ADDENDUM "1"

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

MODIFICATIONS TO PROJECT MANUAL / SPECIFICATIONS:

Replaced Specifications:

	Section	Title	
1.	00 01 00	Table of Contents	TOC for Addendum
2.	00 01 06	Campus Map	Formatting change only
3.	00 11 16	Notice Inviting Bids	Updated bid date
		Exhibit A	RFQ Schedule
4.	00 21 13	Instructions to Bidders	Updated bid date
5.	00 30 00	Available Information	Formatting change only
6.	00 41 00	Bid Proposal	Formatting change only
7.	00 41 00	Required Attachments list	
		Deleted reference to 00 45 13 Added 00 45 00 Certification of Site Visit Added Prequal SECTION 10 – Prequalification Validation Form	
	a.	Iran Contracting Act Certification	Formatting change only
	b.	CARB Certification	Formatting change only
8.	00 43 13	Bid Bond	Formatting change only
9.	00 43 36	Subcontractor List Form	Formatting change only
10.	00 45 13	Bidders' Qualifications	Section Deleted
11.	00 52 00	Contract	Formatting change only
12.	00 55 00	Notice to Proceed	Formatting change only
13.	00 61 13	Performance Bond	Formatting change only
14.	00 61 13	Payment Bond	Formatting change only
15.	00 70 00	General Conditions	Formatting change only
16.	00 93 57	PCO Form	Formatting change only

Pre-Bid meeting minutes:

1. Pre-Bid meeting minutes – Pages 1 -5
2. Site Access Plan
3. Demo Staging Plan
4. Construction Staging Plan

Additional Forms:

1. Substitution Request Form

Bid Protest email and Modern notice:

1. Wahlund email regarding Modern Building
2. Modern Building email – NOT bidding

END OF ADDENDUM

CONTRACT DOCUMENTS

FOR

Student Housing Project

AT

College of the Redwoods
7351 Tompkins Hill Rd., Eureka, California 95501

REDWOODS COMMUNITY COLLEGE DISTRICT

Consists of:

VOLUME 1

DSA File #12-C1
DSA Appl. #01-122342
DSA Appl. #01-122731

Architect:

ktgy
433 S. Spring St., Suite 750
Los Angeles, CA 90013
(310) 394-2625

September 24, 2026

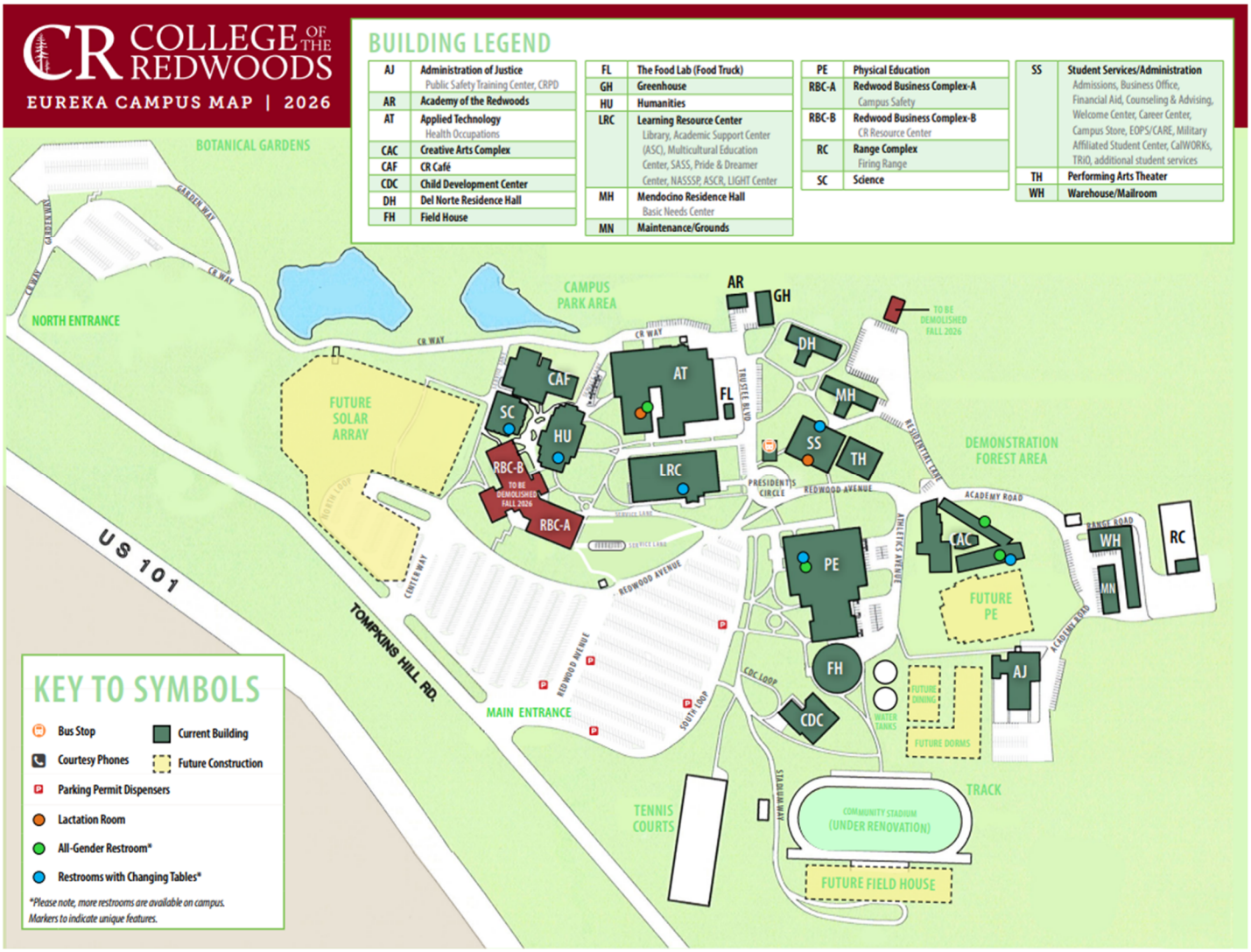
CONSTRUCTION BID DOCUMENTS

TABLE OF CONTENTS

1. Section 00 01 06 Campus Map
2. Section 00 11 16 Notice Inviting Bids
3. Section 00 21 13 Instructions to Bidders
4. Section 00 30 00 Available Information
5. Section 00 41 00 Bid Proposal Form
    a. Iran Contracting Act Certification
    b. CARB Certification
6. Section 00 43 13 Bid Bond
7. Section 00 43 36 Subcontractor List Form
8. Section 00 45 00 Certification of Site Visit (added)
9. Section 00 45 19 Non-collusion Declaration
10. Section 00 45 26 Workers' Compensation Certificate
11. Section 00 51 00 Notice of Award
12. Section 00 52 00 Contract
13. Section 00 55 00 Notice to Proceed
14. Section 00 61 13 Performance Bond and Payment Bond
15. Section 00 70 00 General Conditions
16. Section 00 93 57 Proposed Change Order Form

SECTION 00 01 06

COLLEGE OF THE REDWOODS CAMPUS MAP



SECTION 00 11 16
NOTICE INVITING BIDS – PRE-QUALIFIED GENERAL CONTRACTORS ONLY

1. Notice is hereby given that the Governing Board of the Redwoods Community College District ("District"), of the County of Humboldt, State of California, will receive sealed bids for the College of the Redwoods Student Housing Project ("Project") prior to 2 p.m., on Wednesday, December 2nd, 2026, and will thereafter publicly open and read aloud the bids. All bids shall be received at the office of the Redwoods Community College District Student Services/Administration building, Board Room 202A located at 7351 Tompkins Hill Road, Eureka, California, 95501, Attention: Leslie Marshall – Director of Facilities and Planning.

2. Each bid shall be completed on the Bid Proposal Form included in the Contract Documents, and must conform to and be fully responsive to this invitation, the plans and specifications, and all other Contract Documents. Copies of the Contract Documents are available for download upon request via file share link. Send requests to file share link. Send requests to Leslie-Marshall@redwoods.edu and cc mailto:TGutierrez@servitas.com .

3. Each bid shall be accompanied by cash, a cashier's or certified check, or a bidder's bond executed by a surety licensed to do business in the State of California as a surety, made payable to the District, in an amount not less than ten percent (10%) of the maximum amount of the bid. The check or bid bond shall be given as a guarantee that the bidder to whom the contract is awarded will execute the Contract Documents and will provide the required payment and performance bonds and insurance certificates within ten (10) days after the notification of the award of the contract.

4. The successful bidder shall comply with the provisions of the Labor Code pertaining to payment of the generally prevailing rate of wages and apprenticeships or other training programs. The Department of Industrial Relations has made available the general prevailing rate of per diem wages in the locality in which the work is to be performed for each craft, classification or type of worker needed to execute the contract, including employer payments for health and welfare, pension, vacation, apprenticeship and similar purposes. Copies of these prevailing rates are available to any interested party upon request and are online at www.dir.ca.gov. The Contractor and all Subcontractors shall pay not less than the specified rates to all workers employed by them in the execution of the Contract. It is the Contractor's responsibility to determine any rate change.

5. The schedule of per diem wages is based upon a working day of eight hours. The rate for holiday and overtime work shall be at least time and one-half.

6. The substitution of appropriate securities in lieu of retention amounts from progress payments in accordance with Public Contract Code §22300 is permitted.

7. Pursuant to Public Contract Code §4104, each bid shall include the name and location of the place of business of each subcontractor who shall perform work or service or fabricate or install work for the contactor in excess of one-half of one percent (1/2 of 1%) of the bid price. The bid shall describe the type of the work to be performed by each listed subcontractor.

8. No bid may be withdrawn for a period of sixty (60) days after the date set for the opening for bids except as provided by Public Contract Code §§5100 *et seq*. The District reserves the right to reject any and all bids and to waive any informalities or irregularities in the bidding.

9. Only bids from General Contractors pre-approved by the District for the Student Housing Project will be considered.

10. This project is subject to prevailing wage requirements and bidder and its subcontractors are required to pay all workers employed for the performance of this project no less than the applicable prevailing wage rate for each such worker. If this project is for a public works project over $25,000 or for a maintenance project over $15,000, bidder acknowledges that the project is subject to compliance monitoring and enforcement by the California Department of Industrial Relations in accordance with California Labor Code sections 1725.5 and 1770 *et seq*.

11. Each bidder shall possess at the time the bid is awarded the following classification(s) of California State Contractor's license: Class B – General Building Contractor License.

13. Mandatory Bidders' Conference. A mandatory bidders' conference will be held at the College of the Redwoods Performing Arts Theater building (See College of the Redwoods Campus Map), located at 7351 Tompkins Hill Road, Eureka, California, on October 20, 2026, at 10:00 a.m., to acquaint all prospective bidders with the Contract Documents and the Project site. Failure to attend the conference will result in the disqualification of non-attending bidders.

REDWOODS COMMUNITY COLLEGE DISTRICT

By: _____

DATED: _____, 2026

Publication Dates: 1) _____ 2) _____

END SECTION 00 11 16

Exhibit A

RFQ Schedule

Request For Qualifications Issued	July 20, 2026
Prequalification Questions Due	Prior to 2:00 PM, July 31, 2026
Prequalification Application Due	Prior to 2:00 PM, August 14, 2026
Board Approved Prequalified Bidders	September 1, 2026
Request For Proposals Issued*	September 25, 2026
Bidder Mandatory Job Walk	October 20, 2026
Addendum 1 Issued Schedule update & Div 0 Reissue	October 30, 2026
Addendum 2 Issued DSA Comments for Housing portion	November 9, 2026
Final questions/RFIs due	November 16, 2026
Addendum 3 Issued DSA Comments for Dining portion & RFI responses	November 23, 2026
Proposals Due	Prior to 2:00 PM, December 2, 2026
Anticipated Board Approval of Bidder	December 15, 2026
Board Approval of Final Contract	February 2, 2027
Housing Project Completion	On or before December 3, 2028
Dining Portion Completion	On or before March 5, 2029
Old Housing Demolition	After new housing is occupied

*Due to updated bid drawings availability from DSA we are moving the RFP Issue date from 9/21/26 to 9/25/26

SECTION 00 21 13
INSTRUCTIONS TO BIDDERS

Each bid submitted to the Redwoods Community College District ("District") for the College of the Redwoods Student Housing Project ("Project") shall be in accordance with the following instructions and requirements, which are part of the Contract Documents for this Project.

1. Deadline For Receipt of Bids. Each bid shall be sealed and submitted to the District Superintendent or designee prior to 2:00 p.m. on Wednesday, December 2nd, 2026, at the office of the Redwoods Community College District Student Services/Administration building, Board Room 202A located at 7351 Tompkins Hill Road, Eureka, California, 95501, Attention: Leslie Marshall – Director of Facilities and Planning. The District suggests that bids be hand-delivered in order to ensure their timely receipt. Any bids received after the time stated, regardless of the reason, shall be returned, unopened, to the bidder. Bidders may also submit a duplicate copy using a file share link; however, this will not satisfy the bid deadline for receipt of bids.

2. Bidders' Conference. A mandatory bidders' conference will be held on Tuesday, October 20th at 10 a.m., for the purpose of acquainting all prospective bidders with the Contract Documents and the Project site. The Conference will be held at College of the Redwoods Performing Arts Theater building (See College of the Redwoods Campus Map), located at 7351 Tompkins Hill Road, Eureka, California. All prospective bidders must attend this conference. Failure to attend the conference will result in disqualification of the non-attending bidder's bid.

3. Requests for Information. A bidder's failure to request clarification or interpretation of an apparent error, inconsistency or ambiguity in the Contract Documents waives that bidder's right to thereafter claim entitlement to additional compensation based upon an ambiguity, inconsistency, or error, which should have been discovered by a reasonably prudent Contractor, subject to the limitations of Public Contract Code §1104. Any questions relative to the bid shall be in writing and directed to the District Superintendent or designee at the address specified for receipt of bid proposals. Submit these requests to the District at least ten (10) working days before the bid is due.

4. Bid Proposal Forms. All bid proposals shall be made on the form provided by the District. Fill out all items on the form in ink. Numbers should be stated in figures, and the signatures of all individuals must be in longhand. The completed form should be without interlineations, alterations, or erasures

5. Execution of Forms. Each bid shall give the bidder's full business address and must be signed by the bidder or the bidder's authorized representative with his or her usual signature. Bids by partnerships must furnish the full names of all partners and must be signed in the partnership name by a general partner with authority to bind the partnership in such matters. Bids by corporations must be signed with the legal name of the corporation, followed by the signature and designation of the president, secretary, or other person authorized to bind the corporation in this matter. The name of each person signing shall also be typed or printed below the signature. When requested by the District, satisfactory evidence of the authority of the officer signing on behalf of the corporation or partnership shall be furnished. A bidder's failure to properly sign required forms may result in rejection of the bid. All bids must include the bidder's contractor license number(s) and expiration date(s).

6. Bid Security. Bid proposals shall be accompanied by a certified or cashier's check or bid bond for an amount not less than ten percent (10%) of the bid amount, payable to the District. A bid bond shall be secured from an admitted surety company, licensed in the State of California, and satisfactory to the District. The bid security shall be given as a guarantee that the bidder will enter into the Contract if awarded the work, and in the case of refusal or failure to enter into the Contract within ten (10) calendar days after notification of the award of the Contract or failure to provide the payment and performance bonds and proof of insurance as required by the Contract Documents, the District shall have the right to award the Contract to another bidder and declare the bid security forfeited. The District reserves the right to pursue all other remedies in law or equity relating to such a breach including, but not limited to, seeking recovery of damages for breach of contract. Failure to provide bid security, or bid security in the proper amount, shall result in rejection of the bid.

7. Withdrawal of Bid Proposals. Bid proposals may be withdrawn by the bidders prior to the time fixed for the opening of bids, but may not be withdrawn for a period of sixty (60) days after the opening of bids, except as permitted pursuant to Public Contract Code §5103.

8. Addenda or Bulletins. The District reserves the right to issue addenda or bulletins prior to the opening of the bids subject to the limitations of Public Contract Code §4104.5. Any addenda or bulletins issued prior to bid time shall be considered a part of the Contract Documents.

9. Bonds. The successful bidder shall be required to submit payment and performance bonds as specified in and using the bond forms included with the Contract Documents. All required bonds shall be based on the maximum total contract price as awarded, including additive alternates, if applicable.

10. Rejection of Bids and Award of Contract. The District reserves the right to waive any irregularities in the bid and reserves the right to reject any and all bids. The Contract will be awarded, if at all, within sixty (60) calendar days after the opening of bids to the lowest responsible and responsive bidder, subject to Governing Board approval. The time for awarding the Contract may be extended by the District with the consent of the lowest responsible, responsive bidder.

11. Execution of Contract. The successful bidder shall, within ten (10) calendar days of the Notice of Award of the Contract, sign and deliver to the District the executed contract along with the bonds and certificates of insurance required by the Contract Documents. In the event the successful bidder fails or refuses to execute the Contract or fails to provide the bonds and certificates as required, the District may declare the bidder's bid deposit or bond forfeited as liquidated damages, and may award the work to the next lowest responsible, responsive bidder, or may reject all bids and, in its sole discretion, call for new bids. In all cases, the District reserves the right, without any liability, to cancel the award of Contract at any time prior to the full execution of the Contract.

12. Drawings and Specifications. All drawings, specifications and other documents used or prepared during the project shall be the exclusive property of the District.

13. Evidence of Responsibility. Upon the request of the District, a bidder shall submit promptly to the District satisfactory evidence showing the bidder's financial resources, the bidder's experience in the

type of work being required by the District, the bidder's availability to perform the Contract and any other required evidence of the bidder's qualifications and responsibility to perform the Contract. The District may consider such evidence before making its decision to award the Contract. Failure to submit requested evidence may result in rejection of the bid.

14. Taxes. Applicable taxes shall be included in the bid prices.

15. Bid Exceptions. Bid exceptions are not allowed. If the Bidder has a comment regarding the bid documents or the scope of work, the Bidder shall submit those comments to the District for evaluation at least five working days prior to the opening of the bids. No oral or telephonic modification of any bid submitted will be considered and a sealed written modification may be considered only if received prior to the opening of bids.

16. Discounts. Any discounts which the bidder desires to provide the District must be stated clearly on the bid form itself so that the District can calculate the net cost of the bid proposal. Offers of discounts or additional services not delineated on the bid form will not be considered by the District in the determination of the lowest responsible responsive bidder.

17. Quantities. The quantities shown on the plans and specifications are approximate. The District reserves the right to increase or decrease quantities as desired.

18. Prices. Bidders must quote prices F.O.B. unless otherwise noted. Prices should be stated in the units specified and bidders should quote each item separately.

19. Samples. On request, samples of the products being bid shall be furnished to the District.

20. Special Brand Names/Substitutions. In describing any item, the use of a manufacturer or special brand does not restrict bidding to that manufacturer or special brand, but is intended only to indicate quality and type of item desired, except as provided in §3400 of the Public Contract Code. Substitute products will be considered either prior to or after the award of the Contract in accordance with §3400 and as set forth in either the Supplemental Conditions or the Specifications. All data substantiating the proposed substitute as an "equal" item shall be submitted with the written request for substitution. The District reserves the right to make all final decisions on product and vendor selection.

21. Container Costs and Delivery. All costs for containers shall be borne by the bidder. All products shall conform to the provisions set forth in the federal, county, state and city laws for their production, handling, processing and labeling. Packages shall be so constructed to ensure safe transportation to the point of delivery.

22. Bid Negotiations. A bid response to any specific item of the bid using terms such as “negotiable,” “will negotiate,” or similar phrases, will be considered non-responsive.

23. Prevailing Law. In the event of any conflict or ambiguity between these instructions and state or federal law or regulations, the latter shall prevail. All equipment to be supplied or services to be performed under the bid proposal shall conform to all applicable requirements of local, state and federal law, including, but not limited to, Labor Code §§1771, 1778 and 1779.

24. Allowances. An "allowance" means an amount included in the bid proposal for work that may or may not be included in the Project, depending on conditions that will become known only after the Project is underway.

25. Subcontractors. Pursuant to the Subletting and Subcontracting Fair Practices Act, Public Contract Code §§4100-4114, every bidder shall, on the enclosed Subcontractor List Form, set forth:

    a. The name and location of the place of business of each Subcontractor who will perform work or labor or render service to the bidder in or about the work or fabricate and install work in an amount in excess of one-half (1/2) of the one percent (1%) of the bidder's total bid.

    b. If the bidder fails to specify a Subcontractor for any portion of the work to be performed under the Contract in excess of one-half (1/2) of one percent (1%) of the bidder's total bid, bidder agrees that bidder is fully qualified to and shall perform that portion of the work. The successful bidder shall not, without the written consent of the District or compliance with Public Contract Code §§4100 - 4114, either:

        1) Substitute any person as Subcontractor in place of the Subcontractor designated in the original bid;

        2) Permit any subcontract to be voluntarily assigned or transferred or allow the work to be performed by anyone other than the original Subcontractor listed in the bid; or

        3) Sublet or subcontract any portion of the work in excess of one-half (1/2) of one percent (1%) of the total bid as to which the bidder's original bid did not designate a Subcontractor.

26. Examination of Contract Documents and Work Site. Before submitting a bid proposal, all bidders shall carefully examine the Contract Documents, including the plans and specifications, shall visit the site of the proposed work, and shall fully inform themselves of all conditions in and about the work site, as well as applicable federal, state and local laws and regulations that may affect the work. No bidder shall visit the site without prior authorization of the District. Bidders shall contact the District Superintendent or designee for coordination of site visits.

27. Form and Approval of Contract. The Contract Documents must be approved by the Governing Board of the District and its legal counsel. The bidder selected by the District shall execute the contract provided by the District.

28. Licenses and Permits. Each bidder shall at all times possess all appropriate and required licenses or other permits to perform the work as identified in the Contract Documents. Upon request, each bidder shall furnish the District with evidence demonstrating possession of the required licenses or permits.

