



GROSSMONT-CUYAMACA
COMMUNITY COLLEGE DISTRICT

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

Bid Due Date
Tuesday, March 16, 2021 at 2:00 p.m.
Grossmont–Cuyamaca Community College District
District Annex South, Conference Room
8800 Grossmont College Drive ❖ El Cajon, CA 92020

Non-mandatory Pre-Bid Meeting & Job Walk
Monday, February 22, 2021 at 2:00 p.m.
Cuyamaca College- Building I, Student Center - Meeting Room I-209
Grossmont-Cuyamaca Community College District
900 Rancho San Diego Parkway ❖ El Cajon, CA 92019

CONTENTS

DOCUMENT	DESCRIPTION	PAGES
00010	Table of Contents	2
00020	Notice to Contractors Calling for Bids.....	4
00100	Information for Bidders	7
00200	Bid Form	4
00300	Bid Bond.....	1
00400	Contractor's Certification Regarding Workers Compensation.....	1
00410	Designation of Subcontractors	4
00420	Designation of DVBE Subcontractors	1
00430	Information Required of Bidders.....	5
00440	Asbestos-Free Materials Certification.....	2
00450	Non-collusion Affidavit	1
00455	Site Visit Certification.....	1
00500	Contract.....	4
00600	Performance Bond.....	1
00610	Payment Bond for Public Works	2
00620	Recycled Content Certification	1
00630	Drug-Free Workplace Certification	2
00700	General Conditions	32
00800	Special Conditions.....	6
00810	Supplemental General Conditions / Information Required of Bidders ...	1

00930	Lead Based Paint Certification	3
00980	Prevailing Wage Certification	1

EXHIBITS:

Exhibit A:	DVBE Program
Exhibit B:	Website for Prevailing Wage Scales
Exhibit C:	Payee Data Record Form
Exhibit D:	Pre-Bid Request for Information (RFI) Form
Exhibit E:	Master Schedule
Exhibit F:	Drawings Table of Contents
Exhibit G:	Specifications Table of Contents
Exhibit H:	Small Business Certification Information
Exhibit I:	Wage Rate Worksheet
Exhibit J:	Bidder Reference Form
Exhibit K:	Campus Maps
Exhibit L:	Grossmont-Cuyamaca Community College District Standards
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

[END OF DOCUMENT]

DOCUMENT 00020
NOTICE TO CONTRACTORS CALLING FOR BIDS

NOTICE IS HEREBY GIVEN that Grossmont–Cuyamaca Community College District of San Diego County, California, acting by and through its Governing Board, hereinafter referred to as the District, will receive up to, but not later than **2:00 p.m.**, on **Tuesday, March 16, 2021**, sealed bids for the award of a contract for:

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

Scope of Work – The scope of the Cuyamaca College Track and Field Improvements Ph. II – Scoreboard will include the installation of a digital display scoreboard on the south end of the current track and field. New electrical and data packages will be run from the Central plant, along on the west side of the track for the controls and along the east side of the track for the timing stations. Scope also includes grading and infill of existing bioswale, new flatwork and minor parking lot improvements.

Estimated contract value - \$1,150,000

Bids shall be received in the Purchasing and Contracts office of the Grossmont–Cuyamaca Community College District, Grossmont College, Parking Lot 4, 8800 Grossmont College Drive, El Cajon, CA 92020-1799 and shall be opened and publicly read aloud at the above-stated time and place.

Each bid must conform and be responsive to the Contract Documents and all plans, specifications and any other documents pertaining to the Project, copies of which are now on file and may be obtained after **Tuesday, February 09, 2021** at American Reprographics Company Downtown San Diego Location located at 555 W. Beech Street, Suite 111 San Diego, CA 92101. Phone 619-232-8440 or www.e-arc.com/ca/sandiego. Copies of bid documents, drawings and specifications will also be available at the ARC website that same day.

A non-mandatory pre-bid meeting and job walk has been scheduled for **Monday, February 22, 2021 at 2:00 p.m.** This non-mandatory pre-bid meeting and job walk will take place at 900 Rancho San Diego Parkway, El Cajon, CA 92019, Cuyamaca College - Building I, Student Center - Meeting Room I-209. Representatives of the District, Project Manager, and the campus will be present to answer questions bidders have regarding this Project.

All bidders will receive a copy of the pre-bid attendees list issued by addendum.

Each bid shall be accompanied by the security referred to in the Contract Documents, the non-collusion affidavit, the list of proposed subcontractors, and all additional documentation required by the Instructions to Bidders.

All questions and requests for information must be made in writing by mail or email to the attention of Brian Browning, Gafcon Modular Office, Cuyamaca College, 900 Rancho San Diego

Parkway, El Cajon, CA 92019. Email: bbrowning@gafcon.com. For procedural questions, you may call Jami McArdle at (619) 660-4678.

Please Note: One (1) hard copy and one (1) cd format of complete sets of bid documents will be provided at no cost to each bidder and electronic download (except delivery). Any additional sets can be ordered and purchased directly through ARC.

The successful bidder will be required to furnish the District with a Performance Bond equal to 100% of the successful bid, and a Payment Bond equal to 100% of the successful bid, prior to execution of the Contract. All bonds are to be secured from a surety company that meets all of the State of California bonding requirements, as defined in Code of Civil Procedure section 995.120, and is authorized by the State of California, and all documents required by Code of Civil Procedure section 995.660, to the extent required by law.

Pursuant to the provisions of Public Contract Code section 22300, the successful bidder may substitute certain securities for funds withheld by District to ensure his performance under the Contract. At the request and expense of the successful bidder, securities equivalent to any amount withheld shall be deposited at the discretion of District, with either District or a state or federally chartered bank, as the escrow agent, who shall then pay any funds otherwise subject to retention to the successful bidder. Upon satisfactory completion of the Contract, the securities shall be returned to the successful bidder.

In order to assist the District in meeting its Disabled Veteran Business Enterprises ("DVBE") goal of at least three percent (3%) (as described in Paragraph 28 of 00100), bidders are encouraged (but not required) to seek out and include DVBE subcontractors and suppliers in their bid. The document 00420 Designation of DVBE subcontractors is required to be included with your bid and if no DVBE subcontractors or vendors are intended to be used for this project, then the bidder should simply indicate "None" in the Subcontractor column.

When proceeding with good faith effort all DVBE documentation needs to be provided with bid submission refer to (Exhibit A). The DVBE advertisement period is 14 days prior to the bid opening scheduled for March 16, 2021, which is **March 02, 2021**.

While not required as part of any participation goals or tracking, the District encourages and welcomes participation in the bidding process by Minority Business Enterprises (MBE), Women-Owned Business Enterprises (WBE), Disadvantaged Business Enterprises (DBE), and Small Businesses (SB).

Please complete Exhibit H, Small and Underutilized Business Certification Information Form, to assist the District in their reporting efforts. All local, small, and underutilized firms submitting this form will be added to the District's Outreach Program database and will receive notification of bid opportunities requiring corresponding contractor's license(s).

The District reserves the right to reject any or all bids or to waive any irregularities or informalities in any bids or in the bidding.

Pursuant to Labor Code section 1771.7, the District has implemented and shall enforce a Labor Compliance Program (LCP) for this Project. The successful bidder 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 bidder's responsibility to evaluate the cost of complying with the District's LCP. The bidders shall include all costs of compliance with specified requirements in the contract amount.

The successful bidders shall be responsible for complying with the provisions of the District's LCP, including the standard provisions requiring payment of prevailing wages, maintenance and submission of weekly certified payrolls, and hiring of apprenticeship as appropriate. The successful bidders 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. The successful bidders shall work with the District's staff and consultants to ensure the full compliance with the District's LCP and applicable labor law.

The successful bidders shall be responsible for complying with Labor Code Section 1771.1(a) as follows: A contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, as defined in this chapter, unless currently registered and qualified to perform public work pursuant to Section 1725.5. It is not a violation of this section for an unregistered contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or by Section 10164 or 20103.5 of the Public Contract Code, provided the contractor is registered to perform public work pursuant to Section 1725.5 at the time the contract is awarded.

The Director of Industrial Relations has determined the general prevailing rate of per diem wages in the locality in which this work is to be performed for each craft or type of worker needed to execute the Contract which will be awarded to the successful bidder, copies of which are on file and will be made available to any interested party upon request by contacting the Labor Compliance division of Gafcon, Inc. at 858-875-0010.

The project is also subject to the requirements of all applicable provisions of the California Labor Code and the California Code of Regulations, including but not limited to, Chapter 1 of Part 7 of Division 2 of the Labor Code (Section 1720 et seq.); California Code of Regulations, Title 8, Chapter 8, Subchapters 3 & 4 (Section 16000 et seq.); and California Code of Regulations, Title 8, Chapter 8, Subchapter 4.5 (Section 16450 et seq.).

The successful bidder and each subcontractor of any tier shall be required to pay not less than the general prevailing rates of per-diem wages in the locality in which the work is to be performed for each craft or type of worker needed to execute the contract.

Successful bidder and each subcontractor shall keep accurate payroll records in accordance with Labor Code Section 1776, and must furnish certified payroll records to the Department of Industrial Relations (DIR) electronic Certified Payroll Record (eCPR) online system every thirty (30) days and within ten (10) days of any separate request by DIR or District. Payroll records shall be furnished in a format prescribed by Section 16401 of Title 8 of the California Code of Regulations, with use of the current version of "Public Works Payroll Reporting Form (A-1-131)" and "Statement of Employer Payments (DLSE Form PW26)" constituting presumptive

compliance with this requirement, provided the forms are filled out accurately and completely. In lieu of paper forms, the DIR may provide for and require the electronic submission of certified payroll reports.

The successful bidder will be required to retain copies of certified payroll records for a minimum of five (5) years from the date of completion and submit them upon request of the District or its authorized agent.

A copy of the per-diem rates of Prevailing Wages shall be posted at the site of the Project by the District. Rates are available at <http://www.dir.ca.gov/dlsr/pwd/index.htm>.

In accordance with the provisions of the California Labor Code, contractors or subcontractors may not perform work on a public works project with a subcontractor who is ineligible to perform work on a public project pursuant to Section 1777.1 or Section 1777.7 of the California Labor Code. Any contract on a public works project entered into between a contractor and a debarred subcontractor is void as a matter of law. A debarred subcontractor may not receive any public money for performing work as a subcontractor on a public works contract. Any public money that is paid, or may have been paid to a debarred subcontractor by a contractor on the Project shall be returned to the District. The Contractor shall be responsible for the payment of wages to workers of a debarred subcontractor who has been allowed to work on the Project.

It shall be mandatory upon the bidder to whom the Contract is awarded, and upon any subcontractor under him, to comply with all Labor Code provisions, which include, but are not limited to the payment of not less than the said specified rates to all workers employed by them in the execution of the Contract, employment of apprentices, hours of labor, debarment of contractors and subcontractors, and those required under Labor Code Section 1771.1(a). Each bidder shall be a licensed contractor pursuant to the Business and Professions Code and shall be licensed in the appropriate classification(s) of contractor's license(s), for the work bid upon, and must maintain the license throughout the duration of the Contract License required for this project:

"B" - General Building Contractor

Award of Contract: The District shall award the Contract for the Project to the bidder submitting the lowest bid, as determined from the **total base bid alone** and is deemed responsible by the District.

No bidder may withdraw his bid for a period of sixty (60) calendar days after the date set for the opening of bids.

Dated this day of Tuesday, February 09, 2021

Debbie Justeson

Clerk of the Grossmont-Cuyamaca Community College District
County of San Diego, California

Publication Dates: Tuesday, February 09, 2021
Tuesday, February 16, 2021

[END OF DOCUMENT]

DOCUMENT 00100 INFORMATION FOR BIDDERS

1. Preparation of Bid Form

The District invites bids on the attached form to be submitted at such time and place as is stated in the Notice to Contractors Calling for Bids. All blanks in the bid form must be appropriately filled in. All bids must be submitted in sealed envelopes bearing on the outside the name of the bidder, his address, and the name of the Project for which the bid is submitted. All prices must be stated in both words and figures where so indicated, and where there is a conflict in the words and figures, the words shall govern. **Prices quoted shall be in whole dollars only.** Prices, wording and notations must be in ink or typewritten. Erasures or other changes shall be noted over by signature of the bidder. It is the sole responsibility of the bidder to see that his bid is received in proper time. All bids received after the scheduled closing time for receipt of bids will be returned to the bidder unopened.

2. Combined Bid Packages

This paragraph applies when there is more than one bid package for a project. Bidders shall have the option to bid combined bid packages. The bidder **MUST** still bid each package separately, in addition to the combined bid. The District will compare the combined bid with the individual bids. If the combined bid is lower than the sum of the apparent low individual bids the District shall elect to award to the combined bidder. If the sum total of the individual bids is lower than the combined bid, the individual packages will be awarded. If the bidder is submitting a combined bid for multiple packages, the bidder must write the words **"MULTIPLE BID PACKAGES"** and the **number of each package** on the outside of the sealed envelope.

3. Bid Security

Each bid shall be accompanied by one of the following: (a) cash; (b) a certified check made payable to the District; (c) a cashier's check made payable to the District; or (d) a satisfactory bid bond payable to the District executed by the bidder as principal and an admitted surety approved to conduct business in the State of California as surety, in an amount not less than 10% of the maximum amount of the bid. Personal sureties and unregistered surety companies are unacceptable. The California admitted surety insurer, as defined in California Code of Civil Procedure Section 995.120, shall be a satisfactory corporate surety. The cash, check or bid bond shall be given as a guarantee that the bidder shall execute the Contract if it be awarded to

the bidder in conformity with the Contract Documents and shall provide the surety bond or bonds as specified therein within ten (10) consecutive calendar days after notification of the Notice of Award of the Contract to the bidder.

In the event the bidder to whom the Notice of Award of Contract is given fails or refuses to post the required bonds, as provided in Section 10 below, and return executed copies of the Contract within ten (10) consecutive calendar days from the date of the Notice of Award of Contract, the District may declare the bidder's bid deposit or bond forfeited as damages caused by the failure of the bidder to post the required bonds and execute such copies of the Contract, and may award the Contract to the next lowest responsible bidder, or may call for new bids.

4. Faxed and Electronic Mail Bids

All bids must be under sealed cover. The District will not accept any bids or bid modifications submitted by facsimile or electronic mail transmission.

5. Signature

The bid must be signed in the name of the bidder and must bear the signature in longhand of the person or persons duly authorized to sign the bid on behalf of the bidder. All signatures are to be in ink. In the event that the bidder is a joint venture or partnership, there shall be submitted with the bid certifications signed by authorized officers of each of the parties to the joint venture or partnership, naming the individual who shall be the agent of the joint venture or partnership, who shall sign all necessary documents for the joint venture or partnership and who, should the joint venture or partnership be the successful bidder, shall act in all matters relative to the Contract resulting therefore for the joint venture or partnership.

6. Modifications

Changes in or additions to the bid form, recapitulations of the work bid upon, alternative proposals, or any other modification of the bid form which is not specifically called for in the Contract Documents may result in the District's rejection of the bid as not being responsive to the invitation to bid. No oral or telephonic modification of any bid submitted will be considered and a telegraphic modification may be considered only if the postmark evidences that a confirmation of the telegram duly signed by the bidder was placed in the mail prior to the opening of bids. Bids may be rejected if they show any

alteration in form, are incomplete, or contain irregularities of any kind.

7. Erasures/Mutilation of Bid Documents

The bid submitted must not contain any erasures, interlineations, or other corrections unless each such correction is suitably authenticated by affixing in the margin immediately opposite the correction the surname or surnames of the person or persons signing the bid.

Bidders should not deface or mutilate the bid documents to the extent that they may not be usable for construction purposes.

8. Examination of Site and Contract Documents

At its own expense and prior to submitting its bid, each bidder shall visit the site of the proposed work and fully acquaint himself with the conditions relating to the construction and labor so that the bidder may fully understand the facilities, which include but are not limited to difficulties, and restrictions attending the execution of the work under the Contract. Bidders shall thoroughly examine and be familiar with the drawings and specifications. Each bidder shall also determine the local conditions which may, in any way affect the performance of the work, including the prevailing wages and other relevant cost factors; familiarize itself with all federal, state and local laws, ordinances, rules, regulations and codes affecting the performance of the work, including the cost of permits and licenses required for the work; make such surveys and investigations, including investigations of subsurface or latent physical conditions at the site or where work is to be performed. The failure or omission of any bidder to receive or examine any Contract Documents, form, instrument, addendum, or other document or to visit the site and acquaint himself with conditions there existing shall in no way relieve any bidder from any obligation with respect to their bid or to the Contract. The submission of a bid shall be taken as incontrovertible evidence of compliance with this section.

9. Withdrawal of Bids

Any bidder may withdraw his bid either personally, by written request, or by telegraphic request confirmed in the manner specified above at any time prior to the scheduled closing time for receipt of bids. Any request to withdraw a bid shall be so worded so as not to reveal the amount of the original bid. Withdrawn bids may be resubmitted until the scheduled time for receipt of bids, so long as the resubmitted bids are in full conformance with the Contract Documents. After the scheduled closing time for receipt of bids, a bidder may not withdraw its bid until the expiration of sixty (60)

calendar days, after which time a bid may be withdrawn only in writing and in advance of actual award of the Contract.

10. Contracts and Bonds

The Contract form which the successful bidder, as Contractor, will be required to execute, and the form of the Performance Bond equal to 100% of the successful bid, and Payment Bond equal to 100% of the successful bid which the bidder will be required to furnish at the time of execution of the Contract, are included in the Contract Documents and should be carefully examined by the bidder. The required number of executed copies of the Contract, the Performance Bond, and the Payment Bond for Public Works is as specified in the Special Conditions. The Performance and Payment Bonds must be executed by an admitted Surety approved to conduct business in the State of California, pursuant to California Code of Civil Procedure Section 995.120. In addition, to the extent required by law, the Payment and Performance Bonds must be accompanied by a certified copy of the certificate of authority of the insurer issued by the Insurance Commissioner of the State of California, a certificate from the Clerk of the County of San Diego that the certificate of authority of the insurer has not been surrendered, revoked, cancelled, annulled, or suspended, or if it has that it has been renewed, and four copies of the insurer's most recent annual statement and quarterly statement filed with the Department of Insurance of the State of California.

11. Interpretation of Plans and Documents

If any person contemplating submitting a bid for the proposed Contract is in doubt as to the true meaning of any part of the drawings, specifications, or other Contract Documents, or finds discrepancies in, or omissions from the drawings and specifications, that person may submit to both the Program Manager and the Architect a written request for an interpretation or correction thereof. The person submitting the request will be responsible for its prompt delivery. Any interpretation or correction of the Contract Documents will be made only by addendum duly issued. Any addenda or bulletins issued by the Program Manager and/or the Architect during the time of bidding or forming a part of the documents furnished to bidders for bid preparation, shall be covered in the bid and made part of the Contract Documents. In the event that an addendum or bulletin, setting forth material changes, additions or deletions is issued when there is 72 hours or less to the bid deadline, the District will extend the bidding deadline by at least 72 hours. No person is authorized to make any oral interpretation of any provision in the Contract Documents to any bidder, and

no bidder is authorized to rely on any such unauthorized oral interpretation.

12. Bidders Interested in More Than One Bid

No person, firm, or corporation shall be allowed to make, or file, or be interested in more than one bid for the same work unless alternate bids are specifically called for. A person, firm, or corporation that has submitted a sub-proposal to a bidder, or that has quoted prices of materials to a bidder, is not thereby disqualified from submitting a sub-proposal or quoting prices to other bidders or making a prime proposal.

13. Noncollusion Affidavit

Bidders on all public works contracts are required to submit an affidavit of Noncollusion with their bid. This form is included with the bid package and must be signed under the penalty of perjury and dated.

14. Reservation

The District reserves the right to reject any or all bids, or to waive any irregularities or informalities in any bids or in the bidding.

15. Award of Contract

The award of the Contract, if made by the District, will be to the lowest responsible bidder therefore whose bid complies with all of the prescribed requirements. If alternate bids are called for, the Contract may be awarded at the election of the governing board to the lowest responsible bidder on the base bid, or on the base bid and any alternate or combination of alternates, as specifically established in the Notice to Contractors Calling for Bids.

16. Evidence of Responsibility

If bidders were not required to pre-qualify prior to being allowed to bid on the Project, the following information will be required to accompany bids submitted to the District:

Each bid shall be supported by a statement of the bidder's experience as of recent date on the form entitled "INFORMATION REQUIRED OF BIDDER," bound herein. District may also consider the qualifications and experience of subcontractors and other persons and organizations (including those who are to furnish the principal items of material and equipment) proposed for those portions of the work. Operating costs, maintenance considerations, performance data and guarantees of materials and equipment may also be considered by the District. In this regard, the District may conduct such investigations as the District deems necessary to assist in the evaluation of any bid and to establish the responsibility, qualifications and financial

ability of the bidder, proposed subcontractors, and other persons and organizations to do the work in accordance with the Contract Documents to the District's satisfaction within the prescribed time; the District reserves the right to reject the bid of any bidder who does not pass any such evaluation to the satisfaction of the District.

17. Listing Subcontractors

Each bidder shall set forth on the form provided herein, and submit with its sealed bid at the time bids are due the name and address of the place of business of each subcontractor who will perform work, labor, furnish materials, or render service to the bidder on said Contract in excess of one-half (1/2) of one percent (1%) of the total bid. **Bidders are required to submit the phone number, license number, license expiration date, and DIR registration number of each subcontractor listed in its bid at the time of bid opening.** No time extension will be allowed for submission of additional information required by this Section.

18. Workers' Compensation

In accordance with the provisions of Section 3700 of the Labor Code, Contractor shall secure the payment of compensation to his employees. Contractor shall sign and file with the District the following certificate prior to performing the work under this Contract:

I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this Contract.

The form of such certificate, Contractors Certificate Regarding Workers Compensation, is included as part of the Contract Documents.

19. Substitution of Security

The Contract Documents call for monthly progress payments based upon the percentage of the work completed. The District will retain five percent (5%) of each progress payment as security for completion of the work. At the request and expense of the successful bidder, the District will substitute securities for the amount so retained in accordance with Public Contract Code section 22300 and the Contract Documents.

20. 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 successful bidder 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 bidder's responsibility to evaluate the cost of complying with the District's LCP. The bidders shall include all costs of compliance with specified requirements in the contract amount.

The successful bidders shall be responsible for complying with the provisions of the District's LCP, including the standard provisions requiring payment of prevailing wages, maintenance and submission of weekly certified payrolls, and hiring of apprenticeship as appropriate. The successful bidders 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. The successful bidders shall work with the District's staff and consultants to ensure the full compliance with the District's LCP and applicable labor law.

The District has obtained from the Director of the Department of Industrial Relations the general prevailing rate of per diem wages in the locality in which this work is to be performed for each craft or type of worker needed to execute the Contract. These rates are on file at the District Office located at District, 8800 Grossmont College Drive, El Cajon, CA 92020-1799. Copies may be obtained on request. Bidders are advised that a copy of these rates must be posted at each job site.

The project is also subject to the requirements of all applicable provisions of the California Labor Code and the California Code of Regulations, including but not limited to, Chapter 1 of Part 7 of Division 2 of the Labor Code (Section 1720 et seq.); California Code of Regulations, Title 8, Chapter 8, Subchapters 3 & 4 (Section 16000 et seq.); and California Code of Regulations, Title 8, Chapter 8, Subchapter 4.5 (Section 16450 et seq.).

The successful bidder and each subcontractor of any tier shall be required to pay not less than the general prevailing rates of per-diem wages in the locality in which the work is to be performed for each craft or type of worker needed to execute the contract.

Successful bidder and each subcontractor shall keep accurate payroll records in accordance with Labor Code Section 1776. Payroll records shall be furnished in a format prescribed by Section 16401 of Title 8 of the California Code of Regulations, with use of the current version of "Public Works Payroll Reporting Form (A-1-131)" and "Statement of Employer Payments (DLSE Form PW26)" constituting presumptive compliance

with this requirement, provided the forms are filled out accurately and completely.

The successful bidder will be required to retain copies of certified payroll records for a minimum of five (5) years from the date of completion and submit them upon request of the District or its authorized agent.

A copy of the per-diem rates of Prevailing Wages shall be posted at the site of the Project by the District. Rates are available at <http://www.dir.ca.gov/dlsr/pwd/index.htm>.

21. Debarment of Contractors and Subcontractors

In accordance with the provisions of the California Labor Code, Contractors or subcontractors may not perform work on a public works project with a subcontractor who is ineligible to perform work on a public project pursuant to Section 1777.1 or Section 1777.7 of the California Labor Code. Any contract on a public works project entered into between a contractor and a debarred subcontractor is void as a matter of law. A debarred subcontractor may not receive any public money for performing work as a subcontractor on a public works contract. Any public money that is paid, or may have been paid to a debarred subcontractor by a contract on the Project shall be returned to the District. The successful bidder, as Contractor, shall be responsible for the payment of wages to workers of a debarred subcontractor who has been allowed to work on the Project.

22. Contractor's License

To perform the work required for this Project, bidders must possess the appropriate Contractor's License for the portion of the work bid upon, and bidders must maintain the license throughout the duration of the Contract. If, at the time the bids are opened, bidder is not licensed to perform the Project in accordance with division 3, chapter 9 of the Business and Professions Code of the State of California and the Notice to Contractors Calling for Bids, the bid will not be considered.

Provided, however, that in all contracts where federal funds are involved, no bid submitted shall be invalidated by the failure of the bidder to be licensed in accordance with the laws of California. The first payment for work or material under any contract shall not be made unless and until the Registrar of Contractors verifies to the District that the records of the Contractor's State License Board indicate that the Contractor was properly licensed at the time the contract was awarded. Any bidder or contractor not so licensed shall be subject to all legal penalties imposed by law, including, but not limited to, any appropriate disciplinary action by the Contractor's State License Board. Failure of the bidder to obtain

proper and adequate licensing for an award of a contract shall constitute a failure to execute the contract and shall result in the forfeiture of the security by the bidder.

23. Storm Water Permit for Construction Activity

It shall be the responsibility of the successful bidder to file a Notice of Intent and procure a State Water Resources Control Board (State Water Board) National Pollutant Discharge Elimination System General Permit for Waste Discharge Requirements for Discharges of Storm Water Runoff Associated with Construction Activity (Permit). The successful bidder shall be solely responsible for preparing and implementing a Storm Water Pollution Prevention Plan (SWPPP) prior to initiating work. The successful bidder shall be responsible for procuring, implementing and complying with the provisions of the Permit and the SWPPP, including the standard provisions, monitoring and reporting requirements as required by Permit. It shall be the responsibility of all bidders to evaluate and include in the bid the cost of procuring the Permit and preparing the SWPPP as well as complying with the SWPPP and any necessary revisions to the SWPPP. The successful bidder shall also include in his bid the cost of monitoring as required by the Permit.

24. Bid Deposit Return

The District will return the security accompanying the bids of all unsuccessful bidders no later than sixty (60) calendar days after award of the Contract.

25. Insurance

Prior to commencement of the work the successful bidder shall purchase and maintain insurance as set forth in the General Conditions, in the amounts specified in the Special Conditions to these Contract Documents, and in a form acceptable to the District, from a company or companies lawfully authorized to do business in California as admitted carriers having an "A" policy holders rating and a financial size rating of at least Class VII in accordance with the most current Best's Key Rating Guide, Property-Casualty. Such insurance shall be adequate to protect themselves from claims under Workers' Compensation Acts, and from claims from damages for personal injury, including death, and damage to property, which may arise from operations under the Contract and from the ownership, maintenance or uses of motor vehicles, or claims involving blanket contractual liability applicable to the successful bidder's obligations under the Contract Documents, and completed operations, independent contractors, and Broad Form Property damage, without exclusion for collapse, explosion, demolition, underground coverage, and excavating. The successful

bidder shall be required to file with the District certificates of such insurance, and shall name, by way of endorsement on any policy of insurance, the District, Program Manager and Architect as additional insureds. Failure to furnish such evidence of insurance may be considered default by the successful bidder.

