

## **SPECIAL CONDITIONS**

### Section 00800

#### **1.01 Contract Time**

- A. Substantial Completion of the Work.** The Work shall commence on the Start Date listed on the Notice to Proceed issued by the District to the Contractor and shall be completed (Substantial Completion) within Five Hundred-Four (504) consecutive calendar days from and after the date stated in the Notice to Proceed (Reference Article 7 of the General Conditions).
- B. Interim Milestone Completion Dates.** Notwithstanding any provision of the Contract Documents to the contrary, Contractor shall sequence and coordinate the work so that portions of the work are completed as required by the Work Segment Plan in accordance with the following interim start and completion dates:

## **PROJECT MILESTONES AND ZOO OPERATIONS REQUIREMENTS**

### **1. Project Location and Operational Constraints**

The majority of the Work shall occur within or immediately adjacent to **America's Teaching Zoo at Moorpark College** ("Zoo"). The Zoo is an active instructional and public facility, hosting weekday student field trips and weekend public attendance, with annual visitation exceeding 100,000 patrons.

To minimize disruption to Zoo operations and ensure public, student, and animal safety, the Contractor shall strictly comply with the milestones, procedures, and operational requirements set forth herein.

### **2. Deferred Approval – Bleacher Seating**

Bleacher seating is subject to **Deferred Approval**. The Contractor and the bleacher manufacturer ("Bleacher Company") shall comply with the following schedule requirements, measured from the Notice to Proceed (NTP):

#### **a. Initial Submittal**

Within four (4) weeks of the NTP, the Contractor/Bleacher Company shall submit complete bleacher design documents for Architectural review.

#### **b. Architectural and Owner Review**

Architectural and Owner review shall be completed within two (2) weeks of receipt of the submittal.

#### **c. DSA Version 1 (V1) Submittal**

Within three (3) weeks following return of the submittal for correction, the Contractor/Bleacher Company shall revise and resubmit the documents, complete and ready for upload to the Division of the State Architect (DSA) as V1.

DSA V1 review is anticipated to take approximately eight (8) weeks.

#### **d. DSA Version 2 (V2) Submittal**

Within four (4) weeks of receipt of DSA V1 comments, the Contractor/Bleacher Company shall make all required corrections and submit documents for DSA V2 review. DSA V2 review is anticipated to take approximately four (4) weeks, resulting in document approval.

#### **e. Fabrication and Delivery**

Upon DSA approval, fabrication and delivery of the bleachers to Moorpark College shall occur within twenty-seven (27) weeks following DSA approval.

### **3. On-Site Demolition and Construction Sequencing**

#### **a. Demolition**

Demolition of the existing bleachers and storage area shall commence following receipt of the DSA V1 submittal approval, but no sooner than thirty-nine (39) weeks following the NTP. Work on the east side of the roadway may commence at this time as well. The intent is to fully clear the site in preparation of construction activities, with demolition work completed in four (4) weeks, which is anticipated to be approximately forty-three (43) weeks following NTP.

#### **b. Storage Building Footings**

Construction of footings for the storage building shall begin immediately following demolition and site clearing, anticipated at approximately forty-three (43) weeks following NTP. The storage structure shall be erected prior to bleacher installation to maintain site access.

#### **c. Bleacher Footings**

Footings for the bleachers shall commence following the erection of the storage building frame, anticipated at approximately forty-five (45) weeks following NTP. Footings shall be completed and ready for installation upon bleacher delivery, which is anticipated to be fifty-two (52) weeks following the NTP.

#### **d. Erection**

Bleacher and storage building erection shall be completed no later than sixty (60) weeks following NTP.

#### **e. Substantial Completion**

Substantial Completion shall be achieved no later than seventy-two (72) weeks following NTP.

### **4. DSA Review Time Disclaimer**

DSA review and approval durations are estimates only. The District does not guarantee DSA review timelines. Should actual DSA review durations exceed the anticipated timeframes, all subsequent milestones affected by such delay shall be adjusted accordingly by the Contractor, **without additional cost to the District**.

### **5. Zoo Operations and Site Access Requirements**

Due to the sensitive and active nature of the Zoo environment, the Contractor shall comply with the following requirements at all times. The Contractor is responsible for ensuring all subcontractors and personnel adhere to these provisions.

### **5.1 Zoo Operating Hours**

- Monday–Friday: 6:30 a.m. to 5:00 p.m.
- Weekends and Holidays: 8:00 a.m. to 5:00 p.m.