29. Denial of Right to Bid. Contractors or Subcontractors who have violated state law governing public works shall be denied the right to bid on this public works contract pursuant to Labor Code §1777.7.

30. Bidders Interested in More Than One Bid. No person, firm, or corporation shall make, or file, or be interested in more than one bid. However, a person, firm, or corporation that has submitted a subproposal to a bidder, or that has quoted prices of materials to a bidder, is not thereby disqualified from submitting a sub-proposal or quoting prices to other bidders or from submitting a prime proposal.

31. Contractor's State License Board. Contractors and Subcontractors are required by law to be licensed and regulated by the California Contractors' License Board.

32. Labor Compliance Program. This project is subject to prevailing wage requirements and bidder and its subcontractors are required to pay all workers employed for the performance of this project no less than the applicable prevailing wage rate for each such worker. If this project is for a public works project over $25,000 or for a maintenance project over $15,000, bidder acknowledges that the project is subject to compliance monitoring and enforcement by the California Department of Industrial Relations in accordance with California Labor Code sections 1725.5 and 1770 *et seq*.

34. Iran Contracting Act Certification. Contractors shall submit the Iran Contracting Act Certification with their Bid. Bids submitted without this certification shall be deemed non-responsive and will not be considered.

35. Additive and Deductive Items: Method of Determining Lowest Bid. Pursuant to Public Contract Code §20103.8, if the bid solicitation includes additive and/or deductive items, the checked [X] method shall be used to determine the lowest bid: *[check one]*

_____ (a) The lowest bid shall be the lowest bid price on the base contract without consideration of the prices on the additive or deductive items.

_____ (b) The lowest bid shall be the lowest total of the bid prices on the base contract and those additive or deductive items that were specifically identified in the bid solicitation or Bid Proposal Form as being used for the purpose of determining the lowest bid price.

_____ (c) The lowest bid shall be the lowest total of the bid prices on the base contract and those additive or deductive items taken in order from a specifically identified list of those items that, when in the solicitation, and added to, or subtracted from, the base contract, are less than, or equal to, a funding amount publicly disclosed by the District before the first bid is opened.

_____ (d) The lowest bid shall be determined in a manner that prevents any information that would identify any of the bidders or the proposed Subcontractors or suppliers from being revealed to the public entity before the ranking of all bidders from lowest to highest has been determined.

If no method is checked, sub-paragraph (a) shall be used to determine the lowest bid.

Notwithstanding the method used by the District to determine the lowest responsible bidder, the District retains the right to add to or deduct from the Contract any of the items included in the bid solicitation.

36. Bid Protest. Any bid protest must be in writing and received by the District Office before 5:00 p.m. no later than three (3) working days following bid opening and shall comply with the following requirements:

a. The bid protest must contain a complete statement of the basis for the protest and all supporting documentation.

b. The party filing the protest must have actually submitted a bid for the Project. A Subcontractor of a bidder submitting a bid for the Project may not submit a bid protest. A bidder may not rely on the bid protest submitted by another bidder, but must timely pursue its own protest.

c. The protest must refer to the specific portion or portions of the Contract Documents upon which the protest is based.

d. The protest must include the name, address and telephone number of the person representing the protesting bidder.

e. The bidder filing the protest must concurrently transmit a copy of the bid protest and all supporting documentation to all other bidders with a direct financial interest which may be affected by the outcome of the protest, including all other bidders who appear to have a reasonable prospect of receiving an award depending upon the outcome of the protest.

f. The bidder whose bid has been protested may submit a written response to the bid protest. Such response shall be submitted to the District before 5 p.m. no later than two (2) working days after the deadline for submission of the bid protest or receipt of the bid protest, whichever is sooner, and shall include all supporting documentation. Such response shall also be transmitted concurrently to the protesting bidder and to all other bidders who appear to have a reasonable prospect of receiving an award depending upon the outcome of the protest.

g. The procedure and time limits set forth in this section are mandatory and are the bidder's sole and exclusive remedy in the event of bid protest. The bidder's failure to comply with these procedures shall constitute a waiver of any right to further pursue the bid protest, including filing a Government Code claim or legal proceedings.

h. If the District determines that a protest is frivolous, the protesting bidder may be determined to be non-responsible and that bidder may be determined to be ineligible for future contract awards by the District.

i. A "working day" for purposes of this section means a weekday during which the District's office is open and conducting business, regardless of whether or not school is in session.

END SECTION 00 21 13

SECTION 00 30 00
ADDITIONAL INFORMATION AVAILABLE ON DISTRICT WEBSITE

- Geotechnical
  - 2022-12-12 Geotechnical Investigation and Geologic Hazards Report
  - 2023-09-06 Response to CGS Letter
  - 2024-09-13 & 2024-10-01 Geotechnical and Geologic Hazards Report
  - 2024-10-18 College of the Redwoods_01-CGS5821_third review
- As-Built Information
  - Community Stadium Upgrade
  - Wastewater Treatment and Disposal System
  - Building Infrastructure and Site Utilities
  - PE Complex civil drawings
  - Existing Housing & Dining drawings
- Hazmat Report
  - 405352001 HBMS Survey Report - Mendocino and Del Norte Halls buildings
- Standards & other documents
  - Telecom standards

SECTION 00 41 00
BID PROPOSAL FORM

Governing Board Redwoods Community College District

Dear Members of the Governing Board:

The undersigned, doing business under the name of _____ _____, having carefully examined the location of the proposed work, the local conditions of the place where the work is to be done, the Notice Inviting Bids, the General Conditions, the Instructions to Bidders, the Plans and Specifications, and all other Contract Documents for the proposed _____ Project ("Project"), and having accurately completed the Bidder's Questionnaire, proposes to perform all work and activities in accordance with the Contract Documents, including all of its component parts, and to furnish all required labor, materials, equipment, transportation and services required for the construction of the Project in strict conformity with the Contract Documents, including the Plans and Specifications, as follows:

BASE BID:
For the sum of

_____
_____Dollars ($ _____).

ADDITIVE/DEDUCTIVE ALTERNATE *[if applicable]*: N/A

The undersigned has checked all the above figures carefully and understands that the District is not responsible for any errors or omissions on the part of the undersigned in making this bid.

Enclosed find certified or cashier's check no._____ of the _____ Bank for _____ Dollars ($_____) or Bidder's Bond of the _____ surety company in an amount of not less that ten percent (10%) of the entire bid. The undersigned further agrees, on the acceptance of this proposal, to execute the Contract and provide the required bonds and insurance and that in case of default in executing these documents within the time fixed by the Contract Documents, the proceeds of the check or bond accompanying this bid shall be forfeited and shall become the property of the District.

Contractor agrees to commence the work within the time specified in the Notice to Proceed. It is understood that this bid is based upon completing the work within the number of calendar days specified in the Contract Documents.

ADDENDA:
Receipt of the following addenda is hereby acknowledged:

Addendum # _____ Dated: _____ Addendum # _____ Dated: _____

Addendum # _____ Dated: _____ Addendum # _____ Dated: _____
Addendum # _____ Dated: _____ Addendum # _____ Dated: _____

Respectfully submitted,

Company: _____

Address: _____

_____

By: _____
(Please Print Or Type)

Signature: _____

Title: _____

Date: _____

Telephone: _____

Contractor's License No: _____ Expiration Date _____

DIR Registration No:_____

Required Attachments:
A. Iran Contracting Act Certification
B. CARB Certification
SECTION 00 43 13 Bid Bond (or Cashier's or Certified Check)
SECTION 00 43 36 Subcontractor List Form
SECTION 00 45 00 Certification of Site Visit
SECTION 00 45 19 Non-Collusion Declaration
SECTION 00 45 26 Workers' Compensation Certificate
Prequal SECTION 10 – Prequalification Validation Form

END SECTION 00 41 00

IRAN CONTRACTING ACT CERTIFICATION

(Public Contract Code Sections 2202-2208)

As required by California Public Contract Code Section 2204, the Contractor certifies subject to penalty for perjury that the option checked below relating to the Contractor's status in regard to the Iran Contracting Act of 2010 (Public Contract Code Section 2200 et seq.) is true and correct:

- € The Contractor is not:
  - identified on the current list of persons and entities engaging in investment activities in Iran prepared by the California Department of General Services in accordance with subdivision (b) of Public Contract Code Section 2203; or
  - a financial institution that extends, for 45 days or more, credit in the amount of $20,000,000 or more to any other person or entity identified on the current list of persons and entities engaging in investment activities in Iran prepared by the California Department of General Services in accordance with subdivision (b) of Public Contract Code Section 2203, if that person or entity uses or will use the credit to provide goods or services in the energy sector in Iran.
- € The District has exempted the Contractor from the requirements of the Iran Contracting Act of 2010 after making a public finding that, absent the exemption, the District will be unable to obtain the goods and/or services to be provided pursuant to the Contract.
- € The amount of the Contract payable to the Contractor for the Project does not exceed $1,000,000.

I certify (or declare) under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

_____

Signature Date

_____

Name Title

_____

Name of Contractor

CALIFORNIA AIR RESOURCES BOARD (CARB)
In-Use Off-Road Diesel-Fueled Fleets Regulation Public Works Certification

In accordance with California Air Resources Board In-Use Off-Road Diesel-Fueled Fleets Regulation, as the Public Works Awarding Body, _____ District is required to obtain copies of the valid Certificate of Reported Compliance for Contractors who own off-road diesel fleet vehicles (e.g. construction equipment) in California before awarding a contract. This is applicable to all contractors and the prime's listed subcontractors entering a contract for the erection, construction, alteration, repair, removal, or improvement of any public structure, building, road, or other public lands, property, or improvement of any kind.

Under this requirement, please complete the following to certify compliance:

Company Name: _____

Phone Number: _____

Email: _____

Project Name: _____

Project Location: _____

Please Check/Complete One:

☐ I, _____, hereby certify that _____ and its listed subcontractors (if applicable), are in compliance with the CARB In-Use Off-Road Diesel-Fueled Fleets Regulation Public Works Certification. Attached are our and any listed subcontractors (if applicable) current Certificate of Reported Compliance.

☐ I, _____, hereby certify that _____ and its listed subcontractors (if applicable), do not own or operate any In-Use Off-Road Diesel-Fueled Vehicles (e.g. construction equipment).

Print Name: _____

Title: _____

Signature: _____

SECTION 00 43 13
BID BOND

We, the Contractor,_____ as principal ("Principal"), and _____, as surety ("Surety"), are firmly bound unto the_____ District ("District") in the penal sum of ten percent (10%) of the total amount of the bid of the Principal submitted to the District for the work described below for the payment of which sum in lawful money of the United States, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by this agreement.

Whereas, the Principal has submitted the accompanying bid ("Bid") dated _____, for the following project ("Project"):

_____.

Now, therefore, if the Principal does not withdraw its Bid within the period specified, and if the Principal is awarded the Contract and within the period specified fails to enter into a written contract with District, in accordance with the Bid as accepted, or fails to provide the proof of required insurance, the performance bond and/or the payment bond by an admitted surety within the time required, or in the event of unauthorized withdrawal of the Bid, if the Principal pays the District the difference between the amount specified in the Bid and the amount for which District may otherwise procure the required work and/or supplies, if the latter amount is in excess of the former, together with all related costs incurred by District, then the above obligation shall be void and of no effect. Otherwise, the Principal and Surety shall pay to the District the penal sum described above as liquidated damages.

Surety, for value received, hereby agrees that no change, extension of time, alteration or addition to the term of the Contract or the call for bids, or to the work to be performed thereunder, or the Specifications accompanying the same, shall in any way affect its obligation under this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition.

In witness whereof the above-bound parties have executed this instrument under their several seals this _____ day of _____, 2026, the name and corporate seal of each corporate Party being hereunder affixed and these presents duly signed by its undersigned representative, pursuant to the authority of its governing body.

(Corporate Seal)

_____
Principal/Contractor

By _____

Title:_____

(Corporate Seal)

_____
Surety

Attach Attorney-In-Fact Certificate

By _____

_____
Title

To be signed by Principal and Surety and Acknowledgment and Notary Seal to be attached.

END SECTION 00 43 13

SECTION 00 43 36
SUBCONTRACTOR LIST FORM

In compliance with the provisions of sections 4100 through 4114, inclusive, of the Public Contract Code and any amendments thereto, each bidder shall set forth the name and location of place of business, California contractor license number and public works contractor registration number issued pursuant to Section 1725.5 of the Labor Code for each Subcontractor who will perform a portion of the Contract work in an amount in excess of 1/2 of 1 percent of the total contract price.

PORTION OF WORK	NAME	LOCATION	LICENSE #	DIR#

END SECTION 00 43 36

SECTION 00 45 00
CERTIFICATION OF SITE VISIT

The Governing Board of the Redwoods Community College District
7351 Tompkins Hill Rd.
Eureka, CA 95501

Gentlemen/Ladies:

I visited the College of the Redwoods Student Housing Project job site at 7351 Tompkins Hill Road on _____ at _____ A.M. P.M (Circle one) to inspect the proposed work, which would be turned over to me in its present condition, with a representative of the Redwoods Community College District in order to acquaint myself with the proposed work so that I might fully understand the facilities, difficulties, and restrictions attending the execution of the work under the contract, and acknowledge I had the opportunity to check the Record Drawing as-built drawings and/or previous Contract Documents, site conditions and Bid Documents with the authorized representative of the District.

OWNER REPRESENTATIVE:

_____ _____
Project Manager – CR Facilities Date

or

_____ _____
Construction Manager Date

BIDDER:

_____
Name of Firm or Company

_____
Authorized Signatory

_____
Address

_____
Phone Number Fax Number

NOTE: Any bidder who fails to return this CERTIFICATION, fully executed, including signature of company representative AND a Redwoods Community College District representative, with the proposal form, may have their bid rejected as non-responsive.

END OF SECTION 00 45 00

SECTION 00 45 19
NON-COLLUSION DECLARATION

To be executed by the bidder and submitted with the bid.

_____, declares that he or she is _____ of _____, the party making the foregoing bid, and affirms that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true and correct; and, further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Date: _____ _____
Signature

END SECTION 00 45 19

SECTION 00 45 26
WORKERS' COMPENSATION CERTIFICATE

Labor Code §3700 in relevant part provides:

> "Every employer except the State shall secure the payment of compensation in one or more of the following ways:
>
> (a) By being insured against liability to pay compensation in one or more insurers duly authorized to write compensation insurance in this State.
>
> (b) By securing from the Director of Industrial Relations a certificate of consent to self-insure, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his employees."

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

_____
Contractor

By: _____

In accordance with Article 5 (commencing at §1860), Chapter 1, Part 7, Division 2 of the Labor Code, the above certificate must be signed and filed with the awarding body prior to performing any work under this Contract.

END SECTION 00 45 26

SECTION 00 51 00
NOTICE OF AWARD

To:

Project Description: College of the Redwoods Student Housing Project

The District has considered the bid submitted by you for the above described work in response to its Notice Inviting Bids for the Project.

You are hereby notified that your bid has been accepted in the amount of: _____
_____ ($ _____
).

You are required to execute the Contract and furnish the required Performance Bond and Payment Bond using the bond forms provided in the Contract Documents and the required certificates of insurance within ten (10) calendar days from the date of issuance of this Notice.

If you fail to execute the Contract and to furnish the bonds and insurance within ten (10) calendar days from the date of issuance of this Notice, the District will be entitled to consider all your rights arising out of its acceptance of your bid as abandoned and your Bid Bond forfeited. The District will be entitled to such other rights as may be granted by law.

You are required to return an acknowledged copy of this Notice of Award to the District.

Dated this_____ day of _____, 20__.

By _____
Authorized District Signature

Receipt of this above Notice of Award is hereby acknowledged by:

_____, this is the _____

day of _____, 20__.

By _____

Title _____

END SECTION 00 51 00

SECTION 00 52 00
CONTRACT

This Contract ("Contract") is made by and between the Redwoods Community College District ("District"), and _____ ("Contractor").

District and Contractor hereby agree as follows:

1. Description of Work

The Contractor agrees to furnish all labor, materials, equipment, tools, supervision, appurtenances, and services, including transportation and utilities, required to perform and satisfactorily complete all work required for the following project ("Project") in full conformance with the Contract Documents: _____

2. Contract Documents

The Contract Documents consist of the executed Contract and all Addenda, all approved change orders, the completed Bid Form, the required Bonds and the Insurance forms, the Notice Inviting Bids, the Instructions to Bidders, the Notice of Award, the Notice to Proceed, the General Conditions and any supplemental conditions, the Technical Specifications, the Drawings, the completed Bidder's Questionnaire, and _____
_____.

3. Compensation

As full compensation for the Contractor's complete and satisfactory performance of the work and activities described in the Contract Documents, the District agrees to pay Contractor, and Contractor agrees to accept the sum of _____ Dollars ($ _____), which shall be paid to the Contractor according to the Contract Documents. This compensation amount incorporates all potential inflation costs, including but not limited to increased material costs, tariffs, and prevailing wages. Except as otherwise provided in the General Conditions, the Contractor shall assume the risk of all costs in excess of this compensation in the performance of such work and shall not be entitled to additional payments because of such excess costs.

4. Prevailing Wages and Labor Compliance

This Project is subject to prevailing wage requirements and Contractor and its Subcontractors are required to pay all workers employed for the performance of this Contract no less than the applicable prevailing wage rate for each such worker. If this Contract is for a public works project over $25,000 or for a maintenance project over $15,000, Contractor acknowledges that the project is subject to compliance monitoring and enforcement by the California Department of Industrial Relations in accordance with California Labor Code sections 1725.5 and 1770 *et seq*.

5. Time for Completion

The starting date of the Contract shall be the day listed by the District in the Notice to Proceed and the Contractor shall fully complete the Housing Project 670 calendar days from the starting date; demolition of the existing housing to start 700 calendar days from the starting date, and all the work, including the Dining Building shall be fully complete before the expiration of 762 calendar days from the starting date. Time is of the essence in the performance of this Contract.

6. Liquidated Damages

Liquidated damages for the Contractor's failure to complete the Contract within the time fixed for completion are established in the amount of $3,000 per calendar day.

IN WITNESS WHEREOF, the parties agree to the terms of this Contract on the day and year written below.

_____	_____
District	Contractor
By: _____	_____
Individual Signature	Contractor License No. and Expiration Date
By: _____	
	Individual Signature
	_____
	Title
	_____
	Date
	For: _____
	Corporation or Partnership
	If Corporation, Affix Seal.

END SECTION 00 52 00

SECTION 00 55 00
NOTICE TO PROCEED

To: Date:

PROJECT: College of the Redwoods Student Housing Project

You are hereby notified to commence work in accordance with the Contract dated _____ _____, 2026, on or before _____, 2026, and you shall complete the work _____ consecutive calendar days thereafter.

By: _____
Authorized District Signature

END SECTION 00 55 00

SECTION 00 61 13
PERFORMANCE BOND

WHEREAS, the Governing Board of the Redwoods Community College District ("District"), at its meeting on _____, 2026, has awarded to _____ ("Principal"), the Contract for performance of the following project ("Project"):
College of the Redwoods Student Housing Project.

WHEREAS, the Principal is required under the terms of the Contract to furnish a bond to the District as obligee ensuring its full and faithful performance of the Contract Documents, which are fully incorporated herein by this reference,

NOW, THEREFORE, we, the Principal and _____, as Surety, hereby guarantee the Principal's full, faithful and complete performance of the Contract Document requirements in the penal sum of _____ dollars ($_____) for the payment of which sum will and truly be made, we bind ourselves, our heirs, executors, administrators and successors, jointly, severally, and firmly by this agreement to perform or have performed all of the work and activities required to complete the Project pursuant to the Contract Documents and to pay to the District all damages the District incurs as a result of the Principal's failure to fully perform in accordance with the Contract Documents.

The condition of the obligation is such that if the Principal, its heirs, executors, administrators, successors or assigns shall in all things abide by, and well and truly keep and perform the covenants, conditions and agreements in the Contract Documents and any amendment thereof made as therein provided, on its or their parts to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall insure and indemnify and save harmless the District, its officers and agents, as therein stipulated, then this obligation shall become null and void. Otherwise, it shall be and remain in full force and effect.

The Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the Contract Documents shall in any way affect its obligations on this bond and it does hereby waive notice of any such change, extension of time, alteration or addition.

Principal and Surety further agree to pay all costs incurred by the District in connection with enforcement of this bond, including, but not limited to the District's reasonable attorney's fees and costs incurred, with or without suit, in addition to any other sum required by this bond. Surety further agrees that death, dissolution, or bankruptcy of the Principal shall not relieve the Surety of its obligations hereunder.

In witness whereof, this instrument has been duly executed by the Principal and Surety on the _____ day of _____, 2026.

To be signed by Principal and Surety and acknowledgment and notarial seal to be attached.

_____
PRINCIPAL

By: _____

TITLE _____

_____
SURETY

By: _____

TITLE _____

The above bond is accepted and approved this _____ day of _____, 20___.

By: _____
Authorized District Signature

PAYMENT BOND

WHEREAS, the Redwoods Community College District ("District") and the Contractor, _____ ("Principal") have entered into a contract ("Contract") for the furnishing of all materials, labor, services, equipment, tools, supervision and transportation necessary, convenient and proper for the College of the Redwoods Student Housing Project. ("Project") which Contract dated _____, 2026, and all of the Contract Documents made part thereof are fully incorporated herein by this reference; and

WHEREAS, Contractor/Principal is required by Division 4, Part 6, Title 3, Chapter 5 (commencing at Section 9550) of the California Civil Code to furnish a bond in connection with the contract;

NOW, THEREFORE, we, the Contractor/Principal and _____ as Surety, are held firmly bound unto Owner in the penal sum of $_____ Dollars ($_____), lawful money of the United States of America for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that if the Contractor/Principal, his/her or its heirs, executors, administrators, successors, or assigns, or a subcontractor, shall fail to pay any person or persons named in Civil Code Section 9100 or fail to pay for any materials or other supplies used in, upon, for, or about the performance of the work contracted to be done, or for any work or labor thereon of any kind, or for amounts due under the Unemployment Insurance Code with respect to work or labor thereon of any kind, or shall fail to deduct, withhold, and pay over to the Employment Development Department any amounts required to be deducted, withheld, and paid over by Section 13020 of the Unemployment Insurance Code with respect to work and labor thereon of any kind, then said Surety will pay for the same, in or to an amount not exceeding the amount set forth above, and in case suit is brought upon this bond Surety will also pay such reasonable attorney's fees as shall be fixed by the court, awarded and taxed as provided in Division 4, Part 6, Title 3, Chapter 5 (commencing at Section 9550) of the California Civil Code.