District reserves the right pursuant to Government Code Section 4420.5 to use an owner controlled insurance program.

26. Request For Substitutions

- a. For purposes of this provision the term "substitution" shall mean the substitution of any material, process or article that is substantially equal or better in every respect to that so indicated or specified in the specifications.
- b. Whenever in specifications any material, process, or article is indicated or specified by grade, patent, or proprietary name or by name of manufacturer, such specifications shall be deemed to be used for the purpose of facilitating the description of the material, process or article desired and shall be deemed to be followed by words "or equal." Bidders may, unless otherwise stated, offer for substitution any material, process or article which shall be substantially equal or better in every respect to that so indicated or specified. However, the District has adopted certain uniform standards for certain materials, processes and articles. If any material, process or article offered for substitution by bidders is not, in the opinion of the Architect and the District, substantially equal or better in every respect to that specified, bidders shall furnish the material, process or article specified. The burden of proof as to the equality of any material, process or article shall rest with the bidders.
- c. Bidders shall submit requests together with substantiating data for substitution of any "or equal" material, process or article no later than nine (9) business days prior to the bid opening. Provisions authorizing submission of "or equal" substitution justification data shall not in any way authorize an extension of time for performance of this Contract. Furthermore, if a proposed "or equal" substitution request is rejected, a bidder shall be responsible for including the specified material, process or article in its bid. The District shall not be responsible for any costs of bidders associated with "or equal" substitution requests. The District has the complete and sole discretion to determine if a material, process or article is an "or equal" material, process or article that may be substituted.

- d. For purposes of subdivision (c) above, data required to substantiate requests for substitutions of an "or equal" material, process or article data shall include a signed affidavit from the bidder stating that the substituted "or equal" material, process or article is equivalent to that specified in the specification in every way except as listed on the affidavit. Substantiating data shall also include any and all illustrations, specifications, and other relevant data including catalogue information which describes the requested substituted "or equal" material, process or article and substantiates that it is an "or equal" to the material process or article specified. In addition, the submittal documentation must also include a statement of the cost implications of the substitution being requested stating whether and why the substitution of the "or equal" material, process or article will reduce or increase the Contract Price. The substantiating data must also include information regarding the durability and lifecycle cost of the requested substituted "or equal" material, process or article. Failure to submit all the needed substantiating data, including the signed affidavit, to the Program Manager in a timely fashion so that the substitution can be adequately reviewed may result in the rejection of the proposed substitution. The Program Manager and Architect are not obligated to review multiple substitution submittals for the same product or item due to the bidder's failure to submit a complete package initially.
- e. Time limitations in this Article must be complied with strictly and in no case will an extension of time for completion be granted because of bidder's failure to request the substitution of an alternative item at the times and manner set forth herein in subdivision (c). Further, the bidder shall bear the costs of all engineering work associated with the review of submittals for substitution of equals.
- f. In event Contractor furnishes material, process, or article more expensive than that specified, the difference in cost of such material, process, or article so furnished shall be borne by Contractor.

27. Anti-Discrimination

It is the policy of the District that in connection with all work performed under contracts, there be no discrimination against any prospective or active employees engaged in the work because of race, color, ancestry, national origin, religious creed, sex, age or marital status. The successful bidder agrees to comply with applicable Federal and California laws including, but not limited to, the California Fair Employment

Practice Act, beginning with Government Code 12900, and Labor Code 1735. In addition, the successful bidder agrees to require like compliance by any subcontractors employed on the work by him.

28. Disabled Veteran Business Enterprises

In accordance with Education Code Section 71028, the District has a participation goal for Disabled Veteran Business Enterprises ("DVBE") of at least three percent (3%) of the total dollar amount of contracts awarded. Although Bidders are not specifically required to meet the 3%, they are encouraged to attempt through "good faith effort". Bidders are encouraged to seek and include DVBE subcontractor and supplier participation in your bids. In addition, you are encouraged to note in the Expanded List of Proposed Subcontractors those who qualify as DVBE's. Prior to, and as a condition precedent for, final payment under this Contract, the successful bidder will be required to provide documentation to the District identifying the amounts paid to DVBE's in conjunction with this Contract so that the District can assess its success at meeting its DVBE participation goal.

29. Pre-Bid Meeting & Job Walk

A Non-mandatory Pre-Bid Meeting and Job Walk has been scheduled for Monday, February 22, 2021 at 2:00 p.m. This Non-mandatory Pre-Bid Meeting and Job-Walk will take place at, 900 Rancho San Diego Parkway, El Cajon, CA 92019, Building I, Student Center - Meeting Room I-209 at Cuyamaca College. Representatives of the District, Program Manager, and the campus will be present to answer questions bidders have regarding this Project. Bidders are not required to attend the non-mandatory pre-bid meetings and job walks, but are encouraged to attend at least one pre-bid meeting and job walk to review the project site. Any bidders intending to attend a pre-bid meeting and job walk are advised to provide a notice of attendance per the directions on Exhibit M. All bidders will receive a copy of the pre-bid attendees list in the next addendum.

No Telephone Availability

Bidders are advised that on bid date telephones WILL NOT be available at the District Administrative Offices for use by bidders or their representatives.

30. Required Certifications

Bidders, for all projects involving state funds, are required to submit the "Asbestos-Free Materials Certification." This form is included with the bid package and must be signed under the penalty of perjury and dated. The successful bidder shall also execute, under the penalty of perjury and dated, the "Recycled Content Certification" and the "Drug-Free Workplace Certification" included in this package.

31. Ethics in Bidding.

The District expects the bidders to maintain high ethical standards in engaging in the competitive bidding process. The bid amount of one bidder should not be divulged to another before the award of the subcontract or order, nor should it be used by bidders to secure a lower proposal from another bidder on that project (bid shopping). Subcontractors or Suppliers should not request information for the bidder regarding any sub-bid in order to submit a lower proposal on that project (bid peddling). The District will consider any bidder found to be engaging in such practices to be a non-responsible bidder and may reject its bid on that ground.

[END OF DOCUMENT]

DOCUMENT 00200

BID FORM

Company

TO: Grossmont-Cuyamaca Community College District, acting by and through its Board of Education, herein called the "District":

1. Pursuant to and in compliance with your Notice to Contractors Calling for Bids and the other documents relating thereto, the undersigned bidder, having thoroughly examined and familiarized himself with the terms of the Contract, the local conditions affecting the performance of the Contract and the cost of the work at the place where the work is to be done, and with the drawings and specifications and other Contract Documents, hereby proposes and agrees to perform, within the time stipulated, the Contract, including all of its component parts, and everything required to be performed, including its acceptance by the District and to provide and furnish any and all of the labor, materials, tools, expendable equipment, and all utility and transportation services necessary to perform the Contract and complete in a workmanlike manner all of the work required in connection with the Project described below:

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

All in strict conformity with the drawings and specifications and other Contract Documents, including addenda nos. _____, _____, _____, and _____, on file at the office of said District.

Award of Contract: The District shall award the Contract for the Project to the bidder submitting the lowest bid, as determined from the **total base bid alone** and is deemed responsible by the District.

BASE BID:

\$_____ for the Cuyamaca College Track and Field Improvements Ph. II – Scoreboard.

+ \$ **88,000** Cuyamaca College Track and Field Improvements Ph. II – Scoreboard allowance for potential project modifications and unforeseen conditions above and beyond those noted in the Construction Documents and Specifications.

= \$_____ **TOTAL BASE BID** (includes all applicable taxes and cost; or for the sum of (in words)

Said sum indicated above includes all applicable taxes, costs and a \$88,000 allowance described in Section W, Document 00800, SPECIAL CONDITIONS, which is to be credited back to the District if not used.

2. It is understood that the District reserves the right to reject this bid and that this bid shall remain open and not be withdrawn for the period specified in the Notice to Contractors Calling for Bids.
3. Attached is the required bid security in the amount of not less than 10% of the Bid:
\$_____. Bid bond, certified check, cashier's check or cash (circle one).
4. Non-collusion affidavit is attached hereto.
5. The required list of proposed subcontractors is attached hereto.
6. It is understood and agreed that if written notice of the acceptance of this bid is mailed, telegraphed, or delivered to the undersigned after the opening of the bid, and within the time this bid is required to remain open, or at any time thereafter before this bid is withdrawn, the undersigned will execute and deliver to the District a contract in the form attached hereto in accordance with the bid as accepted. The undersigned will submit the executed Contract, Performance Bond and Payment Bond for Public Works, and Insurance Certificates as specified, all within ten (10) consecutive calendar days after Award of Contract (which date shall be the day following the Board of Education approval of the award). The work under the Contract shall be commenced by the undersigned bidder, if awarded the contract, on the date to be stated in the District's Notice to the Contractor to Proceed, and shall be completed by the Contractor in the time specified in the Contract Documents. The Contractor shall not start work on the Project until all paper work required herein is timely and correctly submitted to the District. No time extensions shall be granted to Contractor for Contractor's failure to comply with these provisions.
7. Notice of acceptance or requests for additional information should be addressed to the undersigned at the address stated below:

8. The names of all persons interested in the foregoing proposal as principals are as follows:

(IMPORTANT NOTICE: If bidder or other interested person is a corporation, state legal name of corporation, also names of the president, secretary, treasurer, and manager thereof; if a co-partnership,

state true name of firm, also names of all individual copartners comprising the firm; if bidder or other interested person is an individual, state first and last names in full.)

9. Bidder certifies that he is licensed in accordance with the law providing for the registration of Contractors, License No. _____, Expiration Date

_____, classification of license_____.

If the bidder is a joint venture, each member of the joint venture must include the above information.

10. Bidder certifies that his is/is not (circle one) DVBE certified. DVBE reference number assigned by the Office of Small Business Certification and Resources is _____. If bidder is DVBE certified, please attach a copy of the DVBE certification letter.

11. Pursuant to Section 7103.5 of the Public Contract Code submitting a bid to the District, the bidder offers and agrees that if the bid is accepted, it will assign to District all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Section 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder.

Corporation Name or Partnership Name or if Individual

Address

Signature of Bidder

Date

Note: If bidder is a corporation or partners authorized to sign contracts on behalf of the partnership; and if bidder is an individual, the bidder's signature shall be placed above. If bidder is a corporation, affix corporation seal.

I, _____, the _____ of the bidder, hereby certify under penalty of perjury under the laws of the State of California, that all of the information submitted by the bidder in connection with this bid and all of the representations made herein are true and correct. Executed on this _____ day of _____ 20__, at _____ County, California.

Proper Name of Bidder _____

By _____

Signature of Bidder _____

NOTE: If bidder is a corporation, the legal name of the corporation shall be set forth above together with the signatures of authorized officers or agents and the document shall bear the corporate seal; if bidder is a partnership, the true name of the firm shall be set forth above together with the signature of the partner or partners authorized to sign contracts on behalf of the partnership; and if bidder is an individual, his or her signature shall be placed above.

Business Address: _____

Place of Residence: _____

Telephone: (_____) _____

Bidder must submit the following documents with this Bid Form in order to be considered responsive:

00300	Bid Bond
00400	Contractor's Certification Regarding Workers' Compensation
00410	Designation of Subcontractors
00420	Designation of DVBE Subcontractors/Suppliers
00430	Information Required of Bidders
00440	Asbestos-Free Materials Certification
00450	Non-Collusion Affidavit
00455	Site Visit Certification
00620	Recycled Content Certification
00630	Drug-Free Workplace Certification
00930	Lead Based Paint Certification
00980	Prevailing Wage Certification

[END OF DOCUMENT]

DOCUMENT 00300

BID BOND

KNOW ALL MEN BY THESE PRESENTS: THAT we, _____,
_____, as Principal, and

_____, as Surety,
are held and firmly bound unto the Grossmont-Cuyamaca Community College District, hereinafter called the District, in the penal sum of TEN PERCENT (10%) OF THE MAXIMUM AMOUNT OF THE BID of the Principal submitted to the said DISTRICT for the work described below for the payment of which sum in lawful money of the United States, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that whereas the Principal has submitted the accompanying bid dated _____ 20__, for **B20.002 CUYAMACA COLLEGE TRACK AND FIELD IMPROVEMENTS PH. II – SCOREBOARD**. NOW, THEREFORE. If the Principal shall not withdraw said bid within the period specified therein after the opening of the same, or, if no period be specified, within sixty (60) days after said opening; and, if the Principal be awarded the contract, and shall within the period specified therefore, or if no period be specified, within ten (10) consecutive calendar days after the Award of Contract (which date shall be the day following the Board of Education approval of the award) complete the prescribed forms are presented to him for signature enter into a written contract with the District in accordance with the bid as accepted and give bond with good and sufficient surety or sureties, as may be required, for the faithful performance and proper fulfillment of such contract and for the payment for labor and materials used for the performance of the contract, or in the event of the withdrawal of said bid within the period specified or the failure to enter into such contract and give such bonds within the time specified. If the Principal shall pay the District the difference between the amount specified in said bid and the amount for which the District may procure the required work and/or supplies, if the latter amount be in excess of the former, together with all costs incurred by the District in again calling for bids, then the above obligation shall be void and of no effect, otherwise to remain In full force and virtue.

Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract on the call for bids, or to the work to be performed thereunder, or the specifications accompanying the same, shall in anywise affect its obligation under this bond, and It does hereby waive notice of any such change, extension of time, alteration or addition to the terms of said contract or the call for bids, or to the work, or to the specifications.

In the event a lawsuit is brought upon this bond by the District and judgment is recovered, the surety shall pay all litigation expenses incurred by the District in such suit, including reasonable attorneys' fees, court costs, expert witness fees and investigation expenses.

IN WITNESS WHEREOF, the above-bound parties have executed this instrument under their several seals this _____ day of _____ 20__, the name and corporate seal of each corporate party being hereto affixed and these presents duly assigned by its undersigned representative, pursuant to authority of Its governing body.

(Corporate Seal)

Principal

By _____

Title _____

(Corporate Seal)

Surety

By _____

Attorney-in-Fact

(Attach Attorney-in-Fact Certificate)

Title _____

DOCUMENT 00400

**CONTRACTOR'S CERTIFICATE REGARDING
WORKERS' COMPENSATION**

Labor Code section 3700 in relevant part provides:

Every employer except the State shall secure the payment of compensation in one or more of the following ways:

- (a) By being insured against liability to pay compensation in one or more insurers duly authorized to write compensation insurance in this State.
- (b) By securing from the Director of Industrial Relations a certificate of consent to self-insure, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his employees

I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this Contract.

Contractor

By _____
Signature

Title _____

(In accordance with Article 5 (commencing at section 1860), chapter 1, part 7, division 2 of the Labor Code, the above certificate must be signed and filed with the awarding body prior to performing any work under this Contract.)

DOCUMENT 00410**DESIGNATION OF SUBCONTRACTORS**

In compliance with the Subletting and Subcontracting Fair Practices Act (chapter 4 (commencing at section 4100), part 1, division 2 of the Public Contract Code of the State of California) and any amendments thereof, each bidder shall set forth below: (a) the name and the location of the place of business and (b) the portion of the work which will be done by each subcontractor who will perform work or labor or render service to the prime contractor in or about the construction of the work or improvement to be performed under this Contract or a subcontractor licensed by the State of California who, under subcontract to the prime contractor, specially fabricates and installs a portion of the work or improvement according to detailed drawings contained in the plans and specifications in an amount in excess of one-half (1/2) of one percent (1%) of the prime contractor's total bid or ten thousand dollars(\$10,000), whichever is greater. The prime contractor shall list only one subcontractor for each such portion as is defined by the prime contractor in this bid. **Bidders are required to submit the phone number, license number, license expiration date, and DIR registration number of each subcontractor listed in its bid at the time of bid opening.** No time extension will be allowed for submission of information required by this document.

If a prime contractor fails to specify a subcontractor or if a prime contractor specifies more than one subcontractor for the same portion of work to be performed under the Contract in excess of one-half (1/2) of one percent (1%) of the prime contractor's total bid, or ten thousand dollars (\$10,000), whichever is greater, he shall be deemed to have agreed that he is fully qualified to perform that portion himself, and that he shall perform that portion himself.

No prime contractor whose bid is accepted shall (a) substitute any subcontractor, (b) permit any subcontract to be voluntarily assigned or transferred or allow it to be performed by anyone other than the original subcontractor listed in the original bid, or (c) sublet or subcontract any portion of the work in excess of one-half of one percent of the prime contractor's total bid as to which his original bid did not designate a subcontractor, except as authorized in the Subletting and Subcontracting Fair Practices Act. Subletting or subcontracting of any portion of the work in excess of one-half of one percent of the prime contractor's total bid as to which no subcontractor was designated in the original bid shall only be permitted in cases of public emergency or necessity, and then only after a finding reduced to writing as a public record of the authority awarding this Contract setting forth the facts constituting the emergency or necessity.

Portion of Work	Subcontractor	Location of Business	Phone Number	License No. and Exp. Date	DIR Registration No.

Portion of Work	Subcontractor	Location of Business	Phone Number	License No. and Exp. Date	DIR Registration No.

Portion of Work	Subcontractor	Location of Business	Phone Number	License No. and Exp. Date	DIR Registration No.

 Proper Name of Bidder

 Address

 By (Signature and Print Name)

 Title

 Phone

 Date

DOCUMENT 00420

DESIGNATION OF DVBE SUBCONTRACTORS

Contractor shall identify each subcontractor that is a certified Disabled Veteran Business Enterprise (DVBE). Contractor shall provide the DVBE Reference Number assigned by the Office of Small Business Certification and Resources for each DVBE subcontractor, and shall attach a copy of the subcontractor's certification letter.

If no sub-contractors are identified enter "None".

Subcontractor/Suppliers	Type of Work	Location of Business	DVBE Reference Number	Percentage of Contract Price	License No. and Exp. Date	DIR Registration No.

DOCUMENT 00430

INFORMATION REQUIRED OF BIDDERS

BIDDER REFERENCES AND RESPONSIBILITY INFORMATION

- a. The District expressly reserves the right to reject the bid of any bidder who, upon investigation, has been determined to fail to complete similar contracts in a timely fashion or in a satisfactory manner. Such rejection would, if applicable, be based upon the principle that the bidder is "non-responsible" and poses a substantial risk of being unable to complete the work in a cost-effective, professional and timely manner.
- b. In performing the above-described responsibility determination, the District reserves the right to utilize all possible sources of information in making its determination, including but not limited to: inquiries to regulatory State Boards and agencies; Dun and Bradstreet credit reports, inquiries to companies and public entities for which Contractor has previously performed work, reference checks and examination of all public records.
- c. The bidder must provide the following information:

- 1) Firm Name and Address:

- 2) Telephone: _____ Fax: _____

Email: _____

- 3) Type of Firm: Individual ☐
 Partnership ☐
 Corporation ☐

- 4) Contractor's License: Primary Class _____
 License. No. _____

License Expiration Date: _____

Department of Industrial Relations Contractor Registration No.: _____

- 5) Names and titles of all officers of the firm:

_____	_____
_____	_____
_____	_____

- 6) Number of years as a contractor in construction of this type: _____
- 7) Number of years your organization has conducted business under its present

- name: _____
- 8) Has a claim or other demand ever been made against your organization's California Contractor License Bond?

☐ Yes ☐ No

If yes, on a separate attachment, state the following: (i) the name, address and telephone number of each person or entity making claim or demand; (ii) the date of each claim or demand; (iii) the circumstances giving rise to each such claim or demand; and (iv) the disposition of each such claim or demand.

- 9) Has a complaint ever been filed against your organization's California Contractors License with the California Contractors State License Board?

☐ Yes ☐ No

If yes, on a separate attachment, state the following for each complaint: (i) the name, address and telephone number of each person or entity making the complaint; (ii) the date of each complaint; (iii) the circumstances giving rise to each such complaint; and (iv) the disposition of each such complaint, including without limitation, any disciplinary or other action imposed or taken by the California Contractors State License Board as a result of any such complaint

- 10) List the categories of work your organization typically performs with your own forces:

- 11) Claims and lawsuits (if you answer yes to any of the following, you must attach details).

- (a) Have any lawsuits or other administrative, legal, arbitration or other proceedings, ever been brought or commenced against your organization or any of its principals, officers or equity owners in connection with any construction contract or construction project

☐ Yes ☐ No

If so, describe the circumstances, the amount demanded or other relief demand and the disposition of each such lawsuit or other proceeding.

- (b) Has your organization ever filed a lawsuit or commenced other administrative, legal or other proceedings in connection with any construction contract or construction project?

☐ Yes ☐ No

If so, describe the circumstances, the amount demanded or other relief demand and the disposition of each such lawsuit or other proceeding.

- (c) Are there any judgments, orders, decrees or arbitration awards pending, outstanding against your organization or any of the officers, directors, employees or principals of your organization?

☐ Yes ☐ No

If so, describe each such judgment, order, decree or arbitration award and the present status of the satisfaction or discharge thereof.

- 12) Has your organization ever refused to sign a contract awarded to it?
☐ Yes ☐ No

If so, on a separate attachment, state the following: (i) describe each such contract; (ii) the owner's name, address, telephone number and contact person; and (iii) the circumstances of your refusal to sign such contract.

- 13) Has your organization ever failed to complete a construction contract?
☐ Yes ☐ No

If so, on a separate attachment, state the following: (i) describe each such contract; (ii) the owner's name, address, telephone number and contact person; and (iii) the circumstances of your failure to complete such contract.

- 14) Has your organization ever been declared in default of a construction contract?
☐ Yes ☐ No

If so, on a separate attachment, state the following: (i) describe each such contract; (ii) the owner's name, address, telephone number and contact person; and (iii) the circumstances of each such declaration of default.

- 15) Has any construction contract to which your organization is a party been terminated for the convenience of the project owner?
☐ Yes ☐ No

If so, identify the project and project owner along with a description of the circumstances under which the convenience termination occurred.

- 16) Has a claim or other demand ever been asserted against any Bid Bond, Performance Bond, or Payment Bond posted by your organization in connection with any construction contract or your submittal of a bid proposal for a construction contract?
☐ Yes ☐ No

If so, on a separate attachment, state the following: (i) the name, address, telephone number and contact person for each claimant; (ii) the date upon which each such demand or claim was made; and (iii) the disposition of each such demand or claim.

- d. The bidder must also demonstrate a knowledge of school construction techniques and should possess a working ability to perform similarly-sized construction work for a public agency. This knowledge and ability shall be shown by furnishing the names, current phone numbers, address, points of contact and scope of work of three (3) customers served within the past five (5) years with requirements similar to the needs of the Grossmont-

Cuyamaca Community College District in terms of both scope of work and dollar value, including scoreboard installation and commissioning. (Exhibit J).

FAILURE TO FURNISH THE REFERENCES (*IN THE COMPLETE FORMAT REQUIRED*) MAY CAUSE YOUR BID TO BE REJECTED AS NON-RESPONSIVE.

EXAMPLE: Your references should be listed in the following format (facts are example only)

- (a) Work for X Y Z Community College District
- (b) Phone # (222) 123-4567
- (c) 999 Holly Drive, L.A., CA 92000
- (d) Contact: J.Q. Jones III at above #
- (e) Renovated Hills High in 1990 for \$1.3 Million.

Bidder's Name: _____

1. Reference #1

District or Entity: _____

Phone #: _____

Address: _____

Name of Contact: _____

Email Address: _____

Scope of Work & \$ Amount: _____

Completion of Contract: _____

Reference #2

District or Entity: _____

Phone #: _____

Address: _____

Name of Contact: _____

Email Address: _____

Scope of Work & \$ Amount: _____

Completion of Contract: _____

Reference #3

District or Entity: _____

Phone #: _____

Address: _____

Name of Contact: _____

Email Address: _____

Scope of Work & \$ Amount: _____

Completion of Contract: _____

Accuracy and Authority:

The undersigned is duly authorized to execute this Statement of Bidders Qualifications under penalty of perjury on behalf of the Bidder. The undersigned warrants and represents that he/she has personal knowledge of each of the responses to this Statement of Bidder's Qualifications and/or that he/she has conducted all necessary and appropriate inquiries to determine the truth, completeness and accuracy of responses to this Statement of Bidder's Qualifications.

The undersigned declares and certifies that the responses to this Statement of Bidder's Qualifications are complete and accurate; there are no omissions of material fact or information that render any response to be false or misleading and there are no misstatements of fact in any of the responses. The undersigned acknowledges the Instructions for Bidders provides that the Bid Proposal submitted concurrently with this Statement of Qualifications is subject to rejection for non-responsiveness if any of the responses herein contain misstatements or misrepresentations of material fact, are incomplete or inaccurate or omit material facts or information rendering the response to be incomplete, inaccurate, false or misleading.

Executed this _____ day of _____, 20____, at _____.

(City and State)

I declare under penalty of perjury under California law that the foregoing is true and correct.

(Signature)

(Typed name and title)

DOCUMENT 00440

ASBESTOS-FREE MATERIALS CERTIFICATION

The undersigned declares that he or she is the person who executed the bid for:

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

(hereinafter referred to as the “Project”), and submitted it to the Grossmont-Cuyamaca Community College District (hereinafter referred to as the “District”) on behalf of

(hereinafter referred to as the “Contractor”).

To the best of my knowledge, information and belief, in completing the Contractor’s Work for the Project, no material furnished, installed or incorporated into the Project will contain, or in itself be composed of, any materials listed by the federal or state EPA or federal or state health agencies as a hazardous material.

Any disputes involving the question of whether or not material installed with asbestos-containing equipment is settled by electron microscopy; the cost of any such tests shall be paid by the Contractor.

All work or materials installed by the Contractor which is found to contain asbestos, or work or material installed with asbestos-containing equipment, will be immediately rejected and this work shall be removed and replaced by the Contractor at no additional cost to the District.

Decontamination and removal of work found to contain asbestos or work installed with asbestos-containing equipment shall be done only under supervision of a qualified consultant, knowledgeable in the field of asbestos abatement and accredited by the Environmental Protection Agency.

The ASBESTOS REMOVAL CONTRACTOR shall be an EPA accredited contractor qualified in the removal of asbestos and shall be chosen and approved by the Asbestos Consultant who shall have sole discretion and final determination in this matter.

The asbestos consultant shall be chosen and approved by the Program Manager/Architect or the District who shall have sole discretion and final determination in this matter.

The work will be not accepted until asbestos contamination is reduced to levels deemed acceptable by the Asbestos Consultant.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed on this ____ day of _____, 20__ at _____.

Name of Contractor (Print or Type)

By _____
Signature

Print Name

Title

State of California

County of _____

Subscribed and sworn to (or affirmed) before me on this ____ day of _____, 20 __,
by _____ proved to me on the basis of satisfactory
evidence to be the person (s) who appeared before me

Signature, Notary Public

My Commission Expires: _____ (seal)

DOCUMENT 00450

NON-COLLUSION AFFIDAVIT

(To be executed by Bidder and submitted with bid)

State of California)
)
 County of _____)

I, _____ being first duly sworn, deposes and says that he is
 _____ of
 _____ the
 party making the attached bid; that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

I certify (or declare) under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed this _____ day of _____, 20__ at _____
 California.

Signature of Bidder _____

Print Name and Title _____

Subscribed and sworn to (or affirmed) before me on this _____ day of _____, 20__,
 by _____ proved to me on the basis of satisfactory evidence to be the
 person(s) who appeared before me.

