

ADDENDUM "3"

REFERENCE: P.E. Replacement Project
College of the Redwoods
7351 Tompkins Hill Road
Eureka, California 95501
DSA Application # 01-119705
DSA File # 12-C1



FROM: tBP Architecture
1777 Oakland Blvd., Suite 320
Walnut Creek, CA 94596

TO: Division of State Architect – Oakland Regional Office
1515 Clay Street, Suite 1201
Oakland, CA 94612

This Addendum "3", dated July 23, 2024, forms a part of the Contract Documents, and modifies the Bid Documents approved by DSA on January 16, 2024, and Addendum "1" dated June 18, 2024, and Addendum "2", dated July 1, 2024.

This Addendum consists of 2 pages and all attachments noted herein.

MODIFICATIONS TO PROJECT MANUAL / SPECIFICATIONS:

Replaced Specifications:

	<u>Section</u>	<u>Title</u>
1.	00 11 16	Invitation to Bid
2.	00 30 00	Available Information
3.	00 52 00	Agreement Forms (Construction Agreement Form)
4.	01 14 00	Work Restrictions
5.	01 62 00	Product Options

Attachments:

Specifications:

	<u>Section</u>	<u>Title</u>
1.	00 11 16	Invitation to Bid
2.	00 30 00	Available Information
3.	00 52 00	Agreement Forms (Construction Agreement Form)
4.	01 14 00	Work Restrictions
5.	01 62 00	Product Options

**END OF
ADDENDUM 3**

Supporting Documents:

1. Pre-Bid Meeting Minutes

**Section 00 11 16
INVITATION TO BID**

PE REPLACEMENT PROJECT

College of the Redwoods
7351 Tompkins Hill Road
Eureka, California 95501

NOTICE IS HEREBY GIVEN that the Governing Board of the Redwoods Community College District (District), Eureka, California, will receive sealed bid proposals for the furnishing of all labor, materials, equipment, transportation and services for the construction of the project entitled **PE REPLACEMENT PROJECT**.

The District has pre-qualified General Contractors for this project, and the list of pre-qualified General Contractors can be found on the District's web site:

<https://www.redwoods.edu/businessoffice/Purchasing>

Only Pre-Qualified Contractors are allowed to bid as Prime Contractors on this project. The District does not prequalify Subcontractors.

Construction Cost Estimate (Range): **\$64,000,000 to \$65,000,000**
California License Required: **B-General Building Contractor**

In general, the Work consists of, but is not limited to:

1. CONSTRUCTION OF A NEW PHYSICAL EDUCATION BUILDING WITH SPECTATOR GYMNASIUM
2. CONSTRUCTION OF A NEW FIELD HOUSE BUILDING WITH INTERIOR PRACTICE FIELD
3. SITE WORK INCLUDING RETAINING WALLS, FIRE LANES, PARKING SPACES, FIRE HYDRANTS, UTILITIES, PATHS OF TRAVEL, SITE LIGHTING, FLATWORK, LANDSCAPING, AND OTHER SITE DEVELOPMENT
4. ABATEMENT OF HAZARDOUS MATERIALS AND DEMOLITION OF THE EXISTING PHYSICAL EDUCATION / FIELD HOUSE BUILDINGS AND SURROUNDING SITE AREAS
5. SITE RESTORATION AT DEMOLISHED BUILDINGS
6. NEW GENERATOR AND TRANSFORMERS
7. OTHER WORK AS INDICATED IN THE CONTRACT DOCUMENTS

The District does not provide hardcopies of bid documents or reimburse cost of printing, delivery, or any expenses related to the bidding process.

For information directly from the District, you may also log on to the District Website: <https://www.redwoods.edu/businessoffice/Purchasing> Project documents available include, but are not limited to, plans, specifications, addenda, bidders lists, bid results, etc., and can be viewed on this District webpage.

All questions related to this project must be submitted, via email, to:

Leslie Marshall, Director of Facilities & Planning

Redwoods Community College District
7351 Tompkins Hill Rd., Eureka, CA 95501

Email: leslie-marshall@redwoods.edu, julia-morrison@redwoods.edu, and ericka-barber@redwoods.edu with a Cc to robm@csipm.com.

Include the question in the body of the email. Questions will only be

accepted from prequalified Contractors.

Each bid shall be made on the bid form, which is included in the Bid Documents and when submitted, shall be accompanied by a Bid Bond or Certified Cashier's Check in the amount of 10% of bid (made payable to the Redwoods Community College District). The District reserves the right to forfeit Bid Bond submitted for failure of the successful bidder to secure Payment & Performance Bonds.

IMPORTANT INFORMATION:

Pre-Bid Meeting and Job Walk, Date/Time:.....07/09/24 1:00 PM (MANDATORY)

Pre-Bid Meeting Location:.....College of the Redwoods – Theater Building
7351 Tompkins Hill Rd., Eureka, CA 95501
(See College of the Redwoods Campus Map)

PLEASE NOTE: A Site Visit will be held Immediately following the Pre-Bid meeting. Please remember to obtain a Certification of Site Visit, signed by the District Representative, prior to leaving the site.

Last Date / Time for Bidder's

Requests for Information:08/09/24 5:00 PM

Last Day to Issue Addendum:08/20/24

Bids Due No Later Than, Date / Time:08/27/24 2:00 PM

Bids Must Be Received at:Redwoods Community College District - Board Room
7351 Tompkins Hill Rd., Eureka, CA 95501
Attn: Leslie Marshall, Director of Facilities & Planning

The **Board Room is located on the 2nd floor of the Administration Building (Building 18)**. The 2nd floor can be accessed by stairway or elevator. **Anyone entering the Administration Building will need to complete the Health Screening at the front door before further entry into the building.**

Bids must be received by the District prior to the time and by the date noted above. Bids that are not received by the District prior to the time and by the date noted above will not be accepted, and will be returned to the Bidder unopened.

The successful bidder will be required to furnish a labor and material bond in an amount equal to one hundred percent (100%) of the contract price and a faithful performance bond in an amount equal to one hundred percent (100%) of the contract price, said bonds to be secured from a surety company acceptable to the Redwoods Community College District and authorized to execute such surety in the State of California.

This project is a public works project and is subject to prevailing wage rate laws. A copy of the prevailing rates of wages is on file with the Contracts & Purchasing Office of the Redwoods Community College District. Said rates of wages shall be included in the contract for the work by this reference.

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.

Attention is directed to Labor Code Section 1725.5 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 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.

END OF SECTION 00 11 16

SECTION 00 30 00
AVAILABLE INFORMATION

PART 1 - REPORT AND INFORMATION

1.1 Existence of reports, record drawings, and utility surveys: Redwoods Community College District, its consultants, and prior contractors may have collected documents providing a general description of the site and conditions of the work. These documents may consist of geotechnical reports for and around the site, record drawings, utility drawings, and information regarding underground utilities. These reports, documents and other information are not part of the Contract Documents and do not show new work to be constructed, rather, they show existing conditions that Contractor may have to address as part of its construction planning.

