

Berkeley Unified School District
PROP. 39 ENERGY CONSERVATION AND ENERGY EFFICIENCY SERVICES
Interior Lighting Retrofits at Multiple Sites
REQUEST FOR QUALIFICATIONS AND PROPOSALS

PROJECT

Berkeley Unified School District (DISTRICT) is requesting proposals from qualified lighting contractors, herein referred to as ‘Contractor’ with experience working in K-12 educational settings. The DISTRICT has received funding from Proposition 39. A previous energy audit has identified several lighting retrofit opportunities. The scope of this project includes interior lighting retrofits at multiple District sites including: Berkeley High School (C Bldg.); Berkeley Adult School; Cragmont Elementary School; Emerson Elementary School; Berkeley Arts Magnet; Washington Elementary School; and Berkeley Technology Academy.

The DISTRICT will evaluate proposals to determine the Firm best qualified consistent with the evaluation criteria set forth, below. The DISTRICT intends to use the authority granted by Government Code sections 4217.10, et seq. as the basis for any contract award that may result from this Request for Qualifications and Proposals (RFQP).

The selected Contractor will work with the assigned project manager, prepare final project designs, gather and submit verification data consistent with Prop 39 and PG&E rebate requirements, complete construction and installation, obtain required permits, register project with CA Department of Industrial Relations, and complete project close out.

It is the intent of this RFQP to establish the project approach, specifications and work-scope, schedule and terms and conditions governing the selection process. Proposals shall be firm for ninety (90) days from the date of their opening. All Proposals must meet or exceed all the specifications contained herein. Three (3) signed copies of the Proposal should be addressed to the attention of:

Tom Bollinger
Director of Purchasing
Berkeley Unified School District
2020 Bonar St.
Berkeley, CA 94702

The full RFQP and supporting documents are available on the DISTRICT’S website:
<https://www.berkeleyschools.net/departments/purchasing/>

Proposals are due 4:00 PM February 25, 2019.

PROCUREMENT

The project must conform to all requirements of California Government Code 4217, Title 24, California Division of State Architect (DSA) and all the parameters laid out in the Proposition 39 guidelines. In addition, the DISTRICT will make a best value selection based upon objective criteria related to price, features, functions and life-cycle costs.

The DISTRICT will evaluate proposals to determine the Firm best qualified consistent with the evaluation criteria set forth, below. The DISTRICT intends to use the authority granted by Government Code sections 4217.10, et seq. as the basis for any contract award that may result from this RFP.

PREVAILING WAGE RATES AND COMPLIANCE WITH SENATE BILL 854

All work on this project is subject to the payment of prevailing wages as determined by the Dept. of Industrial Relations. This Project is subject to labor compliance monitoring and enforcement by the Department of Industrial Relations pursuant to Labor Code section 1771.4 and subject to the requirements of Title 8 of the California Code of Regulations. All bidders, contractors and subcontractors working at the site shall be duly registered with the Department of Industrial Relations at the time of bid opening and during the entire course of the work. The contractor will be required to furnish certified payroll records directly to the Department of Industrial Relations in accordance with Labor Code Sections 1771.4(a) and 1776.

SCOPE OF WORK

The scope of the project will include the following:

1. All equipment must be listed as Design Lights Consortium (DLC) Premium Classification
2. Provide all necessary equipment, hardware, adapters, and any other materials necessary for a quality installation. Ensure installation quality, compliance with project schedule and proper disposal and/or recycling of old luminaires and equipment.
3. Contractor shall be responsible for patching, repairing, or replacing any District property that is damaged over the course of the work.
4. Rebate Guidelines:
 - a. To qualify for PG&E incentives, rebate eligible equipment must be listed on the California IOU Qualified Products List (QPL) found at <http://caioulightingqpl.com> at the time of the purchase of the equipment.
 - b. Share the list of any material variances with the Project Manager to ensure material rebate eligibility.
 - c. Get material variance approval from Project Manager prior to purchase of material.

- d. Contractor shall work directly with Smartlights program staff to ensure client accesses any applicable rebates. Smartlights is the PG&E/CPUC-funded local direct install implementer for Alameda County. (www.ebenergy.org)
- e. Be available for the following rebate inspections:
 - i. Pre-construction rebate inspection with Smartlights or other third-party engineering firm
 - ii. Post-construction rebate inspection with Smartlights or other third-party engineering firm
- 5. The installation will include all material, labor, equipment, services and incidentals necessary to install a complete lighting system including, but not limited to, the work included in this Specification.
- 6. Installation Submittals:
 - a. A detailed inventory of replacement equipment with equipment data sheets for approval by the DISTRICT.
 - b. Wiring diagrams
 - c. Waste disposal and recycling certifications
- 7. Contractor shall warrant all labor and replace all parts thereof for a period of one year from the date of project acceptance. The warranty for the luminaires shall be no less than five (5) years.
- 8. Train DISTRICT personnel in all aspects of routine operation, maintenance, and safety of the LED lighting luminaires and equipment installed.
- 9. Lighting equipment installed must meet or exceed current Title 24 lighting code requirements.
- 10. All existing lights fixtures are to be replaced with LED products.
- 11. All installations are required to meet IES illumination standards for the application.
- 12. Color rendering index of all equipment will be at least 80.
- 13. Motion sensors will be installed in all classrooms at Building C (Berkeley High School) where they do not currently exist. Motion sensors shall be ceiling mounted and include both infrared and ultrasonic sensing technologies.
- 14. Lenses and fixtures shall be clean and free of dirt and fingerprints.
- 15. Ensure the fit of all lighting replacement kits and reflectors.
- 16. Removal and proper disposal of all waste.
- 17. Immediately inform client of any potential scope changes that take place during the project.

18. Furnish adequate invoices that detail material, labor and total project costs. These invoices will be submitted to the CA Energy Commission for reporting purposes and to Smartlights for rebate processing.

GENERAL MATERIAL AND INSTALLATION REQUIREMENTS

1. All materials (manufacturer and model numbers) are included as for reference. “or Equal” equipment is allowed.
2. Materials shall be designed to withstand the temperatures to which they are exposed.
3. Dissimilar materials should be isolated from one another using non-conductive shims, washers, or other methods. Stainless Steel to aluminum connections are excluded.
4. All electrical conduits shall be galvanized and unpainted.
5. All electrical equipment shall be rated for the current and voltage ratings necessary for the application.
6. All electrical connections and terminations shall be fully tightened, secured, and strain relieved as appropriate.
7. All mounting equipment shall be installed to the manufacturer’s specifications.
8. All cables, conduit, exposed conductors, and electrical boxes should be secured and supported according to code requirements.
9. All national and local electric and building code requirements shall be met.
10. System Installation shall conform to Manufacturers Installation Manual and approved project drawings and specifications.
11. Installation crews shall minimize disturbance (due to noise, dust, odors, moving of furniture and equipment) of building occupants and activities.
12. Sites shall be maintained and kept secure, free of excessive debris, and in safe condition during the construction period. Site should be left “broom clean” after work is complete at the end of each work day. All work should comply with the National Electrical Code, the National Fire Code, and the Uniform Building Code, and shall be inspected by DISTRICT inspectors at each appropriate phase.

EXISTING CONDITIONS

The contractor has had sufficient access to the facility and the facility electrical system to verify that the proposal includes all materials and labor for all replacements specified in the attached lighting specification and count, and to verify the existing conditions to ensure the proper installation of the system. No additional payment will be made due to site conditions (excluding quantities) that were not accounted for by the Contractor.

CONTRACTOR USE OF PREMISES

1. All work shall be completed after hours, between 4:00 PM and 11:00 PM, Monday through Friday, on school days; and 9:00 AM and 5:00 PM on non-school days/weekends. The DISTRICT will accommodate work in unoccupied areas during operational hours. The facility must remain open and operational during normal business hours, Monday through Friday, 6:00 AM to 5:00 PM All access to and from the facility must be maintained during these hours
2. Work schedule shall accommodate special events that occur outside normal business hours; notice of these events will be communicated by the District.
3. Any utility shut-offs shall be scheduled through the Project Manager at least 72 hours ahead of time. Any shut-off that will impact the standard operation of the facility shall happen during off hours.

SCHEDULE

Date	Event
2/01/2019	RFP Issued
2/06/2019	Pre-Proposal Job Walk 2:00 PM. Meet at Berkeley High School in front of Admin. Building. District team will travel to each site with proposers. Assume 2 hours total to visit all sites.
2/14/2019	End of questions and information request period --Noon 12:00 PM
2/19/2019	Last date for response to questions provided by Addenda
2/25/2019	4:00 pm Proposals due at DISTRICT Offices, 2020 Bonar St., Berkeley, CA 94702

3/6/2019	Announcement of Best Value proposal
3/13/2019	Public Hearing and Board approval of Resolution supporting Best Value Selection
3/27/2019	Anticipated Start Date

ADDITIONAL INSTRUCTIONS TO BIDDERS

1. Final Payment will be available after a walk-through ensures completeness and functionality to DISTRICT satisfaction and all requirements for rebate processing and Prop 39 reporting has been met, and 30 days of uninterrupted operation.
2. Contractor is responsible for providing all materials, labor and necessary equipment to complete the work according to the specifications provided and best practices.
3. Upon award of contract, Contractor shall submit appropriate documents of insurance (certificates of accord); Workers Compensation- statutory limits; General Liability \$1,000,000 coverage pertaining to vehicles, property damage and public liabilities, personal injury, etc., and shall hold the DISTRICT blameless in any incident involving the contractor, his employees, his/her equipment, and vehicles.
4. Bidders shall visit the site areas and familiarize themselves with the scope of the project. A pre-bid meeting and project walk-through will be held at 2:00 pm on January 30th 2019. Proposers should set aside a minimum of two hours to visit all the sites included in this proposal request.
5. Following award of the contract, work may commence on or after March 2t, 2019. All work must be completed on or before August 15, 2019.
6. The contractor shall clean their job area daily and dispose of all trash and debris leaving the area broom clean. At the end of each shift contactor shall restore space back to original state.
7. Contractor is responsible for moving furniture as they deem necessary and protect furniture from damage and/or dust and debris.
8. The DISTRICT dumpster is not to be used for contractor’s trash.
9. It is the responsibility of the contractor / bidders to field verify all existing conditions.