 Signature, Notary Public (seal)

My Commission Expires: _____

DOCUMENT 00455

SITE-VISIT CERTIFICATION

(To be executed by Bidder and submitted with bid)

Check whichever option applies:

☐ I certify that I visited the Site of the proposed Work and became fully acquainted with the conditions relating to construction and labor. I fully understand the facilities, difficulties, and restrictions attending the execution of the Work under contract.

☐ I certify that _____ (Bidder's representative) visited the Site of the proposed Work and became fully acquainted with the conditions relating to construction and labor. The Bidder's representative fully understood the facilities, difficulties, and restrictions attending the execution of the Work under contract.

If Bidder is awarded the Contract, Bidder agrees to fully indemnify the Grossmont-Cuyamaca Community College District, its Architect, its Engineer, its Program Manager, and all of their respective officers, agents, employees, and consultants from any damage, or omissions, related to conditions that could have been identified during the visit to the Site referenced above in accordance with the indemnification provisions contained in the Contract.

I certify under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Date: _____

Proper Name of Bidder: _____

Signature: _____

Print Name: _____

Title: _____

[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 **122** 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-P
	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 00600

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS That

WHEREAS, the Grossmont-Cuyamaca Community College District (hereinafter designated as "Public Entity"), by action taken or a resolution passed **February 18, 2020**, has awarded to _____, hereinafter designated as the "Principal," a contract for work described as follows:

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

WHEREAS, said Principal is required under the terms of said contract to furnish a bond for the faithful performance of thereof;

NOW THEREFORE, we, the Principal and _____, as Surety, are held and firmly bound unto the Public Entity in the penal sum of _____ Dollars (\$_____) which is one hundred percent (100%) of the total contract amount for the above stated Project. Lawful money of the United States of America, to be paid to the District for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that if the above bounded Principal, his or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by and well and truly keep and perform, the covenants, conditions, and agreements in the said contract and any alteration thereof made as therein provided, on his or their part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless the Districts, its officers and agents, as therein stipulated, then this obligation shall become null and void, otherwise, It shall be and remain in full force and virtue. And the said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the work to be performed there under, or the specifications accompanying the same, shall in anywise affect Its obligation on this bond, it does hereby waive notice of any such change, extension of time, alteration, or addition to the terms of the contract, or to the work, or to the specifications. In the event suit is brought upon this bond by the District and judgment is recovered, the Surety shall pay all litigation expenses incurred by the District in such suit, including attorneys' fees, court costs, expert witness fees and investigation expenses.

IN WITNESS WHEREOF, two (2) identical counterparts of this instrument, each of which shall for all purposes be deemed an original thereof, have been duly executed by the Principal and Surety above named, on the day of ____, 20__, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative pursuant to authority of its governing body.

(Corporate Seal of Principal,
if corporation)

Principal (Proper Name of Contractor)

By _____

Signature of Contractor

Typed or printed name

(Seal of Surety)

Surety Name

By _____

Signature of Attorney in Fact for Surety

(Attached Attorney-In-Fact
Certificate and Required Acknowledgements)

Typed or printed name

*Note: Appropriate Notarial Acknowledgments of Execution by Contractor and surety and a power of Attorney MUST BE ATTACHED.

DOCUMENT 00610

PAYMENT BOND FOR PUBLIC WORKS

KNOW ALL MEN BY THESE PRESENTS That

WHEREAS, the Grossmont-Cuyamaca Community College District (hereinafter designated as the "District"), by action taken or a resolution passed **February 18, 2020**, has awarded to _____, hereinafter designated as the "Principal," a contract for the work described as follows:

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

WHEREAS, said Principal is required to furnish a bond in connection with said contract; providing that if said Principal or any of its Subcontractors shall fail to pay for any materials, provisions, provender, equipment, or other supplies used in, upon, for or about the performance of the work contracted to be done, or for any work or labor done thereon of any kind, or for amounts due under the Unemployment Insurance Code or for any amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of said Principal and its Subcontractors with respect to such work or labor the Surety on this bond will pay for the same to the extent hereinafter set forth.

NOW THEREFORE, we, the Principal and _____ as Surety, are held and firmly bound unto the District in the penal sum of _____ Dollars (\$_____), lawful money of the United States of America, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that if said Principal, his or its subcontractors, heirs, executors, administrators, successors or assigns, shall fail to pay any of the persons named in Section 3181 of the California Civil Code, fail to pay for any materials, provisions or other supplies, used in, upon, for or about the performance of the work contracted to be done, or for any work or labor thereon of any kind, or amounts due under the Unemployment Insurance Code with respect to work or labor performed under the contract, or for any amounts required to be deducted, withheld, and paid over to the Employment Development Department or Franchise Tax Board from the wages of employees of the contractor and his subcontractors pursuant to section 18663 of the California Revenue and Taxation Code, with respect to such work and labor the surety or sureties will pay for the same, in an amount not exceeding the sum herein above specified, and also, in case suit is brought upon this bond, all litigation expenses incurred by the Public Entity in such suit, including reasonable attorneys' fees, court costs, expert witness fees and investigation expenses.

This bond shall inure to the benefit of any of the persons named in Section 3181 of the California Civil Code so as to give a right of action to such persons or their assigns in any suit brought upon this bond.

It is further stipulated and agreed that the Surety on this bond shall not be exonerated or released from the obligation of this bond by any change, extension of time for performance, addition, alteration or modification in, to, or of any contract, plans, specifications, or agreement pertaining or relating to any scheme or work of improvement herein above described, or pertaining or relating to the furnishing of labor, materials, or equipment therefore, nor by any change or modification of any terms of payment or extension of the time for any payment pertaining or relating to any scheme or work of improvement herein above described, nor by any rescission or attempted rescission or attempted rescission of the contract, agreement or bond, nor by any conditions precedent or subsequent in the bond attempting to limit the right of recovery of claimants otherwise entitled to recover under any such contract or agreement or under the bond, nor by any fraud practiced by any person other than the claimant seeking to recover on the bond and that this bond be construed most strongly against the Surety and in favor of all persons for whose benefit such bond is given, and under no circumstances shall Surety be released from liability to those for whose benefit such

bond has been given, by reason of any breach of contract between the owner or Public Entity and original contractor or on the part of any obligee named in such bond, but the sole conditions of recovery shall be that claimant is a person described in Section 3110 or 3112 of the California Civil Code, and has not been paid the full amount of his claim and that Surety does hereby waive notice of any such change, extension of time, addition, alteration or modification herein mentioned.

IN WITNESS WHEREOF, two (2) identical counterparts of this instrument, each of which shall for all purposes be deemed unoriginal thereof, have been duly executed by the Principal and Surety above named, on the _____ day of _____, 20____, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative pursuant to authority of its governing body.

(Corporate Seal of Principal,
if corporation)

Principal (Proper Name of Contractor)

By _____
Signature of Contractor

Typed or printed name

(Seal of Surety)

Surety Name

By _____
Signature of Attorney in Fact for Surety

(Attached Attorney-In-Fact
Certificate and Required Acknowledgements)

Typed or printed name

*Note: Appropriate Notarial Acknowledgments of Execution by Contractor and surety and a power of Attorney MUST BE ATTACHED.

DOCUMENT 00620
RECYCLED CONTENT CERTIFICATION

The undersigned declares that he or she is the person who executed the bid for the

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

(hereinafter referred to as the “Project”), and submitted it to the Grossmont-Cuyamaca Community College District (hereinafter referred to as the “District”) on behalf of

(hereinafter referred to as the “Contractor”).

Pursuant to Public Contract Code Section 10308.5, all contractors are required to certify in writing under penalty of perjury the minimum (if not exact) percentage of recycled content in materials, goods, or supplies offered or products used in the performance of their contract, regardless of whether the product meets the required recycled product percentage as defined in Sections 12161 and 12200. The recycled content shall include both post-consumer material and secondary material as defined in Public Contract Code Sections 12161 and 12200 shall apply.

I declare under penalty of perjury under the laws of the State of California that the following percentages of Postconsumer Material and Secondary Material is in the materials, goods or supplies offered for, or products used in, the performance of the Contract for the Project:

_____ % Postconsumer Material _____ % Secondary Material

Executed on this ____ day of _____, 20__ at _____.

Name of Contractor (Print or Type)

By _____

Signature

Print Name

Title

State of California

County of _____

Subscribed and sworn to (or affirmed) before me on this _____ day of _____, 20__, by
_____ proved to me on the basis of satisfactory evidence to be the person (s)
who appeared before me

Signature, Notary Public

My Commission Expires: _____ (seal)

DOCUMENT 00630

DRUG-FREE WORKPLACE CERTIFICATION

This Drug-Free Workplace Certification form is part of the Contract made by and between the Grossmont-Cuyamaca Community College District (hereinafter referred to as the "District") and _____ (hereinafter referred to as the "Contractor") for the **B20.002 CUYAMACA COLLEGE TRACK AND FIELD IMPROVEMENTS PH. II – SCOREBOARD** hereinafter referred to as the "Project"). This form is required from all successful bidders pursuant to the Drug-Free Workplace Act of 1990 (Government Code Section 8350 et seq.) The Drug-Free Workplace Act of 1990 requires that every person or organization awarded a contract or grant for procurement of any property or service from any State agency must certify that it will provide a drug-free workplace by doing certain specified acts. In addition, the Act provides that each contract or grant awarded by a State agency may be subject to suspension of payments or termination, and the contractor or grantee may be subject to debarment from future contracting, if the contracting agency determines that specified acts have occurred.

Pursuant to Government Code Section 8355, every person or organization awarded a contract or grant from a State agency shall certify that it will provide a drug-free workplace by doing all of the following:

A. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited in their workplace and specifying actions which will be taken against employees for violations of the prohibition;

B. Establishing a drug-free awareness program to inform employees about all of the following:

1. The dangers of drug abuse in the workplace;
2. The person's or organization's policy of maintaining a drug-free workplace;
3. The availability of drug counseling, rehabilitation and employee-assistance programs; and
4. The penalties that may be imposed upon employees for drug abuse violations.

C. Requiring that each employee engaged in the performance of the contract or grant be given a copy of the statement required by subdivision "A," and that, as a condition of employment on the contract or grant, the employee agrees to abide by the terms of the statement.

I, the undersigned, agree to fulfill the terms and requirements of the Drug-Free Workplace Act as it now exists or may hereinafter be amended. Particularly, I shall abide by Government Code Section 8355 when performing the Contract for the Project by:

A. Publishing a statement notifying employees concerning the prohibition of controlled substance at my workplace;

B. Establishing a drug-free awareness program; and

C. Requiring that each employee engaged in the performance of the contract be given a copy of the statement required by Section 8355(a) and agree to abide by the terms of that statement.

I also understand that if the District determines that I have either: (a) made a false certification herein; or (b) violated this certification by failing to carry out the requirements of Section 8355, the Contract awarded herein is subject to termination, suspension of payments, or both. I further understand that if I violate the terms of the Drug-Free Workplace Act of 1990, I may be subject to debarment in accordance with the requirements of the Act.

I acknowledge that I am aware of the provisions of Government Code Section 8350 et seq., and hereby certify that I will adhere to the requirements of the Drug-Free Workplace Act of 1990.

Executed on this ____ day of _____, 20__ at _____.

Name of Contractor (Print or Type)

By _____

Signature

Print Name

Title

State of California

County of _____

Subscribed and sworn to (or affirmed) before me on this ____ day of _____, 20__, by _____ proved to me on the basis of satisfactory evidence to be the person (s) who appeared before me

Signature, Notary Public

My Commission Expires: _____ (seal)

DOCUMENT 00700

GENERAL CONDITIONS
TABLE OF CONTENTS

Article 1.	DEFINITIONS	3
Article 2.	DRAWINGS AND SPECIFICATIONS.....	3
Article 3.	COPIES FURNISHED.....	4
Article 4.	OWNERSHIP OF DRAWINGS	4
Article 5.	DETAIL DRAWINGS AND INSTRUCTIONS	4
Article 6.	TIME FOR COMPLETION AND LIQUIDATED DAMAGES	5
Article 7.	REMOVAL OR RELOCATION OF MAIN OR TRUNKLINE UTILITY FACILITIES	6
Article 8.	PROGRESS SCHEDULE	7
Article 9.	CONTRACT SECURITY	8
Article 10.	ASSIGNMENT	8
Article 11.	CHANGE IN NAME AND NATURE OF CONTRACTOR'S LEGAL ENTITY	8
Article 12.	PROHIBITED INTERESTS	8
Article 13.	SEPARATE CONTRACTS	8
Article 14.	SUBCONTRACTING	9
Article 15.	DISTRICT'S RIGHT TO TERMINATE CONTRACT	9
Article 16.	GUARANTEE	10
Article 17.	NOTICE AND SERVICE THEREOF	11
Article 18.	WORKERS	11
Article 19.	LABOR COMPLIANCE PROGRAM.....	11
Article 20.	PREVAILING RATES OF WAGES.....	12
Article 21.	PAYROLL RECORDS.....	12
Article 22.	EMPLOYMENT OF APPRENTICES.....	13
Article 23.	HOURS OF WORK.....	13
Article 24.	DEBARMENT OF CONTRACTORS AND SUBCONTRACTORS	13
Article 25.	NON-DISCRIMINATION	13
Article 26.	OWNER CONTROLLED INSURANCE PROGRAM	13
Article 27.	WORKERS' COMPENSATION INSURANCE	13
Article 28.	EMPLOYER'S LIABILITY INSURANCE.....	13
Article 29.	COMMERCIAL GENERAL LIABILITY AND PROPER DAMAGE INSURANCE.....	13
Article 30.	AUTOMOBILE LIABILITY INSURANCE	14
Article 31.	BUILDER'S RISK [FIRE; "ALL RISK"].....	14
Article 32.	PROOF OF CARRIAGE OF INSURANCE	14
Article 33.	INDEMNIFICATION	15
Article 34.	PERSONAL LIABILITY	16
Article 35.	LAWS AND REGULATIONS	16
Article 36.	PERMITS AND LICENSES.....	16
Article 37.	INSPECTION FEES FOR PERMANENT UTILITIES	16
Article 38.	EASEMENTS.....	17
Article 39.	SURVEYS.....	17
Article 40.	EXCISE TAXES.....	17
Article 41.	PATENTS, ROYALTIES, AND INDEMNITIES.....	17
Article 42.	MATERIALS	17
Article 43.	SUBSTITUTIONS	17
Article 44.	SHOP DRAWINGS.....	18

Article 45.	SUBMITTALS	18
Article 46.	COST BREAKDOWN AND PERIODICAL ESTIMATES	19
Article 47.	PAYMENTS	19
Article 48.	PAYMENTS WITHHELD	20
Article 49.	CHANGES AND EXTRA WORK.....	20
Article 50.	DEDUCTIONS FOR UNCORRECTED WORK.....	21
Article 51.	PAYMENTS BY CONTRACTOR	21
Article 52.	CONTRACTOR'S SUPERVISION.....	21
Article 53.	DISTRICT'S INSPECTOR.....	22
Article 54.	INSPECTOR'S FIELD OFFICE	22
Article 55.	DOCUMENTS ON WORK.....	22
Article 56.	RECORD ("AS BUILT") DRAWINGS	22
Article 57.	UTILITY USAGE	23
Article 58.	SANITARY FACILITIES.....	23
Article 59.	TRENCHES.....	23
Article 60.	REGIONAL NOTIFICATION CENTER-EXCAVATIONS	24
Article 61.	PROTECTION OF WORK AND PROPERTY	24
Article 62.	LAYOUT AND FIELD ENGINEERING	25
Article 63.	REMOVAL OF HAZARDOUS MATERIALS	25
Article 64.	CUTTING AND PATCHING	25
Article 65.	CLEANING UP.....	25
Article 66.	CORRECTION OF WORK BEFORE FINAL PAYMENT	25
Article 67.	ACCESS TO WORK	25
Article 68.	OCCUPANCY	25
Article 69.	TESTS AND INSPECTIONS	26
Article 70.	SOILS INVESTIGATIONS.....	26
Article 71.	PROGRAM MANAGER'S AND ARCHITECT'S STATUS.....	26
Article 72.	DECISIONS OF PROGRAM MANAGER AND ARCHITECT	27
Article 73.	PROVISIONS REQUIRED BY LAW DEEMED INSERTED.....	27
Article 74.	LABOR/EMPLOYMENT SAFETY.....	27
Article 75.	ASSIGNMENT OF ANTITRUST ACTIONS.....	27
Article 76.	NOTICE OF THIRD PARTY CLAIMS.....	27
Article 77.	SUBSTITUTION OF SECURITY	27
Article 78.	COMPLIANCE WITH STATE STORM WATER PERMIT FOR CONSTRUCTION.....	27
Article 79.	RESOLUTION OF CONSTRUCTION CLAIMS	28
Article 80.	INTEGRATION.....	30
Article 81.	COMPLIANCE WITH DTSC GUIDELINES—IMPORTED SOILS	30
Article 82.	DRUG-FREE WORKPLACE, NO ASBESTOS CERTIFICATION	30
Article 83.	NOTICE OF TAXABLE POSSESSORY INTEREST	31
Article 84.	MISCELLANEOUS	31
Article 85.	BID PROTESTS.....	31
Article 86.	POST AWARD DEBRIEFING	32
Article 87.	PUBLISHING OF BID RESULTS.....	32
Article 88.	NOTICE OF INTENT TO AWARD.....	32

DOCUMENT 00700

GENERAL CONDITIONS

Article 1. DEFINITIONS

- a. Acceptable, Acceptance or words of similar import are used, it shall be understood that the acceptance of the Program Manager, Architect and/or the District is intended.
- b. Approval means written authorization by Program Manager, Architect and/or District for specific applications within the Contract.
- c. Architect means the Architect employed by District to provide architecture and related services for the Project.
- d. Contract, Contract Documents include all Contract Documents including: Notice to Contractors Calling for Bids, Information for Bidders/Pre-Qualification Documents, Bid Form, Designation of Subcontractors, Certificate Regarding Workers' Compensation, Non-Collusive Bidding Declaration, Designation of DVBE Subcontractors, Drug-Free Workplace Certification, Recycled Content Certification, Asbestos-Free Materials Certification, Information Required of Bidders, Performance Bond, Payment Bond, Insurance Policies/OCIP Documents, General Conditions, Special Conditions, Supplementary General Conditions, if any, Drawings, Plans, Specifications, the Contract, and all modifications, addenda, and amendments.
- e. Day as used herein shall mean calendar day unless otherwise specifically designated.
- f. District and Contractor are those mentioned as such in the Contract. For convenience and brevity, these terms, as well as terms identifying other persons involved in the Contract are treated throughout the Contract Documents as if they are of singular number and masculine gender. The terms District and Owner are used interchangeably. The terms Contractor, Trade Contractor and Prime Contractor are all references to the other. These terms are used interchangeably in the course of the Contract Documents.
- g. District's Representative or Representative means any representative of the District authorized in writing to act on behalf of the District, including but not limited to the District's Architect, Inspector and/or Program Manager.
- h. Equal, Equivalent, Satisfactory, Directed, Designated, Selected, As Required and words of similar meaning are used, the written approval, selection, satisfaction, direction, or similar action of the Program Manager, Architect, and/or District is required.
- i. Includes and Including do not limit the work to the items following those words.
- j. Indicated, Shown, Detailed, Noted, Scheduled or words of similar meaning shall mean that reference is made to the drawings, unless otherwise noted. It shall be understood that the direction, designation, selection, or similar import of the Program Manager, Architect, and/or District is intended, unless stated otherwise.
- k. Locality in which the work is performed means the county in which the public work is done.
- l. Perform shall be understood to mean that the Contractor, at Contractor's expense, shall perform all operations necessary to complete the work, including furnishing of necessary labor, tools, and equipment, and further including the furnishing and installing of materials that are indicated, specified, or required to complete such performance.
- m. Program Manager means the Program Manager employed by the District to provide construction management and related services for the Project.
- n. Project is the undertaking planned by District and Contractor as provided in the Contract Documents.
- o. Provide shall include "provide complete in place," that is, "furnish, install, test and make ready for use."
- p. Required and words of similar meaning are used, it shall mean "as required to properly complete the work" as required by the Program Manager, Architect and/or District, unless stated otherwise.
- q. Subcontractor as used herein, includes those having a direct contract with Contractor and one who furnishes material worked to a special design according to plans, drawings, and specifications of this work, but does not include one who merely furnishes material not so worked.
- r. Surety is the person, firm, or corporation, admitted as a California admitted surety, that executes as surety the Contractor's Performance Bond and Payment Bond for Public Works. Surety must be an admitted surety insurer pursuant to Code of Civil Procedure section 995.120.
- s. The Work means the entire improvement proposed by the District to be constructed in whole, or in part, pursuant to the Contract Documents.
- t. Work means labor, equipment and materials incorporated in, or to be incorporated in the construction covered by the Contract Documents.
- u. Worker includes laborer, worker, or mechanic, and any supervisors thereto.

Article 2. DRAWINGS AND SPECIFICATIONS

- a. **Contract Documents.** Contract Documents are complementary, and what is called for by one shall be as binding as if called for by all. The intention of documents is to provide the District with complete and fully operational facilities as indicated and specified including all labor and materials, equipment, and transportation necessary for the proper execution of the work. Materials or work

described in words which as applied have a well-known technical or trade meaning shall be deemed to refer to such recognized standards.

- b. **Interpretations.** Drawings and specifications are intended to be fully cooperative and to agree. However, if Contractor observes that drawings and specifications are in conflict, the Contractor shall promptly notify the Program Manager in writing and any necessary changes shall be adjusted as provided in contracts for changes in work. If such conflict arises, the following order of precedence shall generally apply, provided, however, that the order of precedence shall not be so rigidly interpreted as to affect an absurd or costly result:
 - 1) Special Conditions shall take precedence over General Conditions.
 - 2) Technical Specifications implement, in additional detail, the requirements of the General Conditions. In the event of conflict between the Technical Specifications and the General Conditions, the General Conditions shall take precedence.
 - 3) In the event of a conflict between the Technical Specifications and the drawings, the higher quality, higher quantity and the most stringent requirements shall be deemed to apply and shall govern as to materials, workmanship, and installation procedures.
 - 4) With regard to drawings:
 - (a) Figures govern over scaled dimensions;
 - (b) Larger scale drawings and details govern over smaller scale drawings;
 - (c) Addenda/change order drawings govern over Contract drawings;
 - (d) Contract drawings govern over standard drawings.
 - 5) Work not particularly shown or specified shall be the same as similar parts that are shown or specified.
- c. Misunderstanding of drawings and specifications shall be clarified by the Architect, whose decisions shall be final, and which shall be communicated to the Contractor by the Program Manager.
- d. Standards, Rules, and Regulations referred to are recognized printed standards and shall be considered as one and a part of these specifications within limits specified.
- e. **Compliance with Applicable Laws.** Drawings and specifications are intended to comply with all laws, ordinances, rules and regulations of authorities having jurisdiction, and where referred to in the Contract Documents, said laws, ordinances, rules and regulations shall be considered as part of said Contract Documents within the limits specified. The Contractor shall bear all expenses correcting work done contrary to said laws, ordinances, rules and regulations and if the Contractor (1) performed same without first consulting the Program Manager for securing the Architect's instructions regarding said

work or (2) disregarded the Architect's instructions regarding said work.

- f. **Provisions of Law Deemed Inserted.** Each and every provision of law required by law to be inserted in this Contract shall be deemed to be inserted herein and the Contract shall be read and enforced as though it were included herein, and if through mistake, omission or otherwise any such provision is not inserted, or is not correctly inserted, then upon application of either party the Contract shall be amended in writing to make such insertion or correction.
- g. **Addenda and Deferred Approvals.** Addenda shall govern over all other Contract Documents. Subsequent addenda issued shall govern over prior addenda only to the extent specified. In accordance with Titles 19, 21 and/or 24 of the California Code of Regulations and the Uniform Building Code, addenda shall be approved by the Department of State Architect ("DSA"). The requirements approved by the DSA on any item submitted as a deferred approval in accordance with Titles 19, 21 and/or 24 of the California Code of Regulations and the Uniform Building Code, shall take precedence over any previously issued addenda, drawing or specification.
- h. **District's Authority.** The District retains the authority to issue the ultimate decision in the event the Program Manager and Architect cannot reach a consensus regarding any clarification requested, any necessary changes to conflicting drawings and specifications, any requested instructions or any similar issue presented under this Article 2.
- i. **Organization of Work.** Organization of the specification into divisions, sections, and articles, and arrangement of drawings shall not control the Contractor in dividing the work among subcontractors or in establishing the extent of work to be performed by any trade.

Article 3. COPIES FURNISHED

Contractor will be furnished copies of drawings and specifications as set forth in DOCUMENT 00800-Special Conditions. Additional copies may be obtained at cost of reproduction.

Article 4. OWNERSHIP OF DRAWINGS

All drawings, specifications, and copies thereof furnished by the District are District property. They are not to be used by Contractor or Subcontractor on other work nor shall Contractor claim any right to such documents. With exception of one signed Contract set, all documents shall be returned to the District on request at completion of work.

Article 5. DETAIL DRAWINGS AND INSTRUCTIONS

- a. **Examination of Drawings and Specifications.** Before commencing any portion of the Work, Contractor shall carefully examine all Drawings and Specifications and other information given to Contractor as to materials and methods of construction and other Project requirements.

Contractor shall immediately notify District and both the Program Manager and Architect of any perceived or alleged error, inconsistency, ambiguity, or lack of detail or explanation in the Drawings and Specifications in the manner provided herein. If the Contractor or its Subcontractors, material or equipment suppliers, or any of their officers, agents and employees performs, permits, or causes the performance of any Work under the Contract Documents which it knows or should have known to be in error, inconsistent, or ambiguous, or not sufficiently detailed or explained, Contractor shall bear any and all costs arising therefrom including, without limitation, the cost of correction thereof without increase or adjustment to the Contract Price, as set forth in Article 3 of the Contract, or the time for performance. If Contractor performs, permits, or causes the performance of any Work under the Contract Documents prepared by or on behalf of Contractor which is in error, inconsistent or ambiguous, or not sufficiently detailed or explained, Contractor shall bear any and all resulting costs, including, without limitation, the cost of correction, without increase to or adjustment in the Contract Price or the time for performance. In no case shall any Subcontractor proceed with the Work if uncertain without the Contractor's written direction and/or approval.

- b. **Requests for Information.** Within seven (7) calendar days of notification of any ambiguity, conflict or lack of information, the Program Manager will provide Architect's prepared additional instructions, by means of drawings or other written direction, necessary for proper execution of work. All such drawings and instruments shall be consistent with the Contract Documents, true developments thereof, and reasonable inferable therefrom. Work shall be executed in conformity therewith and Contractor shall do no work without proper drawings and instructions. Any necessary additional details furnished by the Program Manager and/or the Architect to more fully explain the work shall be considered as part of the Contract Documents.
- c. **Scale Drawings.** Should any details need to be more elaborate, in the opinion of the Contractor, than scale drawings and specifications warrant, written notice thereof shall be given to the Program Manager within three (3) working days of the receipt of same. In case no notice is given to the Program Manager within three (3) working days, it will be assumed the details are a reasonable development of the scale drawings. In case notice is given, then the Program Manager and Architect, together, will consider the claim and if found justified, the drawings will be modified by the Architect, or Program Manager shall recommend to the District a change order for the extra work involved within a reasonable amount of time.
- d. **Quality of Parts, Construction and Finish.** All parts of the described and shown construction shall be of the best quality of their respective kinds and the Contractor is hereby advised to use all diligence to inform himself fully as to the required construction

and finish, and in no case to proceed with the different parts of the work without obtaining first from both the Program Manager and Architect such directions and/or drawings as may be necessary for the proper performance of the work.

