

ADDENDUM #01

Project:

Solano Community College District
Building700 and 800 Roof Replacement Project (#22-005)

Date: April 14, 2022

The following clarifications are provided based on questions received or changes in District requirements and must be added/considered when completing your submittal: Acknowledgement of receipt of this <u>ADDENDUM</u> is required in the proposal's cover letter of introduction. Please clearly note the addendum date and number.

### ITEM:

### ITEM NO. 1 – ANSWERS TO SUBMITTED QUESTIONS

**QUESTION** – I just received two emails from my roofing contractors who have asked me to inquire about submitting an alternate/substitution request on the project above, using our Sarnafil single ply PVC roofing system. As all of us in the "building industry" are more than aware, material supplies (and not just in the roofing industry) are so unpredictable that we are finding that many projects are allowing alternate materials to be proposed.

I am attaching information on Sarnafil (as you probably are aware we are the largest manufacturer in the world of single ply roofing systems), and if need be, I can submit a formal alternate/substitution request, provide samples, schedule a meeting etc. Just let me know what I can do to help.

**ANSWER** – TPO is currently the District Standard for roofing material. Substitution of TPO roofing membrane for PVC roofing membrane will not be accepted.

### ITEM NO.2 – SPECIFICATION SECTION '00 52 13 – AGREEMENT'

Replace Specification Section '00 52 13 – Agreement' with the version attached to this addendum. Revisions include changes to section '4. – Time for Completion' as shown below:

4. **Time for Completion**: Contractor shall complete all demolition activities and installation of new coverboard for both Building 700 and 800 by **August 8**, **2022** (prior to the beginning of in-person classes scheduled for the Fall Semester). Failure to meet this deadline, for any reason, will require Contractor to schedule demolition activities and coverboard installation work when in-person classes are not in session, including off-hours and weekend

work, at no additional cost to the District. It is hereby understood and agreed that the Work under this Contract shall be completed by **September 30**, **2022** ("Contract Time").

### ITEM NO.3 – SPECIFICATION SECTION '00 73 13 – SPECIAL CONDITIONS'

Replace Specification Section '00 73 13 – Special Conditions' with the version attached to this addendum. Revisions include changes to subsections '2.6 – Work During Instructional Time', '2.6.1 – Use of Glue and Adhesives', section '3. – Building Protection from Weather', and '15. – Project Completion' as shown below:

- **2.6 Work During Instructional Time**. By submitting its bid, Contractor affirms demolition of existing roof and installation of new coverboard for both Building 700 and 800 will be completed by August 8, 2022. After August 8, 2022, installation of new roofing, coping and flashing can be performed while class instruction is ongoing, but Contractor agrees to minimize any disruption, including rescheduling specific work activities off-hours and weekends, at the District's request at no additional cost to the District.
  - **2.6.1** <u>Use of Glue and Adhesives</u>. Contractor shall make all efforts to prevent fumes entering into occupied buildings, including but not limited to, at least 72-hour advance notification to District. Contractor agrees to cooperate to the best of its ability to minimize any disruption to the classroom instruction, including rescheduling specific work activities for off-hours and weekends, at the District's request at no additional cost to the District.
- **3.** <u>Building Protection from Weather</u>. Contractor will make all efforts to protect the interior of the building from water infiltration. Contractor shall have personnel onsite when rain is rain is forecasted to ensure protection installed by Contractor is adequate and maintained. All costs to repair damages from moisture as a result of inadequate protection from Contractor, shall be the responsibility of the Contractor, including hazardous materials testing, if deemed necessary by the District.

### 15. Project Completion

Contractor shall make all efforts within its control and ability to complete demolition and coverboard installation for both Building 700 and 800 by August, 8, 2022, including payment of additional and/or premium costs associated with: expedited and/or overnight shipping for materials, expedited fabrication of custom materials (such as flashing, counterflashing, coping, etc.) and payment of off-hour, weekend and/or overtime labor wages for Contractor's employees to meet project milestone. It is assumed all costs for material and labor required to complete demolition and coverboard installation by August 8, 2022 and project final completion by September 30, 2022 are included in Contractor's total base bid amount.

