lowest Responsive Responsible Bidder. The award of the Contract, if any, will be to the responsible Bidder submitting the lowest responsive Bid Proposal on the basis of the Base Bid Proposal and accepted bid alternate items, if any.

C. Selection of Alternate Bid Items; Basis of Award of Contract. The selection of Bid Alternates for determination of the lowest Bid Proposal will be based upon the Base Bid Proposal alone or a combination of the Base Bid Proposal and one or more Bid Alternates as selected by the District in accordance with the method for additive or deductive items specified in the bid solicitation.

D. Alternate Bid Items Not Included in Award of Contract. During performance of the Work, it is the District's option to add or delete from the scope of the Work Alternate Bid Items that were not included in the award of Contract. District may elect to have work done at price(s) set forth in the Alternate Bid Items Proposal.

E. Responsive Bid Proposal. A responsive Bid Proposal shall mean a Bid Proposal which conforms, in all material respects, to the Bid and Contract Documents.

F. Responsible Bidder. A responsible Bidder is a Bidder who has the capability in all respects to perform fully the requirements of the Contract Documents and the moral and business integrity and reliability that will assure good faith performance. In determining responsibility, the following criteria will be considered: (i) the ability, capacity and skill of the Bidder to perform the Work of the Contract Documents; (ii) whether the Bidder can perform the Work promptly and within the time specified, without delay or interference; (iii) the character, integrity, reputation, judgment, experience and efficiency of the Bidder; (iv) the quality of performance of the Bidder on previous contracts, by way of example only, the following information will be considered: (a) the administrative, consultant or other cost overruns incurred by the District on previous contracts with the Bidder; (b) the Bidder's compliance record with contract general conditions on other projects; (c) the submittal by the Bidder of excessive and/or unsubstantiated extra cost proposals and claims on other projects; (d) the Bidder's record for completion of work within the contract time and the Bidder's compliance with the scheduling and coordination requirements on other projects; (e) the Bidder's demonstrated cooperation with the District and other contractors on previous contracts; (f) whether the work performed and materials furnished on previous contracts was in accordance with the Contract Documents; (v) the previous and existing compliance by the Bidder with laws and ordinances relating to contracts; (vi) the sufficiency of the financial resources and ability of the Bidder to perform the work of the Contract Documents; (vii) the quality, availability and adaptability of the goods or services to the particular use required; (viii) the ability of the Bidder to provide future maintenance and service for the warranty period of the Contract; (ix) whether the Bidder is in arrears on debt or contract or is a defaulter on any surety bond; (x) such other information as may be secured by the District having a bearing on the decision to award the Contract, to include without limitation the ability, experience and commitment of the Bidder to properly and reasonably plan, schedule, coordinate and execute the Work of the Contract Documents and whether the Bidder has ever been debarred from bidding or found ineligible for bidding on any other projects. The ability of a Bidder to provide the required bonds will not of itself demonstrate responsibility of the Bidder. Upon request of the District, Bidder must promptly submit satisfactory evidence of any of the items listed above. The District may reject a Bidder or subcontractor that has failed to complete past Contract work for the District. The District reserves the right to reject any or all bid proposals or to waive any irregularities or informalities in any bid proposal or in the bidding.

G. Participation by Other Public Entities: Other public entities in the State of California may procure items and /or services off this bid under the same terms and conditions stated in this bid.

1.14 Subcontractors

A. Designation of Subcontractors; Subcontractors List. Each Bidder shall submit a list of its proposed Subcontractors for the proposed Work as required by the Subletting and Subcontracting Fair Practices Act (California Public Contract Code §§4100 et seq.) on the form furnished (Section 00215). The District may request that one or more apparent low Bidders provide to the District within twenty four (24) hours of bid opening the license numbers and value of work for each listed subcontractor submitted by Bidder. Any Bidder's failure to comply with the District's request may deem such Bidder's bid non-responsive and subject to rejection by the District.

B. Work of Subcontractors. The organization or arrangements of the Specifications and Drawings shall not limit the extent of the Work of the Contract Documents. Accordingly, all Bidders are

encouraged to disseminate all of the Specifications, Drawings and other Contract Documents to all persons or entities submitting sub-bids to the Bidder. The omission of any portion or item of Work from the Bid Proposal or from the sub-bidders' sub-bids which is reasonably inferable from the Contract Documents is not a basis for adjustment of the Contract Price or the Contract Time.

- 1.15 Workers' Compensation Insurance.** Pursuant to California Labor Code §3700, the successful Bidder shall secure Workers' Compensation Insurance for its employees engaged in the Work of the Contract. The successful bidder shall sign and deliver to the District the Workers Compensation Insurance certificate provided in Section 00415 prior to performing any of the Work under the Contract.
- 1.16 Bid Security Return.** The Bid Security of three or more low Bidders, the number being solely at the discretion of the District, will be held by the District for ten (10) days after the period for which Bid Proposals must be held open (which is set forth in the Call for Bids) or until posting by the successful Bidder(s) of the bonds, certificates of insurance required and return of executed copies of the Agreement, whichever first occurs, at which time the Bid Security will be returned to them.
- 1.17 Forfeiture of Bid Security.** If the Bidder awarded the Contract fails or refuses to execute the Agreement within seven (7) days from the date of receiving notification that it is the Bidder to whom the Contract has been awarded, the District may declare the Bidder's Bid Security forfeited as damages caused by the failure of the Bidder to enter into the Contract and may thereupon award the Contract for the Work to the responsible Bidder submitting the next lowest responsive Bid Proposal or may call for new bids, in District's sole and exclusive discretion.
- 1.18 Contractor's License.** No Bid Proposal will be considered from a Bidder who, at the time Bid Proposals are opened, is not licensed to perform the Work of the Contract Documents, in accordance with the Contractors License Law, California Business & Professions Code §§7000 et seq. This requirement is not a mere formality and cannot be waived by the District or its Board of Trustees. The required California Contractor's License classification(s) for the Work is set forth in the Call for Bids. The Contractor will be required to maintain the license(s) through the duration of the Contract. Any questions concerning a Contractor may be referred to the Registrar, Contractors' State License Board, P.O. Box 2600, Sacramento, CA 95826.
- 1.19 Anti-Discrimination.** It is the policy of the District that there be no discrimination against any prospective or active employee engaged in the Work because of race, color, ancestry, national origin, religious creed, sex, age or marital status. All Bidders agree to comply with the District's anti-discrimination policy and all applicable Federal and California anti-discrimination laws including but not limited to the California Fair Employment & Housing Act beginning with California Government Code §§12940 et seq. and California Labor Code §1735. In addition, all Bidders agree to require like compliance by any Subcontractor employed by them on the Work of the Contract.

1.20 Job-Walk

- A. District Conduct of Job-Walk.** The District will conduct a Job Walk at the time and place designated in the Call for Bids. Regardless of whether the Job Walk is or is not designated as being mandatory, the District may, in its sole and exclusive discretion, elect to conduct one or more Job Walks in addition to that set forth in the Call for Bids, in which event the District shall notify all Bidders who have obtained the Contract Documents pursuant to the Call for Bids of any such additional Job Walk. If the District elects to conduct any Job Walk in addition to that set

forth in the Call for Bids, the District shall, in its notice of any such additional Job Walks, indicate whether Bidders' attendance at such additional Job-Walks is/are mandatory; in the event that any such additional Job-Walks is/are designated as being mandatory, the provisions of this section 1.21 shall be deemed to apply to such additional Job-Walks.

B. Mandatory Job Walk. If the Job Walk is designated in the Call for Bids as being mandatory, the failure of any Bidder to have its authorized representative present at the Job Walk will be grounds for the District to reject such bid and the Bid Proposal will be returned to the Bidder unopened. Where the Job Walk is mandatory, a Bidder may have more than one authorized representative and/or representatives of its Subcontractors present at the Job Walk; provided, however that attendance by representatives of the Bidder's Subcontractors without attendance by a representative of the Bidder shall not be sufficient to meet the Bidder's obligations hereunder and will be grounds for the District to declare the Bid Proposal of such Bidder to be non-responsive. Notwithstanding any other provisions of the Call for Bids or these Instructions for Bidders, in the event that the Job Walk is designated in the Call for Bids as being mandatory, the District will not consider the Bid Proposal of any Bidder who has obtained the Bid and Contract Documents, pursuant to Call for Bids, after the date and time set forth therein for such mandatory Job Walk; any Bid Proposal submitted by any such Bidder shall be deemed non-responsive, rejected and returned unopened to the Bidder submitting the same.

C. Non-Mandatory Job Walk. Unless designated in the Call for Bids as being mandatory, the Job Walk shall be deemed non-mandatory. The failure of any Bidder to have its authorized representative(s) present at such non-mandatory Job Walk shall not be a basis for deeming the Bid Proposal of such Bidder to be non-responsive. The foregoing notwithstanding, all Bidders are encouraged to attend the Job Walk. In the event that the Job Walk is not designated as being mandatory, Bid and Contract Documents may be obtained by a Bidder, on or after the time designated for the Job Walk; in such event, if such Bidder desires a Job Walk to be conducted, it shall be the sole and exclusive responsibility of such Bidder to request, in writing, that the District conduct an additional Job Walk. The District may, in its sole and exclusive discretion, elect to conduct or not conduct such requested Job Walk with consideration of factors such as the time remaining before the scheduled closing time for the receipt of Bid Proposals; the District may condition the conducting of such requested Job Walk upon reimbursement, by the Bidder requesting such Job Walk, of the actual or reasonable costs of the District's personnel and/or the District's agents or representatives in arranging for and conducting such Job Walk. The election of the District not to conduct a Job Walk requested by a Bidder obtaining the Contract Documents after the date and time designated in the Call for Bids for the Job Walk shall not operate to waive, limit or restrict any of the provisions of the Contract Documents, the Bidder's submittal of a Bid Proposal in conformity with the Contract Documents, or if awarded the Contract, performance of the Work and other obligations in strict conformity with the Contract Documents. If the District elects to conduct an additional Job Walk requested by a Bidder who has obtained the Contract Documents after the time designated in the Call for Bids for the Job Walk, the District shall notify all other Bidders who have theretofore obtained the Contract Documents of such requested Job Walk and the date, time and place where such requested Job Walk will be conducted and all such other Bidders may attend such requested additional Job Walk.

1.21 Drug Free Workplace Certificate. In accordance with California Government Code §§8350 et seq., the Drug Free Workplace Act of 1990, the successful Bidder will be required to execute a Drug Free Workplace Certificate concurrently with execution of the Agreement. The successful Bidder will be required to implement and take the affirmative measures outlined in such provisions. Failure of the

successful Bidder to comply with the measures outlined in such provisions may result in penalties, including without limitation, the termination of the Agreement, the suspension of any payment of the Contract Price otherwise due under the Contract Documents and/or debarment of the successful Bidder.

1.22 Compliance with Immigration Reform and Control Act of 1986. The Bidder is solely and exclusively responsible for employment of individuals for the Work of the Contract in conformity with the Immigration Reform and Control Act of 1986, 8 USC §§1101 et seq. (“IRCA”); the successful Bidder shall also require that any person or entity employing labor in connection with any of the Work of the Contract shall so similarly comply with the IRCA.

1.23 Notice of Intent to Award Contract. Following the public opening and reading of Bid Proposals, the District will issue a Notice of Intent to Award the Contract, identifying the Bidder to whom the District intends to award the Contract and the date/time/place of the District’s Board of Trustees meeting at which award of the Contract will be considered.

1.24 Bid Protest. Any Bidder submitting a Bid Proposal to the District may file a protest of the District’s intent to award the Contract provided that each and all of the following are complied with:

- A. The bid protest is in writing;
- B. The bid protest is filed and received by the District’s Purchasing Department not more than five (5) calendar days following the date of issuance of the District’s Notice of Intent to Award the Contract; and
- C. The written bid protest sets forth, in detail, all grounds for the bid protest, including without limitation all facts, supporting documentation, legal authorities and argument in support of the grounds for the bid protest; any matters not set forth in the written bid protest shall be deemed waived. All factual contentions must be supported by competent, admissible and creditable evidence.

Any bid protest not conforming to the foregoing shall be rejected by the District as invalid. Provided that a bid protest is filed in strict conformity with the foregoing, the District’s Purchasing Department or designee, shall review and evaluate the basis of the bid protest. The District’s Purchasing Department or designee shall provide the Bidder submitting the bid protest with a written statement concurring with or denying the bid protest. The District’s Board of Trustees will render a final determination and disposition of a bid protest by taking action to adopt, modify or reject the disposition of a bid protest as reflected in the written statement of the District’s Purchasing Department or designee. Action by the District’s Board of Trustees relative to a bid protest shall be final and not subject to appeal or reconsideration by the District, any employee or officer of the District or the District’s Board of Trustees. The issuance of a written statement by the Purchasing Department (or designee) and subsequent action by the District’s Board of Trustees shall be express conditions precedent to the institution of any legal or equitable proceedings relative to the bidding process, the District’s intent to award the Contract, the District’s disposition of any bid protest or the District’s decision to reject all Bid Proposals. In the event that any such legal or equitable proceedings are instituted and the District is named as a party thereto, the prevailing party(ies) shall recover from the other party(ies), as costs, all attorneys’ fees and costs incurred in connection with any such proceeding, including any appeal arising therefrom.

1.25 Public Records. All documents included in Bid Proposals become the exclusive property of the District upon submittal to the District. All Bid Proposals and other documents submitted in response to the Call for Bids become a matter of public record, except for information contained in such Bid Proposals deemed to be Trade Secrets (as defined in California Civil Code §3426.1). A Bidder that indiscriminately marks all or most of its Bid Proposal as exempt from disclosure as a public record, whether by the notations of "Trade Secret," "Confidential," "Proprietary," or otherwise, may render the Bid Proposal non-responsive and rejected. The District is not liable or responsible for the disclosure of such records, including those exempt from disclosure if disclosure is deemed required by law, by an order of Court, or which occurs through inadvertence, mistake or negligence on the part of the District or its officers, employees or agents. At such time as Bid Proposals are deemed a matter of public record, pursuant to the above, any Bidder or other party shall be afforded access for inspection and/or copying of such Bid Proposals, by request made to the District in conformity with the California Access to Public Records Act, California Government Code §§6250, et. seq.

1.26 Bidder and Subcontractors DIR Registered Contractor Status.

Bidder Status. In addition to other requirements established herein relating to Bidder qualifications, in order to be deemed “qualified” to submit a proposal for the Work, the Bidder must be a DIR Registered Contractor when submitting a proposal. The proposal of a Bidder who is not a DIR Registered Contractor when the proposal is submitted will be rejected for non-responsiveness.

Listed Subcontractor’s Status. All Subcontractors identified in a Bidder’s Subcontractor List shall be DIR Registered Contractors at the time of submittal of the proposal for the Work. The foregoing notwithstanding, a proposal is not subject to rejection for non-responsiveness when the Subcontractors List accompanying the proposal lists any Subcontractor(s) who is/are not DIR Registered Contractors if the listed subcontractors who are not DIR Registered become DIR Registered prior to the opening of proposals or become DIR Registered within twenty-four (24) hours of the opening of the proposals pursuant to Labor Code 1771.1 (c)(1) or (2). If the Subcontractors List accompanying the proposal lists any Subcontractor(s) who is/are not DIR Registered do not become registered prior to the opening of proposals or become DIR Registered within twenty four (24) hours of the opening of proposals pursuant to Labor Code 1771.1©(1) or (2), such proposal is not subject to rejection for non-responsiveness, provided that if the Bidder submitting the Subcontractors List with non-DIR registered Subcontractors is awarded the Contract for the Work, the Bidder shall request consent of the District to substitute another Subcontractor for the non-DIR Registered Subcontractor pursuant to Labor Code 1771.1(c)(3), without adjustment of the Contract Price or the Contract Time.

Additionally, all contractors and subcontractors must furnish electronic certified payroll records directly to the Labor Commissioner (aka Division of Labor Standards Enforcement). The phase-in timetable for this requirement can be found on the following link at <http://www.cir.ca.gov/Public-Works/SB854.html> (also find all related SB854 related information).

1.27 Prevailing Wage Rates, Employment of Apprentices and Labor Compliance Program.

A. Payment of Prevailing Wage Rates. The Bidder and all potential Subcontractors shall utilize the relevant prevailing wage rate determinations in the PREVAILING WAGE SCALE established by the Director of the Department of Industrial Relations in effect on the first advertisement date of the Notice to Contractors Calling For Bids in preparing the Bid Proposal and all component price quotations. Pursuant to Labor Code §1773.2, copies of these determinations are maintained at the District’s Measure Y offices located at 740 West Woodbury Road, Pasadena, CA 91103, and are available to any interested party upon request. Copies of

rate schedules are also available on the Internet at
http://www.dir.ca.gov/DIR/S&R/statistics_research.html.

- B. Apprenticeship Committee Contract Award Information.** Pursuant to Labor Code §1777.5 and Title 8 California Code of Regulations §230, the Contractor and Subcontractors of any tier who are not already approved to train by an apprenticeship program sponsor shall, within ten (10) calendar days of signing the Contract or Subcontract, as applicable, but in any event prior to the first day in which the Contractor or Subcontractor has workers employed on the Project, submit the Public Works Contract Award Information form (DAS form 140 included in Section 00900 of the Contract Specifications) to the appropriate local apprenticeship committees whose geographic area of operation include the area of the Project and who can supply apprentices to the Project. Contractors and Subcontractors must also submit a copy of the forms to the District.
- C. Statement of Employer Fringe Benefit Payments.** Within five (5) calendar days of signing the Contract or Subcontract, as applicable, the Statement of Employer Payments (DSLE Form PW 26 included in Section 00900 of the Specifications) must be completed and submitted to the District by each Contractor and Subcontractor of any tier who pays benefits to a third party trust, plan or fund for health and welfare benefits, vacation funds or makes pension contributions. The form must contain, for each worker classification, the fund or trust name, address, administrator, and amount per hour contributed and frequency of contributions. Training fund contributions must also be reported on this form. See Article 4.21.9 of the Contract General Conditions.
- D. Notice to Subcontractors.** Bidders shall notify all potential Subcontractors submitting price quotations for portions of the Work of the requirements concerning payment of prevailing wage rates, payroll records, hours of work, employment of apprentices and the District's LCP requirements and enforcement procedures set forth in Article 4.21 of Section 00700 (General Conditions) and Section 00900 of the Contract Specifications.

[End Of Section]

BID PROPOSAL

Section 00210

TO: **VENTURA COUNTY COMMUNITY COLLEGE DISTRICT**, a California Community College District, acting by and through its Board of Trustees ("District") 761 E. Daily Drive, Suite 200, Camarillo, CA 93010.

FROM:

(Name of Bidder - as listed on license) *(Date)*

(Address)

(City, State, Zip Code)

(Telephone)

(Fax)

(E-Mail Address)

(Name(s) of Bidder's Authorized Representative(s) and Title)

1.01 Bid Proposal

A. Bid Proposal Amount

Pursuant to and in compliance with the Notice to Contractors Calling for Bids, the Instructions for Bidders and the other documents relating thereto, the undersigned Bidder, having reviewed the Instructions for Bidders and all other Contract Documents and upon compliance with all requirements therein with reference to the submittal of this Bid Proposal, hereby proposes and agrees to perform the Contract including, without limitation, all of its component parts; to perform everything required to be performed; to provide and furnish any and all of the labor, materials, tools, equipment, applicable taxes, and services necessary to perform the work of the Contract in strict compliance with the Contract Documents and complete in a workmanlike manner all of the Work required for the Project described as:

Bid 592, Oxnard College PE Building Fire Alarm Repair

Base Bid Amount: \$

(Total bid amount in figures)

Dollars

(Total bid amount in words)

C. Acknowledgment of Bid Addenda

In submitting this Bid Proposal, the undersigned Bidder acknowledges receipt of all Bid Addenda issued by or on behalf of the District, as set forth below. The Bidder confirms that this Bid Proposal incorporates and is inclusive of, all items or other matters contained in Bid Addenda.

_____ **No Addenda Issued**
(initial)

_____ **Addenda Nos. _____ received, acknowledged and**
(initial) **incorporated into this Bid Proposal.**

1.02 Rejection of Bid; Holding Open of Bid

It is understood that the District reserves the right to reject this Bid Proposal and that this Bid Proposal shall remain open and not be withdrawn for the period of time specified in the Call for Bids, except as provided by law.

1.03 Documents Comprising Bid Proposal

The undersigned Bidder has submitted as its Bid Proposal the following: Bid Proposal (00210), List of Subcontractors (00215), Non-Collusion Affidavit (00220), Statement of Bidder’s Qualifications (00240), Bid Security (Cash, Cashier’s Check, Certified Check or Bid Bond (00260) and Verification of DIR Registration.

The Bidder acknowledges that if this Bid Proposal and the foregoing documents are not fully in compliance with applicable requirements set forth in the Call for Bids, the Instructions for Bidders and in each of the foregoing documents, the Bid Proposal may be rejected as non-responsive.

1.04 Award of Contract

It is understood and agreed that if written notice of the acceptance of this Bid Proposal and award of the Contract thereon is mailed or delivered by the District to the undersigned after the opening of Bid Proposals and within the time this Bid Proposal is required to remain open or at any time thereafter before this Bid Proposal is withdrawn, the undersigned will execute and deliver to the District the Agreement in the form attached hereto in accordance with the Bid Proposal as accepted within seven (7) calendar days after notification of acceptance and award. Concurrently with delivery of the executed Agreement to the District, the Bidder awarded the Contract shall deliver to the District: (1) the Labor and Material Payment Bond; (2) the Performance Bond; (3) the Drug-Free Workplace Certificate; (4) Certificates of Insurance evidencing all insurance coverages required to be provided under the Contract Documents; and (5) the Certificate of Workers’ Compensation Insurance. The Work under the Contract Documents shall be commenced by the undersigned Bidder, if awarded the Contract, on the date stated in the District's Notice to Proceed issued pursuant to the Contract Documents.

Completion of the Work and all Interim Milestones shall be achieved within the Contract Time and Interim Milestones specified in the Contract Documents.

1.05 Notices

All notices or other correspondence shall be addressed to the District and the Bidder at their respective addresses set forth herein. Notices shall be effective only if in writing and in conformity with the requirements for service of notices set forth in the Contract Documents.

1.06 Contractor's License

The undersigned Bidder is currently and duly licensed in accordance with the California Contractors License Law, California Business & Professions Code §§7000 et seq., under the following:

License Number: _____
Class _____ Expiration Date _____ Class _____ Expiration Date _____
Class _____ Expiration Date _____ Class _____ Expiration Date _____

DIR Registration Number: _____ Expiration Date: _____

By executing this Bid Proposal, the Bidder hereby certifies that: (a) it is duly licensed, in the necessary class(es), for performing the Work of the Contract Documents; (b) that such license shall be in full force and effect throughout the duration of the performance of the Work under the Contract Documents; and (c) that all Subcontractors providing or performing any portion of the Work of the Contract Documents shall be so similarly and appropriately licensed to perform or provide such portion of the Work.

1.07 Designation of Subcontractors

In compliance with the Subletting and Subcontracting Fair Practices Act (California Public Contract Code §§4100, et seq.) and amendments thereof, each Bidder shall set forth in the Subcontractors List: (a) the name and location of the place of business of each Subcontractor who will perform work or labor or render services to the Bidder in or about the construction of the Work to be performed under the Contract Documents in an amount in excess of one-half of one percent (0.5%) of the Bidder's Bid Proposal; and (b) the trade and/or portion of the Work which will be performed by each listed Subcontractor. The Bidder shall list only one Subcontractor for each trade and/or portion of the Work as is defined by the Bidder in its Bid Proposal. If a Bidder fails to list a Subcontractor for a portion of the work in excess of one-half of one percent (0.5%) of the Bidder's Bid Proposal or if the Bidder specifies more than one Subcontractor for the same portion of Work to be performed under the Contract Documents valued in excess of one-half of one percent (0.5%) of the Bidder's Bid Proposal amount, the Bidder shall be deemed to have agreed that it is fully qualified to perform that portion of the Work itself and that it shall perform that portion of the Work.

1.08 Confirmation of Figures

By submitting this Bid Proposal, the Bidder confirms that it has checked all of the above figures and understands that neither the District nor any of its agents, employees or representatives shall be responsible for any errors or omissions on the part of the undersigned Bidder in preparing and submitting this Bid Proposal.

1.09 Acknowledgment and Confirmation

The undersigned Bidder acknowledges its receipt, review and understanding of the Drawings, the Specifications and other Contract Documents pertaining to the proposed Work. The undersigned Bidder certifies that the Contract Documents are, in its opinion, adequate, feasible and complete for providing, performing and constructing the Work in a sound and suitable manner for the use specified and intended by the Contract Documents. The undersigned Bidder certifies that it has, or has available, all necessary equipment, personnel, materials, facilities and technical and financial ability to complete the Work for the amount bid herein within the Contract Time and in accordance with the Contract Documents. The undersigned Bidder certifies that its bid amount includes funds sufficient to allow the Bidder to comply with all applicable local, state and federal laws and regulations governing the labor and services to be provided for the performance of the Work of the Contract and shall indemnify, defend and hold District harmless from and against any and all claims, demands, losses, liabilities and damages arising out of or relating to Bidder's failure to comply with applicable law in this regard.

By: _____
(Signature & Date)

(Corporate Seal)

(Typed or Printed Name of Bidder's Authorized Representative)

Title: _____

Date: _____

[End Of Section]

LIST OF SUBCONTRACTORS
Section 00215

1. Licensed Name of Subcontractor	2. Address of Office, Mill or Shop	3. Trade or Portion of Work	4. Subcontractor's License Number	4. DIR Registration Number	5. \$ Value of Work
			Requested by District	Requested by District	Fill out ONLY if requested by District
			Requested by District	Requested by District	Fill out ONLY if requested by District
			Requested by District	Requested by District	Fill out ONLY if requested by District
			Requested by District	Requested by District	Fill out ONLY if requested by District
			Requested by District	Requested by District	Fill out ONLY if requested by District
			Requested by District	Requested by District	Fill out ONLY if requested by District
			Requested by District	Requested by District	Fill out ONLY if requested by District
			Requested by District	Requested by District	Fill out ONLY if requested by District
			Requested by District	Requested by District	Fill out ONLY if requested by District

Name of Bidder: _____ **Authorized Signature:** _____

[Duplicate and attach additional page(s) as required.]

NON-COLLUSION AFFIDAVIT

Section 00220

STATE OF CALIFORNIA
COUNTY OF _____

I, _____ being first duly sworn, depose and say that I am
(Typed or Printed Name)
the _____ of _____,
(Title) *(Bidder Name)*
the party submitting the foregoing Bid Proposal (the "Bidder"). In connection with the foregoing Bid Proposal, the undersigned declares, states and certifies that:

- 1.01 The Bid Proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization or corporation.
- 1.02 The Bid Proposal is genuine and not collusive or sham.
- 1.03 The Bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any other bidder or anyone else to put in sham bid, or to refrain from bidding.
- 1.04 The Bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price, or that of any other bidder, or to fix any overhead, profit or cost element of the bid price or that of any other bidder, or to secure any advantage against the public body awarding the contract or of anyone interested in the proposed contract.
- 1.05 All statements contained in the Bid Proposal and related documents are true.
- 1.06 The Bidder has not, directly or indirectly, submitted the bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any person, corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

Executed this _____ day of _____, 2019, at _____
(City, County and State)

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

Signature

Address

Name Printed or Typed

City, County and State

(_____)
Area Code and Telephone Number

STATEMENT OF BIDDER'S QUALIFICATIONS
Section 00240

1.01 Bidder's Organization

- A. Form of entity of Bidder, i.e., corporation, partnership, etc. _____
1. If a corporation, state the following: _____
State of Incorporation: _____
Date of Incorporation: _____
President/Chief Executive Officer: _____
Secretary: _____
Treasurer/Chief Financial Officer: _____
2. If a partnership, state the following:
Date of Organization: _____
Type of Partnership (general, limited): _____
Names of all general partners; if any of the general partners are not natural persons, provide the information for each such general partner requested by Paragraphs 1.01.A.1, 1.01.A.2 and 1.01.A.4 as appropriate: _____

3. If a proprietorship, state the following:
Names of all proprietors: _____

4. If a joint venture, state the following: _____
Date of organization: _____
Names of all Joint Venture members. For each Joint Venture member, identify the form of entity and provide the information requested by Paragraphs 1.01.A.1, 1.01.A.2 and 1.01.1.C for each Joint Venture member as appropriate: _____

5. Bidder's form of entity is other than listed above, describe the type of entity or organization and identify all principals or owners of equity in the entity or organization _____

B. Number of years your organization has been in business as a contractor: _____
Organization longevity must also be in compliance with item 1.03 C. Licensing, and have been in business with the advertised classification for a minimum of 5 years. Do you meet this qualification? ____ Yes ____ No

C. Number of years your organization has conducted business under its present name: _____

1. If your organization has conducted business under a name or name style different than your organization's present name, identify all prior name(s) or name style(s): _____

2. For each name or name style identified in Paragraph 1.01.C.1, state the dates during which you conducted business under each name or style: ____

1.02 Financial

A. Attach a current audited, reviewed or compiled Financial Statement for your organization prepared by a Certified Public Accountant licensed under the laws of the State of California utilizing generally accepted accounting practices applied in a consistent manner. The Financial Statement must include a current balance sheet and income statement showing: (i) current assets (i.e., cash, accounts receivable, accrued income, deposits, material inventory, etc.); (ii) net fixed assets; (iii) other assets; (iv) current liabilities (i.e., accounts payable, accrued salaries, accrued payroll taxes, etc.); and (v) other liabilities (i.e., capital, capital stock, earned surplus, retained earnings, etc.).

B. Is the attached Financial Statement for the identical organization as the Bidder?
_____ Yes _____ No.

If not, explain the relationship and financial responsibility of the organization whose Financial Statement is provided (i.e., parent/subsidiary, etc.).

1.03 Licensing

- A. California Contractors License:
License Number: _____
Expiration Date: _____
Responsible Managing Employee/Officer: _____
License Classification(s): _____

- B. Has a claim or other demand ever been made against your organization's California Contractors License Bond? _____ Yes _____ No

If yes, on a separate attachment, state the following: (i) the name, address and telephone number of each person or entity making claim or demand; (ii) the date of each claim or demand; (iii) the circumstances giving rise to each such claim or demand; and (iv) the disposition of each such claim or demand.

- C. The District requires a minimum of 5 years of licensed work experience within the Contractor Classification advertised, with no gaps in license coverage or change of company name. State the number of years this company has performed work under the above and advertised classification: _____ years.

- D. Has a complaint ever been filed against your organization's California Contractors License with the California Contractors State License Board?
_____ Yes _____ No

If yes, on a separate attachment, state the following for each complaint: (i) the name, address and telephone number of each person or entity making the complaint; (ii) the date of each complaint; (iii) the circumstances giving rise to each such complaint; and (iv) the disposition of each such complaint, including without limitation, any disciplinary or other action imposed or taken by the California Contractors State License Board as a result of any such complaint.

- E. Attach to this Statement true and correct copies of the following:

1. Your organization's California Contractors License (the copy must clearly and legibly show: (i) the licensee name; (ii) the expiration date; (iii) the classification(s) of licensure).
2. The Contractors License Bond posted by your organization in connection with your California Contractors License pursuant to California Business & Professions Code §§7071.5 and 7071.6.
3. If your organization's California Contractors License is issued by virtue of the qualification of a responsible managing employee or responsible managing officer, the Qualifiers Bond if required pursuant to California Business & Professions Code §7071.9).

- F. Attach to this statement a copy of the Contractors DIR Registration.
1. Each Bidder submitting a proposal to complete the work, labor, materials and/or services (“Work”) subject to this procurement must be a Department of Industrial Relations registered contractor pursuant to Labor Code 1725.5 (“DIR Registered Contractor”).
 2. Pursuant to Labor Code 1725.5; all Subcontractors identified in a Bidder’s Subcontractor List shall be DIR Registered Contractors.
 3. If awarded the Contract for the Work, at all times during performance of the work, the Bidder and all Subcontractors, of any tier shall be DIR Registered Contractors.

1.04 Experience

A. List the categories of work your organization typically performs with your own forces: _____

B. Claims and lawsuits (if you answer yes to any of the following, you must attach details).

1. Have any lawsuits or other administrative, legal, arbitration or other proceedings, ever been brought or commenced against your organization or any of its principals, officers or equity owners in connection with any construction contract or construction project? _____ Yes _____ No

If so, describe the circumstances, the amount demanded or other relief demand and the disposition of each such lawsuit or other proceeding.

2. Has your organization ever filed a lawsuit or commenced other administrative, legal or other proceedings in connection with any construction contract or construction project? _____ Yes _____ No

If so, describe the circumstances, the amount demanded or other relief demand and the disposition of each such lawsuit or other proceeding.

3. Are there any judgments, orders, decrees or arbitration awards pending, outstanding against your organization or any of the officers, directors, employees or principals of your organization? _____ Yes _____ No

If so, describe each such judgment, order, decree or arbitration award and the present status of the satisfaction or discharge thereof.

C. On a separate attachment, list all construction projects your organization has in progress and for each project listed, state: (i) a general description of the work performed by your organization on the project; (ii) the dollar value of the work performed or to be performed by your organization; (iii) the owner's name, name of the owner's representative and the address and telephone number of the owner and the owner's representative; (iv) the project architect's name, address, telephone number and contact person; (v) percent presently complete; and (vi) the current scheduled completion date.

D. On a separate attachment, list all construction projects completed by your organization in the past five (5) years and for each project identified, state: (i) a general description of the work performed by your organization on the project; (ii) the dollar value of the work performed or to be performed by your organization; (iii) the owner's name, name of the owner's representative and the address and telephone number of the owner and the owner's representative; (iv) the project architect's name, address, telephone number and contact person; (v) percent presently complete; and (vi) the current scheduled completion date.