- e. **Contractor's Variation from Contract Document Requirements.** If it is found that the Contractor has varied from the drawings and/or specifications, in materials, quality, form or finish, or in the amount or value of the materials and labor used, the Program Manager, shall be at liberty at any time, before or after completion of the work, to order such improper work removed, remade and replaced, and all work distributed by these changes shall be made good at the Contractor's expense, or the Program Manager, after consultation with the Architect, shall receive from the Contractor, for the District (or District shall deduct from amount due Contractor), a sum of money equivalent to the difference in value between the work performed and that called for by the drawings and specifications, it being optional with the Program Manager and Architect to pursue either course.

Article 6. TIME FOR COMPLETION AND LIQUIDATED DAMAGES

- a. **Time for Completion/Liquidated Damages.** Work shall be commenced on or before the date stated in the District's notice to the Contractor to proceed and shall be completed by Contractor in the time specified in the Special Conditions. The District is under no obligation to consider early completion of the Project and the Contract completion date shall not be amended by the District's acceptance of the Contractor's proposed earlier completion date. Furthermore, Contractor shall not, under any circumstances receive additional compensation from the District for indirect, general, administrative or other forms of overhead costs for the period between the time of earlier completion proposed by the Contractor and the official Contract completion date. If the work is not completed in accordance with the foregoing, it is understood that the District will suffer damage. It being impractical and infeasible to determine the amount of actual damage, it is agreed that Contractor shall pay to the District as fixed and liquidated damages, and not as a penalty, the sum stipulated in DOCUMENT 00800 - Special Conditions for each calendar day of delay until work is completed and accepted. Contractor and his surety shall be liable for the amount thereof. Any money due or to become due the Contractor may be retained to cover said liquidated damages. Should such money not be sufficient to cover said liquidated damages, the District shall have the right to recover the balance from the Contractor or his sureties, who will pay said balance forthwith. Regardless of the schedule submitted by Contractor, no delay claims shall be accepted by the District unless the event or occurrence delays the completion of the Project
- b. **Inclement Weather.** Contractor shall abide by Program Manager's determination of what constitutes inclement weather based upon the Inspector or geotechnical engineer's

recommendation. An inclement weather day is a day when the weather causes unsafe work conditions or is unsuitable for work that should not be performed during inclement weather (i.e., exterior finishes), and shall include consideration when rain days exceed the normal frequency and amount based on the closest weather station data averaged over the past three years, for the period of this Contract and when Contractor can show that such rain days impact the critical path. Time extensions related to inclement weather shall be non-compensable and shall only be granted when the work that is stopped during inclement weather is on the critical path of the Project schedule. Contractor shall be expected to perform all work he can possibly complete during inclement weather (i.e., interior work).

- c. **Extension of Time.** Contractor shall not be charged liquidated damages because of any delays in completion of work due to unforeseeable causes beyond the control and without the fault or negligence of Contractor including, but not restricted to: acts of God, or of public enemy, acts of Government, acts of District or anyone employed by him or acts of another Contractor in performance of a contract with the District, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather or delays of subcontractors due to such causes. Contractor shall within five (5) calendar days of the beginning of any such delay (unless the District grants a further period of time prior to date of final settlement of the Contract) notify the District in writing of causes of delay; thereupon the District shall ascertain the facts and extent of delay and grant extension of time for completing work when, in its judgment, the findings of fact justify such an extension. The District's findings of fact thereon shall be final and conclusive on parties hereto. In case of a continuing cause of delay, only one claim is necessary. Time extensions to the Project should be requested by the Contractor as they occur and without delay. Regardless of the schedule submitted by Contractor, no delay claims shall be accepted by the District unless the event or occurrence delays the completion of the Project beyond the contractual completion date.
- d. **No Damages for Delay.** The District's liability to Contractor for delays for which the District is responsible shall be limited to an extension of time for delays unless such delays were unreasonable under the circumstances involved and were not within the contemplation of the parties when the Contract was awarded. Contractor agrees that the Program Manager shall determine the actual costs to Contractor of any delay for which Contractor may claim damages from the District. Such costs, if any, shall be directly related to the Project, and shall not include costs that would be borne by the Contractor in the regular course of business, including, but not limited to, home office overhead and ongoing insurance costs. The District shall not be liable for any damages which the Contractor could have avoided by any reasonable means including, but not limited to, the judicious handling of forces, equipment, or plant.

Article 7. REMOVAL OR RELOCATION OF MAIN OR TRUNKLINE UTILITY FACILITIES

- a. The District has endeavored to determine the existence of utilities at the site of the work from the records of the owners of known utilities in the vicinity of the work. The positions of these utilities as derived from such records are shown on the plans.
- b. No excavations were made to verify the locations shown for underground utilities. The service connections to these utilities are not shown on the plans. It shall be the responsibility of the Contractor to determine the exact location of all service connections. The Contractor shall make his own investigations, including exploratory excavations, to determine the locations and type of service connections, prior to commencing work which could result in damage to such utilities. The Contractor shall immediately notify the District's Representative as to any utility discovered by him in a different position than shown on the plans or which is not shown on the plans.

1) MAIN OR TRUNKLINE FACILITIES

- (a) Notwithstanding the above, pursuant to Section 4215 of the Government Code, as it may be amended from time to time, the District has the responsibility to identify, with reasonable accuracy, main or trunk-line facilities on the plans and specifications. In the event that main or trunk-line utility facilities are not identified with reasonable accuracy in the plans and specifications made a part of the invitation for bids, District shall assume the responsibility for their timely removal, relocation, or protection.
- (b) The Contractor shall be compensated by the District for the costs of locating and repairing damage not due to the failure of the Contractor to exercise reasonable care, and removing, relocating, protecting or temporarily maintaining such main or trunk-line utility facilities not indicated with reasonable accuracy in the plans and specifications, and for equipment in the Project necessarily idled during such work. In this regard, Contractor will be required to do such work in accordance with Article 50 herein.
- (c) Alternatively, District may make changes in the alignment and grade of the work to obviate the necessity to remove, relocate, or temporarily maintain the utility, in accordance with Article 50 or District may make arrangements with the owner of the utility for such work to be done at no cost to the Contractor.
- (d) The Contractor shall not be assessed a forfeiture for delay in completion of the Project when such delay is caused by the failure of the District or the owner of the utility to provide for the removal, relocation, protection or temporary maintenance of all such main or trunk-line facilities not indicated with reasonable accuracy.
- (e) Nothing herein shall preclude the District from pursuing any appropriate remedy against the

utility for delays which are the responsibility of the utility.

- (f) Nothing herein shall be construed to relieve the utility from any obligation as required either by law or by contract to pay the cost of removal or relocation of existing utility facilities.
- (g) If the Contractor while performing the Contract discovers utility facilities not identified by the District in the Contract plans or specifications, he shall immediately notify the District and utility in writing.
- (h) The owner of the public utility shall have the sole discretion to perform repairs or relocation work or hire the Contractor to do such repairs or relocation work at a reasonable price.

2) OTHER UTILITIES

- (a) In case it should be necessary to remove, relocate, or temporarily maintain a utility because of interference with the work, the work on the utility shall be performed and paid for as follows:
 - (1) When it is necessary to remove, relocate or temporarily maintain a service connection, the cost of which is not required to be borne by the owner thereof, the Contractor shall bear all expenses incidental to the work on the service connection. The work on the service connection shall be done in a manner satisfactory to the owner thereof; it being understood that the owner of the service connection has the option of doing such work with his own forces or permitting the work to be done by the Contractor.
 - (2) When it is necessary to remove, relocate, or temporarily maintain a utility which is in the position shown on the plans, the cost of which is not required to be borne by the owner thereof, the Contractor shall bear all expenses incidental to the work on the utility. The work on the utility shall be done in a manner satisfactory to the owner thereof; it being understood that the owner of the utility has the option of doing such work with his own forces or permitting the work to be done by the Contractor.
 - (3) When it is necessary to remove, relocate, or temporarily maintain a utility which is not shown on the plans or is in a position different from that shown on the plans and were it in the position shown on the plans would not need to be removed, relocated, or temporarily maintained, and the cost of which is not required to be borne by the owner thereof, the District will make arrangements with the owner of the utility for such work to be done at no cost to the Contractor, or will require the Contractor to do such work in accordance with Article 50 or will make changes in the alignment and grade of the work to obviate the necessity to remove, relocate, or temporarily maintain the utility. Changes in alignment and grade will be ordered in accordance with Article 50 herein.

(4) No representations are made that the obligations to move or temporarily maintain any utility and to pay the cost thereof is or is not required to be borne by the owner of such utility, and it shall be the responsibility of the Contractor to investigate to find out whether or not said cost is required to be borne by the owner of the utility.

(5) The right is reserved to governmental agencies and to owners of utilities to enter at any time upon any street, alley, right-of-way, or easement for the purpose of making changes in their property made necessary by the work and for the purpose of maintaining and making repairs to their property.

Article 8. PROGRESS SCHEDULE

- a. **Estimated Schedule.** Within fourteen (14) calendar days after the effective date of the Notice to Proceed, Contractor shall prepare an estimated progress schedule and shall submit same to District's Program Manager for approval. The schedule shall clearly identify all staffing and other resources which in the Contractor's judgment are needed to complete the Project within the time specified for completion. The schedule shall include milestones and shall include the "critical path" of construction. Such schedule shall be submitted to District, Program Manager and Architect for the District's approval. The Contractor is fully responsible to determine and provide for any and all staffing and resources at levels which allow for good quality and timely completion of the Project; the District's approval of the progress schedule does not relieve the Contractor of any such responsibility. Contractor's failure to incorporate all elements of work required for the performance of the Contract or any inaccuracy in the schedule shall not excuse the Contractor from performing all work required for a completed Project within the specified Contract time period, notwithstanding the District's acceptance of the schedule. If the required schedule is not received by the time the first payment request is due, Contractor shall not be paid until the schedule is received, reviewed and accepted by the District.
- b. **Schedule Contents.** The schedule shall allow enough time for inclement weather. Such schedule shall indicate graphically the beginning and completion dates of all phases of construction, shall indicate the critical path for all critical, sequential time related activities. All required schedules shall indicate "float time" for all "slack" or "gaps" in the non-critical activities. Submitted construction schedules shall have a duration to match the Contract time. Excess time may be picked up with "float time" if needed or desired by the Contractor. A "bar chart" in reasonably complete detail shall be adequate in contracts over \$1 million and shall show critical path items. All required schedules shall be periodically updated to reflect changes in the status of the job, including weather delays. At a minimum, the Contractor shall be required to provide and keep updated a monthly schedule in order to prevent delay claims.

- c. **State Testing.** In no event shall Contractor conduct any work on the Project on dates on which State Testing of Pupils is conducted. District or District's Representative will provide Contractor with a schedule of test dates concurrent with the District's issuance of notice of award of Contract, or as soon as such test dates are made available to the District.
- d. **Daily Reports.** The Contractor's Job Superintendent shall be required to complete the "Contractor's Daily Activity Report" form for each day's activities. Contractor's Job Superintendent will be required to submit the completed form by 10:00 a.m. each day for the preceding day's activities. The District reserves the right to withhold monthly progress payments if any Contractor's Daily Activity Reports from the month being billed for have not yet been submitted to the Program Manager.
- e. **Cost Loaded Schedule.** Within thirty (30) calendar days after the effective date of the Notice to Proceed, Contractor shall submit for review and approval, a cost and resource loaded schedule.
- f. **Schedule Updates.** Progress, Cost, and Resource Loaded Schedules and reports shall be submitted monthly with progress payment applications. Contractor shall not be paid until the schedule is received, reviewed and accepted by the District.

Article 9. CONTRACT SECURITY

Unless otherwise specified in Special Conditions, Contractor shall furnish a surety bond in an amount equal to one hundred percent (100%) of Contract Price as security for faithful performance of this Contract and shall furnish a separate bond in an amount at least equal to one hundred percent (100%) of the Contract Price as security for payment of persons performing labor and furnishing materials in connection with this Contract. Both the Payment and Performance Bonds must be executed by an admitted Surety, as defined in California Code of Civil Procedure Section 995.120. The Payment and Performance Bonds must be accompanied by the original or a certified copy of the unrevoked power of attorney or other appropriate instrument entitling or authorizing the person who executed the bond to do so. In addition, to the extent required by law, the Payment and Performance Bonds must be accompanied by a certified copy of the certificate of authority of the insurer issued by the Insurance Commissioner of the State of California, a certificate from the Clerk of the County of San Diego that the certificate of authority of the insurer has not been surrendered, revoked, cancelled, annulled, or suspended, or if it has that it has been renewed, and four copies of the insurer's most recent annual statement and quarterly statement filed with the Department of Insurance of the State of California. Aforesaid bonds shall be in form set forth in these Contract Documents. Upon request of Contractor, the District will consider and accepting multiple sureties on such bonds.

Article 10. ASSIGNMENT

Contractor shall not assign, transfer, convey, sublet, or otherwise dispose of this Contract or any part thereof including any claims, without prior written consent of the District. Any assignment without the written

consent of the District shall be void. Any assignment of money due or to become due under this Contract shall be subject to a prior lien for services rendered or material supplied for performance of work called for under said Contract in favor of all persons, firms, or corporations rendering such services or supplying such materials to the extent that claims are filed pursuant to the Civil Code, the Code of Civil Procedure, and/or the Government Code.

Article 11. CHANGE IN NAME AND NATURE OF CONTRACTOR'S LEGAL ENTITY

Should a change be contemplated in the name or nature of the Contractor's legal entity, the Contractor shall first notify the District in order that proper steps may be taken to have the change reflected on the Contract.

Article 12. PROHIBITED INTERESTS

No official of the District, and no District Representative who is authorized in such capacity and on behalf of the District to negotiate, make, accept, or approve, or to take part in negotiating, making, accepting or approving any architectural, engineering, inspection, construction or material supply contract or any subcontract in connection with construction of the Project, shall be or become directly or indirectly interested financially in this Contract or in any part thereof. No officer, employee, Program Manager, Architect, attorney, engineer or Inspector of or for the District who is authorized in such capacity and on behalf of the District to exercise any executive, supervisory or other similar functions in connection with construction of the Project, shall become directly or indirectly interested financially in this Contract or in any part thereof.

Article 13. SEPARATE CONTRACTS

- a. The District reserves the right to let other contracts in connection with this work. Contractor shall afford other contractors reasonable opportunity for introduction and storage of their materials and execution of their work and shall properly connect and coordinate his work with theirs.
- b. If any part of Contractor's work depends upon proper execution or results upon work of any other contractor, the Contractor shall inspect and promptly report to the Program Manager any defects in such work that renders it unsuitable for such proper execution and results. His failure to so inspect and report shall constitute his acceptance of other contractor's work as fit and proper for reception of his work, except as to defects which may develop in the other contractor's work after execution of contractor's work.
- c. To insure proper execution of his subsequent work, Contractor shall measure and inspect work already in place and shall at once report to the Program Manager any discrepancy between executed work and the Contract Documents.
- d. Contractor shall ascertain to his own satisfaction the scope of the Project and nature of any other contracts that have been or may be awarded by the District in prosecution of the Project to the end that Contractor may perform this Contract in the light of such other

contracts, if any. Nothing herein contained shall be interpreted as granting to Contractor exclusive occupancy at site of the Project. Contractor shall not cause any unnecessary hindrance or delay to any other contractor working on the Project. If simultaneous execution of any contract for the Project is likely to cause interference with performance of some other contract or contracts, the District or District's Representative shall decide which Contractor shall cease work temporarily and which contractor shall continue or whether work can be coordinated so that contractors may proceed simultaneously. The District shall not be responsible for any damages suffered or for extra costs incurred by Contractor resulting directly or indirectly from award, performance, or attempted performance of any other contract or contracts on the Project, or caused by any decision or omission of the District or District's Representative respecting the order of precedence in performance of contracts.

Article 14. SUBCONTRACTING

- a. Contractor agrees to bind every subcontractor by terms of the Contract as far as such terms are applicable to subcontractor's work. If Contractor subcontracts any part of this Contract, Contractor shall be as fully responsible to the District for the acts and omissions of his subcontractor and of persons either directly or indirectly employed by his subcontractor, as he is for acts and omissions of persons directly employed by himself. Nothing contained in these Contract Documents shall create any contractual relation between any subcontractor and the District. The District shall be deemed to be the third party beneficiary of the contract between the Contractor and the subcontractor.
- b. The District's consent to or approval of any subcontractor under this Contract shall not in any way relieve Contractor of his obligations under this Contract and no such consent or approval shall be deemed to waive any provision of this Contract
- c. Substitution or addition of subcontractors shall be permitted only as authorized in chapter 4 (commencing at section 4100), part 1, division 2 of the California Public Contract Code.

Article 15. DISTRICT'S RIGHT TO TERMINATE CONTRACT

- a. The District may, without prejudice to any other right or remedy, serve written notice upon Contractor and his surety of its intention to terminate this Contract if the Contractor (i) refuses or fails to prosecute the work or any separable part thereof with such diligence as will insure its completion within the time specified or any extension thereof, or (ii) fails to complete said work within such time, or (iii) if the Contractor should file a bankruptcy petition or be adjudged a bankrupt, or (iv) if he should make a general assignment for the benefit of his creditors, or (v) if a receiver should be appointed on account of his insolvency, or (vi) if he should persistently or repeatedly refuse or should fail, except in cases for which extension of time is provided, to supply enough properly skilled workers

or proper materials to complete the work in time specified, or (vii) if he should fail to make prompt payment to subcontractors or for material or labor, or (viii) persistently disregard laws, ordinances or instructions of the District or those of District's Representatives, or (ix) otherwise be guilty of a substantial violation of any provision of the Contract, or (x) if he or his subcontractors should violate any of the provisions of this Contract. The notice of intent to terminate shall contain the reasons for such intention to terminate. Unless within ten (10) calendar days after the service of such notice, such condition shall cease or such violation shall cease and satisfactory arrangements for the correction thereof be made, this Contract shall, upon the expiration of said ten (10) calendar days, cease and terminate. In such case, Contractor shall not be entitled to receive any further payment until work is finished. In event of any such termination, the District shall immediately serve written notice thereof upon surety and Contractor written notice of termination stating that the contract has ceased and is terminated. Surety shall have the right to investigate, take over and perform this Contract, provided, however, that if Surety, within fifteen (15) calendar days after service upon it of said notice of termination, does not give the District written notice of its intention to take over and perform this Contract and does not commence performance thereof within twenty (20) calendar days from the date of service upon it of such notice of termination, the District may take over the work and prosecute same to completion by contract or by any other method it may deem advisable for the account and at the expense of Contractor. Contractor and his surety shall be liable to the District for any excess cost or other damages occasioned the District thereby. If the District takes over the work as herein above provided, the District may, without liability for so doing, take possession of and utilize in completing the work such materials, appliances, plant, and other property belonging to the Contractor as may be on the site of the work and necessary therefore. If Surety does not perform the Project work itself, the Surety shall consult with the District regarding its planned choice of a contractor or contractors to complete the Project, and upon request by District, Surety shall provide District evidence of responsibility of Surety's proposed contractor or contractors. District shall be entitled to reject Surety's choice of contractor or contractors if District determines in its sole discretion that the contractor or contractors are nonresponsible. If Surety provides District written notice of its intention to take over and perform this Contract, within fifteen (15) calendar days of such written notice of intent to take over and perform, Surety or its chosen contractor or contractors (if such contractor or contractors are approved by District) shall provide District a detailed Progress Schedule as specified in Article 8 above. Contractor and his surety shall be liable to District for any excess cost or other damages occasioned the District as a result of Surety or Surety's contractor or contractors takeover and performance.

- b. If the unpaid balance of the Contract Price exceeds the expense of finishing work, including compensation for additional architectural, managerial, and administrative services, such excess shall be paid to Contractor. If such expense shall exceed such unpaid balance, Contractor shall pay the difference to the District. Expense incurred by the District as herein provided, and damage incurred through Contractor's default, shall be certified by the Program Manager.
- c. Should the District determine that environmental considerations mandate that the underlying Project should not go forward, District may notify Contractor that this Contract is terminated due to environmental considerations and District shall only be obligated to pay Contractor for the work that Contractor had performed at the time of notification of termination of this Contract for environmental considerations.
- d. **Termination for Convenience:** The District may terminate performance of the work called for by the Contract Documents in whole or, from time to time, in part, if the District determines that a termination is in the District's interest.

The Contractor shall terminate all or any part of the Work upon delivery to the Contractor of a Notice of Termination specifying that the termination is for the convenience of the District, the extent of termination, and the effective Date of such termination.

After receipt of Notice of Termination, and except as directed by the District, the Contractor shall, regardless of any delay in determining or adjusting any amounts due under this Termination for Convenience clause, immediately proceed with the following obligations:

- 1) Stop Work as specified in the Notice.
- 2) Complete any Work specified in the Notice of Termination in a least cost/shortest time manner while still maintaining the quality called for under the Contract Documents.
- 3) Leave the property upon which the Contractor was working and upon which the facility (or facilities) forming the basis of the Contract Documents is situated in a safe and sanitary manner such that it does not pose any threat to the public health or safety.
- 4) Terminate all subcontracts to the extent that they relate to the portions of the work terminated.
- 5) Place no further subcontracts or orders, except as necessary to complete the continued portion of the Contract.
- 6) Submit to the District, within ten (10) calendar days from the Effective Date of the Notice of Termination, all of the usual documentation called for by the Contract Documents to substantiate all costs incurred by the Contractor for labor, materials and equipment through the Effective Date of the Notice of Termination. Any documentation substantiating costs incurred by the Contractor

solely as a result of the District's exercise of its right to terminate this Contract pursuant to this clause, which costs the Contractor is authorized under the Contract Documents to incur, shall: (i) be submitted to and received by the District no later than thirty (30) calendar days after the Effective Date of the Notice of Termination; (ii) describe the costs incurred with particularity; and (iii) be conspicuously identified as "Termination Costs occasioned by the District's Termination for Convenience."

Termination of the Contract shall not relieve Surety of its obligation for any just claims arising out of or relating to the Work performed. In the event that the District exercises its right to terminate this Contract pursuant to this provision, the District shall pay the Contractor, upon the Contractor's submission of the documentation required by this clause and other applicable provisions of the Contract Documents, all actual reimbursable costs incurred according to the provisions of this Contract.

- e. **Termination of Contract by Contractor:** The Contractor may terminate the Contract upon ten (10) calendar days written notice to the District, whenever: (1) the entire Work has been suspended for ninety (90) consecutive days through no fault or negligence of the Contractor, and notice to resume the Work or to terminate the Contract has not been received from the District within this time period; or (2) the District should fail to pay the Contractor any substantial sums due it in accordance with the terms of the Contract and within the time limits prescribed. In the event of such termination, the Contractor shall have no claims against the District except for Work performed as of the date of termination.
- f. The foregoing provisions are in addition to and not in limitation of any other rights or remedies available to the District.
- g. Notwithstanding the foregoing provisions, this Contract may not be terminated or modified where a trustee-in-bankruptcy has assumed the Contract pursuant to 11 U.S.C. section 365 (Federal Bankruptcy Act).

Article 16. GUARANTEE

- a. Besides guarantees required elsewhere, Contractor shall, and hereby does, guarantee all work for a period of one (1) year after date of acceptance of work by the District. Contractor shall repair or replace any or all such work, together with any other work, which may be displaced in so doing, that may prove defective in workmanship and/or materials within a one-year period from date of acceptance without expense whatsoever to the District, ordinary wear and tear, unusual abuse or neglect excepted. The District will give notice of observed defects with reasonable promptness. Contractor shall notify the District upon completion of repairs.
- b. In the event of failure of Contractor to comply with above-mentioned conditions within one week after being notified in writing, the District is hereby authorized to proceed to have defects repaired and

made good at the expense of Contractor. Contractor hereby agrees to pay costs and charges therefore immediately on demand.

- c. If, in the opinion of the District or District's Representative, defective work creates a dangerous condition or requires immediate correction or attention to prevent further loss to the District or to prevent interruption of operations of the District, the District or the District's Representative will attempt to give the notice required by this Article. If the Contractor cannot be contacted or does not comply with the District's request for correction within a reasonable time as determined by the District, the District may, notwithstanding the provisions of this Article, proceed to make such correction or provide such attention. The costs of such correction or attention shall be charged against the Contractor. Such action by the District or its Representative will not relieve the Contractor of the guarantees provided in this Article or elsewhere in this Contract.
- d. This Article does not in any way limit the guarantee on any items for which a longer guarantee is specified or on any items for which a manufacturer gives a guarantee for a longer period. Contractor shall furnish the District with all appropriate guarantee or warranty certificates upon completion of the Project.

Article 17. NOTICE AND SERVICE THEREOF

- a. Any notice from one party to the other under the Contract shall be in writing and shall be dated and signed by party giving such notice or by the duly authorized representative of such party. Any such notice shall not be effective for any purpose whatsoever unless served in one of the following manners:
 - 1) If notice is given to the District, by personal delivery thereof to the Program Manager or the District or by depositing same in United States mails, enclosed in a sealed envelope addressed to the District and for attention of the Program Manager, postage prepaid and registered;
 - 2) If notice is given to Contractor by personal delivery thereof to said Contractor or to his foreman at site of Project, or by depositing same in United States mails, enclosed in a sealed envelope addressed to said Contractor at his regular place of business or at such other address as may have been established for the conduct of work under this Contract, postage prepaid and registered;
 - 3) If notice is given to surety or other person by personal delivery to such surety or other person or by depositing same in United States mails, enclosed in a sealed envelope addressed to such surety or person at the address of such surety or person last communicated by him to party giving notice, postage prepaid and registered.
 - 4) If notice is served by mail, it shall be deemed received and all time periods associated with the giving of notice shall run from the third day after mailing.

Article 18. WORKERS

- a. Contractor shall at all times enforce strict discipline and good order among his employees. Contractor shall not employ on work any unfit person or any one not skilled in work assigned to him.
- b. Any person in the employ of the Contractor whom the District or District's Representative may deem incompetent or unfit shall be dismissed from work and shall not again be employed on it except with the written consent of the District.

Article 19. LABOR COMPLIANCE PROGRAM

The provisions of this Article shall apply if required for this Project as set forth in the Notice to Contractors and/or Information to Bidders.

- a. The District shall enforce a Labor Compliance Program (LCP). The Contractor, and any subcontractors, are required to comply with the requirements of the District's LCP. The Contractor hereby expressly agrees to comply with the requirements of the District's LCP at no additional cost to the District.
- b. The District's LCP includes, but is not limited to, provisions requiring the Contractor to comply with the prevailing rates of wages as set forth in Article 20 of these General Conditions, maintenance and submission of weekly certified payroll records as set forth in Article 21 of these General Conditions, employment of apprentices as set forth in Article 22 of these General Conditions, compliance with legal hours of work as set forth in Section Article 23 of these General Conditions, and debarment as set forth in Article 24 of these General Conditions. The District's LCP also requires the Contractor to attend a mandatory pre-construction meeting and allow District representatives to conduct on site interviews of workers to ensure that prevailing wages are being paid. Failure to comply with these provisions or any other provisions of the District's LCP shall result in the withholding of contract payments by the District. The Contractor expressly acknowledges these provisions and agrees to comply with these provisions and any provisions in the District's LCP.
- c. The Contractor shall include provisions (a) and (b) in this Article in all subcontracts and require subcontractors to comply with these provisions at no additional cost to the District.
- d. The Contractor must comply with the District's LCP in a timely manner. Should the Contractor have unresolved or otherwise outstanding Labor Compliance discrepancies, issues, or requirements in excess of 60 calendar days, monthly progress payments shall be withheld until compliance is strictly effectuated.
- e. If the Contractor has unresolved or otherwise outstanding Labor Compliance discrepancies, issues, or requirements within 60 calendar days of cessation of work, the District reserves the right to withhold costs incurred to remedy the issues from contract payments and or retention.

