

LOS RIOS COMMUNITY COLLEGE DISTRICT

1919 Spanos Court, Sacramento, CA 95825
Phone (916) 568-3071 FAX (916) 568-3145
Purchasing Department



Sacramento City College American River College Cosumnes River College Folsom Lake College

ADDENDUM NO. 3

ISSUE DATE: April 11, 2017

District Wide Elevator Maintenance

LRCCD BID NO. 17015

Issued By:

LOS RIOS COMMUNITY COLLEGE DISTRICT
1919 Spanos Court, Sacramento, CA 95825
Phone (916) 568-3071 Fax (916) 568-3145

This addendum forms a part to the Contract Documents. The addendum items supersede and supplement all portions of the bidding documents with which it conflicts. All workmanship, materials, appliances and equipment which may be included in the following addendum items shall be of the same relative quality as described for similar work set forth in the general or main specifications of which these addendum items shall be considered a part.

This Addendum has been acknowledged in the space provided on the Bid Form and is considered part of the bid documents.

This Addendum consists of 73 pages.

- 1. DELETE AND REPLACE PROJECT MANUAL WITH VERSION DATED 4/11/2017.**
- 2. DELETE ADDENDUM #1 DATED 3/10/17.**

3. **REQUEST FOR INFORMATION #1: Please clarify the “Total Bid” calculation on Bid Form (Page 10 of 39). As there are no current “alternates” listed, then the Base Bid amount will be the same as the Total Bid amount?**

RESPONSE #1: CONFIRMING THE BASE BID WILL BE THE SAME AS THE TOTAL BID AMOUNT.

4. **REQUEST FOR INFORMATION #2: Please confirm that the hourly rates provided in the table on this same page will be for reference only, and not factored into Total Bid amount. If hourly rates are included in Total Bid amount or award calculation, please provide the formula for this calculation or assessment.**

RESPONSE #2: CONFIRMING HOURLY RATES WILL BE FOR REFERENCE ONLY.

5. **REQUEST FOR INFORMATION #3: The General Conditions sections (47 pages) has numerous references and sections that apply to construction projects. This RFP is for a service agreement, and many of these do not apply. Please confirm that the following sections do not apply to this service agreement. If they will remain and do apply, please provide clarifications on how they will be applicable.**

Builders’ Risk Insurance (page 7)

All references to Inspector of Record (IOR), architect and consultant(s). (Various sections)

All references to damages (liquidated or otherwise) pertaining to not meeting Time and schedule criteria. (Various sections). This is important to clarify if this contract will contain any damage provisions, and if so, how they would be interpreted and enforced when using a construction and construction agreement language to govern a service agreement. Would be difficult to agree to open-ended damage provisions if there is no project-specific terms and clarity on what the damage would be and how they would be enforced.

All references to Construction Change Directive and Force Account (pages 16-20). How would the Claims and Notice of Potential Claims (NOPC) sections be enforced under this service agreement (pages 21 to 32)?

RESPONSE #3: REFER TO GENERAL CONDITIONS REVISION DATE 4/11/17.

6. **REQUESTS FOR INFORMATION #4: Like the General Conditions section, the “Division 1 – General Requirements” section also has multiple references to construction-related activities, requirements and policies. Please confirm that the following items do not apply, and if they do, please advise how they would apply to the Service Agreement:**

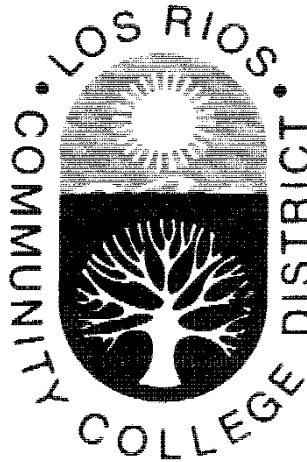
- a. **Progress payments**
- b. **Unconditional Waivers and Release documentation**
- c. **Coordination of non-elevator related trades (HVAC, Mechanical, Fire Sprinkler, Plumbing and Electrical) – (Section 01 31 13)**
- d. **Submits, Schedules and Related Reports (Section 01 32 16 and Section 01 33 00)**
- e. **Job Security and Site Controls (Section 01 50 00)**
- f. **Closeout Documentation and Submittals (Section 01 77 00 and Section 01 78 00)**

RESPONSE #4: REFER TO PROJECT MANUAL DATED 04/11/17

- 7. REQUEST FOR INFORMATION #5: Call back Services are defined in this Bid (section “Elevator Contract” page 7 of 15 number 9). Please verify that these call back services are only non-billable for services covered under the agreement. If, for example, the Callback due to vandalism, water damage, or power spikes the Callback will be billable as the contractor has no control over these scenarios.**

RESPONSE #5: REFER TO PROJECT MANUAL DATED 04/11/17.

END OF SECTION.



PROJECT MANUAL

REVISION DATE 04/11/2017

DISTRICT WIDE ELEVATOR MAINTENANCE

LOS RIOS COMMUNITY COLLEGE DISTRICT
BID #17015

PREPARED BY:

LOS RIOS COMMUNITY COLLEGE DISTRICT
1919 Spanos Court, Sacramento, CA 95825
Phone (916) 568-3071 ~ Fax (916) 568-3145

(Issued 3/17/17)

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Division 0—Contract Documents

NOTICE TO CONTRACTORS

District Wide Elevator Maintenance Bid # 17015

Notice is hereby given that the Board of Trustees of the Los Rios Community College District (District) will receive sealed bids for a lump sum contract according to the specifications prepared for Los Rios Community College District and described in general as: Elevator Maintenance District Wide – Bid # 17015.

The work shall consist of, but not limited to the maintenance of the entire elevator system District Wide to include American River College (ARC), Cosumnes River College (CRC), Sacramento City College (SCC), Folsom Lake College (FLC), El Dorado Center (EDC), Natomas Center, McClellan Center, Ethan Way Center, West Sacramento Center, Davis Center, Tribute Rd., Elk Grove Center & Rancho Cordova Center.

The Contractor shall include in the bid all labor, tools, transportation, equipment, services, incidentals, taxes and materials for a complete and working project in conformance with the Contract Documents. The Contractor shall complete and submit Appendix A, and Section 121C “Billing Rates” from the Project Manual with the bid.

The estimated construction cost of this project is \$130,000.00. The time allowed for completion is 365 calendar days from the Notice to Proceed or completed by June 30, 2018.

Work to be performed under the Contract Documents requires a California State License Board Specialty Contractor, Elevator Contractor, C-11, to be held by the bidding contractor. Effective July 1, 2014, all contractors and subcontractors who intend to bid on or perform work on public works projects must register and pay a fee to the Department of Industrial Relations pursuant to Labor Code section 1725.5 and provide evidence of registration for contract award. This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

A pre-bid project conference is scheduled for Wednesday, March 29, 2017, 10:00 A.M. Attendance at the pre-bid conference is strongly recommended, as it may be the only opportunity for bidders to review the bidding documents with the Consultants and District. All interested parties should report to the Campus Police Department to obtain a temporary parking pass and directions to the job walk location, Sacramento City College, 3835 Freeport Blvd., Sacramento, CA 95822.

Bids must be received at the Los Rios Community College District Facilities Management Office during the business hours of 8:00 AM through 4:30 PM, Monday through Friday, holidays excepted.

US Mail
TO: LRCCD Board of Trustees
Attn: Purchasing Dept.
3753 Bradview Drive
Sacramento, CA 95827

Hand Delivered
TO: LRCCD Board of Trustees
Attn: Purchasing Dept.
3753 Bradview Drive
Sacramento, CA 95827

Bids will be accepted until Thursday, April 20, 2017, 1:00 P.M. at which time bids will be opened and read aloud at the address listed above in the Conference Room. No faxed bids will be accepted. Bids shall be submitted in a sealed envelope with the bid number, project name, and the bidder’s name, license number & address clearly marked on the front of the envelope. For purposes of the bid opening, the time of day shall be as shown on the public clock located at the same office as listed above.

Each bidder must submit a bid to the District on the bid forms provided in the Contract Documents. Said bid must be accompanied by one of the following: cash, cashier's check, certified check, or original bid bond in the amount of ten percent (10%) of the lump sum bid, and made payable to the Los Rios Community College District. A surety, duly admitted to do business in the State of California by the California State Insurance Commissioner and rated no less than A-7 by AM Best, must issue bid bonds. A duly authorized principal of the bidder must sign said bid bond. The successful bidder must be able to bond 100% of the project cost and will be required to furnish payment and performance bonds with the executed Contract Documents.

Pursuant to section 1770, and following, of the California Labor Code, the Contractor shall pay not less than the prevailing rate of per diem wages as determined by the Director of the California Department of Industrial Relations. Copies of such prevailing rate of per diem wages are on file at the General Services Office of the Los Rios Community College District, 1919 Spanos Court, Sacramento, CA 95825. Those copies shall be made available to any interested party upon request. Independent of any other liability that may attach or be assessed, the Contractor shall forfeit, as penalty to the Los Rios Community College District, Fifty Dollars (\$50.00) for each calendar day or portion thereof, for each worker paid less than the stipulated prevailing rates, with Certifiable Payroll, for any work done under the contract by him/her or by any subcontractor under him, in violation of the provisions of such Labor Code.

Bona fide California licensed contractor bidders may secure copies of the proposed Project Manual/Specifications and Drawings from:

ARC - Central 801 Broadway
Sacramento, CA 95818
Phone: 916-443-1322
Fax: 916-325-2455
Web: www.e-arc.com/ca/sacramento
❖ No partial sets will be issued.
❖ Call for applicable charges.
❖ All charges are Non-Refundable.

Drawings and specifications may be examined at the following plan rooms:

Sacramento Builders' Exchange
1331 T Street
Sacramento, CA 95814-7107
Phone: (916) 442-8991

Sacramento Builders' Exchange
151 N. Sunrise Ave., Suite 511
Roseville, CA 95661
Phone: (916) 782-4762

Placer County Builders' Exchange
231 Cherry Avenue, Suite 101
Auburn, CA 95603
Phone: (530) 889-3953

El Dorado Builders' Exchange
3430 Robin Lane, Suite 7
Cameron Park, CA 95682
Phone: (530) 672-2955

All inquiries regarding this bid should be directed via phone (916) 568-3071 or fax (916) 568-3145 to Kim Carrillo, Senior Buyer / Contract Specialist, Los Rios Community College District.

The Los Rios Community College District and its Board of Trustees reserves the right to reject any or all bids received and/or waive any minor irregularity of a bid as the public good may require. All bids will remain subject to acceptance for 90 days after the day of the bid opening.

Dated: 3/17/17

INSTRUCTIONS TO BIDDERS

(1) All portions of the bid form must be completed before the bid is submitted. Failure to do so may result in the bid being rejected as non-responsive. Attached to and submitted with the bid form, bidder shall provide the completed Contractor Qualifications, Non-Collusion Declaration signed by bidder, Statement of Compliance, Designation of Subcontractors, Bid Form, and the appropriate bid security. Failure to submit all required documents may result in the bid being rejected as non-responsive.

(2) An original of the bid form shall be filled in and submitted as the bid.

(3) Los Rios Community College District may have obtained one or more report(s) which are identified as follows: N/A. The report(s) may contain facts that may materially affect bidders' bids. In addition, District has constructed other public works projects throughout the District, and obtained reports and other information in the course of the design and construction of those other public works construction projects, all of which may contain facts that may materially affect bidders' bids. Bidders are strongly encouraged to inspect all of District's reports, records and documents referred to above.

(4) A pre-bid conference has been scheduled at the site of the work; all bidders, subcontractors, material suppliers and others who may be working on the work of improvement are strongly encouraged to attend this pre-bid conference. Due to the facts and circumstances of this particular project, the pre-bid conference may be the only opportunity to conduct the pre-bid investigation of the site and satisfy the pre-bid obligations set forth in these Contract Documents. If a bidder (or others) attend the entirety of a scheduled pre-bid conference and need additional time to complete their investigation of the site, bidder must notify the District in writing, via certified or registered mail, no less than two days after the pre-bid conference, to request additional time. The written request must include an estimate of the amount of additional time required by bidder.

(5) Prior to submitting a bid proposal, each bidder shall examine carefully the site of the work and the Contract Documents, and shall satisfy itself as to the character, quality, and quantity of the surface and subsurface materials or obstacles to be encountered. The submission of a bid proposal shall be conclusive evidence that the bidder has satisfied itself through bidder's own investigation as to the conditions to be encountered; the character, quality, and scope of work to be performed; the materials and equipment to be furnished; and all requirements of the Contract Documents. Where investigations of subsurface conditions have been made with respect to foundation or other structural design, and that information is made available to bidder or shown in the Contract Documents, said information represents only a statement as to the character of materials which have been actually encountered and is only made available or included for the convenience of bidders. Investigations of subsurface conditions are made for the purpose of design, and the District assumes no responsibility whatsoever with respect to the sufficiency or accuracy of borings, the log of test borings, or other investigations, or of the interpretation thereof, and there is no guarantee, either expressed or implied, that the conditions indicated are representative of those existing throughout the work, or any part of it, or that unanticipated conditions may not occur. When a log of test borings is made available to bidder or included in the Contract Documents, it is expressly understood and agreed that said log of test borings does not constitute a part of the Contract, and represents only an opinion of the District as to the character of the materials to be encountered, and is made available or included in the Contract Documents only for the convenience of the bidders. Making such information available to bidders is not to be construed in any way as a waiver of the requirement that bidders perform their own investigation, and bidders must satisfy themselves, through their own investigations, as to conditions to be encountered.

(6) Following the public opening of bids, the District may request that the apparent low bidder complete the Contractor Qualification Questionnaire included in these Contract Documents and furnish all required supporting documentation to enable the District to determine whether the apparent low bidder is qualified to perform the work described in the Contract Documents and/or is a responsible contractor. By submission of a bid, bidder

agrees to complete the Contractor Qualification Questionnaire, furnish all required attachments, sign the Contractor Qualification Questionnaire, all in strict conformance with the requirements of the Contract Documents and Contractor Qualification Questionnaire, and return to the District's Representative within ten days of District's request. If bidder fails or refuses to complete the Contractor Qualification Questionnaire, furnish all required attachments, sign the Contractor Qualification Questionnaire, or return it to the District's Representative within ten days of District's request, bidder will not be considered for award of the contract, and further, bidder agrees that the Los Rios Community College District may award the work to another bidder, call for new bids, or such other action as the District deems appropriate. In such event, the bidder shall be liable to the Los Rios Community College District for the difference between the amount of the disqualified bid and the larger amount for which the District procures the work plus all of the District's costs, damages, expenses and liabilities.

(7) If for any reason the District elects to not award the contract to the apparent low bidder, the District may request in writing that the apparent second lowest bidder complete the Contractor Qualification Questionnaire and furnish all required supporting documentation to enable the District to determine whether the second low bidder is qualified to perform the work described in the Contract Documents. If for any reason the District elects to not award the contract to the apparent second lowest bidder, the District may request the third lowest bidder to complete the Contractor Qualification Questionnaire and furnish all required supporting documentation, and so on.

(8) If the District receives from a bidder within the time set forth in these Contract Documents, a complete Contractor Qualification Questionnaire and all required supporting documentation as required by the Contract Documents, and if the District determines that a bidder is not qualified to perform the work required by the Contract Documents, and if the District elects to not award the Contract to that bidder, the District will promptly return that bidder's bid security.

(9) All Bid protests shall be filed in writing with the Purchasing Department, Los Rios Community College District, 1919 Spanos Court, Sacramento, California, 95825 by personal delivery or certified or registered mail, so that it is received by Los Rios Community College District, not later than five (5) working days after the bid opening or three (3) working days after bid submissions are made available to the public, whichever date is later.

(10) Intentionally left blank.

(11) Bidder shall carefully review all plans and specifications, prior to submitting its bid, to determine if there are any discrepancies, inconsistencies, disagreements, errors or omissions therein. If any such discrepancies or apparent errors are found in the Contract Documents prior to the date of bid opening, bidders shall submit a written request for clarification to the District Purchasing Department, which response to said request will be given in the form of addenda to all bidders, if time permits. Otherwise, in figuring the work, bidders shall consider that any discrepancies or conflict between Contract Documents shall be governed by Article 8, Intent of Plans and Specifications, and Article 12, Conformance with Codes and Standards, of the General Conditions. To the fullest extent permitted by Public Contract Code section 1104 and applicable law bidder/contractor hereby waives any claim and any damages therefor arising out of or connected in any way with any claimed or actual discrepancy, disagreement, inconsistency, error or omission in the plans and specification, of any nature whatsoever, which reasonably could have been discovered by a reasonably prudent bidder upon a careful examination prior to submission of its bid. The correction of any discrepancies in, or omissions from the drawings, specifications, or other Contract Documents, or any interpretation thereof, during the bidding period will be made only by a written addendum issued by the District. Any other interpretation or explanation of such documents will not be considered binding.

(12) The Contractor's bid proposal shall be made on the form provided, with all items filled out, and properly signed. The bid proposal shall be signed in longhand, by the Contractor if an individual, by a member of the partnership, or by an officer of a corporation authorized to sign contracts in its behalf. If made by a

corporation, the bid proposal shall show the name of the State under the laws of which the corporation is chartered or organized. Bidders are warned against making erasures or alterations of any kind on their bid proposal. Bid proposals which contain omissions, erasures, alterations, conditions, or additions not called for, may be rejected. The bid proposal shall be enclosed in a sealed envelope having the bid number, name of the Project, as it appears on the bid proposal, and the name, license number and address of the bidder shown thereon.

(13) In accordance with California Public Contract Code, Chapter 4 (commencing with section 4100), Part 1, Division 2 (Subletting and Subcontracting Fair Practices Act), each bid proposal shall have listed on the form provided with the bid proposal: (a) the name, license number, whether the DIR registration is verified, and location of the place of business of each subcontractor who will perform work or labor or render service to the general contractor, in or about the construction of the work or improvement, or a subcontractor licensed by the State of California, who, under subcontract to the general contractor, specially fabricates and installs a portion of the work or improvement according to detailed drawings contained in the plans and specifications, in an amount in excess of one-half of one percent (0.5%) of the general contractor's total bid, and (b) the portion of the work which will be done by each subcontractor. The Contractor shall list only one subcontractor for each such portion as defined by the Contractor in Contractor's bid. For each subcontractor, Contractor shall verify the subcontractor has registered pursuant to Labor Code 1725.5. If Contractor fails to specify a subcontractor for any portion of the work to be performed under this Contract in excess of one-half of one percent (0.5%) of the total bid, Contractor agrees to perform that portion itself.