Construction activities shall not begin before Zoo opening hours nor extend beyond closing hours without prior written approval. Personnel shall not enter Zoo grounds before Zoo staff are present.

### **5.2 Work Outside Normal Hours**

Any work within the Zoo or in close proximity to the Zoo perimeter outside the hours listed above shall require written coordination with the District Maintenance and Facilities Office (DMFO) and Zoo staff at least forty-eight (48) hours in advance.

### **5.3 Notification Requirements**

The Contractor shall provide a minimum of forty-eight (48) hours' notice for any activity outside routine construction operations, including but not limited to:

- Material deliveries
- Concrete placements
- Crane operations
- Heavy equipment or boom lifts
- Dump vehicles
- Use of areas outside the Contractor's assigned work limits

### **5.4 Zoo Shows and Public Access**

Zoo shows and tours typically occur on weekdays between 10:00 a.m. and 12:00 p.m., with public access on weekends. Noise and disruptive activities shall be minimized during these periods. The District will periodically provide show schedules to assist coordination.

### **5.5 Site Access and Traffic Control**

- Entry through Zoo vehicle gates requires use of the intercom to contact Zoo staff.
- Construction personnel shall not enter Zoo grounds unless Zoo staff are present.
- Any temporary blockage of public roads or access routes shall be coordinated in advance with Zoo staff.
- At the end of each workday, Zoo staff shall be notified to secure gates.

### **5.6 Speed Limits and Right-of-Way**

- Maximum speed within Zoo grounds: **5 mph**.
- Extreme caution shall be exercised at blind corners.
- Students handling animals have absolute right-of-way. Instructions from such students shall be followed immediately.

## 5.7 Animal Safety

- No interaction with animals is permitted without Zoo staff approval.
- Personnel shall not wander Zoo grounds during breaks.
- Excessive dust, noise, chemicals, or vapors that may affect animal health are prohibited.
- Zoo staff shall be notified at least forty-eight (48) hours in advance if animal relocation or enclosure protection may be required.

## 5.8 Fencing and Security

The Zoo perimeter fence shall remain intact and secure at all times. At the end of each workday:

- Fence clearance shall not exceed three (3) inches above grade.
- Openings shall not exceed three (3) inches in any dimension.
- Fence height shall be maintained at a minimum of eight (8) feet in compliance with USDA regulations.

## 5.9 Campus Policies

- Moorpark College is a smoke-free campus; smoking is prohibited.
- Food is prohibited beyond the Zoo picnic area.
- All trash and food waste shall be disposed of in designated receptacles to prevent animal exposure.

## 1.02 Liquidated Damages

- A. **Delayed Substantial Completion of the Work.** Pursuant to Article 7 of the General Conditions, the Contractor shall be subject to the assessment and withholding of Liquidated Damages for failure to achieve Substantial Completion of the Work within the Contract Time as indicated in item 1.01.A, above. Liquidated Damages shall be at the rate of Five Hundred Dollars (\$500) per calendar day until Substantial Completion of the Work is achieved.
- B. **Delayed Completion of Interim Milestones.** Five Hundred Dollars (\$500) per calendar day until the Interim Milestone Objectives of the Work as described in 1.01 B. above is achieved.
- C. **Delayed Final Completion of the Work.** Pursuant to Article 7 of the General Conditions, the Contractor shall be subject to the assessment and withholding of Liquidated Damages for failure to achieve Final Completion of the Work in

accordance with the Contract Documents. Liquidated Damages shall be at the rate of Five Hundred Dollars (\$500) per Calendar-day until Final Completion of the Work is achieved

**D. Delayed Submittals.** The per day assessment of Liquidated Damages for Contractor's delayed submission of Submittals pursuant to Article 4.8.2.1 of the General Conditions is One Hundred Dollars (\$100) per calendar day per Submittal until the required Submittal is submitted.

**E. Cumulative Assessment of Liquidated Damages.** If the Contractor fails to timely delivery the Submittals, fails to achieve Final Completion of the Work Segments as set forth herein, or fails to achieve Substantial or Final Completion of the Work, the Contractor shall be subject to assessment and withholding of Liquidated Damages in the amounts set forth above for each such portion of the Work which is not timely delivered or completed within the time allocated for each portion of the Work.