Article 20. PREVAILING RATES OF WAGES

- a. The Contractor is aware of the requirements of California Labor Code Sections 1720 et seq. and 1770 et seq., as well as California Code of Regulations, Title 8, section 16000 et seq. ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects. Since this Project involves an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and since the total compensation is \$1,000 or more, Contractor agrees to fully comply with such Prevailing Wage Laws. The Contractor shall obtain a copy of the prevailing rates of per diem wages at the commencement of this Agreement from the website of the Division of Labor Statistics and Research of the Department of Industrial Relations located at www.dir.ca.gov/dlsr/. In the alternative, the Contractor may view a copy of the prevailing rates of per diem wages at the District's Facilities Department. Contractor shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to perform work on the Project available to interested parties upon request, and shall post copies at the Contractor's principal place of business and at the Project site. Contractor shall defend, indemnify and hold the District, its elected officials, officers, employees and agents free and harmless from any claims, liabilities, costs, penalties or interest arising out of any failure or alleged failure to comply with the Prevailing Wage Laws and/or the District's LCP.
- b. The Contractor and each subcontractor shall forfeit as a penalty to the District not more than Two Hundred Dollars (\$200) for each calendar day, or portion thereof, for each worker paid less than the stipulated prevailing wage rate for any work done by him, or by any subcontract under him, in violation of the provisions of the California Labor Code. The difference between such stipulated prevailing wage rate and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the stipulated prevailing wage rate shall be paid to each worker by the Contractor.
- c. As a further material part of this Contract, Consultant agrees to hold harmless and indemnify the District, its Board and each member of the Board, its officers, employees and agents from any and all claims, liability, loss, costs, damages, expenses, fines and penalties, of whatever kind or nature, including all costs of defense and attorneys' fees, arising from any alleged failure of Contractor or its subcontractors to comply with the prevailing wage laws of the State of California. If the District or any of the indemnified parties are named as a party in any dispute arising from the failure of Contractor or its subcontractors to pay prevailing wages, Contractor agrees that the District and the other indemnified parties may appoint their own independent counsel, and Contractor agrees to pay all attorneys' fees and defense costs of the District and the other indemnified parties as billed, in addition to all other damages, fines, penalties and

losses incurred by the District and the other indemnified parties as a result of the action.

Article 21. PAYROLL RECORDS

- a. Pursuant to Labor Code section 1776, as amended from time to time, the Contractor and each subcontractor shall maintain weekly certified payroll records showing the name, address, social security number, work classification, straight time and overtime hours paid each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker or other employee employed by him or her in connection with the work. Contractor shall certify under penalty of perjury that records maintained and submitted by Contractor are true and accurate. Contractor shall also require subcontractor(s) to certify weekly payroll records under penalty of perjury.
- b. The payroll records enumerated under Article 21(a) above shall be certified and submitted by the Contractor at a time designated by the District. The Contractor shall also provide the following:
 - 1) A certified copy of the employee's payroll records shall be made available for inspection or furnished to such employee or his or her authorized representative on request.
 - 2) A certified copy of all payroll records enumerated in Article 21(a) shall be made available for inspection or furnished upon request of the Department of Industrial Relations ("DIR").
- c. The certified payroll records shall be on forms provided by the Division of Labor Standards Enforcement ("DLSE") of the DIR or shall contain the same information as the forms provided by the DLSE.
- d. Any copy of records made available for inspection and furnished upon request to the public shall be marked or obliterated in such a manner as to prevent disclosure of an individual's name, address, and social security number. The name and address of the Contractor or any subcontractor performing Work on the Project shall not be marked or obliterated.
- e. In the event of noncompliance with the requirements of this Section, the Contractor shall have ten (10) days in which to comply subsequent to receipt of written notice specifying item or actions necessary to ensure compliance with this section. Should noncompliance still be evident after such ten (10) day period, the Contractor shall, as a penalty to the District, forfeit One Hundred Dollars (\$100.00) for each calendar day, or portion thereof, for each worker until strict compliance is effectuated. Upon the request of the DIR, such penalties shall be withheld from contract payments.

Article 22. EMPLOYMENT OF APPRENTICES

- a. The Contractor's attention is directed to the provisions of Sections 1777.5, 1777.6, and 1777.7 of the California Labor Code concerning employment of apprentices by the Contractor or any subcontractor under him. The Contractor shall obtain a certificate of apprenticeship before

employing any apprentice pursuant to Section 1777.5, 1777.6, and

1777.7 of the California Labor Code.

- b. Information relative to apprenticeship standards, wage schedules, and other requirements may be obtained from the Director of Industrial Relations, ex officio the Administrator of Apprenticeship, San Francisco, California, or from the Division of Apprenticeship Standards and its branch offices.
- c. Knowing violations of Section 1777.5 will result in forfeiture not to exceed \$100 for each calendar day of non-compliance pursuant to Section 1777.7.

Article 23. HOURS OF WORK

- a. Eight (8) hours of work shall constitute a legal day's work. The Contractor and each subcontractor shall forfeit, as penalty to the District, twenty-five dollars (\$25) for each worker employed in the execution of work on the Project by the Contractor or any subcontractor under him for each calendar day during which such worker is required or permitted to work more than eight (8) hours in any one calendar day and forty (40) hours in any calendar week in violation of the provisions of the Labor Code, and in particular, Section 1810 to Section 1815, thereof, inclusive, except that work performed by employees of the Contractor and his subcontractors in excess of eight hours per day at not less than one and one-half times the basic rate of pay, as provided in Labor Code section 1815.
- b. Generally, construction work on the Project shall be accomplished on a regularly scheduled eight (8) hour per day work shift basis, Monday through Friday, between the hours of 7:00 a.m. and 5:00 p.m., however nothing herein shall prevent Contractor from working weekends and after school hours in order to complete the Project so long as not otherwise prohibited by law or local ordinances or regulations.

Article 24. DEBARMENT OF CONTRACTORS AND SUBCONTRACTORS

The Contractor, or any subcontractor working under the Contractor may not perform work on a public works project with a subcontractor who is ineligible to perform work on a public project pursuant to Section 1777.1 or Section 1777.7 of the California Labor Code. Any contract on a public works project entered into between the Contractor and a debarred subcontractor is void as a matter of law. A debarred subcontractor may not receive any public money for performing work as a subcontractor on a public works contract. Any public money that is paid, or may have been paid to a debarred subcontractor by the Contractor on the project shall be returned to the District. The Contractor shall be responsible for the payment of wages to workers of a debarred subcontractor who has been allowed to work on the project.

Article 25. NON-DISCRIMINATION

Pursuant to the provisions of Labor Code section 1735, Contractor and its subcontractor shall not unlawfully discriminate in the employment of persons on this

Project because of race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status, and sex.

Article 26. OWNER CONTROLLED INSURANCE PROGRAM

District reserves the right pursuant to Government Code section 4420.5 to use an Owner Controlled Insurance Program. Information regarding utilization of an OCIP is included in the Special Conditions or pursuant to an addendum.

Article 27. WORKERS' COMPENSATION INSURANCE

The Contractor shall provide, during the life of this Contract, workers' compensation insurance for all of the employees engaged in work under this Contract, on or at the site of the Project, and, in case any of his work is sublet, the Contractor shall require the subcontractor similarly to provide workers' compensation insurance for all the latter's employees. Any class of employee or employees not covered by a subcontractor's insurance shall be covered by the Contractor's insurance. In case any class of employees engaged in work under this Contract, on or at the site of the Project, is not protected under the Workers' Compensation Statutes, the Contractor shall provide or shall cause a subcontractor to provide, adequate insurance coverage for the protection of such employees not otherwise protected. The Contractor is required to secure payment of compensation to his employees in accordance with the provisions of Section 3700 of the Labor Code. The Contractor shall file with the District certificates of his insurance protecting workers. Company or companies providing insurance coverage shall be acceptable to the District, if in the form and coverage as set forth in Article 33.

Article 28. EMPLOYER'S LIABILITY INSURANCE

Contractor shall provide during the life of this Contract, Employer's Liability Insurance in the amount of, at least, one million dollars (\$1,000,000.00) per accident for bodily injury and disease. Contractor shall provide District with a certificate of Employer's Liability Insurance. Such insurance shall comply with the provisions of Article 33 below.

Article 29. COMMERCIAL GENERAL LIABILITY AND PROPERTY DAMAGE INSURANCE

- a. Contractor shall procure and maintain during the life of this Contract and for such other period as may be required herein, at its sole expense, such comprehensive general liability insurance or commercial general liability and property damage insurance as shall protect Contractor and the District, the District's Representatives, Program Manager, Architects and Agents, from all claims for bodily (personal) injury, including accidental death, as well as claims for property damage arising from operations under this Contract, and other covered loss, however occasioned, occurring during the policy term. Such policy shall comply with all the requirements of this Article, and shall be in the form

and amounts as set forth in the Special Conditions hereof. The limits set forth in the Special Conditions shall apply separately to each insured against whom claims are made or suits are brought, except with respect to the limits of liability. Further the limits set forth in the Special Conditions shall not be construed to relieve the Contractor from liability in excess of such coverage, nor shall it limit Contractor's indemnification obligations to the District, and shall not preclude the District from taking such other actions available to the District under other provisions of the Contract Documents or law.

- b. Contractor shall make certain that any and all subcontractors hired by Contractor are insured in accordance with this Contract. If any subcontractor's coverage does not comply with the foregoing provisions, Contractor shall indemnify and hold the District harmless from any claim, damage, loss, cost, or expense, including attorneys' fees, incurred by the District as a result thereof.
- c. Company or companies providing insurance coverage shall be acceptable to the District and authorized to conduct business in the State of California.
- d. All general liability policies provided pursuant to the provisions of this Article shall comply with the provisions of Article 33 below.
- e. All general liability policies shall be written to apply to all bodily injury, including death, property damage, personal injury, owned and non-owned equipment, blanket contractual liability, completed operations liability, explosion, collapse, underground excavation, removal of lateral support, and other covered loss, however occasioned, occurring during the policy term, and shall specifically insure the performance by Contractor of that part of the indemnification contained in Article 33 hereof, relating to liability for injury to or death of persons and damage to property. If the coverage contains one or more aggregate limits, a minimum of 50% of any such aggregate limit must remain available at all times; if over 50% of any aggregate limit has been paid or reserved, the District may require additional coverage to be purchased by Contractor to restore the required limits. Contractor may combine primary, umbrella, and as broad as possible excess liability coverage to achieve the total limits indicated above. Any umbrella or excess liability policy shall include the additional insured endorsement described in Article 33 below.

Article 30. AUTOMOBILE LIABILITY INSURANCE

Contractor shall take out and maintain at all times during the term of this Contract Automobile Liability Insurance in the amount set forth in the Special Conditions. Such insurance shall provide coverage for bodily injury and property damage including coverage for non-owned and hired vehicles, in a form and with insurance companies acceptable to the District. Such insurance shall comply with the provisions of Article 33 below.

Article 31. BUILDER'S RISK [FIRE; "ALL RISK"]

Builder's Risk [Fire; "All Risk"] extended coverage insurance policy shall be provided by the Owner. The Grossmont – Cuyamaca Community College District on all work, material, equipment, appliances and structures which are a part of the Contract and subject to loss or damage by fire, vandalism and malicious mischief, in an amount to cover 100% of the replacement cost. The District accepts all responsibility until the Contract is formally accepted by the Governing Board for the work. District provided Builder's Risk Insurance Policy does not include coverage for Contractor's tools or equipment. That coverage must be provided by the Contractor.

Article 32. PROOF OF CARRIAGE OF INSURANCE

- a. Contractor shall, as soon as practicable following the placement of insurance required hereunder, but in no event later than the effective date of the Contract, deliver to the District certificates of insurance evidencing the same, together with appropriate separate endorsements thereto, evidencing that Contractor has obtained such coverage for the period of the Contract. Contractor shall deliver certified copies of the actual insurance policies specified herein, within thirty days after commencement of work. Thereafter, copies of renewal policies, or certificates and appropriate separate endorsements thereof, shall be delivered to the District within thirty (30) calendar days prior to the expiration of the term of any policy required herein. Contractor shall permit the District at all reasonable times to inspect any policies of insurance of Contractor which Contractor has not delivered to the District.
- b. Certificates and insurance policies shall include the following clause:
 - 1) This policy shall not be canceled or reduced in required limits of liability or amounts of insurance until notice has been mailed to the District stating date of cancellation, reduction or other adverse change respecting such insurance. The date of cancellation, reduction or adverse change may not be less than thirty (30) calendar days after date of mailing notice."
- c. Any notice required to be sent pursuant to this Article shall be to the District's address as shown in the Notice to Contractors Calling for Bids.
- d. Certificates of insurance shall state in particular those insured, extent of insurance, location and operation to which insurance applies, expiration date, and cancellation and reduction notice. All Certificates of Insurance provided by Contractor shall name the District, the Program Manager and Architect, and Program Manager's and Architect's consultants as additional insureds.
- e. The coverage afforded by the additional insured endorsement described in paragraph (d) above, shall apply as primary insurance, and any other insurance maintained by the District owner, the members of the District's Board of Education, or its officers, agents, employees and volunteers, or any self-funded

program of the District, shall be in excess only and not contributing with such coverage. This coverage must be given via ISO endorsement CG 2010 (11/85 ed.) or insurer's equivalent for coverage as respects: liability arising out of activities performed by or on behalf of the Contractors; products and completed operations of the Contractor; premises owned, occupied or used by the Contractor; or automobiles owned, leased, hired or borrowed by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the District, its board of trustees, directors, officers, employees, agents or authorized volunteers.

- f. Insurance carriers shall be qualified to do business in California and maintain an agent for service of process within the State. Such insurance carriers shall have not less than an "A" policy holder's rating and a financial rating of not less than "Class VII" according to the latest Best's Key Rating Guide unless otherwise approved by the District.
- g. After receiving written Notice of Cancellation of Insurance, Contractor shall have ten (10) calendar days to provide other policies of insurance similar to the canceled policies and acceptable insurance. If such replacement coverage is not provided, the District may secure insurance at the Contractor's expense.
- h. Nothing contained in the insurance requirements shall be construed as limiting the extent of the Contractor's responsibility for payment of damages resulting from operations under this Contract.
- i. Contractor's failure to procure the insurance specified herein, or failure to deliver certified copies or appropriate certificates of such insurance, or failure to make the premium payments required by such insurance, shall constitute a material breach of the Contract, and the District may, at its option, terminate the Contract for any such default by Contractor.
- j. The requirements as to the types and limits of insurance coverage set forth herein and in the Special Conditions to be maintained by the Contractor, and any approval of said insurance by the District or its insurance Contractor(s), are not intended to and shall not in any manner limit or qualify the liabilities and obligations otherwise assumed by the Contractor pursuant to the Contract, including, but not limited to, the provisions concerning indemnification.
- k. The District shall retain the right at any time to review the coverage, form, and amount of insurance required herein and may require Contractor to obtain insurance reasonably sufficient in coverage, form and amount to provide adequate protection against the kind and extent of risk which exists at the time a change in insurance is required.
- l. All deviations from the contractual insurance requirements stated herein must be approved in writing by the District's risk manager.
- m. Included in any policy or policies of liability insurance provided by Contractor hereunder, except

Workers' Compensation Insurance, shall be a standard waiver of rights of subrogation against the District, its Representatives, or Agents, by the insurance company issuing said policy or policies.

- n. If coverage is written on a "claims made" basis, the Certificate of Insurance shall clearly so state. In addition to the coverage requirements specified above, such policy shall provide that:
 - 1) The policy retroactive date coincides with or precedes Contractor's commencement of work under the Contract (including subsequent policies purchased as renewals or replacements).
 - 2) Contractor will make every effort to maintain similar insurance during the required extended period of coverage following expiration of the Contract, including the requirement of adding all additional insureds.
 - 3) If insurance is terminated for any reason, Contractor shall purchase an extended reporting provision of at least two years to report claims arising in connection with the Contract.
- o. The policy allows for reporting of circumstances or incidents that might give rise to future claims.
- p. Contractor shall notify the District in writing of the amount, if any, of self-insured retention provided under the General Liability coverage, with a maximum limit of \$25,000. The District may approve higher retention amounts, based upon review of documentation submitted by Contractor. Such review shall take into consideration Contractor's net worth and reserves for payment of claims of liability against Contractor, which must be sufficient to adequately compensate for the lack of other insurance coverage required hereunder.

Article 33. 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 therefrom.
- 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 34. PERSONAL LIABILITY

Neither the District, the District's Representative, the Engineer, Program Manager, Architect, Consultants nor any other director, officer or authorized assistant or agent of the District, the District's Representative, or the Engineer, Program Manager, Architect or Consultants shall be personally responsible for any liability arising under the Contract.

Article 35. LAWS AND REGULATIONS

- a. Contractor shall give all notices and comply with all laws, ordinances, rules, and regulations bearing on conduct of work as indicated and specified. If Contractor observes that drawings and specifications are at variance therewith, he shall promptly notify the Program Manager in writing and any necessary changes shall be adjusted as provided for in this Contract for changes in work. If Contractor performs any work knowing it to be contrary to such laws, ordinances, rules and regulations, and without such notice to the Program Manager, he shall bear all costs arising therefrom.
- b. Contractor shall be responsible for familiarity with the Americans with Disabilities Act ("ADA") (42 USC §12101 et seq.). Installations of equipment and other devices shall be in compliance with ADA regulations.

Article 36. PERMITS AND LICENSES

Permits and licenses necessary for prosecution of work shall be secured and paid for by Contractor, unless otherwise specified.

Article 37. INSPECTION FEES FOR PERMANENT UTILITIES

All inspection fees and other municipal charges for permanent utilities including, but not limited to, sewer, electrical, phone, gas, water, and irrigation shall be paid for by the District. Contractor shall be responsible for arranging the payment of such fees, but inspection fees and other municipal fees relating to permanent utilities shall be paid by the District. Contractor may either request reimbursement from the District for such fees, or obtain the funds from the District prior to paying such fees.

Article 38. EASEMENTS

Easements for permanent structures or permanent changes in existing facilities shall be secured and paid for by the District, unless otherwise specified.

Article 39. SURVEYS

Surveys to determine location of property lines and corners will be supplied by the District. Surveys to determine locations of construction, grading, and site work shall be provided by Contractor.

Article 40. EXCISE TAXES

If under federal excise tax law any transaction hereunder constitutes a sale on which a federal excise tax is imposed and the sale is exempt from such excise tax because it is a sale to a state or local government for its exclusive use, the District, upon request, will execute a certificate of exemption which will certify (1) that the District is a political subdivision of the state for the purposes of such exemption and (2) that the sale is for the exclusive use of the District. No excise tax for such materials shall be included in any bid price.

Article 41. PATENTS, ROYALTIES, AND INDEMNITIES

The Contractor shall indemnify, defend and hold harmless the District and its Board Members, officers, agents, and employees harmless from liability of any nature or kind, including cost and expense, for or on account of any patented or unpatented invention, process, article, or appliance manufactured or used in the performance of this Contract, including its use by the District, unless otherwise specifically stipulated in the Contract Documents.

Article 42. MATERIALS

- a. Except as otherwise specifically stated in this Contract, Contractor shall provide and pay for all materials, labor, tools, equipment, water, lights, power, transportation, superintendence, temporary constructions of every nature, and all other services and facilities of every nature whatsoever necessary to execute and complete this Contract within specified time.
- b. Unless otherwise specified, all materials shall be new and the best of their respective kinds and grades as noted and/or specified, and workmanship shall be of good quality.
- c. Materials shall be furnished in ample quantities and at such times as to insure uninterrupted progress of work and shall be stored properly and protected as required. Contractor shall be entirely responsible for damage or loss by weather or other causes to materials or work under this Contract.
- d. No materials, supplies, or equipment for work under this Contract shall be purchased subject to any chattel mortgage or under a conditional sale or other agreement by which an interest therein or in any part thereof is retained by seller or supplier. Contractor warrants good title to all material, supplies, and equipment installed or incorporated in work and agrees upon completion of all work to deliver premises, together with all improvements and appurtenances constructed or placed thereon by him, to the District free from any claims, liens, or charges. He further agrees that neither he nor any person, firm, or corporation furnishing any materials or labor for any work covered by this Contract shall have any right to lien upon premises or any improvement or appurtenance thereon, except that Contractor may install metering devices or other equipment of utility companies or of political subdivisions title to which is commonly retained by utility company or political subdivision. In event of installation of any such metering device or equipment, Contractor shall advise the District as to

the owner thereof. Nothing contained in this Article, however, shall defeat or impair right of persons furnishing material or labor under any bond given by Contractor for their protection or any rights under any law permitting such persons to look to funds due Contractor in hands of the District, and this provision shall be inserted in all subcontracts and material contracts and notice of its provisions shall be given to all persons furnishing material for work when no formal contract is entered into for such material.

- e. Materials shall be stored on the premises in such manner so as not to interfere with the work and so that no portion of the structure shall be overloaded.
- f. Materials or work required or necessary to be tested shall be tested under supervision of, as directed by and at such places as may be convenient to the District and/or the District's Representatives. The required testing of all structural materials shall be done by an approved testing laboratory as pursuant to Article 70, herein

Article 43. SUBSTITUTIONS

- a. For purposes of this provision the term "substitution" shall mean the substitution of any material, process or article that is substantially equal or better in every respect to that so indicated or specified in the specifications.
- b. Whenever in specifications any material, process, or article is indicated or specified by grade, patent, or proprietary name or by name of manufacturer, such specifications shall be deemed to be used for the purpose of facilitating the description of the material, process or article desired and shall be deemed to be followed by words "or equal." Bidders may, unless otherwise stated, offer for substitution any material, process or article which shall be substantially equal or better in every respect to that so indicated or specified. However, the District has adopted certain uniform standards for certain materials, processes and articles. If any material, process or article offered for substitution by bidders is not, in the opinion of the Architect and the District, substantially equal or better in every respect to that specified, bidders shall furnish the material, process or article specified. The burden of proof as to the equality of any material, process or article shall rest with the bidders.
- c. Bidders shall submit requests together with substantiating data for substitution of any "or equal" material, process or article no later than nine (9) business days prior to the bid opening. Provisions authorizing submission of "or equal" substitution justification data shall not in any way authorize an extension of time for performance of this Contract. Furthermore, if a proposed "or equal" substitution request is rejected, a bidder shall be responsible for including the specified material, process or article in its bid. The District shall not be responsible for any costs of bidders associated with "or equal" substitution requests. The District has the complete and sole discretion to determine if a material, process

or article is an "or equal" material, process or article that may be substituted.

- d. For purposes of subdivision (c) above, data required to substantiate requests for substitutions of an "or equal" material, process or article data shall include a signed affidavit from the Contractor stating that the substituted "or equal" material, process or article is equivalent to that specified in the specification in every way except as listed on the affidavit. Substantiating data shall also include any and all illustrations, specifications, and other relevant data including catalogue information which describes the requested substituted "or equal" material, process or article and substantiates that it is an "or equal" to the material process or article specified. In addition, the submittal documentation must also include a statement of the cost implications of the substitution being requested stating whether and why the substitution of the "or equal" material, process or article will reduce or increase the Contract Price. The substantiating data must also include information regarding the durability and lifecycle cost of the requested substituted "or equal" material, process or article. Failure to submit all the needed substantiating data, including the signed affidavit, to the Program Manager in a timely fashion so that the substitution can be adequately reviewed may result in the rejection of the proposed substitution. The Program Manager and Architect are not obligated to review multiple substitution submittals for the same product or item due to the Contractor's failure to submit a complete package initially.
- e. Time limitations in this Article must be complied with strictly and in no case will an extension of time for completion be granted because of Contractor's failure to request the substitution of an alternative item at the times and manner set forth herein in subdivision (c). Further, the Contractor shall bear the costs of all engineering work associated with the review of submittals for substitution of equals.
- f. In event Contractor furnishes material, process, or article more expensive than that specified, the difference in cost of such material, process, or article so furnished shall be borne by Contractor.

Article 44. SHOP DRAWINGS

- a. Contractor shall check and verify all field measurements and shall submit with such promptness as to cause no delay in his own work or in that of any other contractor, subcontractor, Program Manager, Architect, other independent contractor or worker on the Project, five (5) copies of all shop or setting drawings, schedules, and materials list, and all other submittals in accordance with other provisions of the Contract required for the work of various trades. Contractor shall sign all submittals affirming that submittals have been reviewed and approved by Contractor prior to submission to Program Manager. Each signed submittal shall affirm that the submittal meets all the requirements of the Contract Documents except as specifically and clearly noted and listed on the cover sheet of the submittal.

- b. Contractor shall advise the District immediately, if Program Manager and/or Architect have not checked and approved with reasonable promptness, such schedules and drawings for conformance with design concept of Project and compliance with information given in the Contract Documents. Contractor shall make any corrections required by the Architect, and file with the Program Manager five (5) corrected copies each, and furnish such other copies as may be needed for construction. Architect's approval of such drawings or schedules also shall not relieve Contractor from responsibility for deviations from drawings or specifications unless Contractor has in writing called Program Manager's attention to such deviations at time of submission and has secured the Architect's written approval. Architect's approval of such drawings and schedules shall not relieve Contractor from responsibility for errors in shop drawings or schedules. For purposes of this Article "reasonable promptness" shall mean such reasonable promptness as to cause no delay in the work or in the activities of the District, Contractor or separate contractors, while allowing sufficient time in the Program Manager and Architect's professional judgment to permit adequate review. In contracts in excess of \$1 million, "reasonable promptness" shall mean such reasonable promptness as to not affect the critical path.

Article 45. SUBMITTALS

- a. Contractor shall furnish for approval, within seven (7) calendar days following award of Contract a log of all samples, material lists and certifications, mix designs, schedules, and other submittals, as required in specifications. Such log shall indicate whether samples will be provided as specified and in accordance with other provisions of this Contract.
- b. Contractor will provide samples and submittals, together with catalogs and supporting data required by the Architect to the Program Manager within a reasonable time period so as not to cause delays on the Project.
- c. This provision shall not authorize any extension of time for performance of this Contract. Architect will check and approve such samples, only for conformance with design concept of work and for compliance with information given in the Contract Documents. Work shall be in accordance with approved samples. Architect's action will be taken within fourteen (14) calendar days after receiving such samples and submittals. If in the Program Manager's and/or Architect's professional judgment fourteen (14) calendar days is an insufficient amount of time to permit adequate review, Program Manager shall, within the initial fourteen (14) calendar days period, notify the Contractor, with a copy to the Inspector and the District, of the amount of time that will be required to respond.
- d. If the Architect's response results in a change in the Project, then such change shall be effected by a written change order.

Article 46. COST BREAKDOWN AND PERIODICAL ESTIMATES

- a. Contractor shall furnish on forms approved by the District:
 - 1) Within seven (7) calendar days of award of Contract a detailed estimate giving a complete breakdown of Contract Price; and
 - 2) A periodical itemized estimate of work done for the purpose of making partial payments thereon;
 - 3) Within ten (10) calendar days of award of contract, contractor shall provide a schedule of estimated monthly payments which shall be updated and submitted monthly with payment applications.
- b. Values employed in making up any of these schedules will be used only for determining basis of partial payments and will not be considered as fixing a basis for additions to or deductions from Contract Price.

