Contra Costa Community College District  
500 Court Street  
Martinez, CA 94553

SMALL PROJECT  
INVITATION TO QUOTE

Date Issued: 10-26-15  
College Site: Los Medanos College, 2700 East Leland Road, Pittsburg, CA 94565  
Project Name: L-1091.3 Prop 39 LMC Little Theater Lighting Retrofit  
Building/Location: Main College Complex Little Theater  
Estimated Cost Range: $10,000 to $15,000  
Required License: C-10 Electrical Contractor

This project is a:  
☐ Service Contract  ☒ Public Works or Maintenance Contract (see Labor Code Section 1720, 1771)

Public Works Projects, Including Contracts for Maintenance. Contractors and subcontractors performing work on District public works contracts shall pay prevailing wages as determined by the Department of Industrial Relations and adhere to all labor compliance provisions outlined in Division 2, Part 7, Chapter 1 of the California Labor Code §1720-1861 including, but not limited to, the reporting of certified payroll, payment of prevailing wages and the employment of apprentices. Prevailing wage determinations may be found at http://www.dir.ca.gov/OPRI/DPreWageDetermination.htm

Attention is directed to Labor Code Section 1725.5 and SB 854 regarding Department of Industrial Relations (DIR) contractor registration process including registration criteria and implementation of DIR registration requirements. Labor Code Section 1771.7 establishes contractor’s obligation to submit Certified Payroll (CR) to the Department of Labor and Standards Enforcement (DLSE) and public works monitoring and enforcement. Labor Code Section 1773.3 requires the District to submit a PWC-100 to DIR for all public works contract awarded effective January 1, 2015. SB 854 requires that all contractors must be registered with DIR and that all bid proposals include proof of proper registration with DIR.

IMPORTANT INFORMATION:
1) SITE VISIT will be a Mandatory bid walk on November 13, 2015 at 9:00 AM at the LMC Theater.  
2) REQUEST FOR INFORMATION (RFI) deadline is November 20, 2015 at 4:00 PM in writing ONLY through email addressed to: Jovan Esprit (jesprit@4cd.edu)  
3) BIDS / QUOTES DUE DATE: November 30, 2015 PRIOR to 2:00 PM  
4) E-mail Quotes will be accepted using the Quote Form, which must be provided as a scanned document containing a valid signature. E-mail this completed, signed form to:  
   Jovan Esprit, Contracts Manager: jesprit@4cd.edu
   If Dropping-In: (The District is not responsible for late submission for whatever reason)
   Contra Costa Community District – DO Lobby  
   500 Court St, Martinez, CA 94553  
   Attention: Jovan Esprit – Purchasing & Contract Services; Phone: (925) 229-6959

The District reserves the right to reject any and all Quotes and to accept the Quote which, in its sole judgment, best serves the needs and requirements of the District.

Those submitting Quotes to perform the work on this Project are agreeing to provide all labor, tools, supplies, equipment, supervision, transportation, applicable payment and performance bonds, and applicable taxes (including sales tax) necessary to accomplish the Scope of Work as detailed below.
Time to achieve Final Completion is 45 Calendar Days from the date included in the written Notice to Proceed issued by the District.

See attached:
☑ Scope of Work    ☑ Specification    ☐ Sketch    ☐ Quote Form    ☑ Sample Construction Agreement
PROJECT: L-1091.3 Prop 39 LMC Little Theater Lighting Retrofit

SCOPE OF WORK

BASE BID:
Provide all work described in the below Scope of Work

- Retrofit (44) total existing light fixtures in the College Theater. (31) fixtures are 4-foot, 2 lamp 32W T8 linear fluorescent fixtures, (6) fixtures are 4-foot, 4 lamp 32W T8 linear fluorescent fixtures and (7) fixtures are 2-foot, 2 lamp 25W T8 linear fluorescent fixtures.
- Return working ballasts to LMC Buildings and Grounds Department. Dispose of all other removed equipment.
- Retrofit the (31) existing 4-foot, 2 lamp fixtures with (31) lower wattage, high efficiency 2’ x 4’ LED retrofit kits (e.g. Lithonia 2GTL4R 40L LP840-XXXX, or equivalent). The proposed LED retrofit kit will have a rated wattage lower than 45 watts but will have a comparable light output with no significant decrease in rated lumens per lamp between the two fixture types.
- Retrofit the (6) existing 4-foot, 4 lamp fixtures with (6) lower wattage, high efficiency 2’ x 4’ LED retrofit kits (e.g. Lithonia 2GTL4R 60L LP840-XXXX, or equivalent). The proposed LED retrofit kit will have a rated wattage lower than 70 watts but will have a comparable light output with no significant decrease in rated lumens per lamp between the two fixture types.
- Retrofit the (7) existing 2-foot, 2 lamp fixtures with (7) lower wattage, high efficiency 2’ x 2’ LED retrofit kits (e.g. Lithonia 2GTL2R 30L LP840-XXXX, or equivalent). The proposed LED fixture will have a rated wattage lower than 45 watts but will have a comparable light output with no significant decrease in rated lumens per lamp between the two fixture types.
- The color temperature for all retrofit kits must be 4000K. Contractor will be responsible for ensuring retrofit kits will fit the existing fixtures.
- All replacement LED retrofit kits must be eligible for PG&E incentives. See the list of approved fixtures on the California Statewide Lighting Program Qualified LED Products List at http://www.lightingfacts.com/ca. Any fixture not on this list shall be considered ineligible for this scope of work.
- During the course of the project there can be no interruption to normal College campus activities. Contractor will have to schedule work around normal operations.
- Contractor will be responsible for complying with Proposition 39 requirements. Contractor is required to report all on-site full time employee and trainee/apprentice hours worked on this project on a Form J after project completion. Contractor must complete the sections at the top and bottom of the form and sign the form. See attached ‘Los Medanos College Interior Lighting Form J’ for reference on what will be required from Contractor at the end of the project. Contractor will also provide detailed itemized invoices after project completion to meet PG&E and Proposition 39 requirements. If invoices are found to not be in enough detail, the Contractor will be required to revise the invoices and submit new ones.