This bond shall inure to the benefit of any of the persons named in Section 9100 of the California Civil Code so as to give a right of action to such person or their assigns in any suit brought upon this bond.

It is further stipulated and agreed that the Surety of this bond shall not be exonerated or released from the obligation of the bond by any change, extension of time for performance, addition, alteration, or modification in, to, or of any contract, plans, specifications, or agreement pertaining or relating to any scheme or work of improvement described above or pertaining or relating to the furnishing of labor, materials, or equipment therefor, nor by any change or modification of any terms of payment or extension of the time for any payment pertaining or relating to any scheme or work of improvement described above, nor by any rescission or attempted rescission of the contract, agreement, or bond, nor by any conditions precedent or subsequent in the bond attempting to limit the right of recovery of claimants otherwise entitled to recover under any such contract or agreement or under the bond, nor by any fraud practiced by any person o1ther than the claimant seeking to recover on the bond, and that this bond be construed most strongly against

the Surety and in favor of all persons for whose benefit such bond is given, and under no circumstances shall Surety be released from liability to those for whose benefit such bond has been given, by reason of any breach of contract between the Owner and original contractor or on the part of any obligee named in such bond, but the sole conditions of recovery shall be that claimant is a person described in Section 8400 and 8402 of the California Civil Code and has not been paid the full amount of his/her or its claim and that Surety does hereby waive notice of any such change, extension of time, addition, alteration, or modification.

In witness whereof, this instrument has been duly executed by the Principal and Surety this _____ day of _____, 2026.

To be signed by Principal and Surety and acknowledgment and notarial seal to be attached.

_____
PRINCIPAL

By:
_____

_____
Title

_____
SURETY

By:
_____

_____
Title

The above bond is accepted and approved this _____ day of _____, 2026.

By:_____
Authorized District Signature

END SECTION 00 61 13

SECTION 00 70 00
GENERAL CONDITIONS

TABLE OF CONTENTS

1. Definitions 1

2. Architect 2

3. Contract Documents 2

4. Intent of Drawings and Specifications 4

5. Trade Divisions 4

6. Master Mandatory Provisions 5

7. Contractor 5

8. Responsibility of General Contractor 6

9. Subcontractors 7

10. Performance and Payment Bonds 7

11. Insurance 8

12. Codes and Regulations 11

13. Permits and Taxes 11

14. Patents and Royalties 11

15. Safety and Fire Prevention 12

16. Hazardous Materials 13

17. Temporary Facilities 14

18. Signs 15

19. Time 15

20. Construction Schedule 15

21. Delays and Time Extensions 16

22. Liquidated Damages 17

23. District's Right To Stop Work; Terminate The Contract 17

24. Assignment of Contract 19

25. Coordination With Other Contracts 19

26. Submittals: Shop Drawings, Cuts and Samples 20

27. Payments 20

28. Modifications of Contract 22

29. Indemnity 24

30. Warranty of Title 24

31. Use of Completed Parts of The Work Before Acceptance 24

32. Guarantee and Warranty 25

33. Protection of Work and Property 25

34. Use of Roadways and Walkways 26

35. Materials.....26

36. Substitutions 26

37. Testing 27

38. Inspection 28

39. Cleanup 28

40. Construction Waste Management Requirements 29

41. Instructions and Manuals 32

42. As-Built Drawings 33

43. Substitution of Securities 33

44. No Discrimination 34

45. Labor Standards 34

46. General Rate of Per Diem Wages 35

47. Record Keeping 35

48. Project Completion 37

49. Trenching or Other Excavations 37

50. Resolution of Construction Claims 39

51. Labor Compliance Program.....41

52. Drug-Free Workplace Certification.....41

53. Provisions Required By Law Deemed Inserted.....42

54. Economic Sanctions.....42

55. General Provisions 43

1. DEFINITIONS

Addendum: A written change or revision to the Contract Documents issued to the prospective bidders prior to the time of receiving bids.

Alternate: The sum to be added to or deducted from the base Bid if the change in scope of work as described in Alternates is accepted by the District.

Approved: Approved by the District or the District's authorized representative unless otherwise indicated in the Contract Documents.

Architect: The person or firm holding a valid license to practice architecture or engineering which has been designated (if any designated) to provide architectural or engineering design services on this Project. When Architect is referred to within the Contract Documents and no architect or engineer has in fact been designated, then the matter shall be referred to the District Superintendent or designee.

As Directed: As directed by the District or its Architect, unless otherwise indicated in the Contract Documents.

As Selected: As selected by the District or its Architect, unless otherwise indicated in the Contract Documents.

Bid: The properly completed and signed proposal to perform the construction work for the Project as described in the Contract Documents.

Construction Manager: The individual or entity named as such by the District. If no Construction Manager is designated for the Project, all references to the Construction Manager in these Contract Documents shall mean the District and/or its designee.

Contract: The legally binding agreement between the District and the Contractor wherein the Contractor agrees to furnish the labor, materials, equipment, and appurtenances required to perform the work described in the Contract Documents and the District agrees to pay the Contractor for such work.

Contract Documents: The Contract Documents are described in the Contract for this Project.

Contractor: The person or entity holding a valid license in the State of California required for performing this Project and who has contracted with the District to perform the construction work described in the Contract Documents. The term Contractor shall be construed to mean all of the officers, employees, Subcontractors, suppliers, or other persons engaged by the Contractor for the work of this Project.

District and/or Owner: The District, its Governing Board, authorized officers and employees, and authorized representatives.

DSA: The State of California Division of the State Architect which has the authority to review, approve and inspect the design, alteration and construction of school buildings.

Final Completion: Final Completion is achieved when the Contractor has fully completed all Contract Document requirements, including, but not limited to, all final punch list items, to the District's satisfaction.

Inspector: The person engaged by the District to conduct the inspections required by the Education Code and Title 24.

Furnish: Purchase and deliver to the site of installation.

Governing Board: The Governing Board of the District.

Indicated or As Shown: Shown on drawings and/or as specified.

Install: Fix in place, for materials; and fix in place and connect, for equipment.

Modification: An authorized change to the Contract Documents which may or may not include a change in contract price and/or time.

Project: The total construction work and activities described in these Contract Documents.

Secure: Obtain.

Subcontractor: A person, firm, or corporation, duly licensed by the State of California, who has a contract with the Contractor to furnish labor, materials and equipment, and/or to install materials and equipment for work in this Contract.

2. ARCHITECT

The Architect is responsible for the overall design of the Project. The working drawings, technical Specifications, sketches and other information necessary to define the work covered by these Contract Documents have been prepared by the Architect. The Architect shall visit, inspect and observe the construction to determine general compliance with the Contract Documents, and interpret the drawings and Specifications consistent with their intent. The Architect shall evaluate the samples and other submittals required in the technical Specifications, and maintain an up-to-date log of all such items processed. The Architect will consult with the District, Contractor, and any state, county or city agency having jurisdiction over the work whenever necessary to further the best interests of the Project.

3. CONTRACT DOCUMENTS

a. Contents and Precedence

The Contract Documents consist of the executed Contract and all Addenda, all approved change orders, the completed Bid Form, the required Bonds and the Insurance forms, the Notice Inviting Bids, the Instructions to Bidders, the Notice of Award, the Notice to Proceed, the General Conditions, any supplemental Conditions, the Technical Specifications, the Drawings and the completed Bidder's Questionnaire. The Contract Documents are complementary and anything required by one shall be as binding as if required by all. In case of conflicts within the Contract Documents, the order of precedence of interpretation shall be as listed above, with the executed Contract and any change order thereto having priority, and subsequent Addenda having priority over prior Addenda only to the extent modified by the subsequent Addenda. In case of conflict within the drawings, larger scale drawings shall govern smaller scale drawings, and written dimensions shall govern over scaled dimensions.

b. Ambiguities, Errors, and Inconsistencies

If, in the opinion of the Contractor, the construction details indicated on the drawings or otherwise specified are in conflict with accepted industry standards for quality construction and therefore might interfere with its full guarantee of the work involved, the Contractor shall promptly bring this information to the attention of the Architect for appropriate action before submittal of the bid. Contractor's failure to request clarification or interpretation of an apparent ambiguity, error or inconsistency waives that Contractor's right to thereafter claim any entitlement to additional compensation based upon an ambiguity, inconsistency, or error, which should have been discovered by a reasonably prudent Contractor, subject to the limitations of Public Contract Code §1104. During the Project, should any discrepancy appear or any misunderstanding arise as to the import of anything contained in the Contract Documents, the matter shall be promptly referred to the Architect, who will issue instructions or corrections.

c. Lines and Planes

All lines and planes appearing on Contract drawings to be horizontal or vertical and not explicitly indicated otherwise shall be constructed true and plumb. All lines and planes appearing on Contract drawings to intersect at right angles and not explicitly indicated otherwise shall be constructed at true right angles. Where details are indicated covering specific conditions, such details also apply to all similar conditions not specifically indicated.

d. Standards

The specification standards of the various sections of the Specifications shall be the procedural, performance, and material standards of the applicable association publications identified and shall be the required level of installation, materials, workmanship, and performance for the applicable work. Except where a specific date of issue is mentioned hereinafter, references to specification standards shall mean the edition, including amendments and supplements, in effect on the date of the Notice Inviting Bids. Where no standard is identified and a manufacturer is specified, the manufacturer's specifications are

the standards. All standards shall be subordinate to the requirements of the applicable codes and regulations.

e. Reference to the Singular

Wherever in the Specifications an article, device or piece of equipment is referred to in the singular number, such reference shall include as many such items as are shown on drawings or required to complete the installation.

4. INTENT OF DRAWINGS AND SPECIFICATIONS

a. Drawings and Specifications are to be read as an integrated document. The Contractor shall promptly report to the Architect any ambiguities, discrepancies, or errors which come to the Contractor's attention.

b. Figured dimensions shall be followed in preference to scaled dimensions, and the Contractor shall make all additional measurements necessary for the work and shall be responsible for their accuracy. Before ordering any material or doing any work, the Contractor shall verify all measurements at the Project site and shall be responsible for the correctness of same.

c. It is the intent of the drawings and Specifications to show and describe complete installations. Items shown but not specified, or specified but not shown, shall be included unless specifically omitted.

1) The Specifications shall be deemed to include and require everything necessary and reasonably incidental to the completion of all work described and indicated on the drawings, whether particularly mentioned or shown, or not.

5. TRADE DIVISIONS

Segregation of the Specifications into the designated trade divisions is only for the purpose of facilitating descriptions and shall not be considered as limiting the work of any subcontract or trade. Subject to other necessary provisions set forth in the Specifications, the terms and conditions of such limitations or inclusions shall lie solely between the Contractor and its Subcontractors. "Scope" as indicated in each section of the Specifications shall serve only as a general guide to what is included in that section. Neither the stated description nor the division of the plans and Specifications to various sections, which is done solely for convenience, shall be deemed to limit the work required, divide or indicate it by labor jurisdiction or trade practice, or set up any bidding barriers to the various sub-contractors or suppliers.

a. The Contractor shall be responsible for the proper execution of all work required by the Contract Documents and for allocating such portions as the Contractor sees fit to the various Subcontractors, subject to applicable law. The Contractor is cautioned that the various individual sections may not contain all work that the Contractor may wish to allocate to a particular Subcontractor or everything bearing on the work of a particular trade, some of which may appear in other portions of the plans or Specifications.

b. If the Contractor elects to enter into any subcontract for any section of the work the Contractor assumes all responsibility for ascertaining that the Subcontractor for the work is competent, licensed, solvent, thoroughly acquainted with all conditions and legal requirements of the work, has included all materials and appurtenances in connection therewith in the subcontract, and has performed its work in strict compliance with the Contract Documents.

c. It shall be the responsibility of the Contractor to notify each prospective Subcontractor at the time of request for bids of all portions of the Contract Documents, including the General Conditions, Supplementary Conditions and any parts of sections of Specifications or plans that the Contractor intends to include as part of the subcontract.

6. MASTER MANDATORY PROVISIONS

a. Any material, item, or piece of equipment mentioned, listed or indicated without definition of quality, shall be consistent with the quality of adjacent or related materials, items, or pieces of equipment on the Project.

b. Any method of installation, finish, or workmanship of an operation called for, without definition of standard of workmanship, shall be followed or performed and finished in accordance with best practices and consistent with adjacent or related installations on the Project.

c. Any necessary material, item, piece of equipment or operation not called for but reasonably implied as necessary for proper completion of the work shall be furnished, installed or performed and finished; and shall be consistent with adjacent or related materials, items, or pieces of equipment on the Project, and in accordance with best practices.

d. Names or numbered products are to be used according to the manufacturers' directions or recommendations unless otherwise specified.

7. CONTRACTOR

a. The Contractor shall perform all the work and activities required by the Contract Documents and furnish all labor, materials, equipment, tools and appurtenances necessary to perform the work and complete it to the District’s satisfaction within the time specified. The Contractor shall at all times perform the work of this Contract in a competent and workmanlike manner and, if not specifically stated, accomplish the work according to the best standards of construction practice. The Contractor in no way is relieved of any responsibility by the activities of the architect, engineer, inspector or DSA in the performance of such duties.

b. The Contractor shall employ a full-time competent superintendent and necessary assistants who shall have complete authority to act for the Contractor on all matters pertaining to the work. The superintendent shall be satisfactory to the District and, if not satisfactory, shall be replaced by the Contractor with one that is acceptable. Also, the superintendent shall not

be changed without the written consent of the District unless the superintendent ceases to be employed by the Contractor.

c. Contractor shall make the layout of lines and elevations and shall be responsible for the accuracy of both the Contractor's and the Subcontractors' work resulting therefrom. All dimensions affecting proper fabrication and installation of all Contract work must be verified by the Contractor prior to fabrication and installation by taking field measurements of the true conditions. The Contractor shall take, and assist Subcontractors in taking, all field dimensions required in performance of the work, and shall verify all dimensions and conditions on the site. If there are any discrepancies between dimensions in drawings and existing conditions which will affect the work, the Contractor shall promptly bring such discrepancies to the attention of the Architect for adjustment before proceeding with the work. Contractor shall be responsible for the proper fitting of all work and for the coordination of all trades, Subcontractors and persons engaged upon this Contract.

d. Contractor shall do all cutting, fitting, or patching of Contractor's work that may be required to make its several parts come together properly and fit it to receive or be received by work of other contractors as shown, or reasonably implied by, the drawings and Specifications for the completed work. Any cost incurred by the District due to defective or ill-timed work shall be borne by the Contractor.

8. RESPONSIBILITY OF CONTRACTOR

a. Contractor shall be held strictly responsible for the proper performance of all work covered by the Contract Documents, including all work performed by Subcontractors. All work performed under this Contract shall comply in every respect to the rules and regulations of all agencies having jurisdiction over the Project or any part thereof.

b. Contractor shall submit Verified Reports as defined in §§4-336 and 4-343 (c), Group 1, Chapter 4, Part I, Title 24, California Code of Regulations ("CCR"). The duties of the Contractor are as defined in §4-343, Group 1, Chapter 4, Part I, Title 24, of the CCR. Contractor shall keep and make available a copy of Title 24 of the CCR at the job site at all times.

c. Where, because of short supply, any item of fabricated materials and/or equipment, indicated on drawings or specified is unobtainable and it becomes necessary, with the consent of the Architect, to substitute equivalent items differing in details or design, the Contractor shall promptly submit complete drawings and details indicating the necessary modifications of the work. This provision shall be governed by the terms of the General Conditions regarding Submittals: Shop Drawings, Cuts and Samples.

d. With respect to work performed at and near a school site, Contractor shall at all times take all appropriate measures to ensure the security and safety of students and staff, including, but not limited to, ensuring that all of Contractor's employees, Subcontractors, and suppliers entering school property strictly adhere to all applicable District policies and procedures, e.g., sign-in requirements, visitor badges, and access limitations.

9. SUBCONTRACTORS

a. Nothing contained in the Contract Documents shall create any contractual relationship between any Subcontractor and the District. The District shall be deemed to be the third party beneficiary of the contract between the Contractor and each Subcontractor. If the Contractor does not specify a Subcontractor for any portion of the work to be performed under this Contract, as required by law, Contractor shall perform that portion of the work with its own forces. The Contractor shall not substitute any other person or firm as a Subcontractor for those listed in the bid submitted by the Contractor, without the written approval of the District and in conformance with the requirements of the Public Contract Code. The District reserves the right of approval of all Subcontractors proposed for use on this Project, and to this end, may require financial, performance, and such additional information as is needed to secure this approval. If a Subcontractor is not approved, the Contractor shall promptly submit another firm of the same trade for approval.

b. The Contractor shall insert appropriate provisions in all subcontracts pertaining to work on this Project requiring the Subcontractors to be bound by all applicable terms of the Contract Documents. The Contractor shall be as fully responsible for the acts and omissions of the Subcontractors, and of persons either directly or indirectly employed by them, as the Contractor is for the acts and omissions of persons directly employed by the Contractor.

10. PERFORMANCE AND PAYMENT BONDS

a. As directed in the Notice of Award, the Contractor shall file with the District the following bonds, using the bond forms provided with these Contract Documents:

1) A corporate surety bond, in a sum not less than 100 percent of the amount of the Contract, to guarantee the faithful performance of the Contract.

2) A corporate surety bond, in a sum not less than 100 percent of the amount of the Contract, to guarantee the payment of wages for services engaged and of bills contracted for materials, supplies, and equipment used in the performance of the Contract.

b. Corporate sureties on these bonds and on bonds accompanying bids must be admitted sureties as defined by law, legally authorized to engage in the business of furnishing surety bonds in the State of California. All sureties and bond forms must be satisfactory to the District. Failure to submit the required bonds within the time specified by the Notice of Award, using the forms provided by the District, may result in cancellation of the award of Contract and forfeiture of the Bid Bond.

c. The amount of the Contract, as used to determine the amounts of the bonds, shall be the total amount fixed in the Contractor's proposal for the performance of the required work.

d. During the period covered by the Contract, if any of the sureties upon the bonds shall become insolvent or unable, in the opinion of the District, to pay promptly the amount of such bonds

to the extent to which surety might be liable, the Contractor, within thirty (30) days after notice given by the District to the Contractor, shall provide supplemental bonds or otherwise substitute another and sufficient surety approved by the District in place of the surety becoming insolvent or unable to pay. If the Contractor fails within such thirty (30) day period to substitute another and sufficient surety, the Contractor shall, if the District so elects, be deemed to be in default in the performance of its obligations hereunder and upon the bid bond, and the District, in addition to any and all other remedies, may terminate the Contract or bring any proper suit or other proceedings against the Contractor and the sureties or any of them, or may deduct from any monies then due or which thereafter may become due to the Contractor under the Contract, the amount for which the surety, insolvent or unable to pay, shall have been liable on the bonds, and the monies so deducted shall be held by the District as collateral security for the performance of the conditions of the bonds.

11. INSURANCE

a. Contractor shall obtain insurance from a company or companies acceptable to District. All required insurance must be written by an admitted company licensed to do business in the State of California at the time the policy is issued. All required insurance shall be equal to or exceed an A VIII rating as listed in Best's Insurance Guide's latest edition. Required documentation of such insurance shall be furnished to the District at the time Contractor returns the executed4

b. 1-- Contract. Contractor shall not commence work nor shall it allow its employees or Subcontractors or anyone to commence work until all insurance required hereunder has been submitted and approved by the District and a notice to proceed has been issued.

b. Contractor shall take out and maintain at all times during the life of this Contract, up to the date of acceptance of the work by the District, the following policies of insurance:

1) General Liability Insurance: Personal injury and replacement value property damage insurance for all activities of the Contractor and its Subcontractors arising out of or in connection with this Contract, written on a comprehensive general liability form including contractor's protected coverage, blanket contractual, completed operations, vehicle coverage and employer's non-ownership liability coverage, in an amount no less than either:

a. $20,000,000.00 combined single limit personal injury and property damage for each occurrence and $21,000,000.00 annual aggregate with a $2,000,000.00 umbrella/excess; or

b. $21,000,000.00 annual combined single limit.

2) Builders Risk Insurance:

Contractor shall procure and maintain builders' risk insurance (all-risk coverage) on a one hundred percent completed value basis on the insurable portion of the project

for the benefit of the District, and the Contractor and subcontractor as their interest may appear.

3) Automobile Liability Insurance: Covering bodily injury and property damage in an amount no less than $1,000,000 combined single limit for each occurrence. Such insurance shall include coverage for owned, hired, and non-owned vehicles and be included on the umbrella/excess policy.

c. The certificate(s) for the both the General Liability Policy(ies) and the Automobile Liability Policy specified above must state that the insurance is under an occurrence based, and not claims made, policy(ies) and shall be endorsed with the following specific language:

> "The REDWOODS COMMUNITY COLLEGE DISTRICT is named as additional insured for all liability arising out of the operations by or on behalf of the named insured, and this policy protects the additional insured, its officers, agents and employees against liability for bodily injuries, deaths or property damage or destruction arising in any respect directly or indirectly in the performance of the Contract."

d. The certificate(s) for the both the General Liability Policy and the Automobile Liability Policy, as well the Builders' Risk Policy if required above, shall be endorsed with the following specific language:

1) The inclusion of more than one insured shall not operate to impair the rights of one insured against another insured and the coverages afforded shall apply as though separate policies have been issued to each insured.

