

## ADDENDUM TO THE CONTRACT DOCUMENTS

	ADDENDUM NO. 002
	Project: Solano Community College District <b>Hydronic System Modernization – Phase 1 Project</b> Project Number: 25-026
	Date: February 20 <sup>th</sup> , 2026

**Addendum No. 002 – The following clarifications are provided and must be added/considered when completing your submittal.** Acknowledgement of receipt of this **Addendum No. 002**, is required as part of your submittal. Please clearly note the addendum date and number.

### **ITEM NO. 1 – MODIFICATION TO REQUEST FOR PREQUALIFICATION DOCUMENT**

**1.1. Replace Specification Section 00 01 20 – List of Schedules with version attached to this addendum.**

- Revisions include date changes for:
  - Last date to submit pre-bid questions
  - Last addendum issuance
  - Bid due date
  - Mandatory Post Bid Interview
  - Construction Schedule and Project Milestone Dates
- Pre-bid questions moving forward shall be sent to Andrew Gleeson, [andrew.gleeson@solano.edu](mailto:andrew.gleeson@solano.edu)
- All changes are noted in **highlighted font**.

**1.2. Replace Specification Section 00 11 16 – Notice to Bidders with version attached to this addendum.**

- Revisions include date changes for:
  - Last date to submit pre-bid questions
  - Bid due date
- Pre-bid questions moving forward shall be sent to Andrew Gleeson, [andrew.gleeson@solano.edu](mailto:andrew.gleeson@solano.edu)
- All changes are noted in **highlighted font**.

**1.3. Replace Specification Section 01 32 13 – Scheduling of Work with version attached to this addendum.**

- Revisions include date changes for Construction Milestone Schedule
- All changes are noted in **highlighted font**.

**ITEM NO. 2 – SPECIFICATIONS**

**2.1.** None

**ITEM NO. 3 – DRAWINGS**

**2.2.** None

**ITEM NO. 4 – RESPONSES TO QUESTIONS SUBMITTED**

**4.1.** *None.*

**List of Attachments:**

- *Revised Specification Section 00 01 20 – List of Schedules*
- *Revised Specification Section 00 11 16 – Notice to Bidders*
- *Revised Specification Section 01 32 13 – Scheduling of Work*

END OF DOCUMENT

DOCUMENT 00 01 20

## **LIST OF SCHEDULES**

### **BID PHASE SCHEDULE**

- **Mandatory** Pre-Bid Conference (Virtual): Thursday, February 5<sup>th</sup>, 2026, 1:00 pm.
  - **Interested Parties need to register through the following link.**  
[\[REGISTER HERE\]](https://events.teams.microsoft.com/event/e5dbea08-5cb9-4466-b5cb-9bf5676b8bdc@dc5d168e-14e5-44b1-99ae-b7984aa29306)  
<https://events.teams.microsoft.com/event/e5dbea08-5cb9-4466-b5cb-9bf5676b8bdc@dc5d168e-14e5-44b1-99ae-b7984aa29306>
- **Mandatory** Job Walk (In-Person): Friday, February 6<sup>th</sup>, 2026, 11:00am.
  - Meeting location will be Building 1102, Kitchell Bond Office.
- Last date to submit questions to [Andrew.Gleeson@Solano.edu](mailto:Andrew.Gleeson@Solano.edu) : By Wednesday, February 25<sup>th</sup>, 2026, 2:00pm.
- Last addendum will be issued: By Wednesday, March 11<sup>th</sup>, 2026.
- **Bids Due: By Wednesday, March 18<sup>th</sup>, 2026, 2:00pm.**
- **Mandatory** Post Bid Interview: Thursday, March 19<sup>th</sup>, 2026, Time/ Location To-Be-Determined.
- Solano Community College Board of Trustees Approval: Wednesday, April 1<sup>st</sup>, 2026
- Notice of Award: Anticipated by Thursday, April 2<sup>nd</sup>, 2026.
- Notice to Proceed: Anticipated by Monday, April 6<sup>th</sup>, 2026.

### **CONSTRUCTION SCHEDULE**

- **Overall Project Duration:** April 6<sup>th</sup>, 2026 – January 15<sup>th</sup>, 2027
  - Submittal & Procurement: April 6<sup>th</sup>, 2026 – June 5<sup>th</sup>, 2026
  - Zone #1 & Zone #2 Construction: June 8<sup>th</sup>, 2026 – August 17<sup>th</sup>, 2026
    - Hardscape/ Landscape Repairs: Complete by August 31<sup>st</sup>, 2026
  - Zone #3 Construction: Not In Contract
  - Zone #4 Construction: August 31<sup>st</sup>, 2026 – October 26<sup>th</sup>, 2026
    - Hardscape/ Landscape Repairs: Complete by November 9<sup>th</sup>, 2026
  - Zone #5 Construction (Bid Alternate #8): November 9<sup>th</sup>, 2026 – December 18<sup>th</sup>, 2026
  - Project Closeout: December 18<sup>th</sup>, 2026 – January 15<sup>th</sup>, 2027
  - *Project Milestones are also listed on the Drawings.*