E. Has your organization ever refused to sign a contract awarded to it?
_____ Yes _____ No

If so, on a separate attachment, state the following: (i) describe each such contract; (ii) the owner's name, address, telephone number and contact person; and (iii) the circumstances of your refusal to sign such contract.

F. Has your organization ever failed to complete a construction contract?
_____ Yes _____ No

If so, on a separate attachment, state the following: (i) describe each such contract; (ii) the owner's name, address, telephone number and contact person; and (iii) the circumstances of your failure to complete such contract.

G. Has your organization ever been declared in default of a construction contract?
_____ Yes _____ No

If so, on a separate attachment, state the following: (i) describe each such contract; (ii) the owner's name, address, telephone number and contact person; and (iii) the circumstances of each such declaration of default.

H. Has any construction contract to which your organization is a party been terminated for the convenience of the project owner? _____ Yes _____ No

If so, identify the project and project owner along with a description of the circumstances under which the convenience termination occurred.

I. Has a claim or other demand ever been asserted against any Bid Bond, Performance Bond, or Payment Bond posted by your organization in connection with any construction contract or your submittal of a bid proposal for a

construction contract? _____ Yes _____ No

If so, on a separate attachment, state the following: (i) the name, address, telephone number and contact person for each claimant; (ii) the date upon which each such demand or claim was made; and (iii) the disposition of each such demand or claim.

1.05 References (include name, contact person, telephone, email address, fax and address for each reference provided)

A. Trade References (three (3) minimum) _____

B. Bank References _____

C. Public Works Inspectors of Record _____

D. Owner references (must have completed at least two (2) Federal, State, K-12 or higher education building projects in the past five (5) years. Please list these two (2) projects and at least one (1) other Owner referenced, preferably another Federal, State, K-12 or higher education project). _____

E. Insurance Carriers (General Liability, Auto, and Workers' Compensation) _____

F. Surety Firms (issuing your Bid, Performance and Payment Bonds) _____

1.06 Accuracy and Authority

The undersigned is duly authorized to execute this Statement of Bidders Qualifications under penalty of perjury on behalf of the Bidder. The undersigned warrants and represents that he/she has personal knowledge of each of the responses to this Statement of Bidder's Qualifications and/or that he/she has conducted all necessary and appropriate inquiries to determine the truth, completeness and accuracy of responses to this Statement of Bidder's Qualifications.

The undersigned declares and certifies that the responses to this Statement of Bidder's Qualifications are complete and accurate; there are no omissions of material fact or information that render any response to be false or misleading and there are no misstatements of fact in any of the responses.

Executed this _____ day of _____, 20__ at _____.
(City and State)

I declare under penalty of perjury under California law that the foregoing is true and correct.

(Signature)

(Typed or written name)

[End Of Section]

BID SECURITY BOND
Section 00260

KNOW ALL MEN BY THESE PRESENTS:

That we, _____, as Principal, and _____, as Surety, are held and firmly bound, along with our respective heirs, executors, administrators, successors and assigns, jointly and severally, unto **VENTURA COUNTY COMMUNITY COLLEGE DISTRICT**, hereinafter "Obligee," for payment of the penal sum hereof in lawful money of the United States, as more particularly set forth herein.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT:

WHEREAS, the Principal has submitted the accompanying Bid Proposal for the Work commonly described as **Bid 592, Oxnard College PE Building Fire Alarm Repair**, and the Bid Proposal must be accompanied by Bid Security.

WHEREAS, subject to the terms of this Bond, the Surety is firmly bound unto the Obligee in the penal sum of **TEN PERCENT (10%)** of the maximum amount of the Bid Proposal submitted by the Principal to the Obligee, as set forth above, inclusive of additive alternate bid items, if any.

NOW, THEREFORE, if the Principal shall not withdraw said Bid Proposal within the period specified therein after the opening of the same, or, if no period be specified, for sixty (60) days after opening of said Bid Proposal; and if the Principal is awarded the Contract, and shall within the period specified therefore, or if no period be specified, within five (5) days after the prescribed forms are presented to him for signature, enter into a written contract with the Obligee, in accordance with the Bid Proposal as accepted, and give such bond(s) 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 Proposal within the period specified for the holding open of the Bid Proposal or the failure of the Principal to enter into such Contract and give such bonds within the time specified, if the Principal shall pay the Obligee the difference between the amount specified in said Bid Proposal and the amount for which the Obligee 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 Obligee in again calling for Bids or otherwise procuring said Work or supplies, then the above obligation shall be void and of no effect, otherwise to remain in full force and effect.

Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or the Call for Bids, the Work to be performed thereunder, the Drawings or the Specifications accompanying the same, or any other portion of the Contract Documents shall in any way affect its obligations 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, the Call for Bids, the Work, the Drawings or the Specifications, or any other portion of the Contract Documents.

In the event that suit or other proceeding is brought upon this Bond by the Obligee, the Surety shall pay to the Obligee all costs, expenses and fees incurred by the Obligee in connection therewith, including without limitation, attorneys' fees.

IN WITNESS WHEREOF, the Principal and Surety have executed this instrument this _____ day of _____, 20__ by their duly authorized agents or representatives.

Bidder:

(corporate Seal)

(Principal's Name)

By: _____
(Signature)

(Typed or Printed Name & Title)

(Address)

Surety:

(Corporate Seal)

(Surety's Name)

By: _____
(Signature of Attorney-in-Fact for Surety)

(Attach Attorney-in-Fact Certificate)

(Typed or Printed Name)

(Address of Surety's Office where Bond is issued)

(Area Code and Telephone Number of Surety)

**SECTION 00310
AGREEMENT**

THIS AGREEMENT is made this ____ day of _____, 2019, the City of Camarillo, County of Ventura, State of California, by and between VENTURA COUNTY COMMUNITY COLLEGE DISTRICT, a California Community College District, hereinafter called the "District" and _____, hereinafter called the "Contractor", with a principal place of business located at

.

WITNESSETH, that the District and the Contractor in consideration of the mutual covenants contained herein agree as follows:

1.01 The Work. Within the Contract Time and for the Contract Price, subject to adjustments thereto pursuant to the Contract Documents, the Contractor shall perform and provide all necessary labor, materials, tools, equipment, utilities, services and transportation to complete in a workmanlike manner all of the Work required in connection with the work of improvement commonly referred to as **Bid 592, Oxnard College PE Building Fire Alarm Repair**. Contractor shall complete all Work covered by the Contract Documents, including without limitation, the Drawings and Specifications prepared by the Architect, and other Contract Documents enumerated in Article 5 below, along with all modifications and addenda thereto issued in accordance with the Contract Documents.

1.02 Contract Time. The Work shall be commenced on the date stated in the District's Notice to Proceed. The Contractor shall achieve Substantial Completion of the Work within 120 consecutive calendar days after the date stated in the District's Notice to Proceed (see Section 1.01 of the Contract Special Conditions and as otherwise provided in the Contract Documents).

The Awarded Bidder must meet with the Facilities, Maintenance and Operations Director within one week of award to schedule work and accommodate any special conditions called out by Campus Director.

1.03 Contract Price. The District shall pay the Contractor as full consideration for the Contractor's full, complete and faithful performance of the Contractor's obligations under the Contract Documents, subject to any additions or deduction as provided for in the Contract Documents, the Contract Price of _____ Dollars \$_____).

The Contract Price is based upon the Contractor's Base Bid Proposal and the following Alternate Bid Items, if any:

The District's payment of the Contract Price shall be in accordance with the Contract Documents.

1.04 Liquidated Damages. In the event of the failure or refusal of the Contractor to achieve Completion of the Work of the Contract Documents within the Contract Time, as adjusted, the Contractor shall be subject to assessment of Liquidated Damages in accordance with the Contract Documents.

1.05 The Contract Documents. The Contract Documents consist of the following:

Notice to Contractors Calling for Bids	Labor and Material Payment Bond
Instructions for Bidders	Performance Bond
Bid Proposal	Certificate of Workers Compensation
Subcontractors List	Drug Free Workplace Certification
Non-Collusion Affidavit	General Conditions
Statement of Bidder's Qualifications	Special Conditions
Bid Bond	Specifications
Agreement	Drawings
Labor Compliance Program	Guarantee
Proof of DIR Registration Per SB 854	

1.06 Award of Contract. The award shall be subject to final agreement on terms, conditions, and scope of work between VCCCD and Bidder.

1.07 Authority to Execute. The individual(s) executing this Agreement on behalf of the Contractor is/are duly and fully authorized to execute this Agreement on behalf of Contractor and to bind the Contractor to each and every term, condition and covenant of the Contract Documents.

IN WITNESS WHEREOF, this Agreement has been duly executed by the District and the Contractor as of the date set forth above.

DISTRICT:

VENTURA COUNTY COMMUNITY
COLLEGE DISTRICT,
a California Community College District

By: _____

Name: Terry Cobos

Title: Director of General Services

CONTRACTOR:

(Contractor's License Number)

By: _____

Name: _____

Title: _____

[Corporate Seal]

[End Of Section]

LABOR AND MATERIAL PAYMENT BOND

Section 00400

KNOW ALL MEN BY THESE PRESENTS:

That we, _____, as Principal, and _____, as Surety, are held and firmly bound, along with our respective heirs, executors, administrators, successors and assigns, jointly and severally, unto **VENTURA COUNTY COMMUNITY COLLEGE DISTRICT**, hereinafter "Obligee", for payment of the penal sum of _____ Dollars (\$ _____) in lawful money of the United States, as more particularly set forth herein.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT:

WHEREAS, the Obligee, by resolution of its Board of Trustees, has awarded to the Principal a Contract for the Work commonly described as: **Bid 592, Oxnard College PE Building Fire Alarm Repair**. WHEREAS, the Principal, on or about _____, entered into a Contract with the Obligee for performance of the Work; the Agreement and all other Contract Documents set forth therein are incorporated herein and made a part hereof by this reference.

WHEREAS, by the terms of the Contract Documents, the Principal is required to furnish a bond for the prompt, full and faithful payment to any Claimant, as hereinafter defined, for all labor, materials or services used, or reasonably required for use, in the performance of the Work.

NOW THEREFORE, if the Principal shall promptly, fully and faithfully make payment to any Claimant for all labor, materials or services used or reasonably required for use in the performance of the Work, then this obligation shall be void; otherwise, it shall be, and remain, in full force and effect.

The term "Claimant" shall refer to any person, corporation, partnership, proprietorship or other entity including without limitation, all persons and entities described in California Civil Code §3181, providing or furnishing labor, materials or services used or reasonably required for use in the performance of the Work under the Contract Documents, without regard for whether such labor, materials or services were sold, leased or rented. This Bond shall inure to the benefit of all Claimants so as to give them, or their assigns and successors, a right of action upon this Bond.

In the event that suit is brought on this Bond by any Claimant for amounts due such Claimant for labor, materials or services provided or furnished by such Claimant, the Surety shall pay for the same and reasonable attorneys' fees pursuant to California Civil Code §3250.

The Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, deletion, addition, or any other modification to the terms of the Contract Documents, the Work to be performed thereunder, the Specifications or the Drawings, or any other portion of the Contract Documents, shall in any way limit, restrict or otherwise affect its obligations under this Bond; the Surety hereby waives notice from the Obligee of any such change, extension of time, alteration, deletion, addition or other modification to the Contract Documents, the Work to be performed under the Contract Documents, the Drawings or the Specifications of any other portion of the Contract Documents.

IN WITNESS WHEREOF, the Principal and Surety have executed this instrument this _____ day of _____, 2019 _____ by their duly authorized agents or representatives.

(Corporate Seal)

(Principal Name)

By: _____
(Signature)

(Typed or Printed Name)

Title: _____

(Corporate Seal)

(Surety Name)

By: _____
(Signature of Attorney-in-Fact for Surety)

(Typed or Printed Name of Attorney-in-Fact)

(Attach Attorney-in-Fact Certificate)

(Address)

(Area Code and Telephone Number of Surety)

[End of Section]

PERFORMANCE BOND

Section 00410

KNOW ALL MEN BY THESE PRESENTS:

That we _____, as Principal, and _____, as Surety, are held and firmly bound, along with our respective heirs, executors, administrators, successors and assigns, jointly and severally, unto **VENTURA COUNTY COMMUNITY COLLEGE DISTRICT**, hereinafter "Obligee", for payment of the penal sum of _____ Dollars (\$_____) in lawful money of the United States, as more particularly set forth herein.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT:

WHEREAS, the Obligee, by action of its Board of Trustees, has awarded to the Principal a Contract for the Work commonly described as **Bid 592, Oxnard College Gymnasium Fire Alarm Repair**. WHEREAS, the Principal, on or about November 12, 2019, entered into a contract with the Obligee for performance of the Work; the Agreement and all other Contract Documents set forth therein are incorporated herein and made a part hereof by this reference.

WHEREAS, by the terms of the Contract Documents ("Contract"), the Principal is required to furnish a bond ensuring the Principal's prompt, full and faithful performance of the Work of the Contract.

WHEREAS, the Principal and the Surety, jointly and severally, bind themselves, their heirs, executors, administrative, successors and assigns, to the Obligee for the prompt, full and faithful performance of the Contract, which is incorporated herein by this reference.

NOW, THEREFORE, if the Principal shall promptly, fully and faithfully perform each and all of the obligations and things to be done and performed by the Principal in strict accordance with the terms of the Contract as said Contract may be modified or amended from time to time; and if the Principal shall indemnify and save harmless the Obligee and all of its officers, agents and employees from any and all losses, liability and damages, claims, judgments, stop notices, costs, and fees of every description, whether imposed by law or equity, which may be incurred by the Obligee by reason of the failure or default on the part of the Principal in the performance of any or all of the terms or the obligations of the Contract, including all modifications and amendments thereto, and any warranties or guarantees required thereunder; then this obligation shall be void; otherwise, it shall be, and remain, in full force and effect.

In the event the Principal is declared by the Obligee to be in breach or default in the performance of the Contract, then, after written notice from the Obligee to the Surety, as provided for herein, the Surety shall either remedy the default or breach of the Principal or shall take charge of the Work of the Contract and complete the Contract with a Contractor other than the Principal at its own expense; provided, however, that the procedure by which the Surety undertakes to discharge its obligations under this Bond shall be subject to the advance written approval of the Obligee.

If the Surety does not proceed to cure or remedy the Principal's default(s) of its performance of the Contract with reasonable promptness, the Surety shall be deemed to be in default on this Bond fifteen (15) calendar days after receipt of a written notice from Obligees to the Surety demanding that the Surety perform its obligations under this Bond, and the Obligees shall be entitled to enforce any remedy available to Obligees.

Within fifteen (15) calendar days of Obligees' written notice to the Surety of the failure of performance of the Contract by the Principal, it shall be the duty of the Surety to give to the Obligees an unequivocal notice in writing of the Surety's election to remedy the default(s) of the Principal promptly, or to arrange for performance of the Contract promptly by a Contractor other than the Principal, time being of essence to this Bond. In said Notice of Election, the Surety shall state the date of commencement of its cure or remedy of the Principal's default(s) or its performance of the Contract. The Surety's obligations for cure or remedy, include but are not limited to: correction of defective or incomplete work and completion of the Contract, additional legal, design professional and delay costs arising from Surety's actions or failure to act; and liquidated damages, or if no liquidated damages are specified in the Contract, actual damages caused by delayed performance or non-performance by the Principal. The Surety shall give prompt written notice to the Obligees upon completion of the cure or remedy of the Principal's default(s) of its performance of the Contract.

In the event the Surety shall fail to issue its Notice of Election to Obligees within the time provided for herein above, the Obligees may thereafter cause the cure or remedy of the Principal's failure of performance or default or to complete the Work. The Principal and the Surety shall be each jointly and severally liable to the Obligees for all damages and costs sustained by the Obligees as a result of the Principal's failure of performance under the Contract Documents or default in its performance of obligations thereunder, including without limitation the costs of cure or completion exceeding the then remaining balance of the Contract Price.

The Surety, for value received, hereby stipulates and agrees that no change or adjustment of the Contract Time or Contract Price, alterations, deletions, additions or any other modifications to the Contract Documents, or the Work to be performed thereunder, shall in any way limit, restrict, or otherwise affect the obligations of the Surety under this Bond. Surety waives notice of any change or adjustment of the Contract Time or Contract Price, alterations, deletions, additions or any other modifications to the Contract Documents, or the Work to be performed thereunder and agrees to automatically adjust the penal sum of this Bond to reflect any adjustments of the Contract Time or Contract Price which increase the Contract Price.

Principal and Surety agree that if Obligees is required to engage the services of an attorney in connection with enforcement of this Bond, each shall pay Obligees' costs and reasonable attorney's fees incurred, with or without suit, in addition to the above penal sum.

The guarantees contained in this Bond survive Final Completion of the Work called for in the Contract Documents with respect to the obligations and liabilities of the Principal, which survive Final Completion of the Work.

IN WITNESS WHEREOF, the Principal and Surety have executed this instrument this _____ day of _____, 2019 by their duly authorized agents or representatives.

(Corporate Seal)

(Principal Name)

By: _____
(Signature)

(Typed or Printed Name)

Title: _____

(Corporate Seal)

(Surety Name)

By: _____
(Signature of Attorney-in-Fact for Surety)

(Attach Attorney-in-Fact Certificate)

(Typed or Printed Name of Attorney-in-Fact)

(Address)

(Area Code and Telephone Number of Surety)

CERTIFICATE OF WORKERS' COMPENSATION INSURANCE

Section 00415

I, _____ the _____,
(Name) *(Title)*
of _____, declare, state and certify that:
(Contractor Name)

1.01 I am aware that California Labor Code §3700(a) and (b) 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 either as an individual employer, or one employer in a group of employers, 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 or her employees."

1.02 I am aware that the provisions of California Labor Code §3700 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 this Contract.

By: _____
(Signature)

(Date)

DRUG-FREE WORKPLACE CERTIFICATION

Section 00417

I, _____ the _____,
(Name) (Title)
of _____, declare, state and certify that:
(Contractor Name)

1.01 I am aware of the provisions and requirements of California Government Code §§8350 et seq., the Drug Free Workplace Act of 1990.

1.02 I am authorized to certify, and do certify, on behalf of Contractor that a drug free workplace will be provided by Contractor by doing all of the following:

A. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited in Contractor's workplace and specifying actions which will be taken against employees for violation of the prohibition;

B. Establishing a drug-free awareness program to inform employees about all of the following:

1. The dangers of drug abuse in the workplace;
2. Contractor's policy of maintaining a drug-free workplace;
3. The availability of drug counseling, rehabilitation and employee-assistance programs; and
4. The penalties that may be imposed upon employees for drug abuse violations;

C. Requiring that each employee engaged in the performance of the Contract be given a copy of the statement required by subdivision (A), above, and that as a condition of employment by Contractor in connection with the Work of the Contract, the employee agrees to abide by the terms of the statement.

1.03 Contractor agrees to fulfill and discharge all of Contractor's obligations under the terms and requirements of California Government Code §8355 by, inter alia, publishing a statement notifying employees concerning: (a) the prohibition of any controlled substance in the workplace, (b) establishing a drug-free awareness program, and (c) requiring that each employee engaged in the performance of the Work of the Contract be given a copy of the statement required by California Government Code §8355(a) and requiring that the employee agree to abide by the terms of that statement.

- 1.04 Contractor and I understand that if the District determines that Contractor has either: (a) made a false certification herein, or (b) violated this certification by failing to carry out and to implement the requirements of California Government Code §8355, the Contract awarded herein is subject to termination, suspension of payments, or both. Contractor and I further understand that, should Contractor violate the terms of the Drug-Free Workplace Act of 1990, Contractor may be subject to debarment in accordance with the provisions of California Government Code §§8350, et seq.
- 1.05 Contractor and I acknowledge that Contractor and I are aware of the provisions of California Government Code §§8350, et seq. and hereby certify that Contractor and I will adhere to, fulfill, satisfy and discharge all provisions of and obligations under the Drug-Free Workplace Act of 1990.

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

Executed at _____ this _____ day of _____, 2019
(City and State)

(Signature)

(Typed or Printed Name)

GUARANTEE
Section 00420

I, _____ (*Contractor's Name*) hereby unconditionally guarantees that the work performed under and pursuant to the Ventura County Community College District (District) project known as the **Bid 592, Oxnard College PE Building Fire Alarm Repair** ("Project") has been done in strict accordance with the requirements of the Contract and therefore further guarantees the work of the contract to be and remain free of defects in workmanship and materials for a period of one (1) year from the date of completion of the contract, unless a longer guarantee period is called for by the Contract Documents, in which case the terms of the longer guarantee shall govern. The Contractor hereby agrees to repair or replace any and all work, together with any other work which may have been damaged or displaced in so doing, that may prove to be not in accordance with the requirements of the Contract or that may be defective in its workmanship or materials within the guarantee period specified, without any expense whatsoever to the District, ordinary wear and tear and unusual abuse and neglect only excepted. The Contractor has provided contract bonds which will remain in full force and effect during the guarantee period.

The Contractor further agrees that within ten (10) calendar days after being notified in writing by the District of any work not in accordance with the requirements of the contract or any defects in the work, he will commence and prosecute with due diligence all work necessary to fulfill the terms of this guarantee, and to complete the work within a reasonable period of time. In the event he fails to so comply, he does hereby authorize the District to proceed to have such work done at the Contractor's expense and he will pay the cost thereof upon demand. The District shall be entitled to all costs, including reasonable attorneys' fees, necessarily incurred upon the Contractor's refusal to pay the above costs.

Notwithstanding the foregoing paragraph, in the event of an emergency constituting an immediate hazard to the health or safety of the employees of the District, or its property or licensees, the District may undertake at the Contractor's expense without prior notice, all work necessary to correct such hazardous condition when it was caused by the work of the Contractor not being in accordance with the requirements of this contract, or being defective, and to charge the same to the Contractor as specified in the preceding paragraph.

The guarantee set forth herein is not intended by the parties, nor shall it be construed, as in any way limiting or reducing the District's rights to enforce all terms of the contract referenced herein above or the time for enforcement thereof. This guarantee is provided in addition to, and not in lieu of, the District's rights on such contract.

Contractor's Signature: _____

Subcontractor's Signature _____

Representative to be contacted for services:

Name: _____

Address: _____

Phone No.: _____ Fax No.: _____

Email.: _____

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GENERAL CONDITIONS

ARTICLE 1: DEFINITIONS; GENERAL

1.1 Construction Equipment

"Construction Equipment" is equipment utilized for the performance of any portion of the Work, but which is not incorporated into the Work.

1.2 Contract Documents

The Contract Documents consist of the Agreement between the District and the Contractor, Conditions of the Contract (whether General, Special or otherwise), Drawings, Specifications, including addenda thereto issued prior to execution of the Agreement and any other documents listed in the Agreement. The Contract Documents shall include modifications issued after execution of the Agreement. The Contract Documents form the Contract for Construction.

1.3 Contract Document Terms

The term "provide" means "provide complete in place" or to "furnish and install" such item. Unless otherwise provided in the Contract Documents, the terms "approved;" "directed;" "satisfactory;" "accepted;" "acceptable;" "proper;" "required;" "necessary" and "equal" shall mean as approved, directed, satisfactory, accepted, acceptable, proper, required, necessary and equal, in the opinion of the District, its agents or representatives. The term "typical" as used in the Drawings shall require the installation or furnishing of such item(s) of the Work designated as "typical" in all other similar areas; Work in such other areas shall conform to that shown as "typical" or as reasonably inferable therefrom.

1.4 Contractor

The Contractor is the person or entity identified as such in the Agreement; references to "Contractor" include the Contractor's authorized representative.

1.5 Days

Unless otherwise expressly stated, references to "days" in the Contract Documents shall be deemed to be calendar days.

1.6 District

The "District" refers to **Ventura County Community College District** and its authorized representatives, the District's Board of Trustees and the District's officers, employees, agents and representatives.

1.7 District's Inspector

The District's Inspector is the individual designated and employed by the District in accordance with the requirements of Title 24 of the California Code of Regulations. The District's Inspector shall be authorized to act on behalf of the District as provided for in the Contract Documents and in Title 24 of the California Code of Regulations, as the same may be amended from time to time.

1.8 Drawings and Specifications

The Drawings are the graphic and pictorial portions of the Contract Documents, wherever located and whenever issued, showing generally, the design, location and dimensions of the Work and

may include without limitation, plans, elevations, sections, details, schedules, notes or diagrams. The Specifications are that portion of the Contract Documents consisting of the written requirements for materials, equipment, construction systems, standards, criteria and workmanship for the Work and related services. The Drawings and Specifications are intended to delineate and describe the Work and its component parts so as to permit skilled and competent contractors to bid upon the Work and prosecute the same to completion.

1.9 Intent and Correlation of Contract Documents

1.9.1 Work of the Contract Documents

The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor. The Contract Documents are complementary and what is required by one shall be as binding as if required by all. Performance by the Contractor shall be required to the extent consistent with the Contract Documents and reasonably inferable therefrom as being necessary to produce the intended results. Organization of the Specifications into divisions, sections or articles, and the arrangement of Drawings shall not control the Contractor in dividing the Work among Subcontractors or in establishing the extent of Work to be performed by any trade. Where any portion of the Contract Documents is silent and information appears elsewhere in the Contract Documents, such other portions of the Contract Documents shall control. Work not particularly detailed, marked or specified shall be the same as similar parts that are detailed, marked or specified.

1.9.2 Technical Terms

Unless otherwise stated in the Contract Documents, words or terms, which have, well-known technical or construction industry meanings are used in the Contract Documents in accordance with such recognized meanings.

1.9.3 Conflict in Contract Documents

The Contract Documents are intended to be fully cooperative and to agree. If Contractor observes any conflict, inconsistency or ambiguity, Contractor shall promptly notify the District in writing of such conflict, inconsistency or ambiguity prior to commencement of affected Work. If a conflict, inconsistency or ambiguity arises, the following order or precedence shall generally apply, provided, however, that the order of precedence shall not be so rigidly interpreted as to create an absurd or costly result: Special Conditions shall take precedence over General Conditions, Specifications shall take precedence over Drawings and shall govern as to materials, workmanship and installation procedures. Plans identify the scope and location of the Work. With regard to Drawings, figures govern over scaled dimensions, larger details govern over general drawings, addenda and change order drawings govern over contract drawings, contract drawings govern over standard drawings.

1.10 Material Supplier

A Material Supplier is any person or entity who only furnishes materials, equipment or supplies for the Work without fabricating, installing or consuming them in the Work.

1.11 Project

The Project is the total construction of which the Work performed by the Contractor under the Contract Documents may be the whole or a part of the Project and which may include construction

by the District or by separate contractors.

1.12 Site

The Site is the physical area designated in the Contract Documents for Contractor's performance, construction and installation of the Work.

1.13 Subcontractors; Sub-Subcontractors

A Subcontractor is a person or entity who has a direct contract with the Contractor to perform a portion of the Work. "Subcontractor" does not include a separate contractor to the District or subcontractors of any separate contractor. A Sub-Subcontractor is a person or entity of any tier, who has a direct or indirect contract with a Subcontractor to perform a portion of the Work at the site.

1.14 Special Conditions

If made a part of the Contract Documents, Special Conditions are special or supplemental provisions, not otherwise provided for in the Agreement or the General Conditions.

1.15 Surety. The Surety is the person or entity that executes, as surety, the Contractor's Labor and Material Payment Bond and/or Performance Bond or other bonds provided by the Contractor.

1.16 Work

The "Work" is the construction and services required by the Contract Documents, whether completed or partially completed, and includes all other labor, materials, equipment or services provided or to be provided by the Contractor to fulfill the Contractor's obligations under the Contract Documents. The Work may constitute the whole or a part of the Project.

ARTICLE 2: DISTRICT

2.1 Information Required of District

2.1.1 Surveys; Site Information

District may provide information concerning physical characteristics of the Site. Information not provided by the District concerning physical characteristics of the Site, which is required, shall be obtained by Contractor without adjustment to the Contract Price or the Contract Time.

2.1.2 Drawings and Specifications

All of the Drawings and the Specifications shall remain the property of the District; the Contractor shall not use the Drawings or the Specifications in connection with any other work of improvement other than the Work of the Project.

2.1.3 Furnishing of Information

Information or services to be provided by the District under the Contract Documents shall be furnished by the District with reasonable promptness to avoid delay in the orderly progress of the Work. Information about existing conditions furnished by the District under the Contract Documents is obtained from sources believed to be reliable, but the District neither guarantees nor warrants that such information is complete and accurate. The Contractor shall verify all information provided by the District. To the extent that the Contract Documents depict existing conditions on or about the Site, or the Work involves

the renovation, removal or remodeling of existing improvements, or the Work involves any tie-in or other connection with any existing improvements, the conditions and/or existing improvements depicted in the Contract Documents are as they are believed to exist.

2.2 District's Right to Stop the Work

In addition to the District's right to suspend the Work or terminate the Contract pursuant to the Contract Documents, the District may, by written order, direct the Contractor to stop the Work, or any portion thereof, until the cause for such stop work order has been eliminated, if the Contractor: (i) fails to correct Work which is not in conformity and in accordance with the requirements of the Contract Documents, or (ii) otherwise fails to carry out the Work in conformity and accordance with the Contract Documents. The right of the District to stop the Work hereunder shall not be deemed a duty on the part of the District to exercise such right for the benefit of the Contractor or any other person or entity, nor shall the District's exercise of such right waive or limit the exercise of any other right or remedy of the District under the Contract Documents or at law.

2.3 Partial Occupancy or Use

2.3.1 District's Right to Partial Occupancy

The District may occupy or use any completed or partially completed portion of the Work, provided that the District and the Contractor have accepted, in writing, the responsibilities assigned to each of them for payments, retainage, if any, security, maintenance, utilities, damage to the Work, insurance and the period for correction of the Work and commencement of warranties required by the Contract Documents for such portion of the Work partially used or occupied by the District. If the Contractor and the District are unable to agree upon the matters set forth above, the District may nevertheless use or occupy any portion of the Work, with the responsibility for such matters subject to resolution in accordance with the Contract Documents. Immediately prior to such partial occupancy or use of the Work, or portions thereof, the District shall inspect the portions of the Work to be occupied or to be used to determine and record the condition of the Work. The District's use or occupancy of the Work or portions thereof pursuant to the preceding shall not be deemed "completion" of the Work as that term is used in Public Contract Code §7107.

2.3.2 No Acceptance of Defective or Nonconforming Work

Unless otherwise expressly agreed upon by the District and the Contractor, the District's partial occupancy or use of the Work or any portion thereof, shall not constitute the District's acceptance of the Work not complying with the requirements of the Contract Documents or which is otherwise defective.

2.4 The District's Inspector

In addition to the authority and rights of the District's Inspector as provided for elsewhere in the Contract Documents, all of the Work shall be performed under the observation of the District's Inspector in accordance with the provisions of Title 24 of the California Code of Regulations. The District's Inspector shall have access to all parts of the Work at any time, wherever located, including shop inspections, and whether partially or completely fabricated, manufactured, furnished or installed. The performance of the duties of the District's Inspector under the Contract

Documents shall not relieve or limit the Contractor's performance of its obligations under the Contract Documents.

ARTICLE 3: THE CONTRACTOR

3.1 Communications

All communications regarding the Work, the performance thereof or the Contract Documents shall be in writing; oral communications, unless reduced to writing, are not binding on the parties. Communications between the Contractor and the District shall be through the College Facilities Director.

3.2 Contractor Review of Contract Documents

3.2.1 Examination of Contract Documents

The Contractor shall carefully study and compare the Contract Documents with each other and with information furnished by the District pursuant to the Contract Documents and shall at once report to the District any errors, inconsistencies or omissions discovered. If the Contractor performs any Work knowing, or with reasonable diligence should have known that, it involves an error, inconsistency or omission in the Contract Documents without prior written notice to the District of the same, the Contractor shall assume full responsibility for such performance and shall bear all attributable costs for correction of the same.

3.2.2 Field Measurements

Prior to commencement of the Work, or portions thereof, the Contractor shall take field measurements and verify field conditions at the Site and shall carefully compare such field measurements and conditions and other information known to the Contractor with information provided in the Contract Documents. Errors, inconsistencies or omissions discovered shall be reported to the District at once.

3.2.3 Dimensions; Layouts and Field Engineering

Dimensions indicated in the Drawings are intended for reference only. The Contractor shall be solely responsible for dimensioning and coordinating the Work of the Contract Documents. All field engineering required for laying out the Work and/or establishing grades for earthwork operations shall be by the Contractor at its expense. Any field engineering or other engineering to be provided or performed by the Contractor under the Contract Documents and required or necessary for the proper execution or installation of the Work shall be provided and performed by an engineer duly registered under the laws of the State of California in the engineering discipline for such portion of the Work.

3.2.4 Request for Information

If the Contractor encounters any condition which the Contractor believes, in good faith and with reasonable basis, is the result of an ambiguity, conflict, error or omission in the Contract Documents (collectively “the Conditions”), it shall be the affirmative obligation of the Contractor to timely notify the District, in writing, of the Conditions encountered and to request information from the District necessary to address and resolve any such Conditions before proceeding with any portion of the Work affected or which may be

affected by such Conditions. If the Contractor fails to timely notify the District in writing of any Conditions encountered and the Contractor proceeds to perform any portion of the Work containing or affected by such Conditions, the Contractor shall bear all costs associated with or required to correct, remove, or otherwise remedy any portion of the Work affected thereby without adjustment of the Contract Time or the Contract Price.

3.2.5 Work in Accordance With Contract Documents

The Contractor shall perform all of the Work in strict conformity with the Contract Documents and approved Submittals.

3.3 Site Investigation; Subsurface Conditions

3.3.1 Contractor Investigation

The Contractor shall be responsible for, and by executing the Agreement acknowledges, that it has carefully examined the Site and has taken all steps it deems reasonably necessary to ascertain all conditions which may affect the Work, or the cost thereof, including, without limitation, conditions bearing upon transportation, disposal, handling or storage of materials; availability of labor or utilities; access to the Site; and the physical conditions and the character of equipment, materials, labor and services necessary to perform the Work. Any failure of the Contractor to do so will not relieve it from the responsibility for fully and completely performing all Work without adjustment to the Contract Price or the Contract Time. The District assumes no responsibility to the Contractor for any understandings or representations concerning conditions or characteristics of the Site, or the Work, made by any of its officers, employees or agents prior to the execution of the Agreement, unless such understandings or representations are expressly set forth in the Agreement.