1.2 Available Documentation - The following documents are either available for review through District office, or the District's web site:

- A. Existing PE Building Drawings
- B. Creative Arts Project As-Built Drawings
- C. Underground Utility Project Drawings
 - 1. E.1 College of the Redwoods Building Infrastructure and Site Utilities
 - 2. E.2 College of the Redwoods Building Infrastructure and Site Utilities - Addendum 1
- D. Geotechnical Reports
 - 1. Geotechnical and Geologic Hazard Evaluation Report – New Gymnasium, College of the Redwoods, May 1, 2020, LACO
 - 2. Geotechnical and Geologic Hazard Evaluation Report – New Fieldhouse Building, College of the Redwoods, December 30, 2020, LACO
 - 3. Addendum Number 2 to Geotechnical and Geologic Hazards Evaluation Report – New Gymnasium and Fieldhouse Building, November 16, 2021, LACO
 - 4. Addendum to Note 48 compliant Geotechnical and Geologic Hazard Evaluation Report, New fieldhouse Building Retaining Walls, December 1, 2022, LACO
- E. Hazardous Materials Reports
 - 1. 04/08/2022 GHD Asbestos Assessment Report - Fieldhouse and Physical Education Buildings
 - 2. 08/01/2023 FACS Lead Survey Report – Fieldhouse and Physical Education Buildings
- F. College of the Redwoods Telecommunication Standards (dated July 2018)
- G. As-Built – Wastewater Treatment and Disposal System Leach Field**

1.3 Contractor shall acknowledge and accept that the documents are not a part of the Contract Documents and are made available to bidders for reference only. The District and its Redwoods Community College District
College of the Redwoods
PE Replacement Project

representatives are not responsible for any and all discrepancies between the documents and the existing and actual as-built conditions, and do not guarantee the accuracy of the documents.

- 1.4** The District and Architect assume no responsibility for the completeness or accuracy of the documents or the records compiled there from and the interpretations made from the documents. There is no express or implied guarantee that the conditions indicated in the documents are representative of those existing throughout the building and/or site Conditions differing substantially from those indicated may be encountered.

END OF SECTION 00 30 00

**SECTION 00 52 00
AGREEMENT FORMS**

CONSTRUCTION AGREEMENT

CONTRACT NO. _____
(Construction Agreement)

=====
This Agreement shall not be enforceable until ratified and approved by the Redwoods Community College District’s Governing Board. The estimated board meeting is February 6, 2024.

(§1.1) Parties: (Public Agency) **REDWOODS COMMUNITY COLLEGE DISTRICT**
7351 Tompkins Hill Rd., Eureka, CA 955001

(Contractor) _____
Address: _____

(§1.2) Effective Date: _____

(§1.3) The Work: **PE Replacement Project** _____

(§1.4) Substantial Completion Time: **936 Calendar Days** from the Notice to Proceed.

(§1.4.1) Final Completion Milestone for the Field House, Gym and associated work: **60 Calendar Days** from Substantial Completion.

(§1.4.2) College completion of move out of existing PE buildings: **42 Calendar Days** from Substantial Completion of the Field House & Gym

(§1.4.3) Demolition of existing PE buildings and Final Completion: **120 Calendar Days** from College completion of move into new buildings.

(§1.4.4) Total duration to Final Completion: **1098 Calendar Days** from the Notice to Proceed

(§1.5) The Bidder acknowledges that this project contains a Final Completion Milestone and bidder agrees that this milestone must be substantially completed and accepted by the Owner before a written “Notice to Proceed” is issued for the demolition of the existing Art Building. Bidder also agrees to pay, as liquidated damages the amounts specified below for each consecutive calendar day after the expiration of the consecutive calendar days allowed for each phase.

(§1.5.1) Liquidated Damages, Substantial Completion **\$2,000/** per calendar day Work is delayed

(§1.5.2) Liquidated Damages, Remaining Work and Final Completion: **\$1,000 /** per calendar day Remaining Work is delayed for 1) Final Completion Milestone (§1.4.1) Gym and Field House and 2) Final Completion of Demolition of the existing PE Buildings (§1.4.3).

(§1.6) Public Agency's Agent: **REDWOODS COMMUNITY COLLEGE DISTRICT (“District”)**

(§1.7) Contract Sum: **MILLION, THOUSAND, HUNDRED DOLLARS and NO CENTS**
(\$00,000,000.00)

2. SCOPE OF WORK:

The Work consists of:

1. CONSTRUCTION OF A NEW PHYSICAL EDUCATION BUILDING WITH SPECTATOR GYMNASIUM
2. CONSTRUCTION OF A NEW FIELD HOUSE BUILDING WITH INTERIOR PRACTICE FIELD
3. SITE WORK INCLUDING RETAINING WALLS, FIRE LANES, PARKING SPACES, FIRE HYDRANTS, UTILITIES, PATHS OF TRAVEL, SITE LIGHTING, FLATWORK, LANDSCAPING, AND OTHER SITE DEVELOPMENT
4. ABATEMENT OF HAZARDOUS MATERIALS AND DEMOLITION OF THE EXISTING PHYSICAL EDUCATION / FIELD HOUSE BUILDINGS AND SURROUNDING SITE AREAS
5. SITE RESTORATION AT DEMOLISHED BUILDINGS
6. NEW GENERATOR AND TRANSFORMERS
7. OTHER WORK AS INDICATED IN THE CONTRACT DOCUMENTS

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) 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 01 77 00, 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.

- (c) 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.
- (d) 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.
- (e) 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.
- (f) 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

5.1 LIQUIDATED DAMAGES - SUBSTANTIAL COMPLETION

If the Contractor fails to complete this contract and this 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 there from; 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.

5.2 LIQUIDATED DAMAGES-THE REMAINING WORK.

The Remaining Work, as such work is determined by the Public Agency or Public Agency's Representative, shall be completed within the Contract Time or any proper extension thereof granted by Public Agency. If the Contractor shall neglect, fail or refuse to complete the Remaining Work within the Contract Time or any proper extension thereof granted by the Public Agency, then the Contractor does hereby agree, as part consideration for the awarding of this Contract, to pay to the Public Agency the amount specified in the Contract, not as a penalty but as liquidated damages for the Remaining Work for each such breach of Contract set forth herein for each and every consecutive calendar day that the Contractor shall be in default after expiration of the Contract Time.

6. INTEGRATED DOCUMENTS

The plans, drawings and specifications and special provisions of the Public Agency's Invitation to Bid, 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 five (5%) 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
 - (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

Contractor's Liability 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, if any, 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.