(14) A bid proposal may be withdrawn at any time prior to the hour fixed in the Notice to Contractors for the opening of bids by a written request of the bidder, filed with the District. The withdrawal of a bid will not prejudice the right of a bidder to file a new bid proposal within the time prescribed.

(15) Bid proposals will be opened and read publicly at the time and place indicated in the Notice to Contractors, or as soon thereafter as is reasonable. Bidders or their representatives and others interested are invited to be present.

(16) The proposal must be accompanied by cash, a bid bond, certified check, or cashier's check in an amount not less than ten percent (10%) of the amount bid. The bid's bond must be on the form furnished by the District and signed in favor of the District, and the certified check or cashier's check must be made payable to the Los Rios Community College District. The bidder shall pay to the District such sums from said cash, bond, certified check, or cashier's check as necessary to reimburse the District for costs incurred for failure of the successful bidder to complete, sign and return in strict compliance with these Contract Documents, all documents required by these Contract Documents. The amount of said cash, bond, certified check, or cashier's check shall not be deemed to constitute a penalty or liquidated damages. The District shall not be precluded by such cash, bond, certified check, or cashier's check from recovering from the defaulting bidder damages in excess of the amount of said cash, bond, certified check, or cashier's check incurred as a result of the failure of the successful bidder to complete, sign and return in strict compliance with these Contract Documents, all documents required by these Contract Documents.

(17) After the bid proposals have been opened and read, they will be checked for accuracy and compliance with these Contract Documents. Bid prices shall include everything necessary for the completion of construction and fulfillment of the Contract, including, but not limited to, furnishing all materials, equipment, tools, excavation, sheeting, bracing and supports, plant labor and services, except as may be provided otherwise in the Contract Documents. When a price is quoted in both words and figures, the words shall prevail in case of a discrepancy. Bid prices shall include allowance for all taxes, including, but not limited to, all federal, state, and local taxes. The District expressly reserves the right to reject any and all bid proposals; to waive any minor irregularity in a bid; and to accept one schedule of a bid proposal and reject another.

(18) The bidder shall be licensed under the provisions of Chapter 9, Division 3, of the Business and Professions Code of the State of California to do the type of work contemplated in the Project, and shall be skilled and regularly engaged in the general class or type of work called for under this contract. All contractors and subcontractors must be registered and qualified to perform public work pursuant to Labor Code section 1725.5.

(19) More than one bid proposal from any individual, firm, partnership, corporation, or association, under the same or different names, will not be considered. Reasonable grounds for believing that any bidder is interested in more than one bid proposal for the work will cause the rejection of all bid proposals in which such bidder is interested. If there is reason to believe that collusion exists among the bidders, none of the participants in such collusion will be considered. Any bid proposal in which the prices obviously are unbalanced may be rejected.

(20) Attention is directed to the provisions of Public Contract Code section 5100, and following, concerning relief of bidders, and in particular to the requirement therein that if the bidder claims a mistake was made in Contractor's bid, the bidder shall give the District written notice within five (5) days after opening of the bids of the alleged mistake, specifying in the notice in detail how the mistake occurred.

(21) Award of the Contract, if awarded at all, will be to the lowest responsive responsible bidder whose bid proposal complies with the specified requirements. The award, if it be awarded, will be made by the District within ninety (90) days after opening of the bid proposals. The low bid will be determined by adding the sum of the base bid and all alternates (if any). The District reserves the right to include in the Contract, if a Contract is awarded, the base bid only, or the base bid plus any alternate bid or combinations of alternates bid.

(22) When the award of the contract has been made, the bid proposal guarantees accompanying the three lowest bids shall be retained. All other guarantees for bids not to be further considered in making the award will be returned. The retained guarantees will be returned when the Contract has been fully signed.

(23) A Contract shall be signed by the successful bidder in quadruplicate on the form provided and returned, together with Certificates of Insurance, within ten (10) days after receipt of the forms. After signing by the District, one copy shall be returned to the Contractor. If the bidder to whom the award is made fails or refuses to enter into the Contract within ten (10) calendar days from the time the Contract forms are first received by the Contractor, Section 16, shall be triggered and these Instructions to Bidders shall apply. The District may then award the Contract to the second lowest responsive responsible bidder. This will be done after the failure or refusal of the low bidder to enter into the Contract, as is convenient for the District. If the second lowest responsive responsible bidder fails or refuses to enter into the Contract, then Section 16 of these Instructions to Bidders shall apply to that Contractor. The District may then award the Contract to the third lowest responsive responsible bidder and so on.

(24) Contractor shall, before beginning the work, provide District with a list of all subcontractors and material suppliers that Contractor intends to use on or about the work whose contribution is in excess of five (5) percent of the total bid, including for each listed subcontractor or supplier, the amount of the subcontract, the subcontractor or material supplier's address, telephone number, facsimile number, its contractor's license number and DIR number (where applicable).

APPRENTICESHIP CLAUSE: If box is checked, the following also applies:

(25) In order to ensure enhanced job safety and the quality of work by properly trained certified electrical contractors, a minimum of fifty percent (50%) of all journeyman electricians utilized by Contractor shall be graduates of a State of California Approved Apprenticeship Program. A minimum of fifteen percent (15%) of the jobsite electricians utilized by the Contractor shall be OSHA 10-hour General Industry Safety & Health Certified. Further, Contractor shall use at least one jobsite electrician who shall be OSHA 30-hour General Industry Safety and Health Certified.

BID FORM

FOR: District Wide Elevator Maintenance Bid # 17015

SUBMIT BID TO:

If US Mail
TO: LRCCD Board of Trustees
Attn: Purchasing Dept.
3753 Bradview Drive
Sacramento, CA 95827

If Hand-Delivered
TO: LRCCD Board of Trustees
Attn: Purchasing Dept.
3753 Bradview Drive
Sacramento, CA 95827

LOCATION OF BID OPENING:

Los Rios Community College District Facilities Management
Purchasing Department
3753 Bradview Drive
Sacramento, CA 95827

BID FROM:

(Name of firm submitting Bid Proposal)

(Address)

(City, State, Zip Code)

(Telephone)

(Fax)

DATE BID SUBMITTED: _____

NOTE:

(1) All portions of the bid form must be completed before the bid is submitted. Failure to do so may result in the bid being rejected as non-responsive. Attached to and submitted with this bid form, bidder must provide the completed Contractor Qualifications, Non-Collusion Declaration signed by bidder, Statement of Compliance, Designation of Subcontractors-Bid Form, the appropriate bid security and any other documents required by the Contract Documents. Failure to submit all required documents may result in the bid being rejected as non-responsive.

(2) The bidder agrees that each addendum received and acknowledged herein shall become a part of and included in this bid proposal. The bidder agrees the bid proposal includes the following addenda
(SEPARATELY LIST EACH ADDENDUM RECEIVED):

Addendum No. _____ Dated: _____

Addendum No. _____ Dated: _____

Addendum No. _____ Dated: _____

Addendum No. _____ Dated: _____

Addendum No. _____ Dated: _____

Addendum No. _____ Dated: _____

The bidder agrees to perform the **Base Bid** work for the lump sum of:

_____ Dollars \$ _____
(Specify total dollar amount in words printed or typed) (In figures)

The initial base labor amount is \$ _____. This represents the Maintenance Mechanic's hourly wage with associated cost fringe benefits.

TOTAL BID: _____ Dollars \$ _____

Total bid amount shall include the base bid amounts and the sum of all alternates.

The lowest responsive bid shall be determined based on the sum of the base bids, all additive and all deductive alternates (if any).

(3) There is herewith enclosed cash, a bid bond for the benefit of, or a certified check or cashier's check for ten percent (10%) of the amount of the bid submitted, made payable to Los Rios Community College District in the amount of:

_____ Dollars \$ _____
(Specify total dollar amount in words printed or typed) (In figures)

(4) The bidder, having the appropriate active license required by the State of California; and having carefully read and examined the plans, specifications, and all related bidding documents as prepared by the Los Rios Community College District for the project described as: District Wide Elevator Maintenance - BID # 17015 having performed a full and complete examination of the site of the proposed work and all information available to bidder, and being familiar with all the conditions related to the proposed work, including the availability of materials, equipment, and labor, hereby offers to furnish all labor, materials, tools, transportation, services, equipment and taxes necessary to complete the work of the described project in accordance with the Contract Documents, and to complete all requirements of the Contract Documents for the sums quoted in this Bid Form. The bidder agrees that it will not withdraw its bid within ninety (90) days after the bid deadline. If the bidder is selected as the apparent lowest responsive responsible bidder, the bidder agrees, within ten (10) days after receipt of notice of selection, to sign and deliver the Contract, and to furnish Certificates of Insurance, and other required items.

(5) The bidder agrees that if the bidder is selected as the apparent lowest responsive responsible bidder, and the bidder fails to sign the Contract and furnish the Certificates of Insurance, or any other required items in proper form and in proper amounts within the time limit specified in the Contract Documents, the Los Rios Community College District may award the work to another bidder or call for new bids. In such event, the bidder shall be liable to the Los Rios Community College District for the difference between the amount of the disqualified bid and the larger amount for which the District procures the work plus all of the District's costs, damages, expenses and liabilities arising from bidder's failure to sign the Contract and/or furnish the required documents.

(6) The bidder, if awarded the Contract, agrees to complete all work required by these Contract Documents, in strict compliance with these Contract Documents, within the prescribed calendar days from the start date specified in the Notice to Proceed.

Elevator Maintenance
District Wide
Bid 17015

By: _____
(Signature) (Print Name)

(Title)

By: _____
(Signature) (Print Name)

(Title)

(If signature is by other than the sole proprietor, general partner, or corporate officers, attach an original Power of Attorney.)

The Los Rios Community College District and its Board of Trustees reserves the right to reject any or all bids received and/or waive any minor irregularity of a bid as the public good may require.

CONTRACTOR QUALIFICATIONS

This form must be completed, signed by bidder, and submitted to Los Rios Community College District along with bidder’s bid. Failure to complete, sign and submit with bidder’s bid may result in bidder’s bid being rejected as not responsive.

Los Rios Community College District has determined that bidders must meet the following minimum qualifications to bid the work of improvement contemplated herein:

1. Have possessed a valid, active and in good standing with the State Contractor’s License Board, **Specialty Contractor, Elevator Contractor, C-11, to be held by the bidding contractor** for a minimum of 5 years.
2. Have completed to the owner’s satisfaction, no less than 3 projects as a California licensed contractor performing work of the type required under this bid, 2 of which must have an original contract price of no less than \$110,500 within the past five years prior to the date of bid opening
3. Currently (as of the date of bid opening) or within the preceding three years, not have any adverse final disciplinary actions by the Contractor’s State License Board, suspensions, disbarments, or similar proceedings (including stipulated agreements), restricting, limiting or prohibiting bidder from bidding or performing other contracts for any other public agency.
4. Currently (as of the date of bid opening), have registered and paid the fee to the Department of Industrial Relations pursuant to Labor Code section 1725.5.
5. If this contract is for goods or services of one million dollars or more (\$1,000,000), bidder is not identified on the list created pursuant to Public Contract Code section 2203, subdivision (b), as a person engaged in investment activities in Iran as described in Public Contract Code section 2202.5.

I, being the _____ (insert title, must be an officer of bidder) of bidder herein, declare under penalty of perjury under the laws of the State of California, that bidder meets all of the minimum criteria set forth above.

By: _____
(Signature) _____
(Print Name)

(Title) _____
(Date)

NON-COLLUSION DECLARATION

“NON-COLLUSION DECLARATION TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID”

In accordance with Public Contract Code Section 7106, the bidder shall include with its bid the following declaration signed under penalty of perjury:

“The undersigned declares:

I am the _____ [TITLE] of _____
[BIDDER], the party making the foregoing bid.

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

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

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on

_____ [DATE], at _____ [CITY],
_____ [STATE].”

By: _____ (Signature) _____ (Print Name)
_____ (Title) _____ (Date)

STATEMENT OF COMPLIANCE

(Company Name)

(hereinafter referred to as “prospective Contractor”) hereby certifies, unless specifically exempted, compliance with Government Code section 12990 and California Administrative Code, Title II, Division 4, Chapter 5, in matters relating to the development, implementation, and maintenance of a nondiscrimination program. Prospective Contractor agrees not to unlawfully discriminate against any employee or applicants for employment because of race, religion, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age (over 40), sexual orientation, or military or veteran status.

(Name of Official)

hereby swear that I am duly authorized to legally bind the prospective Contractor to the above-described certification. I am fully aware that this certification, signed on

_____ [DATE] in the county of _____ [COUNTY], is made under the penalty of perjury under the laws of the State of California.

(Signature)

(Title)

(Name of person signing the bid on behalf of the bidder and all general partners, if a partnership, must be included.)

BID BOND

Know all persons by these presents:

That we, _____, as Principal, and _____, as Surety, are held and firmly bound unto Los Rios Community College District, hereinafter called District, the sum of ten percent (10%) of the total bid amount of Principal for payment of which in lawful money of the United States, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

The condition of the above obligation is such that, whereas, the Principal has submitted a bid for the work described as follows: District Wide Elevator Maintenance - BID # 17015.

Now, therefore, if Principal shall not withdraw said bid within the time period specified after the bid date, as defined in the bidding documents, or within ninety (90) days after the bid date if no time period is specified, and, if selected as the apparent lowest responsive responsible bidder, Principal shall, within the time period specified in the bidding documents: Enter into a written agreement, in the form prescribed in the bidding documents, in accordance with its bid; file with the District all bonds required to be filed, including but not limited to faithful performance and payments bonds; and, furnish certificates of insurance and all other items required by the bidding documents.

In the event of the withdrawal of said bid within the time period specified, or within ninety (90) days if no time period is specified, or the failure of Principal to enter into such agreement and furnish such bonds, certificates of insurance, and all other items as required by the bidding documents, if Principal shall pay to the District an amount to the difference, between the amount specified in said bid and such larger amount for which the District procures the work covered by the bid, if the latter is in excess of the former, then this obligation shall be null and void, otherwise to remain in full force and effect.

In the event suit is brought upon this bond by District, in addition to the penal sum of this Bid Bond, Surety shall pay reasonable attorneys' fees and costs incurred by District in such suit.

Surety hereby expressly waives the provisions of California Civil Code section 2845.

In witness whereof, we have hereunto set our hands this _____ day of _____, 20____.

Principal: _____ Surety: _____
(Name of firm)

By: _____ By: _____

Title: _____ Title: _____

Broker Name or Agent Name: _____

License Number: _____

Bond or company appointment must be listed with the CA Department of Insurance Notary acknowledgments for Surety and Surety's Power of Attorney must be attached.

Address for Notices: _____

CONTRACT

District Wide Elevator Maintenance - Bid # 17015

THIS CONTRACT, made and entered into this _____ day of _____, 20____ between Los Rios Community College District, a political subdivision of the State of California, hereinafter referred to as District, and

_____, hereinafter referred to as Contractor;

WITNESSETH:

WHEREAS, the Board of Trustees of said District heretofore caused plans and specifications for the work hereinafter mentioned to be prepared, and thereafter did approve and adopt said plans and specifications; and,

WHEREAS, the Board of Trustees of said District did cause to be noticed for the time and in the manner required by law a Notice inviting sealed bids for the performance of said work; and,

WHEREAS, Contractor, in response to such Notice, submitted to the Board of Trustees of said District within the time specified in said Notice, and in the manner provided for therein, a sealed bid for the performance of the work specified in said plans and specifications, which said bid proposal, and the other bid proposals submitted in response to said Notice, the Board of Trustees of said District publicly opened and canvassed in the manner provided by law; and,

WHEREAS, Contractor was the lowest responsive responsible bidder for the performance of said work, and said Board of Trustees of said District, as a result of the canvass of said bids, did determine and declare Contractor to be the lowest responsive responsible bidder for the work and award to him/her a contract therefore.

NOW, THEREFORE, in consideration of the above, it is mutually agreed between the parties hereto as follows, to wit:

SCOPE OF WORK:

The work shall consist of, but not limited to **the maintenance of the entire elevator system DW to include American River College (ARC), Cosumnes River College (CRC), Sacramento City College (SCC), Folsom Lake College (FLC), El Dorado Center (EDC), Natomas Center, McClellan Center, Ethan Way Center, West Sacramento Center, Davis Center, Tribute Rd., Elk Grove Center & Rancho Cordova Center.**

TERMS AND CONDITIONS

This Contract, and the Contract Documents, consist of the Contract Documents identified in the General Conditions, Article 2, all of which are incorporated herein by reference as though set forth in full, and all of which are part of this Contract, and Contractor and District agree to comply with and fulfill all obligations, promises, covenants and conditions imposed upon each of them in the Contract Documents. All of said work done under this Contract shall be performed to the satisfaction of the Board of Trustees of said District, or its representative, who shall have the right to reject any and all materials and supplies furnished by Contractor which do not strictly comply with said plans and specifications, together with the right to require Contractor to replace any and all work furnished by Contractor which shall not either in Workmanship or material be in strict accordance with said plans and specifications.

Upon condition the Contractor faithfully performs its obligations herein, District agrees to authorize and make payment to Contractor (subject to the terms and conditions of the Contract Documents) the sum of:

_____ Dollars \$ _____
(Specify total dollar amount in words printed or typed) (In figures)

IN WITNESS WHEREOF, District and Contractor have caused this Agreement to be signed as of the day and year first above written.

DISTRICT:

Los Rios Community College District
by the Board of Trustees

By: _____

Date: _____

CONTRACTOR:

By: _____
(Signature of Authorized Agent)

Date: _____

(If signature is by other than the sole proprietor, general partner, or corporate officers, attach an original Power of Attorney.)

WASTE REDUCTION AND RECYCLE PROGRAM

Los Rios Community College District Board Policy P-8370

Adherence to the District's Waste Reduction and Recycle Program will be required of vendors doing business with Los Rios Community College District. Specific reporting parameters developed will be provided to vendors in order to comply with this policy.

Each campus is mandated by the state to report all waste leaving the facility to include construction waste (remodels and new construction). In order to track this, the campus contact will need weight tickets showing where the waste went and the tonnage of the material.

Weight tickets will need to be given to the construction manager on the job. The construction manager turns in all tickets to the campus contact for reporting to the California Integrated Waste Management Board (CIWMB).