Article 47. PAYMENTS

- a. Each month within thirty (30) calendar days after receipt of an undisputed and properly submitted payment request, there shall be paid to Contractor a sum equal to ninety five-percent (95%) of the value of work performed up to the last day of the previous month, less the aggregate of previous payments. Monthly payments shall be made only on the basis of monthly estimates which shall be prepared by Contractor on a form approved by the District and filed with the District before the fifth day of the month during which payment is to be made. Work completed as estimated shall be an estimate only and no inaccuracy or error in said estimate shall operate to release Contractor or any bondsman from damages arising from such work or from enforcing each and every provision of this Contract and the District shall have the right subsequently to correct any error made in any estimate for payment. Contractor shall provide all conditional and unconditional waivers and releases prior to Gafcon processing requisitions for payments. District will accept unconditional lien release from prior month pay application along with current month conditional lien release. Contractor shall collect all lien releases from subcontractors, which may be requested by the District. First tier subcontractors shall provide both conditional and unconditional lien releases on all progress payments and final payments, regardless if they have filed a 20-day preliminary notice or not. Second tier subcontractors and suppliers are required to provide both conditional and unconditional lien releases throughout the construction process, if they previously filed the 20-day preliminary notice. District will accept unconditional lien release from prior month pay application along with current month conditional lien release. Contractor shall not be entitled to have any payment estimates processed or be entitled to have any payment made for work performed so long as any lawful or proper direction concerning work, or any portion thereof given by the District, Program Manager and/or Architect shall remain uncompleted with.
- b. The final retention payment of five percent (5%) of the value of work done under this Contract, if unencumbered, shall be made within sixty (60) calendar days after the date of completion of the work, provided however, that in the event of a dispute between the District and the Contractor, the District may withhold from the final payment an amount not to exceed one hundred and fifty percent (150%) of the disputed amount. Completion means any of the following as provided by Public Contract Code section 7107:
 - 1) The occupation, beneficial use, and enjoyment of a work of improvement, excluding any operation only for testing, startup, or commissioning, by the public agency, or its agent, accompanied by cessation of labor on the work of improvement.
 - 2) The acceptance by the public agency, or its agent, or the work of improvement.
 - 3) After the commencement of a work of improvement, a cessation of labor on the work of improvement for a continuous period of 100 calendar days or more, due to factors beyond the control of the Contractor.
 - 4) After the commencement of a work of improvement, a cessation of labor on the work of improvement for a continuous period of 30 calendar days or more, if the public agency files for record a notice of cessation or a notice of completion.
- c. This Contract is subject to the provisions of Public Contract Code section 7107.
- d. For purposes of this Contract, the acceptance by the District means acceptance made only by an action of the governing body of the District in session. Acceptance by Contractor of said final payment shall constitute a waiver of all claims against the District arising from this Contract. At any time after fifty percent (50%) of the work has been completed, if the District, by action of its governing body, finds that satisfactory progress is being made, the District may make any of the remaining payments in full for actual work completed or may withhold any amount up to five percent (5%) thereof as the District may find appropriate based on the Contractor's progress.
- e. **Final Payment.** The District shall, after the satisfactory completion of the work, make a final estimate of the amount of Work done thereunder and the value of said work, and the District shall pay the entire sum so found to be due after deduction therefrom all previous payments and all amounts to be retained under the provisions of the Contract Documents, provided that a release of liens and claims has been received from the Contractor pursuant to Civil Code Section 3262. All prior partial estimates and payments shall be subject to correction in the final estimate and payment. The final payment shall not be due and payable until the expiration of thirty-five (35) calendar days from the date of acceptance of the work by the District, which acceptance shall be by formal action of the Board of Education.

No certificate given or payments made under the Contract, except the final certificate or final payment shall be evidence of the performance of the Contract, either wholly or in part, and no payment shall be construed to be an acceptance of any defective work or improper materials.

- f. Whenever any part of the work is in a condition suitable for use, and the best interest of the District requires such use, the District may take possession of, connect to, open for public use, or use a part thereof. When so used, maintenance and repairs due to ordinary wear and tear or vandalism will be made at District's expense. The use by the District as contemplated in this Article shall in no case be construed as constituting acceptance of the work or any part thereof. Such use shall neither relieve the Contractor of any of his responsibilities under the Contract nor act as a waiver by the District of any of the conditions thereof. Contractor shall continue to maintain all insurance, including Builder's Risk insurance, on the Project.

Article 48. PAYMENTS WITHHELD

- a. In addition to amounts which the District may retain under any and all other Articles in this Contract including those entitled "Payments," and "Time for Completion and Liquidated Damages," the District may withhold a sufficient amount or amounts of any payment or payments otherwise due to Contractor, as in his judgment may be necessary to cover:
- 1) Payments which may be past due and payable for just claims against Contractor or any subcontractors for labor or materials furnished in and about the performance of work on the Project under this Contract.
 - 2) Defective work not remedied.
 - 3) Failure of Contractor to make proper payments to his subcontractor or for material or labor.
 - 4) Completion of the Contract if there exists a reasonable doubt that the work can be completed for balance then unpaid.
 - 5) Damage to another Contractor.
 - 6) Amounts which may be due the District for just claims against Contractor.
 - 7) Failure of Contractor to keep the record ("as-built") drawings up to date.
 - 8) Failure to provide update on construction schedule as required by Article 9 hereof. When the above grounds are removed, payment shall be made for amounts withheld because of them.
 - 9) Site cleanup.
- b. The District may apply such withheld amount or amounts to payment of such claims or obligations at its discretion with the exception of subsections (a)(1), (3), and (5) of this Article, which must be retained or applied in accordance with applicable law. In so doing, the District shall be deemed the agent of Contractor and any payment so made by the District shall be considered as a payment made under

contract by the District to Contractor and the District shall not be liable to Contractor for such payments made in good faith. Such payments may be made without prior judicial determination of claim or obligations. The District will render Contractor a proper accounting of such funds disbursed on behalf of Contractor.

Article 49. CHANGES AND EXTRA WORK

- a. **Changes In Work.** The District, without invalidating the Contract, and as provided by law, may order extra work or make changes by altering, adding to, or deducting from work, the Contract sum being adjusted accordingly. All such work shall be subject to prevailing wage rates and shall be executed under the conditions of the original contract except that any claim for extension of time caused thereby shall be adjusted at the time of ordering such change. Wage rates for labor shall not exceed the prevailing wage rates in the locality of the Site and shall be in the labor classification(s) necessary for the performance of the Change. Use of a labor classification, which would increase labor costs associated with any Change, shall not be permitted. Labor costs shall exclude costs incurred by the Contractor in preparing estimate(s) of the costs of the Change, in the maintenance of records relating to the costs of the Change or the supervision and other overhead and general conditions costs associated with the Change or performance thereof.
- b. In giving instructions, Contractor agrees that the Program Manager and Architect, together, shall have authority to make minor changes in work, not involving change in cost, and not inconsistent with the purposes or approvals of the Project. Otherwise, except in an emergency endangering life or property, no extra work or change shall be made unless pursuant to a written order from the District, and no claim for an addition to the Contract sum shall be valid unless so ordered. If the Contractor is delayed in completing the work by reason of any change made pursuant to this Article, the time for completion of the Work shall be extended by change order for a period commensurate with such delay. The Contractor shall not be subject to any claim for liquidated damages for this period of time.
- c. **Unforeseen Conditions.** Contractor shall provide the District's Construction with notice of unforeseen conditions immediately upon discovery of such conditions.
- d. Value of any such extra work, change, or deduction shall be determined at the discretion of the District, in consultation with the Program Manager and Architect, in one or more of the following ways:
- 1) By acceptable lump sum proposal from Contractor with itemization as required by the Program Manager.
 - 2) By unit prices contained in Contractor's original bid and incorporated in the Contract Documents or fixed by subsequent agreement between the District and Contractor.

- 3) By the actual cost of material and labor, which shall not exceed prevailing wage rates, and a percentage for overhead and profit. The following form shall be followed as applicable for additions and deductions to the Contract:
- (a) Material (attach itemized quantity and unit cost plus sales tax) _____
 - (b) Labor (total labor cost per hours completed and submitted per Exhibit I – Wage Rate Worksheet – to provide itemized hours and base rates from identified prevailing wage rate schedules) _____
 - (c) Insurance (Commercial General Liability and Property Damage Insurance, Workers' Compensation Insurance) _____
 - (d) Subtotal _____
 - (e) Subcontractor's overhead and profit as defined in Article 49 (h), below, not to exceed 15% of Item (d) (if applicable) _____
 - (f) Subtotal _____
 - (g) Contractor's Overhead and Profit, as defined in Article 49 (h), below, not to exceed 5% of Item (f) for work performed by subcontractor, or 15% if performed by Contractor _____
 - (h) Subtotal _____
 - (i) Bond Premium, not to exceed 1% of Item (h) _____
 - (j) Total _____
- e. Regardless of whether the cost of the change order is determined pursuant to 1, 2, or 3, above, in addition to the cost of the material and labor for deleted items, Contractor shall credit back overhead mark-up and the bonding mark up for deleted items at the time of the request for changes and extra work.
- f. Should Contractor claim that any instruction, request, drawing, specification, action, condition, omission, default, or other situation (i) obligates the District to pay additional compensation to the Contractor; or (ii) obligates the District to grant an extension of time for the completion of the Contract; or (iii) constitutes a waiver of any provision in the Contract, CONTRACTOR SHALL NOTIFY THE DISTRICT, IN WRITING, OF SUCH CLAIM AS SOON AS POSSIBLE, BUT IN NO EVENT WITHIN MORE THAN FIVE (5) WORKING DAYS FROM THE DATE CONTRACTOR HAS ACTUAL OR CONSTRUCTIVE NOTICE OF THE CLAIM. CONTRACTOR SHALL ALSO

PROVIDE DISTRICT WITH SUFFICIENT WRITTEN DOCUMENTATION SUPPORTING THE FACTUAL BASIS OF THE CLAIM including in the documentation items d(3)a-j described in this Article 49 above. Contractor shall be required to certify under penalty of perjury the validity and accuracy of any claims submitted. The Contractor's failure to notify the District within such five (5) working day period shall be deemed a waiver and relinquishment of the claim against the District. If such notice be given within the specified time, the procedure for its consideration shall be as stated above in this Article.

- g. All costs associated with the change are to be included in the change order proposal to the Program Manager. Costs may be in terms of time, money or both.
- h. **Overhead and Profit.** The term "overhead and profit" for the Contractor and any subcontractors shall be considered to include insurance other than mentioned in Article 49(d) above, field and office supervisors and assistants, watchman, use of small tools, consumables, and general field and home office expenses, and no separate allowance will be made therefore.

Article 50. DEDUCTIONS FOR UNCORRECTED WORK

If the District in consultation with the Program Manager and Architect deems it inexpedient to correct work injured or not done in accordance with the Contract, an equitable deduction from the Contract Price shall be made therefore.

Article 51. PAYMENTS BY CONTRACTOR

Contractor shall pay:

- a. For all transportation and utility services not later than the 20th day of the calendar month following that in which such services are rendered,
- b. For all materials, tools, and other expendable equipment to the extent of ninety five-percent (95%) of cost thereof, not later than the 20th day of the calendar month following that in which such materials, tools, and equipment are delivered at site of Project and balance of cost thereof not later than the 30th day following completion of that part of work in or on which such materials, tools, and equipment are incorporated or used, and
- c. To each of his subcontractors, not later than the 7th day following each payment to Contractor, the respective amounts allowed Contractor on account of work performed by respective subcontractor to the extent of such subcontractor's interest therein.

Article 52. CONTRACTOR'S SUPERVISION

- a. Unless personally present on the premises where work is being done, Contractor shall keep on the work, during its progress, a competent full-time job (project) superintendent satisfactory to the District's Program Manager. The job superintendent shall not be changed except with consent of the District unless the job superintendent proves to be unsatisfactory to

Contractor and ceases to be in his employ. The job superintendent shall represent Contractor in his absence and all directions given to him shall be as binding as if given to Contractor. Other directions shall be so confirmed on written request in each case.

- b. Contractor shall give efficient supervision to work, using his best skill and attention to control safety and job coordination. He shall carefully study and compare all drawings, specifications, and other instructions and shall at once report to the Program Manager of any error, inconsistency or omission which he may discover.

Article 53. DISTRICT'S INSPECTOR

- a. One or more Inspectors employed by District in accordance with requirements of Title 19, 21 and/or 24 of the California Code of Regulations will be assigned to the work. His duties are specifically defined in the California Code of Regulations.
- b. Inspector shall have access to all plant operations involving work under this Contract and shall be provided reasonable advance notice of the time and place of operations which the Inspector desires to observe. Inspector shall be provided with all necessary samples of materials and work for testing purposes. All work shall be under the observation of said Inspector. He shall have free access to any or all parts of work at any time. Contractor shall furnish Inspector reasonable facilities for obtaining such information as may be necessary to keep him fully informed respecting progress and manner of work and character of materials. Inspection of work shall not relieve Contractor from any obligation to fulfill this Contract. Inspector, after consultation with the Program Manager and Architect, together, shall have authority to stop work whenever the provisions of the Contract Documents are not being complied with and Contractor shall instruct his employees accordingly. In addition, the Inspector may stop any work which poses a probable risk of harm to persons or property. The Contractor shall instruct its employees, subcontractors, material and equipment suppliers, etc. accordingly.

Article 54. INSPECTOR'S FIELD OFFICE

- a. For Projects using Multiple Trade Contractors, the Program Manager shall provide for the use of the Inspector a separate trailer or temporary private office of not less than 400 square feet of floor area to be located as directed by Inspector and to be maintained until removal is authorized by the District or the District's Representative. If the Project utilizes a Prime Contractor, the Prime Contractor shall be responsible for providing the Inspector's field office. The Office shall be of substantial waterproof construction with adequate natural light and ventilation by means of stock design windows. Door shall have a key-type lock or padlock hasp. The Inspector's field office shall have heating and air-conditioning and shall be equipped with a telephone, a telephone answering machine, and a fax machine at Contractor's expense.

- b. A table satisfactory for the study of plans and two chairs shall be provided by Contractor. Contractor shall provide and pay for adequate electric lights, local telephone service, and adequate heat and air conditioning for the field office until authorized removal.
- c. The provisions of this section are intended to be complementary to any requirements provided elsewhere in these Contract Documents, however in the event of conflicts between this section and other provisions of these Contract Documents, this section shall prevail.

Article 55. DOCUMENTS ON WORK

- a. Contractor shall keep one copy of all Contract Documents, including addenda, change orders, Division I, Title 21 of the California Code of Regulations (Building Standards Administrative Code), Title 24 of the California Code of Regulations, and the prevailing wage rates applicable at the time of the Contract, the Uniform Building Code and any other laws, rules or regulations governing building standards for public school/community college construction, which by this reference is a part of the Contract Documents, on job at all times. Said documents shall be kept in good order and available to both the Program Manager and the Architect and their representatives. Contractor shall be acquainted with and comply with the provisions of said these laws, rules or regulations as they relate to this Project. Contractor shall also be acquainted with and comply with all California Code of Regulations provisions relating to this Project, particularly Titles 17, 19, 21 and 24.)
- b. Contractor shall also make available all books, records, accounts, contracts, bids, etc. upon request of the District.

Article 56. RECORD ("AS BUILT") DRAWINGS

- a. Contractor shall maintain a clean, undamaged set of contract drawings and shop drawings. In addition to maintaining one complete set of record drawings (herein referred to as "as-builts"), Contractor shall require each trade to do its own as-builts. The trade as-builts shall contain information showing clean and clear drawings with horizontal and vertical controls suitable for conversion to electronic media. Graphic quality must be equal to clean and clear original drawings. Adequacy of the drawings shall be determined by the District's representative or architect. Contractor shall mark the set to show the actual installation where the installation varies from the work as originally shown. Contractor shall mark whichever drawings are most capable of showing conditions fully and accurately where shop drawings are used, record a cross-reference at the corresponding location on the contract drawings. Contractor shall give particular attention to concealed elements that would be difficult to measure and record at a later date. Contractor shall use colors to distinguish variations in separate categories of the work.
- b. Contractor shall note related change order numbers where applicable. Contractor shall organize record

drawings sheets into manageable sets, bound with durable paper cover sheets and shall print suitable title, dates and other identification on the cover of each set.

- c. At the end of the Project, the Contractor shall provide the District Representative with a complete set of as-built drawings. The complete set shall contain information showing clean and clear drawings with horizontal and vertical controls suitable for conversion to electronic media. Graphic quality must be equal to clean and clear original drawings; adequacy of the drawings shall be determined by the District's representative or architect. The as-builts must show the entire site for each major trade, including but not limited to water, sewer, electrical, data, telephone, cable, fire alarm, gas and plumbing.

Article 57. UTILITY USAGE

- a. All temporary utilities, including but not limited to electricity, water, gas, and telephone used on work shall be furnished and paid for by Contractor. Contractor shall furnish and install necessary temporary distribution systems, including meters, if necessary, from distribution points to points on site where utility is necessary to carry on the work. Upon completion of work, Contractor shall remove all temporary distribution systems.
- b. Contractor shall provide necessary and adequate utilities and pay all costs for water, electricity, gas, oil, and sewer charges required for completion of the Project.
- c. All permanent meters installed shall be listed in the Contractor's name until completion occurs, as defined in Article 6 hereof, at which time further prorating will be determined if necessary. When the District begins using the Project, charges over and above power actually used for construction will be the responsibility of the District.
- d. If the Contract is for construction in existing facilities, Contractor may, with written permission of the District, use the District's existing utilities by making prearranged payments to the District for utilities used by Contractor for construction.

Article 58. SANITARY FACILITIES

The Contractor shall provide sanitary temporary toilet buildings for the use of all workers, as directed by the Program Manager. All toilets shall comply with local codes and ordinances. Toilets shall be kept supplied with toilet paper and shall have workable door fasteners. Toilets shall be serviced no less than once weekly and shall be present in a quantity of not less than 1 per 20 workers or otherwise as required by CAL-OSHA regulation. The building shall be maintained in a sanitary condition at all times and shall be left at the site until the Inspector directs removal. Use of toilet facilities in the work under construction shall not be permitted except by approval of the Program Manager.

Article 59. TRENCHES

- a. **Trenches Five Feet or More in Depth.** If the Contract Price exceeds \$25,000, the Contractor shall

submit to the District's Construction, for acceptance, in advance of excavation, a detailed plan showing the design of shoring, bracing, sloping or other provisions to be made for worker protection from the hazard of caving ground during the excavation of any trench or trenches five feet or more in depth. The plan shall be prepared by a registered civil or structural engineer. As part of the plan, a note shall be included stating that the registered civil or structural engineer certifies that the plan complies with CAL-OSHA Construction Safety Orders, or stating that the registered civil or structural engineer certifies that the plan is not less effective than the shoring, bracing, sloping, or other provisions of the Safety Orders.

- 1) All shoring submittal shall include surcharge loads from adjacent embankments, construction loads and spoil bank. Submittal shall indicate minimum horizontal distance from top of trench to edge of all surcharge loads for all cases of shoring and side slopes.
- 2) Nothing in this Article shall relieve Contractor of the full responsibility for providing shoring, bracing sloping, or other provisions adequate for worker protection. If such plan varies from the shoring system standards established by the Construction Safety Orders, the plan shall be prepared by a registered civil or structural engineer. No excavation of such trench or trenches shall be commenced until said plan has been accepted by the District or the person to whom authority to accept has been delegated by the District.
- b. **Excavations Deeper than Four Feet.** If work under this Contract involves digging trenches or other excavation that extends deeper than four feet below the surface, Contractor shall promptly, and before the following conditions are disturbed, notify the District's Program Manager, in writing, of any:
 - 1) Material that the Contractor believes may be material that is hazardous waste, as defined in Section 25117 of the Health and Safety Code, that is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law.
 - 2) Subsurface or latent physical conditions at the site differing from those indicated.
 - 3) Unknown physical conditions at the site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract.

District or District's Representatives shall promptly investigate the conditions, and if it finds that the conditions do so materially differ, or do involve hazardous waste, and cause a decrease or increase in Contractor's cost of, or the time required for, performance of any part of the work, shall issue a change order under the procedures described in the Contract.

In the event that a dispute arises between the District or District's Representative and the Contractor as to

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

Article 60. REGIONAL NOTIFICATION CENTER - EXCAVATIONS

- a. Contractor, except in an emergency, shall contact the appropriate regional notification center at least two working days prior to commencing any excavation if the excavation will be conducted in an area or in a private easement which is known, or reasonably should be known, to contain subsurface installations other than the underground facilities owned or operated by the District, and obtain an inquiry identification number from that notification center. No excavation shall be commenced and carried out by the Contractor unless such an inquiry identification number has been assigned to the Contractor or any subcontractor of the Contractor and the District or the District's Representatives has been given the identification number by the Contractor.
- b. Emergency shall be defined as a sudden, unexpected occurrence, involving a clear and imminent danger, demanding immediate action to prevent or mitigate loss of, or damage to, life, health, property, or essential public services. Emergency includes such occurrences as fire, flood, earthquake, or other soil or geologic movements, as well as such occurrences as riot, accident, or sabotage (Government Code Section 4216).
- c. Subsurface installation means any underground pipeline, conduit, duct, wire, or other structure operated or maintained in or across a public street or public right of way (Government Code Section 4216).

Article 61. PROTECTION OF WORK AND PROPERTY

- a. The Contractor shall be responsible for all damages to persons or property that occur as a result of his fault or negligence in connection with the prosecution of this Contract. Contractor shall be responsible for the proper care and protection of all materials delivered and work performed until completion and final acceptance by the District. All work shall be solely at the Contractor's risk. Contractor shall adequately protect adjacent property from settlement or loss of lateral support as provided by law and the Contract Documents. Contractor shall take all necessary precautions for the safety of employees on the Project and shall comply with all applicable safety laws and building codes to prevent accidents or injury to persons on, about, or adjacent to premises where work is being performed. Contractor shall erect and properly

maintain at all times, as required by conditions and progress of work, all necessary safeguards, signs, barriers, lights, and watchmen for protection of workers and the public and shall post danger signs warning against hazards created by such features in the course of construction. Contractor shall designate a responsible member of his organization on the work, whose duty shall be prevention of accidents. The name and position of the person so designated shall be reported to the District's Program Manager by Contractor.

- b. In an emergency affecting safety of life or of work or of adjoining property, Contractor, without special instruction or authorization from either the Program Manager, or the District, is hereby permitted to act, at his discretion, to prevent such threatened loss or injury, and he shall so act, without appeal, if so authorized or instructed by the Program Manager or the District. Any compensation claimed by Contractor on account of emergency work shall be determined by agreement.
- c. Contractor shall provide such heat, covering, and enclosures as are necessary to protect all work, materials, equipment, appliances, and tools against damage by weather conditions.
- d. Contractor shall take adequate precautions to protect existing sidewalks, curbs, pavements, utilities, adjoining property, and structures, and to avoid damage thereto, and repair any damage thereto caused by construction operations. Contractor shall:
 - 1) Enclose working area with a substantial barricade, arrange work to cause minimum amount of inconvenience and danger to students and faculty in their regular school activities, and perform work which may interfere with school routine before or after school hours. (This subsection applies to construction on existing school sites.)
 - 2) Provide substantial barricades around any shrubs or trees indicated to be preserved.
 - 3) Deliver materials to the building area over a route designated by both the Program Manager and the Architect.
 - 4) When directed by the District, take preventive measures to eliminate objectionable dust and follow SCAQMD air quality regulations as appropriate.
 - 5) Confine Contractor's apparatus, the storage of materials, and the operations of his workers to limits indicated by law, ordinances, permits, or directions of the Program Manager. Contractor shall not unreasonably encumber premises with his materials. Contractor shall enforce all instructions of the District's Program Manager regarding signs, advertising, fires, danger signals, barricades, and smoking and require that all persons employed to work comply with all regulations while on construction site.
 - 6) Take care to prevent disturbing or covering any survey markers, monuments, or other devices marking property boundaries or corners. If such markers are disturbed by accident, they shall be

replaced by an approved civil engineer or land surveyor, licensed in the State of California, at no cost to the District.

Article 62. LAYOUT AND FIELD ENGINEERING

All field engineering required for laying out this work and establishing grades for earthwork operations shall be furnished by the Contractor at his expense. Such work shall be done by a qualified civil engineer approved by the Architect. Any required "as-built" drawings of site development shall be prepared by the approved civil engineer.

Article 63. REMOVAL OF HAZARDOUS MATERIALS

- a. Since removal and/or abatement of Asbestos, PCBs and other toxic wastes and hazardous materials is a specialized field of work with specialized insurance requirements, unless otherwise specified in the Contract Documents, the District shall contract directly for such specialized services, if required, and shall not require the Contractor to subcontract for such services.
- b. In the event the Contractor encounters on the site material reasonably believed to be asbestos or polychlorinated biphenyl (PCB) which has not been rendered harmless, the Contractor shall immediately stop work in the area affected and report the condition to the District's Inspector, and the Program Manager in writing. The work in the affected area shall not thereafter be resumed except by written agreement of the District and Contractor if in fact the material is asbestos or PCB and has not been rendered harmless. The work in the affected area shall be resumed in the absence of asbestos or PCB, or when it has been rendered harmless, by written agreement of the District and Contractor, or by arbitration under Article 80 hereof.

Article 64. CUTTING AND PATCHING

- a. Contractor shall do all cutting, fitting, or patching of work as required to make its several parts come together properly and fit it to receive or be received by work of other contractors showing upon, or reasonably implied by, the drawings and specifications for the completed structure. Contractor shall make good after them as the Construction may direct.
- b. All cost caused by defective or ill-timed work shall be borne by party responsible therefore.
- c. Contractor shall not endanger any work by cutting, excavating, or otherwise altering work and shall not cut or alter work of any other contractor save with written consent of the Architect.

Article 65. CLEANING UP

- a. Contractor at all times shall keep premises free from debris such as waste, rubbish, and excess materials and equipment caused by this work. Contractor shall not leave debris under, in, or about the premises. Upon completion of work, Contractor shall clean the interior and exterior of the building or improvement

including fixtures, equipment, walls, floors, ceilings, roofs, window sills and ledges, horizontal projections, and any areas where debris has collected so surfaces are free from foreign material or discoloration. Contractor shall clean and polish all glass, plumbing fixtures, and finish hardware and similar finish surfaces and equipment and Contractor shall also remove temporary fencing, barricades, planking and construction toilet and similar temporary facilities from site. Contractor shall also clean all buildings, asphalt and concrete areas to the degree necessary to remove oil, grease, fuel, or other stains caused by Contractor operations or equipment.

- b. If the Contractor fails to clean up at the completion of the Work, the District may do so and the cost of such clean up shall be charged back to the Contractor.

Article 66. CORRECTION OF WORK BEFORE FINAL PAYMENT

- a. Contractor shall promptly remove from the premises all work condemned by the District as failing to conform to the Contract, whether incorporated or not. Contractor shall promptly replace and re-execute his own work to comply with the Contract Documents without additional expense to the District and shall bear the expense of making good all work of other contractors destroyed or damaged by such removal or replacement.
- b. If Contractor does not remove such condemned work within a reasonable time, fixed by written notice, the District may remove it and may store the material at Contractor's expense. If Contractor does not pay expenses of such removal within ten (10) calendar days' time thereafter, the District may, upon ten (10) calendar days' written notice, sell such materials at auction or at private sale and shall account for net proceeds thereof, after deducting all costs and expenses that should have been borne by Contractor.

Article 67. ACCESS TO WORK

The District and its Representatives shall at all times have access to work wherever it is in preparation or progress. Contractor shall provide safe and proper facilities for such access so that The District's Representatives may perform their functions under contract.

Article 68. OCCUPANCY

The District reserves the right to occupy buildings at any time before completion, and such occupancy shall not constitute final acceptance of any part of work covered by this Contract.