END OF DOCUMENT

DOCUMENT 00 11 16

**NOTICE TO BIDDERS**

1. Notice is hereby given that the governing board ("Board") of the **Solano Community College District** ("District") will receive sealed bids for the following project, Bid No. 25-026 ("Project" or "Contract"):

**Hydronic System Modernization Phase 1 Project**

2. The Project consists of:
  - a. All labor, materials, equipment, and supplies necessary for the completion of the entire scope of work as outlined in the contract documents. Includes all associated civil, architectural, structural, plumbing, mechanical, electrical and/or low voltage work as indicated in the Drawings and Specifications.
  - b. Project consists of a phased construction project to replace deficient sections of the existing underground hydronic HHW & CHW distribution system serving the Solano Community College District's Fairfield Campus. Upgrades and repairs will include select underground hydronic piping replacements, new hydronic system vaults, and misc. mechanical room upgrades/ repairs.
  - c. Contractor shall include safe-off of all utilities, including but not limited to all electrical, fire alarm, data, security, and plumbing as needed to complete the project scope.
  - d. The scope of this project is further defined in the Contract Documents. The Contractor will provide all security fencing, safety barriers, portable toilets, and debris bins per the Contract Specifications. Multiple relocations of site fencing/ safety barriers may be required for the completion of this project. All campus pedestrian access shall be maintained, and existing buildings shall remain functional during the duration of the project.

3. To bid on this Project, the Bidder is required to possess one or more of the following State of California contractor license(s):

A – General Engineering Contractor and/or B – General Contractor

The Bidder's license(s) must remain active and in good standing throughout the term of the Contract.

4. To bid on this Project, the Bidder is required to be registered as a public works contractor with the Department of Industrial Relations pursuant to the Labor Code.
5. Contract Documents will be available on or after January 28<sup>th</sup>, 2026, and may be viewed and/or downloaded from the District's website at;  
<https://solano.edu/measureq/bidding-opportunities.php>

6. **Sealed Bids will be received until 2:00 p.m., March 18<sup>th</sup>, 2026, at Solano Community College, 4000 Suisun Valley Road, Fairfield, California 94534,** at or after which time the bids will be opened and publicly read aloud. Any bid that is submitted after this time shall be non-responsive and returned to the bidder. Any claim by a bidder of error in its bid must be made in compliance with section 5100, et seq. of the Public Contract Code.

If mailing, the District suggests delivery one day prior to bid date to allow for sufficient time for receiving, processing and delivery to the appropriate department. **It is each bidder's sole responsibility to ensure its bid is delivered timely and received at the location designated as specified. The District will not be responsible for errors in delivery, including not receiving bids via email under any circumstance. Any bid received at the designated location after the scheduled closing time for receipt of bids shall be returned to the bidder unopened.**

Bidders choosing to mail bids shall send them to;

Attn: Kitchell  
Hydronic System Modernization Phase 1 Project – Bid Number 25-026  
4000 Suisun Valley Road, Building 1102 (Kitchell Bond Office)  
Fairfield, CA 94534

**In-person Bid Opening will not be held, and instead will be live streamed over the internet. This will take place at approximately 2:10pm, on the bid due date. Potential bidders can view the live opening on the District's website on the following link:**

<https://solano.edu/measureq/bidding-opportunities.php>

7. **Pursuant to Public Contract Code section 20651.5, only prequalified bidders will be eligible to submit a bid for this Project. Any bid submitted by a bidder who is not prequalified shall be non-responsive and returned unopened to the bidder.**
8. All bids shall be on the form provided by the District. Each bid must conform and be responsive to all pertinent Contract Documents, including, but not limited to, the Instructions to Bidders.
9. A bid bond by an admitted surety insurer on the form provided by the District, or a cashier's check or a certified check, drawn to the order of the Solano Community College District, in the amount of ten percent (10%) of the total bid price, shall accompany the Bid Form and Proposal, as a guarantee that the Bidder will, within seven (7) calendar days after the date of the Notice of Award, enter into a contract with the District for the performance of the services as stipulated in the bid.