ADD ALTERNATE #1:
Not applicable for this project.

OTHER CONDITIONS:
All work must comply with the California Building Standards Code, Title 24 2013, California Code of Regulations (CCR), Part 6, California Energy Code. Requirements include, but are not limited to, Section 130.0 (Lighting Controls and Equipment – General), Section 130.1 (Indoor Lighting Controls That Shall Be Installed), and Section 140.6 (Prescriptive Requirements for Indoor Lighting). Contractor will be responsible for complying with Title 24 lighting controls requirements.
By submitting a Quote, Contractor certifies that they have read and thoroughly understand the Scope of Work requested, visited the site to review and evaluate existing conditions, and agrees to the terms and conditions of the attached Short Form Construction Agreement.
QUOTE FORM

PROJECT: L-1091.3 Prop 39 LMC Little Theater Lighting Retrofit

CONTRACTOR NAME: ____________________________________________

The CONTRACTOR shall furnish the DISTRICT a total contract lump sum (including applicable taxes), to complete all Work described in the Scope of Work on Page 2, and related attachments.

Quote for the BASE BID Scope of Work:

__________________________________________________________________________  $ __________

Quote for Add Alternate #1:

Not applicable for this project  $0.00

CCCD reserves the right to reject any and all Quotes and to accept the Quote which, in its sole judgment, best serves the needs and requirements of CCCCD.

Attention is directed to Labor Code Section 1725.5 regarding Department of Industrial Relations (DIR) contractor registration process; registration criteria and implementation of DIR registration requirements. Labor Code Section 1771.7 establishes contractor’s obligation to submit Certified Pay Roll (CPR) to the Department of Labor and Standards Enforcement (DLSE) and public works monitoring and enforcement. Labor Code Section 1773.3 requires the District to submit a PWC-100 to DIR for all public works contract awarded effective January 1, 2015. Attention is directed to Section 4100 through 4113 of the Public Contract Code concerning Subcontractors, with emphasis on Section 4104, known as the “Subletting and Subcontracting Fair Practices Act”, effective July 1, 2014.

DESIGNATION OF SUBCONTRACTORS

A. The Bidder has set forth a complete list indicating the type of work, Subcontractor’s name, business address, and Subcontractor’s California Contractor’s license number of each Subcontractor who will perform work in excess of one-half of one percent of the Contract Sum.

1) Bidder shall be solely responsible to correct any errors in the listing of the California Contractor's license number. Failure to submit a corrected California Contractor's license number will cause the bid to be nonresponsive.

2) Bidder must, within 24 hours after bid opening, submit any corrected California Contractor's license number information.

3) Bidder shall submit, via email, any corrected California Contractor's license number information to:

   Jovan Espirit, Contracts Manager
   Contra Costa Community College District
   Email: jespirit@4cd.edu

B. Any portion of the work in excess of the specified amount having no designated Subcontractor shall be performed by the Bidder.

C. Substitution of listed Subcontractors will not be permitted unless approved in advance by the District.

D. Prior to signing the Contract, the District reserves the right to reject any listed Subcontractor.
## QUOTE FORM (continued)

<table>
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<tr>
<th>Type of Work</th>
<th>Subcontractor's Name</th>
<th>Business Address</th>
<th>License # and DIR Registration #</th>
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</table>

The undersigned agrees, on behalf of the Company named below, to supply the goods and services listed at the prices quoted and within the terms and conditions as identified in this Invitation to Quote. This Quote is valid and enforceable for at least sixty (60) days following the date quotes are required.

Company Name: __________________________________________________________

Address: ______________________________________________________________

City, State, Zip: _______________________________________________________

Phone: __________________________ Fax: _________________________________

E-Mail: ________________________________________________________________

Contractor’s License No.: __________________________ Classification: ________

DIR Registration No.: __________________________ (per Labor Code 1725.5)

__________________________________________  __________________________
Printed Name and Title of Contractor Authorizing Officer  Date

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**Note to Contractor:** Notice to Proceed is not authorized until such time as: a Blanket Purchase Order or Short Form Construction Agreement is signed by District, and received by Contractor; a current W-9 is provided to District; and all insurance requirements have been met. District will issue a written Notice to Proceed when all conditions have been met by Contractor.
Contra Costa Community College District

Date: 10/26/2015

Specification for: L-1091.3 Prop 39 LMC Little Theater Lighting Retrofit

SCOPE OF WORK:
The Contractor shall furnish all labor, parts, tools, equipment, materials and transportation necessary to perform a retrofit of the (31) existing interior 4-foot 2 lamp linear fluorescent light fixtures, (6) 4-foot 4 lamp linear fluorescent light fixtures, and (7) 2-foot 2 lamp linear fluorescent light fixtures in the Theater with lower wattage, high efficiency LED retrofit kits. No structural modifications, modifications to fire alarm systems, or changes to Americans with Disabilities Act accessibility are authorized under the contract and work associated with this specification. All work shall be in accordance with Title 24 California Code of Regulations. All installed LED fixtures or retrofit kits shall be eligible for PG&E incentives and shall be listed on the California Statewide Lighting Program Qualified LED Products List.