Article 69. TESTS AND INSPECTIONS

- a. If the Contract, the District's Program Manager's, architects, instructions, laws, ordinances, or any public authority require any work to be specially tested or approved, Contractor shall give notice in accordance with such authority of its readiness for observation or inspection at least two (2) working days prior to being tested or covered up. If inspection

is by a public authority other than the District, Contractor shall inform the District's Program Manager of date fixed for such inspection. Required certificates of inspection shall be secured by Contractor. Observations by the District, Program Manager, Architect, or Inspector shall be promptly made and where practicable at source of supply. If any work should be covered up without approval or consent of the District, Program Manager and/or Architect, it must, if required by the District's Program Manager, be uncovered for examination and satisfactorily reconstructed at Contractor's expense in compliance with the Contract. Costs for testing and inspection shall be paid by the District. Costs of tests of any materials found not to be in compliance with the Contract shall be paid by the Contractor.

- b. Where such inspection and testing are to be conducted by an independent laboratory or agency, such materials or samples of materials to be tested shall be selected by such laboratory or agency, or the District's representative, and not by Contractor. All test or inspections of materials shall be made in accordance with the commonly recognized standards of national organizations.
- c. In advance of manufacture of materials to be supplied by Contractor under the Contract, which by the terms of the Contract must be tested, Contractor shall notify the District's Program Manager in advance so that the District and its Representatives may arrange for testing of same at the source of supply. Any materials shipped by Contractor from the source of supply prior to having satisfactorily passed such testing and inspection, or prior to receipt of notice from the District's Representative that such testing and inspection will not be required, shall not be incorporated into the work without the prior approval of the District or its Representatives and subsequent testing and inspection.
- d. Reexamination of questioned work may be ordered by the District or its Representatives. If so ordered, work must be uncovered by Contractor. If such work is found to be in accordance with the Contract Documents, the District shall pay the costs of reexamination and replacement. If such work be found not to be in accordance with the Contract Documents, Contractor shall pay such costs.

Article 70. SOILS INVESTIGATIONS

When a soils investigation report obtained from test holes at the site is available, such report shall not be a part of this Contract. Any information obtained from such report or any information given on drawings as to subsurface soil condition or to elevations of existing grades or elevations of underlying rock is approximate only, is not guaranteed, and does not form a part of the Contract. Contractor is required to make a visual examination of site and must make whatever tests he deems appropriate to determine the underground condition of the soil. Contractor agrees that he will make no claim against the District for damages in the event that during the progress of the work Contractor encounters subsurface or latent conditions at the site materially differing from those shown on drawings or

indicated in specifications, or for unknown conditions of an unusual nature which differ materially from those ordinarily encountered and generally recognized as inherent in the work of the character provided for in plans and specifications.

Article 71. PROGRAM MANAGER'S AND ARCHITECT'S STATUS

- a. Both the Architect and the Program Manager shall be the District's representatives during the construction period, and shall have the responsibilities and authorities to act on behalf of the District only to the extent identified in the Contract Documents, and generally as follows:

1. The Architect is responsible for:

Interpreting the approved plans and specifications, and providing any necessary amplification of the plans and specifications.

Observing the construction and, in the first instance, judging the Contractor's performance with respect to the quality standards for materials and work in place.

Accepting and approving decisions and clarifications, pertaining to the technical aspects of the Contract Documents.

2. The Program Manager is responsible for:

Serving as the Contractor's point of contact for management and administration of the Contract and coordination of interfaces with other Contractors and organizations participating in the same or adjacent projects, as well as those of the Architect and Inspector.

Implementing the established procedures for processing all required submissions and documentation.

Monitoring and reviewing the Contractor's safety program, personnel and equipment, scheduling and progress of the work, and, without assuming any of the Architect's legal responsibilities, the work of the Contractor for conformance with the Contract Documents.

- b. The Program Manager shall have authority to direct stoppage of the work whenever such stoppage may be necessary in the Program Manager's, the Architect's, or Inspector's reasonable opinion to insure the proper execution of the Contract.
- c. The District retains the authority to issue the ultimate decision in the event the Program Manager and Architect cannot reach a consensus regarding any decisions, clarifications, instructions, directions, acceptances, or approvals required, issues, or made pursuant to the Contract Documents and in connection with the prosecution and progress of the Work.

Article 72. DECISIONS OF PROGRAM MANAGER AND ARCHITECT

Contractor shall promptly notify the District in writing if either the Program Manager or Architect fail within a reasonable time to make decisions on all claims of the

District or Contractor and on all other matters relating to the execution and progress of the work.

**Article 73. PROVISIONS REQUIRED BY LAW
DEEMED INSERTED**

Each and every provision of law and clause required by law to be inserted in this Contract shall be deemed to be inserted herein and the 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 correctly inserted, then upon application of either party, the Contract shall forthwith be physically amended to make such insertion or correction.

Article 74. LABOR/EMPLOYMENT SAFETY

The Contractor shall maintain emergency first aid treatment for his employees which complies with the Federal Occupational Safety and Health Act of 1970 (29 USC, section 651 et seq.), and California Code of Regulations, Title 8, Industrial Relations Division 1, Department of Industrial Relations, Chapter 4.

**Article 75. ASSIGNMENT OF ANTITRUST
ACTIONS**

Pursuant to Section 7103.5 of the Public Contract Code, in entering into a public works contract or subcontract to supply goods, services, or materials pursuant to a public works contract, Contractor or subcontractor offers and agrees to assign to the District all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 USC, section 15) or under the Cartwright Act (chapter 2 (commencing with section 16700) of part 2 of division 7 of the Business and Professions Code), arising from the purchase of goods, services, or materials pursuant to this Contract or any subcontract. This assignment shall be made and become effective at the time the District tenders final payment to the Contractor, without further acknowledgment by the parties.

Article 76. NOTICE OF THIRD PARTY CLAIMS

Pursuant to Public Contract Code section 9201, the District shall provide Contractor with timely notification of the receipt of any third-party claim, relating to the Contract. District is entitled to recover its reasonable costs incurred in providing such notification.

Article 77. SUBSTITUTION OF SECURITY

In accordance with Public Contract Code section 22300, the District will permit the substitution of securities for any moneys withheld by the District to ensure performance under the Contract. At the request and expense of the Contractor, securities equivalent to the amount withheld shall be deposited with the District, or with a state or federally chartered bank as the escrow agent, who shall then pay such monies to the Contractor. Upon satisfactory completion of the Contract, the securities shall be returned to the Contractor.

**Article 78. COMPLIANCE WITH STATE
STORM WATER PERMIT FOR
CONSTRUCTION**

- a. Contractor shall be required to comply with all conditions of the State Water Resources Control Board (State Water Board) National Pollutant Discharge Elimination System General Permit for Waste Discharge Requirements for Discharges of Storm Water Runoff Associated with Construction Activity (Permit) for all construction activity which results in the disturbance of in excess of one acre of total land area or which is part of a larger common area of development or sale. Contractor shall be responsible for filing the Notice of Intent and for obtaining the Permit. Contractor shall be solely responsible for preparing and implementing a Storm Water Pollution Prevention Plan (SWPPP) prior to initiating Work. In bidding on this Contract, it shall be Contractor's responsibility to evaluate the cost of procuring the Permit and preparing the SWPPP as well as complying with the SWPPP and any necessary revision to the SWPPP. Contractor shall comply with all requirements of the State Water Resources Control Board. Contractor shall include all costs of compliance with specified requirements in the contract amount.
- b. Contractor shall be responsible for procuring, implementing and complying with the provisions of the Permit and the SWPPP, including the standard provisions, monitoring and reporting requirements as required by the Permit. Contractor shall provide copies of all reports and monitoring information to the District's Program Manager.
- c. Contractor shall comply with the lawful requirements of any applicable municipality, the County, drainage district, and other local agencies regarding discharges of storm water to separate storm drain system or other watercourses under their jurisdiction, including applicable requirements in municipal storm water management programs.
- d. Failure to comply with the Permit is in violation of federal and state law. Contractor hereby agrees to indemnify and hold harmless District, its Board members, officers, agents, employees and authorized volunteers from and against any and all claims, demands, losses or liabilities of any kind or nature which District, its Board members, officers, agents, employees and authorized volunteers may sustain or incur for noncompliance with the Permit arising out of or in connection with the Project, except for liability resulting from the sole established negligence, willful misconduct or active negligence of the District, its Board members, officers, agents, employees or authorized volunteers. District may seek damages from Contractor for delay in completing the Contract in accordance with Article 6 hereof, caused by Contractor's failure to comply with Permit.

**Article 79. RESOLUTION OF CONSTRUCTION
CLAIMS**

a. The following shall be applicable to all Claims:

- 1) Definition of Claim: A "Claim" means a separate demand by the Contractor for (a) time extension, (b) payment of money or damages arising from work done by or on behalf of the Contractor

pursuant to the Contract and payment of which is not otherwise expressly provided for or the claimant is not otherwise entitled to, or (c) an amount the payment of which is disputed by the District.

- 2) Filing a Claim is Not a Basis to Discontinue Work: The Contractor shall promptly comply with work under the Contract or work requested by the District even though a written claim has been filed. The Contractor and the District shall make good faith efforts to resolve any and all claims that may arise during the performance of the work covered by this Contract.

b. Procedure for Claims \$375,000 and Under:

- 1) Any formal claim of \$375,000 and under shall be processed as follows in accordance with Public Contract Code section 20104 et. seq.:
 - (a) Claims less than \$50,000 For claims less than Fifty Thousand Dollars (\$50,000.00), the District shall respond in writing to any written claim within forty-five (45) days of receipt of the claim, or may request, in writing, within thirty (30) days of receipt of the claim, any additional documentation supporting the claim or relating to defenses to the claim that the District may have against the Contractor. If additional information is thereafter required, it shall be requested and provided upon mutual agreement of the District and the Contractor. The written response of the District to the claim, as further documented, shall be submitted to Contractor within fifteen (15) days after receipt of the further documentation or within a period of time no greater than that taken by Contractor in producing the additional information, whichever is greater.
 - (b) Claims in Excess of \$50,000 For claims over Fifty Thousand Dollars (\$50,000.00), and less than or equal to Three Hundred Seventy-five Thousand Dollars (\$375,000.00), the District shall respond in writing to all written claims within sixty (60) days of receipt of the claim, or may request, in writing, within thirty (30) days of receipt of the claim, any additional documentation supporting the claim or relating to defenses to the claim that the District may have against the Contractor. If additional information is thereafter required, it shall be requested and provided by mutual agreement of the District and the Contractor. The written response of the District to the claim, as further documented, shall be submitted to the Contractor within thirty (30) days after receipt of the further documentation, or within a period of time no greater than that taken by Contractor in producing the additional information or requested documentation, whichever is greater.
- 2) Informal Meet and Confer Conference: If Contractor disputes the written response of the District, or the District fails to respond within the time prescribed, Contractor may so notify the District, in writing, either within fifteen (15) days of receipt of the District's response or within fifteen (15) days of the failure of the District to respond

within the time prescribed, respectively, and demand an informal conference to meet and confer for settlement of the issues in dispute. Upon a demand, the District shall schedule a meet and confer conference within thirty (30) days for settlement of the dispute.

- 3) Tort Claim: If following the meet and confer conference the claim or any portion remains in dispute, the claimant may file a claim pursuant to Chapter 1 (commencing with Section 900) and Chapter 2 (commencing with Section 910) of Part 3 of Division 3.6 of the Title 1 of the California Government Code. For purposes of those provision, the running of the period of time within which a claim must be filed shall be tolled from the time the claimant submits his/her written claim until the time the claim is denied, including any period of time utilized by the meet and confer conference.

c. Procedures for Civil Actions to Resolve Disputed Claims:

- 1) Non-binding Mediation: Within sixty (60) days, but no earlier than thirty (30) days, following the filing of a responsive pleading, the court shall submit the matter to non-binding mediation unless waived by mutual stipulation by both parties. The mediation process shall provide for the selection within fifteen (15) days by both parties of a disinterested third person as mediation, shall be commenced within thirty (30) days of the submittal, and shall be concluded within fifteen (15) days from the commencement of the mediation unless a time requirement is extended upon a good cause shown to the court. If the parties fail to select a mediator within the 15 day period, any party may petition the court to appoint the mediator.
- 2) Judicial Arbitration: If the matter remains in dispute, the case shall be submitted to judicial arbitration pursuant to Chapter 2.5 (commencing with Section 1141.10) of Title 3 of Part 3 of the California Code of Civil Procedure, notwithstanding Section 1141.11 of the code. The Civil Discovery Act of 1986 (Article 3 (commencing with Section 2017) of Chapter 3 of Title 3 of Part 4 of the Code of Civil Procedure) shall apply to any proceeding brought under this subsection consistent with the rules pertaining to judicial arbitration. Arbitrators shall be experienced in construction law.
- 3) Appeals: In addition to Chapter 2.5 (commencing with Section 1141.10) of Title 3 of the Code of Civil Procedure), any party appealing an arbitration award who does not obtain a more favorable judgment shall, in addition to payment of costs and fees, also pay the attorneys' fees on appeal of the other party.
- 4) Interest: In any suit filed pursuant to Public Contract Code Section 20104.4, the District shall pay interest at the legal rate on any arbitration award or judgment. The interest shall begin to accrue on the date the suit is filed in the court of law.

d. Procedure for Claims Over \$375,000:

- 1) If a dispute in excess of a total value of \$375,000, arises out of, or relates to this Contract, or the breach thereof, and if said dispute cannot be settled through normal contract negotiations, the parties agree that as a condition precedent to the initiation of litigation, the dispute shall first be submitted to mediation pursuant to this Article 80. The mediation is voluntary, non-binding, and intended to provide an opportunity for the parties to evaluate each other's cases and arrive at a mutually agreeable resolution of the dispute. These provisions relating to voluntary mediation shall not be construed or interpreted as mandatory arbitration.
- 2) Either party may initiate mediation by notifying the other party or parties in writing. A Request for Mediation shall contain a brief statement of the nature of the dispute or claim, and the names, addresses, and phone numbers of all parties to the dispute or claim, and those, if any, who will represent them in the mediation.
- 3) The mediation process set forth in this Article shall be administered by the American Arbitration Association (AAA) and governed by their rules in effect at the time of filing, or by any other neutral organization agreed to by the parties (hereinafter called "Administrator").
- 4) The costs for all mediation, including the administrative fees and mediator compensation, will be shared equally by all parties. Fees shall be jointly negotiated by all parties directly with the Administrator. The shared costs are estimated at \$1,500 or less for claims up to \$60,000 and \$3,000 or less for claims over \$60,000. If all parties agree, then the mediation costs may increase as required for resolution of the dispute. The expenses of witnesses for an party shall be paid by the party producing such witnesses.
- 5) A single mediator, acceptable to all parties, shall be used to mediate the dispute. The mediator will be knowledgeable in construction matters and will be selected from lists furnished by the Administrator. The initial mediation session shall commence within thirty (30) days of filing, unless otherwise agreed by the parties, or at the direction of the mediator.
- 6) At least then (10) days before the first scheduled mediation session, each party shall provide the mediator a brief memorandum setting forth its position with regard to the issues that need to be resolved. At the discretion of the mediator, such memoranda may be mutually exchanged by the parties. At the first session, the parties will be expected to produce all information reasonably required for the mediator to understand the issue presented. The mediator may require each party to supplement such information.
- 7) Mediation hearings will be conducted in an informal manner and discovery will not be allowed unless agreed to by all parties. All discussions, statements, or admissions will be confidential to the proceedings and will not be used for any other purpose as they relate to either party's legal position. There shall be no stenographic record of the mediation.
- 8) Mediation sessions are private. The parties and their representatives may attend mediation sessions. Other persons may attend only with the permission of the parties and with the consent of the mediator. The parties may have an attorney present and shall advise the other parties no less than five (5) working days before the mediation of their intent to have an attorney present, so that the other parties may also have their attorneys present.
- 9) The mediator does not have authority to impose a settlement on the parties but will attempt to assist the parties in reaching a satisfactory resolution of their dispute. The mediator is authorized to conduct joint and separate meetings with the parties and to make oral and written recommendations for settlement. Whenever necessary, the mediator may also obtain expert advice concerning technical aspects of the dispute, provided the parties agree and assume the expenses of obtaining such advice. Arrangements for obtaining such advice shall be made by the mediator or the parties, as the mediator shall determine.
- 10) The mediator is authorized to end the mediation whenever, in the mediator's judgment, further efforts at mediation would not contribute to a resolution of the dispute between the parties.
- 11) Any resultant agreements from mediation shall be documented in writing, as agreed upon during the mediation, and may be used as the basis for a change order or other directive as appropriate. All mediation results and documentation shall be non-binding and inadmissible for any purpose in any legal proceedings, unless such admission is otherwise agreed in writing by all parties. Mediators shall not be subject to any subpoena or liability and their actions shall not be subject to discovery in subsequent proceedings.
- 12) The Mediation shall be terminated by the execution of a Settlement Agreement by the parties; by a written declaration of the Mediator to the effect that further efforts at Mediation are no longer worthwhile; or by a written declaration of a party or parties to the effect that the Mediation proceedings are terminated.
- 13) If mediation is unsuccessful in resolving the dispute, the parties thereafter may agree to submit the matter to the Administrator for binding arbitration. The parties agree that the matter shall be submitted to one (1) arbitrator, unless they agree to three (3) arbitrators in writing. The parties further agree that they will faithfully observe this Contract, and that the parties will abide by and perform any award rendered by the arbitrator(s), that a judgment of a court having competent jurisdiction may be entered upon the award, and that such judgment shall be enforceable as a final judgment to the fullest extent under the law. The parties agree to split evenly all arbitration and

arbitrator(s)' fees and expenses. The arbitration shall be subject to, and proceed in accordance with California Code of Civil Procedure, section 1280 through 1294.2 if the parties do not agree to submit to binding arbitration, neither party is prevented from pursuing other legal remedies.

- 14) Any arbitration, mediation or other forms of alternate dispute resolution shall be handled within the boundaries of the District unless otherwise mutually agreed.
- e. **Rights and Remedies.** The duties and obligations imposed by these General Conditions and the rights and remedies available hereunder to the parties hereto, and, in particular but without limitation, the warranties, guarantees and obligations imposed upon Contractor by the General Conditions and amendments thereto and all of the rights and remedies available to District and Program Manager/Architect thereunder, are in addition to, and are not to be construed in any way as a limitation of, any rights and remedies available to any or all of them which are otherwise imposed or available by laws or regulations by special warranty or guarantee or by other provisions of the Contract Documents, and the provisions of this paragraph will be as effective as if repeated specifically in the Contract Documents in connection with each particular duty, obligation, right and remedy to which they apply.
- f. **Arbitration Award.** Pursuant to California Government Code section 818, the Arbitrator shall have no jurisdiction to award punitive or exemplary damages.
- g. **Attorney's Fees and Costs.** In the event that any arbitration, action, suit or other proceeding is instituted to enforce any provision of this Contract, and/or to remedy, prevent, or obtain relief from a breach of this Contract, the prevailing party shall be entitled to recover all of its attorney's fees and costs incurred in each and every such arbitration, action, suit or other proceeding, including any and all appeals or petitions therefrom, except as may be provided to the contrary above. As used herein, attorney's fees shall be deemed to mean the full actual costs of any legal services actually performed in connection with the matters involved, calculated on the basis of the usual fees charged by the attorneys performing such services and shall not be limited to "reasonable attorney's fees" as defined by any statute or rule of court.

Article 80. INTEGRATION

- a. **Oral Modifications Ineffective.** No oral order, objection, claim or notice by any party to the other shall affect or modify any of the terms or obligations contained in any of the Contract Documents and none of the provisions of the Contract Documents shall be held to be waived or modified by reason of any act whatsoever, except by a waiver or modification thereof in writing and signed by the authorized representative of the District and the Contractor.
- b. **Contract Documents Represent Entire Contract.** The Contract Documents represent the entire

understanding of the District and Contractor as to those matters contained therein, and no prior oral or written understanding shall be of any force or effect with respect to those matters covered by the Contract Documents.

Article 81. COMPLIANCE WITH DTSC GUIDELINES—IMPORTED SOILS

If the Project requires the use of imported soils, the Contractor shall be responsible to use and shall certify that the imported material it uses is free of any hazardous and/or toxic substance or material of any nature or type as defined in accordance with California Law and the California Health and Safety Code. The District reserves the right to reject any imported material that has come from agricultural or commercial land uses. Contractor must notify the District of the source of material and comply with the San Diego Regional Water Quality Control Board Resolution 95-63 and when applicable, with the guidelines of the Department of Toxic Substances Control (DTSC).

Article 82. DRUG-FREE WORKPLACE, NO ASBESTOS CERTIFICATION

Contractor shall, for all contracts involving state funds, submit a "Drug-Free Workplace Certification." This form is included in the Contract Documents and must be signed under the penalty of perjury and dated prior to commencing work on this Project.

In addition to the above listed certification, Contractor shall, for all contracts involving state funds, execute and submit an "Asbestos-Free Materials Certification." Contractor, further, is aware of the following:

- a. Should asbestos containing materials be installed by the Contractor in violation of this certification, or if removal of asbestos containing materials is part of the Project, decontaminations and removals will be performed in accordance with the requirements of all applicable laws and will meet the following criteria:
1. Decontamination and removal of work found to contain asbestos or work installed with asbestos containing equipment shall be done only under the supervision of a qualified consultant, knowledgeable in the field of asbestos abatement and accredited by the Environmental Protection Agency (EPA).
 2. The asbestos removal contractor shall be an EPA accredited contractor qualified in the removal of asbestos and shall be chosen and approved by the asbestos consultant who shall have sole discretion and final determination in this matter.
 3. The asbestos consultant shall be chosen and approved by the District which shall have sole discretion and final determination in this matter.
 4. The work will not be accepted until asbestos contamination is reduced to levels deemed acceptable by the asbestos consultant.
- b. If removal of asbestos containing materials is part of the Project, the cost of all asbestos removal, including, but not necessarily limited to the cost of the asbestos removal contractor, the cost of the

asbestos consultant, analytical and laboratory fees, time delays and additional costs that may be incurred by the District shall be borne entirely by the Contractor.

- c. Hold Harmless: Interface of work for the Project with work containing asbestos shall be executed by the Contractor at his/her risk and at his/her discretion with full knowledge of the currently accepted standards, hazards, risks and liabilities associated with asbestos work and asbestos containing products. By execution of the Contract, the Contractor acknowledges the above and agrees to the fullest extent permitted by law to hold harmless the District, its Governing Board, employees, agents, representatives, including its architect and assigns, for all asbestos liability which may be associated with this work. The Contractor further agrees to instruct his/her employees with respect to the above-mentioned standards, hazards, risk and liabilities.

Article 83. NOTICE OF TAXABLE POSSESSORY INTEREST

The terms of this document may result in the creation of a possessory interest. If such a possessory interest is vested in a private party to this document, the private party may be subjected to the payment of personal property taxes levied on such interest.

Article 84. MISCELLANEOUS

These Contract Documents shall be interpreted in accordance with the laws of the State of California. If any action is brought to interpret or enforce any term of these Contract Documents, the action shall be brought in a state or federal court situated in the County of San Diego, State of California. Except as otherwise provided in these Contract Documents, in the event of any such litigation between the parties, the prevailing party shall be entitled to recover all reasonable costs incurred, including reasonable attorney's fees, as determined by the court.

Article 85. BID PROTESTS

A bidder may protest a bid award if he/she believes that the award was inconsistent with Board policy or the bid specifications or was not in compliance with law. A protest must be filed in writing with the Director, Purchasing and Contracts within ten (10) business days after receipt of District's written notification of intent to award. The bidder shall submit all documents supporting or justifying the protest. A bidder's failure to timely file a protest may constitute a waiver of his/her right to protest the award of the contract. Any bidder submitting a bid may file a protest of the District's intent to award the contract provided that each and all of the following conditions are met:

- a. The protest must be submitted in writing to the District (email is not acceptable), before 5:00 p.m. of the tenth business day following notification of intent to award.

b. The initial protest document must contain a statement of any and all basis for the protest, including without limitation all facts, supporting documentation, legal authorities and argument in support of the grounds for the bid protest; any matters not set forth in the written bid protest shall be deemed waived. All factual contentions must be supported by competent, admissible and creditable evidence.

- c. The protest must refer to the specific portions of all documents which form the basis for the protest.

d. The protest must include the name, address, and telephone number of the person representing the protesting party.

e. Any bid protest not conforming to the foregoing shall be rejected by the District as invalid. Provided that a bid protest is filed in strict conformity with the foregoing, the District's Director, Purchasing & Contracts, or such individual(s) as may be designated by him/her shall provide the bidder submitting the bid protest with a written statement concurring with or denying the bid protest. The District's Governing Board will render a final determination and disposition of a bid protest by taking action to award, modify or reject the disposition of a bid award as reflected in the written statement of the Director, Purchasing & Contracts or his/her designee. Action by the District's Governing Board relative to a bid award shall be final and not subject to appeal or reconsideration by the District, any employee or officer of the District or the District's Governing Board. The rendition of a written statement by the Director, Purchasing & Contracts (or his/her designee) and action by the District's Governing Board to award, modify or reject the disposition of the bid award reflected in such written statement shall be express conditions precedent to the institution of any legal or equitable proceedings relative to the bidding process, the District's intent to award the contract, the District's disposition of any bid protest or the District's decision to reject all bid proposals.

f. The procedure and time limits set forth in this paragraph are mandatory and are the bidder's sole and exclusive remedy in the event of bid protest. Failure to comply with these procedures may constitute a waiver of any right to further pursue the bid protest, including filing a Government Code claim or legal proceedings.

Article 86. POST AWARD DEBRIEFING

A post award debriefing is available to any bidder that submitted a proposal or bid in response to a solicitation. All bidders will be accorded fair and equal treatment with respect to its opportunity for debriefing.

Debriefing shall be requested in writing by the unsuccessful bidder within three (3) days of receipt of the District's written notification of intent to award. To the maximum extent practicable, the debriefing should occur within five (5) days after receipt of the written request. Debriefing may be done orally, in writing, or by any other method acceptable to the District.

The debriefing information shall include the following:

- a. The District's evaluation of the significant weaknesses or deficiencies in the debriefed bidder's proposal, if applicable;
- b. The overall evaluated cost or price (including unit prices) and technical rating, if applicable, of the successful bidder and the debriefed bidder;
- c. The overall ranking of all bidders, when any ranking was developed by the District during the evaluation process;
- d. A summary of the rationale for award;
- e. For acquisitions of commercial items, the make and model of the item(s) to be delivered by the successful bidder; and

f. Reasonable responses to relevant questions about whether procedures contained in the solicitation, applicable regulations, and other applicable authorities were followed.

The debriefing shall not include point-by-point comparisons of the debriefed bidders' proposal with those of other bidders.

Article 87. PUBLISHING OF BID RESULTS

Bid results will be posted on the District's website for viewing by the general public. Bid results will include the names and locations of all bidders and amount of bids.

Article 88. NOTICE OF INTENT TO AWARD

After the District has made a final contract award determination, but prior to the actual awarding of the contract, the District shall send a written notice of intent to award to all bidders informing them which bidder(s) the District has selected. This notice will serve as an indication to unsuccessful bidders that they may apply for post-award debriefing and/or file a bid protest with the District.

[END OF DOCUMENT]

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 **122 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 Thursday, September 02, 2021. Liquidated Damages will apply starting Friday, September 03, 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 Tuetting) @ 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]

DOCUMENT 00810

SUPPLEMENTAL GENERAL CONDITIONS / INFORMATION FOR BIDDERS

The following articles supersede the General Conditions / Information For Bidders as issued. When any article, paragraph or subparagraph is not modified or deleted by these SUPPLEMENTAL GENERAL CONDITIONS, the unaltered provisions of such Article, paragraph or subparagraph shall remain in effect.

