

ADDENDUM "5"

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 "5", dated August 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, Addendum "2", dated July 1, 2024, Addendum "3", dated July 23, 2024, and Addendum "4" dated August 20, 2024.

This Addendum consists of 1 page 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 52 00 | Agreement Forms (Construction Agreement Form) |
| 3. | 01 11 00 | Summary of Work |
| 4. | 01 14 00 | Work Restrictions |

Attachments:

Specifications:

| | <u>Section</u> | <u>Title</u> |
|----|----------------|---|
| 1. | 00 11 16 | Invitation to Bid |
| 2. | 00 52 00 | Agreement Forms (Construction Agreement Form) |
| 3. | 01 11 00 | Summary of Work |
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**END OF
ADDENDUM 5**

**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:08/29/24 5:00 PM

Last Day to Issue Addendum:09/05/24

Bids Due No Later Than, Date / Time:09/12/24 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.

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 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: **929 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: **35 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: **1083 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 11 00
SUMMARY OF WORK

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 00 54 36 – “Building Information Modeling (BIM)”
- B. Section 01 14 00- “Work Restrictions”
- C. Section 01 29 00 – “Payment Procedures”
- D. Section 01 31 19 – “Project Meetings”
- E. Section 01 31 80 – “Document Management System”
- F. Section 01 32 13 – “Scheduling of Work”
- G. Section 01 32 33 – “Photographic Documentation”
- H. Section 01 33 00 – “Submittal Procedures”
- I. Section 01 35 20 – “Site Security & Safety”
- J. Section 01 45 00 – “Quality Control”
- K. Section 01 43 39 – “Mockups”
- L. Section 01 62 00 – “Product Options”
- M. Section 01 77 00 – “Closeout Procedures”
- N. Section 01 78 36 – “Warranties”
- O. Section 01 78 39 – “Project Record Documents”
- P. Section 01 79 00 – “Demonstration and Training”
- Q. Divisions 2 through 41 Sections for Summary of Work requirements for the work in those Sections.

1.3 WORK DESCRIPTIONS WITHOUT FORCE

- A. All general descriptions and/or general summaries of the work noted in this section, or elsewhere within the Contract Documents, are without force and effect on the Contract Work described and indicated in detail the Construction Documents. These general descriptions and summaries are for general reference and descriptive purposes only and in no way offer the complete and concise description of all the Work required by the Contract Documents.

1.4 WORK COVERED BY CONTRACT DOCUMENTS

- A. The intent of the Contract Documents includes 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

B. CONTRACTS

1. Perform the work under a single, fixed-price Contract.

1.5 PROJECT INFORMATION

A. Project Identification: Creative Arts Building

1. Project Location: 7351 Tompkins Hill Rd., Eureka, CA 95501
2. Architect's Project Number: 22035.00

B. Owner (District): Redwoods Community College District

C. Architect: tBP/ Architecture

1. Location: 1777 Oakland Blvd, Ste 320, Walnut Creek, CA 94596

D. Web-Based Project Software: Project software provided and administered by the contractor will be used for the purposes of managing communication and documents during the construction stage. Refer to Section 01 31 80 Document Management System

1.6 CONTRACTOR PERSONNEL & PERSONNEL QUALIFICATIONS

A. Qualifications: In addition to the requirements of Article 3.2 of the Conditions of the Contract (Section 00 70 00), the Contractor shall employ full time (8 hours per work day) at the Site (with the exception of the Project Manager), unless otherwise approved by the District, the following individuals with the following minimum experience levels:

1. Project Manager: This individual must have a minimum of 10 years of construction experience on similar public building projects, including the completion of two public projects involving similar building construction exceeding \$20 million in value over the last ten years. One of these projects shall have been under the jurisdiction of DSA. This individual shall visit the Site a minimum of once a week to meet with the District's Construction Manager.
2. On-Site General Superintendent (Full Time at the Site): This individual must have a minimum of 15 years of experience on similar public building projects, including the completion of two public projects involving similar building construction exceeding \$20 million in value over the last ten years. One of these projects shall have been under the jurisdiction of DSA.

3. On-Site Project Engineer (Full Time at the Site): This individual must have a minimum of 3 years of construction experience on similar public building projects with completion of one public project involving similar building construction in excess of \$20 million in value over the last three years.