This work shall consist of reporting disposal and recycling of construction solid waste. For the purposes of this section, solid waste includes demolition and construction wastes, but not hazardous waste.

SOLID WASTE DISPOSAL AND RECYCLING REPORT

On the last working day of each month the Contractor shall complete and submit to the Project Manager, "Solid Waste Disposal and Recycling Report," form quantifying solid waste generated by the work performed and disposed of in Landfills or recycled. The amount and type of solid waste disposed of or recycled shall be reported in either tonnage or cubic meters.

Full compensation for preparing and submitting the "Solid Waste Disposal and Recycling Report," form shall be considered as included in the contract price for the various items of work and no additional compensation will be allowed therefore.

If you are looking for facilities that collect specific types of construction and demolition debris for reuse or recycling, there is a database available through The California Integrated Waste Management Board. Go to: <http://www.ciwmb.ca.gov/ConDemo/Recyclers>

SOLID WASTE DISPOSAL AND RECYCLING REPORT INSTRUCTIONS

FIELD	INSTRUCTIONS
Project Name	Description of the project
Type of Work	General work description (Example: demolition, AC grinding)
Bid Number	District – Assigned Project Bid Number
Reporting Period (Month and Year): From and To	Start and end dates of the reporting quarter
Contractor Name	Contractor’s full name
Street Address, City, State, Zip	Contractor’s street address, including city, state and zip code
Phone and Fax	Contractor’s telephone and fax number
Preparer’s Signature	Signature of the person who completed the report
Date Completed	Date the form was completed
Name and Location of Recycling or Disposal Facility	Full name and address of recycling or disposal facility
Type of Material	Enter one of the following code letters: A = Asphalt C = Concrete M = Metal D = Mixed Debris W = Wood or cleared vegetation O = Other (please describe)
Type of Activity	Enter one of the following activity numbers: 1 = Source-Separated Materials Recycling 2 = On-Site Reuse 3 = Mixed Debris Recycling 4 = Reuse of Salvageable Items 5 = Disposal at Landfill or Transfer Station 6 = Other (please describe)
Amount of Material taken to Landfills	Include all material disposed of that has not been recycled, reused, etc. Quantity shall be reported in tonne or cubic meters.
Amount of Material Diverted from Landfills	Quantity shall be reported in tonne or cubic meters. If scales are available, report tonne. Attach legible copies of weight tickets, receipts or invoices that specifically identify the construction and demolition waste.

SOLID WASTE DISPOSAL AND RECYCLING REPORT INSTRUCTIONS

Project Name:		Bid Number:		
Type of Work:		Reporting Period (month and year):		
Contractor Name:		Street Address (including city, state, zip):		
Phone:				
Fax:				
Preparer's Signature:		Date Completed:		
NAME AND LOCATION OF RECYCLING OR DISPOSAL FACILITY	TYPE OF MATERIAL Enter code letter as follows: A = Asphalt C = Concrete M = Metal D = Mixed Debris W = Wood/cleared Vegetation O = Other [please describe]	TYPE OF ACTIVITY Enter number as follows: 1 = Source-Separated Materials Recycling 2 = On-Site Reuse 3 = Mixed Debris Recycling 4 = Reuse of salvageable items 5 = Disposal at Landfill or Transfer Station 6 = Other [please describe]	AMOUNT OF MATERIAL TAKEN TO LANDFILLS (in tonnage or cubic meters)	AMOUNT OF MATERIAL DIVERTED FROM LANDFILLS (in tonnage or cubic meters)

Note: According to the California Integrated Waste Management Board guidelines, rock and soil are not recycling materials.

CONTRACTOR QUALIFICATION QUESTIONNAIRE

If requested by District, bidder agrees to complete, sign and return this Contractor Qualification Questionnaire, including all required supporting documentation, within ten (10) days of being requested by District. If bidder fails or refuses to complete the Contractor Qualification Questionnaire, furnish all required attachments, sign the Contractor Qualification Questionnaire, or return it to the District within ten days of District's written request, bidder will not be considered for award of the contract, and further, bidder agrees that the District may award the work to another bidder or call for new bids. In such event, the bidder shall be liable to the District for the difference between the amount of the disqualified bid and the larger amount for which the District procures the work plus all of the District's costs, damages, expenses and liabilities.

Bidder shall fully and completely answer each question set forth below. If necessary attach additional sheets. Print or type each response. If your response to any question is "no" or "none," you must state "no" or "none." "Not applicable" or other similar response will not be accepted.

(a) State the full legal name of the bidder.

(b) State the form of the bidder's business entity. (Sole proprietorship, joint venture, partnership, corporation, or other [describe]).

(c) State the name and address of each person or other legal entity, which has a legal or equitable ownership of ten percent (10%) or more of the bidder. For each such person or legal entity, state that person or entity's ownership interest, title and responsibilities, if any.

(d) Has any person or legal entity holding a legal or equitable ownership of ten percent (10%) or more of the bidder, ever been accused of a civil violation of California Government Code section 12650, and following, (False Claims Act)? If so, describe in detail all facts, circumstances and the outcome.

(e) Has any person or legal entity holding a legal or equitable ownership of ten percent (10%) or more of the bidder, ever been determined by a public agency to not be a responsible bidder? If so, state the name, address and telephone number of the public agency, including the name of the agencies' contact person.

(f) State the bidder's contractor's license number.

- (g) State the date bidder first began business.
- (h) State any other names that bidder has used or done business under in the past five (5) years.
- (i) Describe in general, bidder's experience.
- (j) Has bidder ever failed to complete a construction contract? If so, describe in detail all facts, circumstances and the outcome.
- (k) Has bidder's control over a work of improvement, ever been terminated? If so, describe in detail all facts, circumstances and the outcome.
- (l) For each maintenance of the entire elevator system DW to include American River College (ARC), Cosumnes River College (CRC), Sacramento City College (SCC), Folsom Lake College (FLC), El Dorado Center (EDC), Natomas Center, McClellan Center, Ethan Way Center, West Sacramento Center, Davis Center, Tribute Rd., Elk Grove Center & Rancho Cordova Center that bidder has furnished labor, services, materials or equipment in the past five years, state: the name of each project; the contract amount for each project; the name, address and telephone number of the owner and owner's representative, for each project; and a general description of the work performed by bidder on each project.
- (m) For every work of improvement upon which bidder has furnished labor, services, materials or equipment in the past five years, whether completed or not, for which the bidder's original contract was equal to or greater than the amount as determined in the "Contractor Statement of Qualifications" page 13, item 2 of bid documents, state the name, address and telephone number of the owner and principal designer (architect or engineer).
- (n) For every lawsuit or arbitration between bidder and the owner of any work of improvement, limited to such lawsuits or arbitrations initiated or completed within the past five (5) years, state the name and address of the tribunal, the matter number, the parties, a general description of the nature of the dispute, and the outcome, if any.

(o) Has bidder or bidder's RMO ever been convicted of a felony? If so, describe in detail all facts, circumstances and the outcome, furnishing the name and address of the court in which the charge(s) were filed, including the matter name and case number.

(p) Has bidder ever been accused of presenting false claims to a public agency or public owner, as such claims are defined in California Government Code section 12650, et seq, or 31 United States Code section 3729, and following? If so, describe in detail all facts, circumstances and the outcome.

(q) Has any public agency ever determined or ruled that bidder is not a responsible bidder? If so, state the name, address and telephone number of the public agency, including the name of the agencies' contact person.

(r) Within the past seven (7) years, has bidder ever failed to complete a public works construction project, within the time allowed by the contract, plus written agreed upon contract time extensions? If so, state the name, address and telephone number of the owner of such public works construction project including the name of the agencies' contact person, and further, describe in detail the nature of the work of improvement.

(s) Has any surety of bidder ever paid or satisfied any claim on behalf of bidder?

(t) For each project or work of improvement that bidder is either (a) currently furnishing labor, services, materials or goods, or (b) under contract to furnish labor, services, materials or goods, state: A general description of the project; the current status of the project and bidder's work thereon; the owner's name, address and telephone number; the amount of bidder's contract on such project.

(u) State bidder's annual gross sales for each of the last five fiscal years.

(v) Contractor must furnish, YES or NO , a current financial statement. As used herein, "current financial statement" means a balance sheet and profit and loss statement prepared and presented in a format that complies with Generally Accepted Accounting Principles (GAAP), covering a period of time that is no less than the most recent fiscal year for bidder. If bidder's most recent fiscal year ended more than six (6) months prior to the date when the Contract Documents require this Contractor Qualification Questionnaire be completed and

returned to District, then "current financial statement" shall also include an interim balance sheet and profit and loss statement covering the period of time from the end of bidder's most recent fiscal year to a period of time no greater than sixty (60) days prior to the date when the Contract Documents require this Contractor Qualification Questionnaire be completed and returned to District.

All proprietary and other information received from you by the District will be disclosed upon receipt of a request for disclosure, pursuant to the California Public Records Act; provided, however, that, if any information is set apart and clearly marked "trade secret" when it is provided to the District, the District shall give notice to you of any request for the disclosure of such information. You will then have five (5) days from the date you receive such notice to enter into an agreement with the District, satisfactory to legal counsel for the District, providing for the defense of, and complete indemnification and reimbursement for all costs (including plaintiff's attorney fees) incurred by the District in any legal action to compel the disclosure of such information under the California Public Records Act. Failure to timely respond or enter into an acceptable agreement shall be deemed to be a waiver of any and all rights regarding the information designated "trade secret" by you, and such information will be disclosed by District pursuant to applicable procedures required by the Public Records Act. Upon the District's final review of any "trade secret" produced, it shall return them to you without retaining copies.

The following certification must be signed by an owner, general partner, or officer of bidder. I
DECLARE UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF

CALIFORNIA, AND DO PERSONALLY CERTIFY AND ATTEST THAT: I HAVE THOROUGHLY REVIEWED THE ATTACHED CONTRACTOR QUALIFICATION QUESTIONNAIRE AND ATTACHMENTS, IF ANY, AND KNOW ITS CONTENTS, AND SAID CONTRACTOR QUALIFICATION QUESTIONNAIRE AND ATTACHMENTS, IF ANY, ARE TRUTHFUL, COMPLETE AND ACCURATE; AND THAT DISTRICT MAY REASONABLY RELY UPON THE CONTENTS AS BEING COMPLETE AND ACCURATE; AND, FURTHER, THAT I AM FAMILIAR WITH CALIFORNIA PENAL CODE SECTION 72 AND CALIFORNIA GOVERNMENT CODE SECTION 12650, ET SEQ, PERTAINING TO FALSE CLAIMS, AND FURTHER KNOW AND UNDERSTAND THAT SUBMISSION OR CERTIFICATION OF A FALSE CLAIM MAY LEAD TO FINES, IMPRISONMENT AND/OR OTHER SEVERE LEGAL CONSEQUENCES.

EXECUTED ON THE DATE INDICATED BELOW, AT THE LOCATION INDICATED BELOW.

Dated: _____

Bidder

By:

(Signature)

(Printed Name)

(Title)

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GENERAL CONDITIONS

1. BASIC DEFINITIONS:

- 1.1. Reserved.
- 1.2. Reserved.
- 1.3. Reserved.
- 1.4. Reserved.
- 1.5. The term "Contract" means the Contract Documents.
- 1.6. The term "Contract Documents" means the documents listed in Article 2, Contract Documents, of these General Conditions, and identified as Contract Documents.
- 1.7. The term "Contract Sum" means the total compensation specified in the Contract.
- 1.8. Reserved.
- 1.9. The term "Contractor" means the person or firm identified as such in the Contract, or its authorized representative.
- 1.10. The term "Day" means "calendar day" unless otherwise specified.
- 1.11. The term "DSA" means the State of California, Division of State Architect.
- 1.12. The term "District," "LRCCD" and/or "Owner" means the Los Rios Community College District, its representatives, construction manager (if any), inspectors, agents, Trustees, officers, and employees.
- 1.13. The term "Project" means the total of the work and obligations agreed to be performed by Contractor under the Contract.

- 2. CONTRACT DOCUMENTS:** The Contract Documents consist of the Notice to Contractor; Instructions to Bidders; Bid Form; Contractor Qualifications; Non-Collusion Declaration; Statement of Compliance; Designation of Subcontractors; Contract; General Conditions; Supplementary General Conditions (if any); specifications, and drawings prepared by Los Rios Community College District and/or Consultants; any addenda issued; Change Orders; and any other documents described as such within these Contract Documents. Only documents specifically identified as Contract Documents make up the Contract and other documents not so identified are not Contract Documents.

3. SITE CONDITIONS

- 3.1. The Contractor shall immediately, and in any event, no later than 24 hours after discovery, and before the following conditions are disturbed, notify the District, in writing, of any:
 - (a) Material that the Contractor believes may be material that is hazardous waste, as defined in section 25117 of the Health and Safety Code, that is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law, including but not limited to PCB's, lead or asbestos.

- (b) Subsurface or latent physical conditions at the site which Contractor asserts differ materially from those indicated in the Contract Documents.
- (c) Unknown physical conditions at the site of any unusual nature, which Contractor asserts differ materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract Documents.
- (d) Material(s) that the Contractor believes may be material(s) of historical archaeological remains.

3.2. Reserved.

3.3. In the event that a dispute arises between the District and the Contractor whether the conditions materially differ, or involve hazardous waste, or are of historical archaeological remains, or cause a decrease or increase in the Contractor's cost of, or time required for, performance of any part of the work, the Contractor shall not be excused from any scheduled completion date required by the Contract, but shall proceed with all work to be performed under the Contract.

3.4. Nothing contained within this section or the Contract Documents relieves the Contractor of its obligations set forth in the Instructions to Bidders.

3.5. Reserved.

4. **Reserved.**

5. **Reserved.**

6. **INSURANCE:** As a part of the signing of the Contract, the Contractor shall furnish a Certificate of Insurance substantiating the fact that he/she has taken out the insurance hereinafter set forth for the period covered by the Contract with an insurance carrier admitted to do business in California, rated no less than A:VII by Bests, and acceptable to the District and under terms satisfactory to the District. Insurance industry's standard Accord Certificate of Insurance or binder forms shall bear an endorsement precluding the cancellation or reduction of coverage of any policy covered by such Certificate or binder before the expiration of thirty (30) days after the District shall have received notification of such cancellation, suspension, reduction, or voided coverage and each policy shall be endorsed to require the insurer to provide at least thirty (30) days written notice to the District prior to any cancellation, suspension, reduction, or voided coverage. Contractor shall furnish copies of his/her/its insurance policies required under this Contract to the District upon request. In the event Contractor does not have a Certificate of Insurance or binder evidencing the proper insurance coverage's, the Contractor shall not be allowed on the work site. Any deductibles or self-insured retentions must be declared to and approved by the District, including the terms and conditions that may be applicable to any self-insured retention; and in no event shall any deductible or self-insured retention program include an express or implied limitation with respect to the identity of the payee of any such amount(s). At the option of District, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the District, its trustees, officers, employees, agents, inspectors, project managers, consultants, sub consultants, their employees, and each of them, or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

6.1. The insurer shall agree to waive all rights of subrogation against the District, its trustees, officers, employees, agents, inspectors, project managers consultants, subconsultants, their employees and each of them, for losses arising from work performed by the Contractor for District.

- 6.2. All insurance policies (except the workers' compensation policy) shall be endorsed to include the Los Rios Community College District, its trustees, officers, employees, agents, and each of them, as additional insureds (using Insurance Services Organization, Inc. form CG2010 Ed. 11-85 or equivalent) to protect, as well as to provide the defense of, from all suits, actions, damages, liability, or claims of every type and description to which they may be subjected or put by reason of, or resulting from, the Contractor's performance of the Contract. With respect to claims asserted against any policy of insurance on behalf of the Contractor, Contractor's insurance shall apply as primary insurance, and any other insurance carried by the additional insureds identified above shall apply as excess and will not contribute with this insurance.
- 6.3. Each insurance policy shall include the following provisions: (1) The standard severability of interest clause in the policy and when applicable the cross liability insurance coverage provision which specifies that the inclusion of more than one insured shall not operate to impair the rights of one insured against another insured, and the coverage afforded shall apply as though separate policies had been issued to each insured; (2) It acts as primary insurance, and that no insurance held or owned by the District shall be called upon to cover, either in full or in part, any loss covered under the policy acquired by Contractor; and (3) The stated limits of liability coverage for Commercial/Comprehensive General Liability, and Business Automobile Liability, assumes that the standard "supplementary payments" clause will pay in addition to the applicable limits of liability and that these supplementary payments "are not included as part of the insurance policies limits of liability." If any of the policies indicate that defense costs are included in the general aggregate limit, then the required general aggregate limits shall be a minimum of Two Million Dollars (\$2,000,000) or more at the District's discretion.
- 6.4. If the Contractor fails to maintain such insurance, the District may take out insurance to cover damages of the below-mentioned classes for which the District might be held liable on account of the Contractor failing to pay such damages and deduct and retain the amount of the premium for such insurance from any sums due the Contractor under the Contract. Failure of the District to obtain such insurance shall in no way relieve the Contractor from any of its responsibilities under the Contract.
- 6.5. The minimum insurance coverage to be obtained by the Contractor as herein above referred to are as follows:
- (a) Commercial General Liability Insurance: (Insurance Services Organization, Inc. form CG-00-01, Ed. 10-01 or equivalent); Bodily Injury and Property Damage Liability Insurance for Premises and Operations; Personal Injury for Premises and Operations; Independent Contractors; Incidental Contracts; Contractual Liability; and Products and Completed Operations; which shall be in the amount of not less than a combined single limit of Two Million Dollars (\$2,000,000) per occurrence for one or more persons injured and property damaged on an occurrence form insurance policy. The aggregate limit of liability for products and completed operations shall not be less than Three Million Dollars (\$3,000,000).
 - (b) Business Automobile Liability Policy Insurance: Protection against loss as a result of liability to others caused by an accident and resulting in bodily injury and/or property damage, arising out of the ownership or use of any automobile (Insurance Services Organization, Inc. form CA-00-01, Ed. 10-01 or equivalent) the limits of liability shall not be less than One Million Dollars (\$1,000,000) combined single limit each accident for bodily injury and property damage combined.
 - (c) Workers' Compensation and Employers' Liability Insurance: The Contractor shall be a qualified self-insurer or shall carry full Workers' Compensation and Employers' Liability insurance coverage, either through the State Compensation Insurance Fund or a standard approved policy obtained from a

licensed insurance carrier for all persons employed, either directly or through subcontractors, in carrying out the work under this Contract in accordance with the "Workers' Compensation and Insurance Act," Division IV thereof. Employers' limits of liability shall be the prevailing statutory limits of liability.