3.3.2 Subsurface Data

By executing the Agreement, the Contractor acknowledges that it has examined the subsurface data available and satisfied itself as to the character, quality and quantity of surface and subsurface materials, including without limitation, obstacles which may be encountered in performance of the Work, insofar as this information is reasonably ascertainable from an inspection of the Site, review of available subsurface data and analysis of information furnished by the District under the Contract Documents. Subsurface data or other soils investigation report provided by the District hereunder are not a part of the Contract Documents. Information contained in such data or report regarding subsurface conditions, elevations of existing grades, or below grade elevations are approximate only and is neither guaranteed nor warranted by the District to be complete and accurate. The Contractor shall examine all subsurface data to make its own independent interpretation of the subsurface conditions and acknowledges that its bid is based upon its own opinion of the conditions which may be encountered. The District assumes no responsibility for any conclusions or interpretations made by Contractor on the basis of available subsurface data or other information furnished by District under the Contract Documents.

3.3.3 Subsurface Conditions

3.3.3.1 Procedures

If the Work under the Contract Documents involves digging trenches or other excavations that extend deeper than four feet below the surface, the Contractor shall promptly and before the following conditions are disturbed, notify the District's Inspector, in writing, of any: (i) material that the Contractor believes may be material that is hazardous waste, as defined in California Health and Safety Code §25117, that is required to be removed to a Class I or Class II or Class III disposal site in accordance with provisions of existing law; (ii) subsurface or latent physical conditions at the site differing from those indicated; or (iii) unknown physical conditions at the site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in the Work or the character provided for in the Contract Documents. If upon notice to the District of the conditions described above and upon the District's investigation thereof, the District determines that the conditions so materially differ or involve such hazardous materials which require an adjustment to the Contract Price or the Contract Time, the District shall issue a Change Order in accordance with Article 8 hereof. In accordance with California Public Contract Code §7104, any dispute arising between the Contractor and the District as to any of the conditions listed in (i), (ii) or (iii) above, shall not excuse the Contractor from the completion of the Work within the Contract Time and the Contractor shall proceed with all Work to be performed under the Contract Documents. The District reserves the right to terminate the Contract pursuant to Article 14.2 hereof should the District determine not to proceed because of any condition described in (i), (ii) or (iii) above.

3.3.3.2 Trenching

For all excavations in excess of five (5) feet involving an estimated expenditure in excess of \$25,000, Contractor shall submit to the District for acceptance a detailed Drawing showing the design of shoring, bracing, sloping or other provisions to be made for the protection of workmen from the hazard of caving ground. If such design varies from the standards established by the Construction Safety Orders of the California Division of Industrial Safety, the Drawing shall be prepared by a registered civil or structural engineer. None of the aforementioned trenching shall be started before Contractor receives notification of acceptance from the District. Contractor shall comply with all other applicable requirements of California Labor Code §6705, and as therein provided, no provisions of that Section or this Section shall be construed to impose tort liability upon the District. In any event, Contractor shall not commence any excavation work until it has secured all necessary permits including the required CAL OSHA excavation/shoring permit. Any permits shall be prominently displayed on the Project premises prior to commencement of any excavation.

3.4 Supervision and Construction Procedures

3.4.1 Supervision of the Work

The Contractor shall supervise and direct performance of the Work, using the Contractor's best skill and attention. The Contractor shall be solely responsible for, and have control over, construction means, methods, techniques, sequences and procedures and for coordinating all portions of the Work under the Contract Documents, unless Contract Documents give other specific instructions concerning these matters. The Contractor shall be responsible for inspection of completed or partially completed portions of Work to determine that such portions are in proper condition to receive subsequent Work.

3.4.2 Responsibility for the Work; Coordination of the Work

The Contractor shall be responsible to the District for acts and omissions of the Contractor's employees, Subcontractors and their agents and employees, and all other persons performing any portion of the Work under a contract with the Contractor. The Contractor shall not be relieved of the obligation to perform the Work in accordance with the Contract Documents either by activities or duties of the District or by tests, inspections or approvals required or performed by persons other than the Contractor. The Contractor shall be responsible for all necessary or appropriate coordination of the Work and component parts thereof so that Substantial Completion of the Work will be achieved within the Contract Time and the Work will be completed for the Contract Price. The coordination of the Work is a material obligation of the Contractor hereunder and shall include without limitation, conducting regular coordination meetings with its Subcontractors and Material Suppliers, sequencing the operations of Subcontractors and Material Suppliers, and adapting its planned means, methods and sequences of construction operations as necessary to accommodate field or changed conditions at the Site.

3.4.3 Surveys

The Contractor shall prepare or cause to be prepared all detailed surveys necessary for performance of the Work. The Contractor shall be responsible for the establishment, location, maintenance and preservation of benchmarks, reference points and stakes for the Work, the cost of which shall be included within the Contract Price. The Contractor shall be solely responsible for all loss or costs resulting from the loss, destruction, disturbance or damage of benchmarks, reference points or stakes.

3.5 Labor and Materials

3.5.1 Payment for Labor, Materials and Services

Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for labor, materials, equipment, tools, applicable taxes, and other facilities and services necessary for proper execution and completion of the Work, whether temporary or permanent and whether or not incorporated in the Work.

3.5.2 Employee Discipline and Skills

The Contractor shall enforce strict discipline and good order among the Contractor's employees, the employees of any Subcontractor of any tier, and all other persons performing any part of the Work at the Site. The Contractor shall not permit employment

of unfit persons or persons not skilled in tasks assigned to them. The Contractor shall dismiss from its project employees and direct any Subcontractor of any tier to dismiss from their employment on the project any person deemed by the District to be unfit or incompetent to perform Work and thereafter, the Contractor shall not employ nor permit the employment of such person for performance of any part of the Work without the prior written consent of the District, which consent may be withheld in the reasonable discretion of the District.

3.5.3 Prohibition on Harassment

3.5.3.1 District's Policy Prohibiting Harassment

The District is committed to providing a campus and workplace free of sexual harassment and harassment based on factors such as race, color religion, national origin, ancestry, age, medical condition, marital status, disability or veteran status. Harassment includes without limitation, verbal, physical or visual conduct which creates an intimidating, offensive or hostile environment such as racial slurs; ethnic jokes; posting of offensive statements, posters or cartoons or similar conduct. Sexual harassment includes without limitation the solicitation of sexual favors, unwelcome sexual advances, or other verbal, visual or physical conduct of a sexual nature.

3.5.3.2 Contractor's Adoption of Anti-Harassment Policy

Contractor shall adopt and implement all appropriate and necessary policies prohibiting any form of discrimination in the workplace, including without limitation harassment on the basis of any classification protected under local, state or federal law, regulation or policy. Contractor shall take all reasonable steps to prevent harassment from occurring, including without limitation affirmatively raising the subject of harassment among its employees, expressing strong disapproval of any form of harassment, developing appropriate sanctions, informing employees of their right to raise and how to raise the issue of harassment and informing complainants of the outcome of an investigation into a harassment claim. Contractor shall require that any Subcontractor or Sub-subcontractor performing any portion of the Work to adopt and implement policies in conformity with this Article.

3.5.3.3 Prohibition on Harassment at the Site

Contractor shall not permit any person, whether employed by Contractor, a Subcontractor, Sub-subcontractor, or any other person or entity, performing any Work at or about the Site to engage in any prohibited form of harassment. Any such person engaging in a prohibited form of harassment directed to any individual performing or providing any portion of the Work at or about the Site shall be subject to appropriate sanctions in accordance with the anti-harassment policy adopted and implemented pursuant to Article 3.5.3.2 above. Any person performing or providing Work on or about the Site who engages in a prohibited form of harassment directed to any student, faculty member or staff of the District or directed to any other person on or about the Site shall be subject to immediate removal and shall be prohibited thereafter from providing or performing any portion of the Work. Upon the District's receipt of any notice or complaint that

any person employed directly or indirectly by Contractor in performing or providing the Work has engaged in a prohibited form of harassment, the District will promptly undertake an investigation of such notice or complaint. In the event that the District, after such investigation, reasonably determines that a prohibited form of harassment has occurred, the District shall promptly notify the Contractor of the same and direct that the person engaging in such conduct be immediately removed from the Site. Unless the District's determination that a prohibited form of harassment has occurred is grossly negligent or without reasonable cause, the District shall have no liability for directing the removal of any person determined to have engaged in a prohibited form of harassment nor shall the Contract Price or the Contract Time be adjusted on account thereof. Contractor and the Surety shall defend, indemnify and hold harmless the District and its employees, officers, Board of Trustees, agents, and representatives from any and all claims, liabilities, judgments, awards, actions or causes of actions, including without limitation, attorneys' fees, which arise out of, or pertain in any manner to: (i) the assertion by any person dismissed from performing or providing work at the direction of the District pursuant to this Article 4.5.3.3; or (ii) the assertion by any person that any person directly or indirectly under the employment or direction of the Contractor has engaged in a prohibited form of harassment directed to or affecting such person. The obligations of the Contractor and the Surety under the preceding sentence are in addition to, and not in lieu of, any other obligation of defense, indemnity and hold harmless whether arising under the Contract Documents, at law or otherwise; these obligations survive completion of the Work or the termination of the Contract.

3.6 Taxes

The Contractor shall pay, without adjustment of the Contract Price, all sales, consumer, use and other taxes for the Work or portions thereof provided by the Contractor under the Contract Documents.

3.7 Permits, Fees and Notices; Compliance with Laws

3.7.1 Payment of Permits, Fees

Unless otherwise provided in the Contract Documents, the Contractor shall secure, pay for, and include in the Contract Price the building permits, other permits, governmental fees, licenses and inspections necessary or required for the proper execution and completion of the Work.

3.7.2 Compliance with Laws

The Contractor shall comply with and give notices required by laws, ordinances, rules, regulations and other orders of public authorities bearing on performance of the Work.

3.7.3 Notice of Variation from Laws

If the Contractor knows, or has reason to believe, that any portion of the Contract Documents are at variance with applicable laws, statutes, ordinances, building codes, regulations or rules, the Contractor shall promptly notify the District, in writing, of the same. If the Contractor performs Work knowing, or with reasonable diligence should have known, it to be contrary to laws, statutes, ordinances, building codes, rules or

regulations applicable to the Work without such notice to the District, the Contractor shall assume full responsibility for such Work and shall bear the attributable costs arising or associated therefrom, including without limitation, the removal, replacement or correction of the same.

3.8 Materials and Equipment

3.8.1 Specified Materials, Equipment

Except as otherwise provided, references in the Contract Documents to any specific article, device, equipment, product, material, fixture, patented process, form, method or type of construction, by name, make, trade name, or catalog number, with or without the words "or equal" shall be deemed to establish a minimum standard of quality or performance, and shall not be construed as limiting competition.

3.8.2 Approval of or Equal, Substitutions or Alternatives

The Contractor may propose to furnish alternatives or substitutes for a particular item specified in the Contract Documents, provided that the Contractor provides advance written notice to the District of such proposed or equal, substitution or alternative and certifies to the District that the quality, performance capability, functionality and appearance of the proposed alternative or substitute will meet or exceed the quality, performance capability, functionality, and appearance of the item or process specified, and must demonstrate to the District that the use of the substitution or alternative is appropriate and will not delay completion of the Work or result in an increase to the Contract Price. The Contractor shall submit all data to the District for proper evaluation of the proposed substitution or alternative. The Contractor shall not provide, furnish or install any substitution or alternative without the District's prior approval of the same; any alternative or substitution installed or incorporated into the Work without first obtaining the District's approval of the same shall be subject to removal pursuant to Article 11 hereof. The District's decision shall be final regarding the approval or disapproval of the Contractor's proposed substitutions or alternatives. The District's approval of any Contractor-proposed substitution shall be in accordance with Change Order procedures set forth in Article 8 and as otherwise specified in the Contract Documents.

3.8.3 Placement of Material and Equipment Orders

Contractor shall, after award of the Contract, promptly and timely place all orders for materials and/or equipment necessary for completion of the Work so that delivery of the same shall be made without delay or interruption to the timely completion of the Work.

3.9 Safety

3.9.1 Safety Programs

The Contractor shall be solely responsible for initiating, maintaining and supervising all safety programs required by applicable law, ordinance, regulation or governmental orders in connection with the performance of the Contract, or otherwise required by the type or nature of the Work. The Contractor shall require that its Subcontractors similarly initiate and maintain all appropriate or required safety programs.

3.9.2 Safety Precautions

The Contractor shall be solely responsible for initiating and maintaining reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury or loss to: (i) employees on the Work and other persons who may be affected thereby; (ii) the Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody or control of the Contractor or the Contractor's Subcontractors of any tier; and (iii) other property or items at the site of the Work, or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures and utilities whether or not designated for removal, relocation or replacement in the course of construction. The Contractor shall erect and maintain, as required by existing conditions and conditions resulting from performance of the Contract, reasonable safeguards for safety and protection of property and persons, including, without limitation, posting danger signs and other warnings against hazards, promulgating safety regulations and notifying Districts and users of adjacent sites and utilities. The Contractor shall give or post all notices required by applicable law and comply with applicable laws, ordinances, rules, regulations and lawful orders of public authorities bearing on safety of persons or property or their protection from damage, injury or loss.

3.9.3 Safety Coordinator

The Contractor shall designate a responsible member of the Contractor's organization at the Site whose duty shall be the prevention of accidents and the implementation and maintenance safety precautions and programs. This person shall be the Contractor's superintendent unless otherwise designated by the Contractor in writing to the District.

3.9.4 Emergencies

In an emergency affecting safety of persons or property, the Contractor shall act, to prevent threatened damage, injury or loss.

3.10 Hazardous Materials

3.10.1 Use of Hazardous Materials

In the event that the Contractor, any Subcontractor or anyone employed directly or indirectly by them shall use, at the Site, or incorporate into the Work, any material or substance deemed to be hazardous or toxic under any law, rule, ordinance, regulation or interpretation thereof (collectively "Hazardous Materials"), the Contractor shall comply with all laws, rules, ordinances or regulations applicable thereto and shall exercise all necessary safety precautions relating to the use, storage or disposal thereof. Unless otherwise provided, Contractor shall be solely responsible for the transportation and disposal of any Hazardous Materials on or about the Site.

3.10.2 Prohibition on Use of Asbestos Containing Building Materials ("ACBMs")

Notwithstanding any provision of the Drawings or the Specifications to the contrary, it is the intent of the District that ACBMs not be used or incorporated into any portion of the Work. If any portion of the Work depicted in the Drawings or the Specifications shall require materials or products which the Contractor knows, or should have known with reasonably diligent investigation, to contain ACBMs, Contractor shall promptly notify the District of the same so that an appropriate alternative can be made in a timely manner so as not to delay the progress of the Work. Contractor warrants to the District that there are

no materials or products used or incorporated into the Work which contain ACBMs. Whether before or after completion of the Work, if it is discovered that any product or material forming a part of the Work or incorporated into the Work contains ACBMs, the Contractor shall at its sole cost and expense remove such product or material in accordance with any laws, rules, procedures and regulations applicable to the handling, removal and disposal of ACBMs and to replace such product or material with non-ACBM products or materials and to return the affected portion(s) of the Work to the finish condition depicted in the Drawings and Specifications relating to such portion(s) of the Work. Contractor's obligations under the preceding sentence shall survive the termination of the Contract, the warranty period provided under the Contract Documents, the Contractor's completion of the Work or the District's acceptance of the Work. In the event that the Contractor shall fail or refuse, for any reason, to commence the removal and replacement of any material or product containing ACBMs forming a part of, or incorporated into the Work, within ten (10) days of the date of the District's written notice to the Contractor of the existence of ACBM materials or products in the Work, the District may thereafter proceed to cause the removal and replacement of such materials or products in any manner which the District determines to be reasonably necessary and appropriate; all costs, expenses and fees, incurred by the District in connection with such removal and replacement shall be the responsibility of the Contractor and the Contractor's Performance Bond Surety.

3.10.3 Encountering of Hazardous Materials

If the Contractor encounters Hazardous Materials at the Site which have not been rendered harmless or for which there is no provision in the Contract Documents for their containment, removal, abatement or handling, the Contractor shall immediately stop the Work in the affected area and shall immediately notify the District, in writing, of such condition. The Contractor shall diligently proceed with the Work in all other unaffected areas. The Contractor shall proceed with the Work in the affected area only after the Hazardous Materials have been rendered harmless, contained, removed or abated. Adjustments, if any, to the Contract Time or Price shall be made in accordance with Articles 6 and 8.

3.10.4 Material Safety Data Sheets

Contractor is required to insure that Material Safety Data Sheets (MSDS) for any material requiring a MSDS pursuant to the federal "hazard communication" standard or employee's right-to-know law are available in a readily accessible place on the Work premises. The Contractor is also required to insure (i) the proper labeling of any substance brought onto the Work premises, and (ii) that the persons working with the material, or within the general area of the material, are informed about the hazards of the substance and follow proper handling and protection procedures.

3.10.5 Compliance with Proposition 65

Contractor is required to comply with the provisions of California Health and Safety Code § 25249.5, et seq., which requires the posting and giving of notice to persons who may be exposed to any chemical known to the State of California to cause cancer. The Contractor agrees to familiarize itself with such statutory provisions and to fully comply with the requirements set forth therein.

3.11 Use of Site

The Contractor shall confine operations at the Site to areas permitted by law, ordinances or permits, subject to any restrictions or limitations set forth in the Contract Documents. The Contractor shall not unreasonably encumber the Site or adjoining areas with materials or equipment. The Contractor shall be solely responsible for providing security at the Site with all such costs included in the Contract Price. The District shall at all times have access to the Site.

3.12 Noise and Dust Control

The Contractor shall be responsible for complying with the requirements of the city and county having jurisdiction with regard to noise ordinances governing construction sites and activities. Construction equipment noise is subject to the control of the Environmental Protection Agency's Noise Control Program (Code of Federal Regulations, Title 40, Part 204). The Contractor shall be solely responsible for maintaining all areas of the Work free from all materials and products that by becoming airborne may cause respiratory inconveniences to District students and personnel. Damages and/or any liability derived from the Contractor's failure to comply with these requirements shall be the sole cost of the Contractor, including all penalties incurred for violations of local, state and/or federal regulations.

3.13 Cutting and Patching

The Contractor shall be responsible for cutting, fitting or patching required to complete the Work or to make the component parts thereof fit together properly in accordance with the Contract Documents. Only tradespersons skilled and experienced in cutting and patching shall perform such work. The Contractor shall not damage or endanger any portion of the Work, or the fully or partially completed construction of the District or separate contractors by cutting, patching, excavation or other alteration. The Contractor shall not cut, patch or otherwise alter the construction by the District or separate contractor without the prior written consent of the District or separate contractor thereto, which consent shall not be unreasonably withheld. The Contractor shall not unreasonably withhold consent to the request of the District or separate contractor to cut, patch or otherwise alter the Work.

3.14 Clean-Up

The Contractor shall at all times keep the Site and all adjoining areas free from the accumulation of any waste material, rubbish or excess materials and equipment, placed, caused by performance of the Work. The Contractor shall maintain the Site in a "rake-clean" standard on a daily basis. Prior to completion of the Work, Contractor shall remove from the Site all rubbish, waste and excess material, tools, Construction Equipment, machinery, temporary facilities and barricades, and any other items which are not the property of the District under the Contract Documents. Upon completion of the Work, the Site and all adjoining areas shall be left in a neat and broom clean condition satisfactory to District. The College Director of Facilities is authorized to direct the Contractor's clean-up obligations hereunder. If the Contractor fails to clean up as provided for in the Contract Documents, the District may do so, and all costs incurred in connection therewith shall be charged to the Contractor; the District may deduct such costs from any portion of the Contract Price then or thereafter due the Contractor.

3.15 Access to the Work

The Contractor shall provide the DSA, the District, Labor Compliance Officer and Labor Compliance administrator and consultant(s), with access to the Work, whether in place, preparation and progress and wherever located.

3.16 Patents and Royalties

The Contractor and the Surety shall defend, indemnify and hold harmless the District and its agents, employees and officers from any claim, demand or legal proceeding arising out of or pertaining, in any manner, to any actual or claimed infringement of patent rights in connection with performance of the Work under the Contract Documents.

3.17 Prevailing Wage Rates; Employment of Apprentices and Labor Compliance Program

3.17.1 Determination of Prevailing Wage Rates

Pursuant to Labor Code §§1770 et seq., the District has obtained from the Director of the Department of Industrial Relations determinations of the generally prevailing rates of per diem wages and the prevailing rate for holiday and overtime work in the locality in which the Work is to be performed. Copies of these determinations, entitled "PREVAILING WAGE SCALE", are maintained at the District office identified in the Notice to Contractors Calling For Bids and on the Internet. Holidays shall be as defined in the collective bargaining agreement applicable to each particular craft, classification or type of worker employed under the Contract. Per diem wages include employer payments for health and welfare, pensions, vacation, travel time and subsistence pay, apprenticeship or other training programs authorized by California Labor Code §3093, and similar purposes when the term "per diem wages" is used herein. Holiday and overtime work, when permitted by law, shall be paid for at the rate of at least one and one-half (1½) times the above specified rate of per diem wages, unless otherwise specified. The Contractor shall post, at appropriate and conspicuous locations on the Site, a schedule showing all determined general prevailing wage rates.

3.17.2 Labor Compliance Program

The Project is in part funded by the Kindergarten-University Public Education Facilities Bond Act of 2002 or the Kindergarten-University Public Education Facilities Bond Act of 2004. The District has initiated a Labor Compliance Program ("LCP") pursuant to the provisions of Labor Code §1771.5 and other applicable law. The Contractor and all Subcontractors of any tier shall comply with the LCP initiated and enforced by the District.

3.17.3 Payment of Prevailing Wage Rates

3.17.3.1 Statutory Requirements

The Project is subject to the provisions of Labor Code §§1720 et seq. and the requirements of Title 8 of the California Code of Regulations §§16000 et seq., which govern the payment of prevailing wage rates on public works projects. The Contractor and Subcontractors of any tier shall be governed by and required to comply with these statutes and regulations in connection with the Project. Pursuant to Labor Code §1771, the Contractor and all Subcontractors of any tier shall pay not less than the prevailing wage rates to all workers employed in execution of the Contract. Contractor and

Subcontractors shall comply with applicable statutes and regulations, including but not limited to Labor Code §§ 1771, 1775, 1777.5, 1813 and 1815, and the District's LCP. Copies of these statutes and the District's LCP are contained in the Contract Specifications.

3.17.3.2 Weekly Payments to Employees

Contractor and all Subcontractors of any tier shall pay each worker on the Project, unconditionally and not less often than once each week, the full amounts that are due and payable for the period covered by the particular payday. Thus, an employer must establish a fixed workweek and an established payday. On each payday, each worker must receive all sums due at the end of the preceding workweek and must be provided with an itemized wage statement.

3.17.4 Penalty for Prevailing Wage Rate Underpayment

Pursuant to Labor Code §1775, the Contractor shall, as a penalty, forfeit up to Fifty Dollars (\$50.00) to the District for each calendar day or portion thereof, for each worker paid less than the prevailing wage rates as determined by the Director of the Department of Industrial Relations for such work or craft in which such worker is employed for the Work by the Contractor or by any Subcontractor, of any tier, in connection with the Work. The difference between prevailing wage rates and the amount paid to each worker each calendar day, or portion thereof, for which each worker paid less than the prevailing wage rate, shall be paid to each worker by the Contractor.

3.17.5 Payroll Records

3.17.5.1 Certified Payroll Reports and Basic Payroll Records

The Contractor and Subcontractors of any tier shall maintain Certified Payroll Reports and "Basic Payroll Records", as that term is defined in Appendix A to the District's LCP, during the course of the Work and shall preserve them for a period of three (3) years after completion of the Project for all tradesworkers executing the Work of the Contract. Certified Payroll Reports must be submitted weekly at the time designated in Article 3.17.5.2 or upon request as described in Article 3.17.5.4. Basic Payroll Records may be requested by the District at any time and shall be provided within ten (10) calendar days following the receipt of the request.

3.17.5.2 Weekly Submittal of Certified Payroll Reports

3.17.5.2.1 Pursuant to Labor Code §1776, the Contractor and each Subcontractor of any tier shall maintain an accurate, weekly payroll record showing the employee full name, address, social security number, work classification, amount paid per hour, straight time, overtime and holiday hours worked each day and weekly totals, the actual per diem wages paid to each person employed for the Work, and the gross/net wages paid for this Project/all projects, as well as the Contractor name and address, Project name and location, and dates of payroll. If payments are made to any third party trust, funds or plans for health and welfare, pension or

vacation trusts, those payments must be stated on the payroll report. The basic wage rate paid per hour plus the employer contributions for benefits, including training fund contributions, must at least equal the prevailing wage rate for that classification.

3.17.5.2.2 The Contractor shall maintain and submit its Certified Payroll Reports and those of the Subcontractors of any tier to the District each week, no later than seven (7) calendar days after the payday for the week covered by the payroll reports. If there is no work on a given week or on a given day, the Certified Payroll Report must indicate “no work” for that week or day(s). The Certified Payroll Reports must account for each day of the week including Saturdays, Sundays and holidays. Contractor and Subcontractors of every tier must write “final” on the last submitted payroll report for the Project.

3.17.5.2.3 The Certified Payroll Reports shall be verified by a written declaration made by a person with authority to represent the reporting entity, under penalty of perjury, that the information contained in the payroll record is true and correct and that the reporting entity has complied with the requirements of California Labor Code §§1771, 1811, and 1815 for any Work performed by his, her or its employees on the Project. Copies of the District’s certified payroll form and the required declaration are provided in the Contract Specifications. The Contractor and Subcontractors must use the District-provided forms.

3.17.5.3 Penalty for Delinquent or Inadequate Payroll Records

In the event Contractor submits “Inadequate Payroll Records” or Contractor has “Delinquent Payroll Records”, as those terms are defined in Appendix A to the District’s LCP, the Contractor shall have ten (10) days in which to comply, subsequent to receipt of written notice specifying in what respects the Contractor must comply herewith. Should Contractor fail to strictly comply after such 10-day period, the Contractor shall, as a penalty to the District, forfeit Twenty-Five Dollars (\$25.00) for each calendar day, or portion thereof, for each worker, until strict compliance is effectuated.

3.17.5.4 Making Certified Payroll Reports Available Upon Request

Pursuant to Labor Code §1776, in addition to its obligation to deliver certified payroll records to the District on a weekly basis as set forth above, the Contractor shall also make payroll records available for inspection at all reasonable hours at the principal office of the Contractor on the following basis: (i) a certified copy of an employee's payroll record shall be made available for inspection or furnished to such employee or his/her authorized representative on request; (ii) a certified copy of all payroll

records shall be made available for inspection or furnished upon request to the District, the Division of Labor Standards Enforcement and the Division of Apprenticeship Standards of the Department of Industrial Relations; (iii) a certified copy of payroll records shall be made available upon request to the public for inspection or copies thereof made; provided, however, that a request by the public shall be made through either the District, the Division of Apprenticeship Standards, or the Division of Labor Standards Enforcement. If the requested payroll records have not been previously provided to the District, the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement, the requesting party shall, prior to being provided the records, reimburse the cost of preparation by the Contractor, Subcontractors and the entity through which the request was made; the public shall not be given access to such records at the principal office of the Contractor; (iv) the Contractor shall file a certified copy of the payroll records with the entity that requested such records within ten (10) days after receipt of a written request; (v) any copy of records made available for inspection as copies and furnished upon request to the public or any public agency by the District, the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement shall be marked or obliterated in such a manner as to prevent disclosure of an individual's name, address and social security number. The name and address of the Contractor or any Subcontractor, of any tier, performing a part of the Work shall not be marked or obliterated. The Contractor shall inform the District of the location of payroll records, including the street address, city and county and shall, within five (5) working days, provide a notice of a change or location and address. In the event of noncompliance with the requirements of this subparagraph, the Contractor shall have ten (10) days in which to comply, subsequent to receipt of written notice specifying in what respects the Contractor must comply herewith. Should Contractor fail to strictly comply after such 10-day period, the Contractor shall, as a penalty to the District, forfeit Twenty-Five Dollars (\$25.00) 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, such penalties shall be withheld from any portion of the Contract Price then or thereafter due the Contractor. The responsibility for compliance with the foregoing provisions shall rest upon the Contractor.

3.17.6 Hours of Work

3.17.6.1 Limits on Hours of Work

Pursuant to Labor Code §1810, eight (8) hours of labor shall constitute a legal day's work. Pursuant to Labor Code §1811, the time of service of any worker employed at any time by the Contractor or by a Subcontractor, of any tier, upon the Work or upon any part of the Work, is limited and restricted to eight (8) hours during any one calendar day and forty (40) hours during any one calendar week, except as hereafter provided. Notwithstanding the foregoing provisions, Work performed by employees

of Contractor or any Subcontractor, of any tier, in excess of eight (8) hours per day and forty (40) hours during any one week, shall be permitted upon compensation for all hours worked in excess of eight (8) hours per day at not less than one and one-half (1½) times the basic rate of pay.

3.17.6.2 Penalty for Excess Hours

Pursuant to Labor Code §§1813 and 1815, the Contractor shall pay to the District a penalty of Twenty-five Dollars (\$25.00) for each worker employed in the execution of the Contract by the Contractor or any Subcontractor, of any tier, 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, or as otherwise provided by law, in violation of the provisions of the California Labor Code, unless compensation to the worker so employed by the Contractor is not less than one and one-half (1½) times the basic rate of pay for all hours worked in excess of eight (8) hours per day.

3.17.6.3. Contractor Responsibility For Cost of Excess Hours.

Any Work performed by workers necessary to be performed after regular working hours or on Sundays or other holidays shall be performed without adjustment to the Contract Price or any other additional expense to the District.

3.17.7 Audit/Investigation of Compliance with Prevailing Wage Laws

The District shall conduct audits and investigations of the Contractor's and Subcontractors' Certified Payroll Records in fulfillment of the District's obligation as an authorized LCP to enforce compliance with prevailing wage laws. The District shall conduct audits/investigations on a random and as-needed basis. An audit shall include the comparison of submitted Certified Payroll Records to Basic Payroll Records or documents maintained independent of the Certified Payroll Records, or to records used to gather the information in the Certified Payroll Records. The comparison may also involve other documents which authenticate or corroborate representations made in the Certified Payroll Records. The purpose of any audit or investigation shall be to verify the payment of prevailing wage rates. To ensure that the audit/investigation is fair, the Contractor or Subcontractor shall be provided an opportunity to submit evidence supporting its position. Should the District find that a Contractor or a Subcontractor has violated prevailing wage laws, the District shall refer the matter to the Labor Commissioner for approval of the District recommended forfeiture. The District shall forward its audit/investigation report to the affected Contractor or Subcontractor concurrently with the District's submission of the report to the Labor Commissioner, excepting documents which the District originally received from the Contractor or Subcontractor and which are also expressly referenced in the report. The District recommended forfeiture amount shall be in conformity with the provisions of Labor Code §§1720 et seq. Depending on the ruling of the Labor Commissioner, the audit/investigation may result in a withholding from the Contractor's Contract Payments.

3.17.8 Responsibility for Subcontractors' Payment of Prevailing Wages

Pursuant to Labor Code §1775, the Contractor is responsible for ensuring that all Subcontractors of any tier comply with requirements for payment of prevailing wages. Contractor is responsible for Labor Code violations by Subcontractors of any tier. The agreement executed between the Contractor and each Subcontractor must contain a copy of the provisions of Labor Code §§ 1771, 1775, 1777.5, 1813 and 1815, at a minimum. Contractor shall monitor each Subcontractors' payment of prevailing wage rates. Upon becoming aware of the failure of any Subcontractor of any tier to pay its workers the specified prevailing wage, the Contractor shall diligently take action to halt and rectify the failure, including, without limitation, retaining sufficient funds due to the Subcontractor to cover the underpayment. Before making final payment to any Subcontractor, the Contractor must obtain an affidavit from the Subcontractor, signed under penalty of perjury, which states that the Subcontractor has paid the specified, determined prevailing wage rate to its employees for the Project, as well as any amounts due pursuant to Labor Code §1813. Contractor shall provide copies of such affidavits to the District and provide Contractor's affidavit that it has paid the specified, determined prevailing wage rate to its employees for the Project, as well as any amounts due under Labor Code §1813.

3.17.9 Statement of Employer Payments

Within five (5) calendar days of signing the Contract or Subcontract, as applicable, the Statement of Employer Payments (DSLE Form PW 26 included in the Specifications) must be completed and submitted to the District by each Contractor and Subcontractor who pays benefits to a third party trust, plan or fund for health and welfare benefits, vacation funds or makes pension contributions. The form must contain, for each worker classification, the fund or trust name, address, administrator, and amount per hour contributed and frequency of contributions. Training fund contributions must also be reported on this form. In February and August of each year during the Project, the Contractor and Subcontractors of any tier must verify changes in wage rates for any trade classifications used on the Project. Thereafter, Contractor and its Subcontractors must submit a new Statement of Employer Payments to the District which reflects any changes in wages and benefits.

3.17.10 Apprentices

3.17.10.1 Apprenticeship Committee Contract Award Information

Pursuant to Labor Code §1777.5 and Title 8 California Code of Regulations §230, Contractor and Subcontractors of any tier who are not already approved to train by an apprenticeship program sponsor shall, within ten (10) calendar days of signing the Contract or Subcontract, as applicable, but in any event prior to the first day in which the Contractor or Subcontractor has workers employed on the Project, submit the Public Works Contract Award Information form (DAS form 140 included in the Contract Specifications) to the appropriate local apprenticeship committees whose geographic area of operation include the area of the Project and can supply apprentices to the Project. Contractor and Subcontractors must also submit a copy of the form to the District which shall include, in addition to other information, an estimate of journeymen

hours to be performed under the Contract or Subcontract, the number of apprentices to be employed, and the approximate dates the apprentices will be employed.