10. **One Mandatory Pre-Bid Conference (via Microsoft Teams) will be held on Thursday, February 5<sup>th</sup>, 2026, at 1:00 p.m. All interested parties must register to attend through the link below.**

**[REGISTER HERE](#)**

<https://events.teams.microsoft.com/event/e5d8ea08-5cb9-4466-b5cb-9bf5676b8bdc@dc5d168e-14e5-44b1-99ae-b7984aa29306>

(Copy and paste link above if issues with link)

**One Mandatory Site Visit will be held on Friday, February 6<sup>th</sup>, 2026, at 11:00 a.m. Failure to attend or tardiness will render the bidder ineligible.**

11. All pre-bid questions must be submitted in writing to the Project Manager, Andrew Gleeson, [Andrew.Gleeson@Solano.edu](mailto:Andrew.Gleeson@Solano.edu) **Pre-Bid questions must be submitted on or before 2:00 p.m., Wednesday, February 25<sup>th</sup>, 2026.**
12. The successful Bidder shall be required to furnish a 100% Performance Bond and a 100% Payment Bond if it is awarded the contract for the Work.
13. [RESERVED]
14. The successful Bidder may substitute securities for any monies withheld by the District to ensure performance under the Contract, in accordance with the provisions of section 22300 of the Public Contract Code.
15. The successful bidder will be expected to meet a twenty percent (20%) Small, Local and Diverse Business Enterprise Program (SLDBE) goal by listing their small, local, and diverse subcontractors and/or suppliers on the SLDBE Bid Form and submitting this with their bid. Contractors who fail to meet the twenty percent (20%) SLDBE goal must submit evidence of having made a Good Faith Effort to attempt to achieve the twenty percent (20%) SLDBE goal.
16. The successful bidder will be required to certify that it either meets the Disabled Veteran Business Enterprise ("DVBE") goal of three percent (3%) participation or made a good faith effort to solicit DVBE participation in this Contract if it is awarded the contract for the Work. Note that DVBE participation will count towards SLDBE Program Goal.
17. The Contractor and all Subcontractors under the Contractor shall pay all workers on all work performed pursuant to this Contract not less than the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work as determined by the Director of the Department of Industrial Relations, State of California, for the type of work performed and the locality in which the work is to be performed within the boundaries of the District, pursuant to section 1770, et seq. of the California Labor Code. Prevailing wage rates are also available from the District or on the Internet at: <<http://www.dir.ca.gov>>.
18. This Project is subject to labor compliance monitoring and enforcement by the Department of Industrial Relations pursuant to Labor Code section 1771.4 and subject to the requirements of Title 8 of the California Code of Regulations. The

successful Bidder shall comply with all requirements of Division 2, Part 7, Chapter 1, Articles 1-5 of the Labor Code.

19. The District has entered into a Project Labor Agreement that is applicable to this Project. A copy of the Project Labor Agreement is included in the Bid Documents. The successful bidder and all subcontractors will be required to agree to be bound by the Project Labor Agreement.
20. The Contractor and all Subcontractors under the Contractor shall comply with applicable federal, State, and local requirements relating to COVID-19 or other public health emergency/epidemic/pandemic including, if required, preparing, posting, and implementing a Social Distancing Protocol.
21. [RESERVED]
22. [RESERVED]
23. The District shall award the Contract, if it awards it at all, to the lowest responsive responsible bidder based on:
  - A. The Base Bid Amount Plus All Alternates.
24. The Board reserves the right to reject any and all bids and/or waive any irregularity in any bid received. If the District awards the Contract, the security of unsuccessful bidder(s) shall be returned within sixty (60) days from the time the award is made. Unless otherwise required by law, no bidder may withdraw its bid for ninety (90) days after the date of the bid opening.

END OF DOCUMENT

DOCUMENT 01 32 13

## **SCHEDULING OF WORK**

### **PART 1 – GENERAL**

#### **1.01 RELATED DOCUMENTS AND PROVISIONS**

All Contract Documents should be reviewed for applicable provisions related to the provisions in this document, including without limitation:

- A. General Conditions;
- B. Special Conditions;
- C. Summary of Work; and
- D. Submittals.

#### **1.02 SECTION INCLUDES**

- A. Scheduling of Work under this Contract shall be performed by Contractor in accordance with requirements of this Section.
  - (1) Development of schedule, cost and resource loading of the schedule, monthly payment requests, and project status reporting requirements of the Contract shall employ computerized Critical Path Method ("CPM") scheduling ("CPM Schedule").
  - (2) CPM Schedule shall be cost loaded based on Schedule of Values as approved by District.
  - (3) Submit schedules and reports as specified in the General Conditions.
- B. Upon Award of Contract, Contractor shall immediately commence development of Initial and Original CPM Schedules to ensure compliance with CPM Schedule submittal requirements.

#### **1.03 CONSTRUCTION SCHEDULE**

- A. Within ten (10) days of issuance of the Notice to Proceed, and before request for first progress payment, the Contractor shall prepare and submit to the Project Manager a construction progress schedule conforming to the Milestone Schedule below.
- B. The Construction Schedule shall be continuously updated, and an updated schedule shall be submitted with each application for progress payment. Each revised schedule shall indicate the work actually accomplished during the previous period and the schedule for completion of the remaining work.