The location of the facility is in the Theater, Room CCM-324 & CC3-322 of Los Medanos College, at 2700 East Leland Road, Pittsburg, CA 94565. A map of the location is available upon request.

PART 1 – GENERAL REQUIREMENTS

1.1 REFERENCES:

   A. The publications listed below form a part of this specification by reference.
      1. Current California Occupational Safety and Health Act Regulations
      2. Current California Occupational Safety and Health Construction Safety Order

   B. This work will be contracted by _X_ Blanket Purchase Order, or _X_ Short Form Construction Agreement (attached if selected).

1.2 SUBMITTALS:

   A. Submit the following for approval prior to beginning work

      1. Fixture specification documents and material cut sheets for proposed LED fixtures and manufacturers’ installation procedures, etc. if any.
      2. Documentation of LED fixture listing on the California Statewide Lighting Program Qualified LED Products List.

PART 2 - PRODUCTS

2.1 MATERIALS:

   A. Material shall be as specified. Material not definitely specified shall be of quality used for the purpose in commercial practice. Items not specified but required for the proper installation or repair of a specified item or work shall be provided. Items shall be of the proper type, size and material for the use intended.

   B. Contractor Furnished Materials: The Contractor furnished materials shall include any associated equipment and appurtenances required to perform the contract properly and in accordance with the equipment manufacturer’s literature.

   C. All materials shall be new, unless otherwise authorized or specified in the scope of work of this specification.
PART 3 - EXECUTION

3.1 PREPARATION:

A. Scheduling and Coordination: Before commencing work on a specific area, the Contractor shall determine that all requirements pertaining to scheduling of the work, the time approved by the Project Inspector, the Project Manager, or the Buildings and Grounds Representative for commencement of work. The Contractor shall further determine that all required notices have been given.

B. Scheduling and Sequence of Work: The work shall be performed in such a manner as to cause the least interference with the normal functions of the college/campus activity. Certain areas will be vacated for period of time as necessary for the Contractor to perform certain work; however, the area may be occupied during the course of the work. Prior to beginning any work, the Contractor shall meet with the Project Inspector, the Project Manager, or the Buildings and Grounds Representative in order that an approved schedule and sequence of work may be arranged.

C. Interruption of Utilities Services: Interruptions shall be kept to a minimum and shall be at such times and duration as approved ahead of time. No interruption shall occur unless scheduled with the Project Inspector, the Project Manager, or the Buildings and Grounds Representative and approved in advance as to time and duration of such interruption.

D. Material, equipment, tools and workmen shall be scheduled and delivered to the site in a timely manner to avoid delay in the work. Items of material shall be inspected to make certain they are in compliance with the specifications and are free from defects and damage.

E. Measurements: Before fabrication, obtain necessary field measurements and verify all measurements.

F. Protection required to prevent damage to adjacent areas, equipment, fixtures and finishes shall be provided. Damage to items while accomplishing the work shall be repaired or replaced with new items at no additional cost to the District.

G. Existing Work: Protect existing work which is to remain in place, be reused, or remain the property of the District. Repair items that are to remain and are damaged during performance of the work to their original condition, or replace with new.

H. Facilities: Protect electrical and mechanical services and utilities. Where removal of existing utilities and pavement is specified or indicated, provide approved barricades, temporary covering of exposed areas, and temporary services or connections for electrical and mechanical utilities.

I. Dust and Debris Control: Prevent the spread of dust and debris to occupied portions of the Building and avoid the creation of a nuisance or hazard in the surrounding area. Waste and debris resulting from the work being performed shall be cleaned up daily and promptly removed from the activity.

3.2 PERFORMANCE:

A. Workmanship: Skilled personnel shall execute in a careful, neat, and proficient manner and in compliance with accepted trade practices all work. All work shall be executed in accordance with Cal/OSHA standards and safety orders. And all work on this contract shall comply with all Local, State, and Federal Environmental Laws.

B. As used herein, "replace" means provide new materials to replace existing or missing materials.

C. The contractor shall field verify all measurements for existing conditions.
D. Minor Materials and Work: Minor materials and work not specifically mentioned herein but necessary for the proper completion of the specified work shall be furnished without additional cost to the District.

E. Unforeseen Major Repairs: Should deteriorated materials of a major nature be uncovered in the course of the work, or suspected hazardous materials discovered, it shall be brought to the attention of the Project Inspector, Project Manager, or Buildings and Grounds Representative immediately. Repairs, if any, shall be made as directed in writing, and an adjustment will be made in the contract price in accordance with the terms of the modifications.

F. Existing Work: Where existing work is changed or removed, or where new work adjoins, connects to, or abuts existing work, the existing work shall be altered as necessary and connected in a substantial and workmanlike manner. All new work shall match, as nearly as practicable, existing, adjoining, and/or adjacent similar work. Operations affecting existing work shall be conducted with care not to damage work in place, and all existing work damaged by such operations shall be rectified or replaced without additional expense to the District.

3.3 DRAWINGS ACCOMPANYING SPECIFICATIONS

A. NONE

3.4 SITE VISITATION

A. Prior to submitting quotations, prospective quoters are invited to visit the site and satisfy themselves as to the character and amount of work to be accomplished. Site visitation, may be arranged by the Buildings and Grounds Manager or Project Manager.

