



The following clarifications, amendments, additions, deletions, revisions and/or modifications form a part of the CONTRACT DOCUMENTS, and change the original or previous documents only in the manner and to the extent stated. THE CONTRACT PRICE SHALL REFLECT ALL ADDENDUM CHANGES.

ITEM #	PAGE/DRAWING	DESCRIPTION
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Bid Package Changes / Corrections / Additions:

1.01 Bid opening date and time of Tuesday, March 16, 2021 at 2:00 p.m. at Grossmont College District Annex South Building remains the same.

1.02 Non-Mandatory Pre-Bid Meeting Sign-In Sheet, February 22, 2021.

1.03 The overall project duration has been extended from 122 consecutive calendar days to 155 consecutive calendar days.

1.04 CLARIFICATIONS

1. Question: Please confirm this is not a PLA (Project Labor Agreement) project?

a. *Answer: This is not a PLA (or Community Benefit Agreement – CBA) project.*

1.05 BID DOCUMENTS

The following document sections of the Bid Documents to be re-issued, replaced, or added in Addendum No. 1:

DOCUMENT	DESCRIPTION
TABLE OF CONTENTS	Contents (Re-Issued)
Document 00500	Contract (Re-Issued)
Document 00800	Special Conditions (Re-Issued)
Exhibit E:	Master Schedule (re-issued)
Exhibit Q:	Track & Field Phase II – Scoreboard Contractor Laydown (added)

1.06 Reminder: Acknowledge receipt of Addendum 1 on your bid form.

END OF DOCUMENT

B20.002 CUYAMACA COLLEGE TRACK AND FIELD IMPROVEMENTS PHASE II - SCOREBOARD

NON-MANDATORY PRE-BID MEETING AND JOB WALK

MONDAY, FEBRUARY 22, 2020 2:00 P.M.

CUYAMACA COLLEGE BUILDING I ROOM I-209



GROSSMONT-CUYAMACA
COMMUNITY COLLEGE DISTRICT

TO ENSURE RECEIPT OF
APPLICABLE CORRESPONDENCE
WRITE LEGIBLY OR PROVIDE
BUSINESS CARD

ID	COMPANY/CONTRACTOR	ADDRESS/CITY/ STATE/ZIP	TELEPHONE No.		EMAIL	CONTACT NAME	GEN'L OR SUB	BUSINESS DESIGNATION (Circle One)		SIGN IN: SIGN OUT:	
			Ph:	FAX No.				N/A	SBE	In:	Out:
1	M.A. Stevens Construction	125 E. 17th St. National City CA 91950	Ph: 619-477-7893	619-477-7895	mstevens@ma stevensconstruction.com	Mark Stevens	Gen	N/A DBE WBE	SBE MBE DVBE	In:	Out:
2	GRANOVAC CONSTRUCTION	8418 LA MESA BLVD. LA MESA CA 91942	Ph: 619-466-6673	Fx: (619) 466-6673	haroldb@grahovaconst.com	HAROLD BALKOWSKI	G.C.	N/A DBE WBE	SBE MBE DVBE	In: <i>[Signature]</i>	Out:
3	Fuller Electric	1010 Cudahy Pl. Suite B San Diego, CA 92110	Ph: 619-276-3444	Fx:	estimating@ fullerelectric.com	Tori Saxon	sub	N/A DBE WBE	SBE MBE DVBE	In: VS	Out:
4	SOLTEK Pacific	2424 Loggers St SD	Ph: 619-292-1297	Fx:	dmyers@soltek pacific.com	Dan Myers	GC	N/A DBE WBE	SBE MBE DVBE	In: DM	Out:
5	CONAN Construction	5937 Darwin Ct. Ste 103 Carlsbad CA 92008	Ph: 760-707-2520	Fx:	estimating@ conanconstruction.com	Adrienne Jesse	GC	N/A DBE WBE	SBE MBE DVBE	In: <i>[Signature]</i>	Out: <i>[Signature]</i>
6	Nexgen Building Group, Inc.	2810 Via Orange Way Suite C Spring Valley CA 94076	Ph: 619-670-4466	Fx:	estimating@nexgenbuilding.com Sash shawn@kueber sash@kueber	Sash Kueber	GC	N/A DBE WBE	SBE MBE DVBE	In: <i>[Signature]</i>	Out: <i>[Signature]</i>
7	SWBS Southwest Con. Services	11953 Riverside Dr. 193 Lakeside, CA	Ph: 619-258-9455	Fx:	estimating@swes-inc.com	Emanuel/ Dan Smith	GC	N/A DBE WBE	SBE MBE DVBE	In:	Out:
8	Prava Construction	344 N Vineyard Escalante UT	Ph: 760-929-9767	Fx:	Estimating@Prava csi.com	Robert Stanley	GC	N/A DBE WBE	SBE MBE DVBE	In: <i>[Signature]</i>	Out:
9	GEM Industrial	16902 Rio Maria Rd Lakeside	Ph: 858-486-1758	Fx:	info@gem industrialinc.com	Doug Muehler	GC	N/A DBE WBE	SBE MBE DVBE	In: <i>[Signature]</i>	Out:
10			Ph:	Fx:				N/A DBE WBE	SBE MBE DVBE	In:	Out:
11			Ph:	Fx:				N/A DBE WBE	SBE MBE DVBE	In:	Out:
12			Ph:	Fx:				N/A DBE WBE	SBE MBE DVBE	In:	Out:



Dan Myers
Senior Estimator



Lic# 494752



TORI SAXON
ESTIMATING COORDINATOR

Tel 619.276.5411 ext 112 ♦ Fax 619.276.3547
1018 Cudahy Place ♦ Suite B ♦ San Diego, CA 92110
email: tori@fullerelectric.com SBE/MBE/DBE



General Contractors - CA Lic. # 500790

8418 LA MESA BOULEVARD
LA MESA, CALIFORNIA 91942

Dave Setterberg
Project Engineer

OFFICE: (619) 466-6693
FAX: (619) 466-6673

HAROLD BALKOWSKI
P.M.

WBE DBE & SBE Certified

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Building Projects & Partnerships since 1974

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EXHIBITS:

- Exhibit A: DVBE Program
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- Exhibit C: Payee Data Record Form
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- Exhibit E: Master Schedule
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- Exhibit M: Non-Mandatory Pre-Bid Meeting and Job Walk
- Exhibit N: Grossmont Cuyamaca Community College District Academic Calendar
- Exhibit O: Geotechnical Evaluation Cuyamaca College Track and Field Improvements Phase II – Fan Support Prepared by Group Delta
- Exhibit P: Cuyamaca College Composite Topographic Survey
- Exhibit Q: Track & Field Phase II – Scoreboard Contractor Laydown

[END OF DOCUMENT]

DOCUMENT 00500

CONTRACT

THIS CONTRACT, made this day of _____ in the County of San Diego, State of California, by and between the Grossmont-Cuyamaca Community College District, hereinafter called the District, and _____, hereinafter called the Contractor,

WITNESSETH that the District and the Contractor for the considerations stated herein agree as follows:

ARTICLE 1 - SCOPE OF WORK. The Contractor shall perform within the time stipulated the Contract as herein defined, and shall provide all labor, materials, equipment, tools, utility services, and transportation to complete in a worker-like manner all of the work required in connection with the following titled Project:

B20.002 CUYAMACA COLLEGE TRACK AND FIELD IMPROVEMENTS PH. II – SCOREBOARD

In strict compliance with the Contract Documents as specified in Article 5 below. The Contractor shall be liable to the District for any damages arising as a result of a failure to comply with that obligation, and the Contractor shall not be excused with respect to any failure to so comply by act or omission of the Program Manager, Architect, Engineer, Inspector, Division of the State Architect, or representative of any of them, unless such act or omission actually prevents the Contractor from fully complying with the Contract Documents and the Contractor protests, in accordance with the Contract Documents that the act or omission is preventing the Contractor from fully complying with the Contract Documents. Such protest shall not be effective unless reduced to writing and filed with the District office within five (5) days of the date of occurrence of the act or omission preventing the Contractor from fully complying with the Contract Documents.

ARTICLE 2- TIME FOR COMPLETION. The work shall be commenced on the date stated in the District's Notice to Proceed, as provided in Section A of the Special Conditions. As specified in the District's notice to proceed, the work shall be completed within **155** consecutive calendar days from and after the date stated in such notice, and in accordance with the target milestones and work element durations shown in the Master Construction Project Schedule, included in the Special Conditions. The calendar days specified herein includes **5** calendar day(s) for anticipated inclement weather, taking into consideration the seasonal weather for the time when construction will be undertaken.

In entering into this Contract, Contractor acknowledges and agrees that the construction duration stipulated herein is adequate and reasonable for the size and scope of the Project.

ARTICLE 3 - CONTRACT PRICE. The District shall pay to the Contractor as full consideration for the faithful performance of the Contract, subject to any additions or deductions as provided in the Contract Documents, and including any applicable sales, use or other taxes or costs, the sum of: Base Bid the Grand Total sum of _____, said sum being the total amount stipulated in the bid. Payment shall be made as set forth in the General Conditions.