**F. Contractor Liquidated Damages.** – N/A

### **1.03 Insurance**

**A. Insurance Provided By Contractor.** Pursuant to Article 6 of the General Conditions, the Contractor shall provide and maintain the following insurance coverage amounts as set forth below:

- 1. Workers Compensation Insurance**  
In accordance with limits established by law.
- 2. Employers Liability Insurance** \$1,000,000
- 3. Commercial General Liability Insurance**  
Per Occurrence \$2,000,000  
Aggregate \$5,000,000
- 4. Automobile Liability Insurance** \$1,000,000
- 5. Builders Risk Insurance**  
In an amount equal to 110% of the original Contract Price.
- 6. Excess Products and Completed Operations** \$2,000,000

**B. Insurance Provided by Subcontractors.**

Pursuant to Article 6 of the General Conditions, all Subcontractors and Sub-Subcontractors shall provide and maintain the following insurance coverages, with minimum coverage amounts as set forth below:

- 1. Workers Compensation Insurance**  
In accordance with limits established by law.
- 2. Employers Liability Insurance** \$1,000,000

<b>3. Commercial General Liability Insurance</b>	
Per Occurrence	\$1,000,000
Aggregate	\$2,000,000
<b>4. Automobile Liability</b>	
Bodily Injury/Property Damage Per Occurrence	\$1,000,000

**1.04 Drawings and Specifications.**

The number of sets of the Drawings and Specifications, which the District will provide to the awarded Contractor, pursuant to Article 2.1.2 of the General Conditions, is one (1) set of reproducible specifications with plans.

**1.05 Number of Contract Documents.**

The number of executed copies of the Agreement is two (2); the number of Performance Bonds and Payment Bonds required is one (1).

**1.06 Security.**

In addition to the security requirements set forth elsewhere in the Contract Documents, the Contractor must adhere to the following:

- A. **Locked Door Policy.** No building, room or site gate shall be left unsecured for any period of time when not occupied by the Contractor and/or after the Contractor's daily work hours.

**1.07 Working Hours.**

The working hours for this Contract shall be 7:00 a.m. to 7:00 p.m. Monday through Friday. Saturday/Sunday work requires written notification to the District.

Work hours are subject to standard construction hours per the Ordinance set by the **City of Moorpark, CA**. Contractor is expected to work weekends and holidays, as necessary, to complete the work within the specified time of completion without any additional cost to the District. At the District's request, Contractor shall modify the working hours for the Contract without adjustment of the Contract Time or Contract Price. (Reference General Conditions Article 7.2.1)

**1.08 Temporary Electric Power.**

Provide temporary electric power as necessary for execution of work. The Contractor will arrange distribution service point for electric power with the Director of Facilities, Maintenance and Operations (DFMO). Contractor shall provide meters, necessary wiring, switches, receptacles, etc., and make connections to distribution points. Contractor is to pay all costs for temporary electric power.

**1.09 Temporary Lighting.**

Provide lighting and outlets in temporary structures and wherever necessary for proper performance and inspection of work. If operations are performed during hours of darkness and whenever District deems natural lighting insufficient, provide adequate floodlights, clusters, and spot illumination, as required to facilitate reading of drawings and specifications. Make arrangements with subcontractors for electric services and

lighting as necessary in performance of their work. Contractor is to pay for all temporary lighting.

**1.10 Temporary Heat and Ventilation.**

**1.10.1** Provide heat, fuel and services to protect the work against injury from dampness and cold until final acceptance of all work of the contract.

**1.10.2** When the new HVAC system is used for temporary heat and ventilation, comply with air quality requirements of ASHRAE 62, and the following:

- 1) **Temporary Filters for Air Systems:** Provide temporary filters in air conditioning and ventilating systems to prevent dust and fumes from contaminating the new ductwork and equipment. Use commercial viscous-coated throw away filters, or equal, having efficiency of not less than 60 percent.
- 2) At completion, inspect the entire system for dirt and debris. Clean equipment, ducts and plenums that are soiled, at no cost to the District.

**1.10.3** Before casework is delivered to the building, for not less than 5 days prior to installing wood finishes, and throughout placing of this finish and other finish operations such as painting and laying of resilient floor covering, sufficient heat to maintain building temperature at 65 degrees F.

**1.10.4** Operate HVAC system over a weekend as directed, for not less than 48 hours to purge VOC and other contaminates from the building.

**1.11 Temporary Telephone and Fax Service.**

Provide maintain and pay for duration of work, for temporary telephone and fax service including installation, maintenance and removal for construction needs.