C. Milestone Schedule:

<b>ACTIVITY DESCRIPTION</b>	<b>REQUIRED COMPLETION</b>
<b>CONSTRUCTION STARTS</b>	<b>April 6<sup>th</sup>, 2026</b>
<b>Milestones:</b>	
• <b>Submittals &amp; Procurement</b>	<b>April 6<sup>th</sup>, 2026 – June 5<sup>th</sup>, 2026</b>
• <b>Zone #1 &amp; Zone #2 Construction</b>	<b>June 8<sup>th</sup>, 2026 – August 17<sup>th</sup>, 2026</b>
○ <b>Hardscape/ Landscape</b>	<b>Complete by August 31<sup>st</sup>, 2026</b>
• <b>Zone #3 Construction</b>	<b>Not In Contract</b>
• <b>Zone #4 Construction</b>	<b>Aug. 31<sup>st</sup>, 2026 – Oct. 26<sup>th</sup>, 2026</b>
○ <b>Hardscape/ Landscape</b>	<b>Complete by Nov. 9<sup>th</sup>, 2026</b>
• <b>Zone #5 Construction</b>	<b>Nov. 9<sup>th</sup>, 2026 – Dec. 18<sup>th</sup>, 2026</b>
• <b>Project Closeout</b>	<b>Dec. 18<sup>th</sup>, 2026 – Jan. 15<sup>th</sup>, 2027</b>
<b>FINAL PROJECT COMPLETION</b>	<b>January 15<sup>th</sup>, 2027</b>

**1.04 QUALIFICATIONS**

- A. Contractor shall employ experienced scheduling personnel qualified to use the latest version of [i.e., Primavera Project Planner]. Experience level required is set forth below. Contractor may employ such personnel directly or may employ a consultant for this purpose.
- (1) The written statement shall identify the individual who will perform CPM scheduling.
  - (2) Capability and experience shall be verified by description of construction projects on which individual has successfully applied computerized CPM.
  - (3) Required level of experience shall include at least two (2) projects of similar nature and scope with value not less than three fourths (<sup>3</sup>/<sub>4</sub>) of the Total Bid Price of this Project. The written statement shall provide contact persons for referenced projects with current telephone and address information.
- B. District reserves the right to approve or reject Contractor’s scheduler or consultant at any time. District reserves the right to refuse replacing of Contractor’s scheduler or consultant, if District believes replacement will negatively affect the scheduling of Work under this Contract.

**1.05 GENERAL**

- A. Progress Schedule shall be based on and incorporate milestone and completion dates specified in Contract Documents.
- B. Overall time of completion and time of completion for each milestone shown on Progress Schedule shall adhere to times in the Contract, unless an earlier (advanced) time of completion is requested by Contractor and agreed to by District. Any such agreement shall be formalized by a Change Order.
- (1) District is not required to accept an early completion schedule, i.e., one that shows an earlier completion date than the Contract Time.

- (2) Contractor shall not be entitled to extra compensation in event agreement is reached on an earlier completion schedule and Contractor completes its Work, for whatever reason, beyond completion date shown in its early completion schedule but within the Contract Time.
  - (3) A schedule showing the work completed in less than the Contract Time, and that has been accepted by District, shall be considered to have Project Float. The Project Float is the time between the scheduled completion of the work and the Completion Date. Project Float is a resource available to both District and the Contractor.
- C. Ownership Project Float: Neither the District nor Contractor owns Project Float. The Project owns the Project Float. As such, liability for delay of the Completion Date rests with the party whose actions, last in time, actually cause delay to the Completion Date.
- (1) For example, if Party A uses some, but not all of the Project Float and Party B later uses remainder of the Project Float as well as additional time beyond the Project Float, Party B shall be liable for the time that represents a delay to the Completion Date.
  - (2) Party A would not be responsible for the time since it did not consume the entire Project Float and additional Project Float remained; therefore, the Completion Date was unaffected by Party A.
- D. Progress Schedule shall be the basis for evaluating job progress, payment requests, and time extension requests. Responsibility for developing Contract CPM Schedule and monitoring actual progress as compared to Progress Schedule rests with Contractor.
- E. Failure of Progress Schedule to include any element of the Work, or any inaccuracy in Progress Schedule, will not relieve Contractor from responsibility for accomplishing the Work in accordance with the Contract. District's acceptance of schedule shall be for its use in monitoring and evaluating job progress, payment requests, and time extension requests and shall not, in any manner, impose a duty of care upon District, or act to relieve Contractor of its responsibility for means and methods of construction.
- F. Software: Contractor to use a scheduling software approved by the District / Construction Manager. Such software shall be compatible with Windows operating system. Contractor shall transmit contract file to District on compact disk at times requested by District.
- G. Transmit each item under the form approved by District.
- (1) Identify Project with District Contract number and name of Contractor.
  - (2) Provide space for Contractor's approval stamp and District's review stamps.

- (3) Submittals received from sources other than Contractor will be returned to the Contractor without District's review.