3.17.10.2 Employment of Apprentices

3.17.10.2.1 Labor Code §1777.5 and Title 8 California Code of Regulations §§2000 et seq. provide detailed requirements for employing apprentices on public works. The responsibility of complying with Section 1777.5 and the regulations lies exclusively with the Contractor.

3.17.10.2.2 Any apprentices employed to perform any of the Work shall be paid the standard wage paid to apprentices under the regulations of the craft or trade for which such apprentice is employed, and such individual shall be employed only for the work of the craft or trade to which such individual is registered.

3.17.10.2.3 Only apprentices, as defined in California Labor Code §3077, who are in training under apprenticeship standards and written apprenticeship agreements under California Labor Code §§3070 et seq. are eligible to be employed for the Work. The employment and training of each apprentice shall be in accordance with the provisions of the apprenticeship standards and apprentice agreements under which such apprentice is training.

3.17.10.3 Apprenticeship Certificate and Dispatch of Apprentices

When the Contractor or any Subcontractor of any tier in performing any of the Work employs workers in any Apprenticeable Craft or Trade, the Contractor and such Subcontractor shall apply to the Joint Apprenticeship Committee administering the apprenticeship standards of the craft or trade in the area of the site of the Work for a certificate approving the Contractor or such Subcontractor under the apprenticeship standards for the employment and training of apprentices in the area or industry affected, provided, however, that the approval as established by the Joint Apprenticeship Committee or Committees shall be subject to the approval of the Administrator of Apprenticeship. The Joint Apprenticeship Committee or Committees, subsequent to approving the Contractor or Subcontractor, shall arrange for the dispatch of apprentices to the Contractor or such Subcontractor in order to comply with California Labor Code §1777.5. There shall be an affirmative duty upon the Joint Apprenticeship Committee or Committees, administering the apprenticeship standards of the crafts or trades in the area of the site of the Work, to ensure equal employment and affirmative action and apprenticeship for women and minorities. Contractors or Subcontractors shall not be required to submit individual applications for approval to local Joint Apprenticeship Committees provided they are already covered by the local apprenticeship standards. Contractors who are not already approved

to train apprentices must request dispatch of required apprentices from one of the applicable Apprentices Committees by giving the program actual notice of at least 48 hours (excluding Saturdays, Sundays and holidays) before the date on which apprentices are required. Contractors who do not receive a sufficient number of apprentices from their initial request must request dispatch of apprentices from at least one other apprenticeship committee if more than one exists in the area of the Project.

3.17.10.4 Ratio of Apprentices to Journeymen

The ratio of Work performed by apprentices to journeymen, who shall be employed in the Work, may be the ratio stipulated in the apprenticeship standards under which the Joint Apprenticeship Committee operates, but in no case shall the ratio be less than one hour of apprentice work for each five hours of labor performed by a journeyman, except as otherwise provided in California Labor Code §1777.5. The minimum ratio for the land surveyor classification shall not be less than one apprentice for each five journeymen. Any ratio shall apply during any day or portion of a day when any journeyman, or the higher standard stipulated by the Joint Apprenticeship Committee, is employed at the site of the Work and shall be computed on the basis of the hours worked during the day by journeymen so employed, except for the land surveyor classification. The Contractor shall employ apprentices for the number of hours computed as above before the completion of the Work. The Contractor shall, however, endeavor, to the greatest extent possible, to employ apprentices during the same time period that the journeymen in the same craft or trade are employed at the site of the Work. Where an hourly apprenticeship ratio is not feasible for a particular craft or trade, the Division of Apprenticeship Standards, upon application of a Joint Apprenticeship Committee, may order a minimum ratio of not less than one apprentice for each five journeymen in a craft or trade classification. The Contractor or any Subcontractor covered by this Article and California Labor Code §1777.5, upon the issuance of the approval certificate, or if it has been previously approved in such craft or trade, shall employ the number of apprentices or the ratio of apprentices to journeymen stipulated in the apprenticeship standards. Upon proper showing by the Contractor that it employs apprentices in such craft or trade in the State of California on all of its contracts on an annual average of not less than one apprentice to each five journeymen, the Division of Apprenticeship Standards may grant a certificate exempting the Contractor from the 1-to-5 ratio as set forth in this Article and California Labor Code §1777.5. This Article shall not apply to contracts of general contractors, or to contracts of specialty contractors not bidding for work through a general or prime contractor, involving less than Thirty Thousand Dollars (\$30,000.00) or twenty (20) working days. The term "Apprenticeable Craft or Trade," as used herein shall mean a craft or trade determined as an Apprenticeable occupation in accordance with rules and regulations prescribed by the Apprenticeship Council.

3.17.10.5 Exemption from Ratios

The Joint Apprenticeship Committee shall have the discretion to grant a certificate, which shall be subject to the approval of the Administrator of Apprenticeship, exempting the Contractor from the 1-to-5 ratio set forth in this Article when it finds that any one of the following conditions are met: (i) unemployment for the previous three-month period in such area exceeds an average of fifteen percent (15%) or; (ii) the number of apprentices in training in such area exceeds a ratio of 1-to-5 in relation to journeymen, or; (iii) the Apprenticeable Craft or Trade is replacing at least one-thirtieth (1/30) of its journeymen annually through apprenticeship training, either on a statewide basis or on a local basis, or; (iv) if assignment of an apprentice to any Work performed under the Contract Documents would create a condition which would jeopardize such apprentice's life or the life, safety or property of fellow employees or the public at large, or if the specific task to which the apprentice is to be assigned is of such a nature that training cannot be provided by a journeyman. When such exemptions from the 1-to-5 ratio between apprentices and journeymen are granted to an organization which represents contractors in a specific trade on a local or statewide basis, the member contractors will not be required to submit individual applications for approval to local Joint Apprenticeship Committees, provided they are already covered by the local apprenticeship standards.

3.17.10.6 Contributions to Trust Funds

The Contractor or any Subcontractor of any tier who performs any of the Work by employment of journeymen or apprentices in any apprenticeable craft or trade shall contribute to the California Apprenticeship Council in the same amount that the Director determines is the prevailing amount of apprenticeship training contributions in the area of the Project. Contractor or any Subcontractor, of any tier, may take as a credit for payments to the Council any amounts paid by the Contractor or Subcontractor to an approved apprenticeship program that can supply apprentices to the Project. Contractors who do not contribute to an apprenticeship program must submit their contributions to the California Apprenticeship Council. Training Fund contributions are due and payable on the 15th day of the month for work performed during the preceding month. Training contributions to the California Apprenticeship Council shall be paid by check and shall be accompanied by a Completed Training Fund Contribution form (CAC-2), a copy of which is included in Section 00900 of the Contract Specifications. Contractors who contribute to an apprenticeship program are entitled to a full credit in the amount of those contributions. The Division of Labor Standards Enforcement is authorized to enforce the payment of such contributions to such fund(s) as set forth in California Labor Code §227. Such contributions shall not result in an increase in the Contract Price.

3.17.10.7 Contractor's Compliance

The responsibility of compliance with this Article for all Apprenticeable Trades or Crafts is solely and exclusively that of the Contractor. All decisions of the Joint Apprenticeship Committee(s) under this Article are subject to the provisions of California Labor Code §3081. In the event the Contractor willfully fails to comply with the provisions of this Article and California Labor Code §1777.5, pursuant to California Labor Code §1777.7, the Contractor shall: (i) be denied the right to bid on any public works contract for a period of one (1) year from the date the determination of non-compliance is made by the Administrator of Apprenticeship; and (ii) forfeit, as a civil penalty, Fifty Dollars (\$50.00) for each calendar day of noncompliance. Notwithstanding the provisions of California Labor Code §1727, upon receipt of such determination, the District shall withhold such amount from the Contract Price then due or to become due. Any such determination shall be issued after a full investigation, a fair and impartial hearing, and reasonable notice thereof in accordance with reasonable rules and procedures prescribed by the California Apprenticeship Council. Any funds withheld by the District pursuant to this Article shall be deposited in the General Fund or other similar fund of the District. The interpretation and enforcement of California Labor Code §§1777.5 and 1777.7 shall be in accordance with the rules and procedures of the California Apprenticeship Council.

3.17.11 Employment of Independent Contractors

Pursuant to California Labor Code §1021.5, Contractor shall not willingly and knowingly enter into any agreement with any person, as an independent contractor, to provide any services in connection with the Work where the services provided or to be provided requires that such person hold a valid contractor's license issued pursuant to California Business and Professions Code §§7000 et seq. and such person does not meet the burden of proof of his/her independent contractor status pursuant to California Labor Code §2750.5. In the event that the Contractor shall employ any person in violation of the foregoing, Contractor shall be subject to the civil penalties under California Labor Code §1021.5 and any other penalty provided by law. In addition to the penalties provided under California Labor Code §1021.5, Contractor's violation of the provisions of California Labor Code §1021.5 shall be deemed an event of Contractor's default under these General Conditions. The Contractor shall require any Subcontractor of any tier performing or providing any portion of the Work to adhere to and comply with the foregoing provisions.

3.17.12 District's Enforcement of Violations

The District shall withhold Contract payments when: 1) Contractor submits Inadequate Payroll Records or Contractor has Delinquent Payroll Records; 2) after an investigation, it is established Prevailing Wages have not been paid to all workers on the Project; or 3) Contractor's or Subcontractors' failure to comply with Labor Code requirements concerning employment of apprentices. As set forth in the District's LCP, the District will first obtain approval from the Labor Commissioner of the amounts of forfeitures for violations of Labor Code

requirements.

3.18 Assignment of Antitrust Claims

Pursuant to California Public Contract Code §7103.5, the Contractor and its Subcontractor(s), of any tier, hereby offers and agrees to assign to the District all rights, title and interest in and to all causes of action they may have under Section 4 of the Clayton Act, (15 U.S.C. §15) or under the Cartwright Act (California Business and Professions Code §§16700 et seq.), arising from purchases of goods, services or materials hereunder or any Subcontract. This assignment shall be made and become effective at the time the District tenders Final Payment to the Contractor, without further acknowledgment by the parties. If the District receives, either through judgment or settlement, a monetary recovery in connection with a cause of action assigned under California Public Contract Code §7103.5, the assignor thereof shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the District any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the District as part of the Contract Price, less the expenses incurred by the District in obtaining that portion of the recovery. Upon demand in writing by the assignor, the District shall, within one year from such demand, reassign the cause of action assigned pursuant to this Article if the assignor has been or may have been injured by the violation of law for which the cause of action arose: and (i) the District has not been injured thereby; or (ii) the District declines to file a court action for the cause of action.

ARTICLE 4: SUBCONTRACTORS

4.1 Subcontracts

Any Work performed for the Contractor by a Subcontractor shall be pursuant to a written agreement between the Contractor and such Subcontractor which specifically incorporates by reference the Contract Documents and which specifically binds the Subcontractor to the applicable terms and conditions of the Contract Documents. The foregoing notwithstanding, no contractual relationship shall exist, or be deemed to exist, between any Subcontractor and the District, unless the Contract is terminated and District, in writing, elects to assume the Subcontract. Each Subcontract for a portion of the Work shall provide that such Subcontract may be assigned to the District if the Contract is terminated by the District pursuant to Article 14.1 hereof, subject to the prior rights of the Surety obligated under a bond relating to the Contract. Upon request, the Contractor shall provide to the District copies of executed Subcontracts and Purchase Orders, including amendment thereto, to which Contractor is a party within seven (7) days of District's request for same. The Contractor's failure or refusal, for any reason, to provide copies of such Subcontracts or Purchase Orders shall be deemed the Contractor's default of a material term of the Contract Documents.

4.2 Substitution of Listed Subcontractor

4.2.1 Substitution Process

Any request of the Contractor to substitute a listed Subcontractor will be considered only if such request is in strict conformity with this Article 4.2 and California Public Contract Code §4107. All costs and fees incurred by the District in the review and evaluation of a request to substitute a listed Subcontractor shall be borne by the Contractor; such costs and fees may be deducted by the District from the Contract Price then or thereafter due the Contractor.

4.2.2 Responsibilities of Contractor Upon Substitution of Subcontractor

Neither the substitution nor the District's consent to Contractor's substitution of a listed Subcontractor shall relieve Contractor from its obligation to complete the Work within the Contract Time and for the Contract Price. In the event that the District determines that revised or additional Submittals are required of the newly substituted Subcontractor, the District shall promptly notify the Contractor, in writing, of such requirement and the time for submittal. In the event that the revised or additional Submittals are not submitted by Contractor within the time specified, Contractor shall be subject to the per diem assessments for late Submittals as set forth in these General Conditions. Any revised or additional Submittals required shall conform with the requirements of these General Conditions. Contractor shall reimburse the District for all fees and costs incurred or associated with the processing, review and evaluation of any revised or additional Submittals required pursuant to this Article 4.2.2; the District may deduct such fees and costs from any portion of the Contract Price then or thereafter due the Contractor. In the event that additional or revised Submittals are required pursuant to this Article 4.2.2, such requirement shall not result in an increase to the Contract Time or the Contract Price.

ARTICLE 5: INSURANCE; INDEMNITY; BONDS

5.1 Workers' Compensation Insurance; Employer's Liability Insurance

The Contractor shall purchase and maintain Workers' Compensation Insurance as will protect the Contractor from claims under workers' or workmen's compensation, disability benefit and other similar employee benefit acts which are applicable to the Work to be performed, whether such operations be by the Contractor or by a Subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable. Contractor shall purchase and maintain Employer's Liability Insurance covering bodily injury (including death) by accident or disease to any employee which arises out of the employee's employment by Contractor. The Employer's Liability Insurance required of Contractor hereunder may be obtained by Contractor as a separate policy of insurance or as an additional coverage under the Workers' Compensation Insurance required to be obtained and maintained by Contractor hereunder. The limits of liability for the Employer's Liability Insurance required hereunder shall be as set forth in the Special Conditions.

5.2 Commercial General Liability and Property Insurance

The Contractor shall purchase and maintain Commercial General Liability and Property Insurance covering the types of claims set forth below which may arise out of or result from Contractor's operations under the Contract Documents and for which the Contractor may be legally responsible: (i) claims for damages because of bodily injury, occupational sickness or disease or death of the Contractor's employees; (ii) claims for damages because of bodily injury, sickness or disease or death of any person other than the Contractor's employees; (iii) claims for damages insured by usual personal injury liability coverage which are sustained (a) by a person as a result of an offense directly or indirectly related to employment of such person by the Contractor, or (b) by another person; (iv) claims for damages, other than to the Work itself, because of injury to or destruction of tangible property, including loss of use resulting therefrom; (v) claims for damages because of bodily injury, death of a person or property damages arising out of ownership, maintenance or use of a motor vehicle; and (vi) contractual liability insurance applicable to the Contractor's obligations under the Contract Documents. Contractor shall also provide excess or umbrella liability limits for Products and Completed Operations Aggregate for this Project as a

Designated Project as set forth in the Special Conditions.

5.3 Builder's Risk "All-Risk" Insurance

The Contractor, during the progress of the Work and until Final Acceptance of the Work by the District upon completion of the entire Contract, shall maintain Builder's Risk "All-Risk" Completed Value Insurance Coverage on all insurable Work included under the Contract Documents which coverage is to provide extended coverage and insurance against vandalism and malicious mischief, perils of fire, sprinkler leakage, civil authority, sonic boom, collapse and flood upon the entire Work which is the subject of the Contract Documents, and including completed Work and Work in progress to the full insurable value thereof. Contractor's Builders Risk Insurance shall include coverage and insurance against the perils of earthquake if so indicated in the Special Conditions. Such insurance shall include the District as an additional named insured, and any other person with an insurable interest designated by the District as an additional named insured. The risk of damage to the Work due to the perils covered by the Builder's Risk "All Risk" Insurance, as well as any other hazard which might result in damage to the Work, is that of the Contractor and the Surety, and no claims for such loss or damage shall be recognized by the District, nor will such loss or damage excuse the complete and satisfactory performance of the Contract by the Contractor.

5.4 Coverage Amounts

The insurance required of the Contractor hereunder shall be written for not less than any limits of liability specified in the Contract Documents, or required by law, whichever is greater. In the event of any loss or damage covered by a policy of insurance required to be obtained and maintained by the Contractor hereunder, the Contractor shall be solely and exclusively responsible for the payment of the deductible, if any, under such policy of insurance, without adjustment to the Contract Price on account thereof.

5.5 Evidence of Insurance; Subcontractor's Insurance

5.5.1 Certificates of Insurance

With the execution of the Contract, Contractor shall deliver to the District Certificates of Insurance evidencing the insurance coverages required by the Contract Documents. Failure or refusal of the Contractor to so deliver Certificates of Insurance may be deemed by the District to be a default of a material obligation of the Contractor under the Contract Documents. The Certificates of Insurance and the insurance policies required by the Contract Documents shall contain a provision that coverages afforded under such policies will not be canceled or allowed to expire until at least thirty (30) days prior written notice has been given to the District. The insurance policies required of Contractor hereunder shall also name the District as an additional insured as its interests may appear. Should any policy of insurance be canceled before Final Acceptance of the Work by the District and the Contractor fails to immediately procure replacement insurance as required, the District reserves the right to procure such insurance and to deduct the premium cost thereof and other costs incurred by the District in connection therewith from any sum then or thereafter due the Contractor under the Contract Documents. The Contractor shall, from time to time, furnish the District, when requested, with satisfactory proof of coverage of each type of insurance required by the Contract Documents; failure of the Contractor to comply with the District's request may be deemed by the District to be a default of a material obligation of the Contractor under the Contract Documents.

5.5.2 Subcontractors' Insurance

Contractor shall require that every Subcontractor, of any tier, performing or providing any portion of the Work obtain and maintain the policies of insurance set forth in Articles 5.1 and 5.2 of these General Conditions; the coverages and limits of liability of such policies of insurance to be obtained and maintained by Subcontractors shall be as set forth in the Special Conditions. The policies of insurance to be obtained and maintained by Subcontractors hereunder are in addition to, and not in lieu of, Contractor obtaining and maintaining such policies of insurance. Each of the policies of insurance obtained and maintained by a Subcontractor hereunder shall conform with the requirements of this Article 5. Upon request of the District, Contractor shall promptly deliver to the District Certificates of Insurance evidencing that the Subcontractors have obtained and maintained policies of insurance in conformity with the requirements of this Article 5. Failure or refusal of the Contractor to provide the District with Subcontractors' Certificates of Insurance evidencing the insurance coverages required hereunder is a material default of Contractor hereunder.

5.6 Maintenance of Insurance

Any insurance bearing on the adequacy of performance of Work shall be maintained after the District's Final Acceptance of all of the Work for the full one year correction of Work period and any longer specific guarantee or warranty periods set forth in the Contract Documents. Should such insurance be canceled before the end of any such periods and the Contractor fails to immediately procure replacement insurance as specified, the District reserves the right to procure such insurance and to charge the cost thereof to the Contractor. Nothing contained in these insurance requirements is to be construed as limiting the extent of the Contractor's responsibility for payment of damages resulting from its operations or performance of the Work under the Contract Documents, including without limitation the Contractor's obligation to pay Liquidated Damages. In no instance will the District's exercise of its option to occupy and use completed portions of the Work relieve the Contractor of its obligation to maintain insurance required under this Article until the date of Final Acceptance of the Work by the District, or such time thereafter as required by the Contract Documents. The insurer providing any insurance coverage required hereunder shall be to the reasonable satisfaction of the District.

5.7 Contractor's Insurance Primary

All insurance and the coverages thereunder required to be obtained and maintained by Contractor hereunder, if overlapping with any policy of insurance maintained by the District, shall be deemed to be primary and non-contributing with any policy maintained by the District and any policy or coverage thereunder maintained by District shall be deemed excess insurance. To the extent that the District maintains a policy of insurance covering property damage arising out of the perils of fire or other casualty covered by the Contractor's Builder's Risk Insurance or the Commercial General Liability Insurance of the Contractor or any Subcontractor, the District, Contractor and all Subcontractors waive rights of subrogation against the others. The costs for obtaining and maintaining the insurance coverages required herein shall be included in the Contract Price. The District shall be endorsed on all policies provided by Contractor, as appropriate, as additional insureds as respects liability arising out of Contractor's or Subcontractors' performance of the terms and conditions of these Contract Documents.

5.8 Indemnity

Unless arising solely out of the active negligence, gross negligence or willful misconduct of the District, the Contractor shall indemnify, defend and hold harmless: (i) the District and its Board of Trustees, officers, employees, agents and representatives from and against any and all damages, losses, claims, demands or liabilities whether for damages, losses or other relief, including, without limitation attorneys fees and costs which arise, in whole or in part, from the Work, the Contract Documents or the acts, omissions or other conduct of the Contractor or any Subcontractor or any person or entity engaged by them for the Work. The Contractor's obligations under the foregoing include without limitation: (i) injuries to or death of persons; (ii) damage to property; or (iii) theft or loss of property; and (iv) other losses, liabilities, damages or costs resulting from, in whole or part, any acts, omissions or other conduct of Contractor, any of Contractor's Subcontractors, of any tier, or any other person or entity employed directly or indirectly by Contractor in connection with the Work and their respective agents, officers or employees. If any action or proceeding, whether judicial, administrative, arbitration or otherwise, shall be commenced on account of any claim, demand or liability subject to Contractor's obligations hereunder, and such action or proceeding names the District as a party thereto, the Contractor shall, at its sole cost and expense, defend the District in such action or proceeding with counsel reasonably satisfactory to District. In the event that there shall be any judgment, award, ruling, settlement, or other relief arising out of any such action or proceeding to which the District is bound by, Contractor shall pay, satisfy or otherwise discharge any such judgment, award, ruling, settlement or relief; Contractor shall indemnify and hold harmless the District from any and all liability or responsibility arising out of any such judgment, award, ruling, settlement or relief. The Contractor's obligations hereunder are binding upon Contractor's Performance Bond Surety and these obligations shall survive notwithstanding Contractor's completion of the Work or the termination of the Contract.

5.9 Payment Bond; Performance Bond

Prior to commencement of the Work, the Contractor shall furnish a Performance Bond as security for Contractor's faithful performance of the Contract and a Labor and Material Payment Bond as security for payment of persons or entities performing work, labor or furnishing materials in connection with Contractor's performance of the Work under the Contract Documents. The amounts of the Performance Bond and the Payment Bond required hereunder shall be one hundred percent (100%) of the Contract Price. Said Labor and Material Payment Bond and Performance Bond shall be in the form and content set forth in the Contract Documents. The failure or refusal of the Contractor to furnish either the Performance Bond or the Labor and Material Payment Bond in strict conformity with this Article 5.9 may be deemed by the District as a default by the Contractor of a material obligation hereunder. Upon request of the Contractor, the District may consider and accept, but is not obligated to do so, multiple sureties on such bonds. The Surety on any bond required under the Contract Documents shall be an Admitted Surety Insurer as that term is defined in California Code of Civil Procedure §995.120.

ARTICLE 6: CONTRACT TIME

6.1 Substantial Completion of the Work Within Contract Time

Unless otherwise expressly provided in the Contract Documents, the Contract Time is the period of time, including authorized adjustments thereto, allotted in the Contract Documents for achieving Substantial Completion of the Work. The Work shall commence on the Start Date listed on the Notice to Proceed issued by the District, which shall not be postponed by the failure

to act of the Contractor or of persons or entities for whom the Contractor is responsible. The date of Substantial Completion is the date certified by the District as such in accordance with the Contract Documents. The Contract Time is as indicated in the Special Conditions.

6.2 Progress and Completion of the Work

6.2.1 Time of Essence

Time limits stated in the Contract Documents are of the essence. By executing the Agreement, the Contractor confirms that the Contract Time is a reasonable period for performing and achieving Substantial Completion of the Work. The Contractor shall employ and supply a sufficient force of workers, material and equipment, and prosecute the Work with diligence so as to maintain progress, to prevent Work stoppage and to achieve Substantial Completion of the Work within the Contract Time.

6.2.2 Substantial Completion

Substantial Completion is that stage in the progress of the Work when the Work is complete in accordance with the Contract Documents, including but not limited to start-up and testing, so the District can occupy or use the Work for its intended purpose. Substantial Completion shall be determined by College Director of Facilities upon request by the Contractor in accordance with the Contract Documents. The good faith and reasonable determination of Substantial Completion by the College Director of Facilities shall be controlling and final.

6.2.3 Correction or Completion of the Work After Substantial Completion

Upon achieving Substantial Completion of the Work, the College Director of Facilities and the Contractor shall jointly inspect the Work and prepare a comprehensive list of items of the Work (punch list) to be corrected or completed by the Contractor. The exclusion of, or failure to include, any item on such list shall not alter or limit the obligation of the Contractor to complete or correct any portion of the Work in accordance with the Contract Documents. In the event that the Contractor shall fail or refuse, for any reason, to complete all punch list items within the Contract Time, Contractor shall be subject to assessment of Liquidated Damages in accordance with Article 6.3 hereof. If the Contractor fails or refuses to complete all items of the Work within the Contract Time, the District may, in its sole and exclusive discretion and without further notice to Contractor, elect to cause the completion of such items of the Work, provided, however, that such election by the District is in addition to, and not in lieu of, any other right or remedy of the District under the Contract Documents or at law. If the District elects to complete items of the Work, Contractor shall be responsible for all costs incurred by the District in connection therewith and the District may deduct such costs from the Contract Price then or thereafter due the Contractor; if these costs exceed the remaining Contract Price due to the Contractor, the Contractor and the Performance Bond Surety are liable to District for any such excess costs.

6.2.4 Final Completion

Final Completion is that stage of the Work when all Work has been completed in accordance with the Contract Documents, including without limitation, the performance of all punch list items noted upon Substantial Completion, and the Contract has been

otherwise fully performed by the Contractor. Final Completion shall be determined by the District upon request of the Contractor. The good faith and reasonable determination of Final Completion by the District shall be controlling and final.

6.2.5 Contractor Responsibility for Multiple Inspections

In the event the Contractor shall request determination of Substantial or Final Completion and it is determined by the District that the Work does not then justify certification of Substantial or Final Completion, as applicable, and re-inspection is required at a subsequent time to make such determination, the Contractor shall be responsible for all costs of such re-inspection. The District may deduct such costs from the Contract Price then due or thereafter due to the Contractor.

6.2.6 Final Acceptance

Final Acceptance of the Work shall occur upon approval of the Work by the District's Board of Trustees. Such approval shall be submitted for adoption at the next regularly scheduled meeting of the District's Board of Trustees after the determination of Final Completion. The commencement of any warranty or guarantee period under the Contract Documents shall be deemed to be the date upon the District's Board of Trustees approves of the Final Acceptance of the Work.

6.3 Adjustment of Contract Time

If Substantial Completion or completion of an Interim Milestone is delayed, adjustment, if any, to the Contract Time on account of such delay shall be in accordance with this Article 6.3.

6.3.1 Excusable Delays

If Substantial Completion of the Work or completion of an Interim Milestone is delayed by Excusable Delays, the Contract Time shall be subject to adjustment for such reasonable period of time as determined by the District. Excusable Delays shall not result in any increase in the Contract Price. Excusable Delays refer to unforeseeable and unavoidable casualties or other unforeseen causes beyond the control, and without fault or neglect, of the Contractor, any Subcontractor, Material Supplier or other person directly or indirectly engaged by the Contractor in performance of any portion of the Work. Excusable Delays include unanticipated and unavoidable labor disputes, unusual and unanticipated delays in transportation of equipment, materials or Construction Equipment reasonably necessary for completion and proper execution of the Work, and unanticipated unusually severe weather conditions. Neither the financial resources of the Contractor or any person or entity directly or indirectly engaged by the Contractor in performance of any portion of the Work shall be deemed conditions beyond the control of the Contractor. If an event of Excusable Delay occurs, the Contract Time shall be subject to adjustment hereunder only if the Contractor establishes: (i) full compliance with all applicable provisions of the Contract Documents relative to the method, manner and time for Contractor's notice and request for adjustment of the Contract Time; (ii) that the event(s) forming the basis for Contractor's request to adjust the Contract Time are outside the reasonable control and without any fault or neglect of the Contractor or any person or entity directly or indirectly engaged by Contractor in performance of any portion of the Work; and (iii) that the event(s) forming the basis for Contractor's request to adjust the Contract Time directly and adversely impacted the progress of the Work as indicated in the Approved Construction Schedule or the most recent updated Approved Construction Schedule

relative to the date(s) of the claimed event(s) of Excusable Delay. The foregoing provisions notwithstanding, if the Special Conditions set forth a number of “Rain Days” to be anticipated during performance of the Work, the Contract Time shall not be adjusted for rain related unusually severe weather conditions until and unless the actual number of Rain Days during performance of the Work shall exceed those noted in the Special Conditions and such additional Rain Days shall have directly and adversely impacted the progress of the Work as depicted in the Approved Construction Schedule or the most recent updated Approved Construction Schedule relative to the date(s) of such additional Rain Days.

6.3.2 Compensable Delays

If Substantial Completion of the Work or completion of an Interim Milestone is delayed and such delay is caused by the acts or omissions of the District, a separate contractor employed by the District (collectively “Compensable Delays”), upon Contractor’s request and notice, in strict conformity with Articles 6 and 8 of these General Conditions, the Contract Time will be adjusted by Change Order for such reasonable period of time as determined by the District. In accordance with California Public Contract Code § 7102, if the Contractor’s progress is delayed by any of the events described in the preceding sentence, Contractor shall not be precluded from the recovery of damages directly and proximately resulting therefrom, provided that the District is liable for the delay, the delay is unreasonable under the circumstances involved and the delay was not within the reasonable contemplation of the District and the Contractor at the time of execution of the Agreement. In such event, Contractor’s damages, if any, shall be limited to direct, actual and unavoidable additional costs of labor, materials or Construction Equipment directly resulting from such delay, and shall exclude indirect or other consequential damages. Except as expressly provided for herein, Contractor shall not have any other claim, demand or right to adjustment of the Contract Price arising out of delay, interruption, hindrance or disruption to the progress of the Work. Adjustments to the Contract Price and the Contract Time, if any, on account of Changes to the Work or Suspension of the Work shall be governed by the applicable provisions of the Contract Documents, including without limitation, Articles 9 and 14 of these General Conditions.

6.3.3 Unexcusable Delays

Unexcusable Delays refer to any delay to the progress of the Work caused by events or factors other than those specifically identified in Articles 6.3.1 and 6.3.2 above. Neither the Contract Price nor the Contract Time shall be adjusted on account of Unexcusable Delays.

6.3.4 Adjustment of Contract Time

6.3.4.1 Procedure for Adjustment of Contract Time

The Contract Time shall be subject to adjustment only in strict conformity with applicable provisions of the Contract Documents. Failure of Contractor to request adjustment(s) of the Contract Time in strict conformity with applicable provisions of the Contract Documents shall be deemed Contractor’s waiver of the same.

6.3.4.2 Limitations Upon Adjustment of Contract Time on Account of Delays

Any adjustment of the Contract Time on account of an Excusable Delay or a Compensable Delay shall be limited as set forth herein. If an Excusable Delay and a Compensable Delay occur concurrently, the maximum extension of the Contract Time shall be the number of days from the commencement of the first delay to the cessation of the delay which ends last. If an Unexcusable Delay occurs concurrently with either an Excusable Delay or a Compensable Delay, the maximum extension of the Contract Time shall be the number of days, if any, which the Excusable Delay or the Compensable Delay exceeds the period of time of the Unexcusable Delay. No adjustment of the Contract Time shall be made on account of any Excusable Delays or Compensable Delays unless such delay(s) actually and directly impact Work or Work activities on the critical path of the then current and updated Approved Construction Schedule as of the date on which such delay first occurs. The District shall not be deemed in breach of, or otherwise in default of any obligation hereunder, if the District shall deny any request by the Contractor for an adjustment of the Contract Time for any delay which does not actually and directly impact Work on the then current and updated Approved Construction Schedule.

6.4 Liquidated Damages

6.4.1 Contractor Delays

Should the Contractor neglect, fail or refuse to achieve Substantial Completion of the Work within the Contract Time, as adjusted, or to complete an Interim Milestone or Final Completion in accordance with the times specified or provided for in the Contract Documents, the Contractor agrees to pay to the District the amount of per diem Liquidated Damages set forth in the Special Conditions, not as a penalty but as Liquidated Damages, for every day beyond the Contract Time, as adjusted, Interim Milestone or Final Completion, the Work is achieved. The Liquidated Damages amounts set forth in the Special Conditions are agreed upon by and between the Contractor and the District because of the difficulty of fixing the District's actual damages in the event of delayed completion of the Work. The Contractor and the District specifically agree that said amounts are reasonable estimates of the District's damages in such event, and that such amounts do not constitute a penalty. Liquidated Damages may be deducted from the Contract Price then or thereafter due the Contractor. The Contractor and the Surety shall be liable to the District for any Liquidated Damages exceeding any amount of the Contract Price then held or retained by the District. In the event that the Contractor shall fail or refuse to correct or complete items of the Work noted upon Substantial Completion and the District elects to exercise its right to cause completion or correction of such items pursuant to Article 7.2.3 hereof, the District's assessment of Liquidated Damages pursuant to the foregoing shall be in addition, and not in lieu of, the District's right to charge Contractor with the cost of completing or correcting such items of the Work, as provided for under Article 7.2.3.

6.4.2 District Delays

If the Contractor is delayed by the District or anyone employed by it and granted an extension of time, or if the Contractor is delayed and the District is held responsible for such delay, the Contractor and the District agree that it is impractical and infeasible to

determine the amount of actual damage suffered by the Contractor as a result of such delay. Such damages include, but are not limited to, extended home and field office overhead, impairment of bonding capacity, lost opportunity, and all other damages or claims, regardless of tier, attributable, or claimed to be attributable to any such delay. Accordingly, in such an instance, it is agreed that the District will pay to the Contractor as fixed and liquidated damages, and not as a penalty, the sum of set forth in the Special Conditions for each calendar day of delay beyond the Contract Time.