3.5 TIME OF COMPLETION

A. All work shall be completed within 45 calendar days after date of Notice to Proceed.
## CCC PROPOSITION 39 JOB CREATION TRACKING REPORT (FORM J)

### Contract Completion Report

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<table>
<thead>
<tr>
<th>Description</th>
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<table>
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<th>Date</th>
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</table>

**Instructions:**

California Community College Districts are required to report, at the completion of each project utilizing Proposition 39 funds, the "Total On-Site Work Hours" that have been created in performing the work. The contractor is required to complete this Job Creation Tracking Report as a condition of the contract with the district and submit it to the district as a part of the closeout documents and as a condition for receiving final payment. Contractor to verify hours reported with payroll applications and submit copies of all supporting documents.

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

### Los Medanos College

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<th>Project ID</th>
<th>Project Description</th>
<th>On-Site Work Hours*</th>
<th>Total No. of Employees Working on Project</th>
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*Note: "On-Site Hours" is defined as the total number of hours of utilization of each employee/trainee - apprentice associated with that specific project ID.

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

<table>
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<tr>
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<table>
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</table>
FEATURES & SPECIFICATIONS

INTENDED USE — The 2GTL LED recessed troffer offers a wide range of lumen packages, color temperatures, and lens options to meet the lighting needs for a wide range of applications such as schools, offices, and hospitals. The light engine delivers long life and excellent color to ensure a sound quality, low-maintenance lighting installation. Certain airborne contaminants can diminish integrity of acrylic. Click here for Acrylic Environmental Compatibility Table for suitable uses.

CONSTRUCTION — Housing formed from 22 gauge cold-rolled steel. Smooth hemmed sides and smooth inward formed end flanges for safe handling. Lighter-weight fixture allows for safer, easier installation.

OPTICS — Highly transmissive pattern #12 lens diffuses the light source without compromising output. Pattern #19 and satin white lens options also available.

ELECTRICAL — Long-life LEDs, coupled with high-efficiency drivers, provide extended service life. 90% LED lumen maintenance at 60,000 hours (L90/60,000).

eLED driver options deliver choice of dimming range, and choices for control, while assuring flicker-free, low-current inrush, 89% efficiency and low EMI.

Optional iLight® embedded controls make each luminaire addressable — allowing it to digitally communicate with other iLight enabled controls such as dimmers, switches, occupancy sensors and photocontrols. Simply connect all the iLight enabled control devices and the GTL luminaire using standard Cat-5 cabling. Unique plug-and-play convenience as devices and luminaires automatically discover each other and self-commission.

Lumen Management: Unique lumen management system (option N80) provides onboard intelligence that actively manages the LED light source so that constant lumen output is maintained over the system life, preventing the energy waste created by the traditional practice of over lighting.

The step-level dimming option (SLD) allows the system to be switched to 50% power for compliance with common energy codes while maintaining fixture appearance.

Ballast disconnect is provided where required to comply with U.S. and Canadian codes.

INSTALLATION — LED boards include plug-in connectors for easy of upgradability. Suitable for direct insulation contact. Suitable for damp location.

LISTINGS — ETL listed to meet US and Canadian standards. IC rated. DesignLights Consortium® (DLC) qualified product. Not all versions of this product may be DLC qualified. Please check the DLC Qualified Products List at www.designlights.org/QPL, to confirm which versions are qualified.

WARRANTY — 5 year limited warranty. Complete warranty terms located at www.acrylicbrands.com/website/term_and_conditions.sngx

Note: Actual performance may differ as a result of end-user environment and application.

All values are design or typical values, measured under laboratory conditions at 25°C. Specifications subject to change without notice.

ORDERING INFORMATION

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Example: 2GTL 4 48L EZ1 LP360

Controls: Order as separate catalog number.

Notes:
1. Approximate lumen output. Lumen output will vary depending upon lens option chosen.
2. Not available with EL7L, EL14, or SLD.
3. When using pre-wire option, use PWS1866.
4. Not available with SLD.
5. Only available with aluminum door.
6. Must specify voltage, 120 or 277.
### 2GTL LED Troffer

#### Performance Data

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*Note: Performance based on standard #12 pattern acrylic lens.*

#### MOUNTING DATA

Continuous rim mounting of flanged units requires CR1 and CRM trim options (see options).

#### Photometrics

2GTL4 48L EZI LP835, 4815 delivered lumens, test no. LTL26406P9, tested in accordance with IESNA LM-79.

![Photometric Diagram](image)

#### Coefficients of Utilization

<table>
<thead>
<tr>
<th>Zonal Lumen Summary</th>
<th>Zone</th>
<th>Lumens</th>
<th>% Lamp</th>
<th>% Fixture</th>
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<tr>
<td>0° - 30°</td>
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</tr>
</tbody>
</table>

#### Constant Lumen Management

Enabled by the embedded daylight control, the GTL actively tracks its run-time and manages its light source such that constant lumen output is maintained over the system’s life. Referenced to as lume management, this feature eliminates the energy waste created by the traditional practice of over-lighting.

#### Without Lumen Management

*Energy wasted and light level is inconsistent.*

![Without Lumen Management Diagram](image)

#### With Lumen Management

*Energy is saved and light level remains consistent.*

![With Lumen Management Diagram](image)

---

**Lithonia Lighting**

LED:  One Lithonia Way, Alcovy, GA 30012  Phone: 800-858-7863  Fax: 770-929-8788  www.lithonia.com  © 2012-2015 Acuity Brands Lighting, Inc. All rights reserved. Rev. 10/06/15
FEATURES & SPECIFICATIONS

INTENDED USE — The 2GTL LED recessed troffer offers a wide range of lumens packages, color temperatures, and lens options to meet the lighting needs for a wide range of applications such as schools, offices, and hospitals. The light engine delivers long life and excellent color to ensure a sound quality, low-maintenance lighting installation. Certain airborne contaminants can diminish integrity of acrylic. Click here for Acrylic Environmental Compatibility table for suitable uses.