**1.12 Temporary Water Services.**

**1.12.1** The District will provide and pay for water at existing mains as shown on the drawings. The Contractor shall provide meter and service lines to site. Temporary service lines shall be installed and removed by the Contractor, who shall pay all charges for making the connections, running temporary lines, installing meter, removing same at the completion of the work, and disconnecting the services.

**1.12.2** An approved double check valve shall be furnished and installed by the Contractor at the connection to the main.

**1.12.3** All relocations required to clear work of others shall be performed when requested by the District. The District reserves the right to make connections to the temporary lines by themselves or by other contractors. In the event the contractor uses the water in a wasteful manner, the Contractor will be billed District's cost for the wasted water.

**1.12.4** Drinking water shall be available in the Construction trailer.

**1.13 Temporary Gas.**

Provide temporary gas service as necessary for execution of work. Contractor shall connect gas service to new meter in an approved manner. Gas used and all other costs including installation, maintenance and removal of temporary meter shall be paid by the Contractor.

**1.14 Temporary Sanitary Facilities.**

Provide and maintain temporary toilet facilities for duration of operations. Properly proportion number of fixtures for the number of workers employed all in accordance with CAL OSHA requirements. Provide water tight and floored structures. Maintain in a clean and sanitary condition acceptable to District.

**1.15 Utility Costs for Subcontractors.**

Distribution of temporary utility services to subcontractors shall be Contractor's responsibility.

**1.16 Temporary Fire Protection and Safety Requirements.**

The Contractor shall take necessary precautions to guard against and eliminate fire hazards and to prevent damage to construction work, building materials, equipment, temporary field offices, storage sheds, and public and private property. The Contractor shall be responsible for providing, maintaining, and enforcing the following conditions and requirements during the entire construction period.

- 1) Fire Inspection: The Contractor's Superintendent shall inspect the entire project at least once each week to make certain that the conditions and requirements are being adhered to.
- 2) Hose: The number of outlets, supply of hose, and proper hose size to protect the construction area shall be determined by the local Fire Marshal and provided by the Contractor.
- 3) Fires: Employees shall not be allowed to start fires with gasoline or kerosene or other highly flammable materials. No open fires shall be allowed.
- 4) Flammable Building Materials: Only a reasonable working supply of flammable building material shall be located inside of, or on the roof of, any storage facility.
- 5) Combustible Waste Materials: Oil-soaked rags, papers, and other highly combustible materials must be stored in closed metal containers at all times, and shall be removed from the site at the close of each day's work and more often where necessary, and placed in metal containers with tight hinged lids.
- 6) Gasoline and other flammable or polluting liquids/materials shall not be poured into sewers, manholes, or traps, but shall be disposed of, together with flammable or waste material subject to spontaneous combustion, in a safe manner meeting all applicable laws and ordinances. Make appropriate

arrangements for storing these materials outside of the building.

- 7) Provide and maintain fire extinguishers during construction, conveniently located for proper protection, one fire extinguisher for each 5,000 square feet of floor area or less, but not less than four extinguishers. Fire extinguishers shall be ten-pound ABC type. Extinguishers shall meet approval of Underwriter's Laboratory, and shall be inspected at regular intervals and recharged as necessary.

**1.17 Self -Propelled Construction Equipment**

All self-propelled construction equipment, except light service trucks, panels, pickups, station wagons, crawler type cranes, power shovels and draglines, whether moving alone or in combination, shall be equipped with a reverse signal alarm (hub-cap type).

**1.18. Temporary Offices (Construction Trailers) – Not Required - Optional.**

**1.18.1** Prior to starting work, provide and maintain for duration of operations, separate temporary office facilities as required for Contractor's administration; likewise, all necessary sheds and facilities for proper storage of tools, materials, and equipment employed in performance of work.

**1.18.2** The office shall be conveniently located in area as directed by the District, substantially and neatly constructed, weather-tight, well lighted, and neatly painted inside and out. The office shall be heated and cooled. It shall have doors, which are separately keyed, and two or more windows on opposite sides.

**1.19 Temporary Office (Inspector's Trailer) – Not Required.**

**1.19.1** Prior to starting work, provide and maintain for duration of operations, temporary office facilities as required for Contractor's administration; likewise, all necessary sheds and facilities for proper storage of tools, materials, and equipment employed in performance of work.

**1.19.2** The office shall be a separate structure. The location of the office trailer will be determined at the time of mobilization to be acceptable to the District. The office structure shall be substantially and neatly constructed, weather-tight, well lighted, and neatly painted inside and out. The office shall be heated and cooled. It shall have doors that are separately keyed and two or more windows on opposite sides.