QUALIFICATIONS

The DISTRICT may award a contract to the Contractor that, in its sole opinion, is the most capable of providing the range of services described in this RFP, and in the long-term best interest of the DISTRICT. The contractor shall be licensed in the state of California, hold a class B or C10 license, and shall be experienced completing similar types of work.

To be considered for this project a provider must demonstrate knowledge and experience in similar projects:

- California K-12 references that can attest to the quality of the Contractor's past work
- An established record of technical performance on typical projects within California
- A proven record of on-time and on-budget performance
- Excellent safety record
- Established records of the Contractor's ability to complete the work
- Credentialed, trained, and knowledgeable staff
- Competent management support at all levels
- Ability to effectively communicate with the DISTRICT, administration, staff, students, and community as needed

The DISTRICT reserves the right to investigate the qualifications of all Contractors under consideration and to confirm any part of the information furnished, or to require other evidence of managerial, financial, or technical capabilities that are considered necessary for the successful performance of the described energy efficiency project.

SUBMITTAL REQUIREMENTS

Address the following items as completely as possible; response to each item is mandatory:

- 1. COVER LETTER/LETTER OF INTEREST** Cover letter must include name of firm, address, telephone number, CA Contractors License number, DIR Registration number, and name of Principal to contact. Letter must be signed by representative of the firm with authorization to bind the firm by contract.

- 2. PROJECT PROPOSAL**
 - a) Identify the project schedule (timeline)
 - b) Proposed cost on a unit and total project basis, itemized budget, product quantity for each site

- c) Data sheets of all equipment including installed wattage, product life-cycle/warranty, maintenance and support provided
- d) Energy and demand savings
- e) As applicable, confirmation that equipment meets PG&E's rebate requirements including listing on the California IOU Qualified Products List (QPL). Submittal must include a complete screen shot of the product details from the LED QPL. Date of screenshot must be included. See Appendix B for example.
- f) Any measures requested but not included in the proposal should be itemized separately in the proposal and clearly marked as not included
- g) Lighting Replacement Excel Bid Sheet
- h) Unit prices on Bid Pages will be used for contract changes that result from changes in quantities
- i) Designated Subcontractor list

3. DESCRIPTION OF FIRM

- a) History, number of years in business in California, staff size
- b) Location of office which will perform the work
- c) Size of staff if applicable one-person Contractors/firms may submit

4. RELEVANT EXPERIENCE

- a) List relevant K-12 and or Community College projects where your firm has completed projects and include:
 - i. Project name, type and location Ex: Classroom / Kitchen/ Library / Administration / Laboratory
 - ii. Year completed
 - iii. Project size, square feet and construction cost
- b) List client names, contact person, and phone number for relevant project information.

5. FIRM TRACK RECORD

- a) Has your firm ever been let go by a client or replaced by another firm during any related project? If so, explain in detail.
- b) Does your firm have any current or pending litigation on any projects? If so, please describe.
- c) Has your firm defaulted on a contract within the past five (5) years or declared bankruptcy, or been placed in receivership within the past five (5) years?
- d) Is or has your firm been a party to suits, claims, or similar actions related to:
 - i. Construction claims relating to performance or delay

- ii. OSHA, labor relations, or similar issues affecting the progress of the work
- iii. California State Contractor License suspensions or code violations
- iv. If “yes” to any of the above, provide a summary and current status of the issue under separate attachment to the response to this RFP.

SUBMITTAL INFORMATION

Deadline for submission of three (3) copies of your submittal is 4:00 PM, February 25, 2019. Submittals received after the deadline may be returned. All submittals become the sole property of the DISTRICT and the content will be held confidential until the selection of a firm is made. Any proprietary information must be designated clearly and should be bound separately and labeled with words “PROPRIETARY INFORMATION”. An entire submittal marked as such will not be accepted.

Submit sealed proposals clearly marked “**Proposal for Berkeley Unified School District Lighting Retrofits**” to the following location:

Attn: Tom Bollinger
Director of Purchasing
Berkeley Unified School District
2020 Bonar St.
Berkeley, CA 94702

Questions or clarifications may be submitted by email to John Calise: johncalise@berkeley.net.

SUBMITTAL EVALUATION PROCESS

The DISTRICT Board will manage the selection process, review and evaluate the Proposals and make a recommendation regarding the selection of a successful Contractor by utilizing the DISTRICT’s bid recap spreadsheet which incorporates, Company, Sealed bids, Firms history, Relevant experience, Firm’s track record, DIR identification number, Subcontractor list, Non-Collusion affidavit, Worker’s Comp certificate, California contractor’s license number and base bid. The review committee shall be comprised of individuals with experience, knowledge and program responsibility for the products and services of this Project The evaluation, selection and recommendation time frame is expected to be approximately two weeks.

Selection will be conducted comprehensively, fairly and impartially. Structured, quantitative scoring techniques will be used to maximize objectivity. Selection will include an assessment of the Firms’ proven ability to apply their experience and technical expertise to:

- Complete this energy savings project in an efficient and skilled manner.
- Provide quality components per contract documents.

- Collect, document and assemble in the approved format, all pre and post monitoring and verification data as required of a Prop 39 and PG&E energy savings project.

The DISTRICT will address the following criteria in evaluation of submittals in order to gauge the ability of the Provider. The same general criteria will be used to judge both the submittal and the interview, should the DISTRICT choose to conduct interviews with Providers.

1. Proposed contract price
2. Functions consistent with the Scope of Work attached and incorporated herein which shall consist of:
 - a. Meeting all scope of work criteria, without exception
 - b. Exceeding scope of work criteria
3. Features, other than core functions, which add tangible value expressed in the Proposal
4. Life-cycle costs which shall consist of:
 - a. Operational and maintenance costs
 - b. Replacement costs
 - c. Anticipated energy savings

The DISTRICT reserves the right to:

- Reject any or all submittals at its sole discretion.
- Cancel the Request for Proposals (RFP).
- Modify any requirements contained within the RFP and request a revised submission from all providers.
- Establish other evaluation criteria determined to be in the best interest of the DISTRICT.
- Contract with any of the firms responding to this RFP based solely upon its judgment of the qualifications and capabilities of the Contractor/firm.

A Selection Committee, as deemed necessary, will be formed to evaluate the submittals. Composition and creation of this committee, should one be formed, is at the sole discretion of the DISTRICT. The Selection Committee may review the submittals for format to ensure conformance with the requirements of the RFP and may select finalist to interview with the committee as part of the evaluation process. The DISTRICT does not guarantee that an interview will take place, thus reserving the right to select a Provider based solely on the information provided in the submittals received in response to the RFP. Should an interview take place, the key personnel responsible for fulfilling the requirements of the project shall be required to be present for the interview. The DISTRICT will take all steps necessary to ensure that any discussions and interviews conducted in connection to this RFP will be done in a fair and impartial manner.

This RFP does not commit the DISTRICT to negotiate a contract. The DISTRICT will not be responsible for any expenses incurred by any firm in preparing and submitting a proposal or response to this RFP.

SPECIAL PROCEDURES

1. Emergency Evacuation: Review and coordinate emergency response procedures with the facility staff. Become familiar with evacuation procedures and coordinate response of workers in an emergency.
2. Contractor Superintendent: Contractor's superintendent shall have experience supervising projects of similar size and type. The superintendent must be qualified to supervise all phases of this project. The superintendent's resume must be submitted to the DISTRICT prior to beginning the construction.
3. Project Safety
 - a. Contractor shall comply with all applicable safety standards from the California Code of Regulations, Title 8, including but not limited to the Construction Safety orders. For the duration of the Contract work the contractor must have on-site and available for review a copy of their injury and Illness Prevention Program. In addition, the contractor will be required to have the following documents at the job-site per Cal OSHA, Title 8 Regulations:
 - i. Code of Safety Practices
 - ii. Cal-OSHA required permits
 - iii. All Cal-OSHA required training certifications
 - iv. Respiratory Protection Program for all work sited where respirators are mandatory.
 - v. Fall protection.
 - vi. Material Safety Data Sheets
 - b. The contractor will be required to post all required Cal-OSHA documents.
 - c. The contractor must designate a superintendent as the Competent Person per Title 8.
 - d. The contractor must take appropriate measures to ensure the security and safety of the work site, and materials and tools stored on premises. No tools are to be left unsecured after hours for any reason, within the secure areas around or in the building. Employees shall be directed to diligently police the construction areas for removal of debris, as well as tools and materials. Notify employees that inappropriate behavior or language will be grounds for removal of that employee from the job site.

- e. Comply with all safety recommendations of the Material Safety Data Sheets and ensure that workers, staff, and public are not exposed to hazardous fumes or materials as a result of this work.
 - f. Appropriate protective clothing shall be worn when handling the products. Clothing shall include hard hats, steel toe boots, and insulated gloves when working on an active system.
4. Project Meetings
- a. *Pre-construction Meeting:* The DISTRICT will schedule a pre-construction meeting with the Contractor, the contractor’s Project Superintendent and affected DISTRICT department representatives and consultants, at DISTRICT facilities.
 - b. *Project Progress Meetings:* The contractor will make arrangements for Project Progress Meetings every two weeks. The Contractor will be responsible for scheduling, administering, preparing the agenda, and recording and distributing meeting minutes. Attendees shall include the Contractor’s superintendent and the DISTRICT project manager. The agenda shall include, but not be limited to:
 - a. Review of work progress
 - b. Identification of problems that impede planned progress.
 - c. Maintenance of the Construction Schedule.
 - d. Corrective measures to maintain the Construction Schedule.
 - e. Planned progress in the succeeding work period.
 - f. Maintenance of quality of work standards.
 - g. Proposed changes to the schedule and project coordination, and the effect on the project.
 - c. *Punch List Inspection:* The contractor will schedule a punch list inspection with the DISTRICT Project Manager. The inspection will allow the DISTRICT to identify problems that may impact the performance of the lighting system.
 - d. *Final Inspection Meeting:* The Contractor will schedule a meeting that includes the DISTRICT Project Manager to walk-through and inspect the installation to ensure that all punch-list items have been addressed.

TEMPORARY FACILITIES

Telephone: The Contractor or supervisor on the job site must be able to be reached by phone at all times that work is in progress. Use of the DISTRICT’s phone system by the Contractor’s personnel will not be allowed.

PROJECT CLOSEOUT

- 1. Clean all work areas, removing any debris.