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### **DOCUMENT 00 52 13**

### **AGREEMENT**

THIS AGREEMENT IS MADE AND ENTERED INTO THIS <b>4<sup>th</sup></b> DAY OF <b>MAY, 2022</b> , by and
between the Solano Community College District ("District") and
("Contractor") ("Agreement").

**WITNESSETH:** That the parties hereto have mutually covenanted and agreed, and by these presents do covenant and agree with each other, as follows:

**1. The Work**: Contractor agrees to furnish all tools, equipment, apparatus, facilities, labor, and material necessary to perform and complete in a good and workmanlike manner, the work of the following project:

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("Project" or "Contract" or "Work")

It is understood and agreed that the Work shall be performed and completed as required in the Contract Documents including, without limitation, the Drawings and Specifications and submission of all documents required to secure funding or by the Division of the State Architect for close-out of the Project, under the direction and supervision of, and subject to the approval of, the District or its authorized representative.

- 2. The Contract Documents: The complete Contract consists of all Contract Documents as defined in the General Conditions and incorporated herein by this reference. Any and all obligations of the District and Contractor are fully set forth and described in the Contract Documents. All Contract Documents are intended to cooperate so that any Work called for in one and not mentioned in the other or vice versa is to be executed the same as if mentioned in all Contract Documents.
- 3. **Interpretation of Contract Documents:** Should any question arise concerning the intent or meaning of Contract Documents, including the Drawings or Specifications, the question shall be submitted to the District for interpretation. If a conflict exists in the Contract Documents, valid, written modifications, beginning with the most recent, shall control over this Agreement (if any), which shall control over the Special Conditions, which shall control over any Supplemental Conditions, which shall control over the General Conditions, which shall control over the remaining Division 0 documents, which shall control over Division 1 Documents which shall control over Division 2 through Division 49 documents, which shall control over figured dimensions, which shall control over large-scale drawings, which shall control over small-scale drawings. In the case of a discrepancy or ambiguity solely between and among the Drawings and Specifications, the discrepancy or ambiguity shall be resolved in favor of the interpretation that will provide District with the functionally complete and operable Project described in the Drawings and Specifications. In no case shall a document calling for lower quality and/or quantity material or workmanship control. The decision of the District in the matter shall be final.
- **4. Time for Completion**: Contractor shall complete all demolition activities and installation of new coverboard for both Building 700 and 800 by **August 8, 2022**

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(prior to the beginning of in-person classes scheduled for the Fall Semester). Failure to meet this deadline, for any reason, will require Contractor to schedule demolition activities and coverboard installation work when in-person classes are not in session, including off-hours and weekend work, at no additional cost to the District. It is hereby understood and agreed that the Work under this Contract shall be completed by **September 30, 2022** ("Contract Time").

- Completion Extension of Time: Should the Contractor fail to complete this Contract, and the Work provided herein, within the time fixed for completion, due allowance being made for the contingencies provided for herein, the Contractor shall become liable to the District for all loss and damage that the District may suffer on account thereof. The Contractor shall coordinate its Work with the Work of all other contractors. The District shall not be liable for delays resulting from Contractor's failure to coordinate its Work with other contractors in a manner that will allow timely completion of Contractor's Work. Contractor shall be liable for delays to other contractors caused by Contractor's failure to coordinate its Work with the Work of other contractors.
- **6. Liquidated Damages**: Time is of the essence for all work under this Agreement. It is hereby understood and agreed that it is and will be difficult and/or impossible to ascertain and determine the actual damage that the District will sustain in the event of and by reason of Contractor's delay; therefore, Contractor agrees that it shall pay to the District the sum of ONE THOUSAND DOLLARS (\$1,000) per day as liquidated damages for each and every day's delay beyond the time herein prescribed in completion of the Work.

It is hereby understood and agreed that this amount is not a penalty.