**1.19.3** The facilities for Contractor's use shall be not less than described herein. The facilities shall be of suitable size to accommodate the office, and shall be furnished with whatever facilities the Contractor needs.

**1.19.4** Costs of the field office and utilities, including cleaning service not less than once per week, shall be borne by the Contractor.

**1.20 Temporary Scaffolding, Stairs, and Hoists.**

Provide and maintain for duration of work, in accordance with CAL-OSHA and applicable laws and ordinances, all required temporary standing scaffolding, and temporary stairs, ladders, ramps, runways and hoists for use of all trades, unless otherwise specified in Contract Documents.

**1.21 Temporary Guards, Barricades, and Lights.**

**1.21.1** Provide construction canopies, barricades, fences, guards, railings, lights, and warning signs necessary and required by law, and take necessary precautions required to avoid injury or damage to any and all persons and property.

**1.21.2** Provide and maintain protective fences and barricades as shown on drawings and as Contractor may deem necessary to protect construction yard, storage areas and work in place, subject to approval as to type and appearance. Hog wire fencing is not acceptable Remove all temporary fences and barricades upon project completion.

**1.22 Protection of Work and Facilities.**

**1.22.1** Protect all adjacent property, roads, streets, curbs, shrubbery, lawns, erosion control materials and planting during construction operations. All damaged material shall be replaced and/or repaired at the expense of the Contractor.

Should it become necessary to cut or remove any concrete walkway, roadways, or flatwork, such removal shall be from existing joint to existing joint. Replacement concrete shall be doweled into adjacent concrete a minimum of six (6) inches at 16" o. c. each way. Replacement concrete shall match existing concrete in compressive strength. If compressive strength of existing concrete is unknown, replacement concrete shall not be less than 5,000 pounds per square inch in 28 days.

**1.22.2** Upon completion deliver the entire work to the District in proper, whole and unblemished condition. Work outside of the immediate construction site shall be restored to a whole and unblemished condition immediately upon completion of that portion of the work.

- 1) Parts of work in place that are subject to injury, because of operations being carried on adjacent thereto, shall be covered, boarded up, or substantially enclosed with adequate protection.
- 2) The Contractor shall be responsible for preventing the overloading of any part of the facilities beyond their safe calculated carrying capacity by the placing of materials and/or equipment, tools, machinery, or any other items thereon.
- 3) The District may provide such watchman services deemed necessary to protect the District's interest, but any protection so provided by the District shall not relieve the Contractor of the responsibility for the safety and condition of the work and material until the completion and acceptance thereof. The Contractor shall employ such watchman services as he may deem necessary to properly protect and safeguard the work and material.

**1.23 Special Controls.**

**1.23.1** Use of Powder-Driven Fasteners: The use of powder set (cartridge type) anchors or lugs for attaching of any work is strictly prohibited on this project unless approved in writing by the District.

**1.23.2 Use of Explosives:** Blasting will not be permitted unless approved in writing by the District.

**1.23.3 Dust Control:** Throughout the entire Contract period, effectively dust-palliate the working area, roads, and storage areas constructed under this Contract and involved portions of the site, except during such periods that other contractors may be performing work of separate contracts in these areas. Such application shall consist of intermittent watering and sprinkling of such frequency as will satisfactorily allay the dust during all hours that work is being performed. At no time shall water be allowed to pond or puddle. Ponds and puddles shall be removed immediately and steps taken to remove or dry the mud resulting from the ponds or puddles.

**1.24 Water Control.**

Surface or subsurface water or other fluid shall not be permitted to accumulate in excavations or under the structures. Should such conditions develop or be encountered, the water or other fluid shall be controlled and suitably disposed of by means of temporary pumps, piping, drainage lines and ditches, dams or other methods approved by the District.

**1.25. Project Identification.**

Provide and maintain one sign only on the property at location as directed by the Construction Manager (CM). Signboard shall contain information and be of size as detailed on the drawings. Small direction signs may be installed if specifically approved by the CM. Signs by subcontractors and material suppliers will not be permitted.

**1.26 Contractor Vehicles on Campus.**

Contractor's vehicles shall be restricted to access routes established by the District. Parking of Contractor's employees' vehicles will be limited to areas as established by the District, not necessarily adjacent to the site.

**1.27 Removal of Temporary Construction.**

Remove temporary office facilities, toilets, storage sheds, fences, and other construction of temporary nature from site as soon as progress of work permits. Recondition and restore portions of site occupied by same to a condition acceptable to District.