2) The insurance provided herein is primary and no insurance held or owned by the District shall be called upon to contribute to a loss.

3) Coverage provided by this policy shall not be reduced or canceled without thirty (30) days written notice given to the Owner by certified mail.

4) This policy does not exclude explosion, collapse, underground excavation hazard, or removal of lateral support.

5) The certificates must state that the insurance is under an occurrence based, and not a claims-made, or "modified occurrence," policy (policies).

e. Within ten (10) days following issuance of the Notice of Award of the Contract, the following documentation of insurance shall be submitted to District for approval prior to issuance of the Notice to Proceed: Certificates of insurance showing the limits of insurance provided, certified copies of all policies, and signed copies of the specified endorsements for each policy. At the time of making application for an extension of time, the Contractor shall submit evidence that the insurance policies will be in effect during the requested additional period of time.

f. If the Contractor fails to maintain such insurance, the District may take out such insurance to cover any damages of the above mentioned classes for which the District might be held liable on account of the Contractor's failure to pay such damages, and deduct and retain the amount of the premiums from any sums due the Contractor under the Contract.

g. Workers' Compensation Insurance:

1) Within ten (10) calendar days following issuance of the Notice of Award of the Contract, the Contractor shall furnish to the District satisfactory proof that the Contractor and all Subcontractors it intends to employ have procured, for the period covered by the Contract, full Workers' Compensation insurance and employer's liability with limits of at least $1,000,000 with an insurance carrier satisfactory to the District for all persons whom the Contractor may employ in carrying out the work contemplated under this Contract in accordance with the Workers' Compensation Insurance and Safety Act, approved May 26, 1913, and all acts amendatory or supplemental thereto (the "Act"). Such insurance shall be maintained in full force and effect during the period covered by the Contract. In the event the Contractor is self-insured, Contractor shall furnish a Certificate of Permission to Self-Insure, signed by the Department of Industrial Relations Administration of Self-Insurance, Sacramento, California.

2) If the Contractor fails to maintain such insurance, the District may take out worker's compensation insurance to cover any compensation which the District might be liable to pay under the provisions of the Act, by reason of any employee of the Contractor being injured or killed, and deduct and retain the amount of the premiums for such insurance from any sums due the Contractor under the Contract, or otherwise recover that amount from the Contractor or the Surety.

3) If an injury occurs to any employee of the Contractor for which the employee, or the employee's dependents in the event of the employee's death, is entitled to compensation under the provisions of the Act, or for which compensation is claimed from the District, the District may retain from the sums due the Contractor under this Contract an amount sufficient to cover such compensation, as fixed by the Act, until such compensation is paid, or until it is determined that no compensation is due, and if the District is compelled to pay such compensation, it will deduct and retain from such sums the amount so paid, or otherwise recover this sum from the Contractor or its Surety.

4) The policies represented by the certificates shall be endorsed with a Waiver of Subrogation and must contain the provision (and the certificates must so state) that the insurance cannot be canceled until thirty (30) days after written notice of intended cancellation has been given to the District by certified mail.

12. CODES AND REGULATIONS

a. The Contractor shall be knowledgeable regarding and shall comply with applicable portions of California Code of Regulations Title 24, the applicable Building Code, and all other codes, ordinances, regulations or orders of properly constituted authority having jurisdiction over the work of this Project. The Contractor shall examine the Contract Documents for compliance with these codes and regulations and shall promptly notify the Architect of any discrepancies.

b. All work and materials shall be in full accordance with the latest rules and regulations of the Safety Orders of the Division of Industrial Safety and the applicable State laws and/or regulations. Nothing in the Project plans or Specifications is to be construed to permit work not conforming to the applicable Codes. Buildings and/or all other construction covered by this Contract shall meet all the regulations for access by the physically handicapped as administered by the Division of the State Architect and as may be required by federal or state law.

c. If the work under this Contract is for the construction of a school building as defined by the Education Code, then the following provisions shall apply to the Contract:

1) All work shall be executed in accordance with the current requirements of the Education Code and California Code of Regulations: Title 24 and Title 19. No deviations from the DSA approved plans and Specifications will be permitted except upon a Change Order or Addenda, signed by the District and Architect and approved by the Division of the State Architect and the State Fire Marshal, if applicable.

2) The Division of the State Architect shall be notified 48 hours in advance of the first pour of concrete.

13. PERMITS AND TAXES

a. The Contractor shall obtain and pay for all permits, fees and licenses that are required in order to perform the work under this Contract. The District shall pay connection charges and meter costs for new permanent utilities required by these Contract Documents. The Contractor shall notify the District sufficiently in advance to submit requests for service to the appropriate utility companies so as to insure connections or installation of utility services in accordance with the Project schedule.

b. The Contractor shall pay for all taxes on materials and equipment. The District is exempt from Federal Excise Tax. Contractor shall not pay Federal Excise Tax on any item in this Contract.

14. PATENTS AND ROYALTIES

All fees or claims for patents, royalties or licenses on materials, equipment or processes used in the performance of work on this Project shall be included in the amount of the Bid. The Contractor shall indemnify, defend, and hold harmless the District, its Governing Board, the Architect, and their

officers and employees, from all claims or liability, including costs and expenses, which may arise from the use on this Project of any patented or copyrighted materials, equipment, or processes.

15. SAFETY AND FIRE PREVENTION

a. The Contractor, Subcontractors and all of their agents and employees shall fully comply with all of the provisions and requirements of CAL/OSHA, Title 8, California Code of Regulations and all other safety codes applicable to the Project, including but not limited to, all federal, state, local and District ordinances and protocols relating to COVID-19. The Contractor shall take thorough precautions at all times for the protection of persons and property, and shall be liable for all damages to persons or property, either on or off the site, which occur as a result of Contractor's prosecution of the work. The Contractor shall obtain permits for, install and maintain in safe condition barricades, walkways, fences, railings, and whatever other safeguards that may be necessary to protect persons and property from damage as a result of the construction under this Contract.

b. The Contractor, in performing services under this Contract, agrees to strictly, and without exception, follow all local, state and federal guidelines and protocols regarding COVID, including all District policies and procedures.

c. Contractor is required to ensure Material Safety Data Sheets ("MSDS") are available in a readily accessible place at the work site for any material requiring a MSDS pursuant to the federal "Hazard Communication" standard or employee "right to know" laws. Contractor is also required to ensure proper labeling on materials brought on the job site such that any person working with the material or within the general area of the material is informed of the hazards of the material and follows proper handling and protection procedures. A copy of the MSDS shall also be promptly submitted directly to the District.

d. Contractor shall not endanger any work by cutting, excavating, or otherwise altering the work and shall not cut or alter the work of any other contractor except with the written consent of the Architect, nor overload any new or existing structures by the placing or storage of materials, equipment, or other items thereon, and, if necessary, shall provide calculations proving the safety in so doing.

e. If it is necessary to work at night, or where daylight is obscured, the Contractor shall provide and maintain lighting of an adequate level to properly prosecute the work, to permit the thorough inspection of same, and to ensure the safety to workers and others.

f. Contractor shall take extraordinary care to prevent fires and keep all flammable materials and oily rags in tightly closed metal containers. Contractor shall exercise particular care when welding or cutting, and with regard to the disposition of waste materials, the nature and quantity of which might create or increase a fire hazard.

16. HAZARDOUS MATERIALS

Unless otherwise specified, this Contract does not include the removal, handling, or disturbance of any hazardous substances or materials encountered in the new construction or on the Project grounds. If such substances or materials are encountered, work shall cease in that area and the District shall be promptly notified to take appropriate action for removal or otherwise abating the condition in accordance with current regulations applicable to the District.

a. General

1) No asbestos, asbestos-containing products or other hazardous materials shall be used in this construction or in any tools, devices, clothing or equipment used to further this construction.

2) Asbestos and/or asbestos containing products shall be defined as all items containing but not limited to chrysotile, crocidolite, amosite, anthophyllite, tremo-lite or actinolite.

3) Any or all material containing greater than one tenth of one percent (>.1%) asbestos shall be defined as asbestos-containing material.

4) Any disputes involving the question of whether or not material contains asbestos shall be settled by electron microscopy; the cost of any such tests shall be paid by the Contractor.

5) All work or materials found to contain asbestos or work or material installed with asbestos containing equipment will be immediately rejected and this work shall be removed by the Contractor at no additional cost to the District.

b. Decontamination and Removal of hazardous material from prior work

1) Decontamination and removal of work found to contain asbestos or work installed with asbestos containing equipment shall be done only under the supervision of a qualified consultant, knowledgeable in the field of asbestos abatement and accredited by the Environmental Protection Agency ("EPA").

2) The asbestos removal contractor shall be an EPA-accredited contractor qualified in the removal of asbestos subject to the approval of the District.

3) The asbestos consultant shall be chosen and approved by the District which shall have sole discretion and final determination in this matter.

4) The work will not be accepted until asbestos contamination is reduced to levels deemed acceptable by the asbestos consultant.

c. Hold Harmless

1) Interface of work under this Contract with work containing asbestos shall be executed by the Contractor at Contractor's risk and at Contractor's discretion with full knowledge of the currently accepted standards, hazards, risks and liabilities associated with asbestos work and asbestos containing products. By execution of this Contract the Contractor acknowledges the above and agrees to hold harmless, as set forth in the indemnity provisions of this Contract, the Owner, its employees, agents and assigns for all asbestos liability which may be associated with this work and agrees to instruct Contractor's employees and agents with respect to the above-mentioned standards, hazards, risks and liabilities.

2) The Contractor shall, prior to commencement of this work, provide a duly signed and notarized affidavit that Contractor has instructed Contractor's employees and agents with respect to the above mentioned standards, hazards, risks and liabilities and the contents and requirements of this portion of the Contract Documents.

d. Certification

The Contractor agrees that materials containing asbestos or other hazardous materials as defined in Federal and State law shall not be used in construction.

17. TEMPORARY FACILITIES

a. The Contractor shall obtain permits for, install and maintain in safe condition all scaffolds, hoisting equipment, barricades, walkways, or other temporary structures that may be required to accomplish the work. Such structures shall be adequate for the intended use and capable of safely accepting all loads that may be imposed upon them. They shall be installed and maintained in accordance with all applicable codes and regulations.

b. The Contractor shall provide and maintain temporary heat from an approved source whenever in the course of the work it may become necessary for curing, drying or warming spaces as may be required for the proper installation of materials or finishes. The Contractor shall provide and maintain any and all facilities that may be required for dewatering in order that work may proceed on the Project. If it is necessary for dewatering to occur continually, the Contractor shall have on hand whatever spare parts or equipment that may be required to avoid interruption of service or work.

c. The Contractor shall promptly remove all such temporary facilities when they are no longer needed for the work or on completion of the Project. The Contractor shall repair any damage to premises or property which resulted from the construction, use, or removal of temporary facilities and shall restore the premises and property to their original condition.

d. See the Supplemental General Conditions and/or specifications for requirements concerning temporary sanitary facilities and utilities.

18. SIGNS

No signs may be displayed on or about the District's property (except those which may be required by law) without the District's prior written approval of size, content and location. Any signs required by the District will be designated in the Supplemental General Conditions.

19. TIME

a. The Contractor shall commence the work on the date indicated in the Notice to Proceed. Time is of the essence regarding the Contract work, and the Contractor shall prosecute the work diligently and regularly at such a rate of progress as to ensure completion of this Project within, or sooner than, the time specified.

b. The Contractors and Subcontractors shall investigate and become aware of the amount of time required for the delivery of all equipment and materials required to perform the work under this Contract, and no extension of time shall be granted due to failure to order the equipment and materials sufficiently before their incorporation into the work so as to avoid delay to the Project.

c. The Contractor and Subcontractors shall provide and maintain enough manpower, materials and equipment to ensure a rate of construction progress that will complete the Project within or sooner than the time specified and according to the schedule of work. If, in the District's opinion, the Contractor and/or Subcontractors are not prosecuting the work at a sufficient rate of progress to meet the Project schedule, the District may direct the Contractor to provide additional manpower, materials or equipment, or to work additional hours, holidays or weekends without additional cost to the District until the work is progressing in a manner satisfactory to the District. Failure to prosecute the work in a timely manner according to the Project schedule is considered a breach of Contract and shall be cause for termination of the Contract.

20. CONSTRUCTION SCHEDULE

a. Within fifteen (15) calendar days after the award of the Contract, the Contractor shall prepare and submit to the Architect and District an as-planned construction schedule showing in detail how the Contractor plans to prosecute the work within the time set for Final Completion. The schedule shall include the work of all trades necessary for construction of the Project, and shall be sufficiently complete and comprehensive to enable progress to be monitored on a day-by-day basis. The information for each activity shall include at a minimum the activity description, duration, start date and completion date.

b. The Contractor shall take care in the preparation of the schedule to ensure that it represents an accurate and efficient plan for accomplishing the work. If the Project is more than one week behind schedule, it must be promptly revised showing how the Contractor plans to complete the work, but in no case shall it show a completion date later than that required by the Contract, unless a time extension has been granted. The current schedule shall be kept posted in the Contractor's project office on site.

c. The Contractor shall be responsible for the coordination of all work necessary and pertaining to the construction whether actually a part of this Contract or attendant thereto. The Contractor shall notify the District and various utility companies, as far as possible in advance of their required work, in order that work schedules may be developed for all concerned, which will permit the most effective and timely accomplishment of the entire Project.

21. DELAYS AND TIME EXTENSIONS

a. The Contractor may be granted a time extension if the Contractor encounters an unavoidable delay of the work due to causes completely beyond the Contractor's control and which the Contractor could not have avoided by the exercise of reasonable care, prudence, foresight and diligence. Causes for which a claim for extension of time may be made include: acts of the public enemy, acts of another contractor in the performance of another contract with the District, priority of a governmental agency for materials or equipment, fire, flood, violent wind storm, epidemic, quarantine restriction, strike, freight embargo, or weather of an unusually severe nature. The Contractor will not be granted time extensions for weather conditions which are normal for the location of the Project, according to the U. S. Weather Bureau Records.

b. A request for extension of time and compensation related thereto shall be made in writing to the Architect and District within ten (10) calendar days of the date the delay is encountered, or shall be deemed waived. The request shall include a detailed description of the reasons for the delay and corrective measures by the Contractor. The request shall be accompanied by evidence that the insurance policies required by the Contract shall be in effect during the requested additional period of time. In order for the Architect to consider a request for time extension, the Contractor must prove that the reasons stated for the delay actually caused a delay in portions of the work which will result in completion beyond the date specified in the Contract. The Contractor may also be granted a time extension for a significant change in the scope of work which request for extension of time shall be included in the Proposed Change Order Form.

c. No damages or compensation or any kind shall be paid to a Contractor because of delays in the progress of work, whether such delays be avoidable or unavoidable, that are not the responsibility of District. District's liability to Contractor for delays for which District is responsible shall be limited to an extension of time unless such delays were unreasonable under the circumstances involved and were not within the contemplation of the parties when the Contract was awarded. The Contractor shall provide to the District the actual, substantiated costs to Contractor for which the Contractor may claim damages from District. Such costs, if any, shall be directly related to the Project, and shall not include costs that would be borne by the Contractor in the regular course of business, including, but not limited to, office overhead and ongoing insurance costs. Delay damages shall not include Contractor or Subcontractor markup for overhead and profit, but only actual, documented, and direct actual costs. The District shall not be liable for any damages which the Contractor could have avoided by any reasonable means including, but not limited to, the more judicious handling of forces or equipment.

d. The granting of an extension of time because of unavoidable delays shall in no way operate as a waiver on the part of the District of the right to collect liquidated damages for other delays or of any other rights to which the District is entitled.

22. LIQUIDATED DAMAGES

a. The parties understand and agree that the goodwill, educational process, and other business of District will be damaged if the Project is not completed within the time limits required. The parties have further agreed that the exact amount of damages for failure to complete the Work within the time specified is, in some cases, extremely difficult, impractical, or impossible to determine. As to those damages that are difficult, impractical, or impossible to determine, Should the Contractor fail to achieve Final Completion of this Contract within the time fixed for Final Completion, together with extensions granted by the District for unavoidable delays, Contractor shall become liable to the District in the amount specified in the Contract per calendar day for each day the Contract remains incomplete beyond the time for Final Completion, as liquidated damages and not as a penalty. Contractor shall not be charged with liquidated damages when the delay in completion of the work beyond the time for Final Completion is due to acts of the District.

b. Any money due or to become due the Contractor may be retained to cover liquidated and other delay damages. Should such money not be sufficient to cover those damages, the District shall have the right to recover the balance from the Contractor or Contractor's sureties.

c. Should the District authorize suspension of the work for any cause, the time work is suspended will be added to the time for completion. Suspension of the work by the District shall not be a waiver of the right to claim liquidated or other delay damages as set forth in this section.

23. DISTRICT'S RIGHT TO STOP WORK; TERMINATION OR SUSPENSION OF THE CONTRACT

a. District's Right to Stop Work:

In addition to or as an alternative to any and all other remedies available to the District, if the Contractor fails to correct work which is not performed in accordance with the Contract Documents, or if the Contractor persistently fails to perform the work in accordance with the Contract Documents, the District may by written order direct the Contractor to stop the work, or any portion thereof, until the cause for such order has been eliminated to the satisfaction of the District. However, the right of the District to stop the work shall not give rise to a duty on the part of the District to exercise this right for the benefit of the Contractor or any other person or entity, and the failure of the District to do so shall not be raised as a defense to the Contractor's failure to perform the work in accordance with the Contract Documents.

b. Termination for Cause:

1) If the Contractor refuses or fails to furnish sufficient materials, work force, equipment, and appurtenances to properly prosecute the work in a timely manner, or if Contractor refuses or fails to comply with any provisions of the Contract Documents, or if Contractor should file a bankruptcy petition or make a general assignment for the benefit of Contractor's creditors or if a receiver should be appointed on account of Contractor's insolvency, then the District may give the Contractor and Contractor's Surety written notice of intention to terminate the Contract. Unless within seven (7) calendar days after the serving of such notice upon the Contractor and Contractor's Surety such violation shall cease and arrangements for correction of such conditions shall be made satisfactory to the District, the Contract shall cease and terminate. In the event of such termination, the District shall immediately serve written notice thereof upon the Contractor and Contractor's Surety.

2) In the event of termination for cause, in addition to all remedies available to the District, the Contractor's Surety shall have the right to take over and perform the Contract; provided, however, that if the Surety does not commence performance within five (5) calendar days from the date of the issuance of such notice of termination, the District may take over the work and prosecute the same to completion by letting another Contract, or by any other method that the District deems advisable. The Contractor and Contractor's Surety shall be liable for any excess cost incurred by the District thereby, and in any such event the District may take possession of such materials, equipment, and other property belonging to the Contractor as may be on the site and use same in completing the work.

c. Termination or Suspension for Convenience:

The District reserves the right, in its sole discretion, to terminate or suspend all or part of the Contract for convenience following three (3) days written notice to the Contractor. In the event of termination or suspension for convenience, Contractor shall have no claims against the District, except:

1) The actual cost of labor, materials and services provided pursuant to the Contract, and which have not yet been paid for, as documented by timesheets, invoices, receipts and the like; and

2) Five percent (5%) of the total cost of the work performed as of the date of notice of termination or suspension or five percent (5%) of the value of the work yet to be completed, whichever is less. The parties agree that this amount shall constitute full and fair compensation for all Contractors lost profits and other damages resulting from the termination or suspension for convenience.

24. ASSIGNMENT OF CONTRACT

The Contractor may not assign or delegate all or any portion of this Contract without the written consent of the District and no such consent shall be given which would relieve the Contractor or its Surety of their responsibilities under the Contract. The Contractor may assign, without liability to the District, monies due the Contractor under the Contract to banks, trust companies or other financial institutions provided written notice thereof is promptly delivered to the District. Assignment of monies earned by the Contractor shall be subject to the same retention as other payments made to Contractor, and shall also be subject to setoffs and back charges as provided by this Contract.

25. COORDINATION WITH OTHER CONTRACTS

a. The District reserves the right to do other work or award other contracts in connection with this Project. By entering into this Contract, Contractor acknowledges that there may be other contractors on or adjacent to the Project site whose work must be coordinated with that of its own. Contractor expressly warrants and agrees that it will cooperate with other contractors and will do nothing to delay, hinder, or interfere with the work of other contractors, or that of the District, its Architect and Construction Manager. Contractor also expressly agrees that in the event its work is hindered, delayed, interfered with, or otherwise affected by a separate contractor, its sole remedy will be a direct action against the separate contractor. To the extent allowed by law, the Contractor expressly waives any remedy against the District, its Architect and Construction Manager on account of delay, hindrance, interference or other such events caused by a separate contractor.

b. If any part of Contractor's work depends upon the work of a separate contractor, Contractor shall inspect such other work and promptly report in writing to the District and Architect any defects in such other work that render it unsuitable to receive the work of Contractor. Failure of the Contractor to so inspect and report shall constitute an acceptance of the other contractor's work, except as to defects which the Contractor could not have detected through the reasonable inspection of the other contractor's work prior to the execution of Contractor's work.

c. If Contractor is aware of a current or potential conflict between Contractor’s work and the work of another contractor on the site, and is unable to informally resolve the conflict directly with the other contractor, Contractor shall promptly provide written notice to the District, with a copy to the Architect and the other contractor, specifying the nature of the conflict, the date upon which the conflict arose, and the steps taken to attempt to resolve the conflict. The District may issue written instructions to address the conflict.

d. If, through Contractor’s negligence, any other contractor or subcontractor shall suffer loss or damage to the work, Contractor shall make a reasonable effort to settle with such other contractor and subcontractor by agreement or arbitration. If such other contractor or subcontractor shall assert any claim against the District or Architect, on account of any damage alleged to have been so sustained, the District or Architect shall notify the Contractor, who shall defend such proceedings at Contractor’s own expense and save harmless and indemnify the District and the Architect from any such claim.