6.4.3 Liquidated Damages Reasonable

The Contractor and the District acknowledge and agree that the provisions of this Article 6.4 are reasonable under the circumstances existing at the time of the Contractor's execution of the Agreement.

ARTICLE 7: CONTRACT PRICE

7.1 Contract Price

The Contract Price is the amount stated in the Agreement as such, and subject to any authorized adjustments thereto in accordance with the Contract Documents, is the total amount payable by the District to the Contractor for performance of the Work under the Contract Documents. The District's payment of the Contract Price to the Contractor shall be in accordance with the Contract Documents.

7.1.1 Waiver of Claims

The Contractor's acceptance of the Final Payment is a waiver and release by the Contractor of any and all claims against the District for compensation or otherwise in connection with the Contractor's performance of the Contract.

7.1.2 Claims Asserted After Final Payment

Any lien, stop notice or other claim filed or asserted after the Contractor's acceptance of the Final Payment by any Subcontractor, of any tier, laborer, Material Supplier or others in connection with or for Work performed under the Contract Documents shall be the sole and exclusive responsibility of the Contractor who further agrees to indemnify, defend and hold harmless the District and its officers, agents, representatives and employees from and against any claims, demands or judgments arising or associated therewith, including without limitation attorney's fees incurred by the District in connection therewith. In the event any lien, stop notice or other claim of any Subcontractor, Laborer, Material Supplier or others performing Work under the Contract Documents remain unsatisfied after Final Payment is made, Contractor shall refund to District all monies that the District may pay or be compelled to pay in discharging any lien, stop notice or other claim, including, without limitation all costs and reasonable attorney's fees incurred by District in connection therewith.

7.2 Withholding of Payments

The District may withhold any Progress Payment or the Final Payment, in whole or in part, or backcharge the Contractor to the extent it may deem advisable to protect the District on account of: (i) defective Work or Work not in conformity with the requirements of the Contract Documents which is not remedied; (ii) failure of the Contractor to make payments when due

Subcontractors or Material Suppliers for materials or labor; (iii) claims filed or reasonable evidence of the probable filing of claims by Subcontractors, laborers, Material Suppliers, or others performing any portion of the Work under the Contract Documents for which the District may be liable or responsible including, without limitation, Stop Notice Claims filed with the District pursuant to California Civil Code §3179 et seq.; (iv) a reasonable doubt that the Contract can be completed for the then unpaid balance of the Contract Price; (v) tax demands filed in accordance with California Government Code §12419.4; (vi) inadequate or delinquent payroll records, or violations of requirements to pay prevailing wages, or employment of apprentices; (vii) other claims, penalties and/or forfeitures for which the District is required or authorized to retain funds otherwise due the Contractor; (viii) any amounts due from the Contractor to the District under the terms of the Contract Documents; (ix) the Contractor's failure to perform any of its obligations under the Contract Documents or its default under the Contract Documents or its failure to maintain adequate progress of the Work; or (x) the Contractor's failure to timely provide Certified Payrolls of the Contractor and all Subcontractors, of any tier, in accordance with applicable law. In addition to the foregoing, the District shall not be obligated to process any Application for Progress Payment or Final Payment, nor shall Contractor be entitled to any Progress Payment or Final Payment so long as any lawful or proper direction concerning the Work or the performance thereof or any portion thereof, given by the District or any public authority having jurisdiction over the Work, or any portion thereof, shall not be fully and completely complied with by the Contractor. When the District is reasonably satisfied that the Contractor has remedied any such deficiency, payment shall be made of the amount withheld.

7.3 Payments to Subcontractors

The Contractor shall pay all Subcontractors for and on account of Work of the Contract performed by such Subcontractors in accordance with the terms of their respective subcontracts and as provided for pursuant to California Public Contract Code §10262, the provisions of which are deemed incorporated herein by this reference. In the event of the Contractor's failure to make payment to Subcontractors in conformity with California Public Contract Code §10262, the provisions of California Public Contract Code §10253 shall apply; by this reference, the provisions of California Public Contract Code §10253 are incorporated herein in its entirety, except that the references in said Section 10253 to "the director" shall be deemed to refer to the District.

ARTICLE 8: CHANGES

8.1 Changes in the Work

The District, at any time, by written order, may make Changes within the general scope of the Work under the Contract Documents or issue additional instructions, require additional Work or direct deletion of Work. The Contractor shall not proceed with any Change involving an increase or decrease in the Contract Price or the Contract Time without prior written authorization from the District. The foregoing notwithstanding, the Contractor shall promptly commence and diligently complete any Change to the Work subject to the District's written authorized issued pursuant to the preceding sentence; the Contractor shall not be relieved or excused from its prompt commencement and diligent completion of any Change subject to the District's written authorization by virtue of the absence or inability of the Contractor and the District to agree upon the extent of any adjustment to the Contract Time or the Contract Price on account of such Change. The issuance of a Change Order pursuant to this Article 8 in connection with any Change

authorized by the District under this Article 8.1 shall not be deemed a condition precedent to Contractor's obligation to promptly commence and diligently complete any such Change authorized by the District hereunder. The District's right to make Changes shall not invalidate the Contract nor relieve the Contractor of any liability or other obligations under the Contract Documents. Any requirement of notice of Changes in the scope of Work to the Surety shall be the responsibility of the Contractor. The District may make Changes to bring the Work or the Project into compliance with environmental requirements or standards established by state or federal statutes and regulations enacted after award of the Contract.

8.2 Adjustment to Contract Price and Contract Time on Account of Changes to the Work

8.2.1 Adjustment to Contract Price

Adjustments to the Contract Price due to Changes in the Work shall be determined by application of one of the following methods, in the following order of priority:

8.2.1.1 Mutual Agreement

By negotiation and mutual agreement, on a lump sum basis, between the District and the Contractor on the basis of the estimate of the actual and direct increase or decrease in costs on account of the Change. Upon request of the District, the Contractor shall provide a detailed estimate of increase or decrease in costs directly associated with performance of the Change along with cost breakdowns of the components of the Change and supporting data and documentation. The Contractor shall be solely responsible for any additional costs or additional time arising out of, or related in any manner to, its failure to provide the estimate of costs within fifteen (15) days after the receipt of the written request of the District for such estimate.

8.2.1.2 Determination by the District

By the District, whether or not negotiations are initiated pursuant to Article 8.2.1.1 above, based upon actual and necessary costs incurred by the Contractor as determined by the District on the basis of the Contractor's records. In the event that the procedure set forth in this Article 8.2.1.2 is utilized to determine the extent of adjustment to the Contract Price on account of Changes to the Work, promptly upon determining the extent of adjustment to the Contract Price, the District shall notify the Contractor in writing of the same; the Contractor shall be deemed to have accepted the District's determination of the amount of adjustment to the Contract Price on account of a Change to the Work unless Contractor shall notify the District in writing, not more than fifteen (15) days from the date of the District's written notice, of any objection to the District's determination. Failure of the Contractor to timely notify the District, objections to the District's determination of the extent of adjustment to the Contract Price shall be deemed Contractor's acceptance of the District's determination and a waiver of any right or basis of the Contractor to thereafter protest or otherwise object to the District's determination. Notwithstanding any objection of the Contractor to the District's determination of the extent of any adjustment to the Contract Price pursuant to this Article 8.2.1.2, Contractor shall, pursuant to Article 8.5 below, diligently proceed to perform and complete any such Change.

8.2.1.3 Basis for Adjustment of Contract Price

If Changes in the Work require an adjustment of the Contract Price pursuant to Articles 8.2.1.1 or 8.2.1.2 above, the basis for adjustment of the Contract Price shall be as follows:

8.2.1.3.1 Labor

Contractor shall be compensated for the costs of labor actually and directly utilized in the performance of the Change. Such labor costs shall be limited to field labor for which there is a prevailing wage rate classification. Wage rates for labor shall not exceed the prevailing wage rates in the locality of the Site and shall be the labor classification(s) necessary for the performance of the Change. Use of a labor classification which would increase labor costs associated with any Changes shall not be permitted. Labor costs shall exclude costs incurred by the Contractor in preparing estimate(s) of the costs of the Change, in the maintenance of records relating to the costs of the change coordination and assembly of materials and information relating to the Change or performance thereof, or the supervision and other overhead and general conditions costs associated with the Change or performance thereof.

8.2.1.3.2 Materials and Equipment

Contractor shall be compensated for the costs of materials and equipment necessarily and actually used or consumed in connection with the performance of Changes. Costs of materials and equipment may include reasonable costs of transportation from a source closest to the site of the Work and delivery to the Site. If discounts by Material Suppliers are available for materials necessary used in the performance of Changes, they shall be credited to the District. If materials and/or equipment necessarily used in the performance of Changes are obtained from a supplier or source owned in whole or in part by the Contractor, compensation therefore shall not exceed the current wholesale price for such materials or equipment. If, in the reasonable opinion of the District, the costs asserted by the Contractor for materials and/or equipment in connection with any Change is excessive, or if the Contractor fails to provide satisfactory evidence of the actual costs of such materials and/or equipment from its supplier or vendor of the same, the costs of such materials and/or equipment and the District's obligation for payment of the same shall be limited to the then lowest wholesale price at which similar materials and/or equipment are available in the quantities required to perform the Change. The District may elect to furnish materials and/or equipment for changes to the Work, in which event the Contractor shall not be compensated for the costs of furnishing such materials and/or equipment or any mark-up thereon.

8.2.1.3.3 Construction Equipment

Contractor shall be compensated for the actual cost of the necessary and direct use of Construction Equipment in the performance of Changes to the Work. Use of such Construction Equipment in the performance of Changes to Work shall be compensated in increments of hourly, weekly or monthly rates, whichever shall be the most economical to the District when applied to the scope of the specific change. Rental time for Construction Equipment moved by its own power shall include time required to move such Construction Equipment to the site of the Work from the nearest available rental source of the same. If Construction Equipment is not moved to the Site by its own power, Contractor will be compensated for the loading and transportation costs in lieu of rental time the foregoing notwithstanding, neither moving time or loading and transportation time shall be allowed if the Construction Equipment is used for performance of any portion of the Work other than Changes to the Work. Unless prior approval in writing is obtained by the Contractor from District, no costs or compensation shall be allowed for time while Construction Equipment is inoperative, idle or on standby, for any reason. The Contractor shall not be entitled to an allowance or any other compensation for Construction Equipment or tools used in the performance of Changes to the Work where such Construction Equipment or tools have a replacement value of \$1,000.00 or less. Construction Equipment costs claimed by the Contractor in connection with the performance of any Change to the Work shall not exceed rental rates (Blue Book) established by distributors or construction equipment rental agencies in the locality of the Site; any costs asserted which exceed such rental rates shall not be allowed or paid. Unless otherwise specifically approved in writing by the District, the allowable rate for the use of Construction Equipment in connection with the Changes to the Work shall constitute full compensation to the Contractor for the cost of rental, fuel, power, oil, lubrication, supplies, necessary attachments, repairs or maintenance of any kind, depreciation, storage, insurance, labor (exclusive of labor costs of the Construction Equipment operator), and any / all other costs incurred by the Contractor incidental to the use of such Construction Equipment.

8.2.1.3.4 Mark-up on Costs of Changes to the Work

In determining the cost to the District and the extent of increase to the Contract Price resulting from a Change adding to the Work, the allowance for mark-ups on the costs of the Change for all overhead (including home office and field overhead), general conditions costs and profit associated with the Change shall not exceed the percentage set forth in the Special Conditions, regardless of the number of Subcontractors, of any tier, performing any portion of

any Change to the Work. If a Change to the Work reduces the Contract Price, the maximum adjustment to the Contract Price shall be the actual cost reduction realized by the reduced or deleted Work multiplied by the percentage set forth in the Special Conditions.

8.2.1.4 Contractor Maintenance of Records

In the event that Contractor shall be directed to perform any Changes to the Work pursuant to Article 8.1, or should the Contractor encounter conditions which the Contractor, pursuant to Article 8.4, believes would obligate the District to adjust the Contract Price and/or the Contract Time, Contractor shall maintain detailed records on a daily basis. Such records shall include without limitation hourly records for labor and Construction Equipment and itemized records of materials and equipment used that day in connection with the performance of any Change to the Work. In the event that more than one Change to the Work is performed by the Contractor in a calendar day, Contractor shall maintain separate records of labor, Construction Equipment, materials and equipment for each such Change. In the event that any Subcontractor, of any tier, shall provide or perform any portion of any Change to the Work, Contractor shall require that each such Subcontractor maintain records in accordance with this Article. Each daily record maintained hereunder shall be signed by Contractor's Superintendent or Contractor's authorized representative; such signature shall be deemed Contractor's representation and warranty that all information contained therein is true, accurate, complete and relate only to the Change referenced therein. All records maintained by a Subcontractor, of any tier, relating to the costs of a Change to the Work shall be signed by such Subcontractor's authorized representative or Superintendent. All records maintained hereunder shall be subject to inspection, review and/or reproduction by the District upon request. In the event that Contractor shall fail or refuse, for any reason, to maintain or make available for inspection, review and/or reproduction such records and the adjustment to the Contract Price on account of any Change to the Work is determined pursuant to this Article, the District's reasonable good faith determination of the extent of adjustment to the Contract Price on account of such Change shall be final, conclusive, dispositive and binding upon Contractor. Contractor's obligation to maintain records hereunder is in addition to, and not in lieu of, any other Contractor obligation under the Contract Documents with respect to Changes to the Work.

8.2.2 Adjustment to Contract Time.

In the event of any Change(s) to the Work pursuant to this Article 8, the Contract Time shall be extended or reduced by Change Order for a period of time commensurate with the time reasonably necessary to perform such Change. Such time shall be requested in writing by the Contractor with the Contract price Adjustment Proposal. The time extension request shall be justified by the Contractor by submittal of a CPM analysis accurately portraying the impact of the change on the critical path of the project schedule. Changes performed within available float as indicated in the updated Approved Construction Schedule shall not justify a time extension to the Contract. When agreement is reached between the District and Contractor that a Change shall require an extension of the contract time, the Contractor shall not be subject to Liquidated Damages for such

period of time. If completion of the Work is delayed by causes for which the District is responsible and the delay is unreasonable under the circumstances involved, and not within the contemplation of the Contractor and the District at the time of execution of the Agreement, the Contractor shall not be precluded from the recovery of damages arising therefrom.

8.3 Change Orders

If the District approves of a Change, a written Change Order prepared on behalf of the District shall be forwarded to the Contractor describing the Change and setting forth the adjustment to the Contract Time and the Contract Price, if any, on account of such Change. All Change Orders shall be in full payment and final settlement of all claims for direct, indirect and consequential costs, including without limitation, costs of delays or impacts related to, or arising out of, items covered and affected by the Change Order, as well as any adjustments to the Contract Time. Any claim or item relating to any Change incorporated into a Change Order not presented by the Contractor for inclusion in the Change Order shall be deemed waived. The Contractor shall execute the Change Order prepared pursuant to the foregoing; once the Change Order has been prepared and forwarded to the Contractor for execution, without the prior approval of the District which may be granted or withheld in the sole and exclusive discretion of the District, the Contractor shall not modify or amend the form or content of such Change Order, or any portion thereof. The Contractor's attempted or purported modification or amendment of any such Change Order, without the prior approval of the District, shall not be binding upon the District; any such unapproved modification or amendment to such Change Order shall be null, void and unenforceable. Unless otherwise expressly provided for in the Contract Documents or in the Change Order, any Change Order issued hereunder shall be binding upon the District only upon action of the District's Board of Trustees approving and ratifying such Change Order. In the event of any amendment or modification made by the Contractor to a Change Order for which there is no prior approval by the District, in accordance with the provisions of this Article 8.3, unless otherwise expressly stated in its approval and ratification of such Change Order, any action of the Board of Trustees to approve and ratify such Change Order shall be deemed to be limited to the Change Order as prepared by the District ; such approval and ratification of such Change Order shall not be deemed the District's approval and ratification of any unapproved amendment or modification by the Contractor to such Change Order.

8.4 Contractor Notice of Changes

If the Contractor should claim that any instruction, request, the Drawings, the Specifications, action, condition, omission, default, or other situation obligates the District to increase the Contract Price or to extend the Contract Time, the Contractor shall notify the District in writing, of such claim within ten (10) days from the date of its actual or constructive notice of the factual basis supporting the same. The District shall consider any such claim of the Contractor only if sufficient supporting documentation is submitted with the Contractor's notice to the District. Time is of the essence in Contractor's written notice pursuant to the preceding sentence so that the District can promptly investigate and consider alternative measures to the address such instruction, request, Drawings, Specifications, action, condition, omission, default or other situation. Accordingly, Contractor acknowledges that its failure, for any reason, to give written notice (with sufficient supporting documentation to permit the District's review and evaluation) within ten (10) days of its actual or constructive knowledge of any instruction, request, Drawings, Specifications, action, condition, omission, default or other situation for which the Contractor believes there should an adjustment of the Contract Time or the Contract Price shall be deemed

Contractor's waiver, release, discharge and relinquishment of any right to assert or claim any entitlement to an adjustment of the Contract Time or the Contract Price on account of any such instruction, request, Drawings, Specifications, action, condition, omission, default or other situation. In the event that the District determines that the Contract Price or the Contract Time are subject to adjustment based upon the events, circumstances and supporting documentation submitted with the Contractor's written notice under this Article 8.4, any such adjustment shall be determined in accordance with the provisions of Article 8.2.

8.5 Disputed Changes

In the event of any dispute or disagreement between the Contractor and the District regarding the characterization of any item as a Change to the Work or as to the appropriate adjustment of the Contract Price or the Contract Time on account thereof, the Contractor shall promptly proceed with the performance of such item of the Work, subject to a subsequent resolution of such dispute or disagreement in accordance with the terms of the Contract Documents. The Contractor's failure or refusal to so proceed with such Work may be deemed to be Contractor's default of a material obligation of the Contractor under the Contract Documents.

8.6 Emergencies

In an emergency affecting the safety of life, or of the Work, or of property, the Contractor, without special instruction or prior authorization from the District is permitted to act at its discretion to prevent such threatened loss or injury. Any compensation claimed by the Contractor on account of such emergency work shall be submitted and determined in accordance with this Article 8.

8.7 Minor Changes in the Work

The District may order minor Changes in the Work not involving an adjustment in the Contract Price or the Contract Time and not inconsistent with the intent of the Contract Documents. Such Changes shall be effected by written order and shall be binding on the District and the Contractor.

8.8 Unauthorized Changes

Any Work beyond the lines and grades shown on the Contract Documents, or any extra Work performed or provided by the Contractor without notice to the District in the manner and within the time set forth in Article 8.4 shall be considered unauthorized and at the sole expense of the Contractor. Work so done will not be measured or paid for, no extension to the Contract Time will be granted on account thereof and any such Work may be ordered removed at the Contractor's sole cost and expense. The failure of the District to direct or order removal of such Work shall not constitute acceptance or approval of such Work nor relieve the Contractor from any liability on account thereof.

ARTICLE 9: SEPARATE CONTRACTORS

9.1 District's Right to Award Separate Contracts

The District reserves the right to perform construction or operations related to the Project with the District's own forces or to award separate contracts in connection with other portions of the Project or other construction or operations at or about the Site. If the Contractor claims that delay or additional cost is involved because of such action by the District, the Contractor shall seek an adjustment to the Contract Price or the Contract Time as provided for in the Contract Documents. Failure of the Contractor to request such an adjustment of the Contract Time or the Contract Price in strict conformity with the provisions of the Contract Documents applicable thereto shall be deemed a waiver of the same.

9.2 District's Coordination of Separate Contractors

The District shall provide for coordination of the activities of the District's own forces and of each separate contractor with the Work of the Contractor, who shall cooperate with them. The Contractor shall participate with other separate contractors and the District in reviewing their respective Construction Schedules when directed to do so. The Contractor shall make any revisions to the Approved Construction Schedule for the Work hereunder deemed necessary after a joint review and mutual agreement. The Construction Schedules shall then constitute the Construction Schedules to be used by the Contractor, separate contractors and the District until subsequently revised.

9.3 Mutual Responsibility

The Contractor shall afford the District and separate contractors reasonable opportunity for storage of their materials and equipment and performance of their activities at the Site and shall connect and coordinate the Contractor's Work, construction and operations with theirs as required by the Contract Documents.

9.4 Discrepancies or Defects

If part of the Contractor's Work depends for proper execution or results upon construction or operations by the District or a separate contractor, the Contractor shall, prior to proceeding with that portion of the Work, promptly report to the District any apparent discrepancies or defects in such other construction that would render it unsuitable for such proper execution and results. Failure of the Contractor to so report shall constitute an acknowledgment that the District's or separate contractors' completed or partially completed construction is fit and proper to receive the Contractor's Work, except as to defects not then discoverable by the Contractor's reasonable diligence.

ARTICLE 10: TESTS AND INSPECTIONS

10.1 Tests; Inspections; Observations

10.1.1 Contractor's Notice

If the Contract Documents, laws, ordinances or any public authority with jurisdiction over the Work requires the Work, or any portion thereof, to be specially tested, inspected or approved, the Contractor shall give the District written notice of the readiness of such Work for observation, testing or inspection at least two (2) working days prior to the time for the conducting of such test, inspection or observation. If inspection, testing or observation is by authority other than the District, the Contractor shall inform the District not less than two (2) working days prior to the date fixed for such inspection, test or observation. The Contractor shall not cover up any portion of the Work subject to tests, inspections or observations prior to the completion and satisfaction of the requirements of such test, inspection or observation. In the event that any portion of the Work subject to tests, inspection or approval shall be covered up by Contractor prior to completion and satisfaction of the requirements of such tests, inspection or approval, Contractor shall be responsible for the uncovering of such portion of the Work as is necessary for performing such tests, inspection or approval without adjustment of the Contract Price or the Contract Time on account thereof.

10.1.2 Cost of Tests and Inspections

Costs for tests and inspection of materials shall be paid by the District as provided for herein. Should any act, omission or other conduct of the Contractor, any of its Subcontractors, of any tier, or Material Suppliers cause the number of hours or the costs of such tests or inspections to exceed that set forth in the District's list submitted pursuant to the foregoing, the Contractor shall be solely responsible for all such excess costs and the District may deduct such amount from any portion of the Contract Price then or thereafter due the Contractor. The District will pay for all tests and inspections provided that, in addition to the cost to be paid by the Contractor previously set forth in this Article, the Contractor shall pay for all tests and inspections under any of the following conditions: (i) when such costs are stipulated in the provisions of the Contract Documents to be borne by the Contractor; (ii) when a material is tested or inspected and fails to meet the requirements of the Specifications and/or Drawings; or (iii) when the source of the material is changed after the original test or inspection has been made or approved.

10.1.3 Testing/Inspection Laboratory

The District shall select duly qualified person(s) or testing laboratory(ies) to conduct the tests and inspections to be paid for by the District and required by the Contract Documents. All such tests and inspections shall be in conformity with the latest adopted Title 24 of the California Code of Regulations. Where inspection or testing is to be conducted by an independent laboratory or testing agency, materials or samples thereof shall be selected by the laboratory, testing agency, the District and not by the Contractor.

10.1.4 Additional Tests, Inspections and Approvals

If the District or public authorities having jurisdiction over the Work determine that portions of the Work require additional testing, inspection or approval, the District shall instruct the Contractor to make arrangements for such additional testing, inspection or approval by an entity acceptable to the District, and the Contractor shall give timely notice of when and where tests and inspections are to be made so the District may observe such procedures. The District shall bear the costs of such additional tests, inspections or approvals, except to the extent that such additional tests, inspections or approvals reveal any failure of the Work to comply with the requirements of the Contract Documents, in which case the Contractor shall bear all costs made necessary by such failures, including without limitation, the costs of corrections, repeat tests, inspections or approvals and the costs of the District.

10.2 Delivery of Certificates

Required certificates of testing, inspection or approval shall, unless otherwise required by the Contract Documents, be secured by the Contractor and promptly delivered to the District. If a material is not required to be tested, the District may require Contractor to furnish a certificate bearing the official and legal signature of the supplier with each delivery of such material, which certificate shall state that the material complies with the Specifications.

10.3 Timeliness of Tests, Inspections and Approvals

Tests or inspections required and conducted pursuant to the Contract Documents shall be made or arranged by Contractor to avoid delay in the progress of the Work.

ARTICLE 11: UNCOVERING AND CORRECTION OF WORK

11.1 Inspection of the Work

11.1.1 Access to the Work

All Work and all materials and equipment forming a part of the Work or incorporated into the Work are subject to inspection by the District for conformity with the Contract Documents. The Contractor shall, at its cost and without adjustment to the Contract Price or the Contract Time, furnish any facilities necessary for sufficient and safe access to the Work for purposes of inspection by the District or any other public or quasi-public authority with jurisdiction over the Work or any portion thereof.

11.1.2 Limitations Upon Inspections

Inspections, tests, measurements, or other acts of the District hereunder are for the sole purpose of assisting them in determining that the Work, materials, equipment, progress of the Work, and quantities generally comply and conform with the requirements of the Contract Documents. These acts or functions shall not relieve the Contractor from performing the Work in full compliance with the Contract Documents. No inspection by the District shall constitute or imply acceptance of Work inspected. Inspection of the Work hereunder is in addition to, and not in lieu of, any other testing, inspections or approvals of the Work required under the Contract Documents.

11.2 Uncovering of Work

If any portion of the Work is covered contrary to the request of the District or the requirements of the Contract Documents, it must be uncovered by the Contractor for observation by such District representative and be replaced by the Contractor without adjustment of the Contract Time or the Contract Price.

11.3 Rejection of Work

Prior to the District's Final Acceptance of the Work, any Work or materials or equipment forming a part of the Work or incorporated into the Work which is defective or not in conformity with the Contract Documents may be rejected by the District and the Contractor shall correct such rejected Work without any adjustment to the Contract Price or the Contract Time, even if the Work, materials or equipment have been previously inspected by the District or even if they failed to observe the defective or non-conforming Work, materials or equipment.

11.4 Correction of Work

The Contractor shall promptly correct any portion of the Work rejected by the District for failing to conform to the requirements of the Contract Documents, or which is determined by them to be defective, whether observed before or after Substantial Completion and whether or not fabricated, installed or completed. The Contractor shall bear all costs of correcting such rejected Work, including additional testing and inspections. The Contractor shall bear all costs of correcting destroyed or damaged construction, whether completed or partially completed, of the District or separate contractors, caused by the Contractor's correction or removal of Work which is not in accordance with the requirements of the Contract Documents, or which is defective.

11.5 Removal of Non-Conforming or Defective Work

The Contractor shall, at its sole cost and expense, remove from the Site all portions of the Work which are defective or are not in accordance with the requirements of the Contract Documents

which are neither corrected by the Contractor nor accepted by the District.

11.6 Failure of Contractor to Correct Work

If the Contractor fails to commence to correct defective or non-conforming Work within three (3) days of notice of such condition and promptly thereafter complete the same within a reasonable time, the District may correct it in accordance with the Contract Documents. If the Contractor does not so proceed, the District may remove it and store the salvable materials or equipment at the Contractor's expense. If the Contractor does not pay costs of such removal and storage after written notice, the District may sell such materials or equipment at auction or at private sale and shall account for the proceeds thereof, after deducting costs and damages that should have been borne by the Contractor. If such proceeds of sale do not cover costs which the Contractor should have borne, the Contract Price shall be reduced by the deficiency. If payments of the Contract Price then or thereafter due the Contractor are not sufficient to cover such amount, the Contractor and the Surety shall promptly pay the difference to the District.

11.7 Acceptance of Defective or Non-Conforming Work

The District may, in its sole and exclusive discretion, elect to accept Work which is defective or which is not in accordance with the requirements of the Contract Documents, instead of requiring its removal and correction, in which case the Contract Price shall be reduced as appropriate and equitable.

ARTICLE 12: WARRANTIES

12.1 Workmanship and Materials

The Contractor warrants to the District that all materials and equipment furnished under the Contract Documents shall be new, of good quality and of the most suitable grade and quality for the purpose intended, unless otherwise specified in the Contract Documents. All Work shall be of good quality, free from faults and defects and in conformity with the requirements of the Contract Documents. If required by the District, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment incorporated into the Work. Any Work, or portion thereof not conforming to these requirements, including substitutions or alternatives not properly approved in accordance with the Contract Documents may be deemed defective. Where there is an approved substitution of, or alternative to, material or equipment specified in the Contract Documents, the Contractor warrants to the District that such installation, construction, material, or equipment will equally perform the function and have the quality of the originally specified material or equipment. The Contractor expressly warrants the merchantability, the fitness for use, and quality of all substitute or alternative items in addition to any warranty given by the manufacturer or supplier of such item.

12.2 Warranty Work

If, within one year after the date of Final Acceptance, or such other time frame set forth elsewhere in the Contract Documents, any of the Work is found to be defective or not in accordance with the requirements of the Contract Documents, or otherwise contrary to the warranties contained in the Contract Documents, the Contractor shall commence all necessary corrective action not more than seven (7) days after receipt of a written notice from the District to do so, and to thereafter diligently complete the same. In the event that Contractor shall fail or refuse to commence correction of any such item within said seven (7) day period or to diligently prosecute such corrective actions to completion, the District may, without further notice to Contractor, cause such corrective Work to be performed and completed. In such event, Contractor and Contractor's

Performance Bond Surety shall be responsible for all costs in connection with such corrective Work, including without limitation, general administrative overhead costs of the District in securing and overseeing such corrective Work. Nothing contained herein shall be construed to establish a period of limitation with respect to any obligation of the Contractor under the Contract Documents. The obligations of the Contractor hereunder shall be in addition to, and not in lieu of, any other obligations imposed by any special guarantee or warranty required by the Contract Documents, guarantees or warranties provided by any manufacturer of any item or equipment forming a part of, or incorporated into the Work, or otherwise recognized, prescribed or imposed by law. Neither the District's Final Acceptance, the making of Final Payment, any provision in Contract Documents, nor the use or occupancy of the Work, in whole or in part, by District shall constitute acceptance of Work not in accordance with the Contract Documents nor relieve the Contractor or the Contractor's Performance Bond Surety from liability with respect to any warranties or responsibility for faulty or defective Work or materials, equipment and workmanship incorporated therein.

12.3 Guarantee

Upon completion of the Work, Contractor shall execute and deliver to the District the form of Guarantee included within the Contract Documents. The Contractor's execution and delivery of the form of Guarantee is an express condition precedent to any obligation of the District to disburse the Final Payment to the Contractor.

12.4 Survival of Warranties

The provisions of this Article 12 shall survive the Contractor's completion of Work under the Contract Documents, the District's Final Acceptance or the termination of the Contract.

ARTICLE 13: SUSPENSION OF WORK

13.1 District's Right to Suspend Work

The District may, without cause and without invalidating or terminating the Contract, order the Contractor, in writing, to suspend, delay or interrupt the Work in whole or in part for such period of time as the District may determine. The Contractor shall resume and complete the Work suspended by the District in accordance with the District's directive, whether issued at the time of the directive suspending the Work or subsequent thereto.

13.2 Adjustments to Contract Price and Contract Time

If the District orders a suspension of the Work, an adjustment shall be made to the Contract Price for increases in the direct cost of performance of the Work of the Contract Documents actually caused by suspension, delay or interruption ordered by the District; provided however that no adjustment of the Contract Price shall be made to the extent: (i) that performance is, was or would have been so suspended, delayed or interrupted by another cause for which the Contractor is responsible under the Contract Documents; or (ii) that an equitable adjustment is made or denied under another provision of the Contract Documents. Any such adjustment of the Contract Price shall not include any adjustment to increase the Contractor's overhead, general administrative costs or profit, all of which will remain as reflected in the Cost Breakdown submitted by the Contractor pursuant to the Contract Documents. In the event of the District's suspension of the Work, the Contract Time shall be equitably adjusted.

ARTICLE 14: TERMINATION

14.1 Termination for Cause

14.1.1 District's Right to Terminate

The District may terminate the Contract upon the occurrence of any one or more of the following events of the Contractor's default: (i) if the Contractor refuses or fails to prosecute the Work with diligence as will ensure Substantial Completion of the Work within the Contract Time, or if the Contractor fails to substantially Complete the Work within the Contract Time; (ii) if the Contractor becomes bankrupt or insolvent, or makes a general assignment for the benefit of creditors, or if the Contractor or a third party files a petition to reorganize or for protection under any bankruptcy or similar laws, or if a trustee or receiver is appointed for the Contractor or for any of the Contractor's property on account of the Contractor's insolvency, and the Contractor or its successor in interest does not provide adequate assurance of future performance in accordance with the Contract Documents within 10 days of receipt of a request for such assurance from the District; (iii) if the Contractor repeatedly fails to supply sufficient skilled workmen or suitable materials or equipment; (iv) if the Contractor repeatedly fails to make prompt payments to any Subcontractor, of any tier, or Material Suppliers or others for labor, materials or equipment; (v) if the Contractor disregards laws, ordinances, rules, codes, regulations, orders applicable to the Work or similar requirements of any public entity having jurisdiction over the Work; (vi) if the Contractor performs Work which deviates from the Contract Documents and neglects or refuses to correct such Work; or (vii) if the Contractor otherwise violates in any material way any provisions or requirements of the Contract Documents. Once the District determines that sufficient cause exists to justify the action, the District may terminate the Contract without prejudice to any other right or remedy the District may have, after giving the Contractor and the Surety at least seven (7) days advance written notice of the effective date of termination. The District shall have the sole discretion to permit the Contractor to remedy the cause for the termination without waiving the District's right to terminate the Contract, or otherwise waiving, restricting or limiting any other right or remedy of the District under the Contract Documents or at law.