### **1.06 INITIAL CPM SCHEDULE**

- A. Initial CPM Schedule submitted for review at the pre-construction conference shall serve as Contractor's schedule for up to ninety (90) calendar days after the Notice to Proceed.
- B. Indicate detailed plan for the Work to be completed in first ninety (90) days of the Contract; details of planned mobilization of plant and equipment; sequence of early operations; procurement of materials and equipment. Show Work beyond ninety (90) calendar days in summary form.
- C. Initial CPM Schedule shall be time scaled.
- D. Initial CPM Schedule shall be cost and resource loaded. Accepted cost and resource loaded schedule will be used as basis for monthly progress payments until acceptance of the Original CPM Schedule. Use of Initial CPM Schedule for progress payments shall not exceed ninety (90) calendar days.
- E. District and Contractor shall meet to review and discuss the Initial CPM Schedule within seven (7) calendar days after it has been submitted to District.
  - (1) District's review and comment on the schedule shall be limited to Contract conformance (with sequencing, coordination, and milestone requirements).
  - (2) Contractor shall make corrections to schedule necessary to comply with Contract requirements and shall adjust schedule to incorporate any missing information requested by District. Contractor shall resubmit Initial CPM Schedule if requested by District.
- F. If, during the first ninety (90) days after Notice to Proceed, the Contractor is of the opinion that any of the Work included on its Initial CPM Schedule has been impacted, the Contractor shall submit to District a written Time Impact Evaluation ("TIE") in accordance with Article 1.12 of this Section. The TIE shall be based on the most current update of the Initial CPM Schedule.

### **1.07 ORIGINAL CPM SCHEDULE**

- A. Submit a detailed proposed Original CPM Schedule presenting an orderly and realistic plan for completion of the Work in conformance with requirements as specified herein.
- B. Progress Schedule shall include or comply with following requirements:
  - (1) Time scaled, cost and resource (labor and major equipment) loaded CPM schedule.

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- (2) No activity on schedule shall have duration longer than fifteen (15) work days, with exception of submittal, approval, fabrication and procurement activities, unless otherwise approved by District.
  - (a) Activity durations shall be total number of actual work days required to perform that activity.
- (3) The start and completion dates of all items of Work, their major components, and milestone completion dates, if any.
- (4) District furnished materials and equipment, if any, identified as separate activities.
- (5) Activities for maintaining Project Record Documents.
- (6) Dependencies (or relationships) between activities.
- (7) Processing/approval of submittals and shop drawings for all material and equipment required per the Contract. Activities that are dependent on submittal acceptance or material delivery shall not be scheduled to start earlier than expected acceptance or delivery dates.
  - (a) Include time for submittals, re-submittals and reviews by District. Coordinate with accepted schedule for submission of Shop Drawings, samples, and other submittals.
  - (b) Contractor shall be responsible for all impacts resulting from re-submittal of Shop Drawings and submittals.
- (8) Procurement of major equipment, through receipt and inspection at jobsite, identified as separate activity.
  - (a) Include time for fabrication and delivery of manufactured products for the Work.
  - (b) Show dependencies between procurement and construction.
- (9) Activity description; what Work is to be accomplished and where.
- (10) The total cost of performing each activity shall be total of labor, material, and equipment, excluding overhead and profit of Contractor. Overhead and profit of the General Contractor shall be shown as a separate activity in the schedule. Sum of cost for all activities shall equal total Contract value.
- (11) Resources required (labor and major equipment) to perform each activity.
- (12) Responsibility code for each activity corresponding to Contractor or Subcontractor responsible for performing the Work.

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- (13) Identify the activities which constitute the controlling operations or critical path. No more than twenty-five (25%) of the activities shall be critical or near critical. Near critical is defined as float in the range of one (1) to (10) days.
  - (14) Twenty (20) workdays for developing punch list(s), completion of punch-list items, and final clean-up for the Work or any designated portion thereof. No other activities shall be scheduled during this period.
  - (15) Interface with the work of other contractors, District, and agencies such as, but not limited to, utility companies.
  - (16) Show detailed Subcontractor Work activities. In addition, furnish copies of Subcontractor schedules upon which CPM was built.
    - (a) Also furnish for each Subcontractor, as determined by District, submitted on Subcontractor letterhead, a statement certifying that Subcontractor concurs with Contractor's Original CPM Schedule and that Subcontractor's related schedules have been incorporated, including activity duration, cost and resource loading.
    - (b) Subcontractor schedules shall be independently derived and not a copy of Contractor's schedule.
    - (c) In addition to Contractor's schedule and resource loading, obtain from electrical, mechanical, and plumbing Subcontractors, and other Subcontractors as required by District, productivity calculations common to their trades, such as units per person day, feet of pipe per day per person, feet of wiring per day per person, and similar information.
    - (d) Furnish schedule for Contractor/Subcontractor CPM schedule meetings which shall be held prior to submission of Original CPM schedule to District. District shall be permitted to attend scheduled meetings as an observer.
  - (17) Activity durations shall be in Work days.
  - (18) Submit with the schedule a list of anticipated non-Work days, such as weekends and holidays. The Progress Schedule shall exclude in its Work day calendar all non-Work days on which Contractor anticipates critical Work will not be performed.
- C. Original CPM Schedule Review Meeting: Contractor shall, within sixty (60) days from the Notice to Proceed date, meet with District to review the Original CPM Schedule submittal.
- (1) Contractor shall have its Project Manager, Project Superintendent, Project Scheduler, and key Subcontractor representatives, as required

by District, in attendance. The meeting will take place over a continuous one (1) day period.