CONSTRUCTION — Housing formed from 22-gauge cold-rolled steel. Smooth hemmed sides and smooth inward formed end flanges for safe handling. Lighter-weight fixture allows for safe, easy installation.

OPTICS — Highly transmissive pattern #2 lens diffuses the light source without compromising output. Pattern #19 and satin white lens options also available.

ELECTRICAL — Long-life LEDs, coupled with high-efficiency drivers, provide extended service life. 90% LED lumen maintenance at 60,000 hours (50/60,000).

delitLED driver options deliver choice of dimming range, and choices for control, while assuring flicker-free, low-current innits, 85% efficiency and low EMI.

Optional Light® embedded controls make each luminaire addressable — allowing it to digitally communicate with other network enabled controls such as dimmers, switches, occupancy sensors and photocontrols. Simply connect all the network enabled control devices and the GTL luminaires using standard Cat 5 cabling. Unique plug-and-play convenience as devices and luminaires automatically discover each other and self-commission.

Lumen Management: Unique lumen management system (option N80) provides onboard intelligence that actively manages the LED light source so that constant lumen output is maintained over the system life, preventing the energy waste created by the traditional practice of over-lighting.

The step-level dimming option (SLD) allows the system to be switched to 50% power for compliance with common energy codes while maintaining fixture appearance.

Ballast disconnect is provided where required to comply with U.S. and Canadian codes.

INSTALLATION — LED boards include plug-in connectors for easy of upgradability. Suitable for direct insulation contact. Suitable for damp location.

LISTINGS — CSA certified to meet U.S. and Canadian standards. IC rated. DesignLights Consortium® (DLC) qualified product. Not all versions of this product may be DLC qualified. Please check the DLC Qualified Products List at www.designlights.org/QPL to confirm which versions are qualified.

ORDERING INFORMATION

Lead times will vary depending on options selected. Consult with your sales representative.

Example: 2GTL 2.33L EZ1 LP835

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### 2GTL Series Specifications

- **Length:** 24 in (61.0 cm)
- **Width:** 24 in (61.0 cm)
- **Depth:** 3-1/4 in (8.2 cm)

All dimensions are inches (centimeters) unless otherwise indicated.

---

**Controls**

- **(blank)**: No controls
- **N80**: nLight with 80% (L80) lumen management
- **N80EMG**: nLight with 80% (L80) lumen management for use with generator supply emergency power
- **N100**: nLight without lumen management
- **N100EMG**: nLight without lumen management for use with generator supply emergency power

**Options**

- **EL27**: 700 lumen emergency battery
- **EL140**: 1400 lumen emergency battery
- **CP**: Chicago plum
- **PWS1836**: 6’ pre-wire, 3/8” diameter, 18-gauge, 1 circuit
- **PWS1846**: 6’ pre-wire, 3/8” diameter, 18-gauge, 2 circuit
- **ABC**: Door frame gasketing
- **GFR**: Slow-blowing fuse
- **GMF**: Fast-blowing fuse
- **LAC**: Earthquake clip
- **NPLT**: Narrow pallet
- **PAF**: Paint after fab

**Accessories**

- **DGA22**: Drywall grid adapter for 2x2 recessed fixture.

**Notes**

1. Approximate lumen output. Lumen output will vary depending on lens option chosen.
2. Not available with EL27, EL140, or SLD.
3. Not available with EL27 or EL140.
4. Not available with SLD.
5. When using pre-wire option, use PWS1846.
6. Only available with aluminum door.
7. Must specify voltage, 120 or 277.
2GTL LED Troffer

### Performance Data

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<thead>
<tr>
<th>Lumen Package</th>
<th>Input Watts</th>
<th>Lumens</th>
<th>LPW</th>
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Note: Performance based on standard #12 pattern acrylic lens.

### MOUNTING DATA

Lay-in Grid (exposed or concealed grid)
Overlapping Flanged Trim with swing-gate hangers

**NOTE:**

1. Recommended rough-in dimensions for F-trim fixtures 2" x 4" x 48" (tolerance is ± 1/4" x ± 1/4"), Swing gate range 1-3/16" to 5-1/16" Swing gate span 21-3/8" to 26-11/16" Fixture swing gate points require additional 1-1/16" over nominal fixture height.

### PHOTOMETRICS

2GTL2 33L EZ1 LPR35, 3453 delivered lumens, test no. LTL26153PS, tested in accordance with IESNA LM-79.

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**Coefficients of Utilization**

<table>
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<tr>
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<th>% Fixture</th>
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<tr>
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<td>0° - 120°</td>
<td>3454</td>
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Enabled by the embedded nLight control, the 2GTL actively tracks its run-time and manages its light source such that constant lumen outputs is maintained over the system life. Referred to as lumen management, this feature eliminates the energy wasted created by the traditional practice of over-lighting.

**Without Lumen Management**

Energy is wasted and light level is inconsistent.

**With Lumen Management**

Energy is saved and light level remains consistent.
CONTRA COSTA COMMUNITY COLLEGE DISTRICT
500 Court St, Martinez, CA 94553

CONSTRUCTION AGREEMENT

CONTRACT NO. ____________________

(Construction Agreement)

This Agreement shall not be enforceable until ratified and approved by the Contra Costa Community College District’s Governing Board. The estimated board meeting date is [edit].