Subcontractor Insurance Requirements: The Contractor shall require its Subcontractors to take out and maintain similar public liability insurance and property damage insurance as required under the above paragraph, titled "Contractor's Liability Insurance, in amounts commensurate with the value of the subcontract. A "claims made" or modified "occurrence" policy shall not satisfy the requirements of the above paragraph, titled "Contractor's Liability Insurance, without prior written approval of the District.

Additional Insured Endorsement Requirement: The Contractor shall name, on any policy of insurance, the District, Architect, Construction Manager, Inspector, the State of California, their officers, employees, agents and independent contractors as Additional Insured. Subcontractors shall name the Contractor, the District, Architect, Construction Manager, 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 be on a CG 2010 11 85 form, CG2033 07 04 (Operations) and a CG2037 07 04 (Completed Operations) or their equivalent, and shall state that coverage is afforded the additional insured with respect to claims arising out of operations and Completed 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.

Workers' Compensation Insurance: During the term of this Contract, the Contractor shall provide workers' compensation insurance for all of the Contractor's employees engaged in Work under this Contract on or at the Site of the Project and, in case any of the Contractor's Work is subcontracted, the Contractor shall require the Subcontractor to provide workers' compensation insurance for all the Subcontractor's employees engaged in Work under the subcontract. Any class of employee or employees not covered by a Subcontractor's insurance shall be covered by the Contractor's insurance. In case any class of employees engaged in Work under this Contract on or at the Site of the Project is not protected under the Workers' Compensation laws, the Contractor shall provide or cause a Subcontractor to provide adequate insurance coverage for the protection of those employees not otherwise protected. The Contractor shall file with the District certificates of insurance as required under Section 00 70 00, Article 11.6, and in compliance with Labor Code § 3700.

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

(b) Comprehensive General Liability Insurance with a combined single limit per occurrence of not less than \$5,000,000.00 and \$10,000,000.00 project specific aggregate, or Commercial General Liability Insurance (including automobile insurance) which provides limits of not less than:

(1)	Per occurrence (combined single limit)	\$5,000,000.00
(2)	Project Specific Aggregate (for this project only)	\$10,000,000.00
(3)	Products and Completed Operations	\$5,000,000.00

(c) Insurance Covering Special Hazards

The following Special hazards shall be covered by riders or riders to above mentioned public liability insurance or property damage insurance policy or policies of insurance, in amounts as follows:

(1)	Automotive and truck where operated in amounts	\$1,000,000.00
(2)	Material Hoist where used in amounts	\$1,000,000.00
(3)	Explosion, Collapse and Underground (XCU coverage)	\$1,000,000.00

(d) In addition, provide Excess Liability Insurance coverage in the amount of Two Million Dollars (\$2,000,000.00).

(e) There shall be no endorsements or exclusions related to soils movement or subsidence including: soil erosion, freezing or thawing, improperly compacted soil or construction defects, roots of trees or shrubs, collapse of storm or sewer drains, or natural occurring shrink or swell soil.

Builder's Risk/ "All Risk" Insurance/ Course-of-Construction Insurance Requirements: The Contractor, during the progress of the Work and until final acceptance of the Work by District upon completion of the entire Contract, shall maintain Builder's Risk, Course of Construction or similar first party property coverage issued on a replacement cost value basis consistent with the total replacement cost of all insurable Work and the Project included within the Contract Documents. Coverage is to insure against all risks of accidental direct physical loss, and must include, by the basic grant of coverage or by endorsement, the perils of vandalism, malicious mischief (both without any limitation regarding vacancy or occupancy), fire, sprinkler leakage, civil authority, sonic boom, earthquake, flood, collapse, wind, lightning, smoke and riot. The coverage must include debris removal, demolition, increased costs due to enforcement of building ordinance and law in the repair and replacement of damage and undamaged portions of the property, and reasonable costs for the Architect's and engineering services and expenses required as a result of any insured loss upon the Work and Project which is the subject of the Contract Documents, including completed Work and Work in progress, to the full insurable value thereof. Such insurance shall include the District and the Architect as additional named insureds, and any other person with an insurable interest as designated by the District. The **maximum deductible** for this policy shall be **no greater than \$25,000** unless approved by the District.

The Contractor shall submit to the District for its approval all items deemed to be uninsurable. The risk of the damage to the Work due to the perils covered by the "Builder's Risk/All Risk" Insurance, as well as any other hazard which might result in damage to the Work, is that of the Contractor and the surety, and no claims for such loss or damage shall be recognized by the District nor will such loss or damage excuse the complete and satisfactory performance of the Contract by the Contractor.

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 Humboldt 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 Indemnitees 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. Not Used

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, 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. Not Used

28. SIGNATURES AND ACKNOWLEDGEMENT

Public Agency, By: _____
Keith Flamer – President/Superintendent

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 S1861 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. ACKNOWLEDGEMENT (By Corporation, Partnership or Individual)
County of Humboldt)

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 SECTION 00 52 00

SECTION 01 14 00
WORK RESTRICTIONS

PART 1 – GENERAL

1.1 RELATED DOCUMENTS

- A. All Contract Documents shall be reviewed for applicable provisions related to the provisions in this document, and provisions in the General Conditions and other Division 1 Specification Sections shall apply to this Section without limitation.

1.2 SUMMARY OF WORK RESTRICTION REQUIREMENTS

- A. Prior to the start of Work, Contractor shall familiarize itself with the Work Restrictions as they relate to all Work required by the Contract Documents.
- B. Temporary Work Activity Plan shall include:
 - 1. Full size drawing (30"x42") of site plan showing the proposed locations and dimensions of temporary facilities and activities, including but not limited to, all proposed office trailers, equipment and material storage areas on the Project Site; safe and ADA complaint access (ingress/egress) for pedestrians and vehicles around the construction areas; proposed haul routes; all temporary construction, and way-finding signage; temporary fenced area(s), noise and safety barriers, and dust partitions; and temporary measures to maintain continuous and uninterrupted code compliant use of all occupied and surrounding areas impacted by construction activities. Identify any areas that require temporary paving for stabilization or prevention of tracking of mud, and for ADA complaint ingress and egress. Indicate if the use of supplemental or other staging areas might be required. Also see Section 01 50 00 Temporary Facilities and Control for additional requirements.
 - 2. Contractor shall submit two (2) hard copies at the pre-construction meeting, and email Adobe PDF Format, of the initial submittal of the Temporary Work Activity Plan for review by the District, Architect, and by personnel from the Campus (e.g., Buildings & Grounds, Police Services, and other representatives).
- C. Contractor shall construct dust partitions and other barriers as required prior to the start of abatement or demolition activities, whichever may occur first, and they must remain in place until the completion of that activity where required.
- D. Contractor shall perform and complete all Temporary Work Activities to ensure the following:
 - 1. The work areas, roads, parking lots, and streets are to be kept clear, clean, and free of loose debris, construction materials and partially installed work which would create a safety hazard or interfere with subcontractor and personnel duties and traffic. The Contractor shall sweep the areas clean at the end of each workday and make every effort to keep dust and noise to a minimum at all times.