**1.28 Use of Facilities.**

The Contractor and subcontractor shall not, during hours of construction or at times when they are on site to perform work under the contract, use any of the campus facilities, including but not limited to, the restrooms, phones and roadways and the like without prior permission of the campus DFMO.

**1.29 Damages.**

The Contractor shall be responsible to report and repair, at no additional cost to the District, any damage to College property caused by Contractor, Contractor's employees, Subcontractors, material suppliers, or any other persons or entities, which are onsite as a result of the Contract and work there under. Contractor shall notify the District Project Manager/DFMO in writing within four (4) hours of the occurrence, and provide a description of the damage and the exact location. The Contractor shall immediately contact the DFMO, the Project Manager and Inspector of Records (IOR), and immediately repair

the damage using materials of equal or superior grade to that which was damaged. No backfilling or covering up of damage or repairs shall be performed by the Contractor until such time as the DFMO has inspected the work and provided the Contractor with written approval to cover the work.

**1.30 Waste Management.**

Contractor shall not use the campus dumpsters, or dispose of waste or any other items, on Campus.

**1.31 State and College Regulations**

The Contractor and his Subcontractors shall comply with all District, City, County and State regulations regarding noise, dust, smoke, fire and safety rules, and shall keep the site and surrounding areas clean and free of debris.

**1.32 Drawings and Plans.**

The terms “drawings” and “plans” are used interchangeable in the Contract Documents and have the same meaning.

**1.33 Approval for Commencement of Work.**

The Contractor shall obtain approval from the Director of Facilities, Maintenance & Operations, before commencing work in any existing occupied area, or before working on existing piping, wiring, or equipment. The Contractor shall indicate the particular area where work will be in progress and the length of time any existing system will be out of service. This work is to be scheduled in such a manner so as not to disrupt present operations, where possible. If new construction requires interruption of present operations, the Contractor shall obtain approval from the parties named above, after providing them with specific information regarding areas, dates, hours of the day, and number of hours any interruption is expected to take place. All interruption of services shall be approved by the District, in writing, prior to such interruptions and at the sole discretion of the District. The Contractor shall perform such work on weekends, after regular working hours, or in incremental blocks of time as directed by the District, at no additional cost to the contract price. Work performed as herein described shall not be a basis for an extension to the contract time for completion of all work.

**1.34 Verify Existing Conditions.**

The Contractor shall verify, identify and locate all utilities (above and below grade, visible and concealed), and all conditions and dimensions of the Work as described in the Contract Documents, prior to starting construction. All Subcontractors shall verify at the Site all conditions and measurements related to their work.

**1.35 Scaling Dimensions from Drawings.**

In no case shall working dimensions be scaled from plans, sections, or details from the Working Drawings. If no dimension is shown, the Contractor shall request in writing that the District provide clarification and dimensions.

**1.36 Similar Conditions.**

The intent is to provide a fully functional finished product, complete in every respect. Where a specific detail is not shown, the construction shall be similar to that indicated or noted for similar conditions and as necessary for a complete installation. References of

notes and details to specific conditions and locations shall not limit their applicability. Materials for similar use shall be of the same type and manufacturer, unless otherwise indicated or specified as different. Any deviation must be approved in writing, by the District, prior to incorporation into the work.

**1.37 Handicap Access Regulations.**

The Contractor and all Subcontractors shall comply with Title 24, Disabled Access Regulations and ADA, Americans with Disabilities Act Regulations, whether or not specifically indicated on the Contract Documents. Where existing paths of travel are interrupted due to construction, barrier-free paths of travel shall be maintained by the Contractor, without adjustment to Contract Price or Contract Time.

**1.38 Items marked “N.I.C.” (Not in Contract).**

Items marked N.I.C. in the Drawings are not part of the Work. In most instances, they are included for coordination under this Contract of the Work with concurrent or future work outside this contract. However, the Contractor shall review all items marked N.I.C. and provide the District notice and deadline dates of when the items are needed onsite for coordination and incorporation into the project. Failure by the Contractor to give notice to the District and to provide such notice in sufficient time so as to allow District to select, order and receive the items shall not be the basis for delay claims, time extensions, or increased cost to the contract price.

**1.39 Coordination for all Trades.**

The Contractor shall be responsible for the proper location and size of openings for all trades, and shall coordinate all construction as indicated by the Contract Documents, including Shop Drawings reviewed by the District.