ARTICLE 4 – LIQUIDATED DAMAGES. It is agreed that the Contractor will pay the District the sum Five Hundred Dollars and zero cents (~~\$500.00~~) per calendar day for each and every day of delay beyond the time prescribed in the Contract Documents for finishing said work, as Liquidated Damages and not as a penalty or forfeiture. In the event the same is not paid, the Contractor further agrees that the District may deduct that amount thereof from any money due or that may become due the Contractor under the Contract. This Article does not exclude recovery of damages under provisions of the Contract Documents.

ARTICLE 5 - COMPONENT PARTS OF THE CONTRACT. The agreement entered into by this Contract consists of the following Contract Documents, all of which are component parts of the Contract as if herein set out in full or attached hereto:

Notice to Contractors Calling for Bid	Lead Base Paint Certification
Information for Bidders	Prevailing Wage Certification
Bid Form, as accepted	Public Works Contractor Registration Certification
Bid Bond	Performance Bond
Site Visit Verification	Payment Bond for Public Works
Contractor's Certificate Regarding Workers' Compensation	Recycled Content Certification
Designation of Subcontractors	Drug-Free Workplace Certifications
Designation of DVBE Subcontractors	General, Special, and Supplementary Conditions
Information Required of Bidders	Insurance Policies
Asbestos-Free Material Certification	All Contractor Certifications
Non-collusion Affidavit	Addenda Nos. __, __, __ & __ as issued
Contract	Exhibits A-Q
	Drawings, Plans, and Specifications

All of the above-named Contract Documents are intended to be complementary. Work required by one of the above-named Contract Documents and not by others shall be done as if required by all. This Contract shall supersede any prior agreement of the parties.

ARTICLE 6 – PROVISIONS REQUIRED BY LAW. Each and every provision of law and clause required to be inserted in this Contract shall be deemed to be inserted herein and this Contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted or is not inserted correctly, then upon application of either party the Contract shall forthwith be physically amended to make such insertion or correction.

ARTICLE 7 – SUBSTITUTION OF SECURITIES. It is understood that at the request and expense of the Contractor, the District will pay the amounts retained pursuant to these Contract Documents as security for the completion of the work in compliance with the requirements of Public Contract Code Section 22300.

ARTICLE 8 – LABOR COMPLIANCE.

Pursuant to Labor Code section 1771.7, the District has implemented and shall enforce a Labor Compliance Program (LCP) for this Project. The Contractor shall be required to comply with all the requirements of the District's LCP and applicable provisions of the California Labor Code. In bidding on this Project, it shall be the Contractor's responsibility to evaluate the cost of complying with the District's LCP. The Contractor shall include all costs of compliance with specified requirements in the contract amount.

Contractor shall be responsible for complying with the provisions of the District's LCP, including the standard provisions requiring payment of prevailing wages, more further explained below, maintenance and submission of certified weekly payrolls, and hiring of apprenticeship as appropriate. Contractor shall be required to attend, and invite subcontractors to attend, a pre-construction meeting at which a representative of the District shall discuss labor law requirements. Contractor shall work with the District's staff and consultants to ensure the full compliance with the District's LCP and applicable labor law.

Contractor shall comply with the prevailing wage provisions of the California Labor Code and the prevailing wage rate determinations of the Department of Industrial Relations. These rates will be made available to any interested party upon request by contacting the Labor Compliance division of Gafcon, Inc. at 858-275-0010. It shall be mandatory upon the Contractor and all subcontractors to comply with all

Labor Code provisions, which include but are not limited to prevailing wages, employment of apprentices, hours of labor, and debarment of Contractors and subcontractors.

ARTICLE 9 – RECORD AUDIT. In accordance with Government Code, Section 8546.7, records of both the District and the Contractor shall be subject to examination and audit by the Auditor General for a period of three (3) years after final payment.

ARTICLE 10 – INDEMNIFICATION. The District, the District’s Representative, the Program Manager, the Architect, and their Board members, directors, officers, employees, agents and authorized volunteers shall not be answerable or accountable in any manner for any loss or damage that may happen to the work or any part thereof, or for any of the materials or other things used or employed in performing the Work, or for injury or damage to any person or persons, either workers, employees of Contractor or its subcontractors or the public, or for damage to adjoining or other property, from any cause whatsoever arising out of or in connection with the performance of the Work. The Contractor shall be responsible for any damage to adjoining or other property, from any cause whatsoever arising out of or in connection with the performance of the work. The Contractor shall be responsible for any damage or injury to any person or property resulting from defects or obstructions or from any cause whatsoever arising out of or in connection with the performance of the Work; provided, however, that the Contractor shall not be liable for the sole established negligence, willful misconduct or active negligence of the District, its Board members, directors, officers, employees, agents and authorized volunteers who are directly responsible to the District.