2. Prepare three (3) copies of operating and maintenance manuals in hard cover binders and deliver to the DISTRICT. As a minimum the binders shall include:
 - i. A complete set of all approved submittals including shop drawings and product literature.
 - ii. Copies of all testing data and reports.

PROJECT SITES

Berkeley High School: 1980 Allston Way, Berkeley, CA 94704

Berkeley Adult School: 1701 San Pablo Ave, Berkeley, CA 94702

Cragmont Elementary School: 830 Regal Road, Berkeley 94708

Emerson Elementary School: 2800 Forest Avenue, Berkeley 94705

Berkeley Arts Magnet: 2015 Virginia Street, Berkeley 94709

Washington Elementary School: 2300 Martin Luther King Jr. Way, Berkeley 94704

Berkeley Technology Academy: 2701 Martin Luther King Jr Way, Berkeley, CA 94703

APPENDIX A: LIGHT FIXTURE SPECIFICATION SHEET

All proposed fixtures must be LED.

Label	Description	Fixture Wattage	CCT	Initial Lumen Output	Example Luminaire
A1	2'x4' Recessed Troffer	30W	4000K	4,200	Green Creative 30TROFKIT24DIM/830
A2	Suspended Fixtures	114W	4000K	7,000	Finelite Series 12-LED-ID-DCO-8'-3E-V-V-835-OPEN
A3	Surface Mount Fixture Wrap	32W	4000K	4,000	Lithonia LBL4 4000LM 80CRI 40K MIN10GZT MVOLT
A4	Surface Mount Strip Fixture	22.5W	4000K	2,600	Green Creative 22.5STRIPDIM/840/277V
A5	1'x4' Recessed Troffer	26W	4000K	3,300	Green Creative 26TROF14DIM/840/277V
A6	2'x2' Recessed Retrofit Kit	25W	4000K	3,600	Green Creative 25TROFKIT22DIM/840/277V
A7	6" Recessed Can	18W	4000K	1,480	Green Creative 18CDL6DIM/840/277V
A8	8" Recessed Can	24W	4000K	1,970	Green Creative 24CDL8DIM/840/277V

APPENDIX B: FIXTURE INSTALL LOCATION

Berkeley High School

Building	Room No.	Fixture Quantity per Space	Proposed Fixture Type	Controls
"C"	135, 134, 131, 124, 205, 204, 207, 206, 335, 334, 333, 324, 320, 311, 310, 308, 307, 231, 230, 233	4	Green Creative 30TROFKIT24DIM/830	Ceiling Mount Dual Technology Occupancy Sensor and Manual Wall Switches
"C"		2	Green Creative 30TROFKIT24DIM/830	
"C"	336	3	Green Creative 30TROFKIT24DIM/830	Ceiling Mount Dual Technology Occupancy Sensor and Manual Wall Switches
"C"		2	Green Creative 30TROFKIT24DIM/830	
"C"	132	2	Green Creative 30TROFKIT24DIM/830	Ceiling Mount Dual Technology Occupancy Sensor and Manual Wall Switches
"C"	128, 127, 126, 125, 116, 115, 112, 113, 216, 220, 326, 316, 309	4	Green Creative 30TROFKIT24DIM/830	Ceiling Mount Dual Technology Occupancy Sensor and Manual Wall Switches
"C"	213, 221	4	Green Creative 30TROFKIT24DIM/830	Ceiling Mount Dual Technology Occupancy Sensor and Manual Wall Switches
"C"	106	8	Green Creative 30TROFKIT24DIM/830	Ceiling Mount Dual Technology Occupancy Sensor and Manual Wall Switches

"C"	107, 106, 105, 102	5	Lithonia LBL4 LP840	Ceiling Mount Dual Technology Occupancy Sensor and Manual Wall Switches
"C"	210	4	Green Creative 30TROFKIT24DIM/830	Ceiling Mount Dual Technology Occupancy Sensor and Manual Wall Switches
"C"	217, 219, 224	2	Lithonia LBL4 LP840	Ceiling Mount Dual Technology Occupancy Sensor and Manual Wall Switches
"C"		4	Green Creative 30TROFKIT24DIM/830	
"C"	232	3	Green Creative 30TROFKIT24DIM/830	Ceiling Mount Dual Technology Occupancy Sensor and Manual Wall Switches
"C"		1	Green Creative 30TROFKIT24DIM/830	
"C"		3	Green Creative 30TROFKIT24DIM/830	
"C"	338	3	Green Creative 30TROFKIT24DIM/830	Ceiling Mount Dual Technology Occupancy Sensor and Manual Wall Switches
"C"	327	9	Green Creative 30TROFKIT24DIM/830	Ceiling Mount Dual Technology Occupancy Sensor and Manual Wall Switches
"C"	325	5	Green Creative 30TROFKIT24DIM/830	Ceiling Mount Dual Technology Occupancy Sensor and Manual Wall Switches
"C"	323	4	Lithonia LBL4 LP840	Ceiling Mount Dual Technology Occupancy Sensor and Manual Wall Switches

"C"	317, 316	6	Green Creative 30TROFKIT24DIM/830	Ceiling Mount Dual Technology Occupancy Sensor and Manual Wall Switches
"C"	420	3	Lithonia LBL4 LP840	Ceiling Mount Dual Technology Occupancy Sensor and Manual Wall Switches
"C"	416, 418	4	Lithonia LBL4 LP840	Ceiling Mount Dual Technology Occupancy Sensor and Manual Wall Switches
"C"	Main Classroom/Theatre Space	18	Lithonia LBL4 LP840	Ceiling Mount Dual Technology Occupancy Sensor and Manual Wall Switches
"C"	3rd Floor Hallway	7	Green Creative 30TROFKIT24DIM/830	
"C"		5	Green Creative 30TROFKIT24DIM/830	
"C"		1	Lithonia LBL4 LP840	
"C"	331	4	Lithonia LBL4 LP840	Ceiling Mount Dual Technology Occupancy Sensor and Manual Wall Switches
"C"	2nd Floor Hallway	40	Green Creative 30TROFKIT24DIM/830	
"C"		2	Green Creative 30TROFKIT24DIM/830	
"C"	1st Floor Hallway	2	Green Creative 30TROFKIT24DIM/830	
"C"		1	Lithonia LBL4 LP840	
"C"		36	Green Creative 30TROFKIT24DIM/830	

Berkeley Adult School

Building	Room No.	Fixture Qty per Space	Proposed Fixture Type
MPR	Cafeteria	12	Green Creative 30TROFKIT24DIM/830
MPR	Classroom 21	20	Green Creative 30TROFKIT24DIM/830
MPR	Staff Lounge	4	Green Creative 30TROFKIT24DIM/830
MPR	Conference Room	8	Green Creative 30TROFKIT24DIM/830
MPR	Room 18	36	Green Creative 30TROFKIT24DIM/830
MPR	Room 19	3	Green Creative 30TROFKIT24DIM/830
MPR	Office A	1	Green Creative 30TROFKIT24DIM/830
MPR	Office B	1	Green Creative 30TROFKIT24DIM/830
MPR	Office C	1	Green Creative 30TROFKIT24DIM/830
MPR	Office D	1	Green Creative 30TROFKIT24DIM/830
MPR	Room 20	12	Green Creative 30TROFKIT24DIM/830
1st Floor	Rooms 101-104	12	Green Creative 30TROFKIT24DIM/830
1st Floor	Room 105	6	Green Creative 30TROFKIT24DIM/830
1st Floor	Room 106	6	Green Creative 30TROFKIT24DIM/830
1st Floor	Room 107	9	Green Creative 30TROFKIT24DIM/830
1st Floor	Room 108, 114, 115, 116, 117	9	Green Creative 30TROFKIT24DIM/830
1st Floor	Room 109, 110, 111, 112	6	Green Creative 30TROFKIT24DIM/830
1st Floor	Room 109, 110, 111, 112	2	Green Creative 27CDLA8/827/277V
1st Floor	Room 113	9	Green Creative 30TROFKIT24DIM/830
1st Floor	Room 113	2	Green Creative 27CDLA8/827/277V
1st Floor	Room 118	1	Green Creative 30TROFKIT24DIM/830
1st Floor	Room 118A	3	Green Creative 30TROFKIT24DIM/830
1st Floor	Room 118B	1	Green Creative 30TROFKIT24DIM/830
1st Floor	Room 118C	6	Green Creative 30TROFKIT24DIM/830

1st Floor	Office 12-17	2	Green Creative 30TROFKIT24DIM/830
1st Floor	Main Office	12	Green Creative 30TROFKIT24DIM/830
1st Floor	Private Offices Next to VP	2	Green Creative 30TROFKIT24DIM/830
1st Floor	VP Office	2	Green Creative 30TROFKIT24DIM/830
1st Floor	Principal	2	Green Creative 30TROFKIT24DIM/830
1st Floor	Office 11B, 11C	2	Green Creative 30TROFKIT24DIM/830
1st Floor	Office 11A	3	Green Creative 30TROFKIT24DIM/830
2nd Floor	Room 201-212	12	Green Creative 30TROFKIT24DIM/830
2nd Floor	Room 205A	4	Green Creative 22.5 STRIP DIM/830/120V
2nd Floor	Room 213	9	Green Creative 30TROFKIT24DIM/830
2nd Floor	Room 213	2	Green Creative 27CDLA8/827/277V
2nd Floor	Room 214	9	Green Creative 30TROFKIT24DIM/830
2nd Floor	Room 214	2	Green Creative 27CDLA8/827/277V
2nd Floor	Room 215	9	Green Creative 30TROFKIT24DIM/830
2nd Floor	Room 215	2	Green Creative 27CDLA8/827/277V
2nd Floor	Room 216	9	Green Creative 30TROFKIT24DIM/830
2nd Floor	Room 216	2	Green Creative 27CDLA8/827/277V
2nd Floor	Room 217	9	Green Creative 30TROFKIT24DIM/830
2nd Floor	Room 217	2	Green Creative 27CDLA8/827/277V