In the event that any portion of the liquidated damages is not paid to the District, the District may deduct that amount from any money due or that may become due the Contractor under this Agreement, and such deduction does not constitute a withholding or penalty. The District's right to assess liquidated damages is as indicated herein and in the General Conditions.

The time during which the Contract is delayed for cause, as hereinafter specified, may extend the time of completion for a reasonable time as the District may grant, provided that Contractor has complied with the claims procedure of the Contract Documents. This provision does not exclude the recovery of damages by either party under other provisions in the Contract Documents.

- 7. **Loss Or Damage**: The District and its agents and authorized representatives shall not in any way or manner be answerable or suffer loss, damage, expense, or liability for any loss or damage that may happen to the Work, or any part thereof, or in or about the same during its construction and before acceptance, and the Contractor shall assume all liabilities of every kind or nature arising from the Work, either by accident, negligence, theft, vandalism, or any cause whatsoever; and shall hold the District and its agents and authorized representatives harmless from all liability of every kind and nature arising from accident, negligence, or any cause whatsoever.
- **8. Limitation Of District Liability:** District's financial obligations under this Contract shall be limited to the payment of the compensation provided in this Contract.

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Notwithstanding any other provision of this Contract, in no event shall District be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, lost bonding capacity, arising out of or in connection with this Contract for the services performed in connection with this Contract.

- **9. Insurance and Bonds**: Prior to issuance of the Notice to Proceed by the District, Contractor shall provide all required certificates of insurance, insurance endorsements, and payment and performance bonds as evidence thereof.
- **10. Prosecution of Work**: If the Contractor should neglect to prosecute the Work properly or fail to perform any provisions of this Contract, the District, may, pursuant to the General Conditions and without prejudice to any other remedy it may have, make good such deficiencies and may deduct the cost thereof from the payment then or thereafter due the Contractor.
- 11. Authority of Architect, Project Inspector, and DSA: Contractor hereby acknowledges that the Architect(s), the Project Inspector(s), and the Division of the State Architect ("DSA") have authority to approve and/or suspend Work if the Contractor's Work does not comply with the requirements of the Contract Documents, Title 24 of the California Code of Regulations, and all applicable laws and regulations. The Contractor shall be liable for any delay caused by its non-compliant Work.
- **12. Assignment of Contract**: Neither the Contract, nor any part thereof, nor any moneys due or to become due thereunder, may be assigned by the Contractor without the prior written approval of the District, nor without the written consent of the Surety on the Contractor's Performance Bond (the "Surety"), unless the Surety has waived in writing its right to notice of assignment.
- **13.** Classification of Contractor's License: Contractor hereby acknowledges that it currently holds valid Type **A**, **B AND/OR C-39** Contractor's license(s) issued by the State of California, Contractors' State License Board, in accordance with division 3, chapter 9, of the Business and Professions Code and in the classification called for in the Contract Documents.
- **14. Registration as Public Works Contractor**: The Contractor and all Subcontractors currently are registered as public works contractors with the Department of Industrial Relations, State of California, in accordance with Labor Code section 1771.1.
- 15. Payment of Prevailing Wages: The Contractor and all Subcontractors shall pay all workers on all Work performed pursuant to this Contract not less than the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work as determined by the Director of the Department of Industrial Relations, State of California, for the type of work performed and the locality in which the work is to be performed within the boundaries of the District, pursuant to sections 1770 et seq. of the California Labor Code.
- **16. Labor Compliance Monitoring and Enforcement**: This Project is subject to labor compliance monitoring and enforcement by the Department of Industrial Relations

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pursuant to Labor Code section 1771.4 and Title 8 of the California Code of Regulations. Contractor specifically acknowledges and understands that it shall perform the Work of this Agreement while complying with all the applicable provisions of Division 2, Part 7, Chapter 1, of the Labor Code, including, without limitation, the requirement that the Contractor and all of its Subcontractors shall timely submit complete and accurate electronic certified payroll records as required by the Contract Documents, or the District may not issue payment.