- (2) District's review will be limited to submittal's conformance to Contract requirements including, but not limited to, coordination requirements. However, review may also include:
  - (a) Clarifications of Contract Requirements.
  - (b) Directions to include activities and information missing from submittal.
  - (c) Requests to Contractor to clarify its schedule.
- (3) Within five (5) days of the Schedule Review Meeting, Contractor shall respond in writing to all questions and comments expressed by District at the Meeting.

#### **1.08 ADJUSTMENTS TO CPM SCHEDULE**

- A. Adjustments to Original CPM Schedule: Contractor shall have adjusted the Original CPM Schedule submittal to address all review comments from original CPM Schedule review meeting and resubmit network diagrams and reports for District's review.
  - (1) District, within ten (10) days from date that Contractor submitted the revised schedule, will either:
    - (a) Accept schedule and cost and resource loaded activities as submitted, or
    - (b) Advise Contractor in writing to review any part or parts of schedule which either do not meet Contract requirements or are unsatisfactory for District to monitor Project's progress, resources, and status or evaluate monthly payment request by Contractor.
  - (2) District may accept schedule with conditions that the first monthly CPM Schedule update be revised to correct deficiencies identified.
  - (3) When schedule is accepted, it shall be considered the "Original CPM Schedule" which will then be immediately updated to reflect the current status of the work.
  - (4) District reserves right to require Contractor to adjust, add to, or clarify any portion of schedule which may later be discovered to be insufficient for monitoring of Work or approval of partial payment requests. No additional compensation will be provided for such adjustments, additions, or clarifications.
- B. Acceptance of Contractor's schedule by District will be based solely upon schedule's compliance with Contract requirements.

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- (1) By way of Contractor assigning activity durations and proposing sequence of Work, Contractor agrees to utilize sufficient and necessary management and other resources to perform work in accordance with the schedule.
  - (2) Upon submittal of schedule update, updated schedule shall be considered "current" CPM Schedule.
  - (3) Submission of Contractor's schedule to District shall not relieve Contractor of total responsibility for scheduling, sequencing, and pursuing Work to comply with requirements of Contract Documents, including adverse effects such as delays resulting from ill-timed Work.
- C. Submittal of Original CPM Schedule, and subsequent schedule updates, shall be understood to be Contractor's representation that the Schedule meets requirements of Contract Documents and that Work shall be executed in sequence indicated on the schedule.
- D. Contractor shall distribute Original CPM Schedule to Subcontractors for review and written acceptance, which shall be noted on Subcontractors' letterheads to Contractor and transmitted to District for the record.

**1.09 MONTHLY CPM SCHEDULE UPDATE SUBMITTALS**

- A. Following acceptance of Contractor's Original CPM Schedule, Contractor shall monitor progress of Work and adjust schedule each month to reflect actual progress and any anticipated changes to planned activities.
- (1) Each schedule update submitted shall be complete, including all information requested for the Original CPM Schedule submittal.
  - (2) Each update shall continue to show all Work activities including those already completed. These completed activities shall accurately reflect "as built" information by indicating when activities were actually started and completed.
- B. A meeting will be held on approximately the twenty-fifth (25th) of each month to review the schedule update submittal and progress payment application.
- (1) At this meeting, at a minimum, the following items will be reviewed: Percent (%) complete of each activity; Time Impact Evaluations for Change Orders and Time Extension Request; actual and anticipated activity sequence changes; actual and anticipated duration changes; and actual and anticipated Contractor delays.
  - (2) These meetings are considered a critical component of overall monthly schedule update submittal and Contractor shall have appropriate personnel attend. At a minimum, these meetings shall be attended by Contractor's General Superintendent and Scheduler.

- (3) Contractor shall plan on the meeting taking no less than four (4) hours.
- C. Within five (5) working days after monthly schedule update meeting, Contractor shall submit the updated CPM Schedule update.
- D. Within five (5) work days of receipt of above noted revised submittals, District will either accept or reject monthly schedule update submittal.
  - (1) If accepted, percent (%) complete shown in monthly update will be basis for Application for Payment by the Contractor. The schedule update shall be submitted as part of the Contractor's Application for Payment.
  - (2) If rejected, update shall be corrected and resubmitted by Contractor before the Application for Payment is submitted.
- E. Neither updating, changing or revising of any report, curve, schedule, or narrative submitted to District by Contractor under this Contract, nor District's review or acceptance of any such report, curve, schedule or narrative shall have the effect of amending or modifying in any way the Completion Date or milestone dates or of modifying or limiting in any way Contractor's obligations under this Contract.