Cragmont

Building	Floor	Room No.	Fixture Qty per Room	Proposed Fixture Type
West wing	2	Main office	3	Green Creative 27CDLA8/827/277V
West wing	2	213 - sick room	2	Green Creative 30TROFKIT24DIM/830
West wing	2	Restroom (nurse)	1	Green Creative 22.5 STRIP DIM/830/120V
West wing	2	Workroom (212A)	2	Green Creative 30TROFKIT24DIM/830
West wing	2	Hallway-office	3	Green Creative 27CDLA8/827/277V
West wing	2	Principal - 215	4	Green Creative 30TROFKIT24DIM/830
West wing	2	Hallway-staff (216-217)	7	Green Creative 30TROFKIT24DIM/830
West wing	2	Staff lounge (216)	4	Green Creative 30TROFKIT24DIM/830
West wing	2	workroom (217A)	4	Green Creative 30TROFKIT24DIM/830
West wing	2	Classroom 217	12	Green Creative 30TROFKIT24DIM/830
West wing	2	Restrooms 218-219	1	Green Creative 22.5 STRIP DIM/830/120V
West wing	2	Hallway offices 220-224	5	Green Creative 30TROFKIT24DIM/830
West wing	2	office 220	2	Green Creative 30TROFKIT24DIM/830
West wing	2	office 221	2	Green Creative 30TROFKIT24DIM/830

West wing	2	office 222	2	Green Creative 30TROFKIT24DIM/830
West wing	2	office 223	2	Green Creative 30TROFKIT24DIM/830
West wing	2	office 224	4	Green Creative 30TROFKIT24DIM/830
East Wing	2	Girls Restroom 227	2	Green Creative 30TROFKIT24DIM/830
East Wing	2	Boys Restroom 226	1	Green Creative 30TROFKIT24DIM/830
East Wing	2	Hallway classrooms 201-206	19	Green Creative 27CDLA8/827/277V
East Wing	2	Classrooms (201, 202, 204)	12	Green Creative 30TROFKIT24DIM/830
East Wing	2	Classrooms (203 & 206)	12	Green Creative 30TROFKIT24DIM/830
East Wing	2	Classrooms 205	11	Green Creative 30TROFKIT24DIM/830
East Wing	2	Storage room 225	3	Green Creative 22.5 STRIP DIM/830/120V
West wing	2	211	5	Green Creative 30TROFKIT24DIM/830
West wing	2	211	2	Green Creative 27CDLA8/827/277V
West wing	2	207	10	Green Creative 30TROFKIT24DIM/830
West wing	2	Classrooms (208-210)	12	Green Creative 30TROFKIT24DIM/830
West wing	3	librarian office	5	Green Creative 30TROFKIT24DIM/830
West wing	3	classroom 303	9	Green Creative 30TROFKIT24DIM/830
West wing	3	MDF Room (data center)	1	Green Creative 30TROFKIT24DIM/830

West wing	3	Storage next to 303	6	Lithonia LBL4 LP840
West wing	3	office - school counselor	2	Lithonia LBL4 LP840
East Wing	1	Hallway	19	Green Creative 27CDLA8/827/277V
East Wing	1	Girls Restroom - 114	2	Green Creative 30TROFKIT24DIM/830
East Wing	1	Boys Restroom - 113	1	Green Creative 30TROFKIT24DIM/830
East Wing	1	Student Restroom	1	Lithonia LBL4 LP840
East Wing	1	Restrooms staff	1	Lithonia LBL4 LP840
East Wing	1	Classrooms (101 & 104-106)	12	Green Creative 30TROFKIT24DIM/830
East Wing	1	Classrooms 102-103	13	Green Creative 30TROFKIT24DIM/830
East Wing	1	Workroom 119	2	Lithonia LBL4 LP840
West Wing	1	Lobby	9	Green Creative 27CDLA8/827/277V
West Wing	1	Hallway	5	Green Creative 27CDLA8/827/277V
West Wing	1	112	4	Green Creative 30TROFKIT24DIM/830
West Wing	1	112 Storage	1	Lithonia LBL4 LP840
West Wing	1	Classroom 107	14	Green Creative 30TROFKIT24DIM/830
West Wing	1	Classrooms (108-110)	12	Green Creative 30TROFKIT24DIM/830
MPR	1	kitchen - 123	6	Green Creative 30TROFKIT24DIM/830

Emerson Elementary

Building	Room No.	Fixture Quantity	Proposed Fixture Type
Main Building	Main Entry	8	Green Creative 36TROF14DIM/830/277V
Main Building	Office	3	Green Creative 30TROFKIT24DIM/830
Main Building	19A	4	Green Creative 25TROFKIT22DIM/830
Main Building	RR	1	Green Creative 25TROFKIT22DIM/830
Main Building	Copy/ Work	2	Green Creative 30TROFKIT24DIM/830
Main Building	Nurse	2	Green Creative 30TROFKIT24DIM/830
Main Building	Nurse	1	Lithonia LBL4 LP840
Main Building	Bath	1	Green Creative 22.5 STRIP DIM/830/120V
Main Building	Lunch/ Staff	4	Green Creative 25TROFKIT22DIM/830
Main Building	Lunch/ Staff	1	Lithonia LBL4 LP840
Main Building	Room 18	8	Lithonia LBL4 LP840
Main Building	Adult RR # 1	2	Green Creative 22.5 STRIP DIM/830/120V
Main Building	Adult RR # 2	1	Green Creative 22.5 STRIP DIM/830/120V
Main Building	Room 19	4	Green Creative 30TROFKIT24DIM/830

Main Building	MPR	24	Green Creative 30TROFKIT24DIM/830
Main Building	Kitchen	17	Lithonia LBL4 LP840
Main Building	Office	2	Green Creative 30TROFKIT24DIM/830
Main Building	35/ Storage	1	Lithonia LBL4 LP840
Main Building	39/ Storage	2	Lithonia LBL4 LP840
Main Building	RR Entry	1	Lithonia LBL4 LP840
Main Building	RR	1	Green Creative 25TROFKIT22DIM/830
Main Building	Pantry	1	Lithonia LBL4 LP840
Main Building	Stage (MPR)	16	Green Creative 30TROFKIT24DIM/830
Main Building	Stage (MPR)	2	Green Creative 30TROFKIT24DIM/830
Main Building	Room 22 (off Stage)	4	Lithonia LBL4 LP840
Main Building	Room 21	2	Lithonia LBL4 LP840
Main Building	MPR - Side entry	4	Green Creative 25TROFKIT22DIM/830
Main Building	Outside RR - B	1	Lithonia LBL4 LP840
Main Building	Outside RR - G	1	Lithonia LBL4 LP840
Main Building	Outside Custodial	1	Green Creative 22.5 STRIP DIM/830/120V
Lower Level	Blue Room	2	Green Creative 30TROFKIT24DIM/830

Lower Level	Mechanical Room	3	Lithonia LBL4 LP840
Lower Level	Restroom	1	Green Creative 25TROFKIT22DIM/830
Lower Level	PE Office	4	Green Creative 22.5 STRIP DIM/830/120V
Lower Level	PE Office	1	Green Creative 22.5 STRIP DIM/830/120V
Upper Level	Entry	2	Lithonia LBL4 LP840
Upper Level	Adult Restroom	1	Green Creative 25TROFKIT22DIM/830
Upper Level	Hallway	9	Green Creative 36TROF14DIM/830/277V
Upper Level	Room 2	8	Green Creative 30TROFKIT24DIM/830
Upper Level	Room 4	8	Green Creative 30TROFKIT24DIM/830
Upper Level	Room 1	1	Green Creative 30TROFKIT24DIM/830
Upper Level	Room 1	8	Green Creative 30TROFKIT24DIM/830
Upper Level	Room 3	8	Green Creative 30TROFKIT24DIM/830
Upper Level	Room 5	8	Green Creative 30TROFKIT24DIM/830
Upper Level	Room 6	2	Green Creative 30TROFKIT24DIM/830
Upper Level	Room 6	7	Green Creative 30TROFKIT24DIM/830
Upper Level	Elevator	4	Green Creative 22.5 STRIP DIM/830/120V
2nd Level	Hallway	6	Green Creative 36TROF14DIM/830/277V
2nd Level	Library	14	Green Creative 30TROFKIT24DIM/830
2nd Level	Work Area	6	Green Creative 30TROFKIT24DIM/830

2nd Level	Room 10	8	Green Creative 30TROFKIT24DIM/830
2nd Level	Room 7	22	Green Creative 30TROFKIT24DIM/830
3rd level	Hallway	8	Lithonia LBL4 LP840
3rd level	RR-G	1	Green Creative 30TROFKIT24DIM/830
3rd level	RR-B	1	Green Creative 30TROFKIT24DIM/830
3rd level	Room 17	8	Green Creative 30TROFKIT24DIM/830
3rd level	Hall Storage	1	Lithonia LBL4 LP840
3rd level	Custodian	1	Green Creative 22.5 STRIP DIM/830/120V
3rd level	Small Study	3	Lithonia LBL4 LP840
3rd level	Room 11	1	Green Creative 30TROFKIT24DIM/830
3rd level	Room 11	7	Green Creative 30TROFKIT24DIM/830
3rd level	Room 12	8	Green Creative 30TROFKIT24DIM/830
3rd level	Room 13	8	Green Creative 30TROFKIT24DIM/830
3rd level	Room 14	8	Green Creative 30TROFKIT24DIM/830
3rd level	Room 15	8	Green Creative 30TROFKIT24DIM/830
3rd level	Room 16	8	Green Creative 30TROFKIT24DIM/830

Berkeley Arts Magnet

Building	Room Number	Fixture Quantity	Proposed Fixture Type
Main Building	Kitchen	8	Lithonia LBL4 LP840
Main Building	Staff Room	6	Green Creative 30TROFKIT24DIM/830
Main Building	Hallway Auditorium	7	Lithonia LBL4 LP840
Main Building	Hallway 1st Floor	15	Green Creative 30TROFKIT24DIM/830
Main Building	Copy Room 110	6	Green Creative 30TROFKIT24DIM/830

Main Building	Main Office	6	Green Creative 30TROFKIT24DIM/830
Main Building	Principal's Office	2	Green Creative 30TROFKIT24DIM/830
1st Floor	114	12	Green Creative 30TROFKIT24DIM/830
1st Floor	115	12	Green Creative 30TROFKIT24DIM/830
1st Floor	116	12	Green Creative 30TROFKIT24DIM/830
1st Floor	111	12	Green Creative 30TROFKIT24DIM/830
1st Floor	102	4	Finelite S12 3E D-I Fixture 8' Section
1st Floor	Library	22	Finelite S12 3E D-I Fixture 8' Section
1st Floor	Hallway Office	3	Green Creative 30TROFKIT24DIM/830
1st Floor	Office next to Mailboxes and Storage	3	Green Creative 30TROFKIT24DIM/830
2nd Floor	Hallway	10	Lithonia LBL4 LP840
2nd Floor	Girls Restroom next to Library	4	Lithonia LBL4 LP840
2nd Floor	Boys Restroom next to Library	3	Lithonia LBL4 LP840
2nd Floor	Girls Restroom (Auditorium)	2	Lithonia LBL4 LP840
2nd Floor	Boys Restroom (Auditorium)	2	Lithonia LBL4 LP840
2nd Floor	Hallway Library	1	Lithonia LBL4 LP840
2nd Floor	Private Office next to Main Office	2	Green Creative 30TROFKIT24DIM/830
1st Floor	104	16	Green Creative 30TROFKIT24DIM/830
1st Floor	105	2	Green Creative 30TROFKIT24DIM/830
1st Floor	106	4	Green Creative 30TROFKIT24DIM/830