17. Contract Price: In consideration of the foregoing covenants, promises, and agreements on the part of the Contractor, and the strict and literal fulfillment of each and every covenant, promise, and agreement, and as compensation agreed upon for the Work and construction, erection, and completion as aforesaid, the District covenants, promises, and agrees that it will well and truly pay and cause to be paid to the Contractor in full, and as the full Contract Price and compensation for construction, erection, and completion of the Work hereinabove agreed to be performed by the Contractor, the following price:

		_ DOLLARS
AND xx/100 (\$	)	_

in lawful money of the United States, which sum is to be paid according to the schedule provided by the Contractor and accepted by the District and subject to additions and deductions as provided in the Contract. This amount supersedes any previously stated and/or agreed to amount(s).

**18. Owner's Allowance:** Included in the Contract Price above is a ten percent (10% Percent) allowance for the Owner's use only.

The above allowance shall only be used by authorization by the Owner. Contractor shall not bill for or be due any portion of this allowance unless the District has identified specific work, Contractor has submitted price for that work or the District has proposed a price for that work, the District has accepted the cost for that work, and the District has prepared a change order incorporating that work. Contractor hereby authorizes the District to execute a unilateral deductive Change Order at or near the end of the Project for all or any portion of the Allowance no allocated.

- 19. No Representations: No representations have been made other than as set forth in writing in the Contract Documents, including this Agreement. Each of the Parties to this Agreement warrants that it has carefully read and understood the terms and conditions of this Agreement and all Contract Documents, and that it has not relied upon the representations or advice of any other Party or any attorney not its own.
- **20. Entire Agreement**: The Contract Documents, including this Agreement, set forth the entire agreement between the parties hereto and fully supersede any and all prior agreements, understandings, written or oral, between the parties hereto pertaining to the subject matter thereof.
- **21. Severability**: If any term, covenant, condition, or provision in any of the Contract Documents is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions in the Contract Documents shall

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remain in full force and effect and shall in no way be affected, impaired, or invalidated thereby.

**22. Authority of Signatories**: Each party has the full power and authority to enter into and perform this Contract, and the person signing this Contract on behalf of each party has been properly authorized and empowered to enter into this Contract. This Contract may be executed in one or more counterparts, each of which shall be deemed an original. For this Agreement, and for all Contract Documents requiring a signature, a facsimile or electronic signature shall be deemed to be the equivalent of the actual original signature. All counterparts so executed shall constitute one Contract binding all the Parties hereto.

[SIGNATURES ON FOLLOWING PAGE]

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IN WITNESS WHEREOF, accepted and agreed on the date indicated above:

CONTRACTOR	SOLANO COMMUNITY COLLEGE DISTRICT			
By:	By:			
Title:	Title:			
OTE: If the party executing this Contract is a corporation, a certified copy of the by-laws, or of the resolution of the Board of Directors, authorizing the officers of said corporation to execute the Contract and the bonds required thereby must be attached hereto.				

**END OF DOCUMENT** 

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### **DOCUMENT 00 73 13**

### **SPECIAL CONDITIONS**

### 1. <u>Mitigation Measures</u>

Contractor shall comply with all applicable mitigation measures, if any, adopted by any public agency with respect to this Project pursuant to the California Environmental Quality Act. (Public Resources Code section 21000 *et seq.*)