1.3 SUMMARY OF WORK RESTRICTIONS

- A. General:** All Temporary Work Activities must be completed within the timelines, work shift times, and the scheduled time period as required by the Contract Documents. Comply with the following:
1. The Temporary Work Activity Plan shall be approved by the District prior to any Work starting on the Project Site.
 2. Contractor shall have all temporary fencing, signage, ADA compliant pathways and other temporary measures described in Paragraph 1.2 above installed, operational and accepted by the District prior to starting Work as applicable.
- B. Time Related Work Restrictions within the Contract Time**
1. Although the Contract Time is a total of **1098** calendar days between the Notice to Proceed and Final Completion, as articulated in Section 00 52 00, Construction Agreement Form, Work by the Contractor is restricted and limited to specific time periods at specific locations during this contract duration as follows:
 - 1.1. **Milestones:**
 - 1.1.1 **Substantial Completion – 936** calendar days from the Notice to Proceed
 - 1.1.2 **Building Final Completion – 60** calendar days following Substantial Completion of the Gym & Fieldhouse.
 - 1.1.2 **College Move** - Abatement and Demolition activities cannot start on the existing PE Structures until the College completes the move into the new PE buildings, which will occur following the completion of the spring 2027 semester. The move period for the College is scheduled to complete **42** calendar days following Substantial Completion of the Gym & Fieldhouse.
 - 1.1.3 **Abatement and Demolition – Final Completion** of the project - **120** calendar days from the College's completion of the move to the new facilities.
 - 1.2. **All Work at the Project Site:** Work at the Project Site cannot commence any earlier than **fourteen (14) calendar days** after the District issues the Notice to Proceed, unless approved by the District.
 - 1.3. **New Fire Lanes** - New fire lanes must be constructed prior to erection of structures – see Civil Drawings/Specifications
 - 1.4. **Rain and Impacts of Rain:** See Section 01 11 00, Summary of Work for related requirements to include in the Contractor's P-6 Baseline Schedule an activity for rain and the impacts of rain on this project.
 - 1.5. **Saturday Work:** Contractor shall include in its bid the cost to work eight hours between 8AM and 5PM for **10** Saturdays on critical and near critical path schedule activities at the Project site (i.e., near critical path schedule activities include any schedule activity with less than 5 workdays of total float). This effort includes the cost for the Contractor and its subcontractor personnel, including all field office overhead for the Contractor and the applicable subcontractors working on these **10** Saturdays (assume 6 workers, including foreman in addition to prime contractor personnel).
 - 1.6. **Sunday Work:** Contractor **CANNOT** work on Sundays or Holidays.

1.7. College Finals Week: The **Contractor shall not perform work during Finals Week (i.e., include 5 Workdays in the schedule)** that results in the generation of noise that will disturb students taking finals. The Contractor shall submit to the District for approval the activities the Contractor may want to perform during each final's week. Unless otherwise approved by the District/College, said work cannot be performed during Final Week(s) during the contract duration.

1.8. **Utility Shutdowns:** Utility shutdowns to be coordinated with the District so as to minimize impact to campus operations. Scheduling will depend on College operations and may require weekend work and/or backup power.

2. The Contractor is responsible for its own means and methods to comply with these work restrictions, and to submit a schedule in accordance with Section 00 70 00, Article 3.8.

C. Other Project Requirements and Restrictions

1. The Contractor's staging area for trailers, construction vehicles, construction equipment and materials are restricted within the temporary construction fencing of the project site and the area shown on the attached **Exhibit A at the end of this Section**. Contractor shall not block the fire access road at any time within the project site or utilize for parking, staging or locating trailers. Contractor must always allow Fire District access into the project site and unobstructed use of the fire access road to other buildings on the west side of the project site. Contractor is responsible for obtaining parking passes from the Police Services.

2. **Truck Hauling Routes.** Obtain City of Eureka approval for preferred construction traffic routing over public streets and/or other construction truck access and egress from public streets to the Site. Contractor shall avoid routing trucks through residential areas.

PART 2 - PRODUCTS

2.1 MATERIALS

A. All labor, equipment, materials, and all other requirements shall be provided and will be the sole responsibility of the Contractor for execution of entire work described in this specification section.

PART 3 - EXECUTION

3.1 MEANS AND METHODS OF CONSTRUCTION

A. Contractor to provide and shall be responsible for any and all means and methods that will be constructed, implemented and/or maintained on the site for all work described above.

END OF SECTION 01 14 00

SECTION 01 62 00
PRODUCT OPTIONS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. All Contract Documents shall be reviewed for applicable provisions related to the provisions in this document, and provisions in the General Conditions and other Division 1 specification Sections shall apply to this Section without limitation.

1.2 RELATED REQUIREMENTS SPECIFIED IN OTHER SECTIONS

- A. Section 01 11 00 – “Summary of Work”
- B. Section 01 31 00 – “Project Management and Coordination”
- C. Section 01 45 00 – “Quality Control”
- D. Section 01 61 00 – “Common Product Requirements”
- E. Section 01 70 00 – “Execution and Closeout Requirements”
- F. Section 01 78 39 – “Project Record Documents”
- G. Division 2 through 41 Sections for specific requirements for Materials and Equipment (Product Options and Substitutions) for the work in those Sections.

1.3 SUMMARY

- A. This Section includes administrative and procedural requirements concerning product options and substitutions.

1.4 GENERAL

- A. The term product, as used in the Contract Documents, includes materials, equipment, systems, and like terms of similar intent.
- B. All products are to be new and not previously incorporated into or used in any other project or facility. Products salvaged or recycled from other projects are not considered new products and are not permitted.
- C. Named products are identified in the Contract Documents by manufacturer’s product name, make or model number, and/or other specific designation.
 - 1. Do not use materials and/or equipment removed from existing premises, except as specifically permitted by the Contract Documents.
- D. List of Manufacturers and Products Required. The Contractor shall require all Subcontractors to prepare and submit to the Contractor, within thirty (30) days of execution of the Subcontract, four (4) copies of the comprehensive lists of manufacturers and products proposed for the Project, including information on materials, equipment, and fixtures required by the Contract Documents, as may be required for the Contractor’s or Architect’s approval.
 - 1. Approval of such lists of products shall not be construed as a substitute for the shop drawings, manufacturer’s descriptive data, and samples, required by the Contract

Documents, but rather shall be considered as a base from which more detailed submittals shall be developed for final review by the Contractor and the Architect.