1.0 This specific conditions are part of this Agreement by this reference:

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

                    (Contractor)

                    Address: _______________________________________
                                                  _______________________
                    _______________________
                    _______________________

§1.2 Effective Date: _______________________________________

§1.3 The Work: [edit]

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

§1.5.1 Liquidated Damages:

§1.6 Public Agency’s Agent: CONTRA COSTA COMMUNITY COLLEGE DISTRICT (“District”)

§1.7 Contract Sum: ___________ Thousand, __________ Hundred, ___________ Dollars and No Cents ($000,000.00)

2. SCOPE OF WORK:

   [edit or get from architect].

3. WORK CONTRACT, CHANGES

   (a) By their signatures below, effective on the above date, these parties promise and agree as set forth in this Agreement, incorporating by these references labor and materials contained in Section 2, Scope of Work.

   (b) Contractor shall, at Contractor's own cost and expense, and in a workmanlike manner, fully and faithfully perform and complete the work; and will furnish all materials, labor, services, equipment, and transportation necessary, convenient and proper in order fairly to perform the requirements of this contract, all strictly in accordance with the Public Agency's plans, drawings and specifications.

   (c) The work can be changed only with Public Agency's prior written order specifying such change and its cost agreed to by the parties; and the Public Agency shall never have to pay more than specified in Section 1.7 without such an order.

4. TIME: NOTICE TO PROCEED AND ACCEPTANCE
(a) Contractor shall start this work as directed in the specifications or the Notice to Proceed and shall complete it as specified in Section 1, Completion Time.

(b) Partial Acceptance — If at any time during the prosecution of the project, the Contractor substantially completes the Phase of Work of the Project, the Contractor may request the District to make an inspection of the Phase of Work. If the District finds upon inspection that the Phase of Work has been satisfactorily completed in compliance with the contract, the District may accept that Phase of Work as being completed provided that the Contractor shall remain responsible for completion of any Remaining Work of such Phase of the Project. Phases of Work of the project eligible for the Partial Acceptance allowed in this paragraph shall be identified specifically in the Contract Documents as Phases of Work to be eligible for Partial Acceptance. Such Partial Acceptance shall in no way void or alter any of the terms of the Contract.

(c) Remaining Work after Substantial Completion. If the Architect or District determines that the work required by the Contract is Substantially Complete during any inspection conducted pursuant to this Agreement or Specification Section 01770, Contract Closeout Procedures, the Contractor shall be notified of that determination and the District shall determine if there is Remaining Work. A list of Remaining Work shall be issued only by the District or the Architect and only after the District has certified Substantial Completion. The District or Architect shall give the Contractor the necessary instructions for correction or completion of the Remaining Work, and the Contractor shall immediately comply with and execute such instructions within the Contract Time. Upon completion of the Remaining Work, another inspection shall be made that shall constitute the Final Inspection, provided the Remaining Work has been completed to the satisfaction of the District. If the remaining work has been completed to the satisfaction of the District, the District shall make the final acceptance and notify the Contractor in writing of this acceptance as of the date of Final Inspection.

(d) Final Acceptance — Upon due notice from the Contractor of completion of the entire project, the District shall make an inspection. If all construction provided for and contemplated by the contract is found to be completed to the District’s satisfaction then that inspection shall constitute the Final Inspection and the District shall notify the Contractor in writing of final acceptance effective as of the date of the Final Inspection.

(e) Default for failure to Complete Remaining Work In the event the Contract Time expires before the Remaining Work is completed to the satisfaction of the District, the District may provide notice to the Contractor that the Remaining Work shall be completed by Contractor to the satisfaction of the District within ten consecutive calendar days from the date of such notice. The failure of the Contractor to satisfactorily complete the Remaining Work within the ten days shall entitle to District to declare Contractor in default and thereafter terminate the Contract. The ten-day notice provided under this paragraph shall not be construed as adding any time to the Contract Time and is a time period solely for the purposes of providing notice of default.

(f) Application for Final Payment. After the Contractor has completed all Remaining Work to the satisfaction of the District and delivered all maintenance and operating instructions, schedules, guarantees, warranties, bonds, certificates of inspection, marked-up record documents and other documents as required by the Contract, and after the District or Architect has indicated that the work is acceptable, Contractor may make application for final payment following the Payments Procedures for progress payments. The final application for payment shall be accompanied by all documentation called for in the Contract Documents, together with complete and legally effective releases or waivers (satisfactory to the District) of all liens arising out of or filed in connection with the work on the project.

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

5. LIQUIDATED DAMAGES
If the Contractor fails to complete this contract and this Work or Phase of Work within the time fixed therefore, allowance being made for contingencies as provided herein, Contractor becomes liable to the Public Agency for all its loss and damage therefrom; and because, from the nature of the case, it is and will be impracticable and extremely difficult to ascertain and fix the Public Agency’s actual damage from any delay in performance hereof, it is agreed that Contractor will pay as liquidated damages to the Public Agency the reasonable sum specified in Section 1, the result of the parties’ reasonable endeavor to estimate fair average compensation therefore, for each calendar day’s delay in finishing said Work or Phase of Work; and if the same be not paid, Public Agency may, in addition to its other remedies, deduct the same from any money due or to become due Contractor under this Contract. If the Public Agency for any cause authorizes or contributes to a delay, suspension of work or extension of time, its duration shall be added to the time allowed for completion, but it shall not be deemed a waiver nor be used to defeat any right of the Agency to damages for non-completion or delay hereunder. Pursuant to Government Code Section 4215, the Contractor shall not be assessed liquidated damages for delay in completion of the work, when such delay was caused by the failure of the Public Agency or the owner of a utility to provide for removal or relocation of existing utility facilities.

