



OXNARD UNION HIGH SCHOOL DISTRICT

RFQ/P: 631

**NEW DEL SOL HIGH SCHOOL
CLARIFICATION & INFORMATION ADDENDUM #3**

RFQ/P Due Date: October 8, 2020 at 2:00PM

Electronic Acknowledgement
Required:

Oxnard Union High School District
309 South K Street, Building G
Purchasing Department
Oxnard, CA 93030

Attention: [Deanna Rantz \(Deanna.rantz@oxnardunion.org\)](mailto:Deanna.rantz@oxnardunion.org)

Dated: September 17th, 2020

All interested parties seeking to submit responses to the Oxnard Union High School District's RFQ/P #631 shall execute the certification at the end of this addendum and shall attach the addendum to the documents submitted to the District.

**RFQ/P 631
DEL SOL HIGH SCHOOL**

**OXNARD UNION HIGH SCHOOL DISTRICT
CLARIFICATION & INFORMATION
ADDENDUM #3**

SPECIAL CONDITIONS (CONTRACTOR REQUIRED)

1. CONTRACT TERMS AND DEFINITIONS

1.1 Definitions

Wherever used in the Contract Documents, the following terms shall have the meanings indicated, which shall be applicable to both the singular and plural thereof:

1.1.1 Adverse Weather: Shall be only weather that satisfies all of the following conditions: (1) unusually severe precipitation, sleet, snow, hail, or extreme temperature conditions in excess of the norm for the location and time of year it occurred based on the closest weather station data averaged over the past five years, (2) that is unanticipated and would cause unsafe work conditions and/or is unsuitable for scheduled work that should not be performed during inclement weather (i.e., exterior finishes), and (3) at the Project.

1.1.1 Allowance Expenditure Directive: Written authorization for expenditure of allowance, if any.

1.1.2 Approval, Approved, and/or Accepted: Written authorization, unless stated otherwise.

1.1.3 Architect (or "Design Professional in General Responsible Charge"): The individual, partnership, corporation, joint venture, or any combination thereof, named as Architect, who will have the rights and authority assigned to the Architect in the Contract Documents. The term Architect means the Design Professional in General Responsible Charge as defined in DSA PR 13-02 on this Project or the Architect's authorized representative.

1.1.4 As-Builts: Reproducible blue line prints of drawings to be prepared on a monthly basis pursuant to the Contract Documents, that reflect changes made during the performance of the Work, recording differences between the original design of the Work and the Work as constructed since the preceding monthly submittal. See **Record Drawings**.

1.1.5 Bidder: A contractor who intends to provide a proposal to the District to perform the Work of this Contract.

1.1.6 Change Order: A written order to the Contractor authorizing an addition to, deletion from, or revision in the Work, and/or authorizing an adjustment in the Contract Price or Contract Time.

1.1.7 Claim: A Dispute that remains unresolved at the conclusion of the all the applicable Dispute Resolution requirements provided herein.

1.1.8 Construction Change Directive: A written order prepared and issued by the District, the Construction Manager, and/or the Architect and signed by the District and the Architect, directing a change in the Work.

1.1.9 Construction Manager: The individual, partnership, corporation, joint venture, or any combination thereof, or its authorized representative, named as such by the District (Bernards). All references to the construction shall be directed to the Construction Manager.

1.1.10 Construction Schedule: The progress schedule of construction of the Project as provided by Contractor and approved by District.

1.1.11 Contract, Contract Documents: The Contract consists exclusively of the documents evidencing the agreement of the District and Contractor, identified as the Contract Documents.

1.1.12 Contract Price: The total monies payable to the Contractor under the terms and conditions of the Contract Documents.

1.1.13 Contract Time: The time period stated in the Agreement for the completion of the Work.

1.1.14 Contractor: The person or persons identified in the Agreement as contracting to perform the Work to be done under this Contract, or the legal representative of such a person or persons.

1.1.15 Daily Job Report(s): Daily Project reports prepared by the Contractor's employee(s) who are present on Site, which shall include the information required herein.

1.1.16 Day(s): Unless otherwise designated, day(s) means calendar day(s).

1.1.17 Department of Industrial Relations (or "DIR"): is responsible, among other things, for labor compliance monitoring and enforcement of California prevailing wage laws and regulations for public works contracts.

1.1.18 Design Professional in General Responsible Charge: See definition of **Architect** above.

1.1.19 Dispute: A separate demand by Contractor for a time extension, or payment of money or damages arising from Work done by or on behalf of the Contractor pursuant to the Contract and payment of which is not otherwise expressly provided for or Contractor is not otherwise entitled to; or an amount of payment disputed by the District.

1.1.20 District: The public agency or the school district for which the Work is performed. The governing board of the District or its designees will act for the District in all matters pertaining to the Contract. The District may, at any time,

1.1.20.1 Direct the Contractor to communicate with or provide notice to the Construction Manager or the Architect on matters for which the Contract Documents indicate the Contractor will communicate with or provide notice to the District; and/or

1.1.20.2 Direct the Construction Manager or the Architect to communicate with or direct the Contractor on matters for which the Contract Documents indicate the District will communicate with or direct the Contractor.

1.1.21 Drawings (or "Plans"): The graphic and pictorial portions of the Contract Documents showing the design, location, scope and dimensions of the work, generally including plans, elevations, sections, details, schedules, sequence of operation, and diagrams.

1.1.22 DSA: Division of the State Architect.

1.1.23 Force Account Directive: A process that may be used when the District and the Contractor cannot agree on a price for a specific portion of work or before the Contractor prepares a price for a specific portion of work and whereby the Contractor performs the work as indicated herein on a time and materials basis.

1.1.24 Job Cost Reports: Any and all reports or records detailing the costs associated with work performed on or related to the Project that Contractor shall maintain for the Project. Specifically, Job Cost Reports shall contain, but are not limited by or to, the following information: a description of the work performed or to be performed on the Project; quantity, if applicable, of work performed (hours, square feet, cubic yards, pounds, etc.) for the Project; Project budget; costs for the Project to date; estimated costs to complete the Project; and expected costs at completion. The Job Cost Reports shall also reflect all Contract cost codes, change orders, elements of non-conforming work, back charges, and additional services.

1.1.25 Labor Commissioner's Office (or "Labor Commissioner", also known as the Division of Labor Standards Enforcement ("DLSE")): Division of the DIR responsible for adjudicating wage claims, investigating discrimination and public works complaints, and enforcing Labor Code statutes and Industrial Welfare Commission orders.

1.1.26 Municipal Separate Storm Sewer System (or "MS4"): A system of conveyances used to collect and/or convey storm water, including, without limitation, catch basins, curbs, gutters, ditches, man-made channels, and storm drains.

1.1.27 Plans: See **Drawings**.

1.1.28 Premises: The real property owned by the District on which the Site is located.

1.1.29 Product(s): New material, machinery, components, equipment, fixtures and systems forming the Work, including existing materials or components required and approved by the District for reuse.

1.1.30 Product Data: Illustrations, standard schedules, performance charts, instructions, brochures, diagrams, and other information furnished by the Contractor to illustrate a material, product, or system for some portion of the Work.

1.1.31 Project or Construction Manager: The individual, partnership, corporation, joint venture, or any combination thereof, or its authorized

representative, named as such by the District (**Bernards**). All contract or construction related references shall be directed to the Project Manager.

1.1.32 Project: The planned undertaking as provided for in the Contract Documents.

1.1.33 Project Inspector (or "Inspector"): The individual(s) retained by the District in accordance with title 24 of the California Code of Regulations to monitor and inspect the Project.

1.1.34 Project Labor Agreement (or "PLA"): a prehire collective bargaining agreement in accordance with Public Contract Code section 2500 et seq. that establishes terms and conditions of employment for a specific construction project or projects and/or is an agreement described in Section 158(f) of Title 29 of the United States Code. (**APPLIES TO DEL SOL HIGH SCHOOL PORJECT**)

1.1.35 Proposed Change Order (or "PCO"): a written request prepared by the Contractor requesting that the District and the Architect issue a Change Order based upon a proposed change to the Work.

1.1.36 Provide: Shall include "provide complete in place," that is, "furnish and install," and "provide complete and functioning as intended in place" unless specifically stated otherwise.