1.5 PRODUCT SELECTION AND SUBSTITUTION REQUIREMENTS

- A. Substitutions are defined as any changes in products, materials, equipment, and/or methods of construction from those required by the Contract Documents, and that are proposed by the Contractor.
- B. When only one product is specified, and unless the Specifications state that no substitution is permitted, whenever the Contract Documents indicate any specific article, device, equipment, product, material, fixture, patented process, form, method, or type of construction or any specific name, make, trade name, or catalog number, with or without the words “or equal,” such specification shall be deemed to be used for the purpose of facilitating description of the material, process, or article desired and shall be deemed to be followed by the words “or equal” unless the Contract Documents specify “no substitution allowed”, “no equal”, “no equivalent”, “to match campus standard”, “single source,” or other language with similar meaning, in which case no substitutions will be allowed.
 - 1. Pursuant to Paragraph 3.11.4 of the General Conditions, the apparent lowest responsive and responsible bidder may, within three (3) work days after bid opening offer any material, process, article, etc., which shall be materially equal or better in every respect to that so indicated or specified (“Specified Item”) and will completely accomplish the purpose of the Contract Documents. to Paragraph 3.11.4 of the General Conditions, the Contractor may, unless otherwise stated below, at time of bid offer any material, process, article, etc., which shall be materially equal or better in every respect to that so indicated or specified (“Specified Item”) and will completely accomplish the purpose of the Contract Documents.
- C. For products specified by naming only one manufacturer and including the words “no substitutions allowed”, “no equal”, “to match campus standard”, “single source” and/or other phrase with similar meaning:
 - 1. There is no product option due to necessity to match existing products or systems, to meet other design criteria or dependencies, or to comply with established standards. No substitution will be allowed.
 - 2. If product becomes unavailable due to no fault of Contractor, submit Request for Substitution, including all information required herein.
- D. When more than one product is specified, and in the absence of language stating “no substitutions allowed”, “no equal”, “to match campus standard”, “single source,” or other phrase with similar meaning:
 - 1. Select products of any named manufacturer meeting all specified requirements, or submit a request for substitution at time of bid.
 - 2. If product becomes unavailable due to no fault of Contractor, submit Request for Substitution (RFS), including all information required herein.
- E. For products specified by naming one or more products followed by the words “or approved equal”:

1. Select products of any named manufacturer meeting all specified requirements, or submit a request for substitution at time of bid.
- F. For products specified only by reference standard, select any product meeting or exceeding all requirements of the specified standard.
- G. Compatibility of product options: If Contractor is given an option of selecting between two or more products for use on the Project; product selected shall be compatible with products previously selected, even if previously selected products were also options.
 1. Contractor shall be responsible for providing products and construction means and methods that are compatible with the products and construction means and methods of other contractors.
- H. Products Specified which are Commercially Unavailable. If the Contractor fails to make a request for substitutions for products, at the time of submitting bids to the District, and such products subsequently become commercially unavailable, the Contractor may request a substitution for such commercially unavailable item.
 1. The decision to grant this request is solely at the District's discretion. The written approval of the District, consistent with the procedure for Change Orders, shall be required for the use of a proposed substitute material.
 2. The District may condition its approval of the substitution upon the delivery to District of an extended warranty or other assurances of adequate performance of the substitution as well as an equitable deduction in the contract price should the substituted item cost less than the Specified Item.
 3. All risks of delay due to the approval of a requested substitution by the DSA, or any other governmental agency having jurisdiction, shall be on the requesting party. All additional costs, all procurement and construction delays, and all costs for review by the Architect or its consultants shall be the responsibility of the Contractor and will be deducted from Contractor's pay request.
- I. Substitution Request Form (included at the end of this Section). All requests for substitutions of products, materials, or processes in place of a Specified Item must be submitted in writing on the District's Substitution Request Form ("Request Form") within three (3) workdays after bid opening. The Request Form must be accompanied by evidence as to whether the proposed substitution meets the requirements of the Contract Documents as specified herein.
 1. If submitting a substitution request prior to the bid date, all requests must be submitted by **8/1/2024**, including any documentation required by the architect to assess equivalency. The architect will respond within ten (10) business days, however if additional information is required from the contractor, the final determination may not be made until after the bid opening.
- J. After bids are opened, the apparent lowest responsive and responsible bidder shall provide, within ten (10) days of opening such bids, any and all Drawing, Specifications, samples, performance data, calculations, and other information, as required herein to assist the Architect and the District in determining whether the proposed substitution is acceptable. The burden of establishing these facts shall be upon the bidder.

- K. After the District's receipt of such evidence by the bidder, the District will make its final decision as to whether the bidder's request for substitution for any Specified Items will be granted. The decision as to whether a proposed request for substitution is equal to a Specified Item shall be at the sole discretion of the District.
 - 1. Any request for substitution that is granted by the District shall be documented and processed through a Change Order.
 - 2. The District may condition its approval of any substitution upon delivery to the District of an extended warranty or other assurances of adequate performance of the substitution.
 - 3. Any and all risks of delay due to approval by the DSA or any other governmental agency having jurisdiction shall be on the bidder.
 - 4. In the event that the bidder has agreed in the Request Form to provide the Specified Item and the District denies the bidder's requested substitution for a Specified Item, the bidder shall provide the Specified Item without any additional cost or charge to the District.
- L. If the Architect and District accept a proposed substitution, the Contractor agrees to pay for all engineering and design services, including, without limitation, compensation to the Architect and affected engineers for their required time to process such substitution through the Division of the State Architect, if required, and to make all changes and adjustments in materials or the work of all trades directly or indirectly affected by the substituted item or items at no cost to the District.
- M. Substitutions will not be considered for acceptance (or, at the District's sole discretion, District may make Contractor solely responsible for all resulting costs, expenses and other consequences of a substitution) when a substitution:
 - 1. Results in delay meeting established construction milestones and/or Phase completion dates.
 - 2. Is indicated or implied on submittals without formal Substitution Request from Contractor.
 - 3. Is requested directly by a Subcontractor or supplier.
 - 4. Acceptance will require substantial revision to the Contract Documents.
 - 5. Disrupts the Contractor's Work progress or ability to perform efficiently.
- N. Substitute products shall not be ordered without written acceptance of Architect and District.
- O. Architect and/or District shall determine acceptability of proposed substitutions and reserve right to reject proposals due to insufficient information.
- P. Accepted substitutions will be evidenced by a Change Order. All Contract Document requirements apply to all Work involving substitutions.
- Q. Coordinate all substitute products with Contractor's Construction and Submittal Schedules.