~~4. BIM Coordinator – see requirements of Section 00 54 36 Article 10. Construction Roles and Responsibilities.~~

1.7 WORK BY DISTRICT

- A. General: Cooperate fully with District so work may be carried out smoothly, without interfering with or delaying work under this Contract or work by District. Coordinate the Work of this Contract with work performed by District.
- B. District reserves the right to perform construction operations with its own forces or to employ separate contractors on portions of the Project. Coordinate with this work in terms of providing site access, workspace, and storage space, cooperation of work forces, scheduling, and technical requirements.
- C. Coordination with District’s Forces or District’s Contractors:
 1. Provide site access, space allocation, scheduling, scheduling coordination, coordination of work forces and coordination of technical requirements with contractors that may be selected and employed by District to perform work simultaneously and in conjunction with the Work, which may include, but shall not be limited to the following, as applicable to the Project:
 - a. Materials Inspection and Testing Agency
 - b. Surveying
 - c. Geotechnical Engineering and Consulting
 - d. Furniture contractors
 - e. Other District consultants and contractors not listed here but that may be required for successful completion of the Project.

1.8 WORK UNDER SEPARATE CONTRACTS

- A. General: Cooperate fully with separate contractors so work on those contracts may be carried out smoothly, without interfering with or delaying Work under this Contract or other contracts. Coordinate the Work of this Contract with work performed under separate contracts.
- B. Preceding Work: District has awarded, or will award before commencement of this Contract, separate contract(s) for the following construction operations at Project site. Those operations are scheduled to be substantially complete before Work under this Contract begins.
 1. Stadium Project at the existing track and field – see attached Exhibit A
- C. Subsequent Work: District will award separate contract(s) for the following additional work to be performed at site concurrently with the work of this Contract or following Substantial Completion of the work of this Contract. Completion of that work will depend on successful completion of preparatory Work under this Contract.

1. The subsequent phase of construction to begin once this contract is completed, or concurrently, pertains to new Student Housing – see attached Exhibit A.

1.9 WORK SEQUENCE

- A. Construct work as shown in the Contract Documents. Coordinate Baseline CPM Schedule activities and construction operations with District and the Architect. Provide a 40 Work Day activity for anticipated rain delays as a “bank”. Insert this rain bank as the last activity prior to Substantial Completion of the Gym and Field House.
- B. Scheduling of Contractor's use of the areas and times involved shall be determined in cooperation with the District. Notify the District a minimum of 10-days prior to commencement of work.
- C. Construction activities shall be performed between the hours of 7AM and 5PM, Monday through Friday, unless otherwise required. No Work shall be performed outside the above hours without prior written authorization from the Construction Manager/Project Manager. No work on Sundays or Holidays will be permitted.

1.10 ACCESS TO SITE

- A. General: Project is located on College of the Redwoods campus property. Contractor shall have limited use of campus for delivery and Project site access purposes only during construction period. Contractor shall have full use of Project site for construction operations during this time. Contractor's use of Project site is limited only by District's right to perform work or to retain other contractors on portions of Project.
- B. Condition of Existing Grounds: Maintain portions of existing grounds, landscaping, and hardscaping affected by construction operations throughout construction period. Repair damage caused by construction operations.

1.11 USE OF PREMISES

- A. Contractor shall only use the premises for work, storage, staging areas, and vehicular parking as designated in the Contract Documents.
- B. Use of Site: Limit use of Project site to areas within the Contract limits indicated. Do not disturb portions of Project site beyond areas in which the Work is indicated.
 1. Limits: Confine construction operations to areas permitted by law, ordinances, permits, and Contract Documents.
 2. Driveways, Walkways and Entrances: Keep driveways, loading areas, and entrances serving premises clear and available to District, District's employees, Residents, and emergency vehicles at all times. Do not use these areas for parking or for storage of materials.
 - a. Schedule deliveries to minimize use of driveways and entrances by construction operations, and to minimize space and time requirements for storage of materials and equipment on-site.

1.12 EXISTING AREA CONDITION SURVEY

- A. Prior to commencement of work, jointly survey the existing area to be remodeled with the District and Architect, noting and recording existing damage such as cracks, sags, and other damage (on Site Plan/Floor Plans).
- B. This record shall serve as a basis for determination of subsequent damage to these items due to settlement, movement, demolition, or Contractor's operations.
- C. Existing damage observed shall be marked and the official record of existing damage shall be signed by the parties making the survey.
- D. Cracks, sags, and damage to the area and other items not noted in the original survey but subsequently observed shall be reported immediately to the Architect.
- E. Contractor shall comply with Section 01 32 33 for photographic and video recording of existing conditions.