1.1.37 Qualified SWPPP Practitioners (or "QSP"): certified personnel that attended a State Water Resources Control Board sponsored or approved training class and passed the qualifying exam.

1.1.38 Record Drawings: Reproducible drawings (or Plans) prepared pursuant to the requirements of the Contract Documents that reflect all changes made during the performance of the Work, recording differences between the original design of the Work and the Work as constructed upon completion of the Project. See also **As-Builts**.

1.1.39 Request for Information (or "RFI"): A written request prepared by the Contractor requesting that the Architect provide additional information necessary to clarify or amplify an item in the Contract Documents that the Contractor believes is not clearly shown or called for in the Drawings or Specifications or other portions of the Contract Documents, or to address problems that have arisen under field conditions.

1.1.40 Request for Substitution for Specified Item: A request by Contractor to substitute an equal or superior material, product, thing, or service for a specific material, product, thing, or service that has been designated in the Contract Documents by a specific brand or trade name.

1.1.41 Safety Orders: Written and/or verbal orders for construction issued by the California Division of Occupational Safety and Health ("CalOSHA") or by the United States Occupational Safety and Health Administration ("OSHA").

1.1.42 Safety Plan: Contractor's safety plan specifically adapted for the Project. Contractor's Safety Plan shall comply with all provisions regarding Project safety, including all applicable provisions in these General Conditions.

1.1.43 Samples: Physical examples that illustrate materials, products, equipment, finishes, colors, or workmanship and that, when approved in accordance with the Contract Documents, establish standards by which portions of the Work will be judged.

1.1.44 Shop Drawings: All drawings, prints, diagrams, illustrations, brochures, schedules, and other data that are prepared by the Contractor, a subcontractor, manufacturer, supplier, or distributor, that illustrate how specific portions of the Work shall be fabricated or installed.

1.1.45 Site: The Project site as shown on the Drawings.

1.1.46 Specifications: That portion of the Contract Documents, Division 1 through Division 49, and all technical sections, and addenda to all of these, if any, consisting of written descriptions and requirements of a technical nature of materials, equipment, construction methods and systems, standards, and workmanship.

1.1.47 State: The State of California.

1.1.48 Storm Water Pollution Prevention Plan (or "SWPPP"): A document which identifies sources and activities at a particular facility that may contribute pollutants to storm water and contains specific control measures and time frames to prevent or treat such pollutants.

1.1.49 Subcontractor: A contractor and/or supplier who is under contract with the Contractor or with any other subcontractor, regardless of tier, to perform a portion of the Work of the Project.

1.1.50 Submittal Schedule: The schedule of submittals as provided by Contractor and approved by District.

1.1.51 Surety: The person, firm, or corporation that executes as surety the Contractor's Performance Bond and Payment Bond, and must be a California admitted surety insurer as defined in the Code of Civil Procedure section 995.120.

1.1.52 Work: All labor, materials, equipment, components, appliances, supervision, coordination, and services required by, or reasonably inferred from, the Contract Documents, that are necessary for the construction and completion of the Project.

1.2 Substitutions for Specified Items

Unless the Special Conditions contain different provisions, Contractor shall not substitute different items for any items identified in the Contract Documents without prior written approval of the District.

2. CONSTRUCTION or PROJECT MANAGER

2.1 The Construction Manager (Bernards) is the ("Construction Manager" or "CM") or ("Project Manager" or "PM"), and will provide administration of the Contract on the District's behalf. After execution of the Contract and Notice to Proceed, **all** correspondence and/or instructions from Contractor and/or District shall be forwarded through the "CM or PM". The "CM or PM" will not be responsible for and will not have control or charge of construction means, methods, techniques, sequences, or procedures or for safety precautions in connection with the Work, which shall all remain the Contractor's responsibility.

2.2 The "CM or PM" (Bernards), however, will have authority to reject materials and/or workmanship not conforming to the Contract Documents, as determined by the District, the Architect, and/or the Project Inspector. The "CM or PM" shall also have the authority to require special inspection or testing of any portion of the Work, whether it has been fabricated, installed, or fully completed. Any decision made by the "CM or PM", in good faith, shall not give rise to any duty or responsibility of the "CM or PM" to: the Contractor; any Subcontractor; the Contractor or Subcontractor's respective agents, employees; or other persons performing any of the Work. The "CM or PM" shall have free access to any or all parts of Work at any time.

2.3 If the District does not use a "CM or PM" on this Project, all references within the Contract Documents to "CM or PM" shall be read as District.

3. INSPECTOR, INSPECTIONS, AND TESTS

3.1 Project Inspector

3.1.1 One or more Project Inspector(s), including Special Project Inspector(s), as required, will be assigned to the Work by District, in accordance with requirements of title 24, part 1, of the California Code of Regulations, to enforce the building code and monitor compliance with Plans and Specifications for the Project previously approved by the DSA. Duties of Project Inspector(s) are specifically defined in section 4-342 of said part 1 of title 24.

3.1.2 No Work shall be carried on except with the knowledge and under the inspection of the Project Inspector(s). The Project Inspector(s) shall have free access to any or all parts of Work at any time. Contractor shall furnish Project Inspector(s) reasonable opportunities for obtaining such information as may be necessary to keep Project Inspector(s) fully informed respecting progress and manner of work and character of materials, including, but not limited to, submission of form DSA 156 (or the most current version applicable at the time the Work is performed) to the Project Inspector at least 48 hours in advance of the commencement and completion of construction of each and every aspect of the Work. Forms are available on the DSA's website at: <http://www.dgs.ca.gov/dsa/Forms.aspx>. Inspection of Work shall not relieve Contractor from an obligation to fulfill this Contract. Project Inspector(s) and the DSA are authorized to suspend work whenever the Contractor and/or its Subcontractor(s) are not complying with the Contract Documents. Any work stoppage by the Project Inspector(s) and/or DSA shall be without liability to the District. Contractor shall instruct its Subcontractors and employees accordingly.

3.1.3 If Contractor and/or any Subcontractor requests that the Project Inspector(s) perform any inspection off-site, this shall only be done if it is allowable pursuant to applicable regulations and DSA approval, if the Project Inspector(s) agree to do so, and at the expense of the Contractor.

3.2 Costs for After Hours and/or Off Site Inspections

If the Contractor performs Work outside the Inspector's regular working hours or requests the Inspector to perform inspections off Site, costs of any inspections required outside regular working hours or off Site shall be borne by the Contractor and may be invoiced to the Contractor by the District or the District may deduct those expenses from the next Progress Payment.

3.3 Project Inspection Card(s)

Contractor shall verify that forms DSA 152 (or the current version applicable at the time the Work is performed) are issued for the Project prior to the commencement of construction.

3.4 Contractor's Supervision

3.4.1 During progress of the Work, Contractor shall keep on the Premises, and at all other locations where any Work related to the Contract is being performed, an experienced and competent project manager and construction superintendent who are employees of the Contractor, to whom the District does not object and at least one of whom shall be fluent in English, written and verbal.

3.4.2 The project manager and construction superintendent shall both speak fluently the predominant language of the Contractor's employees.

3.4.3 Before commencing the Work herein, Contractor shall give written notice to District of the name of its project manager and construction superintendent. Neither the Contractor's project manager nor construction superintendent shall be changed except with prior written notice to District. If the Contractor's project manager and/or construction superintendent proves to be unsatisfactory to Contractor, or to District, any of the District's employees, agents, the Construction Manager, or the Architect, the unsatisfactory project manager and/or construction superintendent shall be replaced. However, Contractor shall notify District in writing before any change occurs, but no less than two (2) business days prior. Any replacement of the project manager and/or construction superintendent shall be made promptly and must be satisfactory to the District. The Contractor's project manager and construction superintendent shall each represent Contractor, and all directions given to Contractor's project manager and/or construction superintendent shall be as binding as if given to Contractor.

3.4.4 Contractor shall give efficient supervision to Work, using its best skill and attention. Contractor shall carefully study and compare all Contract Documents, Drawings, Specifications, and other instructions and shall at once report to District, Construction Manager, and Architect any error, inconsistency, or omission that Contractor or its employees and Subcontractors may discover, in writing, with a copy

to District's Project Inspector(s). The Contractor shall have responsibility for discovery of errors, inconsistencies, or omissions.