1.6 PRODUCTS WITH NO SUBSTITUTION ALLOWED

- A. No substitutions shall be allowed for District standard products. District standard products include:
 - 1. See College of the Redwoods Telecommunication Standards (dated July 2018)
 - 2. See specifications for "Campus Standard Products"

3. Toto toilet flush valves
4. Greenheck exhaust fans for ventilations
5. Door closing & opening hardware by LCN-Allegion
 - a. AD-400 Locks must be provided and installed by an Allegion authorized contractor (Advanced Security)
6. Exterior hose bib, similar to Zurn A1320-CXL

1.7 PRODUCT SUBSTITUTION REQUESTS: REQUIRED INFORMATION

- A. Requests for substitutions of products, materials, or processes in place of a specified item must in writing on the District's Substitution Request Form at the time of submitting bids to the District.
- B. Except as provided in the Contract Documents with respect to "or equal" items, District will consider a Contractor's substitution request only when the specified product or products become unavailable due to no fault of Contractor.
- C. Requests for review of proposed substitute items will not be accepted from anyone other than Contractor.
- D. A Request for Substitution shall state the extent, if any, to which the evaluation and acceptance of the proposed substitute will prejudice Contractor's achievement of Substantial Completion of the Work or any Phase of the Work on time pursuant to the completion dates specified in the Contract Documents, and whether or not acceptance of the substitute for use in the Work will require a change in any of the Contract Documents (or in the provisions of any other direct contract with the District for Work on the Project.)
- E. Substitution Product List: Submit a list, in tabular form, showing specified product(s) and requested substitute product(s). Include generic names of products required, and manufacturer's proprietary name for each product. Provide all product data for each requested substitute product, variations from specified product, and other pertinent data as specified herein.
- F. Submit separate submittals (four copies) for each product substitution requested, to include the following:
 1. A statement either explaining why the specified product cannot be provided or why the Contractor is proposing a substitution.
 2. Product identification, including specification section number, and title.
 3. Manufacturer's literature, including product data and specifications.
 4. Physical samples, as applicable
 5. Color chart, as applicable.
 6. Name and address of similar projects on which product has been used, and dates of installation.
 7. Name, address, and telephone number of supplier, installer, and manufacturer's representative.
 8. Construction methods: Include detailed description with drawings or other illustrations as required for clarity.

9. Provide product availability information with projected delivery date.
10. A completed Substitution Request Form (see Section 01 31 40 “Administrative Forms and Logs”) for each product substitution requested. Submittals with an incomplete Substitution Request Form will be returned to the Contractor without review.
11. A detailed comparison of the proposed substitution with specified product, listing all variations including all dimensional, weight, service requirements, and functional differences, if any. If variation(s) from the specified product is not identified in the submittal, it may be rejected.
12. Indicate available maintenance, repair, and replacement services for substitute products.
13. Contractor shall state whether the substitute will require a change in any of the Contract Documents (or provisions of any other direct contract with District for work on the Project) to adapt the design for the proposed substitute, and whether or not incorporation or use of the substitute in connection with Work is subject to payment of any license fee or royalty.
14. Contractor shall provide an accurate cost comparison of the proposed substitution with the specified product and identify the net change in Contract Price related to use of the proposed substitution.
 - a. The cost comparison shall include, but not be limited to, an itemized estimate of all costs or credits that will result directly or indirectly from acceptance of such substitute, and include costs for redesign and/or claims of other contractors affected by the resulting change.
 - b. Architect or District may require Contractor to furnish additional cost data concerning the proposed substitute.
15. Coordination information, including a list of changes or modifications needed to other parts of the Work and to construction performed by District and separate contractors that will be necessary to accommodate proposed substitution.
16. Material test reports from a qualified testing agency indicating and interpreting test results for compliance with requirements indicated.
17. Research/evaluation reports evidencing compliance with building code in effect for Project, from a model code organization acceptable to authorities have jurisdiction.
18. Submit complete information identifying any changes to the Contractor’s Baseline CPM Schedule required as a result of the proposed substitution.
 - a. If specified product or method of construction cannot be provided within Contract Time, include letter from manufacturer, on manufacturer’s letterhead, stating lack of availability or other reason for delays in delivery.
 - l) Contractor’s certification that proposed substitution complies with requirements in the Contract Documents.
19. Contractor’s waiver of rights to additional payment or time that may subsequently become necessary because of failure of proposed substitution to produce indicated results.

1.8 CONTRACTOR'S REPRESENTATION AND WARRANTY

- A. Contractor's Substitution Request constitutes a representation and warranty that Contractor complies with all of the following requirements:
 - 1. Contractor has investigated proposed product and determined that it meets or exceeds, in all respects, the requirements for the specified product.
 - 2. Contractor shall provide the same warranty for substitution as for specified product.
 - 3. Contractor shall coordinate installation and make all other changes that may be required for Work to be integrated and complete in all respects.
 - 4. Contractor waives claims for any additional costs which may subsequently become apparent.
 - 5. Contractor shall compensate District for any Construction Document revisions and/or agency approval costs associated with any product substitution. Any such compensation shall be deducted from the Contract Price by the District via Change Order.
 - 6. Contractor shall be responsible for maintaining the Baseline CPM Schedule and for recovering any time lost due to a product substitution.
 - 7. Contractor shall be responsible for any Baseline CPM Schedule delay caused by late ordering of available specified products caused by Substitution Requests that are subsequently rejected by the District.
 - 8. Contractor shall compensate District for all costs, including extra costs for performing Work under Contract Documents, extra cost to other contractors, and any claims brought against District, caused by late Product Substitution Requests.

1.9 ARCHITECT'S ACTION

- A. Architect shall respond in writing to Contractor within (10) working days of receipt of a Substitution Request. Architect's response shall include a list of unacceptable product selections and a brief explanation of reasons for this action. Architect's response, or lack of response, does not constitute a waiver of requirement to comply with the Contract Documents.
- B. Architect shall notify Contractor in writing of decision to accept or reject Contractor's requested substitution.
- C. If necessary, Architect may request additional information or documentation for evaluation Substitution Request. Architect shall notify Contractor of acceptance or rejection of proposed substitution within (5) working days of receipt additional information of documentation.

1.10 ADMINISTRATIVE REQUIREMENTS

- A. Specified products, materials, or systems for Project may include engineering or on-file standards required by the regulatory agency. Contractor's substitution of products, materials or systems may require additional engineering, testing, reviews, approvals, assurances, or other information for compliance with regulatory agency requirements, or both. Contractor shall provide all agency approvals or other additional information required and pay additional costs for required District services made necessary by the substitution at no increase in Contract Price or Contract Time, and as a part of substitution proposal.

PART 2 – PRODUCTS

Not Used

PART 3 – EXECUTION

Not Used

END OF SECTION 01 62 00



SUBSTITUTION REQUEST FORM

Contractor Name: _____
Contract #: _____

RFS # _____ Date: _____

DSA Application #: _____

Campus: _____

Project No., Name: _____

Contractor pursuant to General Conditions submits the proposed items. If the District accepts such items so described, the undersigned may furnish such item with all necessary labor, materials, equipment and incidentals to perform and complete the Work.