26. SUBMITTALS: SHOP DRAWINGS, CUTS AND SAMPLES

a. Five (5) copies of shop drawings, brochures and cuts and samples in quantities specified by the Architect shall be submitted to the Architect for all items for which they are required by the plans and Specifications. Prior to transmittal, the Contractor shall examine all submittals for accuracy and completeness in order to verify their suitability for the work and compliance with the Contract Documents and shall sign and date each submittal. Submittals shall be made sufficiently before the items are required for the work so as to cause no delay and shall be in accordance with the Project construction schedule.

b. In addition to information furnished as common practice, submittals shall contain the Project name and location, Contractor's name and address, Subcontractor's or supplier's name and address, date of submittal and any revisions, and reference to appropriate specification section, and/or drawing and detail numbers. The Contractor and/or the Subcontractors shall verify in the field all dimensions and relationships to adjacent work necessary to ensure the proper fit of the items submitted. If necessary, the Contractor shall make any corrections required and resubmit with all due haste in the same number as initially required.

c. Review of submittals, shop drawings, cuts or samples by the District or Architect shall not relieve the Contractor from complying with the requirements of the Contract Documents.

d. Any materials or equipment installed without approval shall be at the Contractor's own risk, and Contractor may be required to remove any such materials or equipment and install the specified items at Contractor’s own cost, including repairs to adjacent work.

27. PAYMENTS

a. Cost Breakdown:

Prior to submitting Contractor’s first request for payment, the Contractor shall prepare and submit to the Architect and District a cost breakdown (schedule of values) showing the major work items for each trade or operation required in construction of the Project. The work items shall be sufficiently detailed to enable the Architect to accurately evaluate the completion percentages requested by the Contractor. The cost for each work item shall include overhead and profit. The total of all work item costs shall equal the amount of the Contract.

b. Scope of Payment:

Payment to the Contractor at the unit price or other price fixed in the Contract for performing the work required under any item or at the lump sum price fixed in the Contract for performing all the work required under the Contract shall be full compensation for furnishing all labor, materials, equipment and tools necessary to the work, and for performing and completing, in accordance with the Specifications, all work required under the item or under the Contract, and for all expense incurred by the Contractor for any purpose in connection with the performance and completion of the work.

c. Progress Payments:

The Contractor will, on or about the last day of each month, make an estimate of the value of the work completed by Contractor in the performance of the Contract. These estimates shall be subject to the review and approval of the Architect. The first such estimate will be of the value of the work completed after the Contractor commenced the performance of the Contract, and every subsequent estimate, except the final estimate, will be of the value of the work completed since the immediately preceding estimate. Such estimates will be based on labor, materials and equipment incorporated into the work, and items of materials and equipment delivered to the Project. The Contractor shall be responsible for the security and protection of such materials and equipment delivered to the Project and not incorporated in the work. Within thirty (30) calendar days after the approval of each estimate for progress payment, the District will pay to the Contractor an amount equal to ninety five (95) percent of the approved estimate, unless a different retention percentage is stated in the Notice Inviting Bids, in which case that percentage applies. Payments may at any time be withheld if in the judgment of the District the work is not proceeding in accordance with the Contract Documents, the Contractor is not complying with the requirements of the Contract, stop notices have been timely filed, the estimate contains an error, or the District has incurred costs or requests reasonable financial assurances regarding defective work by the Contractor.

d. Final Payment:

Within thirty (30) days after all required work is fully completed in accordance with the Contract Documents, the Contractor shall submit a final invoice for the total value of the work completed in accordance with the Contract, which shall be subject to review and approval by the District. As required by law, District shall pay Contractor the unpaid balance of the Contract price of the work, or the whole Contract price of the work if no progress payment has been made, determined in accordance with the terms of the Contract, less such sums as may be lawfully retained under any provision of the Contract, including, but not limited to, amounts retained as liquidated damages, for stop notices, for third-party claims for which the Contractor is required to indemnify the District, for defective work and costs incurred by the District in connection therewith, or for other such claims and damages attributable to the Contractor ("Final Payment"). Prior progress estimates and payments are subject to correction in the Final Payment. Tender of the Final Payment shall constitute denial by the District of any unresolved claim. Contractor's acceptance of the Final Payment shall operate as a full and final release to the District and its agents from any and all unasserted claims Contractor has, or may have, related to this Contract.

e. Payments Do Not Imply Acceptance of Work:

The granting of any progress payment or payments by the District or the receipt thereof by the Contractor shall not constitute acceptance of the work or of any portion thereof, and shall in no way lessen the liability of the Contractor to replace unsatisfactory work or material, whether or not the unsatisfactory character of such work or material was apparent or detected at the time such payment was made.

f. Retention of Sums Charged Against Contractor:

It is mutually understood and agreed that when under any provision of this Contract the District shall charge any sums of money against the Contractor, the amount of such charge shall be deducted and retained by the District from the amount of the next succeeding progress estimate, or from any other monies due or that may become due the Contractor on account of the Contract. If on completion or termination of the Contract such monies due the Contractor are found insufficient to cover the District's charges against the Contractor, the District shall have the right to recover the balance from the Contractor or the Contractor's Sureties.

g. Release:

The Contractor and each assignee under an assignment in effect at the time of Final Payment shall, if required by the District, execute and deliver at the time of Final Payment and as a condition precedent to Final Payment, a release in form and substance satisfactory to and containing such exemptions as may be found appropriate by the District, discharging the District, its officers, agents and employees of and from liabilities, obligations and claims arising under this Contract.

h. Payment to Subcontractors and Suppliers:

The Contractor shall pay each Subcontractor and supplier promptly on receipt of each progress payment from the District for the materials, labor and equipment delivered to the site or incorporated in the work by each Subcontractor during the period for which the progress payment is made, less any retention as provided above.

i. Stop Notice Costs:

The District reserves the right to charge the Contractor or Surety, or to withhold from release of retention, all costs incurred by the District, including attorney's fees, for processing and defending stop notice claims.

28. MODIFICATIONS OF CONTRACT

a. Changes In The Work:

1) The District, before the date of acceptance of the work, may, without notice to the Sureties, order changes in the work ("Modifications"), may order extra materials and extra work in connection with the performance of the Contract, and the Contractor shall promptly comply with such orders. All Modifications must be approved by DSA and the State Fire Marshall, if applicable, as required by law.
2) If changes ordered in design, workmanship or materials are of such a nature as to increase or decrease the cost of any part of the work, the price fixed in the Contract shall be increased or decreased by such amount as represents the reasonable and

proper allowance for the increase or decrease in the cost of the work in accordance with the provisions of this Article, and any other applicable terms of the Contract, including, but not limited to, the Contractor's schedule of values and the price for allowances, if any. Except as provided by law, the total cost of all Modifications shall not exceed ten (10) percent of the original Contract price.

3) In the case of a disputed work item, the District may direct the Contractor to perform the disputed work at no additional cost to the District on the grounds that the work is adequately indicated in the Contract Documents, and therefore already included in the Contract price. If the Contractor maintains that the disputed work represents a modification to the Contract, Contractor may submit a claim in accordance with Article 50, Resolution of Construction Claims. Notwithstanding any dispute regarding the requirements of the Contract Documents, Contractor shall promptly and fully comply with the District's directive. Contractor's failure to do so shall be deemed a material breach of this Contract, and in addition to all other remedies, District may, at its sole discretion, hire another contractor and/or use its own forces to complete the disputed work at Contractor's sole expense, and may deduct the cost of such work from the Contract price.

b. Cost Breakdown:

When the Modification is proposed, the Contractor shall furnish a complete breakdown of actual costs of both credits and extras, itemizing materials, labor, taxes, overhead and profit using the Proposed Change Order Form. Subcontract work shall be so indicated. All costs must be fully documented. The following limitations shall apply:

1) Change Order Certification:

All change orders and requests for proposed change orders shall be deemed to include the following certification by the Contractor:

"The undersigned Contractor approves the foregoing as to the changes in work, if any, and as to the Contract price specified for each item and as to the extension of time allowed, if any, for completion of the Project as stated herein, and agrees to furnish all labor, materials, and service and to perform all work necessary to complete any additional work specified for the consideration stated herein. Submission of claims which have no basis in fact or which Contractor knows are false are made at the sole risk of the Contractor and may be a violation of the False Claims Act, as set forth in Government Code §§12650 *et seq*. It is understood that the changes to the Contract Documents set forth herein shall only be effective upon approval by the Governing Board of the District.

"It is expressly understood that the value of the extra work or changes expressly includes any and all of the Contractor's costs and expenses, both direct and indirect, resulting from additional time required on the Project or resulting from delay to the

Project. Any costs, expenses, damages, or time extensions not included herein are deemed waived."

e. Oral Modifications:

No oral statements of any person shall in any manner or degree modify or otherwise affect the terms of the Contract.

29. INDEMNITY

Contractor shall defend with counsel acceptable to the District, indemnify and hold harmless to the full extent permitted by law, the District and its Board of Trustees, officers, agents, Architect, construction manager, employees and volunteers from and against any and all liability, loss, damage, claims, expenses, fines, judgments and costs (including, without limitation, attorney's fees and costs and fees of litigation) (collectively, "Liability") of every nature arising out of or in connection with Contractor's performance of the Project or its failure to comply with any of its obligations contained in these Contract Documents, except such Liability caused by the active negligence, sole negligence or willful misconduct of the District. Such indemnification shall extend to all claims, demands, or liabilities occurring after completion of the project as well as during the progress of the work. Pursuant to Public Contract Code §9201, District shall timely notify Contractor of receipt of any third-party claim relating to this Project.

30. WARRANTY OF TITLE

Contractor warrants that title to all work, materials or equipment included in a request for payment shall pass and transfer to the District whether or not they are installed or incorporated in the Project, free from any claims, liens or encumbrances, when such payment is made to the Contractor. Contractor further warrants that no such work, materials or equipment have been purchased for work under the Contract subject to an agreement by which an interest therein or an encumbrance thereon is retained by the seller or supplier.

31. USE OF COMPLETED PARTS OF THE WORK BEFORE ACCEPTANCE

Whenever the work or any part thereof is in a condition suitable for use, and the best interest of the District requires such use, as determined by the District, the District may take possession of, connect to, open for public use, or use the work or a part thereof. When so used, maintenance and repairs due to ordinary wear and tear or vandalism will be made at District's expense. The use by the District of the work or part thereof as contemplated in this section shall in no case be construed as constituting acceptance of the work or any part thereof, including, but not limited to, the right to assess liquidated damages. Such use shall neither relieve the Contractor of any of Contractor's responsibilities under the Contract nor act as a waiver by the District of any of the conditions thereof. Contractor shall continue to maintain all insurance, including Builder's Risk insurance, on the entire Project, and diligently pursue full completion of the work.

32. GUARANTEE AND WARRANTY

a. By signing this Contract, Contractor agrees to the following guarantee and warranty:

Guarantee & Warranty

Contractor hereby guarantees and warrants its work on the Project for a period of two (2) years from the date of the filing of the Notice of Completion as follows.

Contractor shall promptly repair or replace to the satisfaction of the District any or all work that appears defective in workmanship, equipment and/or materials for whatever reason, ordinary wear and tear and unusual abuse or neglect excepted, together with any other work which may be damaged or displaced in so doing.

Contractor agrees to promptly correct and remedy any failure by the Contractor to conform its work, activities and services to the requirements of the Contract Documents.

In the event of the Contractor's failure to comply with the above-mentioned obligations within the ten (10) calendar days of notice, or sooner if required by an emergency, Contractor hereby authorizes the District to have the defects or deficiencies repaired, remedied, corrected and made good at Contractor's expense, and Contractor shall pay the costs and charges therefore upon demand. The Surety agrees to be responsible for these costs and charges as well.

33. PROTECTION OF WORK AND PROPERTY

a. The Contractor shall be responsible for each operation and all work on the Project, both permanent and temporary. The Contractor shall protect the work and materials from damage due to negligence, the action of the elements, the carelessness of third parties, vandalism, or any other cause whatsoever, until the final completion and acceptance of the Project. Should improper work by the Contractor be covered by another contractor and damage or defects result, the whole work affected shall be made good by the Contractor to the satisfaction of the Architect and District without expense to the District. The Contractor shall take reasonable care to avoid damage to existing facilities or utilities, whether on the Project or adjacent to it, and Contractor shall be liable for any damage thereto or interruption of service due to Contractor's operations. If the Contractor encounters any facilities or utilities not shown on the drawings or not reasonably inferable therefrom, Contractor shall promptly notify the Architect about them, and shall do no further work which may cause damage to same. If it is determined that some action needs to be taken regarding facilities not shown, the Contractor will be given directives on what action to take, and any additional cost to the Contractor incurred thereby will be handled by Change Order.

b. The property limits of the area of the Project are indicated on the drawings. Except for work specifically shown or noted, Contractor shall confine Contractor's operations within the indicated property limits. The Contractor shall provide, install, and maintain all shoring, bracing and underpinning necessary to support adjacent property, streets, buildings and structures, that may be affected by building operations for this work; shall serve or cause to be served all legal notices to adjoining property owners that may be necessary for their protection; and shall protect from damage all adjacent buildings, fences, landscaping, and repair or replace any such property damaged in the course of work under the Contract.

34. USE OF ROADWAYS AND WALKWAYS

The Contractor shall not unnecessarily interfere with use of any roadway, walkway or other facility for vehicular or pedestrian traffic by any party entitled to use it. Wherever such interference becomes necessary for the proper and convenient performance of the work and no satisfactory detour route exists, the Contractor shall, before beginning the interference, provide a satisfactory detour, temporary bridge, or other proper facility for traffic to pass around or over the interference and shall maintain it in satisfactory condition as long as the interference continues, all without extra payment unless otherwise expressly stipulated in the Contract Documents.

35. MATERIALS

a. Unless explicitly stated otherwise, all specified equipment and material comprising the work of this Contract, as being provided or furnished or installed, shall imply the inclusion of all components, hardware and accessories, required for complete installation and satisfactory operation as intended by the manufacturer. Wherever the method of installation of any material is not explicitly specified, the installation shall be as recommended by manufacturer.

b. Wherever in the Contract Documents it is provided that the Contractor shall furnish materials or equipment for which no detailed specifications are set forth, such materials or equipment shall be new and of the best grade for the purpose for which they will be used when incorporated in the work. Materials specified by reference to a number or symbol of a specific standard, such as A.S.M., Federal Specification, State Standard, Trade Association, or similar standards, shall comply with requirements in the latest revision thereof and any amendment or supplement in effect on the date of the notice inviting bids.

c. None of the materials to be provided furnished or installed on this project shall contain asbestos or any other "hazardous substance" as that term is defined by federal or state law.

36. SUBSTITUTIONS

a. Wherever in the drawings or Specifications a material or product is called for by trade or brand names or manufacturer and model number, alternative items of equal quality and purpose may be proposed for use by the Contractor. The burden of proof of equality is on the Contractor, and Contractor shall furnish all information and supplies necessary for the Architect to make a thorough evaluation of the proposed substitution. The Architect's

decision about the equality of the proposed substitution is final, and if the proposed substitution is not approved, the Contractor shall install the item called for. Proposed substitutions and any changes in adjacent work caused by them shall be made by the Contractor at no additional cost to the District.

b. Proposed substitutions shall be submitted sufficiently before actual need to allow time for thorough evaluation. Substitutions shall not be proposed for the reason that submittals were not made early enough to avoid delay. Architect's review of substitutions shall not relieve the Contractor from complying with the requirements of the drawings and Specifications.

c. In the event Contractor makes substitutions in materials, equipment, or designs, with or without the District's approval, other than those authorized herein, the Contractor shall then assume full responsibility for the effects of such substitutions on the entire Project, including the design, and shall reimburse the District for any charges resulting from such substitutions, including any charges for modifications in the work of other trades, and including any charges for additional design and review, plus reasonable and customary mark-ups.

37. TESTING

a. Materials, equipment, or other work requiring tests may be specified in the Contract Documents, and they shall be adequately identified and delivered to the site in ample time before intended use to allow for testing. If such materials, equipment or other work should be covered without required testing and approval, they shall be uncovered at the Contractor's expense, including any repairs or replacement resulting therefrom. The Contractor shall notify the District and Architect when and where such materials, equipment or other work are ready for testing, and Contractor shall bear the cost of making them available for testing. The Contractor shall notify the District and Architect sufficiently before the need for testing so as to cause no delay in the work and, in any case, at least forty-eight (48) hours prior to the need for testing.

b. The cost of initial tests called for will be paid by the District and will be performed by independent testing consultants retained by the District, but if so specified by the District, the amount paid or a portion thereof may be collected from the Contractor. All other tests and inspections specified or otherwise required to substantiate compliance with specified requirements for quality of material or performance of operation shall be paid for by the District, but if so specified by the District, the amount paid may be collected from the Contractor. If retesting or additional testing is necessary because of substandard initial test results, the costs thereof shall be paid by the District, but if so specified by the District, the amount paid may be collected from the Contractor, including any repairs or replacement resulting therefrom.

38. INSPECTION

a. All materials, equipment and workmanship used in the work of the Project shall be subject to inspection or testing at all times and locations during construction and/or manufacture. The District's and Architect's authorized representatives and representatives of other agencies having authority over the work shall have access to the work for the above purposes at all reasonable times and locations. Any material or work found to be unsatisfactory or not according to the Contract Documents shall be replaced with the correct material or work and the defective items promptly removed, all at the Contractor's expense, when directed to do so by any of the above-named persons having authority over the work. The cost of review time and analysis by the Architect or other District consultants necessitated by incomplete or defective work by the Contractor shall be charged to the Contractor.

b. Inspection and testing by the District or its representatives shall not relieve the Contractor from complying with the requirements of the Contract Documents. The Contractor is responsible for its own quality control.

c. Whenever required by the District or Architect, the Contractor shall furnish all tools, labor and materials necessary to make an examination of work in place by uncovering the same. Should such work be found unsatisfactory, the cost of examination and reconstruction shall be paid by the Contractor. Should such work be found satisfactory, the cost of examination and reconstruction of the work shall be paid by Change Order unless the Contractor improperly covered the work before it could be inspected or tested. If the Contractor considers it necessary or desirable to work on Saturday, Sunday or a holiday, Contractor shall seek written approval from the District at least forty-eight (48) hours before the commencement of such work.

39. CLEANUP

a. The Contractor shall maintain the premises and area of the work in a neat and clean condition. No burning of rubbish on site shall be allowed. The Contractor shall control dust on the site by sprinkling at whatever intervals are necessary to keep it laid down and shall take measures to prevent dust and debris from being accidentally transported outside the area of the work.

b. Final cleaning, such as sweeping, dusting, vacuuming, dry and wet mopping, polishing, sealing, waxing and other finish operations normally required on newly installed work shall be taken to indicate the finished conditions of the various new and existing surfaces at the time of acceptance. Prior to the time of acceptance, all marks, stains, fingerprints, dust, dirt, splattered paint and blemishes resulting from the various operations shall be removed throughout the Project. Stair treads and risers shall be wet-mopped. Glass shall be left clean and polished both inside and outside. Plumbing fixtures and light fixtures shall be washed clean. Hardware and other unpainted metals shall be cleaned and all building papers and other temporary protections shall be removed throughout the building, or portion of the building where Contractor was involved, all to the satisfaction of the Architect and District. The exterior of the buildings, playfields, exterior improvements, and planting spaces and other work areas shall be similarly clean and in good order.

40. CONSTRUCTION WASTE MANAGEMENT REQUIREMENTS

a. Scope

1) This Article includes requirements for the diversion by the Contractor of construction and demolition debris from landfills. The Contractor shall develop and implement a Waste Management Plan as specified herein. The Contractor shall take a pro-active, responsible role in the management of construction and demolition waste and require all subcontractors, vendors, and suppliers to participate in the effort.

2) The District has established that this Project shall generate the least amount of waste practicable and that processes shall be utilized that ensure the generation of as little waste as possible due to over-packaging, error, poor planning, breakage, mishandling, contamination or other factors.

3) As much of the waste materials as economically feasible shall be reused, salvaged or recycled. Waste disposal in landfills shall be minimized.

4) The Contractor is encouraged to use waste hauling companies that separate recyclable materials. The Contractor shall work with its waste haulers in providing other recycling methods as appropriate.

5) The Contractor is responsible for implementation of any special programs involving rebates or similar incentives related to the recycling of waste. Revenues or other savings obtained for salvage or recycling accrue to the Contractor.

b. References

1) “Builders' Guide to Reuse and Recycling, A Directory for Construction and Demolition Materials."

2) “Construction Site Recycling, a Guide for Building Contractors ". For a copy of the guide call 1-888-442-2666 or go to www.recycleworks.org.

3) “Where to Recycle Construction and Demolition Debris." For a copy of the guide call 1-888-442-2666 or go to www.recycleworks.org.

c. Definitions

1) General: Construction and demolition waste includes products of demolition or removal, excess or unusable construction materials, packaging materials for construction products, and other materials generated during the construction process but not incorporated into the work.

2) Divert" means to use material for any lawful purpose other than disposal in a

landfill or transfer facility for disposal

3) "Recycling Service" means an off-site service that provides processing of material and diversion from a landfill.

4) "Hauler" means the entity that transports construction and demolition debris to either a landfill or a recycling service.

d. Compliance with regulatory requirements:

1) The Contractor shall perform all handling, storage, transportation and disposal of construction debris in compliance with all applicable Federal, State, regional, and local statutes, laws, regulations, rules, ordinance, codes and standards.