- a. Contractor shall indemnify the District, the Program Manager, and their Board members, directors, officers, employees, agents and authorized volunteers against and will hold and save them and each of them harmless from any and all actions, claims, damages to persons or property, penalties, obligations or liabilities that may be asserted or claimed by any person, firm entity, corporation, political subdivision or other organization arising out of or in connection with the Work, operation or activities of Contractor, its agents, employees, subcontractors or invitees, provided for herein, whether or not there is concurrent passive or active negligence on the part of the District, the District’s Representative, the Program Manager, the Architect, or their Board members, directors, officers, employees, agents and authorized volunteers, but excluding such actions, claims, damages to persons or property penalties, obligations or liabilities arising from the sole established negligence, willful misconduct or active negligence of the District, the District’s Representative, the Program Manager, the Architect, or those who are directly responsible to them; and in connection therewith:
 - 1) Contractor will defend any action or actions filed in connection with any of said claims, damages, penalties, obligations or liabilities and will pay all costs and expenses, including attorney’s fees incurred in connection therewith.
 - 2) Contractor will promptly pay any judgment rendered against Contractor, the District, the District’s Representative, the Program Manager, the Architect, and their Board members, directors, officers, employees, agents and authorized volunteers covering such claims, damages, penalties, obligations and liabilities arising out of or in connection with such work, operations, or activities of Contractor hereunder and Contractor agrees to save and hold the District, the District’s Representative, the Program Manager, the Architect, and their Board members, directors, officers, employees, agents and authorized volunteers harmless therefore.
 - 3) In the event the District, the District’s Representative, the Program Manager, the Architect, and their Board members, directors, officers, employees, agents and authorized volunteers are made a party to any action or proceeding filed or prosecuted against Contractor for such damages or other claims arising out of or in connection with the

Work, or operation or activities of Contractor hereunder, Contractor agrees to pay to the District, the District's Representative, the Program Manager, the Architect, and their Board members, directors, officers, employees, agents and authorized volunteers any and all costs and expenses incurred by the District, the District's Representative, the Program Manager, the Architect, and their Board members, directors, officers, employees, agents and authorized volunteers in such action or proceeding together with reasonable attorney's fees.

- 4) The District may retain, to the extent it deems necessary, the money due to the Contractor under and by virtue of the Contract Documents until disposition has been made of such actions or claims for damages as specified herein above.

ARTICLE 11 – NO STATE LIABILITY. As between the District and the State of California, the Contractor agrees that the State of California, including the Community College Chancellor's Office, is not liable for any damages of any kind arising out of this Contract. The Contractor's sole remedy is against the District or other third parties, and only the District and those other third parties may be liable for any injury the Contractor may suffer under this Contract.

IN WITNESS WHEREOF, this Contract has been duly executed by the above-named parties, on the day and year first above written.

CONTRACTOR:

DISTRICT:

**GROSSMONT-CUYAMACA
COMMUNITY COLLEGE DISTRICT**

License No. _____

By _____

By _____

Sahar Abushaban
Interim Vice Chancellor -Business Services

Date: _____

Date: _____

(Corporate Seal)

DOCUMENT 00800

SPECIAL CONDITIONS

A. **Time of Performance.** The work shall be commenced on the date stated in the District’s notice to the Contractor to proceed (which date will be not less than ten (10) consecutive calendar days after Award of Contract nor more than sixty (60) consecutive calendar days, from and after the date of execution of the Contract) and shall be completed within **155 consecutive** calendar days from and after the date stated in such notice. District and Contractor each hereby stipulate that the stated performance period is accepted as reasonable and that no other performance period shall be acceptable unless accepted in writing (See Article 2 of Contract and Article 6 of General Conditions.)

Work under this Contract shall be scheduled and coordinated in compliance with the dates indicated below:

1. Notice to proceed anticipated to be issued Friday, April 30, 2021.
2. Work is estimated to start on or about Tuesday, May 04, 2021.
3. Contractor shall complete all work no later than Friday, October 01, 2021. Liquidated Damages will apply starting Saturday, October 02, 2021.