Item No.	SPECIFIED ITEM OR DRAWING	SPECIFICATION SECTION	PROPOSED SUBSTITUTION (and name of Subcontractor if different)

CERTIFICATION

Under penalty of perjury under the Laws of California, I certify that the proposed substitution will be readily available, perform adequately the functions and achieve the results called for by the design concept, be similar in substance to that specified, and be suited to the same use as that specified in Contract Documents.

Contractor: _____

(Please print name of company) Name and Title (print/type) Contractor Authorized Representative Date

A. Does the substitution affect dimensions shown on Drawings?
B. Will the undersigned pay for changes to the building design, including engineering and detailing costs caused by the requested substitution?
C. What effect does the substitution have on other trades?
D. Will substitution cause change to Project Schedule, or to critical delivery dates? Add ? Shorten ?
E. Differences between proposed substitution and specified item?
F. What is the Cost Differential including all mark-ups?
G. Are Manufacturer's guarantees for the proposed item the same as for item specified? Explain differences.
H. The undersigned accepts full responsibility for delays caused by redesign of other items of the Work necessitated by substitution.
I. The undersigned states that the function, appearance and quality are equivalent or superior to the specified item.

A/E Response: <input type="radio"/> Accepted <input type="radio"/> Not Accepted <input type="radio"/> Accepted As Noted <input type="radio"/> Received Too Late BY: _____ Date: _____	District Representative Response: <input type="radio"/> Accepted <input type="radio"/> Not Accepted <input type="radio"/> Accepted As Noted <input type="radio"/> Received Too Late By: _____ Date: _____
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PRE-BID MEETING MINUTES (MANDATORY)

Project Name: PE Replacement Project
Campus: College of the Redwoods – Eureka Campus
Date: July 9, 2024
Time: 1:00 PM
Location: College of the Redwoods – Eureka Campus Theater Building

1. Introductions – Project Team Members:

Julia Morrison	CR - Vice President, Administrative Services
Ericka Barber	CR – Director, Administrative Services
Leslie Marshall	CR – Director, Facilities and Planning
Phil Newsom	tBP – Architect, Managing Principle
Felix Canari	tBP – Architect, Construction Administration
Jeff Rosier	tBP – Architect, Project Leader
Daniel Manguy	tBP – Architect, CA
Brandon Davis	WH – President, PIC
Rob Mohr	WH – Sr. Construction Manager
Kelli Glenn	WH – Sr. Project Coordinator
Gary Manhart	Crawford & Associates – Geotechnical Engineer
John Pospishil	IOR
Dave Gonzales	SHN – Testing Lab
Steff Steiner	Terracon – Abatement Monitoring

1. Project Scope and Description - Daniel Manguy:

1. CONSTRUCTION OF A NEW PHYSICAL EDUCATION BUILDING WITH SPECTATOR GYMNASIUM
2. CONSTRUCTION OF A NEW FIELD HOUSE BUILDING WITH INTERIOR PRACTICE FIELD
3. SITE WORK INCLUDING RETAINING WALLS, FIRE LANES, PARKING SPACES, FIRE HYDRANTS, UTILITIES, PATHS OF TRAVEL, SITE LIGHTING, FLATWORK, LANDSCAPING, AND OTHER SITE DEVELOPMENT
4. ABATEMENT OF HAZARDOUS MATERIALS AND DEMOLITION OF THE EXISTING PHYSICAL EDUCATION / FIELD HOUSE BUILDINGS AND SURROUNDING SITE AREAS
5. SITE RESTORATION AT DEMOLISHED BUILDINGS
6. NEW GENERATOR AND TRANSFORMERS
7. OTHER WORK AS INDICATED IN THE CONTRACT DOCUMENTS

2. Geotechnical - Gary Manhart

- Site Conditions – **Wet soil can present compaction challenges – see contract docs for lime treatment requirements**
- Retaining Wall

3. Campus Safety – Leslie Marshall

- Active Campus with students present, minors on campus as well (CDC, AR). Campus is alcohol, drug, and tobacco free. Any unmarked/personal vehicles will need temporary parking passes, which can be obtained at the Maintenance Office during business hours. Please coordinate with Leslie Marshall at 707-476-4382 with any questions and site coordination. After-hours needs/safety concerns can be routed to Campus Safety at 707-834-5949.

General Construction Bid Information - Rob Mohr

4. Communication During Bidding and Contract Award Phase

- All questions, clarifications, and requests for information (RFI) shall be directed to Leslie Marshall, Julia Morrison, and Ericka Barber in writing via email messages at: leslie-marshall@redwoods.edu, julia-morrison@redwoods.edu, and ericka-barber@redwoods.edu with a cc to robm@csipm.com. *Include the question in the body of the email.* Additional information can be added as an attachment.
- All responses to RFIs shall be included in the Addendum to be issued by the District

Schedule

- Last Day for RFI: 7/24/24
- Last Addendum Issued: 8/01/24 **[Note, these dates are subject to change in Addenda]**
- Bids due: Prior to 2PM Thursday, August 8, 2024
- Board approval on 8/17/24. Contract award estimated 8/23/24 following DOF Approval to Award
- Anticipated NTP start date – 9/16/24

5. Addenda

- Addendum #1 – DSA approved - updated schedule dates & durations and added hazmat specifications
- Addendum #2 – **DSA approved** - Change Bid Date to August 8th (**and RFI and Addendum dates adjusted**)
- **Addendum #3 – pending – changes, including deletion of some site work scope that has been incorporated into the current Stadium Project**

6. Sole Source Items – See 01 62 00 Product Options

- Door hardware (LCN – Allegion), AD400 locks provided and installed by an Allegion authorized contractor – Advanced Security, Greenheck exhaust fans, Toilet Valves (Toto), Hose Bibs (Zurn), Telecomm, & Fire Alarm (Notifier – See 29 31 11 1.3 Owner Standards and Requirements)

7. Substitutions

- Submit request form within 3 work days after bid opening (form will be included in addendum).
- Any substitution that requires SSS, FLS and /or ACS will need to be submitted and Approved by DSA
 - i. Be extra careful with products like metal panels that require specific ICC and /or ESR reports.
 - ii. Contractor will need to manage any risk to the schedule presented by a substitution request

8. Project Schedule

- Contract duration is 1,114 Calendar Days from the Notice to Proceed – see 01 14 00 Work Restrictions; note new Fire Lanes must be useable prior to erection of structures
- Milestones based on estimated 9/16/24 NTP:
 - i. Substantial Completion of the Gym and Fieldhouse – 04/09/2027
 - ii. Final Completion of building – 06/10/2027
 - iii. Move in period: 05/17/2027 – 06/04/2027
 - iv. Abatement and Demo of existing PE buildings to start after move-in period and complete – 10/04/2027, Final Completion

9. Contractor Job Site Coordination:

A. Temporary Work Activity Plan (Section 01 14 00 Work Restrictions)

- Locate temporary facilities, modified paths of travel, fencing, signage, and site stabilization. Maintain ADA access.