2) Nothing stated on the drawings, in this Article 40 or in any other provision of the Contract Documents shall be construed as allowing work that is not in strict compliance with all applicable Federal, State, regional, and local statutes, laws, regulations, rules, ordinances, codes and standards.

e. Performance Requirement

1) The Contractor shall divert a minimum of 50 percent (50%) of the total Project construction and demolition waste from landfills.

f. Quality Control

1) General:
   i) The Contractor shall not permit materials designated for diversion to become contaminated or to contaminate the site or surrounding areas.

2) Training and Coordination:

   i) The Contractor shall designate an on-site party [or parties] who will be responsible for instructing workers and subcontractors, and overseeing and documenting the results of the Waste Management Plan for the Project.

   ii) The Contractor shall furnish copies of the Waste Management Plan to all on-site supervisors, each subcontractor, and the District's representative.

   iii) The Contractor shall include construction waste management as an item on the agenda of all progress meetings.

3) The Waste Management Plan:

   i) The Contractor shall prepare a Waste Management Plan for diverting the specified percentage of construction debris from landfills, including

written and graphic information indicating how the waste will be diverted.

ii) Include in the plan both on-site recycling of construction debris and off-site diversion from landfills.

iii) Identify the means and methods for collecting and separating each type of debris deemed reusable or recyclable.

iv) List the off-site recycling service and hauler of each designated debris item who has agreed to accept and divert that item from the landfill in the proposed quantities anticipated. List the service and hauler company name, address, telephone number, and persons contacted.

v) List the name of individuals on the Contractor's staff responsible for waste prevention and management.

vi) List the actions that will be taken to reduce solid waste generation, including coordination with subcontractors to ensure awareness and participation.

vii) Describe the specific approaches to be used in recycling/reuse of the various materials generated, including the areas on site and equipment to be used for processing, sorting, and temporary storage of wastes.

viii) Characterize the waste to be generated, including estimated types and quantities. Name the landfills and/or incinerator to be used.

ix) List the specific waste materials that will be salvaged for resale, salvaged and reused on the Project, salvaged and stored for reuse on a future project, or recycled. Recycling facilities that will be used shall be identified by name, location, and phone number.

x) Identify the materials that cannot be recycled or reused with an explanation or justification, to be approved by the Architect.

The Contractor shall submit the Plan to the Architect within 10 calendar days after receipt of the Notice to Proceed, or prior to any waste removal, whichever occurs first. The Contractor shall promptly revise and resubmit the Plan as required by the Architect. Review of the Contractor's Waste Management Plan will not relieve the Contractor of responsibility for compliance with applicable environmental regulations or meeting Project diversion requirements.

g. Plan Implementation

1) The Contractor shall implement the approved Waste Management Plan.

2) The Contractor shall maintain a log of each load and of each category of waste that is diverted from the landfill. The Contractor shall separately log the debris sent to a Class III landfill and materials sent to recycling facilities.

3) The Contractor shall include in the log the type of load, load weight, name of the hauling service, recycling service or landfill, and the date accepted by the recycling service or by the landfill.

4) The Contractor shall retain and make available all weight tickets and copies of receipts and invoices relating to the implementation of the Plan.

5) The District reserves the right to audit the log at any time.

h. Material Handling

1) Designate a specific area or areas on site to facilitate the separation of materials for potential reuse, salvage, recycling, and return. Clearly mark bins for each category of waste.

2) Keep waste bins and pile areas neat and clean. Do not contaminate non-recyclable waste with materials designated for reuse or recycling.

i. Contractor's Responsibilities

1) Provide on-site instruction of the appropriate separation, handling, recycling, salvage, reuse, and return methods to be used by all parties at the appropriate stages of the Project.

2) Separate, store, protect, and handle at the site identified recyclable and salvageable waste products in a manner that maximizes recyclability and salvagability of identified materials. Provide the necessary containers, bins and storage areas to facilitate effective waste management. Provide barriers and enclosures around recyclable material storage areas which are non hazardous and recyclable or reusable and which shall be located away from construction traffic. Provide adequate space for pick-up and delivery. Use cleaning materials that are non hazardous and biodegradable.

41. INSTRUCTIONS AND MANUALS

Three copies of the maintenance instructions, application/installation instructions and service manuals called for in the Specifications shall be provided by the Contractor. These shall be complete as to drawings, details, parts lists, performance data and other information that may be required for the District to easily maintain and service the materials and equipment installed under this Contract. All manufacturer's application/installation instructions shall be given to the Architect at least ten (10) days prior to first material application or installation of the item. The maintenance instructions and manuals, along with any specified guarantees, shall be delivered to the Architect for review prior to submitting to District, and the Contractor or appropriate Subcontractors shall instruct

District's personnel in the operation and maintenance of the equipment prior to final acceptance of the Project.

42. AS-BUILT DRAWINGS

The Contractor and all Subcontractors shall maintain on the work site a separate complete set of contract drawings which will be used solely for the purpose of recording changes made in any portion of the work during the course of construction, regardless of the reason for the change. As changes occur, there will be included or marked on this record set on a daily basis if necessary to keep them up to date at all times. Actual locations to scale shall be identified on the drawings for all runs of mechanical and electrical work, including all site utilities installed underground, in walls, floors, and furred spaces, or otherwise concealed. Deviations from the drawings shall be shown in detail. All main runs, whether piping, conduit, duct work, drain lines, etc., shall be located in addition by dimension and elevation. Progress payments may be delayed or withheld until such time as the record set is brought up to date to the satisfaction of the Architect. The Contractor shall verify that all changes in the work are included in the "AS-BUILT" drawings and deliver the complete set thereof to the Architect for review and approval within thirty (30) calendar days after District's notice of completion. District's acceptance and approval of the "AS-BUILT" drawings are a necessary condition precedent to the release of the final retention.

43. SUBSTITUTION OF SECURITIES

a. Pursuant to Public Contract Code §22300, Contractor may request in writing that it be allowed at its own expense to substitute securities for moneys withheld by District to ensure performance under this Contract. Only securities listed in Government Code §16430 and bank or savings and loan certificates of deposit, interest-bearing demand deposit accounts, standby letters of credit, or any other security mutually agreed to by Contractor and District shall qualify under this Article. Securities equivalent to the amount withheld shall be deposited with the District or with a state or federally chartered bank in California as the escrow agent. Upon satisfactory completion of the Contract and on written authorization by the District, the securities shall be returned to Contractor. Contractor shall be the beneficial owner of the securities and shall receive any interest thereon. The Contractor may alternatively request District to make payment of retentions earned directly to the escrow agent at the expense of the Contractor.

b. At the expense of the Contractor, the Contractor may direct the investment of the payments into securities and the Contractor shall receive the interest earned on the investments upon the same terms provided for above for securities deposited by Contractor. Upon satisfactory completion of the Contract, Contractor shall receive from the escrow agent all securities, interest, and payments received by the escrow agent from the District. The Contractor shall pay to each Subcontractor, not later than 20 days of receipt of payment, the respective amount of interest earned, net of costs attributed to retention withheld from each Subcontractor, on the amount of retention.

c. Any escrow agreement entered into pursuant to this Article shall comply with Public Contract Code §22300 and shall be subject to approval by District's counsel.

44. NO DISCRIMINATION

It is the policy of the District that, in connection with all work performed under this public works contract, there shall be no discrimination against any prospective or active employee or any other person engaged in the work because of actual or perceived race, color, ancestry, national origin, ethnic group identification, religion, sex, gender, sexual orientation, age, physical or mental disability, or marital status. The Contractor agrees to comply with applicable Federal and California laws including, but not limited to, the California Fair Employment Practice Act, beginning with Government Code §12900, Government Code §11135, and Labor Code §§ 1735, 1777.5, 1777.6 and 3077.5. In addition, the Contractor agrees to require like compliance by all Subcontractors and suppliers.

45. LABOR STANDARDS

a. Work Hours:

In accordance with Labor Code §1810, eight (8) hours of labor shall constitute a legal day's work under this Contract. Contractor and any Subcontractor shall pay workers overtime pay as required by Labor Code §1815. The Contractor shall pay each worker, laborer, mechanic or persons performing work under this Contract at a rate not less than the prevailing wage for each craft or classification covering the work actually performed.

b. Penalty:

Contractor shall forfeit to District as a penalty the sum of twenty-five dollars ($25.00) for each worker employed in the execution of this Contract by Contractor or any Subcontractor for each calendar day during which the worker is required or permitted to work more than eight (8) hours in any one (1) calendar day or more than forty (40) hours per calendar week in violation of Article 3, Division 2, Part 7, Chapter 1 of the California Labor Code.

c. Employment of Apprentices:

Contractor shall comply with Labor Code §§1773.3, 1777.5 and 1777.6, and 3077 *et. seq*., each of which is incorporated by reference into this Contract. These sections require that contractors and subcontractors employ apprentices in apprenticeable occupations in a ratio of not less than one (1) hour of apprentice work for every five (5) hours of labor performed by a journeyman, unless an exception is granted and that Contractors and Subcontractors shall not discriminate against otherwise qualified employees as apprentices on any public works solely on the ground of actual or perceived race, religion, color, national origin, ethnic group identification, sex, gender, sexual orientation, age, or physical or mental disability. Only apprentices who are in training under written apprenticeship occupations shall be employed. The responsibility for compliance with these provisions for all apprenticeable occupations rests with Contractor.

d. The Contractor shall be knowledgeable of and comply with Labor Code §§1727, 1773.5, 1775, 1777, 1777.5, 1810, 1813, 1860, including all amendments thereto; each of these sections is incorporated by reference into this Contract.

46. GENERAL RATE OF PER DIEM WAGES

a. On File:

As required by Labor Code §1773.2, the District has available copies of the general prevailing rate of per diem wages for workers employed on public work as determined by the Director of the Department of Industrial Relations, which shall be available to any interested party on request. Contractor shall post a copy of the document at each job site.

b. Prevailing Wage Rate:

The Contractor and each Subcontractor shall pay each worker performing work under this Contract at a rate not less than the prevailing wage as defined in Labor Code §1771 and 1774 and §16000(a) of Title 8, California Code of Regulations.

c. Penalty:

In accordance with §1775 of the Labor Code, the Contractor shall forfeit to the District as penalty, the sum of $200 for each calendar day, or portion thereof, for each worker paid less than the prevailing wage rates, as determined by the Director of the California Department of Industrial Relations, for any work done under this Contract by Contractor or by any Subcontractor. Contractor shall also pay each worker the difference between the stipulated prevailing wages rates and the amount actually paid to such worker.

47. RECORD KEEPING

a. The Contractor agrees to comply with the provisions of §§1776 and 1812 of the Labor Code. The Contractor and each Subcontractor shall keep or cause to be kept an accurate record showing the names, addresses, social security numbers, work classifications, straight time and overtime hours worked each day and week of all workers employed by Contractor in connection with the execution of this Contract or any subcontract thereunder and showing the actual per diem wages paid to each of such workers. These records shall be certified and shall be open at all reasonable hours to the inspection of the District awarding the Contract, its officers and agents, and to the Chief of the Division of Labor Statistics and Law Enforcement of the State Department of Industrial Law Enforcement of the State Department of Industrial Relations, and his or her other deputies and agents.

b. In addition, copies of the above records shall be available as follows:

1) A certified copy of an employee's payroll record shall be made available for inspection or furnished to the employee or his or her authorized representative on request;

2) A certified copy of all payroll records shall be made available for inspection or furnished upon request to the District, the Division of Labor Standards Enforcement, and the Division of Apprenticeship Standards of the Department of Industrial Relations;

3) A certified copy of all payroll records shall be made available upon request by the public for inspection or copies thereof made; provided, however, that a request by the public shall be made through either the District, the Division of Apprenticeship Standards, or the Division of Apprenticeship Standards, or the Division of Labor Standards Enforcement. If the requested payroll records have not been previously provided, the requesting party shall, prior to being provided the records, reimburse the costs of the Contractor, Subcontractors, and the entity through which the request was made. The public shall not be given access to the records at the principal office of the Contractor.

c. The Contractor shall file a certified copy of the records with the entity requesting the records within ten days after receipt of a written request. Any copy of records made available for inspection as copies and furnished upon request to the public or any public agency by the District, shall be marked or obliterated in such a manner as to prevent disclosure of an individual's name, address, and social security number. The name and address of the Contractor awarded the Contract or performing the Contract shall not be marked or obliterated.

d. The Contractor shall inform the Owner of the location of the records, including the street address, city and county, and shall, within five working days, provide a notice of a change of location and address.

e. In the event of noncompliance with the requirements of this section, the Contractor shall have ten days in which to comply subsequent to receipt of written notice specifying in what respects the Contractor must comply with this section. Should noncompliance still be evident after the ten day period, the Contractor shall, as a penalty to the District, forfeit $100 for each calendar day, or portion thereof, for each worker, until strict compliance is effectuated. Upon the request of the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement, these penalties shall be withheld from progress payments then due.

f. Responsibility for compliance with this provision shall be with the Contractor.

48. PROJECT COMPLETION

a. When all of the work to be performed under this Contract has been fully completed, the Contractor shall notify the Architect and District, in writing, setting a date for inspection. The Contractor and Subcontractor representatives shall attend the inspection. As a result of this inspection, the Architect will prepare a list of items ("punch list") that are incomplete or not installed according to the Contract Documents. Failure to include items on this list does not relieve the Contractor from fulfilling all requirements of the Contract Documents.

b. The Architect will promptly deliver the punch list to the Contractor and it will include a period of time by which the Contractor shall complete all items listed thereon. On completion of all items on the punch list, verified by a final inspection, and all other Contract requirements, so that Final Completion has been achieved to the District's satisfaction, the District will file a Notice of Completion with the County Recorder. Payment of retention from the Contract, less any sums withheld pursuant to the terms of this Contract or applicable law, shall not be made sooner than thirty-five (35) calendar days after the date of filing of Notice of Completion.

c. The District reserves the right to occupy buildings and/or portions of the site at any time before Completion, and occupancy shall not constitute final acceptance of any part of the Work covered by the Contract Documents, nor shall such occupancy extend the date specified for completion of the Work. Beneficial occupancy of building(s) does not commence any warranty period or entitle Contractor to any additional compensation due to such occupancy, or affect in any way or amount Contractor's obligation to pay liquidated damages for failure to complete the Project on time.

49. TRENCHING OR OTHER EXCAVATIONS

a. Excavations or Trenches Deeper than Four Feet:

If the Project involves digging trenches or other excavations that extend deeper than four feet, the following provisions shall be a part of this Contract:

1) The Contractor shall promptly, and before the following conditions are disturbed, provide written notice to the District if the Contractor finds any of the following conditions:

(a) Material that the Contractor believes may be a hazardous waste, as defined in §25117 of the Health and Safety Code, which is required to be removed to a Class I, Class II, or Class III disposal site in accordance with the provisions of existing law.

(b) Subsurface or latent physical conditions at the site which are different from those indicated or expected.

(c) Unknown physical conditions at the site of any unusual nature or which are materially different from those ordinarily encountered and generally recognized as inherent in work which the Contractor generally performs.

2) In the event that the Contractor notifies the District that Contractor has found any of the conditions specified in subparagraphs (a), (b) or (c), above, the District shall promptly investigate the condition(s). If the District finds that the conditions are materially different or that a hazardous waste is present at the site which will affect the Contractor's cost of, or the time required for, performance of the Contract, the District shall issue a change order in accordance with the procedures set forth in this Contract.

3) In the event that a dispute arises between the District and the Contractor regarding any of the matters specified in Paragraph (2), above, the Contractor shall proceed with all work to be performed under the Contract and the Contractor shall not be excused from completing the Project as provided in the Contract. In performing the work pursuant to this Paragraph, the Contractor retains all rights provided by Article 50 which pertains to the resolution of disputes between the contracting parties.

b. Regional Notification Center:

The Contractor, except in an emergency, shall contact the appropriate regional notification center at least two (2) days prior to commencing any excavation if the excavation will be conducted in an area that is known, or reasonably should be known, to contain subsurface installations other than the underground facilities owned or operated by the District, and obtain an inquiry identification number from that notification center. No excavation shall be commenced and/or carried out by the Contractor unless an inquiry identification number has been assigned to the Contractor or any Subcontractor and the Contractor has given the District the identification number. Any damages or delays arising from Contractor's failure to make appropriate notification shall be at the sole risk and expense of the Contractor and shall not be considered for an extension of the Contract time.

c. Existing Utility Lines:

1) Pursuant to Government Code §4215, the District assumes the responsibility for removal, relocation, and protection of main or trunk utility lines and facilities located on the construction site at the time of commencement of construction under this Contract with respect to any such utility facilities that are not identified in the plans and Specifications. Contractor shall not be assessed liquidated damages for delay in completion of the Project caused by the failure of the District or the owner of a utility to provide for removal or relocation of such utility facilities.

2) Locations of existing utilities provided by the District shall not be considered exact, but approximate within reasonable margin and shall not relieve Contractor of responsibilities to exercise reasonable care nor costs of repair due to Contractor’s failure to do so. The District shall compensate Contractor for the costs of locating and repairing damage not due to the failure of Contractor to exercise reasonable care, and removing or relocating such utility facilities not indicated in the plans and Specifications with reasonable accuracy.

3) No provision herein shall be construed to preclude assessment against Contractor for any other delays in completion of the Project. Nothing in this section shall be deemed to require the District to indicate the presence of existing service laterals, appurtenances, or other utility lines, with the exception of main or trunklines, whenever the presence of such utilities on the site of the construction Project can be inferred from the presence of other visible facilities, such as buildings, meter and junction boxes, on or adjacent to the site of the construction.

4) If Contractor, while performing work under this Contract, discovers utility facilities not identified by the District in the Project plans and Specifications, Contractor shall immediately notify the District and the utility in writing. The cost of repair for damage to above-mentioned visible facilities without prior written notification to the District shall be borne by the Contractor.

d. Prompt Notification:

Contractor understands, acknowledges and agrees that the purpose for prompt notification to the District pursuant to these provisions is to allow the District to investigate the condition(s) so that the District shall have the opportunity to decide how the District desires to proceed as a result of the conditions. Accordingly, failure of Contractor to promptly notify the District in writing, pursuant to these provisions, shall constitute Contractor's waiver of any claim for damages incurred as a result of the conditions.

e. Trenches Five Feet and Deeper:

Pursuant to Labor Code §6705, if the Contract price exceeds $25,000 and involves the excavation of any trench or trenches five (5) feet or more in depth, the Contractor shall, in advance of excavation, promptly submit to the District and/or a registered civil or structural engineer employed by the District or Architect, a detailed plan showing the design of shoring for protection from the hazard of caving ground during the excavation of such trench or trenches.

50. RESOLUTION OF CONSTRUCTION CLAIMS

a. Public work claims of $375,000 or less between the Contractor and the District are subject to the provisions of Article 1.5 (commencing with §20104) of Chapter 1 of Part 2 of the Public Contract Code (“Article 1.5 claim”). For purposes of Article 1.5, "public work" has the same meaning as set forth in §§3100 and 3106 of the Civil Code; "claims" means a separate demand by Contractor for a time extension or payment of money or damages arising from work done by or on behalf of Contractor pursuant to the Contract and payment of which is not otherwise expressly provided for or the claimant is not otherwise entitled to or the amount of the payment which is disputed by the District.

b. All claims shall be submitted on or before the date of the Final Payment and shall include all documents necessary to substantiate the claim. District shall respond in writing within

45 days of receipt of claim if the claim is less than or equal to $50,000 ("$50,000 claim") or within 60 days if the claim is over $50,000 but less than or equal to $375,000 ("50,000 - $375,000 claim"). In either case, District may request in writing within 30 days of receipt of claim any additional documentation supporting the claim or relating to any defenses to the claim which the District may have against the Contractor. Any additional information shall be requested and provided upon mutual agreement of the District and the Contractor. District's written response to the claim shall be submitted to Contractor within 15 days after receipt of the further documentation for $50,000 claims or within 30 days after receipt of the further documentation for $50,000 - $375,000 claims or within a period of time no greater than that taken by the Contractor in producing the additional information, whichever is greater.

c. Within 15 days of receipt of the District's response, if Contractor disputes the District's written response, or within 15 days of the District's failure to respond within the time prescribed, the Contractor shall provide written notification to District demanding an informal conference to meet and confer ("conference") to be scheduled by District within 30 days. Following the conference, if any claim or portion remains in dispute, the Contractor may file a claim as provided in Chapter 1 (commencing with §900) and Chapter 2 (commencing with §910) of Part 3 of Division 3.6 of Title 1 of the Government Code. For purposes of those provisions, the period of time within which a claim must be filed is tolled from the time the claimant submits a written claim pursuant to this section until the time that claim is denied as a result of the conference process, including any period of time utilized by the meet and confer process.

d. Pursuant to Public Contract Code §20104.2(f), this section does not apply to tort claims and does not change the period for filing claims or actions specified by Chapter 1 (commencing with §900) and Chapter 2 (commencing with §910) of Part 3 of Division 3.6 of Title 1 of the Government Code.

e. If a civil action is filed, within 60 days, but no earlier than 30 days, following the filing of responsive pleadings, the court shall submit the matter to nonbinding mediation unless waived by mutual stipulation of both parties. The mediation process shall provide that both parties select a disinterested third person mediator within 15 days, shall be commenced within 30 days of the submittal, and shall be concluded within 15 days of the commencement of the mediation unless time is extended upon a good cause showing to the court or by stipulation of the parties. If the parties fail to select a mediator within the 15-day period, any party may petition the court to appoint the mediator.

f. If the matter remains in dispute, the case shall be submitted to judicial arbitration as set forth in Public Contract Code §§20104.4 (b)(1) through (b)(3).

g. For any claim in excess of $375,000, the Contractor and the District shall follow the same process as for an Article 1.5 claim. The District will forward a response within 60 days of submittal of any such claim. Judicial arbitration is not required for claims in excess of $375,000.