(d) Reserved.

6.6. Any exceptions to the provisions of this Article must be delineated in the Contract Documents. In addition, it is understood and agreed that an excess insurance policy or an umbrella policy (following form) may be utilized to meet the above-required limits of liability for Commercial/Comprehensive General Liability, Business Automobile Liability policy, and the Workers' Compensation Employers' Liability.

6.7. No later than the time the Notice to Proceed is issued, or at any other time as may be directed in writing by the District, the Contractor shall provide written evidence of insurance coverages, in a form acceptable to the District (i.e., insurance certificates and policy endorsements appropriately issued), for each supplier, subcontractor and sub-subcontractor whose initial subcontract and/or purchase order price is equal to or in excess of 5% of the Contract Sum. The insurance coverages (both as to types and amounts) to be procured by each supplier, subcontractor or sub-subcontractor performing work having a value equal to or in excess of 5% of the Contract Sum shall meet or exceed the minimum insurance coverages as set forth at Article 6.5, and, further, said coverages shall otherwise fully satisfy all other insurance requirements applicable to the Contractor as set forth in this Article 6 and the Contract Documents. It shall be the obligation of the Contractor to promptly provide acceptable written evidence to the District demonstrating that each supplier, subcontractor or sub-subcontractor that will perform work having a value equal to or in excess of 5% of the Contract Sum has obtained and possesses all insurance coverages in accordance with the requirements of the Contract Documents.

7. **PRE-CONSTRUCTION CONFERENCE:** Prior to the start of construction, a conference may be called by the District or for the purpose of reviewing the construction program with the Contractor. At this conference, the sequence of work, methods of access to the construction site and temporary facilities shall be reviewed by the Contractor and District. Coordination of utilities within the project limits, including relocations and maintenance of existing facilities and additions thereto, shall be confirmed in writing by utility representatives and the Contractor at this conference, or within five (5) working days thereafter.

8. **INTENT OF PLANS AND SPECIFICATIONS:** It is the intent of these Contract Documents that the work performed under the Contract shall result in the district IO elevator equipment be maintained in first class operating condition and comply with all of the requirements of this contract so as to preserve the operating characteristics in line with the original design, and no extra compensation will be allowed for anything omitted but fairly implied. The prices paid for the various items in the bid proposal shall include full compensation for furnishing all labor, materials, tools, equipment, overhead, profit, incidentals, and doing all work necessary to complete the finished product as provided in the Contract Documents.

8.1. The specifications and drawings are intended to be explanatory of each other. Any work shown on the drawings, and not in the specifications, or vice versa, is to be treated as if indicated in both. In the case of conflict or inconsistency, the specifications shall control over the drawings. Figured dimensions shall control over scaled measurements. In all cases, the more costly or stringent interpretation is deemed to control and be the interpretation incorporated into the Contract Documents and Contract Sum.

- 8.2. Organization of the specifications into various subdivisions and the arrangement of the drawings shall not control Contractor in dividing the work among subcontractors or in establishing the extent of work to be performed by any trade.
- 8.3. Unless otherwise stated in the Contract Documents, technical words and abbreviations contained in the Contract Documents are used in accordance with commonly understood construction industry meanings, and non-technical words and abbreviations are used in accordance with their commonly understood meanings.
- 8.4. The Contract Documents may omit modifying words such as "all" and "any", and articles such as "the" and "an", but the fact that a modifier or an article is absent from one statement and appears in another is not intended to affect the interpretation of either statement. The use of the word "including," when following any general statement, shall not be construed to limit such statement to specific items or matters set forth immediately following such word or to similar items or matters, whether or not non-limiting language (such as "without limitation," "but not limited to," or words of similar import) is used with reference thereto, but rather shall be deemed to refer to all other items or matters that could reasonably be deemed to fall within the broadest possible scope of such general statement.
- 8.5. Whenever the context so requires, the use of the singular number shall be deemed to include the plural and vice versa. Each gender shall be deemed to include any other gender, and each shall include corporation, partnership, trust, or other legal entity whenever the context so requires. The captions and headings of the various subdivisions of the Contract Documents are intended only as a matter of reference and convenience, and in no way define, limit, or prescribe the scope or intent of the Contract Documents or any subdivision thereof.
- 8.6. Contractor shall assume responsibility for the design of any systems and/or fabrications needed to meet performance criterion described in the Contract Documents, including, without limitation, aspects of the Contract Documents which may require or involve the deferred approval of any portion of the work, or the design of the work, by regulatory or compliance entities. Design shall be governed by descriptive criterion specified for each item. Contractor shall also assume responsibility for temporary structures used to implement construction such as shoring and scaffolding.
9. **CLARIFICATION OF CONTRACT DOCUMENTS:** Should it appear that the work to be done, or any of the matters relative thereto, are not sufficiently detailed or explained in the Contract Documents, or in the event of any doubt or question arising respecting the true meaning of the Contract Documents, the Contractor shall apply to the District for such further explanations as may be necessary, and the District shall render his or her decisions thereon within fifteen (15) days of the District's receipt of the Contractor's Request for Information (RFI). The Contractor shall thoroughly review all RFI's submitted by subcontractors prior to submission to the District to determine whether such RFI is already answered in the Contract Documents. Contractor represents to District and District, that by submission of an RFI, Contractor has thoroughly reviewed the RFI and thoroughly reviewed the Contract Documents, and determined that the RFI is not answered or reasonably inferable in the Contract Documents, and that the RFI pertains to an unforeseen condition or circumstance that is not described in the Contract Documents, that there is a conflict or discrepancy in the Contract Documents, or there is an error or omission in the Contract Documents. In the event any RFI is answered or reasonably inferable from the Contract Documents, Contractor agrees to pay the District and District the reasonable cost for their time and expenses associated with reviewing and responding to RFI's, which are already answered or reasonably inferable from the Contract Documents. In the event of a disagreement over such compensation, the judgment of the District's construction representative shall be final and conclusive.

- 10. PLANS AND SPECIFICATIONS:** The Contractor shall retain an approved set of plans and specifications on the job at all times during the progress of the work.
- 11. SUPPLEMENTAL DRAWINGS AND INSTRUCTIONS:** In addition to the drawings incorporated in the Contract at the time of signing, the District may furnish such working drawings and supplemental drawings from time to time as may be necessary to make clear, or to define in greater detail, the intent of the Contract drawings and specifications. In furnishing such additional drawings and/or instructions, the District shall have authority to make minor changes in the work, not involving extra cost, and not inconsistent with the nature of the work. These working drawings and supplemental drawings shall become a part of the Contract Documents, and the Contractor shall make its work conform to them.
- 12. CONFORMANCE WITH CODES AND STANDARDS:** All work and materials shall be in full accordance with the latest adopted standards and regulations and Title 24 of the California Code of Regulations (including but not limited to the California Building Standards Administrative Code, the California Building Code, the California Electrical Code, the California Mechanical Code, the California Plumbing Code, the California Energy Code, the California Elevator Safety Construction Code, The California Fire Code and the California Reference Standards Code); Americans With Disabilities Act; and all other applicable codes, laws, or regulations. Nothing in these Contract Documents is to be construed to permit work not conforming to these requirements. Should Contractor discover work within the Contract Documents not in conformance with these requirements, Contractor agrees to immediately notify District in writing of said nonconformance, and to not proceed with nonconforming work. When the work detailed in the Contract Documents differs from governing codes, it is understood and agreed that the Contract Sum is based upon the more costly or expensive standard.
- 13. SUBCONTRACTORS:** Subcontracts or agreements between Contractor and any subcontractor or supplier, as well as subcontracts and purchase orders between subcontractors and suppliers of every tier, shall: (i) require each subcontractor or supplier, to the extent of the work or scope of services to be performed by the subcontractor or supplier, to be bound by the terms of the Contract Documents; and (ii) to assume all the obligations and responsibilities which Contractor, through the Contract Documents, assumes towards the Owner. This expressly includes, without limitation, all aspects of the Contract Documents regarding the performance of the Work, the indemnity and insurance provisions, and the warranties and guarantees set forth in the Contract Documents. Nothing contained in this Article shall be construed to create any contractual relationship, express or implied, between the Owner and any subcontractor or supplier.
- 14. PERSONAL ATTENTION AND SUPERINTENDENCE:** The Contractor shall give Contractor's personal attention to, and shall supervise the work to the end that it shall be diligently implemented and at all times in conformance with the Contractor's duties under Title 24, California Code of Regulations. Contractor shall keep a competent superintendent on the work at all times throughout its progress, who shall represent the Contractor in Contractor's absence, and shall have complete authority to represent and act for the Contractor. Whenever the Contractor or Contractor's superintendent is not present on a particular part of the work, the District may stop the work until the Contractor or Contractor's superintendent arrives.
- 14.1. The Contractor shall be liable for the faithful observation of any instructions delivered to Contractor or to Contractor's authorized representatives. Any order given by the District not otherwise required by the specifications to be in writing will, on request of the Contractor, be given or confirmed by the District in writing.
- 15. BEGINNING OF WORK:** The Notice to Proceed shall constitute authority for the Contractor to enter upon the site of the work and to begin operations, upon condition that the Contractor has strictly complied with all requirements of these Contract Documents, including but not limited to, furnishing all required documentation and certificates of insurance.

16. RESERVED.

17. RESPONSIBILITY FOR ACCURACY: The Contractor shall obtain all necessary measurements for and from the work, and shall check dimensions, elevations, and grades for all layout and construction work and shall supervise such work, the accuracy for all of which Contractor shall be responsible. Contractor shall adjust, correct, and coordinate Contractor's work with the work of others so that no discrepancies occur in the whole work.

17.1. Contractor shall be responsible for verifying that all information and data contained and set forth in all of Contractor's submittals that may be required by the Contract Documents comply in all respects with the Contract Documents.

18. EFFECT OF INSPECTION OR USE: Neither the inspection by District, nor any measurement, approved modification, submittal, shop drawing, order, or certificate, nor acceptance of any part or whole of the work, or payment of money, nor any possession or use by the District or its agents, shall operate as a waiver of any provisions of the Contract or of any power or authority reserved therein, or of any right to damages there under; nor shall the waiver of any breach of this Contract be held to be a waiver of any subsequent or other breach.

19. INSPECTIONS.

19.1. The inspection of the work by District, or its consultants, does not relieve the Contractor of any of Contractor's obligation to fulfill the Contract as prescribed. Any work, materials, or equipment not meeting the requirements and intent of the Contract Documents shall be rejected, and unsuitable work or materials shall be made good, notwithstanding the fact that such work or materials may have previously been inspected or approved and payment therefore may have been made. If nonconforming work, materials, or equipment not meeting the requirements and intent of the Contract Documents is discovered, and the Contractor fails to remedy the nonconforming work, materials, or equipment, or the District agrees in writing to accept the nonconforming work, materials, or equipment, Contractor agrees to reimburse District in a sum equal to the cost to remedy the nonconforming work, materials, or equipment. It is expressly understood and agreed that the District will be entitled to recover from Contractor the full cost of remedying nonconforming work, materials, or equipment, and that diminution in value will not be considered as a method for valuing the District's damages for nonconforming work, materials, or equipment, and further that the doctrine of economic waste will not be a defense to the District's recovery from Contractor of the full and complete cost and expense of remedying nonconforming work, materials, or equipment.

20. RESERVED.

21. RESERVED.

22. MEANS AND METHODS: District will not have control over, be in charge of, nor be responsible for construction means, methods, techniques, sequences, or procedures, or for the safety precautions and programs in connection with the work, since these are solely Contractor's responsibility, unless otherwise required by the Contract Documents.

23. TIME: Time is of the essence in the performance of this Contract.

23.1. Notice to Proceed: District's Notice to Proceed will state the first Day of the Contract Time. Notwithstanding other provisions of the Contract Documents, District is not obligated to accept or to pay for Work provided by the Contractor prior to the first Day of the Contract Time designated in the

Notice to Proceed, whether or not District has knowledge of the furnishing of such Work. Unless otherwise stated in the Contract Documents or Directed by District, Contractor must begin Work within 10 Days following the start date for the Work as stated in the Notice to Proceed. The Contractor will not be allowed on the site of the Work until the Contractor's Contract Bonds and insurance comply with requirements of the Contract Documents.

24. RESERVED.

25. RESERVED.

26. RESERVED.

27. RESERVED.

28. FALSE CLAIMS: California Penal Code section 72, provides that any person who presents for payment with intent to defraud any district board or officer, any false or fraudulent claim, bill, account, voucher, or writing, is punishable by fines not exceeding ten thousand dollars (\$10,000.00) and/or imprisonment in the state prison.

29. PAYMENTS: Contractor warrants and represents that upon submission of an application for payment, all work for which certificates of payment have been previously issued and payment has been received from District, shall be free and clear of all claims, stop notices, security interests, and encumbrances in favor of Contractor, subcontractors or other persons or firms entitled to make claims by reason of having provided labor, materials, or equipment related to the work and all work covered by that application for payment has been performed in strict compliance with the Contract Documents.

30. COST AND PRICING DATA: All cost and pricing data submitted by the Contractor to the District with respect to any change, prospective or completed, or any claim for extra compensation shall be a true, complete, accurate, and current representation of actual cost and pricing of the work. The District or its authorized representative may require a formal certification as to cost and pricing data submitted by the Contractor. Certification shall be in the form acceptable to District.

31. PROCEED WITH WORK: Notwithstanding any Change Order or Construction Change Directive, or the existence of any dispute or Claim, Contractor shall not cause any delay, cessation, or termination in or of Contractor's performance of the work, but shall diligently proceed with performance of the work in accordance with the Contract Documents.

32. ACCESS TO RECORDS: The Contractor must maintain all books, records, documents, electronic data, and other information directly pertinent to the performance of the Work, all in accordance with generally accepted accounting principles and practices consistently applied, and which shall include, without limitation, all bid worksheets, bids and bid files, subcontractor bids and proposals, estimates, cost accounting data, accounting records, payroll records, time sheets, cancelled checks, profit and loss statements, balance sheets, general ledgers, job cost reports, Project correspondence including, but not limited to, all correspondence and communications between Contractor and its sureties and subcontractors/vendors, Project files, scheduling information, and other records of the Contractor and all subcontractors, suppliers, fabricators, or materialmen directly or indirectly pertinent to the Work, original as well as change and claimed extra work, to verify and evaluate the accuracy of cost and pricing data and/or schedule impacts submitted with any Application for Payment, Change Order or Change Order Request, prospective or completed, or any Claim(s) for which additional compensation or an extension of Contract Time has been requested, or Notice of Potential Claim which has been or will be tendered. The Contractor must also maintain all financial information and data, in hard copy and electronic formats, used by the Contractor as it pertains to the Project and the discharge of the

Contractor's obligations under the Contract Documents. The District or its representative shall be allowed have access upon 24 hours advanced written notice, at all times during normal business hours, to all Contractor's documents and data referenced herein (in both hard-copy and electronic formats), as well as all of Contractor's books, summary reports, records, accounts, estimates, documents, detailed financial information, certified payroll records, and all other relevant information and documentation for the purposes of inspection, audit, and copying. Electronic data and information shall be made available for inspection, audit, and copying in addition to any hard copies of said documents, records and data, even if originals and/or hard copies are also produced. The Contractor will, at no cost to District, provide proper facilities for such access, inspection and copying purposes. However, the costs associated with the reproduction of such data shall be borne by the District.

- 32.1. The documents, records and data referenced in this Article 32, which must be maintained and produced for inspection, audit, and copying, shall include not only original documents, records and data and/or hard-copies of the same, but also any and all documents, records and data which are kept on computer hard-drives, disks, tape or digital back-up, servers or networks in their native electronic format.
- 32.2. Contractor agrees to include and make the requirements of this section applicable to all Subcontracts (of any tier), agreements/contracts or purchase orders pertaining to the performance of the Work in excess of \$10,000.
- 32.3. Contractor agrees to provide all information and reports (in hard copy and electronic formats) resulting from its access to records of lower tier entities and/or suppliers to the District within the time periods set forth above.
- 32.4. Records as maintained in the Contractor's ordinary course of business (i.e., paper format, electronic format or both) must be maintained and made available during the performance of Work and for five (5) years after Final Payment, and until final settlement of all disputes, Claims, or litigation, whichever occurs later. In addition, those records which relate to any portion of the Contract Documents, to any Change Order or Change Order Request, to any dispute, to any litigation or other legal proceeding, to the settlement of any Claim(s) arising out of such performance, or to the cost or items to which an audit exception has been taken, must be maintained and made available until Final Payment or final resolution of such dispute, litigation, Claim(s), whichever occurs later.
- 32.5. The right of access provisions of this Article shall apply to all records, including all financial records and data compilations, pertaining to the Contractor's performance of the Work:
 - a. to the extent the records pertain directly to Contract performance, or the performance of any subcontractor (of any tier), supplier, fabricator, or materialman;
 - b. to the extent required for verification of the costs incurred where such costs are the basis for billings pursuant to this Contract, including Applications for payment and evaluation of Change Orders Requests and Claims;
 - c. to the extent there is any indication to the District of a violation of the California False Claims statute or that fraud, gross abuse, or corrupt practices may be involved; and/or
 - d. if the Contract is terminated for default or convenience.
- 32.6. The parties agree that in the event Contractor or any subcontractor (of any tier), supplier, fabricator, or materialman fails to comply with this Article, it would be difficult for the District to determine its

actual damages; therefore, Contractor agrees to pay District, as liquidated damages, the sum of Two hundred Dollars (\$200.00), which Contractor agrees is reasonable under the circumstances, for each and every calendar day which Contractor or a subcontractor, supplier, fabricator, or materialman fails or refuses to provide the District, and/or their authorized representatives, access to the materials specified in this section.

32.7. Access to records is not limited to the required retention period(s) as set forth in the Contract Documents or as otherwise required by applicable law. The District's Authorized Representative or designee will have access to records at any reasonable time for as long as the records are maintained.

33. DISMISSAL OF UNSATISFACTORY EMPLOYEES: If any person employed by the Contractor, or any subcontractor, shall fail or refuse to carry out the directions of the District or District; or, in the opinion of the District, is incompetent, unfaithful, intemperate, or disorderly; uses threatening or abusive language to any person representing the District on the work; or is otherwise unsatisfactory, he or she shall be removed from the work immediately, and shall not again be employed on the work.