B. Access, Parking & Staging

- See Sheet C004 and Section 01 14 00 Exhibit A
- Stadium Project going concurrently through 2024

C. Site Security and Safety – Section 01 35 20

- Refer to section for general requirements

D. Storage

- Contractor responsible for security of their stored materials, equipment, tools, etc.

E. Work hours (see Section 01 14 00 Work Restrictions)

- No work on site earlier than 14 calendar days after the NTP, unless approved by the District and all required items for mobilization are approved, i.e., work plan, SOV, initial Schedule, and any relevant submittals
- Interruptions to utility service conducted off hours, unless otherwise approved by the District
- Work may be performed during the daytime work shift hours of 7AM – 5PM Monday through Friday that do not disrupt or impact occupied areas.
- Include 10 days of Saturday work for near critical path activities – including all contractor & subcontractor personnel and field office overhead

F. Temporary Utilities/Services

- Refer to Temporary Facilities and Controls Section 01 50 00
- Campus power connection – **power available at Administration of Justice panel and the concession stand at track**
- Contractor shall provide and maintain temporary sanitary facilities for use of all workers. Location to be approved by the District

G. Inspections & Testing

- DSA Inspector will perform inspections of the work and coordinate special inspections and testing as required by the DSA 103 form.
- Deferred Approval items
 - Open Web Steel Joists & Joist Girders
 - Telescopic Seating (Gymnasium Bleachers)

- Refer to Section 00 70 00 General Conditions of the Contract Article 13.5.2 regarding added cost for required special testing at a location beyond 50 miles from the project site

H. Quality Control

- Refer to Section 01 45 00 for Quality Control Plan requirements

I. Site Cleanup

- Contractor is responsible for keeping the site clean and safe during and after hours.

10. Contractor Staffing – see Summary of Work Section 01 11 00 1.6

- Refer to requirements for full time on-site Superintendent and project engineer
- Project Manager experience and site requirements
- BIM Coordinator – Critical role, see Section 00 54 36 for BIM Construction Model Prime & Subcontractor requirements. Weekly updates to the model for final as-built.

11. Scheduling Requirements (01 32 13)

- Primavera P6 usage and licenses (provide 1 license for the College)
- Scheduler qualifications (within five days after opening bid)
- Cost and Resource loading with detailed activities and separate tracking of overhead and profit
- Include of 10 Saturdays for critical/near critical activities (prime and subcontractors)
- Include 40 work days adverse weather allowance (Section 01 11 00 Summary of Work & 01 32 50 Delay and Extensions to the Work)
- Submit Initial CPM schedule with detailed plan for first 60 days of the contract

12. Construction Management Software

- Procore – see section 01 31 80 Document Management System

13. PLANS & SPECIFICATIONS:

- Available at www.redwoods.edu/businessoffice/Purchasing See Invitation to Bid for additional information.

14. Available Information (Section 00 30 00)

A. Existing PE Building Drawings

B. Creative Arts Project As-Built Drawings

C. Underground Utility Project Drawings

1. E.1 College of the Redwoods Building Infrastructure and Site Utilities

2. E.2 College of the Redwoods Building Infrastructure and Site Utilities - Addendum 1

D. Geotechnical Reports

1. Geotechnical and Geologic Hazard Evaluation Report – New Gymnasium, College of the Redwoods, May 1, 2020, LACO

2. Geotechnical and Geologic Hazard Evaluation Report – New Fieldhouse Building, College of the Redwoods, December 30, 2020, LACO

3. Addendum Number 2 to Geotechnical and Geologic Hazards Evaluation Report – New Gymnasium and Fieldhouse Building, November 16, 2021, LACO

4. Addendum to Note 48 compliant Geotechnical and Geologic Hazard Evaluation Report, New fieldhouse Building Retaining Walls, December 1, 2022, LACO

E. Hazardous Materials Reports

1. 04/08/2022 GHD Asbestos Assessment Report - Fieldhouse and Physical Education Buildings

Refer to report for identification of asbestos containing materials and estimated quantities.

ACMs include:

PE Bldg - 9x9 floor tiles, identified mastic on floors, walls and roof parapets, joint compound, gym ceiling, piping insulation, fire rated doors, paint & tar paper on noted parapets. Additional underground items – 435' of Orangeburg asbestos containing drainpipe around and under pool and ACM SD pipe (see P-1 for extent – approximately 1,250ft).

FH & PE Bldg – Transite water pipe (FH Drwgs A-1 and PE P-1)

FH – Exterior paint on CMU walls and concrete columns, noted mastic on wall and roof penetrations.

2. 08/01/2023 FACS Lead Survey Report – Fieldhouse and Physical Education Buildings

Lead Based Paint – PE Bldg – yellow wall tile in restrooms, orange wall paint in locker rooms

FH – brown paint on interior roof bracing

Lead Containing Paint – see report list

F. College of the Redwoods Telecommunication Standards (dated July 2018)

15. BID PACKAGE:

- Bid Form Section 00 41 00
- Bidder's Qualifications Section 00 45 13 – Section 9 Prequalification Validation Form - include a current signed copy (not one that was filled out for the prequal package).
- Site Visit Certification Required – Section 00 45 00 (provided at meeting)
- Bid Security 10% of Bid (Bid Bond / Cashier's Check)
- Acknowledgement of Addenda in Bid Proposal Form
- Non-Collusion Affidavit
- Authorized signature of Bid – Bid amount will remain valid for 90 days following acceptance.
- See Contract Documents for additional requirements and/or contact Ericka Barber: Ericka-Barber@Redwoods.edu.

16. BID OPENING

- **Bids must be received at the Redwoods Community College District – Board Room, 7351 Tompkins Hill Rd., Eureka, CA 95501 by 08/08/2024, prior to 2:00 PM.**
 - The Board Room is located on the 2nd floor of the Administration Building (Building 18). The 2nd floor can be accessed by stairway or elevator.
 - ~~Anyone entering the Administration Building will need to complete the Health Screening at the front door before further entry into the building.~~
- All bids will be time stamped at the reception counter in the building lobby.
- Any bid received after the bid opening time will be rejected.
- An announcement will be made at the two-minute mark prior to the bid opening deadline.

17. BONDS:

- Payment Bond is 100% of Contract amount
- Performance Bond is 100% of Contract Amount
- See Contract Documents for additional requirements

18. Field Walk (Following the meeting) Budget limitations were noted in regard to State Funding for the project.

Questions:

- **There have been some inconsistencies in campus as-built drawings, who is responsible for potholing to locate utilities not found where shown?** The most current campus utility drawings have been provided; discrepancies will be handled on a case-by-case basis.
- **What is the plan for the tie backs at the retaining wall if grout continues to flow into the leach field without reaching the required pressure? There is also concern for the potential for damage to the leach field with grout intrusion.** Contractor to detail their concern in an RFI; GHD will be notified of the question.