#### **1.10 SCHEDULE REVISIONS**

- A. Updating the Schedule to reflect actual progress shall not be considered revisions to the Schedule. Since scheduling is a dynamic process, revisions to activity durations and sequences are expected on a monthly basis.
- B. To reflect revisions to the Schedule, the Contractor shall provide District with a written narrative with a full description and reasons for each Work activity revised. For revisions affecting the sequence of work, the Contractor shall provide a schedule diagram which compares the original sequence to the revised sequence of work. The Contractor shall provide the written narrative and schedule diagram for revisions two (2) working days in advance of the monthly schedule update meeting.
- C. Schedule revisions shall not be incorporated into any schedule update until the revisions have been reviewed by District. District may request further information and justification for schedule revisions and Contractor shall, within three (3) days, provide District with a complete written narrative response to District's request.
- D. If the Contractor's revision is still not accepted by District, and the Contractor disagrees with District's position, the Contractor has seven (7) calendar days from receipt of District's letter rejecting the revision to provide a written narrative providing full justification and explanation for the revision. The Contractor's failure to respond in writing within seven (7) calendar days of District's written rejection of a schedule revision shall be contractually interpreted as acceptance of District's position, and the Contractor waives its rights to subsequently dispute or file a claim regarding District's position.

- E. At District's discretion, the Contractor can be required to provide Subcontractor certifications of performance regarding proposed schedule revisions affecting said Subcontractors.

**1.11 RECOVERY SCHEDULE**

- A. If the Schedule Update shows a completion date twenty-one (21) calendar days beyond the Contract Completion Date, or individual milestone completion dates, the Contractor shall submit to District the proposed revisions to recover the lost time within seven (7) calendar days. As part of this submittal, the Contractor shall provide a written narrative for each revision made to recapture the lost time. If the revisions include sequence changes, the Contractor shall provide a schedule diagram comparing the original sequence to the revised sequence of work.
- B. The revisions shall not be incorporated into any schedule update until the revisions have been reviewed by District.
- C. If the Contractor's revisions are not accepted by District, District and the Contractor shall follow the procedures in paragraph 1.09.C, 1.09.D and 1.09.E above.
- D. At District's discretion, the Contractor can be required to provide Subcontractor certifications for revisions affecting said Subcontractors.

**1.12 TIME IMPACT EVALUATION ("TIE") FOR CHANGE ORDERS, AND OTHER DELAYS**

- A. When Contractor is directed to proceed with changed Work, the Contractor shall prepare and submit within fourteen (14) calendar days from the Notice to Proceed a TIE which includes both a written narrative and a schedule diagram depicting how the changed Work affects other schedule activities. The schedule diagram shall show how the Contractor proposes to incorporate the changed Work in the schedule and how it impacts the current schedule-update critical path. The Contractor is also responsible for requesting time extensions based on the TIE's impact on the critical path. The diagram must be tied to the main sequence of schedule activities to enable District to evaluate the impact of changed Work to the scheduled critical path.
- B. Contractor shall be required to comply with the requirements of Paragraph 1.09.A for all types of delays such as, but not limited to, Contractor/Subcontractor delays, adverse weather delays, strikes, procurement delays, fabrication delays, etc.
- C. Contractor shall be responsible for all costs associated with the preparation of TIEs, and the process of incorporating them into the current schedule update. The Contractor shall provide District with four (4) copies of each TIE.
- D. Once agreement has been reached on a TIE, the Contract Time will be adjusted accordingly. If agreement is not reached on a TIE, the Contract Time may be extended in an amount District allows, and the Contractor may submit a claim for additional time claimed by contractor.

### **1.13 TIME EXTENSIONS**

- A. The Contractor is responsible for requesting time extensions for time impacts that, in the opinion of the Contractor, impact the critical path of the current schedule update. Notice of time impacts shall be given in accord with the General Conditions.
- B. Where an event for which District is responsible impacts the projected Completion Date, the Contractor shall provide a written mitigation plan, including a schedule diagram, which explains how (e.g., increase crew size, overtime, etc.) the impact can be mitigated. The Contractor shall also include a detailed cost breakdown of the labor, equipment, and material the Contractor would expend to mitigate District-caused time impact. The Contractor shall submit its mitigation plan to District within fourteen (14) calendar days from the date of discovery of the impact. The Contractor is responsible for the cost to prepare the mitigation plan.
- C. Failure to request time, provide TIE, or provide the required mitigation plan will result in Contractor waiving its right to a time extension and cost to mitigate the delay.
- D. No time will be granted under this Contract for cumulative effect of changes.
- E. District will not be obligated to consider any time extension request unless the Contractor complies with the requirements of Contract Documents.
- F. Failure of the Contractor to perform in accordance with the current schedule update shall not be excused by submittal of time extension requests.
- G. If the Contractor does not submit a TIE within the required fourteen (14) calendar days for any issue, it is mutually agreed that the Contractor does not require a time extension for said issue.