4. Contractor's General Conditions, the following are additional fixed requirements:

4.1 Required ("CM or PM") Field Office

4.1.1 Construction Manager and IOR: Contractor to provide and maintain a weatherproof and waterproof (1) field office trailer 40' X 40', with lockable exterior access for District, Project Manager and Inspector's exclusive use, complying with the following criteria:

4.1.1.1 Provide (5) offices and (1) restroom with sufficient dimension to accommodate furniture as specified below. Offices shall access a central conference room, minimum 15' x 10' in dimension, through 3' doorways, Code compliant ADA ramp and proper toilet facilities. (Construction Manager to provide Layout)

4.1.1.2 Provide adequate heating and cooling, including air conditioning (HVAC).

4.1.1.3 Provide temporary water and toilet services to trailers.

4.1.1.4 Provide adequate electrical and interior overhead fluorescent lighting.

4.1.1.5 Provide Recycling/Trash Dumpster and Services (Weekly).

4.1.1.6 Provide electrical and internet services. Provide (2) data outlets or wireless access in each area.

4.1.1.7 Provide New (5) 3'x5' desks and (2) 3'x6' plan tables, (5) 4 drawer file cabinets, and 5 office chairs. Provide plan rack suitable for full size set of drawings in office.

4.1.1.8 Provide, maintain and pay for xerographic copy machine, with 11 x 17 copy capability, 20 cases of paper products, located in Construction Managers field office for the exclusive use of the Architect, District, Project Manager and Representatives.

4.1.1.9 Provide (1) 90" monitor and camera capable for online conference video/calls.

4.1.1.10 Provide (1) Hard Copy and (1) Electronic Copy of the most current versions of the following publications: RS Means – Building Construction Cost Code Data, RS Means – Facilities Construction Cost Code Data, California Building Code (CBC) and P6 or Program Compatible to contractor scheduling program.

4.1.1.11 Provide (5) hand held device with the latest version of project controls compatible with contractor's project controls programming. (Example, but not

limited to, Procore or equal, for tracking and monitoring asbuilts, RFI's, Submittals, Plans and specification in the field.)

4.1.1.12 Provide bottled drinking water and dispenser, first aid kit, (6) visitor hard hats and safety vests, hand sanitizer, toilet paper, paper towels and cleaning supplies throughout construction duration.

4.1.2 Required General Contractor Field Office: Contractor to provide and maintain a weatherproof and waterproof (1) field office trailer 40' X 40', with lockable exterior access, for the Contractor exclusive use, complying with the following criteria:

4.1.2.1 Provide sufficient dimension to accommodate furniture as specified below. Offices shall access a central conference room, minimum 20' x 20' in dimension, through 3' doorways, Code compliant ADA ramp and proper toilet facilities. (Provide separate access to conference room area). (Final dimensions and layout by Contractor).

4.1.2.2 Provide a gravel area of 1" rock approximately 200' X 200' -3" in depth to place both office trailers and parking to eliminate weather related access.

4.1.2.3 Provide a gravel access road of 1" to trailers approximately 20' X 200' -4" in depth to eliminate weather related access issues (Install and Maintain).

4.1.2.4 Provide adequate weather resistant parking for all trades.

4.1.2.5 Provide adequate heating and cooling, including air conditioning.

4.1.2.6 Provide adequate electrical, security lighting and interior overhead fluorescent lighting.

4.1.2.7 Provide designated cell phone service. Provide a (4) data outlet or wireless access.

4.1.2.8 Provide adequate desks and plan tables, multiple 4 drawer file cabinets and office chairs in each office. Provide plan racks suitable for a full size set of drawings in conference area.

4.1.2.9 Provide 5' x 14' conference table, (12) conference table chairs and (2) 4' x 8' white marker board at conference room.

4.1.2.10 Provide (1) 90" monitor and camera capable for online conference video/calls.

4.1.2.11 Provide ADA accessibility at all times.

4.1.2.12 Provide, maintain and pay for xerographic copy machine, with 11 x 17 color copy capability, located in Contractor field office.

4.1.2.13 Locate offices and sheds as directed by and agreed by District. Project Manager, Architect, Owner, and their representatives shall have free access to the Owners and Inspectors office at all times.

4.1.2.14 All field offices and furnishing shall remain the property of the Contractor and shall be removed from the site upon completion of the work.

4.1.2.15 Provide Temporary facilities: Toilets, hand wash stations, perimeter construction fencing with screen materials for phase 1a, 1b and 2 (8' high), storage containers, security cameras and exterior lighting at office compound.

4.1.2.16 Provide, Monitor and Report Storm Water Pollution Prevention Plan (SWPPP) throughout duration of the project.

4.1.2.17 Contractor to provide weekly field office cleaning and toilet pumping services for both contractor and construction manager field office trailers.

4.1.2.18 Provide bottled drinking water and dispenser, hand sanitizer, printing paper, paper towels, throughout construction duration.

4.1.2.19 Contract to provide (3) covered/sun shade areas and hydration stations for all contractors, subcontractors, workmen, architect, district and district representative to avoid heat exhaustion.

5. CONTRACTOR'S SUBMITTALS AND SCHEDULES

Contractor's submittals shall comply with the provisions and requirements of the Specifications including, without limitation Submittals.

5.1 Preconstruction Service and Construction Services: Schedule of Work, Schedule of Submittals, and Schedule of Values

5.1.1 Within **sixty (60)** calendar days after the date of the Notice to Proceed (**NTP1**) and **NTP2** (unless otherwise specified in the Specifications), the Contractor shall prepare and submit to the District for review, in a form supported by sufficient data to substantiate its accuracy as the District may require:

5.1.1.1 Critical Path Schedule. A schedule of construction indicating the starting and completion dates of the various stages of the Work, including any information and following any form as may be specified in the Specifications. Once approved by District, this shall become the Construction Schedule. This schedule shall include and identify all tasks that are on the Project's critical path with a specific determination of the start and completion of each critical path task as well as all Contract milestones and each milestone's completion date(s) as may be required by the District. **See Exhibit F for time and Durations.**

5.1.1.1.1 The District is not required to approve a schedule of construction with early completion, i.e., one that shows early completion dates for the Work and/or milestones. Contractor shall not be entitled to extra compensation if the District approves a Construction Schedule with an early completion date and Contractor completes the Project beyond the date

shown in the schedule but within the Contract Time. A Construction Schedule showing the Work completed in less than the Contract Time, the time between the early completion date and the end of the Contract Time shall be Float.

5.1.1.2 Within **sixty (60)** calendar days after the date of the Notice to Proceed **NTP 1 and NTP 2** (unless otherwise specified in the Specifications), the Contractor shall prepare and submit to the District for review, in a form supported by sufficient data to substantiate its accuracy a Schedule of Values. A schedule of values for all of the Work, which must include quantities and prices of items aggregating the Contract Price and must subdivide the Work into component parts in sufficient detail to serve as the basis for progress payments during construction. Unless the Special Conditions contain different limits, this schedule of values shall include, at a minimum, the following information and the following structure:

5.1.1.2.1 Divided into at least the following categories:

- 5.1.1.2.1.1** Overhead and profit;
- 5.1.1.2.1.2** Supervision;
- 5.1.1.2.1.3** General conditions;
- 5.1.1.2.1.4** Layout;
- 5.1.1.2.1.5** Mobilization;
- 5.1.1.2.1.6** Submittals;
- 5.1.1.2.1.7** Bonds and insurance;
- 5.1.1.2.1.8** Close-out/Certification documentation;
- 5.1.1.2.1.9** Demolition;
- 5.1.1.2.1.10** Installation; all trades
- 5.1.1.2.1.11** Rough-in;
- 5.1.1.2.1.12** Finishes;
- 5.1.1.2.1.13** Testing;
- 5.1.1.2.1.14** Contingency;
- 5.1.1.2.1.15** Allowance; **See Exhibit B**
- 5.1.1.2.1.16** Punchlist and District acceptance

5.1.1.2.2 And also divided by each of the following areas:

- 5.1.1.2.2.1** Site work;
- 5.1.1.2.2.2** By each building;
- 5.1.1.2.2.3** By each floor;
- 5.1.1.2.2.4** Offsite work; (B Permit Work)

5.1.1.2.3 The schedule of values shall not provide for values any greater than the following percentages of the Contract value:

- 5.1.1.2.3.1** Mobilization and layout combined to equal not more than 1%;
- 5.1.1.2.3.2** Submittals, samples and shop drawings combined to Equal not more than 3%;

5.1.1.2.3.3 Bonds and insurance combined to equal not more than 2%.

5.1.1.2.3.4 Project Construction Contingency set aside for each trade.

5.1.1.2.3.5 Allowances, **See Exhibit B**

5.1.1.2.3.6 Closeout documentation shall have a value in the preliminary schedule of not less than 5%.

5.1.1.2.4 Notwithstanding any provision of the Contract Documents to the contrary, payment of the Contractor's overhead, supervision, general conditions costs, and profit, as reflected in the Cost Breakdown, shall be paid based on percentage complete, with the disbursement of Progress Payments and the Final Payment.