1st Floor	107	12	Green Creative 30TROFKIT24DIM/830
1st Floor	108	12	Green Creative 30TROFKIT24DIM/830
2nd Floor	201	12	Green Creative 30TROFKIT24DIM/830
2nd Floor	202	12	Green Creative 30TROFKIT24DIM/830
2nd Floor	203	12	Green Creative 30TROFKIT24DIM/830
2nd Floor	204	12	Green Creative 30TROFKIT24DIM/830
2nd Floor	205	12	Green Creative 30TROFKIT24DIM/830
2nd Floor	Girls restroom (2nd Floor)	2	Lithonia LBL4 LP840
2nd Floor	Boys Restroom (2nd Floor)	2	Lithonia LBL4 LP840
Portables	1	10	Green Creative 30TROFKIT24DIM/830
Portables	2	10	Green Creative 30TROFKIT24DIM/830
Portables	3	10	Green Creative 30TROFKIT24DIM/830
Portables	4	10	Green Creative 30TROFKIT24DIM/830
Portables	5	10	Green Creative 30TROFKIT24DIM/830
Portables	6	10	Green Creative 30TROFKIT24DIM/830

Washington ES

Building	Room Number	Fixture Quantity	Proposed Fixture Type
2nd Floor	200	21	Lithonia LBL4 LP840
2nd Floor	208	21	Lithonia LBL4 LP840
2nd Floor	210	21	Lithonia LBL4 LP840
2nd Floor	212	21	Lithonia LBL4 LP840
2nd Floor	204	21	Lithonia LBL4 LP840
2nd Floor	202	17	Lithonia LBL4 LP840
2nd Floor	211	24	Lithonia LBL4 LP840
2nd Floor	212	21	Lithonia LBL4 LP840
2nd Floor	213	24	Lithonia LBL4 LP840
1st Floor	112	5	Green Creative 30TROFKIT24DIM/830
1st Floor	112	4	Green Creative 25TROFKIT22DIM/830
1st Floor	110	21	Lithonia LBL4 LP840
1st Floor	108	21	Lithonia LBL4 LP840
1st Floor	106	28	Lithonia LBL4 LP840
1st Floor	104	21	Lithonia LBL4 LP840
1st Floor	107	17	Lithonia LBL4 LP840
2nd Floor		16	Lithonia LBL4 LP840
1st Floor		9	Lithonia LBL4 LP840
1st Floor		2	Green Creative 30TROFKIT24DIM/830
1st Floor		8	Green Creative 25TROFKIT22DIM/830
1st Floor		5	Green Creative 30TROFKIT24DIM/830
2nd Floor		5	Green Creative 30TROFKIT24DIM/830
Nurse		1	Green Creative 30TROFKIT24DIM/830
Nurse		1	Green Creative 25TROFKIT22DIM/830

Conference Room		2	Green Creative 30TROFKIT24DIM/830
Principals Office		2	Green Creative 30TROFKIT24DIM/830
Library		62	Lithonia LBL4 LP840
Library		12	Finelite S12 3E D-I Fixture 8' Section
17		21	Green Creative 30TROFKIT24DIM/830
Basement	Speech Room	2	Finelite S12 3E D-I Fixture 8' Section
Basement	Speech Room	2	Finelite S12 3E D-I Fixture 8' Section
Basement	Room 001	14	Green Creative 30TROFKIT24DIM/830
Office		10	Green Creative 25TROFKIT22DIM/830

Berkeley Tech Academy

Building	Room Number	Fixture Quantity	Proposed Fixture Type
MPR	Kitchen	3	Green Creative 30TROFKIT24DIM/830
Media Center	Restrooms	6	Green Creative 30TROFKIT24DIM/830
Media Center	Room 112	16	Green Creative 30TROFKIT24DIM/830
South	Room 128	10	Green Creative 30TROFKIT24DIM/830
South	Room 130	10	Green Creative 30TROFKIT24DIM/830
South	Room 132	10	Green Creative 30TROFKIT24DIM/830
South	Room 134	10	Green Creative 30TROFKIT24DIM/830
North	Room 131	10	Green Creative 30TROFKIT24DIM/830
North	Room 129	10	Green Creative 30TROFKIT24DIM/830
North	Room 127	10	Green Creative 30TROFKIT24DIM/830
North	Room 125	10	Green Creative 30TROFKIT24DIM/830
North	Room 123	10	Green Creative 30TROFKIT24DIM/830
Office	Room 110	2	Green Creative 30TROFKIT24DIM/830

Office	Room 102	2	Green Creative 30TROFKIT24DIM/830
Office	Room 101	2	Green Creative 30TROFKIT24DIM/830
Office	Main	7	Green Creative 27CDLA8/827/277V
Office	Main	1	Finelite S12 3E D-I Fixture 8' Section
Office	Hallway	1	Green Creative 30TROFKIT24DIM/830
Office	Hallway	1	Green Creative 30TROFKIT24DIM/830
Office	Health Ed	1	Green Creative 30TROFKIT24DIM/830
Office	Restrooms	1	Lithonia LBL4 LP840
Room 107	Teachers Lounge	2	Finelite S12 3E D-I Fixture 8' Section
Room 108	Teachers Lounge	2	Finelite S12 3E D-I Fixture 8' Section
Room 109	Teachers Lounge	1	Green Creative 22CDL6G4DIM/827/277V
Room 107	Teachers Lounge	6	Green Creative 30TROFKIT24DIM/830

Appendix B – EXAMPLE QPL SCREENSHOT

Espen Technology

BRAND: Espen
MODEL: VEKT2X2H-840 SS
QUAL. ENTITY: DLC
Unique Source/Product ID: PL5IMVYS2W9D
CATEGORY: Integrated Retrofit Kits for 2x2 Luminaires
TIER: Premium
DLC TECHNICAL REQUIREMENTS VERSION: 4.2

[Hide Product Details...](#) DLC QUALIFIED ON 9/12/2017

Rated Metrics

LUMEN OUTPUT:	2,900 lm
INPUT WATTAGE:	23 w
EFFICACY:	126 lm/W
CRI:	80
CCT:	4,000 K
POWER FACTOR:	0.9
THD:	10 %

5/2/2018 12:29 PM

REBATE INFORMATION:

Utility	Code	Channel
PGE	LT156	Deemed

[Click to View Rebate Info](#)

AGREEMENT FOR CONSTRUCTION SERVICES (SMALL PROJECTS)

AGREEMENT NUMBER P39-01

THIS CONTRACT is made and entered into this ____ day of _____, 2019, by and between _____, Inc. ("Contractor") and Berkeley Unified School District ("District") ("Contract").

1. The Contractor shall furnish to the District for a total price of _____ (_____) ("Contract Price"), the following services ("Services" or "Work"):

a. See attached Exhibit A

2. Contractor shall perform the Work at Berkeley High School (C Bldg.); Berkeley Adult School; Cragmont Elementary School; Emerson Elementary School; Berkeley Arts Magnet; Washington Elementary School; and Berkeley Technology Academy ("Sites"). The Project is the scope of Work performed at the Site.

3. Work shall be completed within one hundred (100) consecutive calendar days ("Contract Time") from the date specified in the District's Notice to Proceed.

4. The Contract Documents include only the following documents, as indicated:

- | | |
|---|--|
| <input type="checkbox"/> Notice to Bidders | <input checked="" type="checkbox"/> Asbestos & Other Hazardous Materials Certification |
| <input type="checkbox"/> Instructions to Bidders | <input type="checkbox"/> Lead-Product(s) Certification |
| <input type="checkbox"/> Bid Form and Proposal | <input type="checkbox"/> Roofing Project Certification |
| <input type="checkbox"/> Bid Bond | <input type="checkbox"/> Insurance Certificates and Endorsements |
| <input checked="" type="checkbox"/> Noncollusion Declaration | <input type="checkbox"/> Performance Bond |
| <input checked="" type="checkbox"/> Designated Subcontractors List | <input type="checkbox"/> Payment Bond |
| <input checked="" type="checkbox"/> Notice of Award | <input type="checkbox"/> Specifications |
| <input checked="" type="checkbox"/> Prevailing Wage Certification | <input type="checkbox"/> Plans |
| <input checked="" type="checkbox"/> Workers' Compensation Certification | <input checked="" type="checkbox"/> Exhibit "A" ("Scope of Work") |
| <input checked="" type="checkbox"/> Criminal Background Investigation Certification | <input type="checkbox"/> _____ [Other] |
| <input checked="" type="checkbox"/> Drug-Free Workplace Certification | <input type="checkbox"/> _____ [Other] |
| <input checked="" type="checkbox"/> Tobacco-Free Environment Certification | <input type="checkbox"/> _____ [Other] |

5. Contractor shall not commence the Work under this Contract until the Contractor has submitted and the District has approved the endorsement(s) of insurance required under the Terms and Conditions and the District has issued a Notice to Proceed.

6. Payment for the Work shall be made in accordance with the Terms and Conditions.

7. The project manager on the Project is Chris Moreno ("Project Manager"), and the project inspector on the Project is _____ ("Project Inspector"). Contractor hereby

acknowledges that the Project Manager and the Project Inspector have authority to approve and/or suspend Work if the Contractor's Work does not comply with the requirements of the Contract Documents, Title 24 of the California Code of Regulations, and all applicable laws. No work shall be carried on except with the knowledge and under the inspection of said Project Inspector. Project Inspector shall have free access to any or all parts of work at any time. Contractor shall furnish Project Inspector reasonable opportunities for obtaining such information as may be necessary to keep Project Inspector fully informed respecting progress, manner of work, and character of materials. The Contractor shall be liable for any delay caused by its non-compliant Work or its failure to provide proper notification for inspection.