### **1.14 SCHEDULE REPORTS**

- A. Submit four (4) copies of the following reports with the Initial CPM Schedule, the Original CPM Schedule, and each monthly update.
- B. Required Reports:
  - (1) Two activity listing reports: one sorted by activity number and one by total Project Float. These reports shall also include each activity's early/late and actual start and finish dates, original and remaining duration, Project Float, responsibility code, and the logic relationship of activities.
  - (2) Cost report sorted by activity number including each activity's associated cost, percentage of Work accomplished, earned value- to date, previous payments, and amount earned for current update period.

- (3) Schedule plots presenting time-scaled network diagram showing activities and their relationships with the controlling operations or critical path clearly highlighted.
- (4) Cash flow report calculated by early start, late start, and indicating actual progress. Provide an exhibit depicting this information in graphic form.
- (5) Planned versus actual resource (i.e., labor) histogram calculated by early start and late start.

C. Other Reports:

In addition to above reports, District may request, from month to month, any two of the following reports. Submit four (4) copies of all reports.

- (1) Activities by early start.
- (2) Activities by late start.
- (3) Activities grouped by Subcontractors or selected trades.
- (4) Activities with scheduled early start dates in a given time frame, such as fifteen (15) or thirty (30) day outlook.

D. Furnish District with report files on compact disks containing all schedule files for each report generated.

### **1.15 PROJECT STATUS REPORTING**

- A. In addition to submittal requirements for CPM scheduling identified in this Section, Contractor shall provide a monthly project status report (i.e., written narrative report) to be submitted in conjunction with each CPM Schedule as specified herein. Status reporting shall be in form specified below.
- B. Contractor shall prepare monthly written narrative reports of status of Project for submission to District. Written status reports shall include:
  - (1) Status of major Project components (percent (%) complete, amount of time ahead or behind schedule) and an explanation of how Project will be brought back on schedule if delays have occurred.
  - (2) Progress made on critical activities indicated on CPM Schedule.
  - (3) Explanations for any lack of work on critical path activities planned to be performed during last month.
  - (4) Explanations for any schedule changes, including changes to logic or to activity durations.
  - (5) List of critical activities scheduled to be performed next month.

- (6) Status of major material and equipment procurement.
- (7) Any delays encountered during reporting period.
- (8) Contractor shall provide printed report indicating actual versus planned resource loading for each trade and each activity. This report shall be provided on weekly and monthly basis.
  - (a) Actual resource shall be accumulated in field by Contractor, and shall be as noted on Contractor's daily reports. These reports will be basis for information provided in computer-generated monthly and weekly printed reports.
  - (b) Contractor shall explain all variances and mitigation measures.
- (9) Contractor may include any other information pertinent to status of Project. Contractor shall include additional status information requested by District at no additional cost.
- (10) Status reports, and the information contained therein, shall not be construed as claims, notice of claims, notice of delay, or requests for changes or compensation.

#### **1.16 WEEKLY SCHEDULE REPORT**

At the Weekly Progress Meeting, the Contractor shall provide and present a time-scaled three (3) week look-ahead schedule that is based and correlated by activity number to the current schedule (i.e., Initial, Original CPM, or Schedule Update).

#### **1.17 DAILY CONSTRUCTION REPORTS**

On a daily basis, Contractor shall submit a daily activity report to District for each workday, including weekends and holidays when worked. Contractor shall develop the daily construction reports on a computer-generated database capable of sorting daily Work, manpower, and man-hours by Contractor, Subcontractor, area, sub-area, and Change Order Work. Upon request of District, furnish computer disk of this data base. Obtain District's written approval of daily construction report data base format prior to implementation. Include in report:

- A. Project name and Project number.
- B. Contractor's name and address.
- C. Weather, temperature, and any unusual site conditions.
- D. Brief description and location of the day's scheduled activities and any special problems and accidents, including Work of Subcontractors. Descriptions shall be referenced to CPM scheduled activities.
- E. Worker quantities for its own Work force and for Subcontractors of any tier.
- F. Equipment, other than hand tools, utilized by Contractor and Subcontractors.

**1.18 PERIODIC VERIFIED REPORTS**

Contractor shall complete and verify construction reports on a form prescribed by the Division of the State Architect and file reports on the first day of February, May, August, and November during the preceding quarter year; at the completion of the Contract; at the completion of the Work; at the suspension of Work for a period of more than one (1) month; whenever the services of Contractor or any of Contractor's Subcontractors are terminated for any reason; and at any time a special verified report is required by the Division of the State Architect. Refer to section 4-336 and section 4-343 of Part 1, Title 24 of the California Code of Regulations.

**PART 2 – PRODUCTS** Not Used.

**PART 3 - EXECUTION** Not Used.

END OF DOCUMENT