Liquidated Damages. If work under this Contract is not ready for the intended use within the specified time period which includes 5 day(s) inclement weather, the agreed liquidated damages established in Article 6 of the General Conditions is Five Hundred Dollars and zero cents (\$500.00) per day for each calendar date completion is delayed.

B. **Documents Furnished.** The number of copies of drawings and specifications to be furnished to General Contractor free of charge is one (1) hard copy and one (1) cd format excluding delivery.

C. **Insurance.** As provided in General Conditions, Contractor shall procure and maintain and shall require all subcontractors, if any, whether primary or secondary, to procure and maintain either:

Comprehensive General Liability Insurance
 With a combined single limit per occurrence
 of not less than.....\$1,000,000

OR

Commercial General Liability Insurance
 (including automobile insurance) which provides
 limits of not less than:

- a. Per occurrence (combined single limit).....\$1,000,000
- b. Project Specific Aggregate (for this Project only).....\$1,000,000
- c. Products/Completed Operations.....\$1,000,000
- d. Personal & Advertising Injury limit\$1,000,000

AND

Automobile Liability Insurance

In the amount of not less than\$1,000,000

per occurrence for bodily injury and

property damage

Insurance Covering Special Hazards: Following special hazards shall be covered by riders or riders to above-mentioned commercial liability insurance or property damage insurance policy or policies of insurance, or by special policies of insurance, in amounts as follows:

Automotive and truck where operated in amounts as stated above.

Material hoist where used in amounts as stated above.

- D. **Executed Copies:** The number of executed copies of the Contract, the Performance Bond, and the Payment Bond for Public Works required is two (2) each.
- E. **License Classification:** Each bidder shall be a licensed Contractor pursuant to the Business and Professions Code and shall be licensed in the following classification:

"B" - General Building Contractor

- F. The stamped time from the date-time clock located at the bid collection point will be the official time for the bid opening. Bids will be received up to and including the hour specified in the Notice Inviting Bids. Bids stamped at :01 after the hour will be rejected and returned to the Bidder unopened.
- G. Contractor shall be aware of construction noise on the job and make necessary adjustments to ensure neighboring offices, and classrooms minimal disturbance. Project Manager will, upon request of Contractor, check with the scheduling office. Contractor is to avoid scheduling activities where construction noise may become an issue.
- H. In accordance with the Hazardous Communication standards and Employee's Right to Know laws, Contractor is required to ensure that a Material Safety Data Sheet (MSDS) for any material or substance so requiring that is used on the job is readily available and accessible on the Project Site and a copy provided to the Director of Maintenance and Operations. The Contractor is also required to ensure the proper labeling of any substance brought onto the campus that the person working with the material, or within the general area of the material, is/are informed about the hazards of the substance and follow proper handling and protection procedures.
- I. Contractor is required to comply with the provisions of the California Health and Safety Code Section 25249, et seq., which required the posting and giving of notice to person who may be exposed to any chemical known to the State of California to cause cancer. The Contractor agrees to familiarize himself with such statutory provisions and to fully comply with the requirements therein set forth.
- J. In the event of a hazardous materials spill at the construction site or within the boundaries of College, the Contractor will immediately notify the Director of Safety or campus police in order to mitigate the spill and minimize its effect on the environment.
- K. Traffic control, if required, shall be approved by the District's representative prior to commencing work each day.
- L. All labor, materials, equipment, and transportation required for proper installation, operation, and performance of facilities shown on the contract drawings, and described herein, in accordance with the stated intent of the project, shall be new (no used, rebuilt or remanufactured items may be incorporated in the Work) and provided at the expense of the Contractor. Contractor shall not ship, or have shipped, any materials, tools, equipment, or any item directly to the DISTRICT without prior authorization. Such shipments, if made, will be refused.