8. Inspection and acceptance of the Work shall be performed by _____ of the Berkeley Unified School District.
9. Any notice required or permitted to be given under this Contract shall be deemed to have been given, served, and received if given in writing and either personally delivered or deposited in the United States mail, registered or certified mail, postage prepaid, return receipt required, or sent by overnight delivery service, or facsimile or electronic transmission, addressed as follows:

District

Berkeley Unified School District
ATTN:
2020 Bonar Street
Berkeley, CA
EMAIL:

Contractor

Name: _____ Inc.
ATTN: _____
[EMAIL]

Any notice personally given or sent by facsimile or electronic transmission shall be effective upon receipt. Any notice sent by overnight delivery service shall be effective the business day next following delivery to the overnight delivery service. Any notice given by mail shall be effective three (3) days after deposit in the United States mail.

10. Contractor shall guarantee all labor and material used in the performance of this Contract for a period of one year from the date of the District's written approval of the Work.
11. This Contract incorporates by this reference the Terms and Conditions attached hereto. Contractor, by executing this Contract, agrees to comply with all the Terms and Conditions.
12. Each party has the full power and authority to enter into and perform this Contract, and the person signing this Contract on behalf of each party has been properly authority and empowered to enter into this Contract.
13. By signing this Contract, Contractor certifies, under penalty of perjury, that all the information provided in the Contract Documents is true, complete, and correct.

ACCEPTED AND AGREED on the date indicated below:

Dated: _____, 20__

Dated: _____, 20__

Berkeley Unified School District

Contractor: _____

Signature: _____

Signature: _____

Print Name: _____

Print Name: _____

Print Title: _____

Print Title: _____

Address: _____

License No.: _____

Telephone: _____

Registration No.: _____

Facsimile: _____

Address: _____

E-Mail: _____

Telephone: _____

Facsimile: _____

E-Mail: _____

Information regarding Contractor:

Type of Business Entity:

- ____ Individual
- ____ Sole Proprietorship
- ____ Partnership
- ____ Limited Partnership
- ____ Corporation, State: _____
- ____ Limited Liability Company
- ____ Other: _____

Employer Identification and/or
Social Security Number

NOTE: Section 6041 of the Internal Revenue Code (26 U.S.C. 6041) and Section 1.6041-1 of Title 26 of the Code of Federal Regulations (26 C.F.R. 1.6041-1) requires the recipients of \$600.00 or more to furnish their taxpayer information to the payer. In order to comply with these requirements, the District requires the Contractor to furnish the information requested in this section.

TERMS AND CONDITIONS TO CONTRACT

1. **NOTICE TO PROCEED:** District shall provide a Notice to Proceed to Contractor pursuant to the Contract at which time Contractor shall proceed with the Work.
2. **STANDARD OF CARE:** Contractor shall perform, diligently prosecute and complete the Work in a good and workmanlike manner within the Contract Time, and in strict conformity with all Contract Documents.
3. **SITE EXAMINATION:** Contractor has examined the Site and certifies that it accepts all measurements, specifications and conditions affecting the Work to be performed at the Site. By submitting its quote, Contractor warrants that it has made all Site examination(s) that it deems necessary as to the condition of the Site, its accessibility for materials, workers and utilities, and Contractor's ability to protect existing surface and subsurface improvements. No claim for allowance of time or money will be allowed as to any other undiscovered condition on the Site.
4. **PERMITS, LICENSES AND REGISTRATION:** Contractor and all of its employees, agents, and subcontractors shall secure and maintain in force, at Contractor's sole cost and expense, all licenses, registration and permits as are required by law, in connection with the furnishing of materials, supplies, or services herein listed.
5. **LABOR, MATERIALS AND EQUIPMENT:** Contractor shall furnish all tools, equipment, apparatus, facilities, transportation, labor, and material necessary to furnish the services herein described, the services to be performed at such times and places as directed by and subject to the approval of the authorized District representative indicated in the Work specifications attached hereto. Unless otherwise specified, all materials shall be new and previously unused, and of the manufacturer's latest model or the best of their respective kinds and grades as noted or specified, and workmanship shall be of good quality.
6. **SUBSTITUTIONS:** No substitutions of material from those specified in the Work Specifications shall be made without the prior written approval of the District. Contractor shall be responsible for any re-design costs occasioned by District's acceptance and/or approval of any substitute, as well as any costs that the District incurs for professional services. District may deduct those costs from any amounts owing to Contractor for the review of the request for substitution, even if the request for substitution is not approved. Contractor shall, in the event that a substitute is less costly than that specified, credit the District with one-hundred percent (100%) of the net difference between the substitute and the originally specified material.
7. **INDEPENDENT CONTRACTOR STATUS:** While engaged in carrying out the Services of this Contract, the Contractor is an independent contractor, and not an officer, employee, agent, partner, or joint venture of the District. Contractor shall be solely responsible for its own Worker's Compensation insurance, taxes, and other similar charges or obligations. Contractor shall be liable for its own actions, including its negligence or gross negligence, and shall be liable for the acts, omissions, or errors of its agents or employees.
8. **CONTRACTOR SUPERVISION:** Contractor shall provide competent supervision of personnel employed on the job Site, use of equipment, and quality of workmanship.
9. **WORKERS:** Contractor shall at all times enforce strict discipline and good order among its employees and the employees of its subcontractors and shall not employ or work any unfit person or anyone not skilled in work assigned to him or her. Any person in the employ of the Contractor or a subcontractor whom the District may deem incompetent or unfit shall be dismissed from the Site and shall not again be employed at Site without written consent from the District.
10. **SUBCONTRACTORS:** Subcontractors, if any, engaged by the Contractor for any Service or Work under this Contract shall be subject to the approval of the District. Contractor agrees to bind every subcontractor by the terms of the Contract as far as such terms are applicable to subcontractor's work, including, without limitation, all registration, indemnification, insurance, bond, and warranty requirements. If Contractor shall subcontract any part of this Contract, Contractor shall be fully responsible to the District for acts and omissions of its subcontractor and of persons either directly or indirectly employed by itself. Nothing contained in the Contract Documents shall create any contractual relations between any subcontractor and the District.

11. **SAFETY AND SECURITY:** Contractor is responsible for maintaining safety in the performance of this Contract. Contractor shall be responsible to ascertain from the District the rules and regulations pertaining to safety, security, and driving on school grounds, particularly when children are present.
12. **CLEAN UP:** Debris shall be removed from the Site. The Site shall be in order at all times when work is not actually being performed and shall be maintained in a reasonably clean condition.
13. **PROTECTION OF WORK AND PROPERTY:** Contractor shall erect and properly maintain at all times, as required by conditions and progress of the Work, all necessary safeguards, signs, barriers, lights, and security persons for protection of workers and the public, and shall post danger signs warning against hazards created by the Work. In an emergency affecting life and safety of life or of Work or of adjoining property, Contractor, without special instruction or authorization from District, is permitted to act at his discretion to prevent such threatened loss or injury.
14. **FORCE MAJEURE:** The Contractor shall be excused from performance hereunder during the time and to the extent that it is prevented from obtaining delivery, or performing by act of God, fire, strike, loss, or shortage of transportation facilities, lock-out, commandeering of materials, products, plants, or facilities by the government, when satisfactory evidence thereof is presented to the District, provided that it is satisfactorily established that the non-performance is not due to the fault or neglect of the Contractor.
15. **CORRECTION OF ERRORS:** Contractor shall perform, at its own cost and expense and without reimbursement from the District, any work necessary to correct errors or omissions which are caused by the Contractor's failure to comply with the standard of care required herein.
16. **DISTRICT'S RIGHT TO PERFORM WORK:** If the Contractor should neglect to prosecute the Work properly or fail to perform any provisions of this Contract, the District, after **FORTY-EIGHT (48)** hours written notice to the Contractor, may make good such deficiencies, without prejudice to any other remedy it may have, including but not limited to the District hiring its own forces or another contractor to replace the Contractor's nonconforming Work, in which case the District shall either issue a deductive Change Order, a Construction Change Directive, or invoice the Contractor for the cost of that work. Contractor shall pay any invoices within thirty (30) days of receipt of same or District may withhold those amounts from payment(s) to Contractor.
17. **ACCESS TO WORK:** District representatives and/or the Project Inspector shall at all times have access to the Work wherever it is in preparation or in progress. Contractor shall provide safe and proper facilities for such access.
18. **OCCUPANCY:** District reserves the right to occupy buildings at any time before formal Contract completion and such occupancy shall not constitute final acceptance or approval of any part of the Work covered by this Contract, nor shall such occupancy extend the date specified for completion of the Work.
19. **PAYMENT:** On a monthly basis, Contractor shall submit an application for payment based upon the estimated value for materials delivered or services performed under the Contract as of the date of submission ("Application for Payment"). Within thirty (30) days after District's approval of the Application for Payment, Contractor shall be paid a sum equal to ninety-five percent (95%) of the value of the Work performed (as verified by the Project Inspector and certified by Contractor) up to the last day of the previous month, less the aggregate of previous payments and amount to be withheld. The District may withhold or deduct from any payment an amount necessary to protect the District from loss because of: (1) liquidated damages which have accrued as of the date of the application for payment; (2) any sums expended by the District in performing any of Contractor's obligations under the Contract which Contractor has failed to perform or has performed inadequately; (3) defective Work not remedied; (4) stop payment notices as allowed by state law; (5) reasonable doubt that the Work can be completed for the unpaid balance of the Total Contract price or by the scheduled completion date; (6) unsatisfactory prosecution of the Work by Contractor; (7) unauthorized deviations from the Contract; (8) failure of the Contractor to maintain or submit on a timely basis proper and sufficient documentation as required by the Contract or by District during the prosecution of the Work; (9) erroneous or false estimates by the Contractor of the value of the Work performed; (10) any sums representing expenses, losses, or

damages, as determined by the District, incurred by the District for which Contractor is liable under the Contract; and (11) any other sums which the District is entitled to recover from Contractor under the terms of the Contract or pursuant to state law, including section 1727 of the California Labor Code. The failure by the District to deduct any of these sums from a progress payment shall not constitute a waiver of the District's right to such sums. The District shall retain 5% from all amounts owing as retention. Retention shall be paid pursuant to Public Contract Code sections 7107, 7200 and 7201.