14.1.2 District's Rights Upon Termination

In the event that the Contract is terminated pursuant to this Article 14.1, the District may take over the Work and prosecute it to completion, by contract or otherwise, and may exclude the Contractor from the site. The District may take possession of the Work and of all of the Contractor's tools, appliances, construction equipment, machinery, materials, and plant which may be on the site of the Work, and use the same to the full extent they could be used by the Contractor without liability to the Contractor. In exercising the District's right to prosecute the completion of the Work, the District may also take possession of all materials and equipment stored at the site of the Work or for which the District has paid the Contractor but which are stored elsewhere, and finish the Work as the District deems expedient. In exercising the District's right to prosecute the completion of the Work, the District shall have the right to exercise its sole discretion as to the manner, methods, and reasonableness of the costs of completing the Work and the District shall not be required to obtain the lowest figure for completion of the Work. In the event that the District takes bids for remedial Work or completion of the Work, the Contractor shall not be eligible for the award of such contract(s).

14.1.3 Completion by the Surety

In the event that the Contract is terminated pursuant to this Article 14.1, the District may demand that the Surety take over and complete the Work. The District may require that in so doing, the Surety not utilize the Contractor in performing and completing the Work. Upon the failure or refusal of the Surety to take over and begin completion of the Work within fifteen (15) days after demand therefor, the District may take over the Work and prosecute it to completion as provided for above. Such remedy is in addition to, and not lieu of, other remedies available to District as provided by law or in equity.

14.1.4 Assignment and Assumption of Subcontracts

The District shall, in its sole and exclusive discretion, have the option of requiring any Subcontractor or Material Supplier to perform in accordance with its Subcontract or Purchase Order with the Contractor and assign the Subcontract or Purchase Order to the District or such other person or entity selected by the District to complete the Work.

14.1.5 Costs of Completion

In the event of termination under this Article 14.1, the Contractor shall not be entitled to receive any further payment of the Contract Price until the Work is completed. If the unpaid balance of the Contract Price as of the date of termination exceeds the District's direct and indirect costs and expenses for completing the Work, including without limitation, attorneys' fees and compensation for additional professional and consultant services, such excess shall be used to pay the Contractor for the cost of the Work performed prior to the effective date of termination with a reasonable allowance for overhead and profit. If the District's costs and expenses to complete the Work exceed the unpaid Contract Price, the Contractor and/or the Surety shall pay the difference to the District.

14.1.6 Contractor Responsibility for Damages

The Contractor and the Surety shall be liable for all damage sustained by the District resulting from, in any manner, the termination of Contract under this Article 14.1, including without limitation, attorneys' fees, and for all costs necessary for repair and completion of the Work over and beyond the Contract Price.

14.1.7 Conversion to Termination for Convenience

In the event the Contract is terminated under this Article 14.1, and it is determined, for any reason, that the Contractor was not in default under the provisions hereof, the termination shall be deemed a Termination for Convenience of the District and thereupon, the rights and obligations of the District and the Contractor shall be determined in accordance with Article 14.2 hereof.

14.1.8 District's Rights Cumulative

In the event the Contract is terminated pursuant to this Article 14.1, the termination shall not affect or limit any rights or remedies of the District against the Contractor or the Surety. The rights and remedies of the District under this Article 14.1 are in addition to, and not in lieu of, any other rights and remedies provided by law or otherwise under the Contract Documents. Any retention or payment of monies to the Contractor by the District shall not be deemed to release the Contractor or the Surety from any liability hereunder.

14.2 Termination for Convenience of the District

The District may at any time, in its sole and exclusive discretion, by written notice to the Contractor, terminate the Contract in whole or in part when it is in the interest of, or for the convenience of, the District. In such case, the Contractor shall be entitled to payment for: (i) Work actually performed and in place as of the effective date of such termination for convenience of the District, with a reasonable allowance for profit and overhead on such Work, and (ii) reasonable termination expenses for reasonable protection of Work in place and suitable storage and protection of materials and equipment delivered to the site of the Work but not yet incorporated into the Work, provided that such payments exclusive of termination expenses shall not exceed the total Contract Price as reduced by payments previously made to the Contractor and as further reduced by the value of the Work as not yet completed. The Contractor shall not be entitled to profit and overhead on Work which was not performed as of the effective date of the termination for convenience of the District. The District may, in its sole discretion, elect to have subcontracts assigned pursuant to Article 14 above after exercising the right hereunder to terminate for the District's convenience.

ARTICLE 15: MISCELLANEOUS

15.1 Governing Law

This Contract shall be governed by and interpreted in accordance with the laws of the State of California.

15.2 Successors and Assigns

Except as otherwise expressly provided in the Contract Documents, all terms, conditions and covenants of the Contract Documents shall be binding upon, and shall inure to the benefit of the District and the Contractor and their respective heirs, representatives, successors-in-interest and assigns.

15.3 Cumulative Rights and Remedies; No Waiver

Duties and obligations imposed by the Contract Documents and rights and remedies available thereunder shall be in addition to and not in lieu of or otherwise a limitation or restriction of duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by the District shall constitute a waiver of a right or remedy afforded it under the Contract Documents or at law nor shall such an action or failure to act constitute approval of or acquiescence in a breach hereunder, except as may be specifically agreed in writing.

15.4 Severability

In the event any provision of the Contract Documents shall be deemed illegal, invalid, unenforceable and/or void, by a court or any other governmental agency of competent jurisdiction, such provision shall be deemed to be severed and deleted from the Contract Documents, but all remaining provisions hereof, shall in all other respects, continue in full force and effect.

15.5 No Assignment by Contractor

The Contractor shall not sublet or assign the Contract, or any portion thereof, or any monies due thereunder, without the express prior written consent and approval of the District, which approval may be withheld in the sole and exclusive discretion of the District. The District's approval to such assignment shall be upon such terms and conditions as determined by the District in its sole

and exclusive discretion.

15.6 Independent Contractor Status

In performing its obligations under the Contract Documents, the Contractor is an independent contractor to the District and not an agent or employee of the District.

15.7 Notices

Except as otherwise expressly provided for in the Contract Documents, all notices which the District or the Contractor may be required, or may desire, to serve on the other, shall be effective only if delivered by personal delivery or by postage prepaid, First Class Certified Return Receipt Requested United States Mail, addressed to the District or the Contractor at their respective address set forth in the Contract Documents, or such other address(es) as either the District or the Contractor may designate from time to time by written notice to the other in conformity with the provisions hereof. In the event of personal delivery, such notices shall be deemed effective upon delivery, provided that such personal delivery requires a signed receipt by the recipient acknowledging delivery of the same. In the event of mailed notices, such notice shall be deemed effective on the third working day after deposit in the mail.

15.8 Disputes; Continuation of Work

Notwithstanding any claim, dispute or other disagreement between the District and the Contractor regarding performance under the Contract Documents, the scope of Work thereunder, or any other matter arising out of or related to, in any manner, the Contract Documents, the Contractor shall proceed diligently with performance of the Work in accordance with the District's written direction, pending any final determination or decision regarding any such claim, dispute or disagreement.

15.9 Dispute Resolution; Claims Under \$375,000.00

Claims between the District and the Contractor of \$375,000.00 or less shall be resolved in accordance with the procedures established in Part 3, Chapter 1, Article 1.5 of the California Public Contract Code, §§20104 et seq.; provided however that California Public Contract Code §20104.2(a) shall not supersede the requirements of the Contract Documents with respect to the Contractor's notification to the District of such claim or extend the time for the giving of such notice as provided in the Contract Documents. The term "claims" as used herein shall be as defined in California Public Contract Code §20104(b)(2).

15.10 Attorneys Fees

Except as expressly provided for in the Contract Documents, or authorized by law, neither the District nor the Contractor shall recover from the other any attorney's fees or other costs associated with or arising out of any legal, administrative or other proceedings filed or instituted in connection with or arising out of the Contract Documents or the performance of either the District or the Contractor thereunder.

15.11 Marginal Headings; Interpretation

The titles of the various Articles of these General Conditions and elsewhere in the Contract Documents are used for convenience of reference only and are not intended to, and shall in no way, enlarge or diminish the rights or obligations of the District or the Contractor and shall have no effect upon the construction or interpretation of the Contract Documents. The Contract Documents shall be construed as a whole in accordance with their fair meaning and not strictly for or against the District or the Contractor.

15.12 Provisions Required by Law Deemed Inserted

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

15.13 Entire Agreement

The Contract Documents contain the entire agreement and understanding between the District and the Contractor concerning the subject matter hereof, and supersedes and replaces all prior negotiations, proposed agreements or amendments, whether written or oral. No amendment or modification to any provision of the Contract Documents shall be effective or enforceable except by an agreement in writing executed by the District and the Contractor.

[End of Section]

SPECIAL CONDITIONS

Section 00800

1.01 Contract Time

- A. **Substantial Completion of the Work.** The Work shall be commenced on the date stated in the Notice to Proceed issued by the District to the Contractor and shall be completed (Substantial Completion) within **Thirty (30)** consecutive calendar days from and after the date stated in the Notice to Proceed (Reference Article 7 of the General Conditions).
- B. **Interim Milestone 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:
No interim milestones on this project.

1.02 Liquidated Damages

- A. **Delayed Substantial Completion of the Work.** Pursuant to Article 7 of the General Conditions, 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 item 1.01.A, above. Liquidated Damages shall be at the rate of Five Hundred Dollars (\$500) per calendar day until Substantial Completion of the Work is achieved.
- B. **Delayed Completion of Interim Milestones.** - N/A
- C. **Delayed Final Completion of the Work.** Pursuant to Article 7 of the General Conditions, the Contractor shall be subject to the assessment and withholding of Liquidated Damages for failure to achieve Final Completion of the Work in accordance with the Contract Documents. Liquidated Damages shall be at the rate of Five Hundred Dollars (\$500) per Calendar day until Final Completion of the Work is achieved.
- D. **Delayed Submittals.** 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.
- E. **Cumulative Assessment of Liquidated Damages.** 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.
- F. **Contractor Liquidated Damages.** – N/A

1.03 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. **Employers Liability Insurance** \$1,000,000
3. **Commercial General Liability Insurance**
Per Occurrence \$2,000,000
Aggregate \$5,000,000
4. **Automobile Liability Insurance** \$1,000,000
5. **Builders Risk Insurance**
In an amount equal to 110% of the original Contract Price.
6. **Excess Products and Completed Operations** \$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. **Workers Compensation Insurance**
In accordance with limits established by law.
2. **Employers Liability Insurance** \$1,000,000
3. **Commercial General Liability Insurance**
Per Occurrence \$1,000,000
Aggregate \$2,000,000
4. **Automobile Liability**
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, pursuant to Article 2.1.2 of the General Conditions, is one (1) set of reproducible specifications with plans.

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).

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 Oxnard**. 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 Sanitary Facilities.

Provide and maintain temporary toilet facilities for duration of operations. Properly proportion number of fixtures for the number of workers employed all in accordance with CAL OSHA requirements. Provide water tight and floored structures. Maintain in a clean and sanitary condition acceptable to District.

1.11 Temporary Fire Protection and Safety Requirements.

The Contractor shall take necessary precautions to guard against and eliminate fire hazards and to prevent damage to construction work, building materials, equipment, temporary field offices, storage sheds, and public and private property. The Contractor shall be responsible for providing, maintaining, and enforcing the following conditions and requirements during the entire construction period.

- 1) Fire Inspection: The Contractor's Superintendent shall inspect the entire project at least once each week to make certain that the conditions and requirements are being adhered to.
- 2) Hose: The number of outlets, supply of hose, and proper hose size to protect the construction area shall be determined by the local Fire Marshal and provided by the Contractor.
- 3) Fires: Employees shall not be allowed to start fires with gasoline or kerosene or other highly flammable materials. No open fires shall be allowed.
- 4) Flammable Building Materials: Only a reasonable working supply of flammable building material shall be located inside of, or on the roof of, any storage facility.
- 5) Combustible Waste Materials: Oil-soaked rags, papers, and other highly combustible materials must be stored in closed metal containers at all times, and shall be removed from the site at the close of each day's work and more often where necessary, and placed in metal containers with tight hinged lids.
- 6) Gasoline and other flammable or polluting liquids/materials shall not be poured into sewers, manholes, or traps, but shall be disposed of, together with flammable or waste material subject to spontaneous combustion, in a safe manner meeting all applicable laws and ordinances. Make appropriate arrangements for storing these materials outside of the building.

- 7) Provide and maintain fire extinguishers during construction, conveniently located for proper protection, one fire extinguisher for each 5,000 square feet of floor area or less, but not less than four extinguishers. Fire extinguishers shall be ten-pound ABC type. Extinguishers shall meet approval of Underwriter's Laboratory, and shall be inspected at regular intervals and recharged as necessary.

1.12 Self-Propelled Construction Equipment

All self-propelled construction equipment, except light service trucks, panels, pickups, station wagons, crawler type cranes, power shovels and draglines, whether moving alone or in combination, shall be equipped with a reverse signal alarm (hub-cap type).

1.13 Temporary Guards, Barricades, and Lights.

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.

1.14 Protection of Work and Facilities.

1.14.1 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.

1.14.2 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.

1.15 Special Controls.

1.15.1 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.

1.15.2 Dust Control: Throughout the entire Contract period, effectively control dust in all areas where work is being performed.

1.15.3 Debris Removal: At the end of each day worked dispose of all debris properly and clean work areas to a generally acceptable level for the area involved.

1.16 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.

1.17. 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.

1.18 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 immediately notify the Facilities Director in writing within four (4) hours of the occurrence, 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.

1.19 Waste Management.

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

1.20 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.

1.21 Drawings and Plans.

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

1.22 Approval for Commencement of Work.

The Contractor shall obtain approval from the Facilities Director, 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.

1.23 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.

1.24 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.

1.25 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.

1.26 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.

1.27 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.

1.28 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.

1.29 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.

1.30 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.

1.31 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.

1.32 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.

1.33 Weekend Hours.

The contract time is expressed in calendar days. The Contractor may perform work, with prior notification as per Article 1.07 of the Special Conditions, on weekends or holidays, at his discretion. 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.

1.34 Fire Alarm Testing and Certification.

All testing and inspection for Fire Alarm System Certification shall be a part of the contract and the responsibility of the installation contractor.

1.35 Needless Requests for Information.

Any needless Request for Information (RFI) will be billed to the Contractor by the District at a rate no less than that of the Facilities Director's hourly rate for time spent addressing needless RFI's. 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.

1.36 E-mail Address.

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

1.37 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).

1.38 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 installation. Any substitutions submittal after that date will not be accepted or reviewed.

1.39 Electronic Schedule Files. - N/A

1.40 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.

1.41 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.

1.42 Allowances. None for this project.

1.43 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 Zero (0) days.

1.44 District's Project Manager.

The District's Project Manager at Oxnard College is:
Bob Sube, Oxnard College Director of Facilities, Maintenance & Operations,
4000 S Rose Ave., Oxnard CA 93033, Cell: 805-258-9245

[End of Section]

TECHNICAL SPECIFICATIONS

Section 01000

1. Job Walk

All bidders are required to attend the job walk to be eligible to bid on this project.

2. Discrepancies

Where there are discrepancies between the General Conditions of the Ventura County Community College District and the Technical Specifications and Drawings, the General Conditions of the District shall take precedence.

3. Alternative Materials

The use of a manufacturer, product brand name or make in the specifications is not intended to restrict bidders. The specifications establish the character or quality of the article desired. Alternative materials or goods on which other proposals are submitted must, in all cases, be equal or exceed in every detail to the item specified. Alternative materials or goods must be compatible with existing initiating devices to remain. It is the responsibility of the contractor to prove beyond doubt that alternative materials or goods submitted are equal or exceed and are compatible in every detail to the item specified with existing items to remain in the system. All goods furnished under this contract shall be newly manufactured goods. Used or reconditioned goods are prohibited, unless otherwise specified.

4. Questions Concerning Technical Specifications

All questions regarding this bid and or specifications should be directed to the Purchasing Department of the District. Questions should be addressed by e-mail to: Jkisch@vccd.edu no later than: 3:00 PM, Oct. 8, 2019

5. Scope of Work

The scope of work is to repair the existing fire alarm system by replacing the failing Gamewell FCI 7100 Fire Alarm Control Panel with a new Gamewell FCI S3 Panel compatible with the Gamewell FCI 7100 panel equipment. The existing system currently has numerous faults on the notification lines which has caused many devices to not work as well as not be in sync with the other that do work. The existing initiating devices are to remain and be re-used since all are in working order however, they will need to be tested upon completion of the replacement panel installation.

Existing notification devices shall be tested for operability and re-connected to system. If non-operable, replacement notification devices may be taken out of surplus stock if available. If required devices are not in surplus stock devices must be purchased and replaced with like devices. Any existing wire not suitable for re-use shall be replaced with 14AWG Stranded wire and 16/2 FPLR Shielded. Addition to the replacement of the Fire Alarm Control Panel, a new annunciator panel, auto dialer for third party notification and remote power supplies will also need to be replaced.

Once the system is replaced and in normal working condition, monitoring is to be provided to the system by means of a Central Station that will dispatch to the Campus Police Department. Upon completion and final testing is performed, the system will be warrantied from all defects for a time period of no less than (1) year.

6. Project Completion: This project has a completion timeframe of thirty days, (30). Therefore there is no architect or engineer on this project. Contractors will report to the Director of Facilities regarding work and schedules. There is no need for progress payments on this work except for withholding of 5% as retention on public works.

7. Exhibits:

The following attached document exhibits may be helpful to determine the necessary repairs for the OC PE Fire Alarm System.

1. Inspection and Testing Form findings from inspection of 7/18/18
2. Electrical Fire Alarm As-Built Plans:
 - a. OC Existing East and West Side PE Bldg. Fire Alarm Plan #PE 040
3. Honeywell/Gamewell FCI S3 Series Control Panel and associated component manufacturer’s catalog cut sheets and technical specifications:
 - a. S3 Series Control Panel
 - b. LCD Touchscreen Annunciator Display
 - c. SLC Personality Loop Modules

8. College Fire Alarm Parts Inventory: the college has the below various equipment parts new in box and available for use on this project. Contractor to determine if parts are compatible with the existing equipment and coordinate access with the Facilities Director.

Oxnard College Fire Alarm Surplus Parts Inventory:

Part Name	Model Number/ Part number	Quantity
Ceiling Mount Strobe	SC2415W	18
Ceiling Mount Strobe	SC24115W	2
Ceiling Mount Strobe	SC2475W	7
Ceiling Mount Strobe	SC430W	30
Duct Smoke Detector	ADS-RP	24
Fire Control Instruments	SNAC-6 /150-00011	6
Panel Box and Cover		2
Speakers	ET-1010-R / 103135	8
Pull Box		8
Transformer (Series Fire Alarm Control)	FC7100	3

9. Fire Alarm System Repair Specific Requirements

The attached specific requirements are for the installation, programming and configuration of a complete Gamewell S3 Series digital protocol analog addressable fire alarm system. This system shall include, but not be limited to, system cabinet, power supply, built in Signaling Line Circuit (SLC), 80 character LCD annunciator, six programmable notification circuits, built in dual line Digital Communicator associated peripheral devices, batteries, wiring, conduit and other relevant components and accessories required to furnish a complete and operational Life Safety System.

10. General Requirements

The contractor shall furnish and install a complete 24 VDC, electrically supervised, analog addressable fire alarm system as specified herein and indicated on the drawings. The system shall include but not be limited to all control panels, power supplies, initiating devices, audible and visual notification appliances, alarm devices, and all accessories required to provide a complete operating fire alarm system.

11. Listings

All fire alarm system equipment shall be listed for its intended purpose and be compatibility listed to assure the integrity of the complete system.

12. Standards

The fire alarm equipment and installation shall comply with the current provisions of the following standards and shall be listed for its intended purpose and be compatibility listed to insure integrity of the complete system.

13. Code compliance

- National Electric Code, Article 760
- National Fire Protection Association Standards: NFPA 13
- NFPA 72 National Fire Alarm Code
- NFPA 101 Life Safety Code
- Local and State Building Codes
- BOCA, National Building Code, Mechanical Code, Fire Prevention Code
- Local Authorities Having Jurisdiction

14. Underwriters Laboratories Inc.

All equipment shall be approved by Underwriters Laboratories, Inc. for its intended purpose, listed as power limited by Underwriters Laboratories, Inc., for the following standards as applicable:

- UL 864 UOJZ Control units for Fire Protective Signaling Systems Local Signaling Unit
- Central Station Signaling Protected Premises Unit
- Remote Signaling Protected Premises Unit.
- UL 268 - Smoke Detectors for Fire Protective Signaling systems.
- UL 268A - Smoke Detectors for duct applications
- UL 217 - Smoke Detectors for Single Stations
- UL 521 - Heat Detectors for Fire Protective Signaling systems.
- UL 228 - Door Holders for Fire Protective Signaling systems.
- UL 464 - Audible Signaling appliances
- UL 1638 - Visual Signaling appliances
- UL 38 - Manually Activated Signaling Boxes
- UL 346 - Waterflow indicators for Fire Protective Signaling systems.
- UL 1481 - Power Supplies for Fire Protective Signaling systems.

15. Americans with Disabilities Act (ADA).

All visual Notification appliances and manual pull stations shall comply with the requirements of the Americans with Disabilities Act.

16. Supervision

The following installation supervision shall be provided by a factory trained service technician from the distributor of the fire alarm equipment.

- The technician shall be certified and shall have a minimum of two (2) years of service experience in the fire alarm industry.
- The technicians name shall appear on equipment submittals and a copy of his manufactures dealer agreement shall be sent to the project engineer.
- The technician shall be responsible for the following items:
 - A pre-installation visit to the job site to review equipment submittals and to verify the method by which the system is to be wired.
 - During the installation, the certified technician shall be on site or make periodic visits to verify installation and wiring of the system.
 - He shall also supervise the completion of conduit rough, wires pulled into conduit and wiring rough, and ready for trim.
 - Upon completion of wiring, final checkout and certification of the system shall be made under the supervision of the technician.
 - At the time of the formal checkout, technician shall give operational instructions to the owner and or his representative on the system.

17. Installation Contractor's Documentation

Contractor qualifications shall be submitted indicating:

- Years in business.
- Service Policies.
- Warranty definitions.
- California Contractors License (C7 or C10)
- Completion of factory training.
- Certificate stating that the Contractor is a factory authorized installer for the Honeywell/Gamewell brand of equipment.
- List of similar installations / repairs. Contractor qualifications shall be supplied indicating years in business and prior experience with installations that include the type of equipment that is to be supplied.

18. Contract close-out Submittals

Within Thirty (30) days of system acceptance. The closeout submittals shall be submitted to the owner's representative and shall include:

- (2) copies of the Installation, Operation and Programming manuals for the installed Life Safety System.
- Point to point diagrams of the entire Life Safety System as installed. This shall include all connected Smoke Detectors and addressable field modules.
- All drawings must reflect device address as verified in the presence of the engineer and/or end user.

19. Warranty

Warranty all materials, installation and workmanship for a one (1) year period, unless otherwise specified. A copy of the manufacturer warranty shall be provided with the close out documentation.

20. Products

This Life Safety System Specification must be conformed to in its entirety to ensure

that the installed and programmed Life Safety System will accommodate all of the requirements and operations required by the building owner. Any specified item or operational feature not specifically addressed prior to the bid date will be required to be met without exception.

Submission of products purported to be equal to those specified herein will be considered as possible substitutes only when all of the following requirements have been met:

- Any deviation from the equipment, operations, methods, design or other criteria specified herein must be submitted in detail to the District no later than Oct. 8, 2019.
- Each deviation from the operation detailed in these specifications must be documented in detail, including page number and section number, which lists the system function for which the substitution is being proposed.
- A complete list of such substituted products with three (3) copies of working drawings thereof shall be submitted to the District no later than Oct. 8, 2019.
- It is the Contractors responsibility to prove proposed substitutions of specified equipment and/or materials are equal or better than the specified items to the District. The District is under no obligation to accept any proposed substitutions.

21. General Equipment and Materials Requirements

- All equipment furnished for this project shall be new and unused.
- All components shall be designed for uninterrupted duty.
- All equipment, materials, accessories, devices and other facilities covered by this specification or noted on the contract drawings and installation specification shall be best suited for the intended use and shall be provided by a single manufacturer.
- If any of the equipment provided under this specification is provided by different manufacturers, then that equipment shall be “Listed” as to its compatibility by Underwriters Laboratories (UL), if such compatibility is required by UL standards.

22. Satisfying the Entire Intent of these Specifications

It is the contractor’s responsibility to meet the entire intent of these specifications.

Deviations from the specified items shall be at the risk of the contractor until the date of final acceptance by the architect, engineer, and owner’s representative. All costs for removal, relocation, or replacement of a substituted item shall be at the risk of the contractor.

23. FIRE ALARM SYSTEM EQUIPMENT SPECIFICATIONS

A. Control Panel

- The fire alarm control panel (FACP) shall be the Gamewell FCI S3 Series analog addressable control panel. The FACP must have a 7-amp power supply and be capable of expansion to a maximum of 54 total amps via bus connected expander modules RA-1000 or 5496 that supervise low battery, loss of AC and loss of communication.
- The FACP must have Day/Night sensitivity capabilities on detectors and be capable of supporting 127 analog addressable points. The FACP must support

a minimum of six programmable notification circuits.

- The panel must have a built in 80 character LCD annunciator with the capability of having an additional eight supervised remote annunciators connected in the field.
- The FACP must have a built in UL approved digital communicator. The communicator must allow local and remote up/downloading of system operating options, event history, and detector sensitivity data. The communicator must be able to report by zone or by individual point.
- The FACP must automatically test the smoke detectors in compliance with NFPA standards to ensure that they are within listed sensitivity parameters and be listed with Underwriters Laboratories for this purpose.
- The FACP must compensate for the accumulation of contaminants that affect detector sensitivity.
- The FACP must have day/night sensitivity adjustments, maintenance alert feature (differentiated from trouble condition), detector sensitivity selection, auto-programming mode (Jumpstart) and the ability to upgrade the core operating software on site or over the telephone.
- The FACP shall have a Jumpstart feature that can automatically enroll all properly connected and addressed accessories into a functional system without further programming. This is required by UL 864. Panels that do not have this feature will not be acceptable. The main communication bus (S-Bus RS485) shall be a class B configuration with a total Bus length of 6,000 feet.

B. System Wiring

- The Signaling Line Circuit (SLC) and Data Communication Bus (S-BUS) shall be wired with standard NEC 760 compliant wiring, no twisted, shielded or mid capacitance wiring is required for standard installations. All FACP screw terminals shall be capable of accepting 14-18 AWG wire. All system wiring shall be in accordance with the requirements of NFPA 70, the National Electrical Code (NEC) and comply with article 760 of the NEC.
 - Signaling Line Circuits
 - Each SLC shall be capable of a wiring distance of 10,000 feet from the SLC driver module (5815XL) and be capable of supporting 127 devices.
 - The communication protocol to SLC devices must be digital.
 - Any SLC loop device, which goes into alarm, must interrupt the polling cycle for priority response from the FACP.
 - The FACP must respond consistently to a device that goes into alarm on an SLC in under 3 seconds.
 - The auxiliary 5815XL SLC loop module must be capable of being located up to 6000 feet from the FACP on an RS-485 bus, which is separate from the SLC bus.
 - The SLC shall be capable of functioning in a class A or class B configuration.
 - SLC loop devices
 - Devices supported must include analog photoelectric, ionization smoke detectors, analog heat detectors, addressable input

modules, relay output modules or addressable notification modules. There is to be no limit to the number of any particular device type up to the maximum of 127 that can be connected to the SLC.

- Analog detector functions
 - The products of combustion detectors must communicate analog values using a digital protocol to the control panel for the following functions:
 - ❖ Automatic compliance with NFPA 72 standards for detector sensitivity testing.
 - ❖ Drift compensation to assure detector is operating correctly.
 - ❖ Maintenance alert when a detector nears the trouble condition.
 - ❖ Trouble alert when a detector is out of tolerance.
 - ❖ Alert control panel of analog values that indicate fire
- Sensitivity function
 - The FACP shall have the ability to set three different sensitivity levels. A zone can be programmed to a day and a night sensitivity value. The day/night schedule shall allow for 16 holiday dates that are user programmable to allow the FACP to respond at the night level on those days.
- Programmable Notification Circuits
 - The FACP shall support four programmable notification circuits that are capable of being programmed as supervised reverse polarity notification circuits or supervised auxiliary power circuits that can be programmed as continuous, reset able or door holder power.
 - These circuits shall be programmable for Class A or Class B operation.
- Addressable Notification Module
 - The contractor shall furnish and install where indicated on the plans, addressable notification modules. The modules shall be U.L. listed compatible with the Gamewell FCI S3 Series fire alarm control panel.
 - The notification module must provide one class A (Style Z) or class B (Style Y) notification output with one auxiliary power input.
 - The notification module must be suitable for mounting in a standard 4 square electrical box and must include a plastic cover plate.
 - The notification module must provide an LED that is visible from the outside of the cover plate.
 - The notification module must be fully programmable for such applications as required by the installation.

- The ANM shall reside on the SLC loop and can be placed up to 10,000ft. from the control or 5815 SLC loop module.
 - Annunciators
 - The main control must have a built in annunciator with an 80-character LCD display and feature LED's for General alarm, Supervisory, System trouble, System Silence and Power.
 - When in the normal condition the LCD shall display time and date based on a 200-year clock, which is capable of automatic daylight savings, time adjustments.
 - All controls and programming keys are silicone mechanical type with tactile and audible feedback. Keys have a travel of .040 in. No membrane style buttons will be permissible.
 - The annunciator must be able to silence and reset alarms using a firefighter's key.
 - The annunciators must have twenty levels of user codes that will allow the limitation of operating system programming to authorized individuals.
 - Remote Annunciators
 - The fire system shall be capable of supporting up to eight remote annunciators.
 - LCD Remote annunciator Model RA-100 shall have the same control and display layout so that they match identically the built in annunciator.
 - Remote annunciators shall have the same functionality and operation as the built in annunciator.
 - All annunciators must have 80-character LCD displays and must feature five LED's for general alarm, supervisory, system trouble, system silence, and system power.
 - All controls and programming keys are silicone mechanical type with tactical and audible feedback. Keys shall have a travel of .040 inches. No membrane style buttons will be permitted.
 - The annunciator must be able to acknowledge, silence and reset alarms without the use of a code.
 - The annunciator must have 20 programmable user codes that will limit the operating system programming to authorized individuals.
 - The control panel must allow all annunciators to accommodate multiple users input simultaneously.
 - Remote annunciators shall be capable of operating at a distance of 6000 feet from the main control panel on unshielded non-twisted cable.
 - The fire system shall be able to support up to eight I/O modules on the SBUS that shall be used to drive remote LED graphic style displays and accommodate up to eight dry contact type switch inputs. The I/O modules shall each drive up to 40 LEDs without requiring external power connections. The I/O module

inputs shall be supervised and shall be suitable for alarm and trouble circuits as well as reset and silence switches. The system shall also support up to 40 LED drivers that reside on the two-wire SLC loop. These driver boards shall contain 80 LED outputs that are powered by an external source.

- Serial/Parallel Interface

- The fire system shall be capable of supporting up to two serial / parallel interfaces (SK5824) that are capable of driving standard computer style printers. The interface shall be programmable as to what information is sent to it and shall include the ability to print out Detector Status by point, Event History by point and System Programming.

- Distributed Power Module

- The contractor shall supply (where required) a power module compatible with the Gamewell FCI S3 Series fire alarm control panel. The power module must have 7 amps of output power, six notification circuits rated at 3amps each, and two form C relay circuits rated at 2.5 amps at 24 volts DC.
- The fire system shall be capable of supporting up to eight (8) RPS-1000 power modules. The six notification circuits shall have the same functionality as the notification circuits on the main panel. The Distributed Power Supply shall be capable of being connected via an RS-485 system bus (SBUS) at a maximum distance of 6000ft. from the main control panel.
- The power module shall contain an additional RS-485 bus that is completely compatible with all Gamewell FCI S3 Series add on modules including RA-100- Remote Annunciators, 5824 serial/parallel modules and addressable devices. The power module will also act as a bus repeater so that additional RS-485 (modules) devices can be connected at a maximum distance of 6000ft. from the power module. The power module's RS-485 bus shall be electrically isolated providing ground loop isolation and transient protection.

- Digital Communicator

- The digital communicator must be an integral part of the control panel and be capable of reporting all zones or points of alarm, supervisory, and trouble conditions as well as all system status information such as loss of AC, low battery, ground fault, and loss of supervision to any remote devices with individual and distinct messages to a central station or remote station. The communicator must also be capable of up/downloading of all system programming options, Event history and Sensitivity compliance information to a PC on site or at a remote location.
- The communicator shall have an answering machine bypass feature that will allow the panel to respond to communication even on phone lines that have other communication equipment

present.

- The communicator must be capable of reporting via SIA and Contact ID formats.
- The communicator shall have a delayed AC loss report function, which will provide a programmable report delay plus a 10-25 min random component to help ease traffic to the central station during a power outage. No controls that use External modems for remote programming and diagnostics shall be accepted.

○ Dry Contacts

- The FACP will have three form “C” dry contacts, one will be dedicated to trouble conditions, the other two will be programmable for alarm, trouble, sprinkler supervisory, notification, pre-alarm, waterflow, manual pull, aux. 1 or aux. 2. The trouble contact shall be normal in an electrically energized state so that any total power loss (AC and Backup) will cause a trouble condition. In the event that the Microprocessor on the FACP fails the trouble contacts shall also indicate a trouble condition.

○ Ground Fault Detection

- A ground fault detection circuit, to detect positive and negative grounds on all field wiring. The ground fault detector shall operate the general trouble devices as specified but shall not cause an alarm to be sounded. Ground fault will not interfere with the normal operation, such as alarm, or other trouble conditions.

○ Over current Protection

- All low voltage circuits will be protected by microprocessor controlled power limiting or have self-restoring polyswitches for the following: smoke detector power, main power supply, indicating appliance circuits, battery standby power and auxiliary output.