5.1.1.2.5 Contractor shall certify that the schedule of values as submitted to the District is accurate and reflects the costs as developed in preparing Contractor's bid. For example, without limiting the foregoing, Contractor shall not "front-load" the preliminary schedule of values with dollar amounts greater than the value of activities performed early in the Project.

5.1.1.2.6 The schedule of values shall be subject to the District's review and approval of the form and content thereof. In the event that the District objects to any portion of the schedule of values, the District shall notify the Contractor, in writing, of the District's objection(s) to the preliminary schedule of values. Within five (5) calendar days of the date of the District's written objection(s), Contractor shall submit a revised schedule of values to the District for review and approval. The foregoing procedure for the preparation, review and approval of the schedule of values shall continue until the District has approved the entirety of the schedule of values.

5.1.1.2.7 Once the preliminary schedule of values is approved by the District, this shall become the Schedule of Values. The Schedule of Values shall not be thereafter modified or amended by the Contractor without the prior consent and approval of the District, which may be granted or withheld in the sole discretion of the District.

5.1.1.3 "Construction Services" Schedule of Submittals. A schedule of submittals, including Shop Drawings, Product Data, and Samples submittals. Once approved by District, this shall become the Submittal Schedule. All submittals shall be forwarded to the District by the date indicated on the approved Submittal Schedule, unless an earlier date is necessary to maintain the Construction Schedule, in which case those submittals shall be forwarded to the District so as not to delay the Construction Schedule. Upon request by the District, Contractor shall provide an electronic copy of all submittals to the District. All submittals shall be submitted no later than **90 days** after the Notice to Proceed of Construction Services (**NTP 2**).

5.1.1.4 Safety Plan. Contractor's Safety Plan specifically adapted for the Project. Contractor's Safety Plan shall comply with the following requirements:

5.1.1.4.1 All applicable requirements of California Division of Occupational Safety and Health ("CalOSHA") and/or of the United States Occupational Safety and Health Administration ("OSHA").

5.1.1.4.2 All provisions regarding Project safety, including all applicable provisions in these General Conditions.

5.1.1.4.3 Contractor's Safety Plan shall be in English and in the language(s) of the Contractor's and its Subcontractors' employees.

5.1.1.4.4 Provide a project specific safety plan within 30 Days of **NTP 2**.

5.1.1.5 Complete Registered Subcontractors List. The name, address, telephone number, facsimile number, California State Contractors License number, classification, DIR registration number and monetary value of all Subcontracts of any tier for parties furnishing labor, material, or equipment for completion of the Project.

5.1.2 Contractor must provide all schedules both in hard copy and electronically, in a format (e.g., Microsoft Project or Primavera) approved in advance by the District.

5.1.3 The District will review the schedules submitted and the Contractor shall make changes and corrections in the schedules as requested by the District and resubmit the schedules until approved by the District.

5.1.4 The District shall have the right at any time to revise the schedule of values if, in the District's sole opinion, the schedule of values does not accurately reflect the value of the Work performed.

5.1.5 All submittals and schedules must be approved by the District before Contractor can rely on them as a basis for payment.

5.2 Monthly Progress Schedule(s)

5.2.1 Contractor shall provide Monthly Progress Schedule(s) to the District. A Monthly Progress Schedule shall update the approved Construction Schedule or the last Monthly Progress Schedule, showing all work completed and to be completed as well as updating the Registered Subcontractors List. The monthly Progress Schedule shall be sent within the timeframe requested by the District and shall be in a format acceptable to the District and contain a written narrative of the progress of work that month and any changes, delays, or events that may affect the work. The process for District approval of the Monthly Progress Schedule shall be the same as the process for approval of the Construction Schedule.

5.2.2 Contractor shall submit weekly updates of "Three Week Look Ahead" one day prior to weekly OAC meetings, in addition to the monthly updates.

5.2.3 Contractor shall submit Monthly Progress Schedule(s) with all payment applications.

5.2.4 Contractor must provide all schedules both in hard copy and electronically, in a format (e.g., Microsoft Project or Primavera) approved in advance by the District.

5.2.5 The District will review the schedules submitted and the Contractor shall make changes and corrections in the schedules as requested by the District and resubmit the schedules until approved by the District.

5.2.6 The District shall have the right at any time to revise the schedule of values if, in the District's sole opinion, the schedule of values does not accurately reflect the value of the Work performed.

5.2.7 All submittals and schedules must be approved by the District before Contractor can rely on them as a basis for payment.

5.3 Access to Work

District and its representatives shall at all times have access to Site and Work areas wherever it is in preparation or progress, including storage and fabrication. Contractor shall provide safe and proper facilities for such access so that District's representatives may perform their functions.

5.4 No Signs

Neither the Contractor nor any other person or entity shall display any signs not required by law or the Contract Documents at the Site, fences trailers, offices, or elsewhere on the Site without specific prior written approval of the District.

5.5 Discovery of Hazardous Waste and/or Unusual Conditions

5.5.1 Pursuant to Public Contract Code section 7104, if the Work involves digging trenches or other excavations that extend deeper than four feet below the Surface, the Contractor shall promptly, and before the following conditions are disturbed, notify the District, in writing, of any:

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

5.5.1.2 Subsurface or latent physical conditions at the Site differing from those indicated.

5.5.1.3 Unknown physical conditions at the Site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract.

5.5.2 The District shall promptly investigate the conditions, and if it finds that the conditions do materially so differ, or do involve hazardous waste, and cause a decrease or increase in the Contractor's cost of, or the time required for,

performance of any part of the Work, shall issue a Change Order under the procedures described herein.

5.5.3 In the event that a dispute arises between District and the Contractor whether the conditions materially differ, or involve hazardous waste, or cause a decrease or increase in the Contractor's cost of, or time required for, performance of any part of the Work, the Contractor shall not be excused from any scheduled completion date provided for by the Contract, but shall proceed with all work to be performed under the Contract. The Contractor shall retain any and all rights provided either by Contract or by law that pertain to the resolution of disputes and protests.

6. TIME

6.1 Notice to Proceed

6.1.1 District may issue a Notice to Proceed within ninety (90) days from the date of the Notice of Award. Once Contractor has received the Notice to Proceed, Contractor shall complete the Work within the period of time indicated in the Contract Documents.

6.1.2 In the event that the District desires to postpone issuing the Notice to Proceed beyond ninety (90) days from the date of the Notice of Award, it is expressly understood that with reasonable notice to the Contractor, the District may postpone issuing the Notice to Proceed. It is further expressly understood by Contractor that Contractor shall not be entitled to any claim of additional compensation as a result of the postponement of the issuance of the Notice to Proceed.

6.1.3 If the Contractor believes that a postponement of issuance of the Notice to Proceed will cause a hardship to Contractor, Contractor may terminate the Contract. Contractor's termination due to a postponement shall be by written notice to District within ten (10) days after receipt by Contractor of District's notice of postponement. It is further understood by Contractor that in the event that Contractor terminates the Contract as a result of postponement by the District, the District shall only be obligated to pay Contractor for the Work that Contractor had performed at the time of notification of postponement. Should Contractor terminate the Contract as a result of a notice of postponement, District shall have the authority to award the Contract to the next lowest responsive responsible bidder.