Claims shall also be processed consistent with Public Contract Code section 9204, which provides processing timelines and procedures, and requires that undisputed claims be promptly paid in accordance with this code provision.

h. In addition, for all unresolved claims that the Contractor wishes to pursue, the Contractor shall file a timely claim pursuant to the Government Claims Act and shall otherwise comply with the procedures set forth in that Act prior to commencing any litigation against the District. The accrual date for any such claim is the date the dispute or controversy first arose regarding the issues raised in the claim.

i. "The date of Final Payment," as used in this Article 50, means the date the public entity is required to release retention proceeds in accordance with Public Contract Code §7107 regardless of whether any payment is made to the Contractor at that time.

j. The claims required by this Article are jurisdictional and conditions precedent to the commencement of any further legal proceedings. Strict compliance with all filing deadlines is mandatory.

51. LABOR COMPLIANCE PROGRAM

If this Contract is for a public works project over $25,000 or for a maintenance project over $15,000, Contractor acknowledges that the project is subject to compliance monitoring and enforcement by the California Department of Industrial Relations in accordance with California Labor Code sections 1725.5 and 1770 *et seq*. All bidders, contractors and subcontractors working at the site shall be duly registered with the Department of Industrial Relations at time of bid opening and at all relevant times. Proof of registration shall be provided as to all such contractors prior to the commencement of any work. Contractor shall coordinate with the Architect to ensure that DIR is advised of the award of the construction contract in a timely manner by filing form PWC-100 with DIR within thirty days of award of the contract, but no later than the first day in which the Contractor has workers employed upon the project.

52. DRUG-FREE WORKPLACE CERTIFICATION

Contractor certifies all of the following:

1) Contractor is aware of the provisions and requirements of California Government Code §§ 8350 et seq., the Drug Free Workplace Act of 1990.

2) Contractor is authorized to certify, and does certify, that a drug free workplace will be provided by doing all of the following:

   a) Publishing a statement notifying all employees that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited in Contractor's workplace and specifying actions which will be taken against employees for a violation of the prohibition;

   b) Establishing a drug-free awareness program to inform employees about all of the

following:

- The dangers of drug abuse in the workplace;
- Contractor's policy of maintaining a drug-free workplace;
- The availability of drug counseling, rehabilitation, and employee-assistance programs; and
- The penalties that may be imposed upon employees for drug abuse violations;

c) Requiring that each employee engaged in the performance of Work on the Project be given a copy of the statement required by subdivision (a), above, and that as a condition of employment by Contractor in connection with the Work on the Project, the employee agrees to abide by the terms of the statement.

3) Contractor understands that if the District determines that Contractor has either: (a) made a false certification herein, or (b) violated this certification by failing to carry out and to implement the requirements of Government Code §§ 8350 et seq., the Contract is subject to termination, suspension of payments, or both. Contractor further understands that, should Contractor violate the terms of the Drug-Free Workplace Act of 1990, Contractor may be subject to debarment in accordance with the provisions of Government Code §§ 8350, et seq.

53. PROVISIONS REQUIRED BY LAW DEEMED INSERTED

Every provision of law and clause required by law to be inserted in this Contract shall be deemed to be inserted, and this Contract shall be read and enforced as though it were included, and if through mistake or otherwise any provision is not inserted or is not correctly inserted, upon application of either party the Contract shall be amended to make the insertion or correction. All references to statutes and regulations shall include all amendments, replacements, and enactments on the subject which are in effect as of the date of this Contract.

54. ECONOMIC SANCTIONS

As required by Executive Order N-6-22, issued by Governor Gavin Newsom on March 4, 2022 ("EO"), the Consultant certifies compliance with the economic sanctions imposed in response to Russia's actions in Ukraine, including with respect to, but not limited to, the federal executive orders identified in the EO and the sanctions identified on the U.S. Department of the Treasury website: (https://home.treasury.gov/policy-issues/financial-sanctions/sanctions-programs-and-country-information/ukraine-russia-related-sanctions).
Contractor understands that failure to comply may result in the termination of this Agreement.

55. GENERAL PROVISIONS

a. Assignment and Successors:

Neither party may transfer or assign its rights or obligations under the Contract Documents, in part or in whole, without the other party's prior written consent. The Contract Documents are binding on the heirs, successors, and permitted assigns of the parties hereto.

b. Third Party Beneficiaries:

There are no intended third party beneficiaries to the Contract.

c. Choice of Law and Venue

The Contract Documents shall be governed by California law, and venue shall be in the Superior Court of the county in which the project is located, and no other place.

d. Severability

If any provision of the Contract Documents is determined to be illegal, invalid, or unenforceable, in part of in whole, the remaining provisions, or portions of the Contract Documents shall remain in full force and effect.

e. Entire Agreement

The Contract Documents constitute the final, complete, and exclusive statement of the terms of the agreement between the parties regarding the subject matter of the Contract Documents and supersedes all prior written or oral understandings or agreements of the parties.

f. Waiver

No waiver of a breach, failure of any condition, or any right or remedy contained in or granted by the provisions of the Contract Documents shall be effective unless it is in writing and signed by the party waiving the breach, failure, right, or remedy. No waiver of any breach, failure, right, or remedy shall be deemed a waiver of any other breach, failure, right, or remedy, whether or not similar, nor shall any waiver constitute a continuing waiver unless the writing so specifies.

g. Headings

The headings in the Contract Documents are included for convenience only and shall neither affect the construction or interpretation of any provision in the Contract Documents nor affect any of the rights or obligations of the parties to the Contract.

END SECTION 00 70 00

GENERAL CONDITIONS

--

SECTION 00 93 57
FORMAT FOR PROPOSED CHANGE ORDERS

Line	Item	Amount ($) (+/-)
1	**Direct Labor and *allowable* Fringe Benefit Costs (1A and 1B):** Attach applicable supporting documentation with itemized breakdowns of Total Basic Labor / Total Basic Fringe Benefits for each trade classification. **1A.** Total Basic Labor, per applicable DIR Published Determination(s) $ _____ **1B.** Total Basic Fringe Benefits, per applicable DIR Published Determination(s) $ _____	
	Line 1 ► *Subtotal of Lines*: 1A + 1B =	
2	**Materials**: Attach itemized quantity and unit cost plus sales tax and invoice(s) from vendor(s).	
3	**Equipment**: Attach invoice(s) from supplier(s).	
4	Line 4 ► ***Subtotal of Lines*: 1 + 2 + 3 =**	
5	**Markup on Self-Performed Work -** Single mark-up not-to-exceed 10% of Line 4. *(Applies to Contractor or Sub, regardless of tier)*	
6	**Prime Contractor or First Tier Sub Markup on Lower-Tier Subcontractor(s) Work-** not-to-exceed 5% of Line 4.	
7	Line 7 ► ***Subtotal of Lines*: 4 + 5 + 6 =**	
8	**Markup for Labor Burden** on Direct Labor Costs (payroll taxes and premiums), not-to-exceed 25% of **Line 1A**, absent supporting documentation. (FICA, FUTA , SUTA, WC, etc.)	
9	**Bonds & Insurance** for Prime/General Contractor Only, Applied only to Line 4 (Max 2%):	
10	**TOTAL ► *Subtotal of Lines*: 7 + 8 + 9 =**	

- **LINE 1A** **Basic/Direct Labor**
- **LINE 1B** **Fringe Benefits**

- Labor breakdown by trade classification, basic hourly rate and employer payments (e.g., fringe benefits) as published by the DIR, and estimated hours. Labor costs shall only include fringe benefits indicated by governing trade organizations. Wages shall not exceed current prevailing wages in the locality for performance of the changes.

Maximum Allowable Labor Burden.

- The allowable labor burden ("Labor Burden") on changes shall be defined as including only (i) Contractor's net actual cost of payroll taxes (including FICA, Medicare, SUTA, FUTA) and (ii) Contractor's net actual cost for worker's compensation insurance (taking into consideration, without limitation, adjustments for experience modifiers, premium discounts, dividends, rebates, expense constants, assigned risk pool costs, net cost reductions due to policies with deductibles for self-insured losses, assigned risk rebates, etc.).

- With respect to pricing Labor Burden of PCOs and Change Orders, District has established a maximum allowable amount of twenty-five percent (25%) of the Labor Burden associated with the work of the change as a reasonable percentage to be used for pricing PCOs and Change Orders. However, the percentage-amount of Labor Burden allowed for the work of a change may be examined and adjusted by District, in its sole discretion, if documentation justifiably establishes the percentage-amount should be so adjusted; in no event shall the percentage-amount applied to a PCO or Change Order exceed thirty percent (30%).

- **LINE 2** **Material.**
  - Material quantities, and types of products, and transportation costs, if applicable.

- **LINE 3** **Equipment.** Equipment breakdown by make, type, size, rental rates, equipment hours and transportation costs, if applicable.

- The equipment costs shall not exceed one hundred percent (100%) of the Association of Equipment Distributors (AED) rental rates or Caltrans rates, whichever is less. Use the hourly, daily, weekly, or monthly rate, whichever is lower. Hourly rates including operators shall not be used.

- The actual time to be paid for equipment shall be the time that the equipment is in productive operation on the Work under Contract Modification. In computing the hourly rental of equipment, any time less than thirty (30) minutes shall be considered one-half (1/2) hour. No payment will be made for time while equipment is inoperative due to breakdown, or for non-workdays. In addition, the rental time shall not include the time required to move the equipment to and from the project site. No mobilization or demobilization will be allowed for equipment already on site. If such equipment is not moved by its own power, then loading and transportation costs will be paid in lieu of rental time thereof.
However, neither moving time nor loading and transportation costs will be paid if the equipment is used on the Project Site in any way other than for work directly related to the Contract Modification.

- Individual pieces of equipment having a replacement value of one thousand dollars ($1,000) or less shall be considered to be small tools or small equipment, and no payment will be made since the costs of these tools and equipment is included as part of the markup for overhead and profit defined herein.

- Payment to the Contractor for the use of equipment as set forth above shall constitute full compensation to the Contractor for the cost of fuel, power, oil, lubricants, supplies, small equipment, necessary attachments, repairs and maintenance of any kind, depreciation, storage, insurance, labor (except for equipment operators), and any and all costs to the Contractor incidental to the use of the equipment.

- Should Contractor, or any of its owners, officers, directors or agents, hold any ownership interest in any company, organization, association or corporation from whom rental equipment is secured. Contractor shall immediately notify District of such and the price set for any such rental shall be agreed upon in advance by the Contractor and the District.

- **LINE 5 Maximum Allowable Markup on Self-Performed Work.** With respect to pricing the portion of PCOs and Change Orders involving self-performed work, the maximum markup percentage fee to be paid for self-performed work by Contractor or its Subcontractor (regardless of tier) for a change shall be a single markup percentage not-to-exceed ten percent (10%) of the net direct cost of the sum of: (i) direct labor and allowable fringe benefit costs (Format for Proposed Change, Lines 1A + 1B); (ii) the net cost of material and installed equipment incorporated into the change or extra work and (iii) net rental cost of major equipment and related fuel costs necessary to complete the change in the work.

- **LINE 6 Maximum Allowable Markup on Lower-Tier Subcontractor(s)-Performed Work.** With respect to pricing the portion of PCOs and Change Orders involving work performed by lower-tier Subcontractors, the maximum markup percentage fee allowable to the Contractor or Subcontractor supervising the lower-tier Subcontractor's work for a change shall be a single markup percentage not-to-exceed five percent (5%) of the net of all approved work of a Change Order performed by all Subcontractors combined on any particular PCO or Change Order.

  - **Markup for Overhead and Profit.** Markup allowed for changes in work is inclusive of and shall be used to compensate Contractor for overhead and profit for all costs for all administration, general conditions, and supervision, including, without limitation:

  - All field, field office and home office personnel including, but not limited to, principals, project managers, superintendents, supervisory foremen, estimators, project engineers, detailers, draftsmen, schedulers, consultants, watchmen, payroll clerks, administrative assistants, labor compliance costs and secretaries.

  - All field, field office and home office expenses including, but not limited to, field trailers, parking, storage sheds, office equipment and supplies, telephone service and long distance telephone calls, fax machines, temporary utilities, sanitary facilities and services, janitorial services, small tools and equipment with a cost under $1000 each, portable scaffolding, blocking, shores, appliances, job vehicles, security and fencing, conformance to regulatory requirements including compliance to safety regulations, safety programs and meetings, cartage, warranties, As-Built Drawings, as well as any related maintenance costs.

  - Administrative functions such as, but not limited to, reviewing, coordinating, distributing, processing, posting, recording, estimating, negotiating, expediting, engineering, drawing, detailing, revising shop drawings, carting, cleaning, protecting the work, and other incidental

Work related to the change.

- All other costs and taxes required to be paid, but not included under direct costs as defined above including, without limitation, payroll taxes, social security, etc.

- **LINE 8** **Maximum Allowable Labor Burden on Basic Labor LINE 1A.**

- The allowable labor burden ("Labor Burden") on changes shall be defined as including only (i) Contractor's net actual cost of payroll taxes (including FICA, Medicare, SUTA, FUTA) and (ii) Contractor's net actual cost for worker's compensation insurance (taking into consideration, without limitation, adjustments for experience modifiers, premium discounts, dividends, rebates, expense constants, assigned risk pool costs, net cost reductions due to policies with deductibles for self-insured losses, assigned risk rebates, etc.).

- With respect to pricing Labor Burden of PCOs and Change Orders, District has established a maximum allowable amount of twenty-five percent (25%) of the Labor Burden associated with the work of the change as a reasonable percentage to be used for pricing PCOs and Change Orders. However, the percentage-amount of Labor Burden allowed for the work of a change may be examined and adjusted by District, in its sole discretion, if documentation justifiably establishes the percentage-amount should be so adjusted; in no event shall the percentage-amount applied to a PCO or Change Order exceed thirty percent (30%).

- **LINE 9** **Contractor's Additional Bonds and Insurance, if any.** All costs for Contractor's additional bonds and insurance, if any applicable to the change.
Contractor shall not include any markup for these costs. The maximum allowable percentage for bonds and insurance for a change shall not exceed two percent (2%) of the direct labor and allowable fringe benefit costs (Format for Proposed Change, Lines 1A + 1B).

- **Taxes**. Federal excise tax shall not be included. District will issue an exemption on request.

- **Time.** Justification for any adjustment in Contract Time including a schedule analysis identifying critical schedule activities delayed by the request.

END SECTION 00 93 57

PRE-BID MEETING MINUTES (MANDATORY)

Project Name: **Student Housing Project**
Campus: **College of the Redwoods – Eureka Campus**

Date: October 20, 2026
Time: 10:00 AM
Location: College of the Redwoods – Eureka Campus Theater Building

1. **Introductions – Project Team Members (bolded present at meeting):**

Julia Morrison	**CR - Vice President, Administrative Services**
Leslie Marshall	**CR – Director, Facilities and Planning**
Thomas Gutierrez	**Servitas – Project Manager**
Gary Leus	**ktgy – Architect, Director**
Brandon Davis	WHB – President, PIC
Rob Mohr	**WHB – Sr. Construction Manager**
Allan France	WHB - Supporting Sr. Construction Manager
Kelli Glenn	WHB – Sr. Project Coordinator
Gary Manhart	**Crawford & Associates – Geotechnical Engineer**
TBD	IOR
TBD	Testing Lab
TBD	Abatement Monitoring

1. **Project Scope and Description:**
   - The project involves the construction of a new three-story type V-A student housing building with a one-story student lounge. The student housing building will contain 118 two-bed guest rooms with single bath and 6 resident advisor guest rooms, accommodating a total of 242 beds. Additionally, there will be 2 two-bed guest rooms designated for full-time faculty.
   - The facilities will also include administration offices, mental health and tutoring spaces, as well as study and laundry rooms, an open to sky maintenance yard, and diesel generator.
   - Single-story type V-B dining hall under a separate DSA submittal number.
   - Site work, including retaining walls, fire lanes, parking spaces, (3) fire hydrants, utilities, paths of travel, site lighting, flatwork, landscaping, and other site development.
   - Abatement of hazardous materials and demolition of the existing student housing buildings and surrounding site areas
   - Site restoration at demolished buildings
   - Other work as indicated in the contract documents

2. **Geotechnical**
    - Site Conditions – Gary Manhart – sandy clays, water table 8-15' varying with seasons. See Geotech reports in available information.
    - Retaining Walls – Small walls at stairs and ADA parking stalls

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 in writing via email messages at: leslie-marshall@redwoods.edu, with a cc to TGutierrez@servitas.com, rmohr@whbengineers.com, and afrance@whbengineers.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
5. **Schedule**
    - Last Day for RFI: Ten (10) days before the bid is due
    - Last Addendum Issued: Five (5) days before the bid is due
    - Bids due: Prior to 2PM, Monday, November 16, 2026
    - Board approval on Tuesday, December 15, 2026. Board approval of final contract estimated Tuesday, February 2, 2027
    - Anticipated NTP start date – 2/09/2027

6. **Addenda**
    - DSA Approved documents pending – Housing expected to complete review early November, followed by Dining mid-November. No major changes anticipated.
    - Bid RFIs to be responded in Addenda

7. **Substitutions**
    - Submit request form within ~~3 workdays after bid opening~~ (form will be included in addendum). Submit requests within 30 days after Notice of Award, 01 25 00 – 2.1.B
    - 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 – 01 32 13 Scheduling of Work**
    - Final Completion of Student Housing Building – 670 days from Notice to Proceed – 12/10/28
    - Final Completion of Dining Building – 762 calendar days from Notice to Proceed – 3/12/29
    - Demolition of existing housing to start 700 calendar days from Notice to Proceed – 1/09/29 (Dates based on 2/9/27 NTP)
    - Refer to experience requirements for scheduler

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

- Refer to Student Housing Staging and Access Plan distributed with the bid docs
- PE Replacement Project going concurrently through 2027 (Construction completing end of July 2027, Demo fall 2027)

C. Site Security and Safety – Section 01 35 20

- Refer to section for general requirements
- Site Safety Plan – Prior to starting work

D. Storage

- Contractor is responsible for the 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, Site Safety Plan 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.

F. Temporary Utilities/Services

- Refer to Temporary Facilities and Controls Section 01 50 00
- Campus power connection – 100 amps available at water tanks
- 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.

H. Quality Control

- Refer to Section 01 40 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 –** Project Management and Coordination Section 01 31 00
    - Full-time on-site Superintendent and project engineer

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 40 workdays adverse weather allowance (Section 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
  Contractor to use Bluebeam for shop drawing coordination and as-builts.

13. PLANS & SPECIFICATIONS:

- Sent via email to prequalified contractors. Also available on the Builders Exchange ~~for prequalified contractors~~

14. Available Information (Section 00 30 00)

A. Community Stadium Upgrade Project Drawings
B. Wastewater Treatment and Disposal Project As-Built Drawings
C. Building Infrastructure and Site Utilities Project As-Built Drawings
D. P.E. Complex Project Civil Drawings
E. Existing Student Housing Existing Building Drawings
D. Geotechnical Reports

1. Geotechnical and Geologic Hazard Evaluation Report – Student Housing, College of the Redwoods, September 13, 2024, Crawford & Associates
2. Geotechnical and Geologic Hazard Evaluation Report – New Dorm Building, College of the Redwoods, December 12, 2022, LACO
3. California Geological Survey (CGS) review comments, October 18, 2024

E. Hazardous Materials Reports

1. Hazardous Building Material Survey, College of the Redwoods Mendocino Hall and Del Norte Hall, July 10, 2026, SOCOTEC

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

15. BID PACKAGE:

- Bid Form Section 00 41 00 - Refer to Required Attachments at the end of the bid form for list of required items
- Bidder's Questionnaire Section 00 45 13
- SECTION 10 – PREQUALIFICATION VALIDATION FORM (from the prequalification package)
- Site Visit Certification Required – Section 00 45 00
- 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 the Business Office at: Contracts@Redwoods.edu.

16. BID OPENING

- **Bids must be received at the Redwoods Community College District – Student Services/Administration, Board Room 202A located at 7351 Tompkins Hill Rd., Eureka, CA 95501 by November 16, 2026, prior to 2:00 PM.**
  - The Board Room is located on the 2nd floor of the Administration Building (Building 18). You can access the 2nd floor by stairway or elevator.
- All bids will be time-stamped ~~at the reception counter in the building lobby.~~ in the Board Room.
- 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.