1.13 PROTECTION OF EXISTING STRUCTURES AND UTILITIES

- A. The Drawings may not show all existing water, gas, electrical, and hot water lines, and other items known or suspected to exist around the work.
- B. Contractor shall locate these installations before proceeding with demolition or other operations which may cause damage, maintain them in service where appropriate, and repair damage caused by the performance of the Work, at no increase in the Contract Sum.
- C. In addition to notification, if a structure or utility is damaged, take appropriate action as specified in the General Conditions.

1.14 USE AND OCCUPANCY OF WORK PRIOR TO ACCEPTANCE BY DISTRICT

- A. The District may use and occupy the building before formal acceptance under the following conditions:
 - 1. A Certificate of Substantial Completion shall be prepared and executed as provided in the Contract Documents. See Section 01 77 00 Contract Closeout Procedures. The Certificate of Substantial Completion shall be accompanied by a written endorsement of the Contractor's insurance carrier and surety permitting occupancy by the District during the remaining period of the work.
 - 2. Occupancy by the District shall not be construed as being an acceptance of that part of the Work occupied.
 - 3. The Contractor will not be held responsible for damage to the occupied part of the Work resulting from the District's occupancy.
 - 4. Occupancy by the District shall not be deemed to constitute a waiver of existing claims the District or Contractor may have against each other.
 - 5. Comply with Specification Section 01 78 36, Warranties, and 01 77 00 Contract Closeout Procedures for the Work or any Phase of Work.
 - 6. The District will pay for utility costs associated with occupancy during construction.

1.15 PROTECTION OF EXISTING IMPROVEMENTS

- A. Provide barricades, coverings, or other types of protection necessary to prevent damage to existing improvements indicated to remain in place.

- B. Protect improvements on adjoining properties as well as those on the District's property.
- C. Protect existing trees and other vegetation indicated to remain in place, against unnecessary cutting, breaking or skinning of roots, skinning and bruising of bark, smothering of trees by stockpiling construction materials or excavated materials within drip line, excess foot or vehicular traffic, or parking of vehicles within drip line.
- D. Restore any improvements damaged by this work to their original condition as acceptable to the District or other parties or authorities having jurisdiction.

1.16 HAZARDOUS MATERIALS – NOT USED

1.17 SPECIFICATION AND DRAWING CONVENTIONS

- A. Specification Content: The Specifications use certain conventions for the style of language and the intended meaning of certain terms, words, and phrases when used in particular situations. These conventions are as follows:
 - 1. Imperative mood and streamlined language are generally used in the Specifications. The words "shall," "shall be," or "shall comply with," depending on the context, are implied where a colon (:) is used within a sentence or phrase.
 - 2. Specification requirements are to be performed by Contractor unless specifically stated otherwise.
- B. Division 01 General Requirements: Requirements of Sections in Division 01 apply to the Work of all Sections in the Specifications.
- C. Drawing Coordination: Requirements for materials and products identified on Drawings are described in detail in the Specifications. One or more of the following are used on Drawings to identify materials and products:
 - 1. Terminology: Materials and products are identified by the typical generic terms used in the individual Specifications Sections.
 - 2. Abbreviations: Materials and products are identified by abbreviations published as part of the U.S. National CAD Standard and scheduled on Drawings.

1.18 MISCELLANEOUS PROVISIONS

- A. Items shown or scheduled to be salvaged will remain the property of the District.
- B. Rain Delays: Since the contract work will start on site during the rainy season, the Contract duration noted in Section 00 52 00 Construction Agreement Form is based on the Contractor encountering 40 work days of rain or delays due to rain (e.g., muddy conditions). The Contractor shall include 40 work days in their Baseline CPM Schedule just prior to the Substantial Completion milestone. In the event the Project is delayed at the site by rain or rain impacts beyond the 40 work days to SC, the Contractor will be entitled to a non-compensable time extension.

PART 2 – PRODUCTS - Not Used.

PART 3 – EXECUTION - Not Used.

END OF SECTION 01 11 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 **1083** calendar days between the Notice to Proceed and Final Completion, as articulated in Section 00 52 00, Construction Agreement Form, Work by the Contactor 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 – 929** 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 **35** 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