34. TERMINATION OF UNSATISFACTORY SUBCONTRACTS: When any portion of the work which has been subcontracted by the Contractor is not being prosecuted in a satisfactory manner, the subcontract for such work shall be terminated immediately by the Contractor upon written notice from the District, and the subcontractor shall not again be employed on the type of work in which his or her performance was unsatisfactory.

35. TEMPORARY SUSPENSION OF WORK: The District shall have the authority to suspend the work wholly or in part for such period as it may deem necessary (up to 120 days), due to unsuitable weather, or to any other conditions it considers unfavorable for the suitable prosecution of the work, or for such time as it may deem necessary, due to the failure on the part of the Contractor to carry out orders given or to perform any provisions of the Contract, or for any other reason. The Contractor shall immediately comply with such written order of the District to suspend the work wholly or in part. The suspended work shall be resumed only when conditions are favorable or methods are corrected, as ordered or approved in writing by the District.

35.1. If a suspension of the work is ordered by the District due to the failure on the part of the Contractor to carry out orders or to perform any provisions of the Contract, the days on which the suspension order is in effect shall be considered working days, and shall not in any way modify or invalidate any of the provisions of this Contract, and the Contractor shall not be entitled to any damages or compensation on account of such suspension or delay.

36. TERMINATION OF CONTRACTOR'S CONTROL OVER THE WORK: Whenever, in the opinion of the District, the Contractor has failed to supply an adequate force of labor, equipment, or materials of proper quality, or has failed in any other material respect to prosecute the work with the diligence specified in the Contract; or if Contractor should refuse or fail to comply with laws, ordinances, or directions of the District; or if Contractor should fail to make prompt payments to subcontractors or for labor or materials; or otherwise be in material breach of this Contract; the District may give written notice of at least five (5) calendar days to the Contractor and Contractor's sureties that if the defaults are not remedied within a time specified in such notice, the Contractor's control over the work will be terminated.

36.1. If the Contractor should be adjudged a bankrupt, or make an assignment for the benefit of Contractor's creditors, or if a receiver should be appointed on account of Contractor's insolvency, the District may declare the Contractor's control over the work terminated, and so notify the Contractor and Contractor's sureties.

- 36.2. Upon such termination, the District may take possession, and use all or any part, of the Contractor's materials, tools, equipment, and appliances upon the premises to complete the work; the District assuming responsibility for the final relinquishment of such equipment at the conclusion of the work, or sooner, at its option, in as good condition as when it was taken over, reasonable wear and tear excepted; and the District agrees to pay for such materials and the use of said equipment at a reasonable compensation.
- 36.3. Reserved.
- 36.4. If the Contractor's control over the work is terminated as provided above, the Contractor is not entitled to receive any portion of the amount to be paid under the Contract until it is fully completed. After completion, if the unpaid balance exceeds the sum of the amount expended by the District in finishing the work, plus all damages sustained, or to be sustained, by the District, plus any unpaid claims on account of labor, materials, tools, equipment, or supplies contracted for by the Contractor for the work herein contemplated, the excess not otherwise required by these Contract Documents to be retained shall be paid the Contractor. If the sum so expended exceeds the unpaid balance, the Contractor is liable to the District for the amount of such excess.
- 36.5. The District reserves the right to terminate the work for its convenience upon written notice to Contractor. Upon such termination, Contractor agrees to waive any claims for damages, including loss of anticipated profits, on account thereof; and, as the sole right and remedy of Contractor, the Contractor shall be paid its reasonable, actual and direct costs for that portion of the work performed to the date of termination, reasonable costs associated with demobilization, plus fifteen percent (15%) of all such direct costs for overhead and profit. However, in no event shall the costs paid to Contractor pursuant to this Article exceed the costs (exclusive of any overhead and mark-up) allocated to those portions of the work performed to the date of termination as set forth in Contractor's accepted cost-loaded schedule of values. Upon this written notice, Contractor shall, unless the notice directs otherwise, do the following: (1) Immediately discontinue the work to the extent specified in the notice; (2) Place no further orders or subcontracts for materials, equipment, services, or facilities, except as may be necessary for completion of such portion of the work as is not discontinued; (3) Promptly cancel, on the most favorable terms reasonably possible, all subcontracts to the extent they relate to the performance of the discontinued portion of the work; and (4) thereafter do only such work as may be necessary to preserve and protect work already in progress and to protect materials, plants, and equipment on the Project site or in transit thereto. In no event shall District be liable for costs incurred by Contractor or subcontractors after the date of the notice of termination. Such non-recoverable costs include, but are not limited to, anticipated profits on contract, post termination employee salaries, post-termination administrative expenses, post-termination or unabsorbed overhead, costs of preparing and submitting bid, attorney's fees or other costs related to prosecution of a claim or lawsuit. In determining the amount due Contractor hereunder, there shall be deducted all unliquidated advance or other payments on account made to Contractor applicable to the terminated portion of the contract, and any claim which the District may have against Contractor.
- 36.6. In the event that a termination for cause is determined to have been made wrongfully or without cause then the termination shall be treated as a termination for convenience and the Contractor shall have no greater rights than it would have had if a termination for convenience had been effected. Any Contractor claim arising out of a termination for default shall be made in accordance with the provisions of the Contract Documents governing claims and calculated in accordance with the provisions of the Contract Documents on Change Orders and claims. No other loss, cost, damage, expense, or liability may be claimed, requested or recovered by Contractor.

- 37. FINAL INSPECTION, FIELD ACCEPTANCE, AND ACCEPTANCE:** Final acceptance by the District shall cause the commencement of guarantee periods.
- 38. CLEANING UP:** Throughout the construction period, the Contractor shall keep the site of the work in a presentable condition, dispose of any surplus materials, clean out all drainage ditches and structures, and repair any fences or other property damaged during the progress of the work, to the satisfaction of the District.
- 38.1. Upon completion of the work, and prior to requesting final inspection, the Contractor shall thoroughly clean the site of the work of all rubbish, excess material, and equipment, and all portions of the work shall be left in a neat and orderly condition. The final inspection will not be made until this has been accomplished.
- 38.2. If Contractor fails or refuses to fulfill these obligations to the District's satisfaction, District may, at its option, undertake these obligations, and withhold the cost of performing these obligations, plus an additional fee of twenty-five percent (25%) for administrative costs, from payments to Contractor.
- 39. COMPLIANCE WITH LAWS AND REGULATIONS:** The Contractor shall keep himself fully informed of, and shall observe and comply with, and shall cause any and all persons, firms, or corporations employed by Contractor or under him, to observe and comply with all State and federal laws, and county and municipal ordinances, regulations, orders, and decrees which in any manner affect those engaged or employed in the work, or the materials used in the work, or which in any way affect the conduct of the work. Particular attention is called to the following:
- 39.1. Hours Of Labor: Eight hours of labor shall constitute a legal days' work, and the Contractor or any subcontractor under him, in the performance of the Contract, shall not require more than eight hours of labor in any calendar day, and forty hours of labor in any calendar week, from any person employed by Contractor in the performance of the work under this Contract, except as permitted under the provisions of section 1815 of the Labor Code of the State of California. The Contractor shall forfeit, as penalty to the District, Fifty Dollars (\$50.00) for each worker employed by Contractor or any subcontractor under Contractor in the performance of the Contract for each calendar day during which any worker is required or permitted to labor more than eight hours and for each calendar week during which any worker is required or permitted to labor more than forty hours, in violation of the provisions of such Labor Code.
- No work other than overtime and shift work shall be done between the hours of 7:00PM and 7:00AM, except such work as is necessary for the proper care and protection of the work already performed or except in case of an emergency; excepting that overtime and shift work may be established by the Contractor as provided in Article 53.
- 39.2. Prevailing Wage: Pursuant to section 1770, and following, of the California Labor Code, the Contractor shall pay not less than the prevailing rate of per diem wages as determined by the Director of the California Department of Industrial Relations. Copies of such prevailing rate of per diem wages are on file at the office of Los Rios Community College District, 1919 Spanos Court, Sacramento, California, 95825, which copies shall be made available to any interested party on request.
- The Contractor shall forfeit, as penalty to the District, Fifty Dollars (\$50.00) for each calendar day or portion thereof, for each worker paid less than the stipulated prevailing rates for any work done under the Contract by Contractor or by any subcontractor under him, in violation of the provisions of such Labor Code.

- 39.3. Labor Discrimination: Contractor shall comply with section 1735 of the Labor Code of the State of California, which prohibits discrimination in the employment of persons upon public works upon any of the bases listed in Government Code section 12940.
- 39.4. Apprentices: Attention is directed to section 1777.5 of the Labor Code of the State of California concerning employment of apprentices, and the Contractor is required to comply with the provisions of said section.
- 39.5. Workers' Compensation: Pursuant to the requirements of section 1860 of the Labor Code, the Contractor is required to secure the payment of Workers' Compensation to Contractor's employees in accordance with the provisions of section 3700 of the Labor Code.

Prior to the commencement of work, the Contractor shall sign and file with the District a certification in the following form:

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

Said certification is included in the Contract, and signature and return of the Contract shall constitute signing and filing of the said certificate.

- 39.6. Use of Pesticides: The Contractor shall comply with all rules and regulations of the Department of Food and Agriculture, the Department of Health, the Department of Industrial Relations, and all other agencies that govern the use of pesticides required in the performance of the work on the Contract.
 - (a) Pesticides shall include, but shall not be limited to, herbicides, insecticides, fungicides, rodenticides, germicides, nematocides, bactericides, inhibitors, fumigants, defoliant, desiccants, soil sterilants, and repellents.
 - (b) Any substance or mixture of substances intended for preventing, repelling, mitigating, or destroying weeds, insects, diseases, rodents, or nematodes, and any substance or mixture of substances intended for use as a plant regulator, defoliant, or desiccant shall be considered a pesticide.
- 39.7. Payroll Records: Attention is directed to section 1776 of the California Labor Code, a portion of which is quoted below. Regulations implementing said section 1776 are located in section 16000, and sections 16401 through 16403 of Title 8, California Administrative Code. The Contractor shall be responsible for compliance by Contractor's subcontractors.
 - (a) Each Contractor and subcontractor shall keep an accurate payroll record showing the name, address, Social Security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker or other employee employed by him or her in conjunction with the public work.
 - (b) The payroll records enumerated under subdivision (a) shall be certified and shall be available for inspection at all reasonable hours at the principal office of the Contractor on the following basis:
 - (1) A certified copy of an employee's payroll record shall be made available for inspection or furnished to the employee or his or her authorized representative on request.

- (2) A certified copy of all payroll records enumerated in subdivision (a) shall be made available for inspection or furnished upon request to a representative of the body awarding the contract, the Division of Labor Standards Enforcement, and the Division of Apprenticeship Standards of the Department of Industrial Relations.
- (3) A certified copy of all payroll records enumerated in subdivision (a) shall be made available upon request by the public for inspection and copies thereof made; provided, however, that a request by the public shall be made through

either the body awarding the contract, the Division of Apprenticeship Standards, or the Division of Labor Standards Enforcement. If the requested payroll records have not been provided pursuant to paragraph (2), the requesting party shall, prior to being provided the records, reimburse the costs of preparation by the Contractor, subcontractors, and the entity through which the request was made. The public shall not be given access to the records at the principal office of the Contractor.

- (c) Each Contractor shall file a certified copy of the records enumerated in subdivision (a) with the entity that requested the records within ten (10) days after receipt of a written request.
- (d) Any copy of records made available for inspection as copies and furnished upon request to the public or any public agency by the awarding body, the Division of Apprenticeship Standards, or the Division of Labor Standards Enforcement shall be marked or obliterated 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 awarded the contract or performing the contract shall not be marked or obliterated.
- (e) The Contractor shall inform the body awarding the contract of the location of the records enumerated under subdivision (a), including the street address, city and county, and shall, within five (5) working days provide a notice of a change of location and address.
- (f) In the event of noncompliance with the requirements of this section, 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 with this section. Should noncompliance still be evident after the ten-day period, the Contractor shall, as a penalty to the state or political subdivision on whose behalf the contract is made or awarded, 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 Apprenticeship Standards or the Division of Labor Standards Enforcement, these penalties shall be withheld from progress payments then due.

The penalties specified in subdivision (f) of Labor Code section 1776 for noncompliance with the provisions of said section 1776 may be deducted from any moneys due or which may become due to the Contractor.

- 39.8. Failure to deliver to District specific information, records, reports, certifications, or any other documents required for compliance with these Contract Documents shall be considered noncompliance.
- 39.9. Contractors found by the District to be in noncompliance are to be advised of the specific deficiencies and urged to make immediate corrections. They should also be advised that monetary deductions might be made for failure to effect corrections or delinquencies.

- 39.10. Deductions for noncompliance will be in addition to all other deductions provided for in this Contract, and will apply irrespective of the number of instances of noncompliance. Deductions may be made separately and additively for each estimate period in which a new deficiency appears. When all deficiencies for a period have been corrected, the deduction covering that period will be released on the next progress payment. Otherwise, the deduction will be retained.
 - 39.11. Contractor shall not employ on the Project any subcontractor who is ineligible to perform work pursuant to California Labor Code sections 1777.1, or 1777.7.
 - 39.12. Contractor shall comply with all requirements of the District's Labor Compliance Program and all governing laws. A copy of the Labor Compliance Program may be obtained from the District if requested in writing by Contractor.
 - 39.13. To the extent the work as set forth in the Contract Documents concerns the repair or renovation of one or more roofs, and the content of the scope of work triggers the duties set forth in Public Contract Code section 3000, and following, relating to Roofing Projects, as defined therein, the parties agree that they shall fully comply with the legal requirements set forth therein.
 - 39.14. Reserved.
 - 39.15. Reserved.
 - 39.16. Equal Opportunity: Contractor shall comply with the Executive Order 11246 as currently amended and as supplemented in Department of Labor regulations (41 CFR Chapter 60), hereinafter collectively referred to as the "Regulations." Contractor, with regards to the work performed by it after award and prior to completion of the work pursuant to this Agreement, shall not unlawfully discriminate on the ground of race, color, national origin, ancestry, religion, sex, age, marital status, disability, veteran status, sexual orientation, or medical condition as defined in Section 12926 of the California Government Code. In all solicitations made by Contractor for work to be performed under any subcontract, Contractor shall notify each potential subcontractor or supplier of Contractor's obligation under this Agreement and the Regulations. Contractor shall not participate either directly or indirectly in discrimination prohibited by the Regulations.
- 40. RESPONSIBILITY OF THE CONTRACTOR:** The Contractor shall do all of the work and furnish all labor, materials, tools, equipment, and appliances, except as otherwise herein expressly stipulated, necessary, or proper for performing and completing the work herein required, including any Change Order, within the time specified.
- 40.1. If the Contractor discovers any discrepancies during the course of the work between the Contract Documents and conditions in the field, or any errors or omissions in the Contract Documents and conditions in the field, or any errors or omissions in the Contract drawings, specifications, or layout given by stakes, points, or instructions, it shall be the Contractor's duty to inform the District immediately, and the District shall promptly verify the same. Any work done after such discovery until authorized in writing by the District's will be done at the Contractor's risk.
 - 40.2. In no case shall the use of subcontractors in any way alter the position of the Contractor or Contractor's sureties with relation to this Contract. When a subcontractor is used, the responsibility for every portion of the work shall still remain with the Contractor.
 - 40.3. The Contractor shall pay, when due, all valid claims of subcontractors, suppliers, and workers with respect to the project.

The mention herein of any specific duty or responsibility imposed upon the Contractor shall not be construed as a limitation or restriction of any other responsibility or duty imposed upon the Contractor by the Contract, said reference being made herein merely for the purpose of explaining the specific duty or responsibility.

41. INDEMNIFICATION:

41.1. Contractor's Performance: To the fullest extent permitted by applicable law, Contractor shall defend, indemnify, and save harmless District (including their inspectors, project managers, Trustees, officers, agents, members, employees, affiliates, consultants, sub-consultants, and representatives), and each of them, of and from any and all claims, demands, suits, causes of action, damages, costs, expenses, attorneys' fees, losses, or liability, in law or in equity, of every kind and nature whatsoever related to, arising out of, or in connection with, Contractor's operations to be performed under this Contract, including, but not limited to:

- (a) Personal injury (including, but not limited to, bodily injury, emotional injury or distress, sickness, or disease) or death to persons, including, but not limited to, any employees or agents of Contractor, District, or any subcontractor, or sub-consultant, or damage to property of the District or any other person or entity, and inclusive of the Project and the Work itself (including loss of use thereof), arising out of or resulting from the Contract Documents and/or the performance of the Work, or, except as otherwise prescribed by applicable law, as caused or alleged to be caused in whole or in part by any negligent act or omission of Contractor, District, or anyone directly or indirectly employed by them, or anyone for whose acts they may be liable;
- (b) Penalties threatened, sought, or imposed on account of the violation of any law, order, citation, rule, regulation, standard, ordinance, or statute, caused by the action or inaction of Contractor;
- (c) Alleged infringement of any patent rights, which may be brought arising out of Contractor's work;
- (d) Claims and liens for labor performed or materials used or furnished to be used on the job, including all incidental or consequential damages from such claims or liens;
- (e) Failure of Contractor to comply with the provisions of the Contract Documents relating to insurance; and
- (f) Any violation or infraction by Contractor of any law, order, citation, rule, regulation, standard, ordinance, or statute in any way relating to the occupational, health, or safety of employees.

The obligations set forth in this section shall not be limited by the insurance requirements set forth in these Contract Documents.

Contractor's indemnification obligations will not include indemnification for claims which arise as the result of the active negligence of District, or the sole negligence or willful misconduct of District, its agents, servants or independent contractors who are directly responsible to District, or for defects in design furnished by such persons. It is intended that this Article shall comply with California Civil Code section 2782, and following, to the extent applicable to the Contractor's obligations as set forth

in this Article. If it is determined by a Court of competent jurisdiction that any aspect of this Article exceeds the restrictions or limitations under California law applicable to indemnity obligations, only that portion which exceeds the restrictions or limitations under California law shall be null and void, and all remaining indemnity obligations shall be fully enforceable to the fullest extent allowed under California law.

- 42. PERMITS AND LICENSES:** The Contractor shall procure all permits and licenses necessary for the normal conduct of its business and construction operations, and all costs associated therewith shall be paid by Contractor.