6.2 Computation of Time / Adverse Weather

6.2.1 The Contractor will only be allowed a time extension for Adverse Weather conditions if requested by Contractor in compliance with the time extension request procedures and only if all of the following conditions are met:

6.2.1.1 The weather conditions constitute Adverse Weather, as defined herein and further specified in the Special Conditions;

6.2.1.2 Contractor can verify that the Adverse Weather caused delays in excess of five (5) hours of the indicated labor required to complete the scheduled tasks of Work on the day affected by the Adverse Weather;

6.2.1.3 The Contractor's crew is dismissed as a result of the Adverse Weather;

6.2.1.4 Said delay adversely affects the critical path in the Construction Schedule; and

6.2.1.5 Exceeds twelve (12) days of delay per year.

6.2.2 If the aforementioned conditions are met, a non-compensable day-for-day extension will only be allowed for those days in excess of those indicated in the Special Conditions.

6.2.3 The Contractor shall work seven (7) days per week, if necessary, irrespective of inclement weather, to maintain access and the Construction Schedule, and to protect the Work under construction from the effects of Adverse Weather, all at no further cost to the District.

6.2.4 The Contract Time has been determined with consideration given to the average climate weather conditions prevailing in the County in which the Project is located.

6.3 Hours of Work

6.3.1 Sufficient Forces

Contractor and Subcontractors shall continuously furnish sufficient and competent work forces with the required levels of familiarity with the Project and skill, training and experience to ensure the prosecution of the Work in accordance with the Construction Schedule.

6.3.2 Performance During Working Hours

Work shall be performed during regular working hours as permitted by the appropriate governmental agency except that in the event of an emergency, or when required to complete the Work in accordance with job progress, Work may be performed outside of regular working hours with the advance written consent of the District and approval of any required governmental agencies.

7. EXTENSIONS OF TIME – LIQUIDATED DAMAGES

7.1 Liquidated Damages (LDs)

Contractor and District hereby agree that the exact amount of damages for failure to complete the Work within the time specified is extremely difficult or impossible to determine. If the Work is not completed within the time specified in the Contract Documents, it is understood that the District will suffer damage. It being impractical and unfeasible to determine the amount of actual damage, it is agreed the Contractor shall pay to District as fixed and liquidated damages, and not as a penalty, the amount set forth in the Agreement for each calendar day of delay in completion (**\$ 5,000.00**). Contractor and its Surety shall be liable for the amount thereof pursuant to Government Code section 53069.85. LDs shall apply for different phases of the project. "For example, LDs would apply if the General Contractor does not meet the required Substantial

Completion date for Phases 1a, 1b and 2 and then not meet the required Substantial Completion date for Phase 3 and then not meet the required Substantial Completion date for Phase 4".

END OF DOCUMENT

Exhibit B

Allowance for Pre-Construction Services Phase

N/A

Allowances for Construction Services Phase

I


Shall be included in the base bid the following allowances in the amounts as indicated. Contractor to track costs both expenditures and credits throughout duration of project. Refund unused funds to Owner as required per lease documents. Funds can be used or transferred from item to item only on Owner's approval.

<u>S. No.</u>	<u>Description</u>	<u>Amount (USD)</u>
1	Project Security Cameras, Project Time Lapse photos/videos, and CM Replenish Field and Office Supplies	\$ 60,000.00
2	Phase #3 & #4 Temporary Perimeter Construction Fencing	\$ 20,000.00
3	Project Signage, Partnering, Public Notices and Community Outreach	\$ 20,000.00
4	Unforeseen Offsite Fees B/Permit Contingency	\$ 50,000.00
5	Unforeseen Offsite Cleanup and Maintenance	\$ 25,000.00
6	Unforeseen Environmental Site Conditions	\$ 100,000.00
7	Unforeseen Offsite Improvements	\$ 100,000.00
8	Unforeseen Utility Work Onsite	\$ 50,000.00
9	Unforeseen Site / Geotechnical Dewatering and Soils Conditions	\$ 100,000.00
10	Unforeseen Changes for Unapproved DSA addenda	\$ 50,000.00
	Total Allowances	\$ 575,000.00

Exhibit F

Construction Duration Bid to Completion Schedule

The work shall be performed under two (2) separate Notice to Proceed (NTP). Upon issuance of NTP 1, the contractor shall immediately proceed on certain items of Pre-construction Services herewith under NTP 1. Contractor's completion and Owner's acceptance of the items listed as pre-construction services in RFQ/P condition precedence to issuance of NTP 2 without impacting the contract time. Should the contractor complete the requirements of NTP 1 prior to the end of its duration, the Contractor may upon the Owner's approval and Issuance of NTP 2, commence with the balance of the work noted in Construction Services. Other than the items under NTP 1, No other work will be allowed prior to the issuance of NTP 2.

NTP 1: Pre-Construction Services	90 Days		→ 1,080 Days
NTP 2: Construction Services (Phases 1a, 1b, & 2)	900 Days		
Substantial – Completion (NTP2)	90 Days		

Fixed GC's for Pre-Construction and Construction Services shall be set on the bases of NTP1 – Phases 1 - 4 → 1,320 Days

Event / Occurrence	Date / Deadline
Board Award for Preconstruction Services	10/28/2020
Notice to Proceed for Preconstruction Services (NTP 1)	11/01/2020
GMP and PLA Negotiation Period	11/03/2020 thru' 01/14/2021
Board Award for Construction Services Contract	01/27/2021
Notice to Proceed for Construction Services (NTP 2)	01/29/2021
Contract Issuance	02/03/2021
Construction Period	02/04/2021 thru' 07/24/2023
Closeout Period	07/25/2023 thru' 10/23/2023
<i>If Phase #3 is awarded prior to June 1, 2022; then the construction services (NTP 2) period becomes 1020 days for Phases 1a, 1b, 2 & 3.</i>	
<i>If Phase #4 is awarded prior to December 1, 2022; then the construction services (NTP 2) period becomes 1140 days for Phases 1a, 1b, 2, 3 & 4.</i>	

SAMPLE EXHIBIT G

	A	B	C	D	E	F
	ITEM	CURRENT CONTRACT (Amendment 1)	END OF PROJECT ACCOUNTING	NOTES	SAVINGS RETURN	NOTES
1	Preliminary Services	\$ 98,857	\$ 98,857	No Change	\$ -	No Change
2	Trade Cost	\$ 13,314,212	\$ 13,816,409	Contract (B2) + CARs (B17)	\$ (983,761)	GMP Surplus of \$360,336 returned to Owner
3	GC/GR	\$ 991,926	\$ 1,072,962	Contract GC (B3) + CONT GC (B18) + CONT SDI (B19)	\$ -	No Change
4	Contingency	\$ 1,331,421	\$ 722,334	Contract CONT (B4) - Apvd CONT (B16)	\$ (722,334)	Un-Used Contingency of \$ 1,618 returned to Owner.
5	Subtotal (Items 1,2,3,4)	\$ 15,736,416	\$ 15,710,562		\$ (1,706,095)	
6	Insurance/Bond % of 2+3+4 (Bonds & Insurance on Attach A)	\$ 298,992	\$ 298,501	Calculated	\$ (32,416)	Insurance and Bonds Reduced by calculation (1.9%)
7	Subtotal (Items 5,6)	\$ 16,035,408	\$ 16,009,063		\$ (1,738,511)	
8	OH&P -% of 2+3+6	\$ 657,231	\$ 683,454	Calculated	\$ (45,728)	Fee Decreased by calculation (4.5%)
9	Subtotal (Items 2+3+4+6+8)	\$ 16,593,782	\$ 16,593,660		\$ (1,784,239)	
11	Allowances				\$ -	
12	GMP (2+3+4+6+8+11)	\$ 16,593,782	\$ 16,593,660	Calculated	\$ (1,784,239)	
	Financed Amount (Lease Payment) Final Calculated at 4.01181%	\$ 665,711	\$ 665,711	Kept the same per District direction.	\$ -	
13	Financing Costs	\$ 14,512	\$ 14,512	Kept the same per District direction.	\$ -	
14	Total Contract (1+12+13)	\$ 16,707,151	\$ 16,707,029		\$ (1,784,239)	Total Savings - Returned to Owner