20. **CHANGE IN SCOPE OF WORK:** Any change in the scope of the Work, method of performance, nature of materials or price thereof, or any other matter materially affecting the performance or nature of the Work shall not be paid for or accepted unless such change, addition, or deletion is approved in advance and in writing by a valid change order executed by the District. Contractor specifically understands, acknowledges, and agrees that the District shall have the right to request any alterations, deviations, reductions, or additions to the Project or Work, and the cost thereof shall be added to or deducted from the amount of the Contract Price by fair and reasonable valuations. Contractor also agrees to provide the District with all information requested to substantiate the cost of the change order and to inform the District whether the Work will be done by the Contractor or a subcontractor. In addition to any other information requested, Contractor shall submit, prior to approval of the change order, its request for a time extension (if any), as well as all information necessary to substantiate its belief that such change will delay the completion of the Work. If Contractor fails to submit its request for a time extension or the necessary supporting information, it shall be deemed to have waived its right to request such extension.
21. **INDEMNIFICATION:** To the furthest extent permitted by California law, Contractor shall indemnify and hold harmless the District, their agents, representatives, officers, consultants, employees, and volunteers (the "Indemnified Parties") from any and all demands, losses, liabilities, claims, suits, and actions (the "claims") of any kind, nature, and description, including, but not limited to, attorneys' fees and costs, directly or indirectly arising from personal or bodily injuries, death, property damage, or otherwise arising out of, connected with, or resulting from the performance of this Contract unless the claims are caused wholly by the sole or active negligence or willful misconduct of the indemnified parties. Contractor shall, to the furthest extent permitted by California law, defend the Indemnified Parties at Contractor's own expense, including attorneys' fees and costs, from any and all claims directly or indirectly arising from personal or bodily injuries, death, property damage, or otherwise arising out of, connected with, or resulting from the performance of this Contract unless the claims are caused wholly by the sole or active negligence or willful misconduct of the indemnified parties. The District shall have the right to accept or reject any legal representation that Contractor proposes to defend the District.

22. **CONTRACTOR'S INSURANCE:**

- 27.1 The Contractor shall procure and maintain at all times it performs any portion of the Services the following insurance with minimum limits equal to the amount indicated below.

Type of Coverage	Minimum Requirement
Commercial General Liability Insurance , including Bodily Injury, Personal Injury, Property Damage, Advertising Injury, and Medical Payments	
Each Occurrence	\$ 1,000,000
General Aggregate	\$ 2,000,000
Automobile Liability Insurance - Any Auto	
Each Occurrence	\$ 1,000,000
General Aggregate	\$ 1,000,000
Workers Compensation	Statutory Limits

- 27.1.1 **Commercial General Liability and Automobile Liability Insurance.**
Commercial General Liability Insurance and Any Auto Automobile Liability Insurance that shall protect the Contractor, the District, and the State from all claims of bodily injury, property damage, personal injury, death, advertising

injury, and medical payments arising performing any portion of the Services. (Form CG 0001 and CA 0001, or forms substantially similar, if approved by the District.)

- 27.1.2 **Workers' Compensation and Employers' Liability Insurance.** Workers' Compensation Insurance for all of its employees performing any portion of the Services. In accordance with provisions of section 3700 of the California Labor Code, the Contractor shall be required to secure workers' compensation coverage for its employees. If any class of employee or employees engaged in performing any portion of the Services under this Contract are not protected under the Workers' Compensation Statute, adequate insurance coverage for the protection of any employee(s) not otherwise protected must be obtained before any of those employee(s) commence performing any portion of the Services.
- 27.2 **Proof of Carriage of Insurance.** The Contractor shall not commence performing any portion of the Services until all required insurance has been obtained and certificates indicating the required coverage have been delivered in duplicate to the District and approved by the District. Certificates and insurance policies shall include the following:
- 27.2.1 A clause stating: "This policy shall not be canceled or reduced in required limits of liability or amounts of insurance until notice has been mailed to the District, stating date of cancellation or reduction. Date of cancellation or reduction shall not be less than thirty (30) days after date of mailing notice."
- 27.2.2 Language stating in particular those insured, extent of insurance, location and operation to which insurance applies, expiration date, to whom cancellation and reduction notice will be sent, and length of notice period.
- 27.2.3 An endorsement stating that the District and its Governing Board, agents, representatives, employees, trustees, officers, consultants, and volunteers are named additional insured under all policies except Workers' Compensation Insurance, Professional Liability, and Employers' Liability Insurance. An endorsement shall also state that Contractor's insurance policies shall be primary to any insurance or self-insurance maintained by District. An endorsement shall also state that there shall be a waiver of any subrogation.
23. **WARRANTY/QUALITY:** Unless a longer warranty is called for elsewhere in the Contract Documents, the Contractor, manufacturer, or their assigned agents shall guarantee the workmanship, product or service performed against defective workmanship, defects or failures of materials for a minimum period of one (1) year from filing the Notice of Completion with the county in which the Site is located. All workmanship and merchandise must be warranted to be in compliance with applicable California energy, conservation, environmental, and educational standards.
24. **CONFIDENTIALITY:** The Contractor shall maintain the confidentiality of all information, documents, programs, procedures, and all other items that Contractor encounters while performing the Contractor's Work to the extent allowed by law. This requirement shall be ongoing and shall survive the expiration or termination of this Contract and specifically includes all student, parent, and disciplinary information.
25. **LIMITATION OF DISTRICT LIABILITY.** District's financial obligations under this Contract shall be limited to the payment of the compensation provided in this Contract. Notwithstanding any other provision of this Contract, in no event shall District be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of or in connection with this Contract for the services performed in connection with this Contract.
26. **COMPLIANCE WITH LAWS:** Contractor shall give all notices and comply with all laws, ordinance, rules and regulations bearing on conduct of the Work as indicated or specified. If Contractor observes that any of the Work required by this Contract is at variance with any such laws, ordinance, rules or regulations, Contractor shall notify the District, in writing, and, at the sole

option of the District, any necessary changes to the scope of the Work shall be made and this Contract shall be appropriately amended in writing, or this Contract shall be terminated effective upon Contractor's receipt of a written termination notice from the District. If Contractor performs any work that is in violation of any laws, ordinances, rules or regulations, without first notifying the District of the violation, Contractor shall bear all costs arising therefrom.

27. **LABOR CODE REQUIREMENTS:** The Contractor shall comply with all applicable provisions of the California Labor Code, Division 3, Part 7, Chapter 1, Articles 1 – 5, including, without limitation, the payment of the general prevailing per diem wage rates for public work projects of more than one thousand dollars (\$1,000). Copies of the prevailing rate of per diem wages are on file with the District. In addition, the Contractor and each subcontractor shall comply with Chapter 1 of Division 2, Part 7 of the California Labor Code, beginning with Section 1720, and including Section 1735, 1777.5 and 1777.6, forbidding discrimination, and Sections 1776, 1777.5 and 1777.6 concerning the employment of apprentices by Contractor or subcontractors. Willful failure to comply may result in penalties, including loss of the right to bid on or receive public works contracts.
- 32.1 **Registration:** Contractor and its subcontractor(s) shall be registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 and in accordance with Labor Code section 1771.1.
- 32.2 **Certified Payroll Records:** Contractor and its subcontractor(s) shall upload certified payroll records ("CPR") electronically using DIR's eCPR System by uploading the CPRs by electronic XML file or entering each record manually using the DIR's iform (or current form) online on a weekly basis and within ten (10) days of any request by the District or Labor Commissioner at <http://www.dir.ca.gov/Public-Works/Certified/Payroll-Reporting.html> or current application and URL, 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 the Contractor and/or each subcontractor in connection with the Work.
- 32.3 **Labor Compliance:** Contractor shall perform the Work of the Project while complying with all the applicable regulations, including section 16000, et seq., of Title 8 of the California Code of Regulations and is subject to labor compliance monitoring and enforcement by the Department of Industrial Relations.
28. **ANTI-DISCRIMINATION:** It is the policy of the District that in connection with all work performed under Contracts there be no discrimination against any employee engaged in the work because of race, color, ancestry, national origin, religious creed, physical disability, medical condition, marital status, sexual orientation, gender, or age and therefore the Contractor agrees to comply with applicable Federal and California laws including, but not limited to the California Fair Employment Practice Act beginning with Government Code Section 12900 and Labor Code Section 1735. In addition, the Contractor agrees to require like compliance by all its subcontractor(s).
29. **ANTI-TRUST CLAIM:** Contractor and its subcontractor(s) agree to assign to the District all rights, title, and interest in and to all causes of action they may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services, or materials pursuant to the Contract or a subcontract. This assignment shall be made and become effective at the time the District tenders final payment to the Contractor, without further acknowledgment by the parties.
30. **DISPUTES:** In the event of a dispute between the parties as to performance of the Work, the interpretation of this Contract, or payment or nonpayment for work performed or not performed, the parties shall attempt to resolve the dispute by those procedures set forth in Public Contract Code section 20104, et seq., if applicable. Pending resolution of the dispute, Contractor agrees it will neither rescind the Contract nor stop the progress of the Work, but will allow determination by the court of the State of California, in the county in which the District's administration office is located, having competent jurisdiction of the dispute. All claims of over \$375,000, which are outside the scope of Public Contract Code section 20104, et seq., may be determined by mediation if mutually agreeable, otherwise by litigation. Notice of the demand for mediation of a dispute

shall be filed in writing with the other party to the Contract. The demand for mediation of any claim of over \$375,000 shall be made within a reasonable time after written notice of the dispute has been provided to the other party, but in no case longer than ninety (90) days after initial written notice, and the demand shall not be made later than the time of Contractor submission of the request for final payment. If a claim, or any portion thereof, remains in dispute upon satisfaction of all applicable dispute resolution requirements, the Contractor shall comply with all claims presentation requirements as provided in Chapter 1 (commencing with section 900) and Chapter 2 (commencing with section 910) of Part 3 of Division 3.6 of Title 1 of Government Code as a condition precedent to the Contractor's right to bring a civil action against the District. For purposes of those provisions, the running of the time within which a claim must be presented to the District shall be tolled from the time the claimant submits its written claim until the time the claim is denied, including any time utilized by any applicable meet and confer process.