○ Test Functions

- A “Lamp Test” mode shall be a standard feature of the fire alarm control panel and shall test all LED’s and the LCD display on the main panel and remote annunciators.
- A “Walk Test” mode shall be a standard feature of the fire alarm control panel. The walk test feature shall function so that each alarm input tested will operate the associated notification appliance for six seconds. The FACP will then automatically perform a reset and confirm normal device operation. The event memory shall contain the information on the point tested, the zone tripped, the zone restore and the individual points return to normal.
- A “Fire Drill” mode shall allow the manual testing of the fire alarm system notification circuits. The “Fire Drill” shall be

- capable of being controlled at the main annunciator, remote annunciators and via a remote contact input.
- A “Bypass Mode” shall allow any point or NAC circuit to be bypassed without effecting the operation of the total fire system.
 - Remote Input Capabilities
 - The control panel shall have provisions for supervised switch inputs for the purpose of Alarm reset and Alarm and trouble silence.
 - Notification Appliance Mapping Structure
 - All notification circuits and modules shall be programmable via a mapping structure that allows for a maximum of 125 output groups. Each of these groups shall have the ability to be triggered by any of the panels 125 Zones. A group may be triggered from zones individually, or may contain a global trigger for manual pull stations, fire drills and two different system alarms. Additionally each Zone will individually control the cadence pattern of each of the Groups that it is “Mapped” to so that sounders can indicate a variety of conditions. The Zone shall be capable of issuing a different cadence pattern for each of the Groups under its control. The mapping structure must also allow a group to be designated to “ignore cadence” for use with strobes and other continuous input devices. Zones shall have eight different output categories; Detector alarm, Trouble, Supervisory, Pre-alarm, Waterflow, Manual pull, Zone auxiliary one and Zone Auxiliary two. Each of the categories shall have the ability to control from 1 to 8 output groups with a cadence pattern. The patterns are; March code, ANSI 3.41, Single Stroke Bell Temporal, California code, Zone 1 coded, Zone 2 coded, Zone 3 coded, Zone 4 coded, Zone 5 coded, Zone 6 coded, Zone 7 coded, Zone 8 coded, Custom output pattern 1, Custom output pattern 2, Custom output pattern 3, Custom output pattern 4, and Constant. This mapping/cadence pattern shall be supported by all system power supplies and Notification Expander Modules.
 - On board programmer
 - The FACP shall have an on board programmer which will allow for all system functions and options to be programmed via the on board annunciator keypad. Any panel that does not have this capability will not be accepted.
 - Downloading Software
 - The fire alarm control panel must support up/downloading of system programming from a PC under Windows or NT platforms. The FACP must also be able to download the detector sensitivity test results and a 1000 event system event buffer to the PC. Communication shall take place over a direct connection to the PC and/or via the same telephone lines as the built in digital communicator and shall not require an external

modem to be connected to the panel. The downloading software shall contain a code that will block unauthorized persons from accessing the panel via direct connection or over the phone lines.

- Facility Management Software
 - The FACP must support a facility management software capable of providing off site access to FACP data that is necessary to manage fire system operation. A software package capable of uploading the detector sensitivity test results and the 1000 event system event buffer to the PC shall be required as part of the bid package. Communication shall take place over a direct connection to the PC and/or via the same telephone lines as the built in digital communicator. The facility management package must be separate from the downloader package and must not be capable of affecting programmed system options.
- English language descriptions
 - The FACP shall provide the ability to have a text description of each system device, input zone, and output group on the system. The use of individual lights to provide descriptions will not be acceptable except when used for remote annunciation.

C. SYSTEM OPERATION

- Alarm
 - When a device indicates any alarm condition, the control panel must respond within 3 seconds. The General Alarm or Supervisory Alarm LED on the annunciator(s) should light and the LCD should prompt the user as to the number of current events. The alarm information must be stored in event memory for later review. Event memory must be available at the main and all remote annunciators. When the alarmed device is restored to normal, the control panel shall be required to be manually reset to clear the alarm condition, except that the alarms may be silenced as programmed. An alarm shall be silenced by a code or Firefighter key at the main or remote annunciators. When silenced, this shall not prevent the resounding of subsequent events if another event should occur (subsequent alarm feature). When alarms are silenced the silenced LED on the control panel, and on any remote annunciators shall remain lit, until the alarmed device is returned to normal
- Troubles
 - When a device indicates a trouble condition, the control panel System Trouble LED should light and the LCD should prompt the user as to the number of current events. The trouble information must be stored in event memory for later review. Event memory must be available at the main and all remote annunciators.
 - When the device in trouble is restored to normal, the control panel shall be automatically reset; the trouble restore information must be stored in event memory for later review. Event memory must be available at the main and all remote annunciators. A trouble shall be silenced by a code or Firefighter key at the main or remote annunciators. When silenced,

this shall not prevent the resounding of subsequent events if another event should occur.

- Supervision Methods
- The SLC loop shall be electrically supervised for opens and ground faults in the circuit wiring, and shall be so arranged that a fault condition on any loop will not cause an alarm to sound. Additionally, every addressable device connected to the SLC will be supervised and individually identified if in a fault condition. The occurrence of any fault will light a trouble LED and sound the system trouble sounder, but will not interfere with the proper operation of any circuit, which does not have a fault condition.
- Each indicating appliance circuit shall be electrically supervised for opens, grounds and short circuit faults, on the circuit wiring, and shall be so arranged that a fault condition on any indicating appliance circuit or group of circuits will not cause an alarm to sound. The occurrence of any fault will light the trouble LED and sound the system trouble sounder, but will not interfere with the proper operation of any circuit which does not have a fault condition.

D. SYSTEM COMPONENTS

- CONTROL UNIT
 - System Cabinet
 - The system cabinet shall be red and can be either surface or flush mounted. The cabinet door shall be easily removable to facilitate installation and service. All controls and function shall be behind the locked door but must be visible through a viewing window.
 - Audible System Trouble Sounder
 - An audible system trouble sounder shall be an integral part of the control unit. Provisions shall also be provided for an optional supervised remote trouble signal.
 - Power Supply and Charger:
 - The entire system shall operate on 24 VDC, filtered switch mode power supply with the rated current available of 7 Amps. The FACP must have a battery charging circuit capable of complying with the following requirements:
 - ❖ Sixty (60) hours of battery standby with five (5) minutes of alarm signaling at the end of this sixty (60) hour period (as required per NFPA 72 remote station signaling requirements) using rechargeable batteries with automatic charger to maintain standby gel-cell batteries in a fully charged condition.
 - OR**
 - ❖ Twenty-four (24) hours of battery standby with five (5) minutes of alarm signaling at the end of this twenty-four (24) hour period (as required per NFPA 72 central station signaling requirements) using rechargeable batteries

with automatic charger to maintain gel-cell batteries in a fully charged condition.

- The power supply shall comply with U.L. Standard 864 and NFPA 70 Article 760 for power limiting.
 - The FACP will indicate a trouble condition if there is a loss of AC power or if the batteries are missing or of insufficient capacity to support proper system operation in the event of AC failure. A “Battery Test” will be performed automatically every minute to check the integrity of the batteries. The test must disconnect the batteries from the charging circuit and place a load on the battery to verify the battery condition.
 - In the event that it is necessary to provide additional power, one or more of the model RPS-1000 Distributed Power Modules shall be used to accomplish this purpose.
- Connections and Circuits
 - Connections to the light and power service shall be on a dedicated branch circuit in accordance with the National Fire Alarm Code NFPA 72, National Electrical Code (NEC) NFPA 70, and the local authority having jurisdiction (AHJ).
 - The circuit and connections shall be mechanically protected.
 - A circuit disconnecting means shall be accessible only to authorized personnel and shall be clearly marked “FIRE ALARM CIRCUIT CONTROL”.

E. ACCESSORY COMPONENTS

- The FACP shall support the following devices on the RS-485 data bus:
 - 5815XL Signaling Line Circuit Expander (SLC) Module
 - 5824 Printer Interface Module
 - RA-100 LCD Remote Annunciator
 - 5865-3 LED Remote Annunciator
 - 5865-4 LED Remote Annunciator with reset and silence switches
 - 5880 LED I/O module
 - 5883 Relay Board
 - RPS-1000 Intelligent Distributed Power Module
 - 5496 Intelligent Distributed Power Module
- The FACP shall support the operation of 127 total devices per SLC loop without regard to device type. The following devices shall be supported:
 - SD505-APS Analog Photoelectric Smoke detector
 - SD505-AIS Analog Ionization Sensor
 - SD505-AHS Analog Heat Sensor
 - SD505-ARM Addressable Relay Module
 - SD505-ADH Duct Detector Enclosure
 - SD500-AIM Addressable Input Module (replaces the SD505-FRCM-4)
 - SD500-MIM Mini Input Module (replaces the SD505-FRCM)
 - SD500-ARM Addressable Relay Module (replaces the SD505- V ARM)
 - SD500-ANM Addressable Notification Module
 - SD505-SDM Two Wire Smoke Detector Module
 - SD505-6IB Detector Isolation Base

- SD505-6RB Detector Relay Base
 - SD505-6SB Detector Sounder Base
 - SD505-ADHR Duct Detector Housing with Built In Relay
 - SD505-DTS Remote Test Switch For Duct Housing
 - SD500-PS Addressable Pull Station
 - SD500-LED 80 LED Driver Module
 - SD500-LIM Line Isolator Module
- The FACP shall support these other Gamewell FCI S3 Series devices via addressable input, addressable Notification, or Addressable Output Modules.
 - Single Action Manual Pull Station – Key Reset (metal)
 - Dual Action Manual Pull Station – Key Reset (metal)
 - Dual Action Manual Pull Station – Key Reset (plastic)
 - Single Action Manual Pull Station – Key Reset (plastic)

INSPECTION AND TESTING FORM

DATE: 7/18/18TIME: 12:30**SERVICE ORGANIZATION**Name: Integrated Fire and SafetyAddress: 1229 North Ventura AvenueRepresentative: Martin SabaneroLicense No.: C-10, C-16502754Telephone: (805) 648-5906**PROPERTY NAME (USER)**Name: Oxnard CollegeAddress: Gym Building - 40Owner Contact: DavidTelephone: 805-630-9164**MONITORING ENTITY**Contact: Localalarm

Telephone: _____

Monitoring Account Ref. No.: _____

APPROVING AGENCYContact: N/A

Telephone: _____

TYPE TRANSMISSION

- McCulloh
 Multiplex
 Digital
 Reverse Priority
 RF
 Other (Specify) _____

SERVICE

- Weekly
 Monthly
 Quarterly
 Semiannually
 Annually
 Other (Specify) _____

Control Unit Manufacturer: FCICircuit Styles: Class BNumber of Circuits: 1 SLC / 8 NACSoftware Rev.: N/ALast Date System Had Any Service Performed: 3/30/17Last Date That Any Software or Configuration Was Revised: N/AModel No.: 7100**ALARM-INITIATING DEVICES AND CIRCUIT INFORMATION**

Quantity of Devices Installed	Circuit Style	Quantity of Devices Tested	
<u>24</u>	<u>Class B</u>	<u>22</u>	Manual Fire Alarm Boxes
<u>N/A</u>			Ion Detectors
<u>41</u>	<u>Class B</u>	<u>41</u>	Photo Detectors
<u>N/A</u>			Duct Detectors
<u>N/A</u>			Heat Detectors
<u>1</u>	<u>Class B</u>	<u>1</u>	Waterflow Switches
<u>6</u>	<u>Class B</u>	<u>6</u>	Supervisory Switches
<u>N/A</u>			Other (Specify): _____

Alarm verification feature is disabled enabled _____.

FIGURE 10.6.2.3 Example of an Inspection and Testing Form.



ALARM NOTIFICATION APPLIANCES AND CIRCUIT INFORMATION

Quantity of Appliances Installed	Circuit Style	Quantity of Appliances Tested	
N/A			Bells
29	Class B	29	Horns
N/A			Chimes
26	Class B	26	Strobes
N/A			Speakers
			Other (Specify): <u>Horn / Strobes</u>

No. of alarm notification appliance circuits: 8

Are circuits monitored for integrity? Yes No

SUPERVISORY SIGNAL-INITIATING DEVICES AND CIRCUIT INFORMATION

Quantity of Devices Installed	Circuit Style	Quantity of Devices Tested	
N/A			Building Temp.
N/A			Site Water Temp.
N/A			Site Water Level
N/A			Fire Pump Power
N/A			Fire Pump Running
N/A			Fire Pump Auto Position
N/A			Fire Pump or Pump Controller Trouble
N/A			Fire Pump Running
N/A			Generator in Auto Position
N/A			Generator or Controller Trouble
N/A			Switch Transfer
N/A			Generator Engine Running
N/A			Other: _____

SIGNALING LINE CIRCUITS

Quantity and style of signaling line circuits connected to system (see NFPA 72, Table 6.6.1):
 Quantity 1 Style(s) Class B

SYSTEM POWER SUPPLIES

(a) Primary (Main): Nominal Voltage 120v Amps 20a
 Overcurrent Protection: Type Disconnect Amps 20a
 Location (of Primary Supply Panelboard): Next to FACP
 Disconnecting Means Location: LA1 - Circuit 13

(b) Secondary (Standby):
N/A Storage Battery: Amp-Hr Rating 2-17 ah
 Calculated capacity in 7 ah Amp-Hrs to operate system for N/A hours
 Engine-driven generator dedicated to fire alarm system: N/A
 Location of fuel storage: N/A

TYPE BATTERY

Dry Cell Lead-Acid
 Nickel-Cadmium Other (Specify):
 Sealed Lead-Acid

(c) Emergency or standby system used as a backup to primary power supply, instead of using a secondary power supply:
N/A Emergency system described in NFPA 70, Article 700
 _____ Legally required standby described in NFPA 70, Article 701
 _____ Optional standby system described in NFPA 70, Article 702, which also meets the performance requirements of Article 700 or 701

FIGURE 10.6.2.3 Continued

PRIOR TO ANY TESTING				
NOTIFICATIONS ARE MADE	Yes	No	Who	Time
Monitoring Entity	<input checked="" type="checkbox"/>	<input type="checkbox"/>	All _____	8:30 _____
Building Occupants	<input checked="" type="checkbox"/>	<input type="checkbox"/>	All _____	8:30 _____
Building Management	<input type="checkbox"/>	<input type="checkbox"/>	N/A _____	_____
Other (Specify)	<input type="checkbox"/>	<input type="checkbox"/>	N/A _____	_____
AHJ Notified of Any Impairments	<input type="checkbox"/>	<input type="checkbox"/>	N/A _____	_____

SYSTEM TESTS AND INSPECTIONS			
TYPE	Visual	Functional	Comments
Control Unit	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	_____
Interface Equipment	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	_____
Lamps/LEDs	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	_____
Fuses	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	_____
Primary Power Supply	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	_____
Trouble Signals	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	_____
Disconnect Switches	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	_____
Ground-Fault Monitoring	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	_____

SECONDARY POWER			
TYPE	Visual	Functional	Comments
Battery Condition	<input checked="" type="checkbox"/>		Tested monthly. _____
Load Voltage		<input checked="" type="checkbox"/>	Results on battery. _____
Discharge Test		<input type="checkbox"/>	N/A _____
Charger Test		<input checked="" type="checkbox"/>	_____
Specific Gravity		<input type="checkbox"/>	N/A _____

TRANSIENT SUPPRESSORS	<input type="checkbox"/>		N/A _____
REMOTE ANNUNCIATORS	<input type="checkbox"/>	<input type="checkbox"/>	N/A _____

NOTIFICATION APPLIANCES			
TYPE	Visual	Functional	Comments
Audible	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	See attached failure sheet. _____
Visible	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	_____
Speakers	<input type="checkbox"/>	<input type="checkbox"/>	N/A _____
Voice Clarity		<input type="checkbox"/>	N/A _____

INITIATING AND SUPERVISORY DEVICE TESTS AND INSPECTIONS							
Loc. & S/N	Device Type	Visual Check	Functional Test	Factory Setting	Measured Setting	Pass	Fail
_____	SD	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	_____	_____	<input type="checkbox"/>	<input checked="" type="checkbox"/>
_____	WF	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	_____	_____	<input type="checkbox"/>	<input type="checkbox"/>
_____	TS	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	_____	_____	<input type="checkbox"/>	<input type="checkbox"/>
_____	MPS	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	_____	_____	<input type="checkbox"/>	<input type="checkbox"/>
_____	DD	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____	<input type="checkbox"/>	<input checked="" type="checkbox"/>
_____	N/A	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____	<input type="checkbox"/>	<input type="checkbox"/>

Comments: Hall horns & strobes do not work. Strobes out of sync.

FIGURE 10.6.2.3 *Continued*

EMERGENCY COMMUNICATIONS EQUIPMENT

	Visual	Functional	Comments
Phone Set	<input type="checkbox"/>	<input type="checkbox"/>	N/A
Phone Jacks	<input type="checkbox"/>	<input type="checkbox"/>	N/A
Off-Hook Indicator	<input type="checkbox"/>	<input type="checkbox"/>	N/A
Amplifier(s)	<input type="checkbox"/>	<input type="checkbox"/>	N/A
Tone Generator(s)	<input type="checkbox"/>	<input type="checkbox"/>	N/A
Call-in Signal	<input type="checkbox"/>	<input type="checkbox"/>	N/A
System Performance	<input type="checkbox"/>	<input type="checkbox"/>	N/A

COMBINATION SYSTEMS

	Visual	Device Operation	Simulated Operation
Fire Extinguisher Monitoring Device/System	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Carbon Monoxide Detector/System	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(Specify) <u>N/A</u>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

INTERFACE EQUIPMENT

(Specify) <u>Fire Pump</u>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(Specify) _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(Specify) _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

SPECIAL HAZARD SYSTEMS

(Specify) <u>N/A</u>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(Specify) _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Special Procedures: N/A

Comments: Fire Pump failed to operate when ITV was opened.

SUPERVISING STATION MONITORING

	Yes	No	Time	Comments
Alarm Signal	<input type="checkbox"/>	<input type="checkbox"/>	<u>N/A</u>	_____
Alarm Restoration	<input type="checkbox"/>	<input type="checkbox"/>	<u>N/A</u>	_____
Trouble Signal	<input type="checkbox"/>	<input type="checkbox"/>	<u>N/A</u>	_____
Trouble Signal Restoration	<input type="checkbox"/>	<input type="checkbox"/>	<u>N/A</u>	_____
Supervisory Signal	<input type="checkbox"/>	<input type="checkbox"/>	<u>N/A</u>	_____
Supervisory Restoration	<input type="checkbox"/>	<input type="checkbox"/>	<u>N/A</u>	_____

NOTIFICATIONS THAT TESTING IS COMPLETE

	Yes	No	Who	Time
Building Management	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<u>Brian</u>	<u>2:45</u>
Monitoring Agency	<input type="checkbox"/>	<input type="checkbox"/>	<u>N/A</u>	_____
Building Occupants	<input checked="" type="checkbox"/>	<input type="checkbox"/>	_____	<u>2:45</u>
Other (Specify)	<input type="checkbox"/>	<input type="checkbox"/>	<u>N/A</u>	_____

The following did not operate correctly: Horn & strobes.

System restored to normal operation: Date: 7/18/18 Time: 2:45

THIS TESTING WAS PERFORMED IN ACCORDANCE WITH APPLICABLE NFPA STANDARDS.

Name of Inspector: Martin Sabanero Date: 7/18/18 Time: 2:45
 Signature: _____
 Name of Owner or Representative: _____ Date: _____ Time: _____
 Signature: _____

FIGURE 10.6.2.3 Continued

SYMBOL LIST

- ☐ Remote Annunciator
- ☐ Battery Cabinet
- ☐ Fire Alarm Control Panel (Building)
- ☐ Fire Alarm Terminal Cabinet
- ☐ Campus Fire Alarm Control Panel
- ☐ Signal Power Expander
- ⊙ DH Photoelectric Smoke Detector - Door Releasing
- ⊙ PS Photoelectric Smoke Detector Addressable Base
- ⊙ HV Duct Mounted Smoke Detector Addressable
- ⊙ TD Thermal Detector - Addressable Base
- ☐ MP Manual Pull Station Interior
- ☐ EMP Manual Pull Station Exterior
- ☐ CM Control Module Addressable
- ☐ MM Monitor Module Addressable
- EH ⊙ Wall Mounted Horn - Exterior
- H ⊙ Wall Mounted Horn - Interior
- HS ⊙ Wall Mounted Horn Strobe - Interior 15cd
- HS 30 ⊙ Wall Mounted Horn Strobe - Interior 30cd
- HS 75 ⊙ Wall Mounted Horn Strobe - Interior 75cd
- HS 110 ⊙ Wall Mounted Horn Strobe - Interior 110cd
- IS ⊙ Wall Mounted Interior Strobe 15cd
- IS 30 ⊙ Wall Mounted Interior Strobe 30cd
- IS 75 ⊙ Wall Mounted Interior Strobe 75cd
- IS 110 ⊙ Wall Mounted Interior Strobe 110cd
- IS ⊙ C Ceiling Mounted Interior Strobe 15cd
- IS 30 ⊙ C Ceiling Mounted Interior Strobe 30cd
- IS 75 ⊙ C Ceiling Mounted Interior Strobe 75cd
- IS 95 ⊙ C Ceiling Mounted Interior Strobe 95cd
- IS 110 ⊙ C Ceiling Mounted Interior Strobe 110cd
- IS ⊙ C Ceiling Mounted Interior Strobe 15cd
- IS 30 ⊙ C Ceiling Mounted Interior Strobe 30cd
- IS 75 ⊙ C Ceiling Mounted Interior Strobe 75cd
- IS 95 ⊙ C Ceiling Mounted Interior Strobe 95cd
- IS 115 ⊙ C Ceiling Mounted Interior Strobe 110cd
- ⊙ Magnetic Door Holder
- ⊙ Water Flow Switch
- ⊙ TS Tamper Switch
- ☐ Control Relay
- ⊙ Junction Box
- ⊙ Heat/Vent Unit Duct Type Smoke Detector - (addressable) w/Remote Ann.

ABBREVIATIONS

- A/P Access Panel
- ACS All Clear System
- ACW All Clear Wiring
- BBS Back Box Sign
- CM Control Module (ADM)
- DH (Magnetic) Door Holder
- (E) Existing
- EH Exterior Horn
- EMP Exterior Manual Pull Station
- EP Electrical Panel
- ES Exterior Siren
- FA Fire Alarm
- FACP Fire Alarm Control Panel
- FATC Fire Alarm Terminal Cabinet
- FPL Fire Alarm Power Limited Cable
- H Interior Horn
- HS Horn Strobe
- IDC Initiation Device Circuit
- IS Interior Strobe
- MP Manual Pull Station Interior
- MM Monitor Module
- (N) New
- PS Notification Appliance Circuit
- (R) Remove
- (RL) Relocate
- RTB Remote Test Button (Duct Detectors)
- SDB Smoke Fire Detector
- SM NAC Synchronizing Module
- SMR Surface Mounted Raceway
- TD Thermal Detector
- TS WaterFlow Tamper Switch
- WF Weather Proof
- WF Water Flow Switch

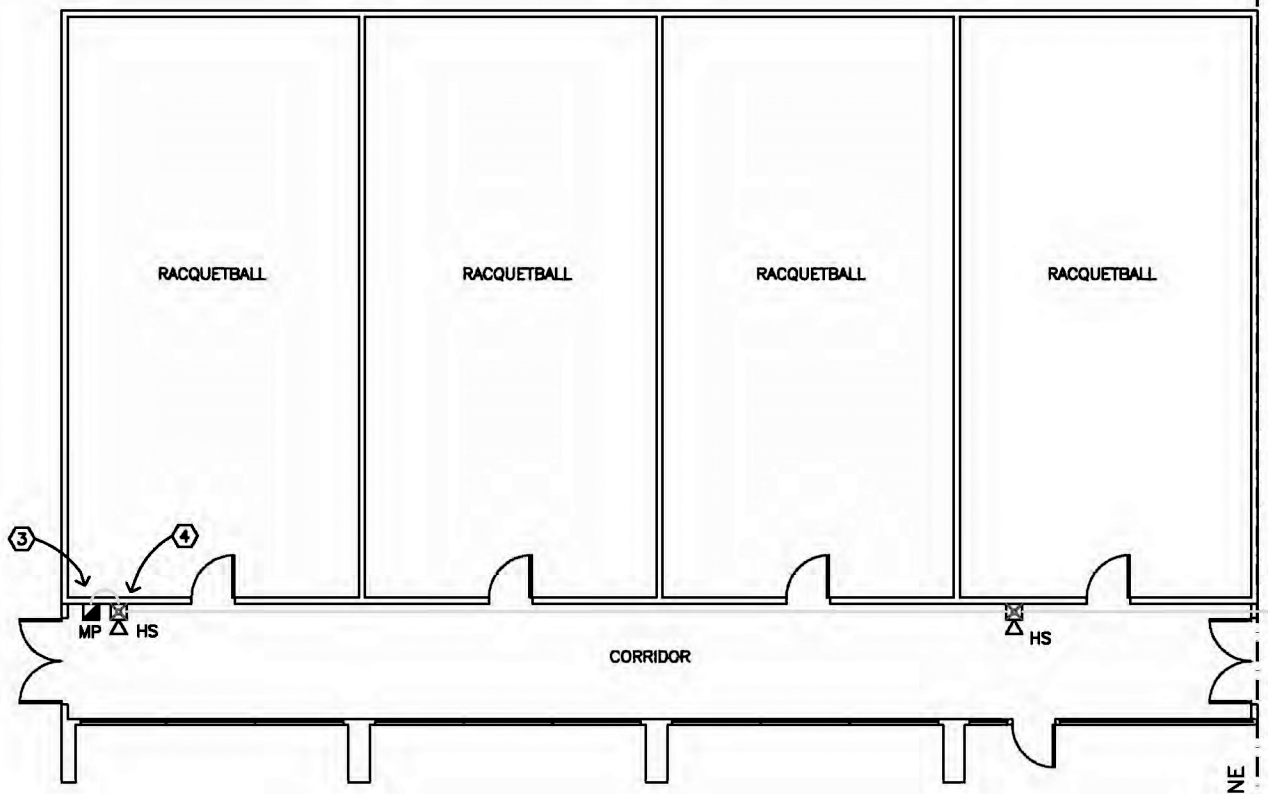
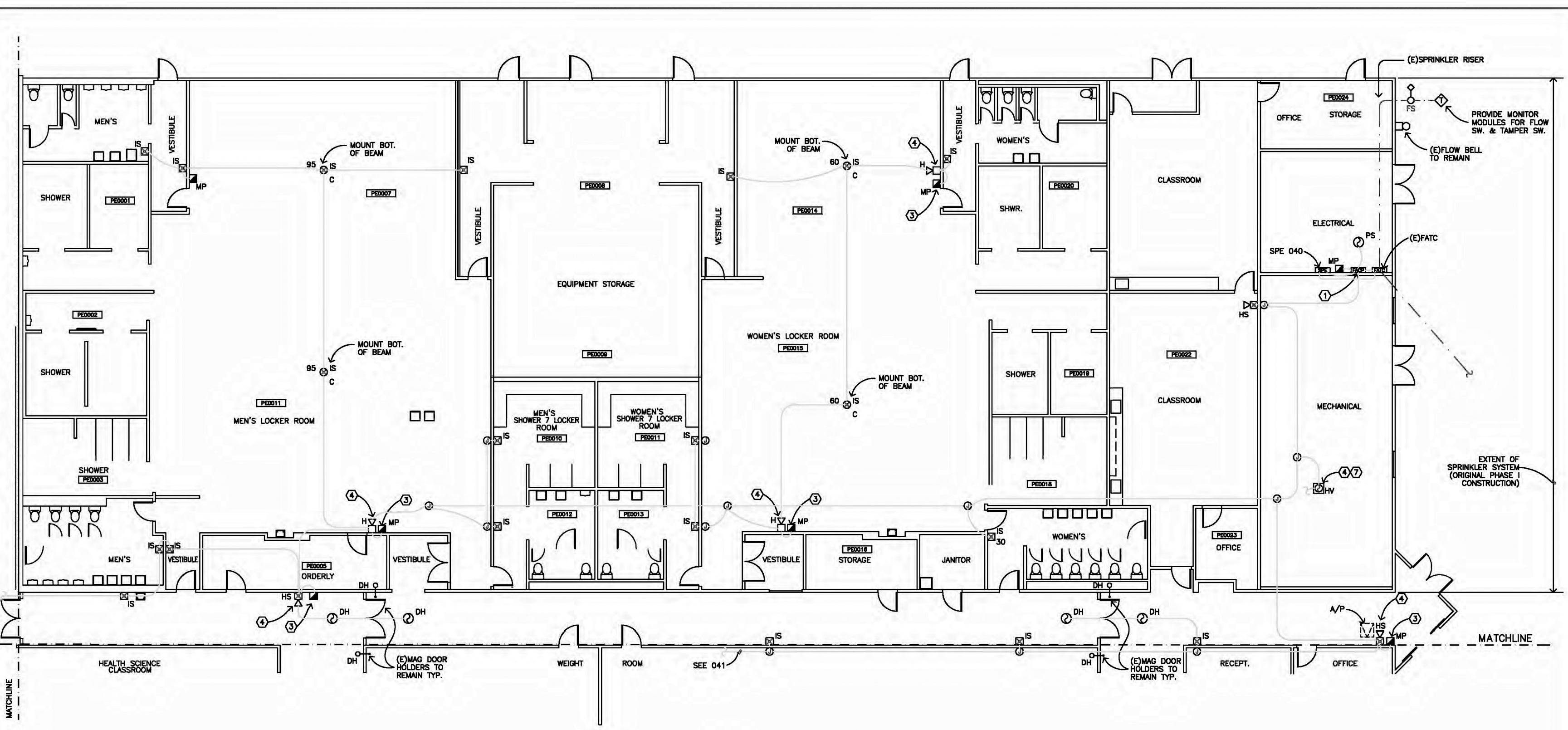
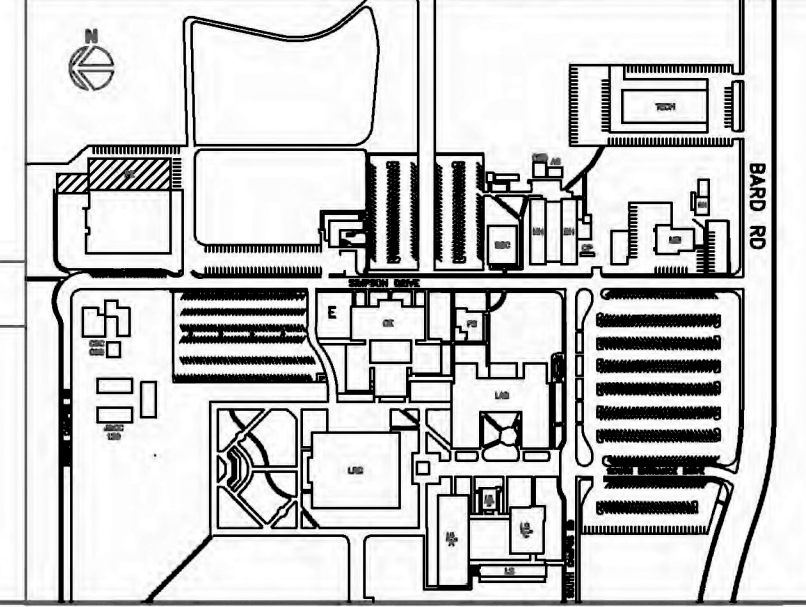
FIRE ALARM WIRING NOTES

- ⊙ 2#14 IDC
- ⊙ 4#14 IDC(S)
- ⊙ 2#12 NAC Horns
- ⊙ 4#12 NAC Horns
- ⊙ 2#12 NAC Strobes
- ⊙ 4#12 NAC Strobes
- ⊙ 2#12, 2#14, 1#12 (Common) Ann.
- ⊙ 2#12 (24VDC)

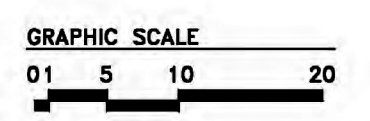
NOTES:


- ① (R)(E) FIRE ALARM PANEL. INSTALL NEW. CONNECT TO (E)120V CIRCUIT.
- ② INSTALL (N)DIU IN (E)FACP
- ③ (R)(E) MANUAL PULL STATION. INSTALL NEW. SEE DETAILS FOR MTG. HTS.
- ④ (R)(E) DEVICE. INSTALL NEW. SEE DETAILS FOR MTG. HTS.
- ⑤ (R)(E) THERMAL DETECTOR. INSTALL NEW
- ⑥ CONNECT(N) MODULE TO (E)RANGE HOOD FIRE SUPPRESSION SYSTEM.
- ⑦ WIRE DETECTOR WITH RELAY & TRANSFORMER TO SHUT DOWN HV UNIT.
- ⑧ PROVIDE PROTECTIVE COVERS FOR ALL DEVICES MOUNTED IN GYMNASIUM.
- ⑨ PROVIDE REMOTE TEST STATION WHERE REQUIRED. TO LOCATE DUCT DETECTOR, PROVIDE INDICATION ON CEILING FOR LOCATING DUCT DETECTOR.