6. INTEGRATED DOCUMENTS
The plans, drawings and specifications and special provisions of the Public Agency’s Notice Inviting Bids, and Contractor’s accepted bid for this work are hereby incorporated into this Contract; and they are intended to cooperate, so that anything exhibited in the plans or drawings and not mentioned in the specifications or special provisions, or vice versa, is to be executed as if exhibited, mentioned and set forth in both, to the true intent and meaning thereof when taken all together; and differences of opinion concerning these shall be finally determined by the Public Agency.

7. PAYMENT
(a) For strict and literal fulfillment of these promises and conditions, and full compensation for all this work, the Public Agency shall pay the Contractor the sum specified in Section 1, except that in unit price contracts the payment shall be for finished quantities at unit bid prices.
(b) On or about the first day of each calendar month, the Contractor shall submit to the Public Agency a verified application for payment, supported by a statement showing all materials actually installed during the preceding month, the labor expended thereon, and the cost thereof; whereupon, after checking, the Public Agency shall issue to Contractor a certificate for the amount determined to be due, minus ten (10%) percent thereof pursuant to the Public Agency’s General Terms and Conditions, but not until defective work and materials have been removed, replaced and made good.

8. PAYMENTS WITHHELD
(a) The Public Agency or its agent may withhold any payment, or because of later discovered evidence nullify all or any certificate for payment, to such extent and period of time only as may be necessary to protect the Public Agency from loss because of:

(1) Defective work not remedied, or work not completed, or
(2) Claims filed or reasonable evidence indicating probable filing, or
(3) Failure to properly pay subcontractors or for material or labor, or

Contra Costa Community College District
Campus
Project Number and Name

Page 3 of 10
Construction Agreement (Short Form)
(4) Reasonable doubt that the work can be completed for the balance then unpaid, or
(5) Damage to another contractor, or
(6) Damage to the Public Agency, other than damage due to delays.

(b) The Public Agency shall use reasonable diligence to discover and report to the Contractor, as the work progresses, the materials and labor which are not satisfactory to it, so as to avoid unnecessary trouble or cost to the Contractor in making good any defective work or parts.

(c) Thirty-five (35) calendar days after Public Agency files its notice of completion of the entire work, it shall issue a certificate to the Contractor and pay the balance of the contract price after deducting all amounts withheld under this contract, provided the Contractor shows that all claims for labor and materials have been paid, no claims have been presented to the Public Agency based on acts or omissions of the Contractor, and no liens or withhold notices have been filed against the work or site, and provided there are not reasonable indications of defective or missing work or of late-recorded notices of liens or claims against Contractor.

9. **INSURANCE**

Before the commencement of the Work, the Contractor shall purchase from and maintain in a company or companies lawfully authorized to do business in California as admitted carriers with a financial rating of at least A status as rated in the most recent edition of Best’s Insurance Reports or as amended by the Supplementary General Conditions, such insurance as will protect the Public Agency from claims set forth below, which may arise out of or result from the Contractor’s operations under the Contract and for which the Contractor may be legally liable, whether such operations are by the Contractor, by a Subcontractor, by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable.

a. Claims for damages because of bodily injury, sickness, disease, or death of any person District would require indemnification and coverage for employee claim;

b. Claims for damages insured by usual personal injury liability coverage, which are sustained by a person as a result of an offense directly or indirectly related to employment of such person by the Contractor or by another person;

c. Claims for damages because of injury or destruction of tangible property, including loss of use resulting therefrom, arising from operations under the Contract Documents;

d. Claims for damages because of bodily injury, death of a person, or property damage arising out of the ownership, maintenance, or use of a motor vehicle, all mobile equipment, and vehicles moving under their own power and engaged in the Work;

e. Claims involving contractual liability applicable to the Contractor’s obligations under the Contract Documents, including liability assumed by and the indemnity and defense obligations of the Contractor and the Subcontractors; and

f. Claims involving Completed Operations, Independent Contractors’ coverage, and Broad Form property damage, without any exclusions for collapse, explosion, demolition, underground coverage, and excavating. (XCU)

g. Claims involving sudden or accidental discharge of contaminants or pollutants.

**Additional Insured Endorsement Requirement:** The Contractor shall name, on any policy of insurance, the District, Architect, Inspector, the State of California, their officers, employees, agents and independent contractors as Additional Insured. Subcontractors shall name the Contractor, the District, Architect, Inspector, the State of California, their officers, employees, agents and independent contractors as Additional Insured.

The Additional Insured Endorsement included on all such insurance policies shall state that coverage is afforded the additional insured with respect to claims arising out of operations performed by or on behalf of the insured. If the Additional Insured have other insurance which is applicable to the loss, such other insurance shall be on an excess or contingent basis. The insurance provided by the Contractor must be designated in the policy as primary
to any insurance obtained by the Public Agency. The amount of the insurer’s liability shall not be reduced by the existence of such other insurance.

Specific Insurance Requirement: Contractor shall take out and maintain and shall require all subcontractors, if any, whether primary or secondary, to take out and maintain:

a) Comprehensive General Liability Insurance with an aggregate of not less than $(2,000,000.00); Per occurrence, $(1,000,000.00)

b) Automotive (any auto) where operated in amounts $(1,000,000.00)

c) Workers’ Compensation Insurance: $(1,000,000.00); Contractor is aware of and complies with Labor Code Section 3700 and the Worker's Compensation Law.

10. BONDS

Bond Requirements: Prior to commencing any portion of the Work, the Contractor shall furnish separate payment and performance bonds for its portion of the Work which shall cover 100% faithful performance of and payment of all obligations arising under the Contract Documents and/or guaranteeing the payment in full of all claims for labor performed and materials supplied for the Work. All bonds shall be provided by a corporate surety authorized and admitted to transact business in California as sureties.