The Environmental Quality Act of 1970 may be applicable to permits, licenses, and other authorizations that the Contractor must obtain from local agencies in connection with performing the work of the Contract. The Contractor shall comply with the provisions of said statutes in obtaining such permits, licenses, and other authorizations, and they shall be obtained in sufficient time to prevent delays to the work. In the event that the District has obtained permits, licenses, or other authorizations applicable to the work in conformance with the requirements in said Environmental Quality Act of 1970, the Contractor shall comply with the provisions of said permits, licenses, and other authorizations.

- 43. PROTECTION OF DISTRICT AGAINST PATENT CLAIMS:** The Contractor shall assume all costs arising from the use of patented materials, equipment, devices, or processes used on or incorporated in the work.

- 44. PROTECTION OF WORKERS:** The Contractor shall conform to the rules and regulations pertaining to safety established by the California Division of Industrial Safety and any other governing body having jurisdiction over the work. The Contractor shall immediately replace or repair any unsafe ladder, scaffolding, shoring, or bracing, or correct any other dangerous or hazardous situation that may exist or that the District may indicate. Failure of the District to suspend the work or notify the Contractor of the inadequacy of the safety precautions or noncompliance with the law shall not relieve the Contractor of this responsibility.

44.1. The Contractor is warned that when the work involves existing sewers and appurtenances that have been exposed to sewage and industrial wastes, these facilities shall be considered contaminated with disease-causing organisms. Personnel in contact with contaminated facilities, debris, wastewater, or similar items shall be advised by the Contractor of the necessary precautions that must be taken to avoid becoming diseased. It is the Contractor's responsibility to urge his/her personnel to observe a strict regimen of proper hygienic precautions, including any inoculations recommended by the local public health officer.

44.2. Because of the potential danger of solvents, gasoline, and other hazardous material in the existing sewers and storm drain pipes; these areas shall be considered hazardous. The Contractor shall be aware of these dangers and shall comply with Article 108, "Confined Spaces," of the General Industrial Safety Orders contained in Title 8 of the California Administrative Code.

44.3. In the event that this Contract requires the excavation of any trench or trenches in excess of five feet in depth, Contractor shall prepare a detailed design plan showing the design of shoring, bracing, sloping, or other provisions to be made for worker protection from the hazard of caving ground during the excavation of such trenches. Said detailed design plan and subsequent excavating operations shall fully comply with all local, state and federal regulations including, but not limited to, the Construction Safety Orders, section 1539, Permits and section 1540 and following, Excavation.

- 45. PROTECTION OF WORK, MATERIALS AND EQUIPMENT:** The Contractor shall protect the work, materials, and equipment from damage due to the nature of the work, the action of the elements, trespassers,

or other causes. The Contractor shall properly store materials and equipment, and erect such temporary structures as are required to protect them from damage, including, but not limited to, construction fencing.

- 45.1. Contractor shall obtain permits for, install and maintain in a safe condition whatever scaffolds, hoisting equipment, barricades, walkways or other temporary structures that may be required to accomplish the work. Such structures shall be adequate for the intended use and installed and maintained in accordance with all applicable laws or regulations.
- 45.2. Contractor shall provide and maintain any and all facilities that may be required for dewatering in order that work may proceed on the project and if it is necessary for dewatering to occur continually Contractor shall provide such facilities as necessary to allow such to occur without interruption of service.
- 45.3. Contractor shall be responsible for each operation and all work, temporary and permanent. Contractor shall take whatever care is necessary to avoid damage to existing facilities or utilities to remain, whether on the Project or adjacent to it, and he shall be liable for any damage thereto or interruption of service due to his activities. Contractor shall repair or replace all damage to the satisfaction of the District without cost to the District.
- 45.4. Contractor shall provide for all shoring , bracing or underpinning necessary to protect property or improvements adjacent to the project work area shown on the drawings, and shall be responsible at Contractor's sole expense for all legal notices to adjacent owners as the law may require. Security of the job work area shall be strictly maintained by Contractor. Contractor shall be responsible for keeping all persons not directly associated with the maintenance operations from entering the job area. The Contractor shall be responsible for keeping "restricted" areas secured.
- 45.5. Contractor shall also provide temporary weather-tight enclosure of the exterior roof and walls, as the case may be, for successive areas of the building as the work progresses, including any existing facilities adjacent to or affected by the work, whether occupied by the District or not. Such weather tight enclosure shall provide for acceptable working conditions, weather protection, protection for materials, allow for effective heating and cooling and prevent entry of unauthorized persons. Contractor shall bear all costs of damage to the work or existing facilities caused by weather.

46. SANITARY PROVISIONS: Reserved.

47. EXISTING UTILITIES: Reserved.

48. COOPERATION WITH OTHERS: The District may perform other work adjacent to or within the project area, concurrent with the Contractor's operations. The Contractor shall cooperate fully with District in all operations that coincide with other work being performed, and provide District with such scheduling and other information as may be required by District to perform such other work. The Contractor shall conduct operations to minimize interference with the work of other forces or contractors performing such work. This work performed by a second contractor may include work which is incomplete or in dispute with the Contractor. Contractor shall schedule and coordinate its work in such a manner that the work of others will not be interfered with and its work will not be delayed by the work of others.

- 48.1. Any disputes or conflicts that may arise between the Contractor and any other forces or contractors retained by the District, causing delays or hindrance to each other, shall be referred to the District for resolution.

48.2. If the work of the Contractor is delayed because of any acts or omissions of any other forces or contractor, the Contractor shall on that account have no claim against the District other than for an extension of time.

49. AIR POLLUTION CONTROL: The Contractor shall comply with all air pollution control rules, regulations, ordinances, and statutes which apply to any work performed pursuant to the Contract, including any air pollution control rules, regulations, ordinances, and statutes specified in section 11017 of the Government Code. Unless otherwise provided in the Contract Documents, material to be disposed of shall not be burned.

50. WATER POLLUTION: Contractor shall comply with all rules and regulations which apply to water pollution and erosion control. If and to the extent storm water permitting, control, mitigation or discharge control is required by applicable laws Contractor shall file and obtain the Storm Water Permit, furnish all notices required under the Storm Water Permit, prepare the Storm Water Management Plan and Storm Water Pollution Prevention Plan prior to the commencement of any work and take all necessary steps to monitor, report, enforce and otherwise implement and comply with the Storm Water Management Plan and the Storm Water Pollution Prevention Plan and all applicable laws pertaining to the elimination or mitigation of storm water pollutant discharge to separate storm sewer systems or other watercourses, including, without limitation, the requirements of the State Water Resources Control Board, The Sacramento Region Water Quality Control board and municipal storm water management programs.

51. SOUND CONTROL REQUIREMENTS: The Contractor shall comply with all sound control and noise level rules, regulations, and ordinances which apply to any work performed pursuant to the Contract.

52. UNFAVORABLE WEATHER AND OTHER CONDITIONS: During unfavorable weather and other conditions, the Contractor shall pursue only such portions of the work as will not be damaged thereby. No portions of the work the satisfactory quality or efficiency of which will be affected by any unfavorable conditions shall be constructed while these conditions remain, unless, by special means or precautions acceptable to the District, the Contractor shall be able to overcome these conditions.

53. WEEKEND, HOLIDAY, AND NIGHT WORK: No work shall be done between the hours of 7:00PM and 7:00AM, or on Sundays or legal holidays, except with written permission of the District. Requests to work between 7:00 PM and 7:00 AM, or on Sundays or legal holidays must be submitted in writing at least two working days in advance of the intended work. In case of an emergency, the Contractor will be allowed to work at night or on Sundays or legal holidays, but must notify the District immediately. An emergency shall be considered an unforeseen event that poses a danger to the public or to the uncompleted work.

53.1. It is understood, however, that the Contractor may establish two or three shift operations as a regular procedure if Contractor first obtains written permission from the District. Such permission may be revoked by the District at any time, without cause, or if the Contractor fails to maintain adequate force and equipment for reasonable prosecution and to justify inspection of the work, or fails to provide sufficient artificial light to permit the work to be carried on properly and safely and to permit proper inspection.

53.2. The Contractor shall give the District two working days prior written notice of any work to be done on a Saturday, with the location and type of work to be done specified.

54. OVERLOADING: The Contractor shall determine safe loading capacities and shall not overload any structure beyond its safe capacity during construction. In addition to assuming full responsibility for bodily injury resulting from any such overloading, the Contractor shall repair to the District's satisfaction or reimburse the District for the costs of repairing damage resulting therefrom.

- 55. SUBCONTRACTING AND ASSIGNMENT:** The performance of the Contract may not be assigned except upon written consent of the District, and no assignment shall be permitted which would relieve the original Contractor or Contractor's surety of their responsibilities under the Contract.
- 56. NON-RECOGNITION OF SUBCONTRACTORS:** No subcontractor will be recognized as such, and all persons engaged in the work under this Contract will be considered as employees of the Contractor, and their work shall be subject to all the provisions of the Contract. The District and its representatives will deal only with the Contractor, who shall be responsible for the proper performance of the entire work. Except as otherwise provided in the Contract Documents, or when direct communications have been specifically authorized, the District and Contractor shall communicate through District. Communications by Contractor with the District's consultants and District's consultants shall be through the District. Communications by the District with subcontractors shall be through the Contractor.
- 57. LANDS AND RIGHTS OF WAY:** The District shall provide the lands, rights of way, and easements upon which the work under this Contract is to be done, and such other lands as may be designated on the Contract drawings for the use of the Contractor, and the Contractor shall confine Contractor's operations to within these limits.
- 57.1. The Contractor shall provide, at Contractor's own expense, any additional land and access thereto that may be required for temporary construction facilities or storage of materials.
- 58. LIABILITY OF DISTRICT OFFICIALS:** The officers, employees, agents, or representatives of the District, nor any of them, shall not be responsible for any liability arising under this Contract, except such obligations as are specifically set forth herein.
- 59. CONTRACTOR NOT AN AGENT OF THE DISTRICT:** The right of general supervision shall not make the Contractor an agent of the District, and the liability of the Contractor for all damages to persons or to public or private property arising from the performance of the work shall not be lessened because of such general supervision.
- 60. THIRD-PARTY CLAIMS:** The Contractor shall be responsible for all third-party claims, and for costs or injuries incurred by a third party which result from the operations of the Contractor, or its performance under the Contract.
- 61. GUARANTEE:** Intentionally left blank.
- 62. ASSIGNMENT OF ANTITRUST ACTIONS:** Pursuant to section 4552 of the Government Code of the State of California, the following provisions shall be a part of this Contract: In entering into a public works contract or a subcontract to supply goods, services, or materials pursuant to a public works contract, the Contractor or subcontractor offers and agrees to assign to the awarding body all rights, title, and interest in and to all causes of action it may have under section 4 of the Clayton Act (15 U.S.C. section 15), or under Cartwright Act (Chapter 2, commencing with section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services, or materials pursuant to the public works contract or the subcontract. This assignment shall be made and become effective at the time the awarding body tenders final payment to the Contractor without further acknowledgment by the parties.
- 63. LEGAL ADDRESS OF THE CONTRACTOR:** Both the address given in the Bid Form and the Contractor's office in the vicinity of the work are hereby designated as places to either of which drawings, letters, notices, or other articles or communications to the Contractor may be mailed, transmitted electronically or delivered. The mailing, electronic transmission or delivery at either of these places shall be deemed sufficient notice thereof upon the Contractor. Nothing herein contained shall be deemed to preclude

the service of any drawing, letter, notice, article, or communication to, or upon, the Contractor or Contractor's representative personally. The address named in the Bid Form may be changed at any time by written notice from the Contractor to the District.

64. SURVEYS: Intentionally left blank.

65. MATERIALS OR EQUIPMENT SPECIFIED BY NAME: Intentionally left blank.

66. PROPERTY RIGHTS IN MATERIAL: Nothing in this Contract shall be construed as vesting in the Contractor any right of property in the materials used, after they have been installed, attached, or affixed to the work, but all such materials shall be the property of the Contractor and the District jointly as their interest may appear, and cannot be removed from the work without the consent of the District.

67. CONTRACTOR'S EQUIPMENT: The Contractor shall provide adequate and suitable equipment and means of construction to meet all the requirements of the work, including completion within the time allotted. Only equipment suitable to produce the quality of work required will be permitted to operate on the project, and specific types of equipment may be requested on component parts of the work.

67.1. In any case where the use of a particular type or piece of equipment has been banned, or in cases where the District has condemned for use on the work, any piece or pieces of equipment, the Contractor shall promptly remove such equipment from the site of the work. Failure to do so within a reasonable time may be considered a breach of contract.

68. MISCELLANEOUS PROVISIONS: This Contract shall bind and inure to the heirs, devisees, assignees, and successors in interest of Contractor, and to the successors in interest of District, in the same manner as if such parties had been expressly named herein.

68.1. This Contract shall be governed by the laws of the State of California.

68.2. If any one or more of the provisions contained in the Contract should be invalid, illegal, or unenforceable in any respect, the validity, legality, and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired thereby.

68.3. This Contract constitutes the full and complete understanding of the parties, and supersedes any previous agreements or understandings, oral or written, with respect to the subject matter hereof. The Contract may only be modified by a written instrument signed by both parties.

68.4. Contractor hereby assigns to District all its first-tier subcontracts now or hereafter entered into by Contractor for performance of any part of the work. The assignment will be effective upon acceptance by District in writing, and only as to those subcontracts that District designates in writing. Such assignment is part of the consideration to District for entering into the Contract with Contractor, and may not be withdrawn.

END OF SECTION

Division I—General Requirements

SECTION 01 11 00 - SUMMARY OF WORK

1. PART 1 GENERAL

1.1. SECTION INCLUDES:

- A. Work Covered by Contract Documents.
- B. Work by Others.
- C. Contractor Use of Premises.

1.2. WORK COVERED BY CONTRACT DOCUMENTS:

- A. Outline of Work: The work to be performed by Contractor shall conform to the requirements of the Contract Documents, including but not limited to, the General Conditions, specifications, drawings, and other related documents, and include the furnishing of all labor, materials, tools, equipment, plant, and services necessary therefore and incidental thereto to complete the project. The work shall consist of, but not limited to the maintenance of the entire elevator system DW to include American River College (ARC), Cosumnes River College (CRC), Sacramento City College (SCC), Folsom Lake College (FLC), El Dorado Center (EDC), Natomas Center, McClellan Center, Ethan Way Center, West Sacramento Center, Davis Center, Tribute Rd., Elk Grove Center & Rancho Cordova Center.
- B. Project Completion Date: All work shall be completed by June 30th or 365 calendar days from the Notice to Proceed.
- C. Work Not Included: Except for such auxiliary work as shown or specified, or is necessary as part of the construction, the following is NOT included in this contract: Any work shown but marked "Not In Contract" (NIC) or otherwise designated to be done under another Contract or by the District.
- D. Location of Site: The site of the work is located at District Wide Locations listed above.

1.3. CONTRACT METHOD

- A. Construct the Work under a single Lump Sum Contract.

1.4. CONTRACTOR USE OF PREMISES

- A. Contractor shall have use of the premises as described in the Construction drawings for access to and the execution of the Work. Portion of the site beyond areas in which construction operations are indicated are not to be disturbed.
- B. Coordinate use of the premises with the acceptance of the District's Project Manager.
- C. Assume full responsibility for the protection and safekeeping of products under this Contract, stored on the site.

- D. Schedule deliveries so as to minimize space and time requirements for storage of materials and equipment on site.
- E. Move any stored products under Contractor's control which interfere with the operations of the District or a separate contractor.
- F. Obtain and pay for the use of additional storage or work areas needed for operations.
- G. Contractor shall assume all responsibility for parking his own and his subcontractors' vehicles.

1.5. SURROUNDING SITE CONDITION SURVEY

- A. Intentionally left blank.
- B. Prior to commencing the work, the Contractor, and District's representative shall tour the site together to examine and record damage to existing adjacent improvements. Provide photographs as record. This record shall serve as a basis for determination of subsequent damage due to the Contractor's operations and shall be signed by all parties making tour. Any cracks, sags, or damage to the improvements not noted in the original survey, but subsequently discovered, shall be reported to the District's Representative.

1.6. DISTRICT-FURNISHED ITEMS

- A. The District may provide equipment, furniture or casework as indicated in drawings. The Work under this contract includes providing support systems to receive District's equipment, casework, and provide mechanical and electrical connections. Installation is included as part of Work under this Contract.
 - (1) The District will arrange and pay for delivery of District-furnished items and will inspect deliveries for damage.
 - (2) The Contractor is responsible for receiving, unloading and handling District- furnished items at the site.
 - (3) The Contractor is responsible for protecting District-furnished items from damage, including damage from exposure to the elements, and to repair or replace items damaged as a result of his operations.
- B. The Contractor shall inform District in writing of Contractor requested delivery dates of District-furnished items. The Contractor is responsible for designating the delivery dates of District-furnished items in the Contractor's Construction Schedule. These delivery dates are to be based on a mutually agreed-upon schedule between the District and the Contractor.

END OF SECTION

ELEVATOR MAINTENANCE SPECIFICATIONS

for

The Vertical Transportation System at Los Rios Community College District

Elevator Service Company, (hereinafter called Contractor) shall furnish services for Los Rios Community College, (hereinafter called Owner), on the following elevator equipment located at:

Locations:

American River College (ARC) – 4700 College Oak, Sacramento, CA 95841
Cosumnes River College (CRC) – 8401 Center Pkwy, Sacramento, CA 95823
Sacramento City College (SCC) – 3835 Freeport Blvd., Sacramento, CA 95822
Folsom Lake College (FLC) – 10 College Pkwy, Folsom, CA 95630
El Dorado Center (EDC) – 6699 Campus Drive, Placerville, CA 95667
Natomas Center - 2421 Del Paso Rd., Sacramento, CA 95834
McClellan Center – 5146 Arnold Ave., McClellan, Ca. 95652
Ethan Way Center – 1410 Ethan Way, Sacramento, CA 95825
West Sacramento Center – 1115 W. Capitol Ave., W. Sac., Ca. 95691
Davis Center – 1720 Jade Street, UC Davis West Village Ca. 95616
Tribute Rd. – 1788 Tribute Rd., Sacramento, Ca. 95817
Elk Grove Center – 10051 Big Horn Blvd., Elk Grove, Ca. 95758
Rancho Cordova Center – 10259 Folsom Blvd., Rancho Cordova, Ca.95670

Equipment Description:

Per Appendix A

100. SCOPE OF WORK

- A. The entire elevator system shall be maintained as hereinafter described, in accordance with the following detailed terms: Trained employees of the Contractor will use all reasonable care to keep the elevators in proper adjustment and in safe operating condition, in accordance with all applicable Federal, State, and local laws, ordinances and regulations.
- B. This Contract establishes the minimum requirements for a full maintenance program, which shall be contracted for by the Owner with an approved Contractor. The full maintenance contract shall cover the elevator equipment identified and as specified in Appendix “A”.
- C. All elevators under this Contract shall be maintained in first class operating condition and must comply with all maintenance and other requirements of the latest revised edition (as of the date bids are taken) of California Title 8 Elevator Safety Orders, the American Society of Mechanical Engineers (ASME) Safety Code for Elevators, Dumbwaiters, Escalators and Moving Walks (ASME A17.1), ASME Inspection Manual (ASME A17.2), California Labor Code 7300 – 7324.2

and all other applicable laws including but not limited to State of California regulations, ordinances, codes, etc. Should the AHJ Elevator Inspector call for a re-inspection as a result of Contractor not performing to this contract, Contractor shall pay for the re-inspections costs. If the re-inspection is due to a building deficiency, then the Owner shall pay for the re-inspection. Contractor shall be responsible to obtain any necessary adaptive equipment if needed to work on proprietary equipment.