- M. All (Interior) properties, structures, and equipment, etc., not indicated or specified to be removed, shall be properly and adequately protected from damage during the entire contract period. If any of these items are damaged or disturbed in any way by the Contractor, his employees or assignees, they shall be restored to their original condition at the Contractor's expense.
- N. All (Exterior) properties, structures, equipment, gates, trees, fences, shrubs, etc., not indicated or specified to be removed, and all existing hardscape, utility lines, including irrigation, shall be properly and adequately protected from damage during the entire contract period. If any of these items are damaged or disturbed in any way, by the Contractor, his employees or assignees, they shall be restored to their original condition at the Contractor's expense. Any lawn area that is damaged shall be resodded at Contractor's expense. Restoration of landscaped areas shall be completed to the satisfaction of the District's Representative. Contractor shall be solely responsible for protection and maintenance of any project improvements for the duration of the project. Contractor shall be solely responsible for all costs incurred by de-mucking or de-mudding of project improvements caused by rain or storm events.
- O. All telephone lines and equipment shall be left intact by the Contractor. If wires/cables are not in conduit and phones are detachable, the Contractor shall notify the Project Manager. If telephone lines/equipment are damaged during construction, it shall be the Contractor's responsibility to replace damaged items to operational use at his cost.
- P. Contractor, his employees and material suppliers shall observe all Grossmont & Cuyamaca Colleges traffic and parking regulations. Contractor and his employees shall park in an area to be designated by the Project Manager. Temporary parking permits will be issued by Campus Parking Services to the Contractor for his employees.
- Q. If, in the opinion of the District, the Contractor and/or his representatives are jeopardizing the health and safety of the campus community, the District, or its designees, have the authority to stop any job or portion thereof until appropriate corrections are made.
- R. If, in the opinion of District, or their designee, an area requiring barricades is left unsafe and the Contractor or his representative is not available, barricades will be set up by Campus Police and the Contractor billed for time and barricade rental. Barricades not returned to the District will be charged to the Contractor.
- S. If job supervisor is not available or adequate on the job site during the entire time of the construction, the District Representative may shut down the job.
- T. Keys to work areas, if required, must be obtained through the Project Manager. Receipt of keys shall be signed for by the Contractor or authorized representative. A refundable deposit, in an amount of \$100 per key is required. Upon completion of the Work, all keys shall be returned. If Contractor fails to return all keys issued, Contractor shall be liable for the total cost of labor and material to re-key all areas accessible with the lost keys.
- U. Contractor agrees to provide adequate training of District's personnel to efficiently operate and maintain any equipment or controls installed under this contract.
- V. Additional areas of construction are being performed on the campus. It may be necessary for this Contractor to perform Work within the boundaries of these projects. Contractor must abide by the safety policies in place for any project where work for this scope is required to be performed.
- W. Include an allowance of **\$88,000** in your base bid number for potential project modifications and unforeseen conditions above and beyond those noted in the Construction Documents and Specifications. This allowance may not be used without prior written authorization from the District's Representative. Any money left at the end of the project will be credited back to the Owner via a deductive change order.
- X. Contractor shall include in the base bid move-ons necessary to meet the project schedule. Paragraph A of Document 00800 indicates a start and completion date for the project. Contractor shall submit a detailed schedule indicating all completion dates being met within seven (7) days after notice to proceed.
- Y. The scope of work includes all site dust control as required by the City and/or County, including providing a water truck during earth operation, cost of water, meter and permits as required. Additionally, dust control in classrooms where doors are being replaced must protect all sensitive items, such as computers, smart carts and projectors.