### 2. Campus and Adjacent Buildings

- **Access**. Access to the school buildings and entry to buildings, classrooms, restrooms, mechanical rooms, electrical rooms, or other rooms, for construction purposes, must be coordinated with District and onsite District personnel before Work is to start. Unless agreed to otherwise in writing, only a school custodian will be allowed to unlock and lock doors in existing building(s). The custodian will be available only while school is in session. If a custodian is required to arrive before 7:00 a.m. or leave after 3:30 p.m. to accommodate Contractor's Work, the overtime wages for the custodian will be paid by the Contractor, unless at the discretion of the District, other arrangements are made in advance.
- **Legs.** Upon request, the District may, at its own discretion, provide keys to the school site for the convenience of the Contractor. The Contractor agrees to pay all expenses to re-key the entire school site and all other affected District buildings if the keys are lost or stolen, or if any unauthorized party obtains a copy of a key or access to the school.
- **2.3 Maintaining Services.** The Contractor is advised that Work is to be performed in spaces regularly scheduled for instruction. Interruption and/or periods of shutdown of public access, electrical service, water service, lighting, or other utilities shall be only as arranged in advance with the District. Contractor shall provide temporary services to all facilities interrupted by Contractor's Work.
- **2.4** <u>Maintaining Utilities</u>. The Contractor shall maintain in operation during duration of Contract, drainage lines, storm drains, sewers, water, gas, electrical, steam, and other utility service lines within working area.
- **2.5 Confidentiality**. Contractor shall maintain the confidentiality of all information, documents, programs, procedures and all other items that Contractor encounters while performing the Work. This requirement shall be ongoing and shall survive the expiration or termination of this Contract and specifically includes, without limitation, all student, parent, and employee disciplinary information and health information.
- **2.6 Work during Instructional Time**. By submitting its bid, Contractor affirms demolition of existing roof and installation of new coverboard for both Building 700 and 800 will be completed by August 8, 2022. After August 8, 2022, installation of new roofing, coping and flashing can be performed during class instruction, but Contractor

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agrees to minimize any disruption to class instruction, including rescheduling specific work activities off-hours and weekends, at the District's request at no additional cost to the District.

- **2.6.1** <u>Use of Glue and Adhesives.</u> Contractor shall make all efforts to prevent fumes entering into occupied buildings, including but not limited to, at least 72-hour advance notification to District. Contractor agrees to cooperate to the best of its ability to minimize any disruption to the classroom instruction, including rescheduling specific work activities for off-hours and weekends, at the District's request at no additional cost to the District.
- **2.6.2** Noise Control. Contractor shall cooperate with District to minimize and/or cease the use of noisy and vibratory equipment if that equipment becomes objectionable by its longevity. Contractor agrees to cooperate to the best of its ability to minimize any disruption to the school up to, and including, rescheduling specific work activities for weekends at no additional cost, if it is determined by the District to be necessary.
- **2.7 No Work during Student Testing**. Contractor shall, at no additional cost to the District and at the District's request, coordinate its Work to not disturb District students including, without limitation, not performing any Work when students at the Site are taking State or Federally-required tests.
- **3.** <u>Building Protection from Weather.</u> Contractor will make all efforts to protect the interior of the building from water infiltration. Contractor shall have personnel onsite when rain is rain is forecasted to ensure protection installed by Contractor is adequate and maintained. All costs to repair damages from moisture as a result of inadequate protection from Contractor, shall be the responsibility of the Contractor, including hazardous materials testing, if deemed necessary by the District.

### 4. <u>Substitutions for Specified Items</u>

Replace Section 1.7 in the General Conditions with the following provisions:

- **1.7.1** Whenever in the Specifications any materials, process, or article is indicated or specified by grade, patent, or proprietary name, or by name of manufacturer, that Specification shall be deemed to be followed by the words "or equal." Contractor may, unless otherwise stated, offer any material, process, or article that shall be substantially equal or better in every respect to that so indicated or specified.
  - **1.7.1.1** If the material, process, or article offered by Contractor is not, in the opinion of the District, substantially equal or better in every respect to that specified, then Contractor shall furnish the material, process, or article specified in the Specifications without any additional compensation or change order.
  - **1.7.1.2** This provision shall not be applicable with respect to any material, product, thing or service for which District made findings and gave

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notice in accordance with Public Contract Code section 3400(c); therefore, Contractor shall not be entitled to request a substitution with respect to those materials, products or services.