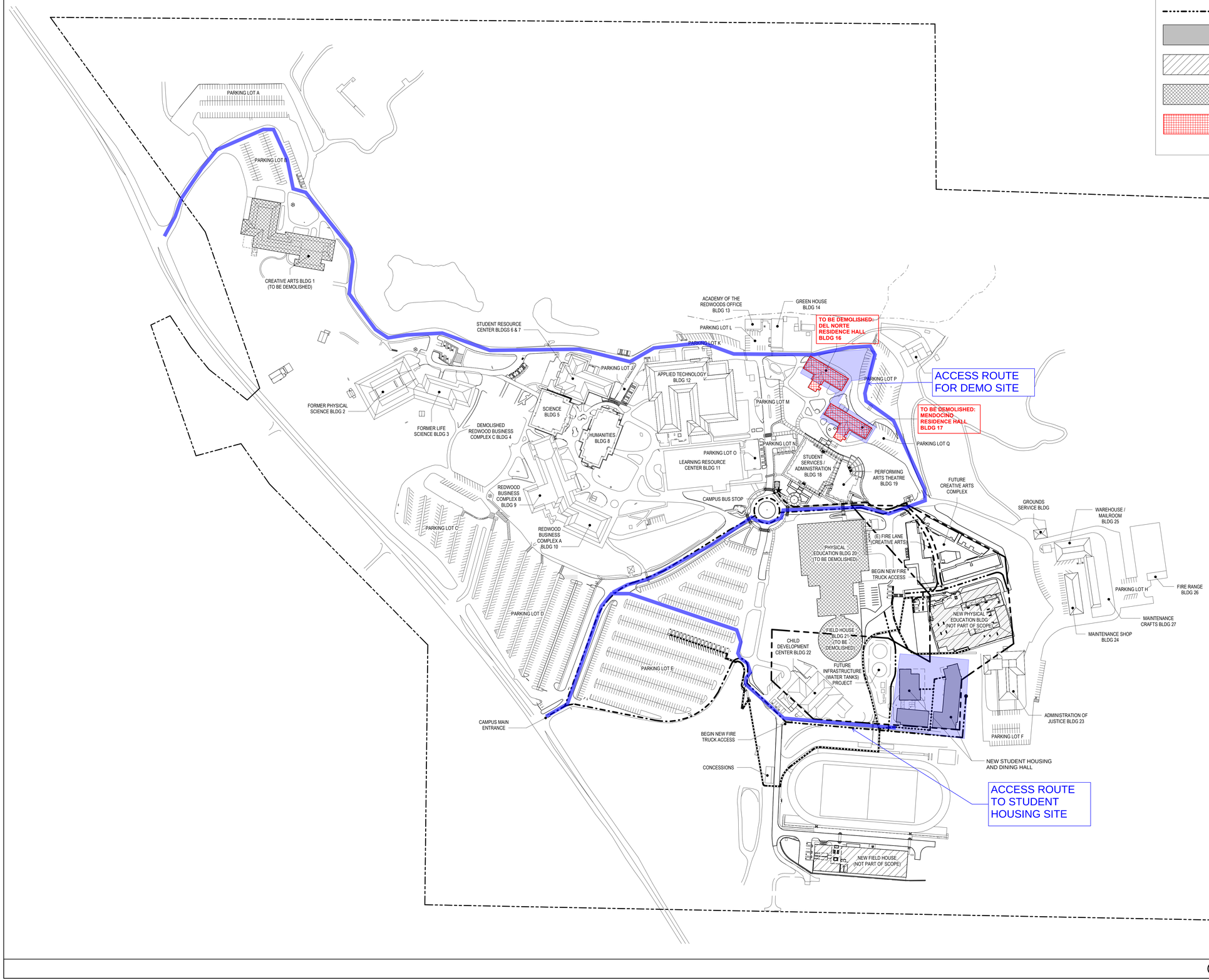
17. **BONDS:**
    - Payment Bond is 100% of Contract amount
    - Performance Bond is 100% of Contract Amount
    - See Contract Documents for additional requirements

18. **Field Walk (Following the meeting)**
    Pointed out existing housing that is to be demolished. Available for exterior inspection.
    Walked to site for new housing and dining, current staging area for the PE project. Site will be returned to original condition prior to start of the Student Housing project.

Attachment: Staging and Access Plan

CAMPUS PLAN LEGEND

- PROPERTY LINE
- FAULT FREE ZONE BOUNDARY LINE
- PATH OF TRAVEL
- EXISTING CAMPUS PATH OF TRAVEL
- EXISTING FIRE TRUCK ACCESS ROAD
- NEW FIRE TRUCK ACCESS ROAD
- PROPOSED NEW ACCESS ROAD
- NEW BUILDINGS NOT PART OF SCOPE
- BUILDINGS NOT PART OF SCOPE
- BUILDINGS TO BE DEMOLISHED NOT PART OF SCOPE
- BUILDINGS TO BE DEMOLISHED: #16 & #17 ONLY FOR THIS SCOPE



OVERALL SITE PLAN | SCALE: 1" = 140'-0" | 1

ktgy

433 S. Spring St., Suite 750
Los Angeles, CA 90013
ktgy.com
310.394.2625

ktgy Project Number 20200629

Project Contact: Jose Castillo-Zeng
Email: jcastillo@ktgy.com
Principal: Ryan Flautz
Project Designer: David Senden

Client

COLLEGE OF THE REDWOODS

COLLEGE of the REDWOODS

7351 Tompkins Hill Rd.
Eureka, CA 95501
PHONE NO. 707-476-4100
FAX NO. -

COLLEGE OF THE REDWOODS
STUDENT HOUSING
7351 TOMPKINS HILL ROAD
EUREKA, CA 95501

No.	Date	Description
	06/23/2023	100% DESIGN DEVELOPMENT SET
	08/04/2023	CD PROGRESS SET
	03/19/2025	CD PROGRESS SET
	03/21/2025	CD PROGRESS SET
	03/28/2025	75% CONSTRUCTION DOCUMENT SET
	05/05/2025	1ST DSA SUBMITTAL

It is the clients responsibility prior to or during construction to notify the architect in writing of any perceived errors or omissions in the plans and specifications of which a contractor thoroughly knowledgeable with the building codes and methods of construction should reasonably be aware. Written instructions addressing such perceived errors or omissions shall be received from the architect prior to the client or clients subcontractors proceeding with the work. The client will be responsible for any defects in construction if these procedures are not followed.

JURISDICTION STAMP

LICENSED ARCHITECT
RYAN G FLAUTZ AIA
No. C37768
Ren.07/31/25
STATE OF CALIFORNIA

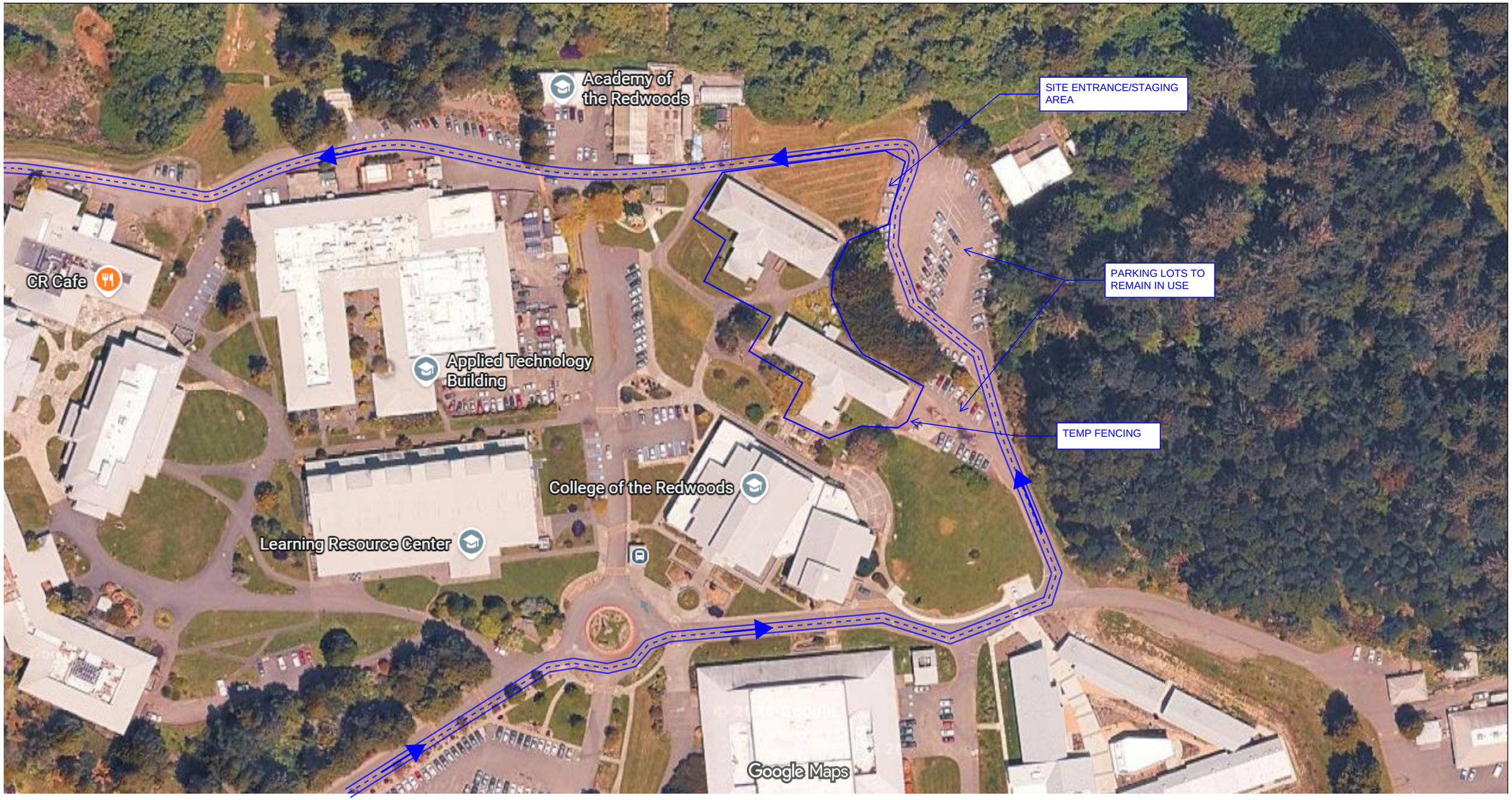
CAMPUS SITE PLAN

A1-00

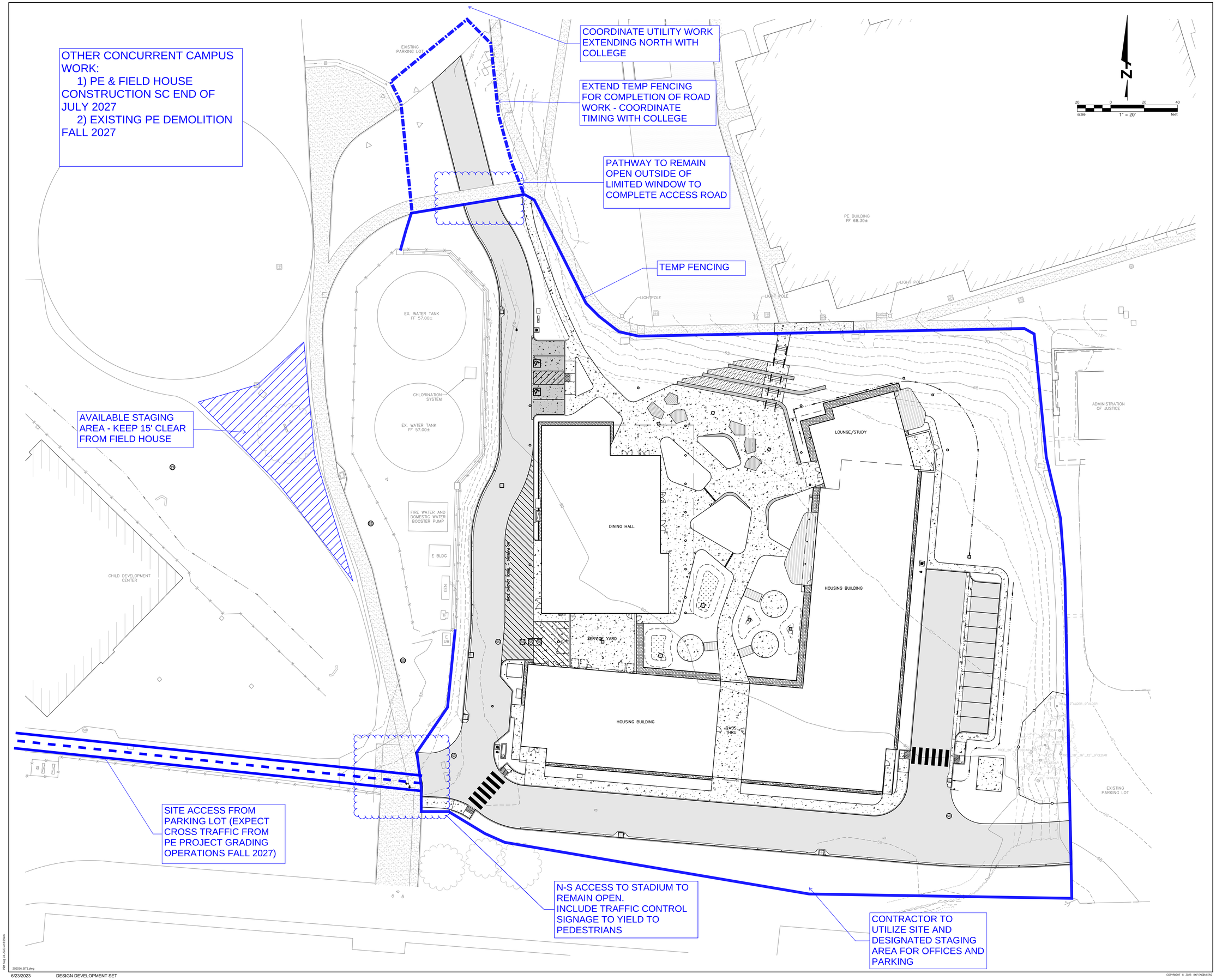
COPYRIGHT ©

Google Maps

Student Housing Project - Demo Staging



Imagery ©2026 Airbus, Maxar Technologies, Map data ©2026 100 ft



ktgy
Architecture + Planning
433 S. Spring St.
Suite 750
Los Angeles, CA 90013
ktgy.com
310.394.2623

KTGY Project No: 20200629

Project Contact: Jose Castillo-Zeng
Email: jcastillo@ktgy.com

Principal: Ryan Flautz
Project Designer: David Senden

Developer

COLLEGE OF THE REDWOODS

7351 Tompkins Hill Rd.
Eureka, CA 95501
PHONE NO. 707-476-4100
FAX NO. -

COLLEGE OF THE REDWOODS STUDENT HOUSING

7351 Tompkins Hill Rd.
Eureka, CA 95501

No.	Date	Description
	03/24/2023	100% SCHEMATIC DESIGN SET
	04/14/2023	50% DESIGN DEVELOPMENT SET
	05/12/2023	DESIGN DEVELOPMENT PROGRESS SET
	06/23/2023	100% DESIGN DEVELOPMENT SET
	08/04/2023	CD PROGRESS SET

It is the clients responsibility prior to or during construction to notify the architect in writing of any perceived errors or omissions in the plans and specifications of which a contractor thoroughly knowledgeable with the building codes and methods of construction should reasonably be aware. Written instructions addressing such perceived errors or omissions shall be received from the architect prior to the client or clients subcontractors proceeding with the work. The client will be responsible for any defects in construction if these procedures are not followed.

JURISDICTION STAMP

BKF
BKF ENGINEERS
200 4TH STREET, SUITE 300
SANTA ROSA, CA 95401
(707) 583-8500 www.bkf.com

REGISTERED PROFESSIONAL ENGINEER
PRELIMINARY
NO. C-80888
DATE 08/04/2023
CIVIL
STATE OF CALIFORNIA

SITE PLAN

C2.0

COPYRIGHT © 2023 BKF ENGINEERS

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:

O Accepted

O Not Accepted

O Accepted As Noted

O Received Too Late

BY:_____ Date:_____

District Representative Response:

O Accepted

O Not Accepted

O Accepted As Noted

O Received Too Late

By:_____ Date: _____

Rob Mohr

From: Ryan Wahlund <ryan@wahlcon.com>
Sent: Friday, October 30, 2026 8:20 AM
To: Marshall, Leslie
Cc: Thomas Gutierrez; Rob Mohr; Allan France; Gary Leus
Subject: Re: Student Housing Contractor Prequalification Results

****External Email****

Good morning Leslie,

It came to my attention that Modern Builders, Inc. effectively missed the entire mandatory pre-bid meeting, but was still allowed to sign in as if they attended. Per the excerpt below from the instructions to bidders, Modern Builders, Inc. should be disqualified from bidding because they did not attend the mandatory conference held in the Performing Arts Theatre building at 10 a.m. on 10/20/26.

Bidders' Conference. A mandatory bidders' conference will be held on Tuesday, Octobe a.m., for the purpose of acquainting all prospective bidders with the Contract Docume Project site. The Conference will be held at College of the Redwoods Performing A building (See College of the Redwoods Campus Map), located at 7351 Tompkins Hill Ro California. All prospective bidders must attend this conference. Failure to attend the conf result in disqualification of the non-attending bidder's bid.

Wahlund Construction, Inc. requests that the College consider this matter because it undermines the bidding requirements and should not be allowed.

Thank you,

Ryan Wahlund, PE
Vice President of Operations
Wahlund Construction, Inc.
Cell: (707)499-4131
Office: (707)268-0150
Fax: (707)268-0137
Ryan@wahlcon.com

On Fri, Oct 2, 2026 at 3:18 PM Marshall, Leslie <Leslie-Marshall@redwoods.edu> wrote:

> Hello All,
>
> Please see the links below and the attached documents for the bid.
>
> https://whbengineers.egnyte.com/fl/Px8kHDFc7rK9/Student_Housing_Bid_Docs_
>
> https://whbengineers.egnyte.com/fl/wrfr9gVbY8pP/Available_Information_

Microsoft Word - Housing RFQ Schedule 26.09.18

Please let our cc'd team know if you have any questions,

Leslie Marshall
Director of Facilities and Planning
College of the Redwoods
7351 Tompkins Hill Rd, Eureka, CA 95501
(707) 476-4382

From: Marshall, Leslie <Leslie-Marshall@Redwoods.edu>
Sent: Tuesday, September 29, 2026 4:58 PM
To: Marshall, Leslie <Leslie-Marshall@Redwoods.edu>
Cc: Thomas Gutierrez <TGutierrez@servitas.com>; Robert Mohr <rmohr@whbengineers.com>; Allan France <afrance@whbengineers.com>; Gary Leus <gleus@ktgy.com>
Subject: Re: Student Housing Contractor Prequalification Results

Good evening All,

Our team is continuing to work on documents. I'm anticipating on releasing this Friday October 2nd, 2026 by end of business at this point. I apologize for any inconvenience.

Leslie Marshall
Director of Facilities and Planning
College of the Redwoods
7351 Tompkins Hill Rd, Eureka, CA 95501
(707) 476-4382

From: Marshall, Leslie <Leslie-Marshall@Redwoods.edu>
Sent: Friday, September 25, 2026 12:14 PM
To: Marshall, Leslie <Leslie-Marshall@Redwoods.edu>
Cc: Thomas Gutierrez <TGutierrez@servitas.com>; Robert Mohr <rmohr@whbengineers.com>; Allan France <afrance@whbengineers.com>; Gary Leus <gleus@ktgy.com>
Subject: Re: Student Housing Contractor Prequalification Results

Hello All,

Please see the attached updated Housing RFQ Schedule. The bid docs will be issued next Monday 9/28/26 for prequalified contractors, instead of today 9/25/26, as the College and design team are continuing to finalize the updated drawing set and specifications from DSA. Please let us know if you have any questions. Thank you,

Leslie Marshall
Director of Facilities and Planning
College of the Redwoods
7351 Tompkins Hill Rd, Eureka, CA 95501
(707) 476-4382

From: Marshall, Leslie <Leslie-Marshall@Redwoods.edu>
Sent: Friday, September 18, 2026 4:10 PM
To: Marshall, Leslie <Leslie-Marshall@Redwoods.edu>
Cc: Thomas Gutierrez <TGutierrez@servitas.com>; Robert Mohr <rmohr@whbengineers.com>; Allan France <afrance@whbengineers.com>
Subject: Re: Student Housing Contractor Prequalification Results

Hello All,

Please see the attached updated Housing RFQ Schedule. The bid docs will be issued next Friday 9/25/26 for prequalified contractors, instead of next Monday 9/21/26, as the College will be receiving an updated drawing set from DSA on Wednesday 9/23/26, and we would like to provide the latest set to all of you. Please let us know if you have any questions. Thank you,

Leslie Marshall
Director of Facilities and Planning
College of the Redwoods
7351 Tompkins Hill Rd, Eureka, CA 95501
(707) 476-4382

Bidders' Conference. A mandatory bidders' conference will be held on Tuesday, October 20th at 10 a.m., for the purpose of acquainting all prospective bidders with the Contract Documents and the Project site. The Conference will be held at College of the Redwoods Performing Arts Theater building (See College of the Redwoods Campus Map), located at 7351 Tompkins Hill Road, Eureka, California. All prospective bidders must attend this conference. Failure to attend the conference will result in disqualification of the non-attending bidder's bid.

From: Marshall, Leslie <Leslie-Marshall@Redwoods.edu>
Sent: Wednesday, September 2, 2026 12:59 PM
To: Marshall, Leslie <Leslie-Marshall@Redwoods.edu>
Cc: Thomas Gutierrez <TGutierrez@servitas.com>; Robert Mohr <rmohr@whbengineers.com>; Allan France <afrance@whbengineers.com>
Subject: Student Housing Contractor Prequalification Results

Hello All,

Please see the Board of Trustee's approved Student Housing Contractor Prequalification Results, attached. Thank you all for your participation. It is greatly appreciated,

Leslie Marshall
Director of Facilities and Planning
College of the Redwoods
7351 Tompkins Hill Rd, Eureka, CA 95501
(707) 476-4382

From: Phil Strawn <Phil@Modernbuildinginc.com>
Sent: Friday, October 30, 2026 2:35 PM
To: Marshall, Leslie <Leslie-Marshall@Redwoods.edu>
Cc: Thomas Gutierrez <TGutierrez@servitas.com>; James Seegert <James@Modernbuildinginc.com>
Subject: College of the Redwoods Student Housing

CAUTION: This message was sent from an external sender and did not originate from College of the Redwoods. If you are unsure of the authenticity of the sender, **DO NOT** click any links or download any attachments.

Hello Leslie,

I wanted to confirm in writing that Modern Building will NOT be bidding the Student Housing project for the College of the Redwoods. We wish we could, but our current schedule and workload have us unable to commit to the project's timelines and needs.

On a different note, I am assuming that the Carpenters Union has provided members of the College with a packet, that they prepared, regarding Modern Building. I would like to let this email serve as a formal request to get a copy of this packet. If you could please provide a copy at your earliest convenience we would be most appreciative.

Thanks for your time,

Phil Strawn
Partner & Project Executive
Modern Building, Inc.
PO Box 772 | Chico, CA 95927
(530) 891-4533 Office
(530) 891-6834 Fax
(530) 518-7203 Cell

MODERN • BUILDING • TOMORROW • TOGETHER

Modern Exists to be the Builders with Solutions who do Whatever it Takes to get the Job Done Right — Earning both the Trust and Loyalty of our Clients. This is The Modern Way.