- Z. Include the cost of providing all traffic control, flag persons, pedestrian and traffic barricades as required to complete the work. Also included will be the cost and installation of all directional signage as required for both pedestrian and vehicular traffic.
- AA. Should additional work be authorized under a "Time and Material" change order, Contractor must notify Gafcon / GCCCD – Brian Browning (each day prior to starting work) the number of workers and equipment working on each change order. Daily field tickets with the Superintendent's signature must be presented to Gafcon / GCCCD – Brian Browning for review and approval. Daily tickets shall quantify labor hours, materials and equipment used. If the Project Manager cannot verify the T&M tickets, then he shall write "cannot verify time" and the T&M ticket will not be paid.
- BB. Contractor confirms that he has inspected the existing sites and facilities prior to accepting the terms of this Contract. All necessary items that are consistent with the scope of the contract for a complete job have been included in the Contractors bid.
- CC. Contractor shall protect the existing construction and utilities (above/below ground; regardless if they are concealed and/or indicated by the contract documents). Contractor shall restore to its original condition any existing items that are damaged or disturbed.
- DD. Contractor agrees to provide a minimum of one (1) competent English speaking skilled foreman or superintendent who shall be present at all times during execution of the Contractor's work.
- EE. Contractor to notify Brian Browning within 48 hours in advance for any required inspections.
- FF. **SUBMITTALS:** All shop drawings, samples, product data, and other submittal data must be received by Project Manager in a timely manner per General Conditions Article 45. It is the intent of this clause that re-submittals will not occur. If, however, a re-submittal is required, then it shall be correctly prepared and resubmitted to the Project Manager within 2 working days of Contractor's receipt of returned submittals. If re-submittal is caused by Contractor's actions and/or improper submittal, then Contractor shall be responsible for any and all costs, coordination, delays related to this issue. Obtain the Project Managers direction prior to fabricating any item without prior submittal approval.
- GG. **THE DELIVERY OF SUBMITTALS:** Contractor agrees and acknowledges timely transmittal to the Project Manager of all shop drawings, samples, data, and other submittals required by this Contract is critical to the timely completion of the project, that any delay in such transmittal will cause the District to suffer substantial damages by way of extended overhead, added supervision impact, and other delay related costs, and that the actual amount of such damage suffered by the District would be extremely difficult and impractical to fix or ascertain. Contractor shall therefore pay to the District as liquidated damages, any delays actually incurred.
- HH. **Special "SHUT DOWN" Procedures:** All shut down / deactivation procedures (i.e. closing of valves, turning off power, blocking passageways, etc.) shall be approved by the District and the Project Manager prior to any action – No Exceptions. A 7-day notice shall be submitted by Contractor to the Project Manager for approval prior to work starting so that the District can take necessary action. Complete all mechanical and electrical tie-ins during off hours and at no additional cost.
- II. **Work Week and Job Hours:** Activities at the project site will be open 24 hours, 7 days a week. All weekends, holidays or irregular hours worked must be approved by the District, must be supervised by the General Contractor's Superintendent and be in compliance with local ordinances. Contractor shall pay costs for the Program Manager's/Inspector Services if required as caused by irregular work hours.
- JJ. **Safety:** Contractors shall take all necessary precautions for the safety of employees on the job and shall comply with all applicable provisions of Federal, State, OSHA and Municipal safety laws and building codes. General Contractor to be advised that his works will have to be coordinated with other projects under construction in the same areas. Any and all Contractors, Subcontractors, Vendors, Suppliers, etc. shall wear orange safety vests and attire that identifies name of company that employee is working for on this project at all times while on campus.
- KK. **Weekly Project Meetings:** Job status meetings will be held on a weekly basis as directed by the Project Manager.
- LL. **Materials Furnished by Others:** Contractor shall install all materials, furnished by others that are so designated in the Contract (if applicable). Contractor shall be responsible for receiving, unloading,

protecting, storing, handling on jobsite, installation, rough/final connections, testing, warranty, etc. as required for a complete installation. Contractor shall furnish all fasteners and miscellaneous items required to install materials. Upon formal delivery, Contractor shall inspect materials for damage and that proper items were delivered and formally report all discrepancies. If the materials are discovered to be defective or incorrect after installation, then Contractor shall remove and re-install correct materials at Contractor's own expense. Costs for correct materials shall be paid for by original material supplier. Contractor to issue a written quantity survey of materials within 30 calendar days of receipt of Contract.

- MM. In the case of conflicting information in the bid documents which cannot be resolved prior to bid, the bidder is to include the cost of the more expensive or stringent requirement so that the highest quality product is constructed.
- NN. Notice to Cure (48 Hour Notice). If contractor at any time refuses or neglects to supply enough properly skilled workers and proper materials, or fails to properly and diligently prosecute the work covered by this Agreement, or fails to make prompt payment to its workers, subcontractors or suppliers, or becomes delinquent with respect to contributions or payments required to be made to any health and welfare, pension, vacation, apprenticeship or other employee benefit program or trust, or is otherwise guilty of a material breach of a provision of this Agreement, and fails within forty-eight (48) hours after receipt of written notice to commence and continue satisfactory correction of such default with diligence and promptness, then Project Manager (acting on behalf of the District), without prejudice to any rights or remedies, shall have the right to any or all of the following remedies:
- a. Supply such management, number of workers and quantity of materials, equipment and other facilities as Project Manager deems necessary for the completion of Contractor's work, or any part thereof which Contractor has failed to complete or perform, and charge the cost thereof to Contractor, who shall be liable for the payment of same including reasonable overhead and profit, incurred as a result of Contractor's failure of performance;
 - b. Contract with one or more additional Contractors to perform such part of Contractor's work as Project Manager shall determine will provide the most expeditious completion of the total work and charge the cost thereof to Contractor;
 - c. Withhold payment of any monies due Contractor pending corrective action to the extent required by and to the satisfaction of Project Manager;
 - d. In the event of an emergency affecting the safety of persons or property, Project Manager may proceed as above without notice.
- OO. At the end of each work day, Contractor will safe off all doors in all buildings under construction.
- PP. Grossmont College and Cuyamaca College campuses are Smoke-Free and Tobacco-Free Campuses. No smoking or tobacco use is permitted anywhere on campus property, including parking lots and project sites in accordance with GCCCD Governing Board policy BP 3560.
- QQ. Change Order Cost Basis: Should there be a dispute in the "Cost of the Work" of change order pricing, then the "Cost of the Work" shall be determined using the 2019 RS Means "Cost of Work" prior to overhead, profit and bond.