- **1.7.2** A request for a substitution shall be submitted as follows:
  - **1.7.2.1** Bidder/Contractor shall notify the District in writing of any request for a substitution at least thirteen (13) days prior to bid opening as indicated in the Instructions to Bidders.
- **1.7.3** Thirteen (13) days prior to bid opening, Bidder/Contractor shall provide data substantiating a request for substitution of "an equal" item, including but not limited to the following:
  - **1.7.3.1** All variations of the proposed substitute from the material specified including, but not limited to, principles of operation, materials, or construction finish, thickness or gauge of materials, dimensions, weight, and tolerances;
  - **1.7.3.2** Available maintenance, repair or replacement services;
  - **1.7.3.3** Increases or decreases in operating, maintenance, repair, replacement, and spare parts costs;
  - **1.7.3.4** Whether or not acceptance of the substitute will require other changes in the Work (or in work performed by the District or others under Contract with the District); and
  - **1.7.3.5** The time impact on any part of the Work resulting directly or indirectly from acceptance of the proposed substitute.
- **1.7.4** No substitutions shall be made until approved, in writing, by the District. The burden of proof as to equality of any material, process, or article shall rest with Contractor. The Contractor warrants that if substitutes are approved:
  - 1.7.4.1 The proposed substitute is equal or superior in all respects to that specified, and that such proposed substitute is suitable and fit for the intended purpose and will perform adequately the function and achieve the results called for by the general design and the Contract Documents;
  - **1.7.4.2** The Contractor provides the same warranties and guarantees for the substitute that would be provided for that specified;
  - 1.7.4.3 The Contractor shall be fully responsible for the installation of the substitute and any changes in the Work required, either directly or indirectly, because of the acceptance of such substitute, with no increase in Contract Price or Contract Time. Incidental changes or extra component parts required to accommodate the substitute will be

- made by the Contractor without a change in the Contract Price or Contract Time;
- 1.7.4.4 The Contractor shall be responsible for any re-design costs occasioned by District's acceptance and/or approval of any substitute; and
- 1.7.4.5 The Contractor shall, in the event that a substitute is less costly than that specified, credit the District with one hundred percent (100%) of the net difference between the substitute and the originally specified material. In this event, the Contractor agrees to execute a deductive Change Order to reflect that credit.
- **1.7.5** In the event Contractor furnishes a material, process, or article more expensive than that specified, the difference in the cost of that material, process, or article so furnished shall be borne by Contractor.
- 1.7.6 In no event shall the District be liable for any increase in Contract Price or Contract Time due to any claimed delay in the evaluation of any proposed substitute or in the acceptance or rejection of any proposed substitute.
- **1.7.7** Contractor shall be responsible for any costs the District incurs for professional services, DSA fees, or delay to the Project Schedule, if applicable, while DSA reviews changes for the convenience of Contractor and/or to accommodate Contractor's means and methods. District may deduct those costs from any amounts owing to the Contractor for the review of the request for substitution, even if the request for substitution is not approved. District, at its sole discretion, shall deduct from the payments due to and/or invoice Contractor for all the professional services and/or DSA fees or delay to the Project Schedule, if applicable, while DSA reviews changes for the convenience of Contractor and/or to accommodate Contractor's means and methods arising herein.

#### 5. **Weather Days**

Replace Section 15.2.1.5 in the General Conditions with the following:

15.2.1.5 The number of days of Adverse Weather exceeds the following parameters:

January	<u>11</u>	July	<u>0</u>
February	<u>10</u>	August	<u>0</u>
March	<u>10</u>	September	<u>3</u>
April	<u>6</u>	October	<u>4</u>
May	<u>3</u>	November	<u> 7</u>
June	1	December	10

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### 6. [RESERVED]

### 7. <u>Insurance Policy Limits</u>

All of Contractor's insurance shall be with insurance companies with an A.M. Best rating of no less than A:XV. The limits of insurance shall not be less than:

Commercial General Liability	Product Liability and Completed Operations, Fire Damage Liability – Split Limit	\$2,000,000 per occurrence; \$4,000,000 aggregate
Automobile Liability – Any Auto	Combined Single Limit	\$1,000,000 per Occurrence \$2,000,000 Aggregate
Workers' Compensation		Statutory limits pursuant to State law
Employers' Liability		\$1,000,000
Builder's Risk (Course of Construction)		Issued for the value and scope of Work indicated herein.
Pollution Liability		\$1,000,000 per claim \$2,000,000 Aggregate