31. **ATTORNEY FEES/COSTS:** Should litigation be necessary to enforce any terms or provisions of this Agreement, then each party shall bear its own litigation and collection expenses, witness fees, court costs and attorney's fees.
32. **TERMINATION:** If Contractor fails to perform the Services and Contractor's duties to the satisfaction of the District, or if Contractor fails to fulfill in a timely and professional manner Contractor's obligations under this Contract, or if Contractor violates any of the terms or provisions of this Contract, District shall have the right to terminate this Contract effective immediately upon the District giving written notice thereof to the Contractor. The Contractor and its performance bond surety, if any, shall be liable for all damages caused to the District by reason of the Contractor's failure to perform and complete the Contract. District shall also have the right in its sole discretion to terminate the Contract for its own convenience upon District giving three (3) days written notice thereof to the Contractor. In case of a termination for convenience, Contractor shall be paid for the actual cost for labor, materials, and services performed that is unpaid and can be documented through timesheets, invoices, receipts, or otherwise, and five percent (5%) of the total cost of Work performed as of the date of termination, or five percent (5%) of the value of the Work yet to be performed, whichever is less. This five percent (5%) shall be full compensation for all of Contractor's and its subcontractor(s)' mobilization and/or demobilization costs and any anticipated loss profits resulting from termination of the Contractor for convenience. Termination shall have no effect upon any of the rights and obligations of the parties arising out of any transaction occurring prior to the effective date of termination.
33. **ASSIGNMENT OF CONTRACT:** Contractor shall not assign or transfer in any way any or all of its rights, burdens, duties, or obligations under this Contract without the prior written consent of the District.
34. **TIME IS OF THE ESSENCE:** Time is of the essence in the performance of and compliance with each of the provisions and conditions of this Contract.
35. **CALCULATION OF TIME:** For the purposes of this Contract, "days" refers to calendar days unless otherwise specified.
36. **GOVERNING LAW:** This Contract shall be governed by and construed in accordance with the laws of the State of California with venue of any action in a County in which the District administration office is located.
37. **BINDING CONTRACT:** This Contract shall be binding upon the parties hereto and upon their successors and assigns, and shall inure to the benefit of said parties and their successors and assigns.
38. **DISTRICT WAIVER:** District's waiver of any term, condition, covenant or waiver of a breach of any term, condition or covenant shall not constitute the waiver of any other term, condition or covenant or the waiver of a breach of any other term, condition or covenant.
39. **CAPTIONS AND INTERPRETATIONS:** Paragraph headings in this Contract are used solely for convenience, and shall be wholly disregarded in the construction of this Contract. No provision of this Contract shall be interpreted for or against a party because that party or its legal representative drafted such provision, and this Contract shall be construed as if jointly prepared by the parties.

40. **INVALID TERM:** If any provision of this Contract is declared or determined by any court of competent jurisdiction to be illegal, invalid or unenforceable, the legality, validity or enforceability of the remaining parts, terms and provisions shall not be affected thereby, and said illegal, unenforceable or invalid part, term or provision will be deemed not to be a part of this Contract.
41. **PROVISIONS REQUIRED BY LAW DEEMED INSERTED:** Each and every provision of law and clause required by law to be inserted in this Contract shall be deemed to be inserted herein and this Contract shall be read and enforced as though it were included therein.
42. **ENTIRE CONTRACT:** This Contract sets forth the entire Contract between the parties hereto and fully supersedes any and all prior agreements, understanding, written or oral, between the parties hereto pertaining to the subject matter thereof. This Contract may be modified only by a writing upon mutual consent.

PREVAILING WAGE CERTIFICATION

I hereby certify that I will conform to the State of California Public Works Contract requirements regarding prevailing wages, benefits, on-site audits with 48-hours notice, payroll records, and apprentice and trainee employment requirements, for all Work on the above Project, including, without limitation, labor compliance monitoring and enforcement by the Department of Industrial Relations.

Date: _____

Proper Name of Contractor: _____

Signature: _____

Print Name: _____

Title: _____

WORKERS' COMPENSATION CERTIFICATION

Labor Code section 3700 in relevant part provides:

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

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

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

Date: _____

Proper Name of Contractor: _____

Signature: _____

Print Name: _____

Title: _____

(In accordance with Article 5 - commencing at section 1860, chapter 1, part 7, division 2 of the Labor Code, the above certificate must be signed and filed with the awarding body prior to performing any Work under this Contract.)

CRIMINAL BACKGROUND INVESTIGATION CERTIFICATION

The undersigned does hereby certify to the governing board of the District as follows:

- That I am a representative of the Contractor under contract with the District;
- That I am familiar with the facts herein certified; and
- That I am authorized and qualified to execute this certificate on behalf of Contractor.

Contractor certifies that it has taken at least one of the following actions with respect to the construction Project that is the subject of the Contract (check all that applies):

- The Contractor has complied with the fingerprinting requirements of Education Code section 45125.1 with respect to all Contractor’s employees and all of its Subcontractors’ employees who may have contact with District pupils in the course of providing services pursuant to the Contract, and the California Department of Justice has determined that none of those employees has been convicted of a felony, as that term is defined in Education Code section 45122.1. A complete and accurate list of Contractor's employees and of all of its subcontractors' employees who may come in contact with District pupils during the course and scope of the Contract is attached hereto; and/or
- Pursuant to Education Code section 45125.2, Contractor has installed or will install, prior to commencement of Work, a physical barrier at the Work Site, that will limit contact between Contractor's employees and District pupils at all times; and/or
- Pursuant to Education Code section 45125.2, Contractor certifies that all employees will be under the continual supervision of, and monitored by, an employee of the Contractor who the California Department of Justice has ascertained has not been convicted of a violent or serious felony. The name and title of the employee who will be supervising Contractor's employees and its subcontractors' employees is

Name: _____

Title: _____

- The Work on the Contract is at an unoccupied school site and no employee and/or subcontractor or supplier of any tier of Contract shall come in contact with the District pupils.

Contractor’s responsibility for background clearance extends to all of its employees, Subcontractors, and employees of Subcontractors coming into contact with District pupils regardless of whether they are designated as employees or acting as independent contractors of the Contractor.

Date: _____

Name of Contractor: _____

Signature: _____

Print Name: _____

Title: _____

ASBESTOS & OTHER HAZARDOUS MATERIALS CERTIFICATION

Contractor hereby certifies that no Asbestos, or Asbestos-Containing Materials, polychlorinated biphenyl (PCB), or any material listed by the federal or state Environmental Protection Agency or federal or state health agencies as a hazardous material, or any other material defined as being hazardous under federal or state laws, rules, or regulations "New Material Hazardous", shall be furnished, installed, or incorporated in any way into the Project or in any tools, devices, clothing, or equipment used to affect any portion of Contractor's work on the Project for District.

Contractor further certifies that it has instructed its employees with respect to the above-mentioned standards, hazards, risks, and liabilities.

Asbestos and/or asbestos-containing material shall be defined as all items containing but not limited to chrysotile, crocidolite, amosite, anthophyllite, tremolite, and actinolite. Any or all material containing greater than one-tenth of one percent (.1%) asbestos shall be defined as asbestos-containing material.

Any disputes involving the question of whether or not material is New Hazardous Material shall be settled by electron microscopy or other appropriate and recognized testing procedure, at the District's determination. The costs of any such tests shall be paid by Contractor if the material is found to be New Hazardous Material.

All Work or materials found to be New Hazardous Material or Work or material installed with "New Hazardous Material" containing equipment will be immediately rejected and this Work will be removed at Contractor's expense at no additional cost to the District.

Contractor has read and understood the document Hazardous Materials Procedures & Requirements, and shall comply with all the provisions outlined therein.

Date: _____

Name of Contractor: _____

Signature: _____

Print Name: _____

Title: _____

Exhibit A – Scope of Work

1. All equipment must be listed as Design Lights Consortium (DLC) Premium Classification.
2. Provide all necessary equipment, hardware, adapters, and any other materials necessary for a quality installation. Ensure installation quality, compliance with project schedule and proper disposal and/or recycling of old luminaires and equipment.
3. Contractor shall be responsible for patching, repairing, or replacing any District property that is damaged over the course of the work.
4. Rebate Guidelines:
 - a. To qualify for PG&E incentives, rebate eligible equipment must be listed on the California IOU Qualified Products List (QPL) found at <http://caioulightingqpl.com> at the time of the purchase of the equipment.
 - b. Share the list of any material variances with the Project Manager to ensure material rebate eligibility.
 - c. Get material variance approval from Project Manager prior to purchase of material.
 - d. Contractor shall work directly with Smartlights program staff to ensure client accesses all applicable rebates. Smartlights is the PG&E/CPUC-funded local direct install implementer for Alameda County. (www.ebenergy.org)
 - e. Be available for the following rebate inspections:
 - i. Pre-construction rebate inspection with Smartlights or other third-party engineering firm
 - ii. Post-construction rebate inspection with Smartlights or other third-party engineering firm
5. The installation will include all material, labor, equipment, services and incidentals necessary to install a complete lighting system including, but not limited to, the work included in this Specification.
6. Installation Submittals:
 - a. A detailed inventory of replacement equipment with equipment data sheets for approval by the DISTRICT.
 - b. Wiring diagrams
 - c. Waste disposal and recycling certifications

7. Contractor shall warrant all labor and replace all parts thereof for a period of one year from the date of project acceptance. The warranty for the luminaires shall be no less than five (5) years.
8. Train DISTRICT personnel in all aspects of routine operation, maintenance, and safety of the LED lighting luminaires and equipment installed.
9. Lighting equipment installed must meet or exceed current Title 24 lighting code requirements.
10. All existing lights fixtures are to be replaced with LED products.
11. All installations are required to meet IES illumination standards for the application.
12. Color rendering index of all equipment will be at least 80.
13. Occupancy sensors shall be installed in all classrooms to control retrofit lighting fixtures installed as a part of this project. Occupancy sensors may be ceiling mounted or wall mounted at switch locations and include both infrared and ultrasonic sensing technologies.
14. Occupancy sensors shall be installed in the multipurpose room. Occupancy sensors shall be ceiling mounted and be of passive infrared type technology.
15. Lenses and fixtures shall be clean and free of dirt and fingerprints.
16. Ensure the fit of all lighting replacement kits and reflectors.
17. Removal and proper disposal of all waste.
18. Immediately inform client of any potential scope changes that take place during the project.
19. Furnish adequate invoices that detail material, labor and total project costs. These invoices will be submitted to the CA Energy Commission for reporting purposes and to Smartlights for rebate processing.