All change orders shall be inclusive of all costs associated with the impacts of the changes, including but not limited to: interference, disruptions, rescheduling, changes in the sequence of work, delays and/or associate acceleration. Therefore, there will be NO reservation of rights allowed on change order request form or letters.

- RR. Project Schedule and Scheduling Requirements: Include all costs necessary to comply with this project's schedule requirement. Include all overtime, work on weekends, cost to procure and / or expedite materials and equipment, etc. as required to meet the schedule as noted in (Exhibit E). No additional compensation for overtime will be given to complete contractor and sub-trade contractor's scope of work. Allow for the overtime costs in your bid.
- SS. If the contractor encounters a threatened or actual delay to any activity or to completion of the project, however caused, the Contractor shall use available float, make reasonable schedule adjustments, and otherwise cooperate with the District to mitigate any such delay.

- TT. Contractor is required (per Government code 4216/4217) to contact Underground Service Alert at 1-800-422-4133 at least 2 days before staging excavations and obtain a Dig Alert ID #. Please note that the District does not anticipate there being any Public Utilities located in the area of work (SDGE, Otay Water District, Cox Cable, etc.) However there may be Cuyamaca College owned utilities in the area, therefore Contractor shall be responsible to hire and pay for AirX (a utility locator) to mark out all utilities in the area of work to include any power, data, TV, phone, gas, water, irrigation, fire alarm, street lights, storm drain, sewer, etc. Contractor shall call AirX (Steve Tueting) @ 760-419-2183. Allow time for mark-out and comparison to existing college utility maps before digging.
- UU. By the contractor accepting the Master Schedule he or she agrees to pay for any and all cost associated with the purchase of materials to meet the completion date regardless of lead time.
- VV. Contractor to install any safety measures to protect students, faculty members, and staff members during the project while facilities are occupied to be included in the base bid.
- WW. All clean up at the project must be completed at the end of each workday to provide a clean, accessible site for staff and students upon their arrival.
- XX. The Contractor is required to provide a six (6) foot high fence with blue privacy screen around the construction site; equipped with vehicular and pedestrian gates with locks.
- YY. The Contractor is required to maintain the twenty (20) feet wide fire lane free of obstructions on **Cuyamaca College** campus. The Contractor is required to provide a fire watch to remove fencing in the fire lane path of travel when work must be performed at no additional cost to the District.
- ZZ. The Contractor is required to coordinate site logistics with other Contractors on the **Cuyamaca College** site when necessary to minimize the impact to the College at no additional cost to the District.

[END OF DOCUMENT]

EXHIBIT E

Master Schedule CUYAMACA COLLEGE TRACK AND FIELD IMPROVEMENTS PH. II – SCOREBOARD

Advertisement #1	Tues., February 09, 2021
Advertisement #2	Tues., February 16, 2021
Non-mandatory Pre-Bid Meeting and Job Walk	Mon., February 22, 2021 @ 2:00 p.m.
Last Day for DVBE Advertisement	Tues., March 02, 2021
Deadline to Submit Request for Substitutions	Fri., March 05, 2021
Last Day for Questions	Tues., March 09, 2021
Last Day for Addendum	Thurs., March 11, 2021
Bid Opening	Tues., March 16, 2021 @ 2:00 p.m.
Notice to Bidders of Intent to Award	Tues., March 23, 2021
Award Letter (<u>anticipated</u>)	Tues., April 06, 2021
Signed Contract/Insurance/Contractor Bond to GCCCD Purchasing	Fri., April 16, 2021
Notice to Proceed (<u>anticipated</u>)	Fri., April 30, 2021
Pre-Construction Meeting (<u>anticipated</u>)	Mon., May 03, 2021
Start of Construction (<u>anticipated</u>)	Tues., May 04, 2021
Project Completion (<u>including all punch list items</u>)	Fri., October 01, 2021

Note #1: Non-mandatory Pre-Bid Meeting and Job Walk is required for all prospective bidders to attend. Costs associated with on-time delivery and installation of all construction items including any long lead items in order to comply with the above schedule are to be included in the bid. The overall project duration shall be for 155 consecutive calendar days. The calendar days specified herein includes 5 calendar day(s) for anticipated inclement weather.

EXHIBIT Q

Track & Field Phase II - Scoreboard Contractor Laydown

EXHIBIT Q

Track & Field Phase II - Scoreboard Contractor Laydown