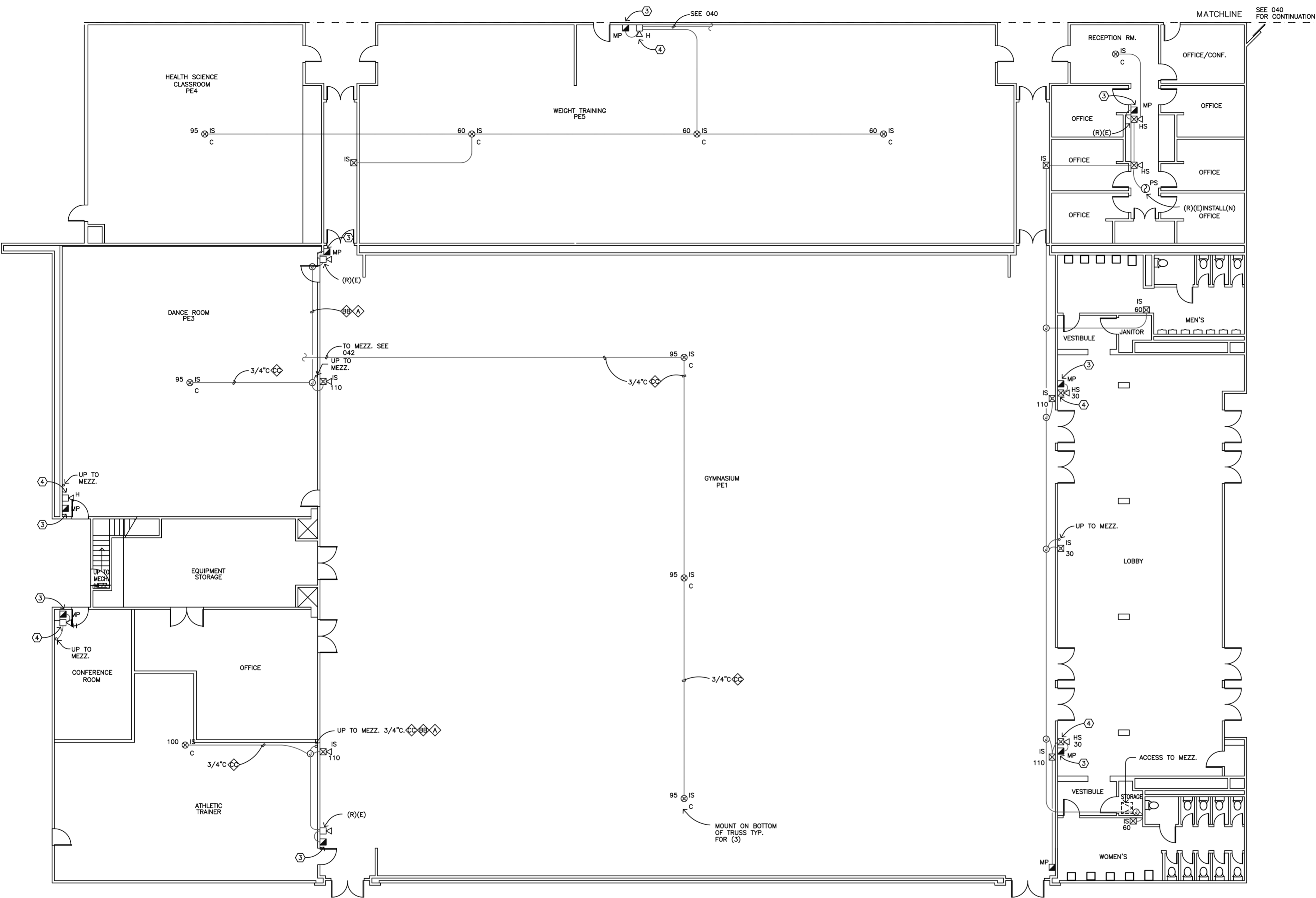
LOCATION PLAN



FIRE ALARM PLAN - PHYSICAL EDUCATION BUILDING
SCALE: 1/8"=1'-0"



EOR	DSA
	<p>IDENTIFICATION STAMP DIV. OF THE STATE ARCHITECT OFFICE OF REGULATION SERVICES</p> <p>APPL</p> <p>AC _____ FLS _____ SS _____</p> <p>DATE _____</p>



SYMBOL LIST

	Remote Annunciator
	Battery Cabinet
	Fire Alarm Control Panel (Building)
	Fire Alarm Terminal Cabinet
	Campus Fire Alarm Control Panel
	Signal Power Expander
	Photoelectric Smoke Detector - Door Releasing
	Photoelectric Smoke Detector W/Addressable Base
	Duct Mounted Smoke Detector Addressable
	Thermal Detector - Addressable Base
	Manual Pull Station Interior
	Manual Pull Station Exterior
	Control Module Addressable
	Monitor Module Addressable
	Wall Mounted Horn - Exterior
	Wall Mounted Horn - Interior
	Wall Mounted Horn Strobe - Interior 15cd
	Wall Mounted Horn Strobe - Interior 30cd
	Wall Mounted Horn Strobe - Interior 75cd
	Wall Mounted Horn Strobe - Interior 110cd
	Wall Mounted Interior Strobe 15cd
	Wall Mounted Interior Strobe 30cd
	Wall Mounted Interior Strobe 75cd
	Wall Mounted Interior Strobe 110cd
	Ceiling Mounted Interior Strobe 15cd
	Ceiling Mounted Interior Strobe 30cd
	Ceiling Mounted Interior Strobe 75cd
	Ceiling Mounted Interior Strobe 95cd
	Ceiling Mounted Interior Strobe 110cd
	Ceiling Mounted Horn Strobe 15cd
	Ceiling Mounted Horn Strobe 30cd
	Ceiling Mounted Horn Strobe 75cd
	Ceiling Mounted Horn Strobe 95cd
	Ceiling Mounted Horn Strobe 110cd
	Magnetic Door Holder
	Water Flow Switch
	Control Relay
	Junction Box
	Heat/Vent Unit Duct Type Smoke Detector - (addressable) w/Remote Ann.

ABBREVIATIONS

A/P	Access Panel
ACS	All Clear System
ACW	All Clear Wiring
BBS	Back Box Skirt
CM	Control Module (AOM)
DH	(Magnetic) Door Holder
(E)	Existing
EH	Exterior Horn
EMP	Exterior Manual Pull Station
EP	Electrical Panel
ES	Exterior Siren
FA	Fire Alarm
FACP	Fire Alarm Control Panel
FATC	Fire Alarm Terminal Cabinet
FPL	Fire Alarm Power Limited Cable
H	Interior Horn
HS	Horn Strobe
IDC	Initiation Device Circuit
IS	Interior Strobe
MP	Manual Pull Station Interior
MM	Monitor Module
(N)	New
PS	Notification Appliance Circuit
(R)	Relocate
(RL)	Relocate
RTB	Remote Test Button (Duct Detectors)
SBB	Smoke Fire Detector
SM	NAC Synchronizing Module
SMR	Surface Mounted Raceway
TD	Thermal Detector
TS	Waterflow Tamper Switch
WP	Weather Proof
WF	Water Flow Switch

FIRE ALARM WIRING NOTES

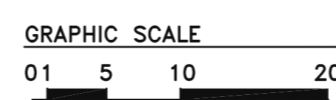
- 2#14 IDC
- 4#14 IDC(S)
- 2#12 NAC Horns
- 4#12 NAC Horns
- 2#12 NAC Strobes
- 4#12 NAC Strobes
- 2#12, 2#14, 1#12 (Common) Ann.
- 2#12 (24VDC)

FIRE ALARM PLAN - PHYSICAL EDUCATION BUILDING
SCALE: 1/8"=1'-0"



NOTES:

- ① (R)(E) FIRE ALARM PANEL. INSTALL NEW. CONNECT TO (E)120V CIRCUIT.
- ② INSTALL (N)DIU IN (E)FACP
- ③ (R)(E) MANUAL PULL STATION. INSTALL NEW. SEE DETAILS FOR MTG. HTS.
- ④ (R)(E) DEVICE. INSTALL NEW. SEE DETAILS FOR MTG. HTS.
- ⑤ (R)(E) THERMAL DETECTOR. INSTALL NEW
- ⑥ CONNECT(N) MODULE TO (E)RANGE HOOD FIRE SUPPRESSION SYSTEM.
- ⑦ WIRE DETECTOR WITH RELAY & TRANSFORMER TO SHUT DOWN HV UNIT.
- ⑧ PROVIDE PROTECTIVE COVERS FOR ALL DEVICES MOUNTED IN GYMNASIUM.
- ⑨ PROVIDE REMOTE TEST STATION WHERE REQUIRED. TO LOCATE DUCT DETECTOR. PROVIDE INDICATION ON CEILING FOR LOCATING DUCT DETECTOR.



S3 Series Control Panel

Small Addressable Fire Alarm Control Panel

General

The Gamewell-FCI®, S3 Series Intelligent Fire Alarm Control Panel provides the latest, innovative high-end processing power. The S3 Series panel is a digital, microprocessor-based system that offers a simple, intuitive solution for the small to mid-sized fire alarm applications.

In standalone or network configurations, the S3 Series complies with most fire alarm application requirements. It supports the following types of networks.

- Up to 64 nodes using the 7100 Series panel.
- Up to 122 nodes using the S3 Series or E3 Series® panels.

Use either twisted-pair wire or fiber-optic to network panels at a high-speed 625K baud ARCNET network bus.

With flexible Boolean logic, intelligent detection, and Ethernet connectivity, this system provides power and versatility that surpasses comparable, small addressable fire alarm systems.

The basic S3 Series configuration consists of an SLP (Smart Loop Panel) main board, LCD-SLP touchscreen display, SLC loop personality modules, and as seven amp power supply. The SLP main board provides either one or two SLC loops in the Class A or B configuration that supports either of the following protocols:

- Up to 318 devices per loop using the System Sensor® protocol. If you add a second loop module, it increases the maximum device count to 636 devices.
- Up to 126 devices per loop using the Apollo protocol. If you add a second loop module, it increases the maximum device count to 252 devices.



S3 Series

FEATURES & BENEFITS

- Listed per ANSI/UL® Standard 864 9th Edition
- IBC Seismic Certified
- Allows one SLC loop (expandable to two loops) that supports either System Sensor or Apollo devices in Class A or Class B (Style 4, 6 or 7)
- Supports a network system of up to 122 nodes (includes E3 Series® panels) or up to 64 nodes (includes 7100 Series)
- System Sensor supports up to 318 intelligent devices and each SLC loop supports the following
 - up to 159 detectors
 - up to 159 modules (expandable to 636 maximum per panel)
- Apollo supports up to 126 intelligent detectors and modules per SLC. (Expandable to 252 maximum per panel)
- Includes a high resolution (4.3") (10.92 cm) color touchscreen display
- Provides 7.0 amp power supply (120VAC or 240VAC)
- Includes four Class B or two Class A built-in Notification Appliance Circuits (NAC)
- Provides selectable System Sensor, Cooper-Wheelock, or Gentex™ strobe synchronization
- Supports up to 32 serial annunciators (LCD, LED-only, LED Switch)
- Offers an Ethernet port for programming, a variety of system reports, and a FocalPoint® Graphic Workstation connectivity
- Provides two fully-programmable Form-C contacts for Fire, Trouble, and Supervisory
- TimeCap - Saves time and date up to 48 hours without any power or battery
- Automatically adjusts to any NAC End-of-Line Resistor (EOL) value (1k-55k ohm) for legacy audible/visual appliances
- Removable display can be used as a remote annunciator
- Suitable for pre-action deluge applications

General

Four Class B or two Class A NACs can be wired and synchronized using the System Sensor, Cooper-Wheelock®, or Gentex™ strobes. To retrofit the SLP on the existing audible/visual appliances, the on-board Electronic EOL (EEOL) automatically adjusts to the EOL resistor in the field.

A 4.3" (10.92 cm) color touchscreen display screen shows the following:

- Events on the system
- Status of analog addressable devices
- Complete diagnostic fault codes/messages
- Five programmable function buttons with LED status for accessibility to the following functions:
 - Disable/Enable
 - Bypass Output
 - Lamp Test
 - Trouble Acknowledge
 - Alarm Acknowledge
 - Custom-defined

Application

The S3 Series Fire Alarm and Life Safety System is an easy-to-use intelligent fire alarm solution designed for the small to mid-sized buildings. Analog technology delivers the benefits of a simple system installation, while a user-friendly interface makes panel operation and system maintenance quick and intuitive.

Smart Panel Programming

Using Boolean logic programming, the installer may customize the system to precisely suit the needs of the building owner. Auto-programming allows the installer to instantly locate all the devices on the SLC loop.

Simple, Intuitive Display

The front panel display provides a user-friendly interface for the operator's control. A 4.3" (10.922 cm) color touchscreen displays system status, event details and service modes. On the front of the panel, six LEDs show the following conditions.

- Fire
- Hazard (Gas or CO)
- Supervisory
- Silenced
- AC Power
- Trouble

Five custom programmable switches allow the user quick access to common functions specific to the building like device disable, output bypass and device status.

Perfect for Retrofits

The S3 Series is well-suited for retrofit applications. The SLP provides a simple way to upgrade your fire protection system. It is designed to be an upgrade solution for the legacy FCI, 7100 and Gamewell, 602 Series panels. An added feature is the SLP's EEOL. Using EEOL, the installers can automatically identify the EOL for existing audible/visual appliances.

Flexibility for Future Growth

The S3 Series can be expanded to add a second SLC loop without replacing the entire system. Using the RPT-E3-UTP Network Repeater, you can network up to 64 nodes (122 nodes with the ANX node expander) using either twisted-pair or fiber-optic. The built-in Ethernet port allows the connection to the Gamewell-FCI's FocalPoint Graphical Workstation.

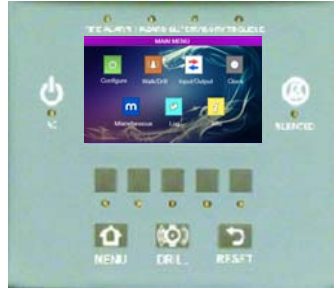


Figure 1 LCD-SLP Display

Optional Accessories

DACT-E3 - Dialer

The Digital Alarm Communication Transmitter sends digital signals over telephone lines to the central station. It connects to the SLP through an RS-485 bus. Using the Contact ID format, the DACT-E3 provides a four-digit account code followed by the code/numbers listed below:

- Three-digit Event Code
- Two-digit Group Number
- Three-digit Contact Number

All codes are used to provide specific point identification. The DACT-E3 is compatible with digital alarm communicator receivers (DACRs) that receive the following signaling formats:

- Contact ID
- 3+1
- SIA
- 4+2

For more information, refer to the following data sheets:

- DACT-E3 Data Sheet, P/N: 9020-0610

RPT-E3-UTP - Network Repeater Card

The Network Repeater allows the SLP fire control panels to connect to the broadband network from remote locations. It connects to other networked units using unshielded, twisted-pair wiring. The RPT-E3-UTP is available with two add-on fiber modules:

- FML-E3 connects to the network using either 62.5/125 micron multi-mode fiber.
- FSL-E3 connects to the network using 9/125 micron single-mode fiber.

Refer to the following data sheets:

- RPT-E3-UTP Data Sheet, P/N: 9020-0609.
- FML-E3/FSL-E3 Data Sheet, P/N: 9021-60783

LCD-7100 - Remote Annunciator

The Remote serial display features an 80-character display. The LCD-7100 can be surface or flush-mounted on a standard 4-gang electrical box. You can use up to five LCD-7100 remote annunciators per SLP panel. For more information, refer to the LCD-7100 Data Sheet, P/N: 9020-0486.

ASM-16 - Addressable Switch/LED Module

There are 16 programmable switches available to perform any function the application requires. Each ASM-16 switch has 3 LEDs fully programmable in red, yellow, and green. These LEDs can be programmed to operate with a certain button press or operate independently as a status signal (e.g. ON, OFF, Activated, etc). Up to 16 ASM-16 modules can be connected to the SLP panel. For more information, refer to the ASM-16 Data Sheet, P/N: 9020-0554.

ANU-48 - 48 LED Driver Unit

The ANU-48 provides output for eight remote panel switches and 48 remote LEDs for use in a remotely located UL® Listed annunciator enclosure. Up to 16 ANU-48 modules can be connected to the SLP panel. For more information, refer to the ANU-48 Data Sheet, P/N: 9020-0596.

Figure 2 illustrates the S3, SLP-BB Cabinet Enclosure.

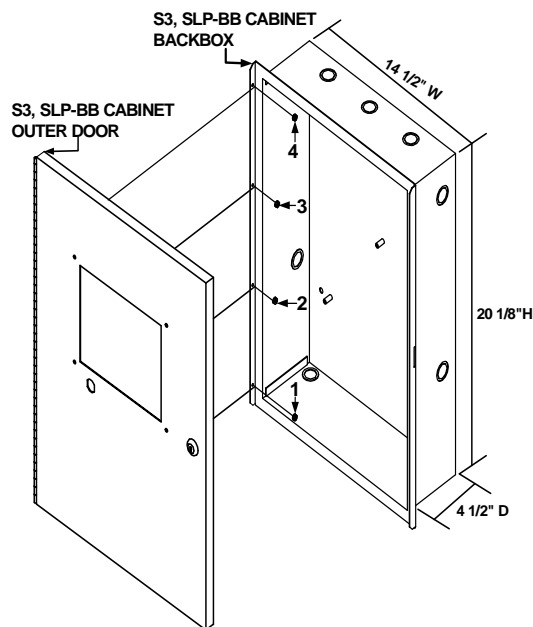


Figure 2 S3, SLP Enclosure

Ordering Information

SLP-BLK: SLP addressable FACP in black S3, SLP-BB enclosure. Requires either an SLC-PM or an SLC95-PM for SLC loops.

SLP-RED: SLP addressable FACP with red door and black S3, SLP-BB backbox. Requires either an SLC-PM or an SLC95-PM for SLC loops.

SLP-RED-G: SLP addressable FACP 240VAC power supply with red door and black S3, SLP-BB backbox. Requires either an SLC-PM or an SLC95-PM for SLC loops.

SLC-PM: System Sensor Loop Card - 1 loop used for 159 sensors and 159 modules. For use with the S3 panels only.

SLC95-PM: Apollo Loop Card-1 loop used for 126 sensors and modules. For use with the S3 panels only.

Accessories

DACT-E3: Digital Dialer Communicator Transmitter for the S3 or E3 Series.

LCD-SLP: LCD Color Touchscreen display with five programmable switches. For use with the S3 Series panels. Remote announcement requires the E3 Series A2 cabinet. (E3BB-BA2, E3BB-RA2)

RPT-E3-UTP: Network repeater card with twisted-pair, fiber connections. Requires either an FML-E3 or an FSL-E3 card.

FML-E3: Multi-mode fiber-optic card for one channel on the RPT-E3-UTP.

FSL-E3: Single-mode fiber-optic card for one channel on the RPT-E3-UTP.

SLP-RB: SLP motherboard

For use with the replacement or the retrofit solutions.

FLPS-7-RB: SLP 120VAC 7A power supply.

For use with the replacement or the retrofit solutions.

SLP-RETROFIT: SLP Retrofit Kit for the 7100 B-Slim and IF602 panels. Includes the new door and the mounting plate. Requires the following:

- SLP-RB
- SLC95-PM
- SLC-PM
- FLPS-7-RB
- LCD-SLP

S3BB-RB: SLP red cabinet with an inner door for the mounting display behind the locked, plexi-glass door.

Requires the following:

- SLP-RB
- SLC95-PM
- SLC-PM
- FLPS-7-RB
- LCD-SLP

LCD-7100: Remote Serial LCD Annunciator

ASM-16: Remote Programmable Addressable Switch/LED Module

ANU-48: Remote LED Driver Module

Figure 3 illustrates the various S3 Series configuration options that are available.

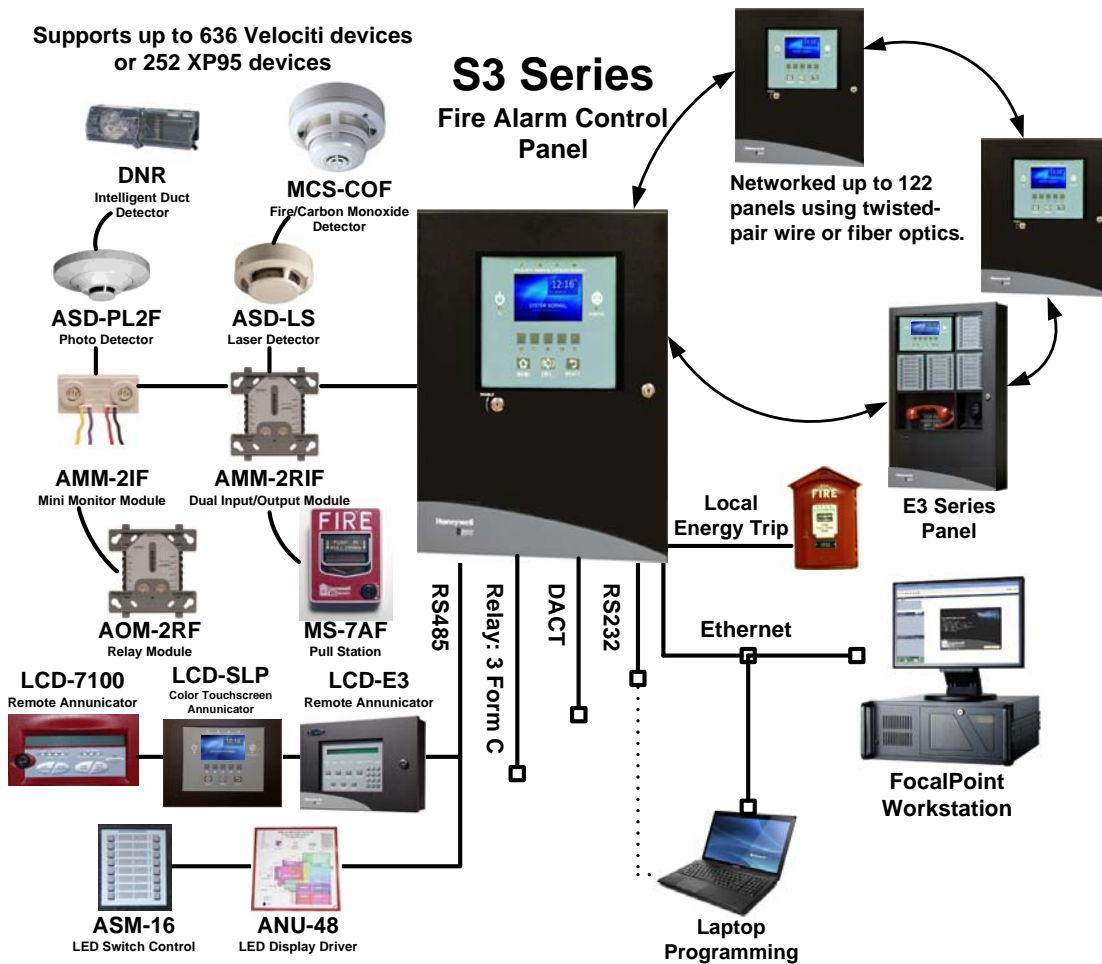


Figure 3 S3 Series Panel Configuration Options

S3 Series Control Panel Technical Specifications

SYSTEM

Device Loops: Up to two Class A or B, System Sensor units, each loop supports up to 318 device addresses. OR-

Apollo units, each loop supports up to 126 device addresses per loop.

NAC Circuits: Four Class B or 2 Class A (2.0 A each circuit), 6.0 A total

NAC Operating Voltage: 24 VDC

NAC Minimum Voltage: 19.5 VDC @ 20.4 V battery voltage

SLC Loop Circuit Operating Voltage: 24 V peak-to-peak

Input Voltage: 120 VAC, 60 Hz 240 VAC 50-60 Hz

Input Current: 120 VAC, 2.75 amps max. 240 VAC, 1.4 amps max.

Aux Power (Resettable): Two Auxiliary circuits, 24 VDC, 1.75 A

Aux Power

Supervised

Class 2 Power-Limited

(Non-Resettable): (maximum current of 1.75 is shared between two circuits).

Base Panel Current Draw:

Standby: 0.111 amps

Alarm: 0.243 amps

Operating Temperature: 32°-120° F (0°-49° C)

Relative Humidity: 93% (non-condensing)

Battery Charger Voltage: +24 VDC

Battery Charger Capacity: 55 A/H batteries (cabinet accommodates 12 A/H batteries)

Alarm, Trouble & Supervisory Relay Contacts: Form-C, 2 amps @ 24VDC (resistive)

Cabinet Dimensions:

S3, SLP-BB Dimensions: 14 1/2"Wx20 1/8"Hx4 1/2" D
(36.83W x 51.18 H x 11.43 D cm)

S3BB-RB Dimensions: 19 3/8"Wx19 3/8"Hx4.5" D
(49.22 W x 49.22 H x 11.43 D)

TEMPERATURE AND HUMIDITY RANGES

This system meets NFPA requirements for operation at 0 – 49°C/32 – 120°F and at a relative humidity 93% ± 2% RH (non-condensing) at 32°C ± 2°C (90°F ± 3°F). However, the useful life of the system's standby batteries and the electronic components may be adversely affected by extreme temperature ranges and humidity. Therefore, it is recommended that this system and its peripherals be installed in an environment with a normal room temperature of 15 – 27°C/60 – 80°F.

For more information

Learn more about Gamewell-FCI's S3 Series Control Panel and other products available by visiting www.Gamewell-FCI.com

Honeywell Gamewell-FCI

12 Clintonville Road

Northford, CT 06472-1610

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www.honeywell.com

STANDARDS

The S3 Series Control Panel is designed to comply with the following standard:

UL Standard: UL 864 9th Edition

AGENCY LISTINGS AND APPROVALS

These listings and approvals apply to the modules specified in this document. In some cases, certain modules or applications may not be listed by certain approval agencies, or listing may be in process. Consult the factory for the latest listing status.

UL Listed: S1869

FM Approved

MEA FDNY: COA 6162

CSFM: 7165-1703:0176

City of Chicago Approved: Class 1

Reference Certificate of Compliance: VMA 45894-02C

ISO 9001 Certification

For a complete listing of all compliance approvals and certifications, please visit: <http://www.gamewell-fci.com/en-US/documentation/Pages/Listings.aspx>

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LCD-SLP

LCD Touchscreen Annunciator Display

General

The Gamewell-FCI, Liquid Crystal Display, Smart Loop Panel (LCD-SLP) is a touchscreen annunciator display used with the S3 Series and E3 Series® Systems. The LCD-SLP provides an easy-to-use, intuitive interface for the operator's control. The 4.3" (10.92 cm) color touchscreen display shows the following:

- System Status
- Event Details
- Service Modes

The following identify the LED Indicators that display on the panel.

- AC (green)
- Fire Alarm (red)
- Hazard (blue)
- Supervisory (yellow)
- Trouble (yellow)
- Silenced (yellow)

The five fully-programmable front panel switch/LED combinations provide a direct access to perform the following tasks:

- Device Bypass
- Lamp Test
- Enable/Disable Groups or Devices

The display features the following physical switches.

- Menu
- System Reset
- Drift Walk Test
- Five Programmable Switches

Installation

The LCD-SLP panel's adaptable design allows it to be mounted in a variety of S3 Series, E3® Series or Retrofit cabinet installations. For additional information, refer to the E3 Series Cabinets Data Sheet, P/N:9020-0649.

- S3 Series Cabinets
 - SLP-BB basic system enclosure
 - S3BB-BB/S3BB-RB system enclosure
- E3 Series® Cabinets
 - AA size cabinet (E3BB-BAA, E3BB-RAA)
 - A2 size cabinet (E3BB-BA2, E3BB-RA2)
 - A size flush cabinet (E3BB-FLUSH-LCD)
 - B-Slim cabinet (E3BB-RBSLIM)
 - B size cabinet (E3BB-BB, E3BB-RB)
 - C size cabinet (E3BB-BC/INCC, E3BB-RC/INCC)
 - D size cabinet (E3BB-BD/INCC, E3BB-RD/INCC)
- Retrofit Cabinets
 - 600-RETROFIT
 - 7200-B-RETROFIT
 - 7200-C-RETROFIT

Ordering Information

LCD-SLP: LCD Touchscreen display unit

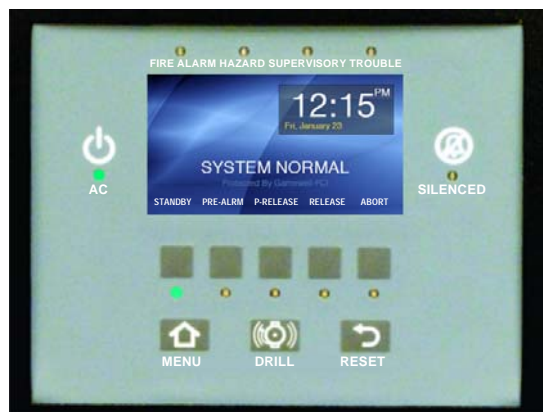
E3BB-BA2: Remote enclosure with inner door, black, one LCD slot

E3BB-RA2: Remote enclosure with inner door, red, one LCD slot

E3BB-FLUSH-LCD: Remote flush mounting enclosure, black, LCD slot

FEATURES & BENEFITS

- Listed per ANSI/UL® Standard 864 9th Edition
- UL Listed and FM approved for Pre-Action/Deluge and Agent Releasing
- Provides 4.3" (10.92 cm) color touchscreen display of System Events
- Includes five custom function buttons with LEDs for direct access to system controls.
- Shows the Hazard LED to indicate gas, carbon monoxide or other toxic gases
- Both the E3 Series (ILI-MB-E3/ILI95-MB-E3) and the S3 Series (SLP) support up to 15 LCD-SLP displays via the RS-485 serial interface
- Offers the following installation options:
 - Locally mounted in the E3 Series and S3 Series panels
 - Remotely mounted in the E3 Series, A2 cabinet
 - LCD Flush enclosure
- Displays the following six LED indicators:
 - AC Power
 - Alarm
 - Hazard
 - NAC Silence
 - Supervisory
 - Trouble



LCD-SLP

LCD-SLP Technical Specifications

SPECIFICATIONS

Operating Voltage: 24 VDC FWR

Operating Current: 0.030 amp

Alarm Current: 0.065 amp

Operating Temperature: 32°to120° F (0°to49° C)

Relative Humidity: 0 to 93%,non-condensing at 90° F (32° C)

TEMPERATURE AND HUMIDITY RANGES

This system meets NFPA requirements for operation at 0 – 49°C/32 – 120°F and at a relative humidity 93% ± 2% RH (non-condensing) at 32°C ± 2°C (90°F ± 3°F).

However, the useful life of the system's standby batteries and the electronic components may be adversely affected by extreme temperature ranges and humidity. Therefore, it is recommended that this system and its peripherals be installed in an environment with a normal room temperature of 15 – 27°C/60 – 80°F.

STANDARDS

The LCD-SLP is designed to comply with the following standard:

UL Standard: UL 864 9th Edition:

AGENCY LISTINGS AND APPROVALS

These listings and approvals apply to the modules specified in this document. In some cases, certain modules or applications may not be listed by certain approval agencies, or listing may be in process. Consult the factory for the latest listing status.

UL Listed: S1869

FM Approved

MEA FDNY: COA # 6162

CSFM: 7165-1703:0176

City of Chicago Approved: Class 1

Reference Certificate of Compliance: VMA 45894-02C

ISO 9001 Certification

For a complete listing of all compliance approvals and certifications, please visit:

<http://www.gamewell-fci.com/en-US/documentation/Pages/Listings.aspx>

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For more information

Learn more about Gamewell-FCI's LCD-SLP and other products available by visiting www.Gamewell-FCI.com

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Honeywell

SLC-PM/SLC95-PM

SLC Personality Loop Modules

General

The Gamewell-FCI®, S3 Series (Small Addressable Fire Alarm Control Panel) signaling line circuits (SLCs) provide the communication between the S3 Series fire alarm control panel and the SLC devices. Each SLP-E3 (Smart Loop Panel) main board supports either one or two of the following plug-in SLC-Personality Modules.

- SLC-PM (Signaling Line Circuit Personality Module)
- SLC95-PM (Signaling Line Circuit-95-Personality Module)

The SLC-PM/SLC95-PM modules provide one SLC loop in Class B or Class A wiring.

The SLC-PM supports the following devices:

- Up to 318 System Sensor Velociti® devices.
 - 159 sensors and 159 modules
- Up to 198 System Sensor CLIP devices.
 - 99 sensors and 99 modules

The SLC95-PM supports the following devices:

- Up to 126 Apollo XP95 devices.
 - 126 sensors and modules

Installation

The SLC-PM/SLC95-PM modules are designed to be plugged into the Smart Loop Panel-Main Board (SLP-E3). This feature allows you to expand the S3 Series (Small Addressable Fire Alarm Control System) without the need to remove or replace hardware.

Ordering Information

SLC-PM: System Sensor, Signaling Line Circuit-Personality Module with up to 318 devices

SLC95-PM: Apollo SLC Personality Module with up to 126 devices



SLC-PM (System Sensor)



SLC95-PM (Apollo)

FEATURES & BENEFITS

- Listed per ANSI/UL® Standard 864 9th Edition
- SLC-PM supports the System Sensor Velociti protocol using up to 318 devices
 - Uses up to 159 sensors and 159 modules
- SLC95-PM supports the Apollo XP95 protocol using up to 126 devices
 - Uses up to 126 sensors and modules
- Supports Class A or Class B Wiring
- Offers a simple, plug-in installation feature

SLC-PM/SLC95-PM Technical Specifications

SYSTEM

	SLC-PM	SLC95-PM
Operating Current:	0.014 amp	0.016 amp
Alarm Current:	0.014 amp	0.016 amp
Line Impedance:	40 Ohms	
Line Capacitance:	0.5 uf max.	
Operating Voltage:	24 VDC FWR	
Operating Temperature:	32° to 120° F (0° to 49° C)	
Relative Humidity:	0 to 93%, non-condensing at 90° F (32° C)	

TEMPERATURE AND HUMIDITY RANGES

This system meets NFPA requirements for operation at 0 – 49°C/32 – 120°F and at a relative humidity 93% ± 2% RH (non-condensing) at 32°C ± 2°C (90°F ± 3°F).

However, the useful life of the system's standby batteries and the electronic components may be adversely affected by extreme temperature ranges and humidity. Therefore, it is recommended that this system and its peripherals be installed in an environment with a normal room temperature of 15 – 27°C/60 – 80°F.

STANDARDS

The SLC-PM/SLC95-PM are designed to comply with the following standard:

UL Standard: UL 864 9th Edition

AGENCY LISTINGS AND APPROVALS

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For more information

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