Final Contract Value: \$ 14,922,912

Change Summary

15	GMP to be Returned (Refer to Log)	\$ 983,761.00
16	Approved Contingency (Refer to Log)	\$ 609,087.00
17	CONT - Trade Costs	\$ 502,197.00
18	CONT GCs / Staffing	\$ 74,401.00
19	CONT SDI	\$ 6,635.00
20	CONT Fee	\$ 25,854.00

Additional Exhibit & Requirements

Section 1: The minimum number of bona fide bids from Subcontractors for a specific trade shall be as follows:

- For Subcontractors on scopes of Work with bids up to One Hundred Thousand Dollars (\$100,000):

➤ **Two (2) Bids**

- For Subcontractors on scopes of Work with bids One Hundred Thousand One Dollars (\$100,001) and above:

➤ **Three (3) Bids**

Section 2: Self-Performing Construction Work - If Contractor intends to propose to self-perform portion(s) of the construction of the Project, it must receive the District's prior written approve. If approved, Contract must provide its pricing (its bid) to the District twenty-four (24) hours prior to Contractors' receipt of Subcontractor bids for those portion(s) of the Work. In addition, regardless of the scope of work and not in any way reducing the number of Subcontractor bids based on the other requirements of the Contract Documents, the minimum number of bona fide bids from Subcontractors for scope(s) of Work that the Contractor is bidding to self-perform shall be **Two (2) Bids**, not including the Contractor's pricing/bid.

Section 3: Fill Soil

- ❖ Contractor will be required to purchase, deliver and place approximately 219, 000 CY (328,500 Tons) of selective import fill to achieve design elevations required for the New Del Sol High Project in accordance with the grading recommendations in the project geotechnical engineering reports. Approximately 13,140 loads at 25 tons a load.
- ❖ At this time, as an option, one of the approved soils barrow site is State Ready Mix and Recycling quarry at Grime Rock Fillmore CA which includes trucking. If a different site or sites are selected, each site will require stockpile testing and approval prior to any soils entering project site.
- ❖ Contractor is responsible for management of soils delivery and placement, monitoring soils deliveries and load counts, volumes, dust control and SWPPP, BMP's, Street Maintenance/cleaning, and relocating to required site locations.
- ❖ Contractor is responsible for development haul route and purchasing of City of Oxnard grading and hauling permits.
- ❖ Contractor will be required to provide and place designed and engineered SWPPP plan during and throughout delivery and placement of additional soils over and above projects SWPPP requirements.
- ❖ All soils testing at selected fill sites will be performed by Tetra Tech to achieve Department of Geotechnical Services Requirements.
- ❖ All Soils visual inspections, mechanical inspection and other testing for compaction will be performed by Twinning Labs.
- ❖ *Please refer to District's website for **Geotechnical Report** and **Geo-hazard Assessment** by clicking [here](#).*

Section 4: Amend Addendum 1 to include "Project Admin and Qualified SWPPP Practitioner" as a part of Required Contractor's Core Crew.

Full Time Project Administrative Assistant (PAA) – CONTRACTOR shall provide, at a minimum, of **One (1)** competent and qualified full-time English-speaking Project Administrative Assistant. This individual shall be physically present at the Project site while any aspect of the Work is being performed and shall have the responsibility for directing and coordinating all aspects of the Work. The PA shall have provable experience in their area of focus and on projects of similar scope and complexity to this Project. The PA shall attend all weekly construction meetings. ***Project Administrative Assistant shall attend the Interview Process and on-site full-time from NTP2 thru the completion of the Project Closeout period.***

Full Time Qualified SWPPP Practitioner (QSP) – CONTRACTOR shall provide, at a minimum, of **One (1)** competent and qualified full time English-speaking QSP. This individual shall be physically present at the Project site while any aspect of the Work is being performed and shall have the responsibility for directing, coordinating, compliance and maintaining all aspects of the SWPPP Work. The QSP shall have provable experience in their area of focus and on projects of similar scope and complexity to this Project. The QSP shall monitor, BMP's, report and enforce maintenance and compliance of the Storm Water Prevention Plan. The QSP shall attend all weekly construction meetings and provide monthly updates. **Project Qualified SWPPP Practitioner shall be on-site from Start of Construction March 1st, 2021 thru Placement of Hardscape surfaces, Part Time from Placement of Hardscape through Substantial Completion.**

Section 5: No cost-loaded schedule is required. Amend Section 1.4 Construction Schedule & Phasing Plan on Page 13 in RFQ/P 631 as follows:

Contractor shall prepare a construction schedule to guide the District, design and management team through to bid dates. That schedule shall show the multi-phases and interrelations of design, constructability review, and estimating. Contractor shall also prepare a ~~fully cost-loaded, resource-loaded~~ construction schedule for the Project detailing the phasing and construction activities, including the Preconstruction Services. Contractor shall further investigate, recommend and prepare a schedule for the District's purchase of materials and equipment requiring long lead-time procurement, and coordinate the schedule with the early preparation of portions of the Contract Documents by the Architect.

Section 6: Amend Section 3 Tenant Improvement Payments on Page 7 of 14 in Exhibit C of Sample LLB document as follows

Prior to the District's taking delivery or occupancy of the Project, the District shall pay to Developer an amount equal to the Guaranteed Maximum Price as modified pursuant to the terms of the Facilities Lease, including Exhibit C and Exhibit D, less the Lease Payments ("Tenant Improvement Payments"). *The District shall withhold an amount equal to one-sixth (1/6) of the Loan Amount (Based on \$1,000,000.00 @ 3.25%) to Exhibit C for the last six (6) progress payments to Developer for its Work on the Project.* Otherwise, the Tenant Improvement Payments will be processed based on the amount of Work performed according to the Developer's Schedule of Values (Exhibit G to the Facilities Lease) and pursuant to the provisions in Exhibit D to the Facilities Lease, including withholding for or escrow of retention of five percent (5%) of the Guaranteed Maximum Price. The withholding for the Loan Amount shall be separate form and in addition to withholding for or escrow of retention.

Section 7: Request for Clarification/Information

Question 1: *Del Sol High School Lease LeaseBack Pre Proposal Meeting Agenda indicates the project will be separated into five (5) phases; Phase 1a, 1b, 2, 3 and 4;*

- a. Please confirm in detail the scope of onsite improvements and buildings that are considered as Phase #1a Onsite Improvements
- b. Please confirm in detail the scope of work and buildings that are considered as Phase #2 Gym and Other
- c. Please confirm as stated in the Pre Proposal Meeting Agenda, that Phase #3 Fields and Stadium and Phase #4 Pool and Pool House will be placed on hold throughout the first two phases

Answer: Please refer to the **Phasing Plan** attached in **Section 9**. For scope of work please refer to the drawings.

Question 2: *Notice Inviting Qualifications and Proposals # 631*

- a. Estimated Contract Time as stated in the Notice Inviting Qualification and Proposals is stated to be 30 Months PLUS 2 months for Preconstruction Services, please confirm the 30 month construction duration is to include Phases 1a, 1b and 2 indicated in the Pre Proposal Agenda only, and that Phases 3 and 4 may extend the total Estimated Contract Time once they are implemented
- b. Section 4.2 General Conditions states to provide as a full Project lump sum, Firm's total proposed charge for its General Conditions in its performance of the Work of the Project. For the purpose of a firm's response please confirm if the proposed General Conditions lump sum amount shall be for 30 months to complete Phases 1a, 1b and 2 only or, if the proposed General Condition lump sum cost is also to include Phase 3 and Phase 4. If the lump sum amount is to include Phase # 3 and Phase # 4, what total overall construction duration is to be considered?

Answer: Please refer to **Exhibit F** & **Phasing Plan in Section 9** for clarification on durations.