**1.40 Items Not Identified in Construction Documents.**

Any conditions or installations not identified in the Contract Documents and affecting the Work to be performed shall be brought to the attention of the District in order that cost and responsibility for any added work may be determined before work is undertaken. The Contractor's notice to the District of such installations or conditions shall be in writing. Pending receipt of written direction from the District, the Contractor shall not disturb or perform construction operations in any area affected by such installations or conditions.

**1.41 Vehicular Access and Parking.**

Construction, which might affect existing College vehicular access and parking, shall be scheduled during non-school hours. The Contractor shall immediately vacate any area if Contractor's operations or activities curtail vehicular access to the campus or to parking. Fire Department vehicular access to and around the construction area shall be maintained at all times by the Contractor clear of obstruction. Contractor shall provide keys to all gates to local Fire Department and DFMO for gate access.

**1.42 Right of Access.**

The District, or its representative(s), shall be able at all times to enter the construction site and observe the work. They shall have the right to reject defective materials and workmanship and to require appropriate corrections at the Contractor's expense. The Contractor shall not be relieved of any responsibility under this contract to provide materials and equipment in accordance with the Contract Documents for failure by the

District representatives to discover, or otherwise bring to the attention of the Contractor, any deficiencies with the work.

**1.43 Restoration of Existing Conditions.**

The Contractor shall restore all landscaping, paving, and grading to the original condition at all areas adjoining the construction sites. Prior to performing any work on the project, the Contractor shall, at his sole expense, locate and mark the locations of all components of the irrigation systems which will, or may be, affected by or interfere with work under the contract. The Contractor shall meet with the Director of Facilities, Maintenance & Operations to develop a plan and schedule to expose and rework the irrigation system as necessary to maintain continuous uninterrupted functioning of the irrigation system. In the event that irrigation lines, sprinklers, control wiring or the like are damaged, the Contractor shall notify the Director of Facilities, Maintenance & Operations within one (1) hour, and within four (4) hours of the occurrence provide a written description of the damage and its exact location. The Contractor shall immediately repair the damage using materials of equal or superior grade to that which was damaged. No backfilling or covering up of damage or repair shall be performed by the Contractor until such time as the Director of Facilities, Maintenance & Operations has inspected the work and provided the Contractor with written approval to cover the work.

Should it become necessary to cut or remove any concrete walkway, roadways, or flatwork, such removal shall be from existing joint to existing joint. Replacement concrete shall be doweled into adjacent concrete a minimum of six (6) inches at 16" o. c. each way. Replacement concrete shall match existing concrete in compressive strength. If compressive strength of existing concrete is unknown, replacement concrete shall not be less than 5,000 pounds per square inch in 28 days.

**1.44 Municipal Laws and Regulations.**

The Contractor shall have full knowledge of, and at no additional cost to the contract comply with, all laws and regulations including, but not limited to, limitations on noise, hours of operation, hauling routes or limits on weight of equipment traveling on adjacent streets, and any other limitations which might affect the Contractor's work and operations.

**1.45. Weekend Hours.**

The contract time is expressed in calendar days. The Contractor may perform work, with prior notification as per Article 1.07 of the Special Conditions, on weekends or holidays, at his discretion. Should it be necessary for inspectors, District personnel, consultants, or DFMO to visit the work site on weekends or holidays, additional cost, if any, shall be reimbursed to the District by the Contractor. The District, at its sole discretion, may direct certain portions of the work to be performed after hours, or on weekends or holidays, in order to minimize interruption to the academic operations of the College. The Contractor shall reflect in his Progress Schedule all work, which may impact academic operations, and at Contractor's sole expense, and as directed by the District, perform all work at times convenient to the District.

**1.46 Testing and Inspection Costs.**

**1.46.1** All costs for testing and inspection shall be paid by the District. However, the Contractor shall be responsible for all costs incurred for re-testing that may be required due to failed tests Upon receipt from the Contractor of a Progress Schedule

in accordance with the Contract Documents, the District shall provide a copy of the Progress Schedule to the Testing Laboratory and obtain from them a cost to perform all necessary inspections for the project based on the timeframes set forth in the Progress Schedule. The Contractor shall reimburse the District for quantities, which exceed the scheduled amounts of time.

**1.46.2** If the Contractor uses a fabricator or supplier subject to DSA inspection or documentation from beyond a 100 mile radius of the Project Site, costs above and beyond those for the same inspections and documentation were it to occur within a 100 mile radius of the Project Site, including, but not limited to, out of state tests and inspections, per diem, travel, or the like, will be paid by the District and the District shall be reimbursed by the Contractor upon submittal by the District to the Contractor of the costs incurred.