### 8. <u>Permits, Certificates, Licenses, Fees, Approvals</u>

**8.1** Payment for Permits, Certificates, Licenses, Fees, and Approvals. As required in the General Conditions, the Contractor shall secure and pay for all permits, licenses, approvals, and certificates necessary for the prosecution of the Work with the exception of the following:

### None

With respect to the above-listed items, Contractor shall be responsible for securing such items; however, District will be responsible for payment of these charges or fees. Contractor shall notify the District of the amount due with respect to such items and to whom the amount is payable. Contractor shall provide the District with an invoice and receipt with respect to such charges or fees.

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### 9. <u>As-Builts and Record Drawings</u>

- **9.1** When called for by Division 1, Contractor shall submit As-Built Drawings pursuant to the Contract Documents consisting of one (1) set of computer-aided design and drafting ("CADD") files, one (1) set of As-Built Drawings in PDF Format, plus one (1) Full Size Hard Copy set.
- **9.2** Contractor shall submit Record Drawings pursuant to the Contract Documents consisting of one (1) set of computer-aided design and drafting ("CADD") files, one set of Record Drawings in PDF Format, plus one (1) Full Size Hard Copy Set.

### 10. <u>Project Manager</u>

Project Manager on the Project that is the subject of this Contract, Jason Yi, jason.yi@solano.edu, (707) 864-7257.

## 11. Preliminary Schedule of Values

The preliminary schedule of values shall include, at a minimum, the following information and the following structure:

Replace Section 10.1.1.2.3 in the General Conditions with the following provisions:

- **10.1.1.2.3** The preliminary schedule of values shall not provide for values any greater than the following percentages of the Contract value:
  - **10.1.1.2.3.1** Mobilization and layout combined to equal not more than [2]%;
  - **10.1.1.2.3.2** Submittals, samples and shop drawings combined to equal not more than [4]%;
  - **10.1.1.2.3.3** Bonds and insurance combined to equal not more than [2.5]%.
  - **10.1.1.2.3.4** Closeout documentation shall have a value in the preliminary schedule of not less than [10]%.
  - **10.1.1.2.3.1** Demobilization to equal not more than [2]%;

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### 12. Schedule of Operation

- **12.27** Construction shall be performed between the hours of 7:00 am and 5:00 pm, Monday through Friday. No work shall be performed outside the above hours without prior written authorization from the District / Construction Manager.
- **12.28** Cutting, chipping, and off-haul of all trees must be scheduled and completed during weekends, Holidays, or school breaks. Dates must be approved by the District / Construction Manager.

### 13. Temporary Facilities

13.27 The Contractor shall submit a project logistics plan to the Project Manager for approval within fifteen (15) calendar days from the Notice to Proceed date. The logistics plan shall define how the Contractor plans to control site processes including, but not limited to, means and methods to accommodate temporary utilities, temporary facilities, site traffic, off-site parking, materials delivery and material storage, temporary fending, etc. All subsequent relocation/ modifications need to be approved by the District / Construction Manager.

### 14. COVID-19 Safety Requirements

Contractor shall, at its cost, timely comply with all applicable federal, State, and local requirements relating to COVID-19 or other public health emergency/epidemic/pandemic. Further, except to the extent the Order provides otherwise, Contractor and Contractor's personnel, subcontractors and suppliers shall continue to comply with all applicable terms in the California Department of Public Health's State Public Health Officer Orders.

### 15. Project Completion

Contractor shall make all efforts within its control and ability to complete demolition and coverboard installation for both Building 700 and 800 by August, 8, 2022, including payment of additional and/or premium costs associated with: expedited and/or overnight shipping for materials, expedited fabrication of custom materials (such as flashing, counterflashing, coping, etc.) and payment of off-hour, weekend and/or overtime labor wages for Contractor's employees to meet project milestone. It is assumed all costs for material and labor required to complete demolition and coverboard installation by August 8, 2022 and project final completion by September 30, 2022 are included in Contractor's total base bid amount.