To the extent, if any, that the Contract Price is increased in accordance with the Contract Documents, the Contractor shall, upon request of the Public Agency, cause the amount of the bonds to be increased accordingly and shall promptly deliver satisfactory evidence of such increase to the Public Agency. To the extent available, the bonds shall further provide that no change or alteration of the Contract Documents (including, without limitation, an increase in the Contract Price, as referred to above), extensions of time, or modifications of the time, terms, or conditions of payment to the Contractor will release the surety. If the Contractor fails to furnish the required bonds, the Public Agency may terminate the Contract for cause.

On signing this contract, Contractor shall deliver to Public Agency for approval good and sufficient bonds with sureties, in amount(s), specified in the specifications or special provisions, guaranteeing faithful performance of this contract and payment for all labor and materials hereunder.

11. FAILURE TO PERFORM

If the Contractor at any time refuses or neglects, without fault of the Public Agency or its agent(s), to supply sufficient materials or workers to complete this agreement and work as provided herein, for a period of ten days or more after written notice thereof by the Public Agency, the Public Agency may furnish same and deduct the reasonable expenses thereof from the contract price.

12. LAWS APPLY: General

Both parties recognize the applicability of various federal, state and local laws and regulations, especially Chapter 1 of Part 7 of the California Labor Code (beginning with Section 1720, and including Sections 1735, 1777.5, 1777.6, forbidding discrimination) and intend that this agreement complies therewith. The parties specifically stipulate that the relevant penalties and forfeitures provided in the Labor Code, especially in Sections 1775, 1776, and 1813, concerning prevailing wages and hours, shall apply to this agreement as though fully stipulated herein.

13. SUBCONTRACTORS

Public Contract Code Sections 4100-4113 are incorporated herein.

14. WAGE RATES

(a) Pursuant to Labor Code Section 1773, the Director of the Department of Industrial Relations has ascertained the general prevailing rates of wages per diem, and for holiday and overtime work, in the locality in which this work is to be performed, for each craft, specified in the call for bids for this work and are on file with the Public Agency, and are hereby incorporated herein.

(b) This schedule of wages is based on a working day of eight (8) hours unless otherwise specified; and the daily rate is the hourly rate multiplied by the number of hours constituting the working day. When less
than that number of hours are worked, the daily wage rate is proportionately reduced, but the hourly rate remains as stated.

(c) The Contractor, and all subcontractors, must pay at least these rates to all persons on this work, including all travel, subsistence, and fringe benefit payments provided for by applicable collective bargaining agreements. All skilled labor not listed above must be paid at least the wage scale established by collective bargaining agreement for such labor in the locality where such work is being performed. If it becomes necessary for the Contractor or any subcontractor to employ any person in a craft, classification or type of work (except executive, supervisory, administrative, clerical or other non-manual workers as such) for which no minimum wage rate is specified, the contractor shall immediately notify the Public Agency which shall promptly determine the prevailing wage rate therefore and furnish the Contractor with the minimum rate based thereon, which shall apply from the time of the initial employment of the person affected and during the continuance of such employment.

15. **HOURS OF LABOR**

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

16. **APPRENTICES**

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

17. **PREFERENCE FOR MATERIALS**

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

18. **ASSIGNMENT**

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

19. **NO WAIVER BY PUBLIC AGENCY**

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

20. **HOLD HARMLESS AND INDEMNITY**

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

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

(c) The liabilities protected against are any liability or claim for damage of any kind allegedly suffered, incurred or threatened because of actions defined below, including personal injury, death, property damage, inverse condemnation, or any combination of these, regardless of whether or not such liability, claim or damage was unforeseeable at any time before the Public Agency approved the improvement plan or accepted the improvements as completed, and including the defense of any suit(s) or action(s) at law or equity concerning these.
(d) The actions causing liability are any act or omission (negligent or non-negligent) in connection with the matters covered by this contract and attributable to the contractor, subcontractor(s), or any officer(s), agent(s), or employee(s) of one or more of them.

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

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

22. GOVERNMENT CODE SECTION 10532
Contractor shall be subject to the examination and audit of the Auditor General for a period of three years after final payment under the contract.

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

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

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

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

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

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

(e) The District shall notify the Contractor, in writing, within a reasonable time after the discovery of any failure, defect, or damage.

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

(g) With respect to all warranties, express or implied, from subcontractors, manufacturers, or suppliers for work performed and materials furnished under this contract, the Contractor shall—
(1) Obtain all warranties that would be given in normal commercial practice;

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

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

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

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

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

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

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

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

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

25. HAZARDOUS MATERIALS

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

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

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

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

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

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

27. **SIGNATURES AND ACKNOWLEDGEMENT**

**Public Agency**, By:

[edit]

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

**Contractor**, hereby also acknowledging awareness of and compliance with Labor Code §1861 concerning Worker's Compensation Law.

**Contractor:**

By: ________________________________ (CORPORATE SEAL)

(Designate Official Capacity – COMPANY NAME)
Print NAME and TITLE

License Number
Federal ID Number

NOTARY PUBLIC

State of California ) ss. ACKNOWLEDGMENT (By Corporation, Partnership or Individual)
County of Contra Costa )

The person(s) signing above for Contractor, known to me in individual and business capacity as stated, personally appeared before me today and acknowledged that he/she/they executed it and that the corporation or partnership named above executed it.

Dated: ____________________________

(NOTARIAL SEAL)

END OF DOCUMENT