**1.47   Needless Requests for Information.**

Any needless Request for Information (RFI) will be billed to the Contractor by the A/E team at the additional service rate contained in their respective contracts. A needless RFI is any request for which an answer is in the plans or specifications, or Contract related correspondence, prior to the date of the RFI. Needless punch list visits will be billed in the same way.

**1.48   E-mail Address.**

All parties shall have an Email address and be responsible for all correspondence distributed via E-Mail. No Exceptions!

**1.49   Service Charges.**

Electrical, water, telephone, and other utility charges will be billed to the contract at the same rate paid by the Ventura County Community College District (VCCCD).

**1.50   Material Substitutions.**

Any and all material specification substitutions must be submitted to the District for approval no later than seven (7) days prior to the bid due date. Any substitutions submittal after that date will not be accepted or reviewed.

**1.51   Electronic Schedule Files.**

Pursuant to the requirements of the General Conditions under Article 7, the Contractor shall provide copies of project schedules submitted to the District on paper, including but not limited to, weekly, semi-monthly & monthly schedule updates, on compact discs, in the proper file format to function in the scheduling program provided by the Contractor to the District as required under Article 7 of the General Conditions.

**1.52   Changes to the Work for Contractor Convenience.**

Any changes to the Work resulting from a request by the Contractor to deviate from the approved Contract Documents or as a result of the Contractor not following the Contract Documents that requires additional architectural or engineering services, including but not limited to document submittal to the Division of State Architects (DSA), will be billed to the Contractor by the A/E team at the additional service rate contained in their respective contracts.

**1.53   Mark-ups on Changes to the Work.**

In the event of Changes to the Work, the mark-up for all general conditions, costs, overhead (including home and field office overhead), profit and bond, shall not exceed **Twenty Percent (20%)** of the direct actual costs of the performance of an additive Change, as determined in accordance with the provisions of Article 9.4 of the General Conditions. However, in the event that Contractor self-performs the entirety of the Change, the mark-up for all general conditions, costs, overhead (including home and field office overhead), profit and bond, shall not exceed **Fifteen Percent (15%)** of the direct actual costs of the performance of an additive Change, as determined in accordance with the provisions of Article 9.4 of the General Conditions. In addition, the mark-up shall include the actual, direct cost of the bond for such Change, not to exceed **Two Percent (2%)** of the direct, actual costs of the performance of the Change.

The foregoing limitation or mark-up shall apply regardless of the number of subcontractors, of any tier, performing any portion of such additive Change to the Work. In the event that the Work of such additive Change is performed in part by a subcontractor, Contractor agrees to allocate at least Ten Percent (10%) to such subcontractor, with no more than Five Percent (5%) to be allocated to the Contractor. In the event the Change is deductive, the District shall receive a credit equal to the value of the direct actual costs of the Work of the deductive Change plus Zero (0%) of such direct actual costs for all general conditions, overhead (including home and field office overhead), profit and bond.

#### **1.54 Allowances.**

The following allowances are in addition to the scope of the Work as defined in the Contract Documents and the Contractor shall add all Allowances to complete the work and shall include the total Allowances amount in the Bid Proposal Lump Sum Amount (Refer to Bid Proposal, Section 00210).

#### **List of Allowances**

<b>Item</b>	<b>Description</b>	<b>Amount (\$)</b>
1	No Allowance included in this project	<i>[ENTER AMOUNTS]</i>
<b>Total Allowances</b>		

The District may utilize the above allowances up to the total amount during the course of construction by issuing a Work Order(s) to the Contractor. A deductive Change Order will be issued at the completion of the Work to return the entire balance of the unused allowances to the District, without application of any mark-up.

Upon incorporation of the Work described in each Work Order, the Contractor will be paid out of the Allowance fund as a line Item included in the Contractors payment application.

#### **1.55 Inclement Weather Days.**

Pursuant to Article 7.4.1 of the General Conditions, the number of Working Rain Days (including inclement weather) for this Contract is Thirty Five (35) days.

#### **1.56 District's Project Manager.**

The District's Project Manager at Moorpark College is  
**John Sinutko**, Moorpark College Director of Facilities, Maintenance & Operation,  
7075 Campus Rd., Moorpark, CA 93021, Phone: 805-378-1454.

*[End Of Section]*