Section 8: Cost Proposal (Segment 4) on Pages 6 and 7 in *RFQ/P for Preconstruction and Construction Services* **shall have fixed General Conditions.**

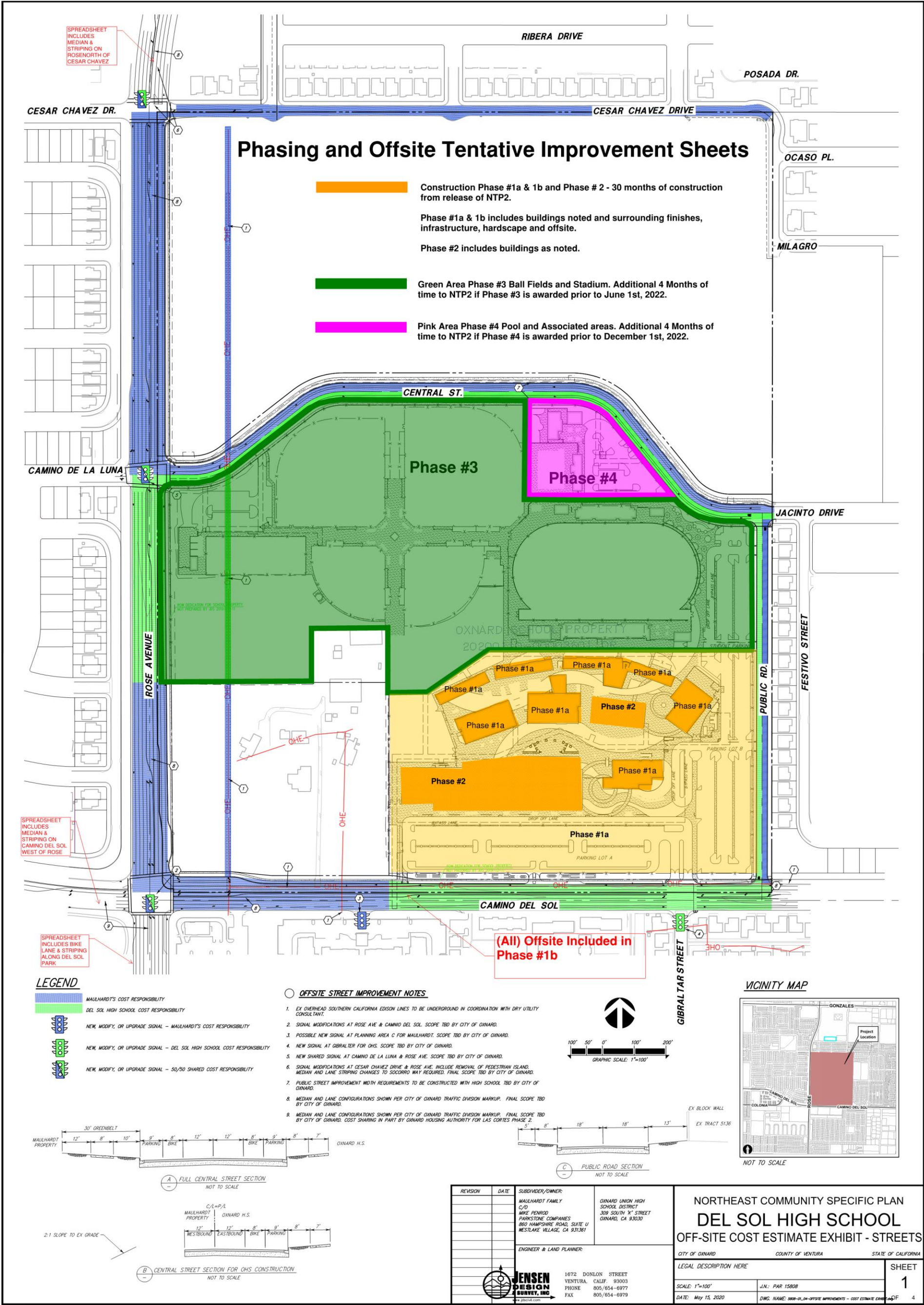
- a) Refer to section 4.2 on page 7 in *RFQ/P for Preconstruction and Construction Services*.

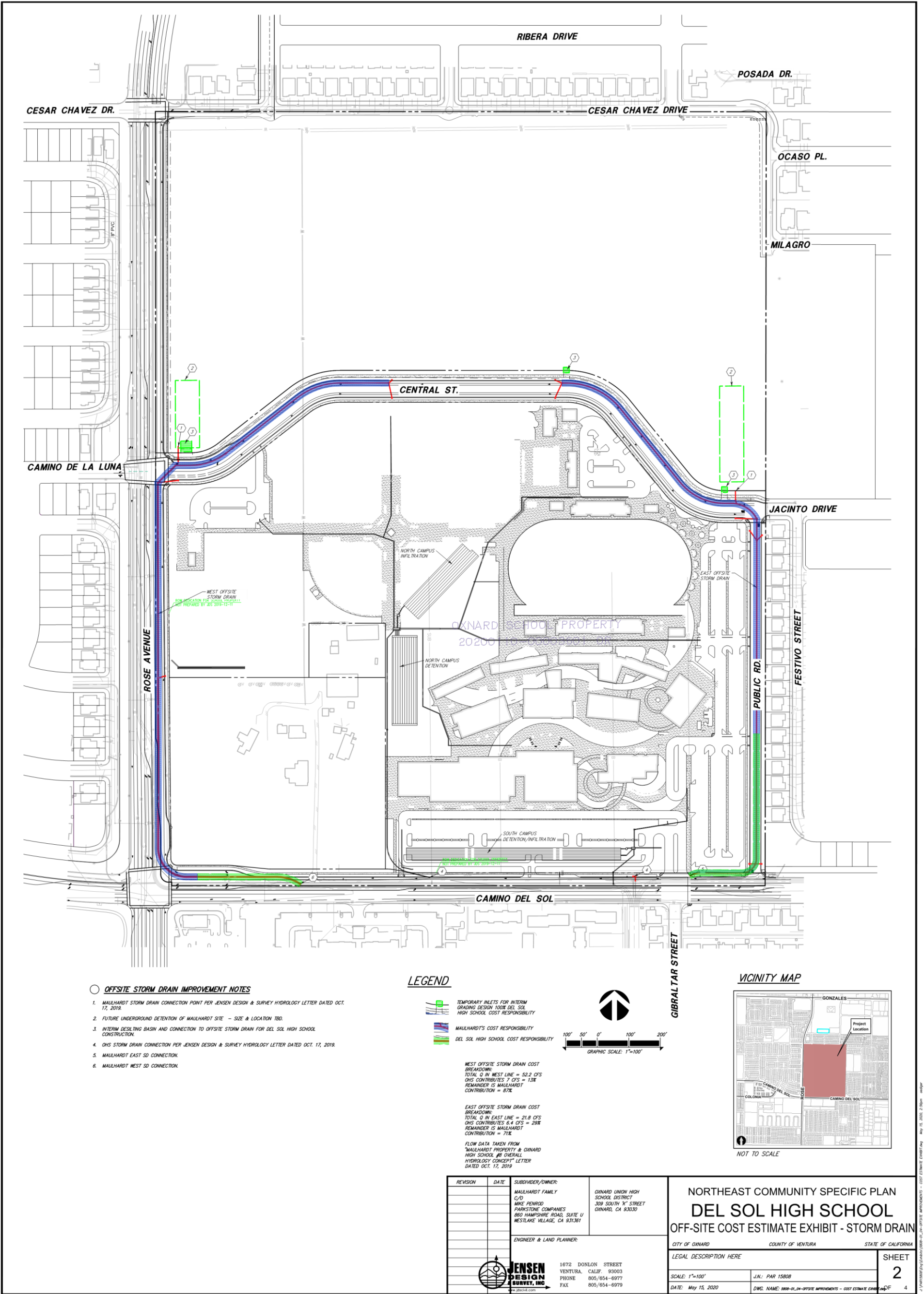
General Conditions: Provide as a **full Project lump sum amount**, Firm's total proposed charge for its General Conditions in its performance of the Work of the Project. Upon District request, Contractor shall provide the fully detailed and itemized list describing all elements of the proposed General Conditions. Do **not** list the General Conditions as a percentage of Project costs.