101. CONTRACTOR INSURANCE

- A. During the term of this Contract, the CONTRACTOR shall maintain such insurance as required by Division 0, Section 6.

102. WORK HOURS

- A. All work shall be performed during regular working hours of regular working days unless otherwise specified. Any regular time or overtime work not otherwise included in the contract shall be billed to the Owner after proper approval as an extra charge at the Contractor's billing rate as stated in section 121.
- B. The Contractor shall provide scheduled routine maintenance during regular hours for all elevators.
- C. The Contractor Agrees to spend minimum hours on preventative maintenance as indicated in the table below. The hours indicated shall be spent solely on preventative maintenance, and in no case shall hours spent on scheduled or unscheduled repairs, callbacks, testing or any other item not specifically related to preventative maintenance be counted toward the hours at each unit.

Minimum Preventative Maintenance Hours Per Month/Per Unit		
Type of Equipment	Frequency and Hours per Visit for Each Unit	Total Hours per Month Per Unit
Hydraulic	1 hour per month	1 hour
Traction	1.25 hours bi-weekly	2.5 hours
Chair Lifts/Dumbwaiters	30 Minutes Per Qtr.	N/A

- D. If additional hours are required to maintain reliability, performance and overall safe operation of the elevators, then Contractor shall perform this additional work at no extra cost to Owner.

103. INSPECTION OF EQUIPMENT AND CONDITIONS AT JOB SITE

- A. Prior to bidding, it shall be the responsibility of the Contractor to visit the job site and inspect each elevator to establish to its satisfaction the condition of the elevator equipment to be maintained and any other conditions affecting the work to be performed. The elevators are being provided in an “as-is condition”. All work to bring the elevators to the performance standard of this Contract shall be completed within the first 60 days of this Contract.

104. WIRING DIAGRAMS

- A. Contractor shall provide to the Owner a set of reproducible wiring diagrams covering all changes, modifications, etc., which take place during the Contract term. These diagrams are to be furnished to the Owner immediately following modifications.

105. PERFORMANCE CONFERENCES AND REPORTS

- A. Semi-Annually the Contractor shall meet with the Owner's representative to review performance for the previous six (6) months and to schedule major repairs contemplated during the next six (6) months. The Contractor shall submit written performance reports on forms approved by Owner within 10 days of the end of each quarter and provide access to an electronic reporting system of the elevator technicians' daily logs pertaining to services / repairs.

106. CHECKING IN AND OUT AND COMMUNICATIONS

- A. The Contractor's personnel shall report to the Owner's onsite office prior to commencing work and check out after completing the work. Contractor shall notify Los Rios Community College, Facilities Management of repairs made. This requirement applies to regular maintenance, repairs and callbacks. At time of check-in, the Owner shall provide Contractor's personnel with a list of any reported problems requiring the Contractor's attention. The Contractor shall sign in and out of logbooks kept at the management office. In the event of an emergency such as an entrapment the Contractor shall go directly to the elevator.

107. BILLING PROCEDURE

- A. Contractor shall render a monthly billing for regular monthly maintenance service, and any Owner approved extra work, broken down by building name and elevator number along with purchase order number where applicable.

108. TIME SHEETS AND MAINTENANCE RECORDS

- A. Each time an elevator is serviced, inspected, repaired, etc., whether emergency or regular, a report on an approved form shall be submitted to Owner's representative at the beginning of each month for the work performed during the previous month. The time sheet or ticket shall include the date the work was performed, a description of the work performed, the elevator number the work was performed on, along with the Owner name and number. Owner may at any time request a copy of the work order prior to the monthly report. Acceptance of work is subject to approval by the assigned Owner Representative. Signing of daily work reports is not considered approval.
- B. Records shall be maintained by the maintenance technician on the job site and made available to the Owner at all times. Records maintained on site shall be the property of the Owner. In addition to industry standards records, the maintenance technician will be required to maintain records of the following:
- The maintenance technician shall keep a record of all equipment that is not in service, including date, time, and other pertinent information.
 - The Contractor shall provide the Owner with a monthly log of all repairs and adjustments maintained under this Agreement. Logs shall be maintained, complete, on site.
 - In addition, the maintenance technician shall maintain any records, logs or information as may be requested by the Owner.

109. SCOPE OF MAINTENANCE

- A. This specification provides for complete maintenance coverage including examinations, cleaning, painting, lubrication, adjusting, parts replacement, repairs, and testing on all parts of the elevator equipment including, but not limited to, machines, machine motors, geared and gearless machines, bearings, commutators, brushes, gears, hoist ropes, compensation ropes or chains, governor ropes, thrust bearings, drive sheaves, sheave bearings, brake pulleys, brakes, brake coils, linings, motors, tachs, controllers, selectors, relays, contacts, fuses, coils solid state devices, computers, monitors, transformers, resistors, and all related control equipment. Contractor shall verify complete 24-hour phone monitoring by LRPD.
- B. It also includes safety governors, governor sheaves, car safeties, hydraulic oil, pump, motor, valves, plunger, above ground oil lines, jack packing, deflector and secondary sheaves, bearings, car and counterweight buffers, car and counterweight guide rails, limit switches, guide shoes (slide and roller), door operators, magnet frames, leveling devices, car and hall signal fixtures, push buttons, indicators, bulb replacement, remote security panel and all components, all car and hatch door equipment, contacts, interlocks, auxiliary door closing devices, infrared safety edges, fans, blowers, emergency lights, emergency phone, car frames, platforms, and all other elevator related devices. The following equipment is not included:
- (1) Car enclosures including removable panels, door panels, hung ceilings, light diffusers, fluorescent tubes, fluorescent ballasts, handrails, mirrors, carpets, tile flooring, hoistway enclosure, door panels, frames, sills, underground hydraulic jacks, and underground oil lines.

110. SCHEDULED MAINTENANCE

- A. All preventive maintenance performed by the Contractor shall be scheduled elevator by elevator prior to commencement of the work and subject to final approval of the Owner.
- B. The preventive maintenance schedule, as prepared by the Contractor, shall show Owner name, elevator serial numbers, examination frequency, examination hours and be keyed to a preventive maintenance schedule prepared for the specific equipment covered by this specification.
- (1) Examine: The Contractor shall examine the equipment on a regular interval as set forth in Section 119 of this specification,
- a) When, as a result of an examination, corrective action is found to be the responsibility of the Contractor, the Contractor shall proceed immediately to make (or cause to be made) replacements, repairs and corrections. When such work is determined not to be the Contractor's responsibility, a written report, signed by the Contractor, shall be delivered to the Owner for further action.
- b) Items of an emergency nature shall be communicated to the Owner immediately and followed up in written form.
- c) Examinations of the equipment shall follow the basic procedures recognized by the elevator service industry.
- (2) Clean: The Contractor shall clean all of the elevator equipment as well as car and hoistway door sills and grooves, elevator equipment rooms, pits, and hoistway rail equipment. Cleaning of the equipment shall occur at regular intervals sufficient in frequency to maintain a professional appearance and preserve the life of the equipment. Minimum interval shall be as set forth in Section 119 of this specification.

- (3) Lubricate: The Contractor shall lubricate all moving parts of the equipment. Lubricants shall be applied at intervals recommended by the equipment manufacturer or as dictated through use of the equipment. All lubricants shall be suitable for the purpose intended and shall meet or exceed the minimum requirements specified by the manufacturer of the equipment to which the lubricant is applied.
- (4) Adjust: The Contractor shall adjust the equipment. Adjustments shall be made as necessary and when the operation of the equipment varies from its normal or originally designed performance standards, as a result of normal wear and use. See Section 120 for performance standards.
 - a) Adjustments shall be made by qualified individuals properly equipped with tools and instruments, employed by the Contractor. Adjustments shall be made at regular intervals frequent enough to maintain the elevator in optimum operating condition.
 - b) Parts or assemblies which have worn (or otherwise deteriorated) beyond "normal" adjustment limits shall be replaced as provided for under the "Replace" and/or "Repair" section of this specification.
- (5) Replace: The Contractor shall, when required, "replace" items covered under the contract during the course of scheduled preventive maintenance when in the reasonable opinion of Owner such replacement will prevent an unscheduled elevator shutdown and/or ensure the continued normal operation of the elevator or which otherwise will extend the useful life of the elevator. All replacements shall be made using original manufacturer's parts or Owner approved equal.
- (6) Replacement and Expendable Parts: To assure the maximum use of elevators and a minimum shutdown time for emergency repairs, the Contractor shall be required to have and maintain on the job, in metal cabinets furnished by the Contractor, a supply of spare parts sufficient for normal maintenance and repair of the elevators. These spare parts and lubricants shall be equal to or better than original manufacturer's parts. All lubricants, oils and other flammable liquids shall be stored in a suitable UL listed metal cabinet.
 - a) Expendable Parts: Contacts, contact switch parts, coils, shunts; solid and braided, springs, holders, resistors, relays, lamps, condensers, control and controller transformers, fuses, motor brushes and holders for each type, any other parts required for prompt replacement to be kept onsite.
 - b) Replacement Parts: Other parts needed to insure prompt replacement in the event of elevator shutdown to be delivered within 24 hours by air or ground shipping.
 - c) Refurbished parts or parts that are equal to or better than genuine manufacture's part are acceptable and will be permitted, without prior approval.
- (7) Repairs:
 - a) Repairs which are the responsibility of the Contractor:
 - i. Repairs shall be made by the Contractor to elevator components covered by the agreement. The Contractor shall make (or cause to be made) all repairs made necessary due to normal wear and use of the elevator system. The Contractor

shall be responsible for all cost for labor, materials, expenses, and supplies that occur as a result of the stated repair.

- b) Repairs, which are the responsibility of the Owner:
 - i. Repairs shall be made by the Contractor, when authorized by the Owner, where such repairs are not included in the contract. The Contractor shall make (or cause to be made) all repairs made necessary for any reason during the term of the contract. The Contractor shall supply all labor, materials, and supplies at the Contractor's billing rates as stated in this agreement. On completion of all repair work, the Contractor shall submit to the Owner for payment an invoice detailing the nature of the work performed and related charges.
 - ii. Prior to any repairs being made by the Contractor, the Owner to obtain formal written approval to proceed.
- (8) Perform Periodic Tests: The Contractor shall, during regular business hours, perform periodic Safety Tests of the elevator components, including monthly testing of Emergency Fire Service, telephone communications, emergency car light and alarm bell. The periodic tests and cleaning shall be conducted at the frequency stated in the ASME A17.1 code and follow the procedures set forth in said code. Test results shall be recorded on forms supplied by or acceptable to the Owner. Certified copies of the completed test forms shall be submitted to the Owner.
 - a) Periodic inspections as required by city, county, state, federal government and/or insurance agencies or representatives are included in this specification. One (1) and five (5) year tests shall be included. The five-year full load and emergency standby power tests shall be performed between 6:00 pm and 7:00 am or on the weekend at no additional cost to Owner. On Hydraulic units, annual drift tests and relief valve pressure checks shall be performed on years when 5 year test is not required. Prep work and test items that do not make a loud sound or inconvenience the tenants may be performed during normal working hours, if scheduled with the building.
- (9) Callback Service: For the purpose of this specification, a "callback" is a request from the Owner to the Contractor, requesting the Contractor to go to a specific elevator to correct any elevator problem and/or condition, which in the Owner's opinion needs attention before the Contractor's next scheduled preventive maintenance visit. Callback services included in the base work are for nonbillable services covered under the agreement. Callback services that are beyond the control of the Contractor (vandalism, water damage, or power spikes) are billed at the Contractor's standard rates.
 - a) Additionally, a "callback" is work which can ordinarily be performed by one person working alone at the job site for a period of time not exceeding two hours.
 - b) Work required in excess of the basic two hours and/or which requires a second person shall be considered "Repair" work and shall be governed by the "Repair" provisions and specifications set forth elsewhere in this specification.
 - c) The contractor shall, without additional charge to the Owner provide 24/7 callback service during all hours. Callback service during regular working hours:

- i. The Contractor shall, without additional charge to the Owner provide callback service during normal working hours for calls placed to the Contractor Monday through Friday/7:00am to 5:00pm. The Contractor shall respond to a callback within one (1) hour of the time reported to the Contractor.
- d) Callback service during overtime working hours:
 - i. The Contractor shall provide 24-hour callback service seven days a week at no additional charge. As such, any callback for reasons which are normally covered under this Agreement shall not result in any charge to Owner, whether performed during normal hours or after hours. In the event of a callback resulting from an event which is not covered under this agreement, Contractor may charge the applicable labor rate based on the time the callback occurred. However, for such a non-covered callback, when a call for service is made at least two hours prior to the end of normal working hours, or one hour in case of an entrapment, Contractor shall only be allowed to charge regular time rate for the non-covered callback, even if the work commenced after normal working hours. The Contractor shall respond to an overtime callback within two (2) hours of the time reported to the Contractor.
- e) Entrapments: Callbacks for entrapments shall be responded to by Contractor within 30 minutes of the call during normal working hours and one (1) hour after normal working hours.

111. CONTRACT TERMS

- A. It is the Owner 's intention to award a contract covering an initial period of One (1) year with the Owner having the option to renew the Contract thereafter for additional two (2) successive one-year periods s or to terminate the Contract as provided for below in paragraph 112.

112. TERM AND TERMINATION OF CONTRACT

- A. This Contract terminates at the end of the first one (1) year period and does not automatically renew. The Owner has the option of renewing the Contract for additional two (2) successive one-year periods. It shall be the Contractor's responsibility to inform the Owner in writing, at least ninety (90) days prior to the expiration of the Contract period, of the upcoming date of expiration of the Contract so that Owner may decide whether or not to renew the Contract for successive one-year periods as provided for above in paragraph 111. This contract may be terminated as set forth in General Conditions, section 36, with thirty (30) days' notice.

113. FAILURE TO PERFORM

- A. Contractor shall guarantee all work required during the contract period for the duration of the Contract, and for a period of ninety (90) days after the termination date. Should the Owner determine during the Contract period or within thirty (30) days after termination that any required work has been performed improperly or not performed at all; the Contractor shall, after mailing of written notifications by the Owner, correct said deficiency within thirty (30) days. Failure to correct will be construed as default of the Contract and the Owner may secure others to perform the services and deduct the cost of these services from the contractual amount due under the Contract and/or exercise its other legal rights as it deems appropriate in its sole discretion.

- B. All maintenance deficiencies brought to the Contractor's attention during the Contract period by the Owner which are the responsibility of the Contractor, shall be completed within thirty (30) days during the Contract period and on or before the statement date of the report, or expiration of the Contract period, whichever is less.
- C. The Owner reserves the right to engage an independent party to perform an inspection to determine responsibility.

114. RESERVED

115. INDEMNIFICATION AGREEMENT

- A. See Division 0, Section 41, Indemnification, General Conditions

116. COMMENCEMENT DATE

- A. This contract shall commence July 1, 2017 and continue for one (1) year.

117. CONTRACT EXCLUSIONS

- A. The Contractor shall not be responsible for the following:
 - (1) For the main line power feeders and associated disconnect switches and breakers.
 - (2) For the elevator components specifically excluded under Section 109-B-1.

118. EQUIPMENT COVERED BY THIS CONTRACT:

- A. Appendix "A" Equipment and Performance Tables shall be verified and completed and attached for each property that is included in this Contract. Contractor shall complete the equipment information such as speed, type (hydraulic or traction), door size and door type to Owner. Owner shall complete the performance times based on the equipment type and design.

119. ELEVATOR MAINTENANCE FREQUENCY AND TASKS (PER ELEVATOR)

- A. HYDRAULIC

FREQUENCY: 4 WKS.

- (1) TEST SAFETY OPERATION OF ELEVATOR COMPONENTS INCLUDING EMERGENCY FIRE SERVICE, TELEPHONE COMMUNICATIONS, EMERGENCY CAR LIGHT AND ALARM BELL. CLEAN AND INSPECT POWER UNIT, CONTROLLER, SELECTOR, VALVE, AND PUMP MOTOR. CHECK LEVELING, STOP SWITCH, COMMUNICATIONS AND DOOR PRESSURE.
- (2) CLEAN AND INSPECT CAR TOP, OPERATING SWITCHES, DOOR OPERATOR AND CONTROLS, CAR DOOR HANGERS, GIBS, PHOTO EYES AND SAFETY EDGE. CHECK DOOR RESTRICTOR FOR PROPER OPERATION.
- (3) CLEAN AND INSPECT HOISTWAY DOOR HANGERS, INTERLOCKS, LINKAGE, PICK UP ASSEMBLY, DOOR GIBS, NON-VISION WING AND HOISTWAY SWITCHES.

- (4) CLEAN PIT AND CHECK TRAVEL CABLE LOOPS.
- (5) CHECK OIL LEVEL AND JACK PACKING FOR PROPER SEAL. RECORD OIL LEVEL EACH MONTH IN A SPECIAL MACHINE ROOM LOG. RECORD AMOUNT OF ANY NEW OIL ADDED. IF NO OIL IS ADDED INITIAL THAT THE OIL LEVEL WAS CHECKED AND NO OIL WAS ADDED.

FREQUENCY: 8 WKS.