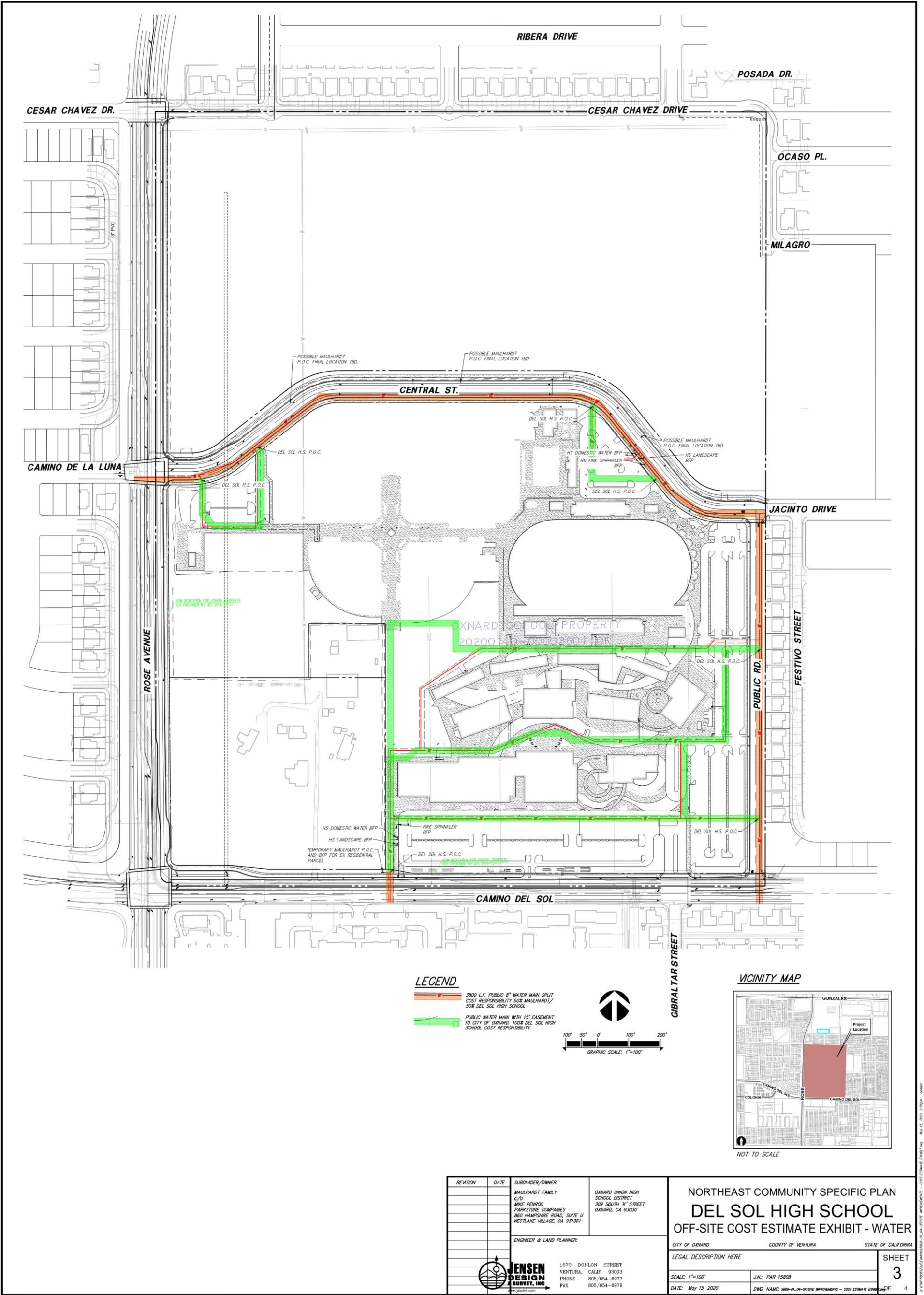
- b) Refer to section 4.3 on page 7 in *RFQ/P for Preconstruction and Construction Services*.

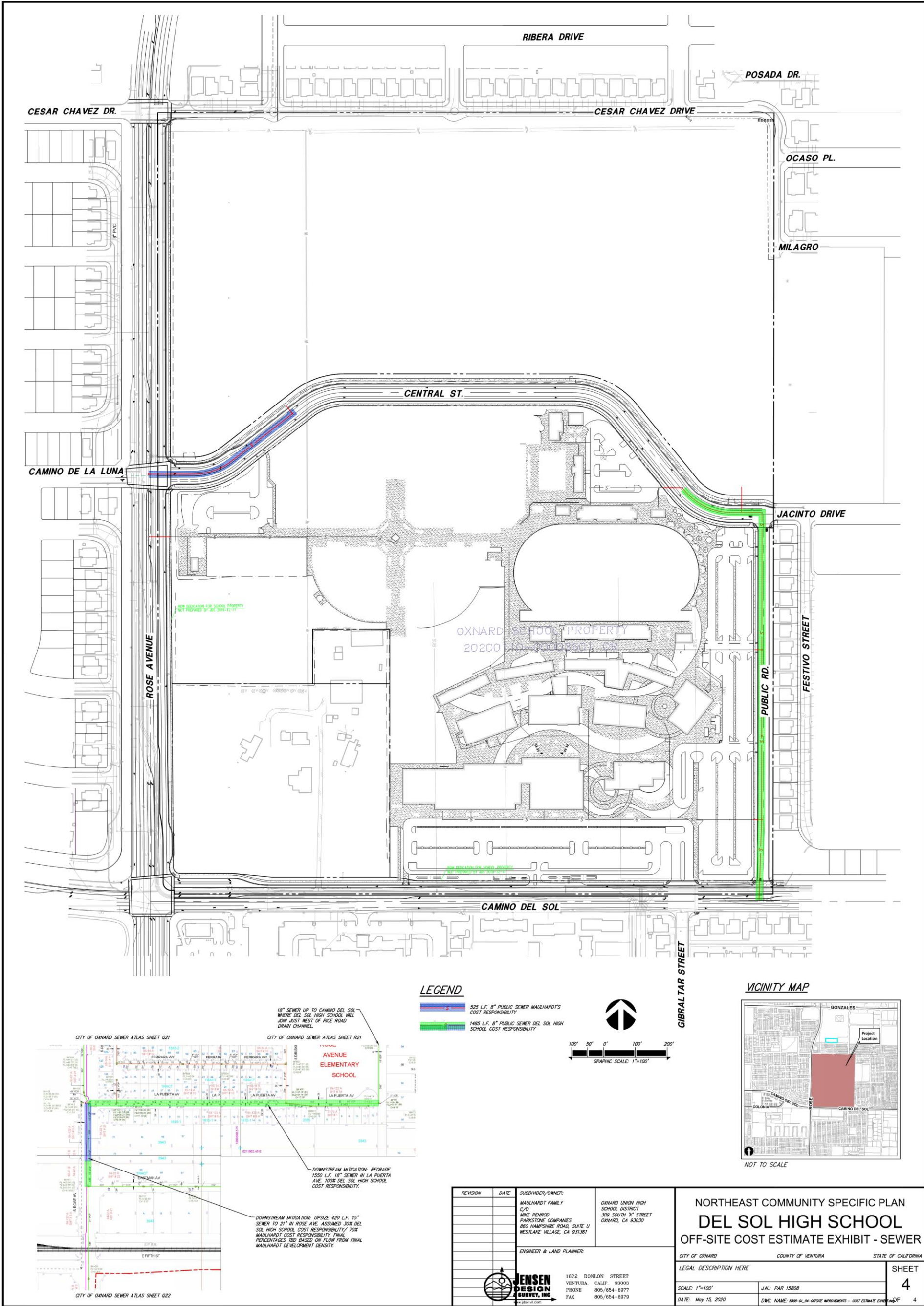
General Conditions: Other Construction Charges: Utilizing the following table, provide the Firm's charges for the following items are based on **Fixed Percentages.**

Section 9: Phasing Plan









Contractor Acknowledgement

Your signature on this document acknowledges you received this disclosure and that you had the opportunity to review your scope of work with the project manager or designee.

While OUHSD retains the right to periodically review the work of any service provider, its supervisors, or its subcontractors, OUHSD does not assume responsibility for any issues identified outside of contract compliance.

[Service Provider Name]

[Street Address]

[City, State Zip]

The above service provider certifies that they, any and all of its subcontractor's, or its supervisors, prior to commencing any work on an OUHSD site, have reviewed and understand the contents of this Document.

[Name]

[Title]

Employer Representative Signature

Date