- (6) CLEAN POWER UNIT, CHECK VALVE, CLEAN AND ADJUST CONTROLLER AND SELECTOR CONTACTS AND RELAYS.
- (7) CHECK CAR AND HALL FIXTURE LAMPS, LEVELING AND FLOOR STOPS, ALARM BELL AND EMERGENCY STOP, AND INSPECT TRAVEL CABLE.

FREQUENCY: 26 WKS.

- (8) CHECK CONTROL AND MAIN LINE FUSES, VOLTAGE READINGS, PUMP MOTOR AND VALVE WIRE CONNECTIONS.

FREQUENCY 52 WKS.

- (9) CHECK CAR FRAME, GUIDE RAIL AND BRACKET FASTENINGS, CLEAN GUIDE RAILS AND BRACKETS, OVERHEAD SHEAVES DOOR HANGERS, SILLS AND PITS. PERFORM ANNUAL STATIC AND PRESSURE RELIEF TEST.
- (10) CHECK RUPTURE VALVE AND DEVICES.

B. ELECTRIC TRACTION

FREQUENCY: 4 WKS.

- (1) CLEAN AND INSPECT POWER UNIT, MOTOR BRUSHES AND COMMUTATOR. CHECK BRUSHES FOR TENSION, SEATING AND WEAR. REPLACE OR ADJUST AS REQUIRED. CHECK COMMUTATORS FOR FINISH, GROOVING, ECCENTRICITY, AND MICA LEVEL. CLEAN, TURN, OR REFINISH AS REQUIRED. CLEAN AND INSPECT CONTROLLER, SELECTOR, CHECK LEVELING, STOP SWITCH, COMMUNICATIONS AND DOOR PRESSURE.
- (2) CLEAN AND INSPECT CAR TOP, OPERATING SWITCHES, DOOR OPERATOR AND CONTROLS, CAR DOOR HANGERS, GIBS, PHOTO EYES AND SAFETY EDGE. CHECK DOOR RESTRICTOR FOR PROPER OPERATION.
- (3) CLEAN AND INSPECT HOISTWAY DOOR HANGERS, INTERLOCKS, LINKAGE, PICK UP ASSEMBLY, DOOR GIBS, NON-VISION WING AND HOISTWAY SWITCHES.
- (4) CLEAN PIT AND CHECK TRAVEL CABLE LOOPS. CHECK OPERATION OF THE BRAKE AND ADJUST OR REPAIR IF NECESSARY.
- (5) CHECK OIL LEVEL IN THE CAR AND IN THE COUNTERWEIGHT OIL BUFFERS. ADD OIL AS REQUIRED. LUBRICATE PIVOT POINTS. TEST SAFETY OPERATION

OF ELEVATOR COMPONENTS INCLUDING EMERGENCY FIRE SERVICE,
TELEPHONE COMMUNICATIONS, EMERGENCY CAR LIGHT AND ALARM BELL.

FREQUENCY: 8 WKS.

- (6) CLEAN POWER UNIT, CHECK VALVE, CLEAN AND ADJUST CONTROLLER AND SELECTOR CONTACTS AND RELAYS. INSPECT BRAKE LININGS. CLEAN ALL PARTS AND LUBRICATE THE PIVOT POINTS. INSPECT ROPES FOR, TENSION, WEAR AND LUBRICATE IF REQUIRED.
- (7) CHECK CAR AND HALL FIXTURE LAMPS, LEVELING AND FLOOR STOPS, ALARM BELL AND EMERGENCY STOP, AND INSPECT TRAVEL CABLE. INSPECT ALL PARTS OF THE SAFETIES AND ADJUST CLEARANCE BETWEEN SAFETY JAWS AND GUIDE RAILS.

FREQUENCY: 26 WKS.

- (8) CHECK CONTROL AND MAIN LINE FUSES, VOLTAGE READINGS, PUMP MOTOR AND VALVE WIRE CONNECTIONS. CHECK THE CLEARANCES FOR GOVERNOR TENSION SHEAVE AND GOVERNOR SHEAVE FASTENINGS. INSPECT GUIDE RAILS, CAMS, FASTENINGS, SHEAVES AND COUNTER WEIGHTS IN HOISTWAYS. REPAIR AS NECESSARY.

FREQUENCY 52 WKS.

- (9) CHECK CAR FRAME, GUIDE RAIL AND BRACKET FASTENINGS, CLEAN GUIDE RAILS AND BRACKETS, OVERHEAD SHEAVES DOOR HANGERS, SILLS AND PITS. PERFORM ANNUAL STATIC AND PRESSURE RELIEF TEST.
- (10) CHECK RUPTURE VALVE AND DEVICES.

120. PERFORMANCE STANDARDS

- A. It is the intention of this contract that the elevator equipment be maintained so as to preserve the operating characteristics in line with the original design. Should the Owner find through its own investigation or that of its representative that these standards are not being maintained, the Contractor will be given thirty (30) days to restore the performance to the required level. Failure by the Contractor to restore the performance to the required level within the thirty (30) day period shall constitute sufficient cause for termination of the contract by reason of default, at the option of the Owner in accordance with Section 112.
- B. The following are performance levels which are a part of the original design and which shall be maintained at all times.
 - (1) Contract speed of all elevators shall be maintained, and brake to brake (flight times) shall be maintained as originally designed.
 - (2) Leveling accuracy of all elevators shall be maintained at all times. Traction elevators shall be within 1/16" level and hydraulic elevators shall be within 1/4" level.

- (3) Opening and closing times of all hoistway and car doors shall be maintained within limits of ASME A17.1 Code, yet assuring minimum standing times at each floor.
- (4) Door reversals on all elevators equipped with mechanical safety shoes shall always be initiated within the stroke of the shoe. Light ray devices shall be operable at all times under normal operation.
- (5) "Variable" car and hall door hold open times shall be maintained in accordance with original design and or local code requirements. Deviations from this will not be permitted.
- (6) Elevators operating under group supervisory systems shall operate at all times in accordance with original design specifications. The Contractor shall be required to periodically test these systems no less than annually and submit to the Owner test data indicating performance levels and proof that variable and fixed features are operating properly and all circuits and time settings are properly adjusted.
- (7) Emergency fire service operation, seismic operation, telephone communications, emergency car light and alarm bell shall be periodically tested to be sure it is functioning properly as required by ASME A17.1 (1996) Elevator Code as referenced by California Title 8.

C. As a minimum requirement the performance levels for passenger and service cars shall be per Appendix "A" – Equipment and Performance Table. For the purpose of this Contract, the following performance criteria shall apply:

- (1) Floor-to-floor time is the elapsed time in seconds from car doors starting to close until the doors are ½ open at the next floor for side opening doors and ¾ open for center opening doors on a one (1) floor run of approximately 12'-0" For traction elevators if the one floor run is above or below 12'-0", .25 seconds should be added or subtracted for each foot above or below 12'-0". For hydraulic elevators if the one floor run is above or below 12'-0" .50 seconds should be added or subtracted for each foot above or below 12'-0".
 - a) Geared machines: 8.0 seconds maximum
 - b) Hydraulic machines: 12-15 seconds
- (2) Door Open Time is the elapsed time in seconds from the time the car doors start to open after arriving at a landing until they are fully open.
 - a) 3'-6" 1SCO 2.0 seconds
 - b) 3'-6" 2SCO 2.2 seconds
 - c) 3'-8" 1SCO 2.0 seconds
 - d) 3'-8" 2SCO 2.2 seconds
 - e) 4' 1SCO 2.2 seconds
 - f) 4' 2SCO 2.4 seconds
 - g) 3' 1SSO 2.2 seconds
 - h) 3'-6" 1SSO 2.3 seconds
 - i) 4' 1SSO 2.4 seconds
- (3) Door Close Time is the elapsed time in seconds from the time the car doors start to close after a call is initiated until they are fully closed with the interlock engaged. Speed must not

exceed requirements as set forth in ASME A17.1 -2016 - Safety Code for Elevators and Escalators Section 112.

121. COMPENSATION

A. PAYMENT

The Owner agrees to pay Contractor (\$_____) every month for the maintenance portion during the term of this Contract.

B. ANNUAL PRICE ADJUSTMENT

The Contractor shall be entitled to a review of his labor and material costs for the purpose of adjusting the maintenance fee thirty (30) days prior to the annual anniversary date of this agreement.

Upon submission of proof, satisfactory to the Owner, that the Contractor's actual labor and/or material costs for performance of service have changed, the monthly price for service coverage's shall be adjusted in an amount equal to the established variance based on the following formula;

- (1) Eighty percent (80%) of the fee shall be used to represent the labor portion of the contract.
- (2) Twenty percent (20%) of the fee shall be used to represent the material portion of contract.

The current labor portion of the contract shall be increased or decreased by the percentage of increase or decrease of the current straight-time hourly rate for the Elevator Contractor Maintenance Mechanic, compared with same rate used for the previous year's labor portion of the agreement. The initial base labor amount represents the Maintenance Mechanics hourly wage with associated cost fringe benefits.

The current materials portion of the contract shall be adjusted based on the established monthly difference in the "Wholesale Metals and Metal Products Index" as published by the United States Department of Labor, Bureau of Labor Statistics. Using the monthly annual average for 2016 as the base month, the material factor is 194.4.

In any event, the total annual price adjustment (increase or decrease) shall not be more than 3% of the previous year's base monthly service charge pursuant to paragraph 121 A above.

C. BILLING RATES

The following billing rates shall be used for extra work performed by the Contractor and pre-approved by the Owner. The rates shall be adjusted annually in accordance with paragraph 121.B.

Overtime (M-F, 5:00pm to 7:00am, Saturday, Sunday and IUEC Holidays)

(Bonus portion only – work is included in contract but Owner requests Contractor to perform work on overtime.):

Overtime Portion Only – Included in contract but requested during overtime			
	1.5 Overtime Portion	1.7 Overtime Portion	2.0 Overtime Portion
Mechanic Billing Rate			

Helper Billing Rate			
Team Billing Rate			

Billing Rates for Extra Work

(Owner requests Contractor to perform work that is not included in the contract):

Billing Rate for Extra Work Not In Contract				
	Straight Time (7:00am to 5:00pm)	1.5 Overtime	1.7 Overtime	2.0 Overtime
Mechanic Billing Rate				
Helper Billing Rate				
Team Billing Rate				

The above rates shall be adjusted annually in accordance with the labor portion of the maintenance agreement. The above rates are for small emergency repair type projects with estimated times of 1 to 8 hours. For larger size projects Owner has the right to negotiate better hourly pricing and/or fixed prices for specific work.

End of Specifications

APPENDIX A: DISTRICT WIDE ELEVATOR EQUIPMENT INVENTORY

Campus	Location	Number	Type	Capacity (Lbs.)	Speed (FPM)	Door Type	Door Size	Number of Stops	F/R (2)	Monthly Pricing
ARC	Davies Hall East	45276	H	2,500	125	1SCO	44x84	3	3F	
ARC	Davies Hall West	45275	H	2,500	125	1SCO	44x84	3	3F	
ARC	Library	55127	H	3,000	175	1SCO	44x84	4	4F	
ARC	Garage #1	160871	RH	3,500	125	1SSO	42x84	5	5F	
ARC	Garage #2	160872	RH	3,500	125	1SSO	42x84	5	5F	
ARC	Garage #3	160873	RH	3,500	125	1SSO	42x84	5	5F	
ARC	Garage #4	160874	RH	3,500	125	1SSO	42x84	5	5F	
ARC	Theatre WCL Stage	146166	H	750	NA	NA	NA	NA	NA	
ARC	Theatre WCL Orch.	146167	H	750	NA	NA	NA	NA	NA	
ARC	Theatre WCL Back	156235	H	750	NA	NA	NA	NA	NA	
West Sacramento Center	NA	156176	T	3000	150	1SSO	42x84	3	3F	
Davis Center	NA	160712	H	3,500	125	1SSO	42x84	2	2F	
Natomas Center	NA	140288	H	2,500	100	1SSO	42x84	2	2F	
McClellan Center	NA	126242	H	4,000	125	1SCO	48x84	3	3F	
Ethan Way Center	NA	105165	H	2,500	125	1SSO	48x84	2	2F	

Notes:

1. Type of elevator: H = Hydraulic, T = Traction, RH = Roped Hydraulic, WCL = Wheel Chair Lift, DW = Dumbwaiter
2. Capacity is the rated capacity as stated on the crosshead and in the car
3. Speed is the rated speed in Feet per Minute (FPM)
4. Door Types are as follows: Single Speed Center Opening (1SCO), Two speed Side Opening (2SSO), Single Speed Side Opening ((1SSO)
5. Door Width is the width of the door.
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Campus	Location	Number	Type	Capacity (Lbs.)	Speed (FPM)	Door Type	Door Size	Number of Stops	F/R (2)	Monthly Pricing
Tribute Rd.	NA	96175	H	2500	125	1SSO	42x84	3	3F	
Elk Grove Center	NA	167022	T	3,000	150	1SSO	42x84	2	2F	
Rancho Cordova Center	NA	167389	H	2500	110	1SSO	42x84	2	2F	
SCC	Business	50538	H	3,000	100	1SCO	42x84	2	2F	
SCC	CDC	104568	H	2,500	80	1SSO	42x84	2	2F	
SCC	Hughes East	160771	H	3,000	125	1SSO	42x84	2	2F	
SCC	Hughes West	160772	H	3,000	125	1SSO	42x84	2	2F	
SCC	Lillard Hall	69555	H	2,100	100	1SSO	32x84	2	2F	
SCC	LRC North	112701	H	2,500	125	1SSO	42x84	3	3F/1R	
SCC	LRC South	112702	H	2,500	125	1SSO	42x84	3	3F	
SCC	North Gym	149435	H	2,500	125	1SSO	42x84	2	2F	
SCC	PAC	160767	H	2,500	125	1SSO	42x84	2	2F	
SCC	PAC WCL Back	160766	H	750	NA	NA	NA	NA	NA	
SCC	PAC WCL Stage	160765	H	750	NA	NA	NA	NA	NA	
SCC	Garage #1	146051	H	3,500	150	1SCO	42x84	5	5F	
SCC	Garage #2	146052	H	3,500	150	1SCO	42x84	5	5F	

Notes:

1. Type of elevator: H = Hydraulic, T = Traction, RH = Roped Hydraulic, WCL = Wheel Chair Lift, DW = Dumbwaiter
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3. Speed is the rated speed in Feet per Minute (FPM)
4. Door Types are as follows: Single Speed Center Opening (1SCO), Two speed Side Opening (2SSO), Single Speed Side Opening ((1SSO)
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Campus	Location	Number	Type	Capacity (Lbs.)	Speed (FPM)	Door Type	Door Size	Number of Stops	F/R (2)	Monthly Pricing
SCC	Garage #3	146053	H	3,500	150	1SCO	42x84	5	5F	
SCC	Garage #4	146054	H	3,500	150	1SCO	42x84	5	5F	
SCC	Receiving	48811	H	8,000	50	Manual Lift	72x72	3	1F/2R	
SCC	RHN	59908	H	3,500	125	1SCO	42x84	3	3F	
SCC	RHS	59909	H	3,500	125	1SCO	42x84	3	3F	
SCC	Student Service Building	319670	T	3,500	150	1SSO	42x84	2	2f	
SCC	Student Cntr	69554	H	2,000	100	1SSO	32x84	2	2F	
SCC	Tech	140468	H	2,100	115	1SSO	36x42	2	2F	
SCC	Baseball WCL	146257	H	750	NA	NA	NA	NA	NA	
FLC	Aspen Hall	125511	H	2,500	100	1SSO	42x84	2	2F	
FLC	Lilac Hall Maint.	141854	H	2,500	105	1SSO	42x84	2	2F	
FLC	Lilac Hall Rec.	141855	H	5,000	110	2SSO	48x84	2	2F	
FLC	P.E.	149430	H	3,500	125	1SSO	42x84	2	2F	
FLC	Falcons Roost	140449	H	2,100	100	1SSO	42x84	2	2F	
FLC	Falcons Roost Rec.	140448	H	4,500	100	2SSO	48x84	2	2F	
FLC	Cypress Hall #1	136964	H	2,500	100	1SSO	42x84	2	2F	

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FLC	Cypress Hall #2	136963	H	2,500	100	1SSO	42x84	2	2F	
FLC	VAPA	156254	H	2,500	125	1SSO	42x84	2	2F	
FLC	VAPA WCL Back	156248	H	750	NA	NA	NA	NA	NA	
FLC	VAPA WCL CB	156247	H	750	NA	NA	NA	NA	NA	
FLC	VAPA WCL Theatre	156255	H	750	NA	NA	NA	NA	NA	
EDC	Bldg. A	104769	H	2,500	100	1SSO	42x84	2	2F	
EDC	Bldg. B	104770	H	2,500	100	1SSO	42x84	2	2F	
EDC	Bldg. C	140427	H	2,500	150	1SSO	42x84	2	2F	
CRC	Library North	51268	H	2,600	175	1SCO	42x84	4	4F	
CRC	Library South	51269	H	3,500	175	1SCO	42x84	4	4F	
CRC	Boiler Plant	51267	DW	500	NA	Vert.	36x84	2	1F/1R	
CRC	LRC	140250	H	2,500	125	1SSO	42x84	3	3F	
CRC	CAC	152525	H	2,100	100	1SSO	36x84	2	2F	
CRC	Library WCL	92499	Rail Car	450	NA	NA	NA	NA	NA	
CRC	Theatre WCL	27003	H	750	NA	NA	NA	NA	NA	
CRC	Soccer WCL	160903	H	750	NA	NA	NA	NA	NA	

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Campus	Location	Number	Type	Capacity (Lbs.)	Speed (FPM)	Door Type	Door Size	Number of Stops	F/R (2)	Monthly Pricing
CRC	Baseball WCL	160902	H	750	NA	NA	NA	NA	NA	
CRC	Softball WCL	160901	H	750	NA	NA	NA	NA	NA	
CRC	Winn Cntr	167014	T	3,500	150	1SSO	42x84	2	2F	
CRC	Garage #1	167016	H	3,500	125	1SSO	42x84	5	5F	
CRC	Garage #2	167017	H	3,500	125	1SSO	42x84	5	5F	
CRC	Garage #3	167018	H	3,500	125	1SSO	42x84	5	5F	
CRC	Garage #4	167019	H	3,500	125	1SSO	42x84	5	5F	
CRC	Garage #5	167020	H	3,500	125	1SSO	42x84	5	5F	

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