The following articles of the General Conditions are modified:

Article 78. COMPLIANCE WITH STATE STORM WATER PERMIT FOR CONSTRUCTION -
Temporary construction BMPs are required to be installed along the perimeter of the disturbed area to prevent sediment runoff from the project site. Those BMPs include but are not limited to gravel bags and/or fiber rolls.

The following articles of the Information For Bidders are modified:

Paragraph 23. Storm Water Permit for Construction Activity – *Not Applicable, however temporary construction BMPs are required to be installed along the perimeter of the disturbed area to prevent sediment runoff from the project site. Those BMPs include but are not limited to gravel bags and/or fiber rolls.*

[END OF DOCUMENT]

DOCUMENT 00930

LEAD BASED PAINT CERTIFICATION

PROJECT/CONTRACT NO.: _____ between Grossmont-Cuyamaca Community College District ("District") and _____ ("Contractor" or "Bidder") for the B20.002 Cuyamaca College Track and Field Improvements Ph. II – Scoreboard ("Contract" or "Project").

This certification provides notice to the Contractor that:

- (1) Contractor's work may disturb lead-containing building materials.
- (2) Contractor shall notify the District if any work may result in the disturbance of lead-containing building materials.
- (3) Contractor shall comply with the Renovation, Repair and Painting Rule, if lead-based paint is disturbed in a six-square-foot or greater area indoors or a 20-square-foot or greater area outdoors.

1. Lead as a Health Hazard

Lead poisoning is recognized as a serious environmental health hazard facing children today. Even at low levels of exposure, much lower than previously believed, lead can impair the development of a child's central nervous system, causing learning disabilities, and leading to serious behavioral problems. Lead enters the environment as tiny lead particles and lead dust disburse when paint chips, chalks, peels, wears away over time, or is otherwise disturbed.

Ingestion of lead dust is the most common pathway of childhood poisoning; lead dust gets on a child's hands and toys and then into a child's mouth through common hand-to-mouth activity.

Exposures may result from construction or remodeling activities that disturb lead paint, from ordinary wear and tear of windows and doors, or from friction on other surfaces.

Ordinary construction and renovation or repainting activities carried out without lead-safe work practices can disturb lead-based paint and create significant hazards. Improper removal practices, such as dry scraping, sanding, or water blasting painted surfaces, are likely to generate high volumes of lead dust.

Because the Contractor and its employees will be providing services for the District, and because the Contractor's work may disturb lead-containing building materials, CONTRACTOR IS HEREBY NOTIFIED of the potential presence of lead-containing materials located within certain buildings utilized by the District. All school buildings built prior to 1978 are presumed to contain some lead-based paint until sampling proves otherwise.

2. Overview of California Law

Education Code section 32240 et seq. is known as the Lead-Safe Schools Protection Act. Under this act, the Department of Health Services is to conduct a sample survey of schools in the State of California for the purpose of developing risk factors to predict lead contamination in public schools. (Ed. Code, § 32241.)

Any school that undertakes any action to abate existing risk factors for lead is required to utilize trained and state-certified contractors, inspectors, and workers. (Ed. Code, § 32243, subd. (b).) Moreover, lead-based paint, lead plumbing, and solders, or other potential sources of lead contamination, shall not be utilized in the construction of any new school facility or the modernization or renovation of any existing school facility. (Ed. Code, § 32244.)

Both the Federal Occupational Safety and Health Administration ("Fed/OSHA") and the California Division of

Occupational Safety and Health ("Cal/OSHA") have implemented safety orders applicable to all construction work where a contractor's employee may be occupationally exposed to lead.

The OSHA Regulations apply to all construction work where a contractor's employee may be occupationally exposed to lead. The OSHA Regulations contain specific and detailed requirements imposed on contractors subject to that regulation. The OSHA Regulations define construction work as work for construction, alteration, and/or repair, including painting and decorating. It includes, but is not limited to, the following:

- a. Demolition or salvage of structures where lead or materials containing lead are present;
- b. Removal or encapsulation of materials containing lead;
- c. New construction, alteration, repair, or renovation of structures, substrates, or portions thereof, that contain lead, or materials containing lead;
- d. Installation of products containing lead;
- e. Lead contamination/emergency cleanup;
- f. Transportation, disposal, storage, or containment of lead or materials containing lead on the site or location at which construction activities are performed; and
- g. Maintenance operations associated with the construction activities described in the subsection.

Because it is assumed by the District that all painted surfaces (interior as well as exterior) within the District contain some level of lead, it is imperative that the Contractor, its workers and subcontractors fully and adequately comply with all applicable laws, rules and regulations governing lead-based materials (including title 8, California Code of Regulations, section 1532.1).

Contractor shall notify the District if any Work may result in the disturbance of lead-containing building materials. Any and all Work that may result in the disturbance of lead-containing building materials shall be coordinated through the District. Assigned copy of this Certification shall be on file prior to beginning Work on the Project, along with all current insurance certificates.

3. Renovation, Repair and Painting Rule, Section 402(c)(3) of the Toxic Substances Control Act

The EPA requires lead safe work practices to reduce exposure to lead hazards created by renovation, repair and painting activities that disturb lead-based paint. Pursuant to the Renovation, Repair and Painting Rule (RRP), renovations in homes, childcare facilities, and Schools built prior to 1978 must be conducted by certified renovations firms, using renovators with training by a EPA-accredited training provider, and fully and adequately complying with all applicable laws, rules and regulations governing lead-based materials, including those rules and regulations appearing within title 40 of the Code of Federal Regulations as part 745 (40 CFR 745).

The RRP requirements apply to all contractors who disturb lead-based paint in a six- square-foot or greater area indoors or a 20-square-foot or greater area outdoors. If a DPH- certified inspector or risk assessor determines that a building constructed before 1978 is lead-free, the federal certification is not required for anyone working on that particular building.

4. Contractor's Liability

If the Contractor fails to comply with any applicable laws, rules, or regulations, and that failure results in a site or worker contamination, the Contractor will be held solely responsible for all costs involved in any required corrective actions, and shall defend, indemnify, and hold harmless the District, pursuant to the indemnification provisions of the Contract, for all damages and other claims arising therefrom.

If lead disturbance is anticipated in the Work, only persons with appropriate accreditation, registrations, licenses, and training shall conduct this Work.

It shall be the responsibility of the Contractor to properly dispose of any and all waste products, including, but not limited to, paint chips, any collected residue, or any other visual material that may occur from the prepping of any painted surface. It will be the responsibility of the Contractor to provide the proper disposal of any hazardous waste by a certified hazardous waste hauler. This company shall be registered with the Department of Transportation (DOT) and shall be able to issue a current manifest number upon transporting any hazardous material from any school site within the District.

The Contractor shall provide the District with any sample results prior to beginning Work, during the Work, and after the completion of the Work. The District may request to examine, prior to the commencement of the Work, the lead training records of each employee of the Contractor.

THE CONTRACTOR HEREBY ACKNOWLEDGES, UNDER PENALTY OF PERJURY, THAT IT:

1. HAS RECEIVED NOTIFICATION OF POTENTIAL LEAD-BASED MATERIALS ON THE OWNER'S PROPERTY;
2. IS KNOWLEDGEABLE REGARDING AND WILL COMPLY WITH ALL APPLICABLE LAWS, RULES, AND REGULATIONS GOVERNING WORK WITH, AND DISPOSAL, OF LEAD.

THE UNDERSIGNED WARRANTS THAT HE/SHE HAS THE AUTHORITY TO SIGN ON BEHALF OF AND BIND THE CONTRACTOR. THE DISTRICT MAY REQUIRE PROOF OF SUCH AUTHORITY.

Date: _____

Proper Name of Contractor: _____

Signature: _____

Print Name: _____

Title: _____

[END OF DOCUMENT]

DOCUMENT 00980

PREVAILING WAGE CERTIFICATION

PROJECT/CONTRACT NO.: _____ between
Grossmont-Cuyamaca Community College District ("District") and _____
("Contractor" or "Bidder") for the B20.002 Cuyamaca College Track and Field Improvements Ph. II –
Scoreboard ("Contract" or "Project").

I hereby certify that I will conform to the State of California Public Works Contract requirements regarding prevailing wages, benefits, on-site audits with 48-hours' notice, payroll records, and apprentice and trainee employment requirements, for all Work on the above Project including, without limitation, the labor compliance program, if this Project is subject to a labor compliance program.

**[IF THIS PROJECT USES FEDERAL FUNDS, DISTRICT SHOULD INCLUDE THE
FOLLOWING]**

I hereby certify that I will also conform to the Federal Labor Standards Provisions regarding minimum wages, withholding, payrolls and basic records, apprentice and trainee employment requirements, equal employment opportunity requirements, Copeland Act requirements, Davis-Bacon and Related Act requirements, Contract Work Hours and Safety Standards Act requirements, and any and all other applicable requirements for federal funding for all Work on the above Project.

Date: _____

Proper Name of Contractor: _____

Signature: _____

Print Name: _____

Title: _____

[END OF DOCUMENT]

EXHIBIT A

DVBE Program Requirements

Grossmont-Cuyamaca Community College District

Certification of Compliance with DVBE Policy

Project Name:_____

Bid Number:_____

Disabled Veteran Business Enterprise

Project agreements for the construction and/ or modernization of school facilities, which are approved for funding by the State Allocation Board, shall include the following language:

1. As required by the Education Code Section 17076.11, this Board has a participation goal for Disabled Veteran Business Enterprises of three percent (3%), per year, of overall dollar amount of funds allocated to the District by the State Allocation Board pursuant to the Leroy F. Greene School Facilities Act of 1998 for construction or modernization and expended each year by the District.
2. At the time of submission of bid documents, the contractor will provide a statement to the District of anticipated Disabled Veteran Business Enterprises in the contract. Prior to, and as a condition for final payment under any contract for such project, the contractor shall provide appropriate documentation to the District identifying the amount paid to Disabled Veteran Business Enterprises in conjunction with the contract, so that the District can assess its success at meeting this goal.
3. The District has devised a process for the implementation of this policy as defined in the Education Code and shall make any necessary revisions to keep the policy current with State Legislation.

The Bidder/Contractor agrees to comply with the above District DVBE policy:

Bidder/Contractor:_____

Signature:_____

Date:_____

Exhibit A

Grossmont-Cuyamaca Community College District

Disabled Veteran Business Enterprises (DVBE) Participation Requirement

I. STATEMENT OF DVBE PARTICIPATION GOAL REQUIREMENT

State Law requires that Districts make every effort to achieve a goal of three percent (3%) participation for Disabled Veteran Business Enterprises (DVBE) for projects which utilize funding from the State School Facilities Fund.

Read this document carefully. Failure to comply with the DVBE requirements may cause your bid to be deemed non responsive and your firm ineligible for award of this contract.

II. SATISFACTION OF THE DVBE PARTICIPATION GOAL REQUIREMENT

Goal Attainment - "Good Faith Effort"

In order to satisfy and be considered responsive to this requirement, the bidder must meet the DVBE Participation Goal or document a "Good Faith Effort", to meet the goal. A quick synopsis of instructions is as follows:

1. DVBE Participation Goal Attainment

The three percent (3%) Disabled Veteran Business Enterprise (DVBE) Participation Goal is attained when:

- (a) The bidder is not a DVBE and is committed to using DVBEs for not less than three percent (3%) of the contract dollar amount; or
- (b) The bidder is a DVBE and committed to performing not less than three percent (3%) of the contract dollar amount with its own forces or in combination with those of other DVBEs, including material and equipment suppliers; or
- (c) The bidder performs a "Good Faith Effort" in an attempt to solicit DVBEs for not less than three percent (3%) of the contract dollar amount.

2. Good Faith Effort

A "Good Faith Effort" to meet the DVBE participation goal is achieved by doing all of the following five items prior to the final bid due date and is

submitted with the bid documents. Each of these items must be satisfied for each project bid. The bidder shall:

- Step 1** Contact the District's, *campus designated*, DVBE Coordinator for this bid to identify potential DVBE's. (Stephen Johnson (619) 660-4681) This telephone call will initiate the provision of information to the bidder;
- Step 2** Contact other state and federal government agencies and local DVBE organizations to identify potential DVBE's for this contract;
- Step 3** Advertise in trade paper and papers focusing on DVBE's. Advertisement must have appeared in publication at least fourteen (14) calendar days prior to the bid due date, unless otherwise noted by the District in the bid documents.
- Step 4** Send solicitation to potential DVBE subcontractors and suppliers for this contract with sufficient lead time to fully entertain and consider responding bids.
- Step 5** Evaluate DVBE's responses for possible participation in this contract.

III. DVBE PARTICIPATION GOAL DOCUMENTATION REQUIREMENT

A. General

The bidder must document either its commitment to meet the DVBE participation goal or the Good Faith Effort performed if the goal wasn't met.

Bidders who submit a percentage less than 3% of goal attainment are required to submit documentation for making a "Good Faith Effort". This will ensure that either goal attainment or the "Good Faith Effort" has been met.

The bidder's efforts to meet the DVBE Participation Goal and /or make a "Good Faith Effort" must be diligent and the documentation must be sufficient to reasonably demonstrate that diligence to the District. Final determination of DVBE Participation Goal attainment or "Good Faith Effort" by the bidder shall be at the District's sole discretion.

B. Required Documentation for "Good Faith Effort"

The DVBE documentation and forms that must be completed and included with the bid submission for a "Good Faith Effort" (Option B) are as follows:

1. Form 840 & 840A (Documentation of DVBE Program Requirements)
 –Box B Checked.

2. Potential DVBE contact information obtained from State, Federal & Local Organizations. Submit information and screen prints if obtained through web result.
3. Copy of your advertisement(s).
4. Copies of all written invitations including delivery confirmations.
5. Documentation of all follow-up correspondence.
6. Certification of Compliance

C. Required Documentation for DVBE Goal Attainment

The DVBE documentation and forms must be presented completed and included with the bid submission for a (Option A) are as follows:

1. Form 840 & 840A (Documentation of DVBE Program Requirements)
–Box A Checked.
2. Completed Designation of DVBE Subcontractors form 00420
3. Certification of Compliance

The following link will be helpful in your Good Faith Effort.

<https://caleprocure.ca.gov/pages/sbdvbe-index.aspx>

Disclaimer: The District does not endorse any particular contractor or trade publication listed under the aforementioned resource.

DOCUMENTATION OF DISABLED VETERAN BUSINESS ENTERPRISE PROGRAM REQUIREMENTS

STD. 840 (REV. 3/2007)

A. Designation Of Option – Check the appropriate box(es) to indicate the option(s) with which you choose to comply, complete the applicable sections and attach the required supporting documentation. You are advised to read all instructions carefully prior to completing this form. Remember that only California certified DVBEs who can provide related goods and/or services may be used to satisfy these program solicitation requirements. DVBEs must perform a commercially useful function. During contract performance, all requests for substituting DVBE subcontractors must be made in accordance with the provisions of California Code of Regulations, Title 2, §1896.64(c).

☐ **OPTION A – I commit to meeting the full DVBE Agreement participation requirement.**

Complete: STD. 840, Section A (check the box on this form) and
Certification of Compliance with DVBE Policy - Attached

☐ **OPTION B – I performed and documented a Good Faith Effort (GFE) in an attempt to obtain DVBE participation.**

Complete: STD. 840, Section A (check the box on this form),
STD. 840, Section B (for GFE Steps 1 & 2),
STD. 840 (REVERSE), Section C (for GFE Steps 3-5), and
Certification of Compliance with DVBE Policy - Attached

☐ **OPTION C – I submit a copy of my firm's "Notice of Approved DVBE Business Utilization Plan."**

Complete: STD. 840, Section A (check the box on this form) and
Certification of Compliance with DVBE Policy - Attached

B. Documentation of Good Faith Effort Steps 1 and 2 – Full information must be provided. Remember to carefully read all instructions prior to completing this form. Please refer to the Resources & Information page for detailed contact information.

STEP 1. Contact the Awarding Department (the contracting official, unless another contact is specified) to identify potential DVBE subcontractors, and document this contact below.

Date Contacted / /	Contact Name	Telephone Number () - ext.
Describe Result		

STEP 2. Contact all of the following and document your contacts as required: Other State and federal agencies and local organizations to identify potential DVBE subcontractors. **Attach screen print(s) of Web Results for verification.**

Other State Agency – Procurement Division, Office of Small Business and DVBE Services (OSDS)

PHONE CONTACT OR ONLINE SEARCH	Date / /	Telephone Number (916) 375-4940	Contact Name	<input type="checkbox"/>	<i>I contacted the OSDS for a list of California certified DVBEs</i>
	Date / /	Internet Address www.pd.dgs.ca.gov/smbus		<input type="checkbox"/>	<i>I searched the OSDS online database to identify California certified DVBEs c</i>
Describe Result					

Federal Agency – U.S. Small Business Administration (SBA) online database

Date / /	Internet Address www.ccr.gov/.	<input type="checkbox"/>	<i>I searched the federal online database for California DVBEs.</i>
Describe Result			

Local DVBE Organizations – Contact at least one local DVBE organization – refer to the DVBE Resource Packet for a list of acceptable contacts. (**www.pd.dgs.ca.gov/smbus** – select “DVBE Resource Packet”)

Date / /	Organization Name			Contact Name
Describe Result				

Date / /	Organization Name	Contact Name	Telephone Number and/or Internet Address () - www.
Describe Result			

Go to Page 2, Section C to continue Good Faith Effort documentation ⇒

DOCUMENTATION OF DISABLED VETERAN BUSINESS ENTERPRISE PROGRAM REQUIREMENTS

C. Documentation of Good Faith Effort Steps 3, 4 and 5 – Full information must be provided.

STEP 3. Publish advertisements: At least two (2) advertisements: One (1) ad in an accepted trade paper; and one (1) ad in an accepted DVBE focus paper (please see the DVBE Resource Packet for a list of all accepted publications and a sample advertisement format); unless the paper is an approved dual purpose (fulfilling both trade and focus requirements), in which case one (1) ad is acceptable. **Document this step as required and remember to attach a copy of your advertisement(s).**

Focus Paper Name (list full name)	Contact Name	Telephone Number () -
Address		Date Ad Published / /
Trade Paper Name (list full name)	Contact Name	Telephone Number () -
Address		Date Ad Published / /

☐ I certify the ad was placed to reach both trade and focus audiences through this one publication.

Trade and Focus Paper Name (list full name)	Contact Name	Telephone Number () -
Address		Date Ad Published / /

STEP 4 & STEP 5. Document your completed contacts with (Step 4) and consideration of (Step 5), relevant DVBEs. Business reasons for non-selection must be explained. Attach additional pages to list all other DVBE contacts (you may use STD. 840A). Copies of all written invitations must be attached. Delivery confirmations should also be attached and submitted with the bid.

Date Contacted / /	DVBE Company Name		
DVBE Contact Name & Reference #	Telephone Number () - ext.	Fax Number () -	E-mail (if available)
Street Address, City, State, and Zip Code			

☐ DVBE was selected and is listed on the Designation of DVBE Subcontractors Form ☐ DVBE not selected for the following business reasons:

Date Contacted / /	DVBE Company Name		
DVBE Contact Name & Reference #	Telephone Number () - ext.	Fax Number () -	E-mail (if available)
Street Address, City, State, and Zip Code			

☐ DVBE was selected and is listed on the Designation of DVBE Subcontractors Form ☐ DVBE not selected for the following business reasons:

Date Contacted / /	DVBE Company Name		
DVBE Contact Name & Reference #	Telephone Number () - ext.	Fax Number () -	E-mail (if available)
Street Address, City, State, and Zip Code			

☐ DVBE was selected and is listed on the Designation of DVBE Subcontractors Form ☐ DVBE not selected for the following business reasons:

ATTACH ADDITIONAL PAGES (**OR USE STD. 840A**) TO LIST ALL OTHER **DVBE** CONTACTS

ADDITIONAL DISABLED VETERAN BUSINESS ENTERPRISE CONTACTS

STD. 840A (REV. 3/2007)

This document may be used as a continuation from Section C, STD. 840, Steps 4 & 5

Date Contacted / /				DVBE Company Name	
DVBE Contact Name & Reference #		Telephone Number () - ext.	Fax Number () -	E-mail (if available)	

Street Address, City, State, and Zip Code

☐ DVBE was selected and is listed on the Designation of DVBE Subcontractors Form following business reasons:

☐ DVBE not selected for the following business reasons:

Date Contacted / /				DVBE Company Name	
DVBE Contact Name & Reference #		Telephone Number () - ext.	Fax Number () -	E-mail (if available)	

Street Address, City, State, and Zip Code

☐ DVBE was selected and is listed on the Designation of DVBE Subcontractors Form following business reasons:

☐ DVBE not selected for the following business reasons:

Date Contacted / /				DVBE Company Name	
DVBE Contact Name & Reference #		Telephone Number () - ext.	Fax Number () -	E-mail (if available)	

Street Address, City, State, and Zip Code

☐ DVBE was selected and is listed on the Designation of DVBE Subcontractors Form following business reasons:

☐ DVBE not selected for the following business reasons:

Date Contacted / /				DVBE Company Name	
DVBE Contact Name & Reference #		Telephone Number () - ext.	Fax Number () -	E-mail (if available)	

Street Address, City, State, and Zip Code

☐ DVBE was selected and is listed on the Designation of DVBE Subcontractors Form following business reasons:

☐ DVBE not selected for the following business reasons:

Date Contacted / /				DVBE Company Name	
DVBE Contact Name & Reference #		Telephone Number () - ext.	Fax Number () -	E-mail (if available)	

Street Address, City, State, and Zip Code

☐ DVBE was selected and is listed on the Designation of DVBE Subcontractors Form following business reasons:

☐ DVBE not selected for the following business reasons:

DVBE Program Requirements Supplier Checklist (Rev. 2-28-2005)

Please do not submit this checklist with your bid. It is provided for your use only. Checking every box of your elected compliance option does not guarantee that your bid will be deemed compliant.

☐ **OPTION A: COMMITMENT TO DVBE AGREEMENT PARTICIPATION**

- ☐ STD. 840 included with bid
 - ☐ Designated the Commitment Option in Section A – Checked the first box of the form STD. 840
 - ☐ Bidder Declaration - completed and included with bid
 - ☐ Proposed DVBE participation meets the 3% requirement
-

☐ **OPTION B: GOOD FAITH EFFORT (GFE)**

- ☐ STD. 840 included with bid
 - ☐ Designated the GFE Option in Section A – checked the second box of the form STD. 840
 - ☐ Bidder Certification of Compliance with DVBE Policy - completed and included with bid (any participation obtained is identified on the Designation of DVBE Subcontractors form)
 - ☐ (Step 1) Contacted the Awarding Department and listed the contact information and results
 - ☐ (Step 2) Contacted Other State agency (Office of Small Business and DVBE Services) and listed the contact and results – if a DVBE search was conducted online, included a screen print with bid
 - ☐ (Step 2) Searched the Federal U.S. Small Business Administration (SBA) using the Central Contractor Registration (CCR) on-line database, noted the results and included a screen print with bid
 - ☐ (Step 2) Contacted Local DVBE Organization(s) and listed the contact and results – if a DVBE search was conducted online, included a screen print with bid
 - ☐ (Step 3) Advertised – IF NOT WAIVED IN THE SOLICITATION
 - Listed full information for the advertisement(s) and publication(s)
 - At least 2 ads (one in a trade publication and one in a DVBE focus publication); **OR** 1 ad in one approved dual-purpose publication (for approved publications, see the Resource Packet at www.dgs.ca.gov/smbus)
 - Attached a copy of the advertisement(s) and affidavit(s) of publication
 - The advertisements were published at least 14 days prior to the bid due date (or lesser time if specified in the bid documents)
 - The advertisements included required contact information
 - ☐ (Step 4) Listed on STD. 840 all DVBEs contacted that were not selected to perform as subcontractors
 - Attached copies of the invitations sent to DVBEs
 - Invitations included the required contact information
 - Attached copies of the delivery confirmations for invitations to DVBEs (e.g. mail receipts, fax confirmations, etc.)
 - ☐ (Step 5) Listed the business reasons for non-selection of DVBEs contacted
-
-
-
-
-
-
-

EXHIBIT B

Website for Prevailing Wage Scales

PREVAILING WAGE DETERMINATION

A copy of the Prevailing Wage Determination rates is on file at the District Office and the Program Manager Office in Parking Lot 4A, located at 8800 Grossmont College Drive, El Cajon CA 92020.

The Prevailing Wage Determination is also located on the Internet at the following website:

http://www.dir.ca.gov/dlsr/statistics_research.html

EXHIBIT C

Payee Data Record Form

Grossmont-Cuyamaca Community College District

PAYEE DATA RECORD

(Required in lieu of IRS Form W-9)

PEID

**PLEASE
RETURN or
FAX TO:**

Purchasing and Contracts
Grossmont-Cuyamaca Community College District
8800 Grossmont College Drive
El Cajon, CA 92020-1799
Phone: 619-644-7585
FAX: 619-644-7994

PURPOSE: Information contained in this form will be used by the District to prepare State of California Employment Development Department DE542 Reporting, Internal Revenue Form 1099, and for withholding on payments to nonresident payees. **Prompt return of this fully completed form will prevent delays when processing payment.**
(See Privacy Act Notice on page 4 of instructions)

PARTS 1-7 are to be completed by PAYEE

PART 1 PAYEE DATA Please print using block letters

Name (If sole proprietor or single-owner LLC, enter owner's full name here — **Last Name, First Name, and Middle Initial**) (See page 2, **Specific Instructions**):

▶

Business name, if different from above—trade or "doing business as (DBA)" name. (See page 2, **Specific Instructions**)

▶

Mailing address (Number and Street including Suite No. or Apartment No. — **DO NOT USE POST OFFICE BOX ADDRESS**):

▶

City, state and zip code:

▶

Phone number:

▶

Fax number:

▶

Toll free number:

▶

PART 2 PAYEE ENTITY TYPE CHECK ONE BOX ONLY

MEDICAL CORPORATION (including dentistry, podiatry, psychotherapy, optometry, chiropractic, etc.)

EXEMPT CORPORATION (Nonprofit)

ALL OTHER CORPORATIONS

PARTNERSHIP

LIMITED LIABILITY PARTNERSHIP (LLP)

LIMITED LIABILITY COMPANY (LLC)

ELECTING CORPORATE STATUS ON

FOR 3882

ESTATE OR TRUST

INDIVIDUAL/SOLE PROPRIETOR

LIMITED LIABILITY COMPANY (LLC)

Single Owner

FEDERAL/STATE/LOCAL GOVERNMENT

PART 3 PAYEE'S TAXPAYER I.D. NUMBER

SOCIAL SECURITY NUMBER IS REQUIRED FOR INDIVIDUAL/SOLE PROPRIETOR BY AUTHORITY OF THE REVENUE AND TAXATION CODE SECTION 18646.

IF PAYEE ENTITY TYPE IS A CORPORATION, PARTNERSHIP, LLP, CORPORATE STATUS LLC, ESTATE OR TRUST, OR FEDERAL/STATE/LOCAL GOVERNMENT, ENTER FEIN:

—
FEDERAL EMPLOYER'S IDENTIFICATION NUMBER (FEIN)

IF PAYEE ENTITY TYPE IS INDIVIDUAL/SOLE PROPRIETOR, OR SINGLE OWNER LLC, ENTER SSN:

—
SOCIAL SECURITY NUMBER (SSN)

NOTE: Payment will not be processed without an accompanying taxpayer I.D. number.

PART 4

FOR U.S. PAYEES EXEMPT FROM BACKUP WITHHOLDING (See page 2 of instructions)

Exempt from backup withholding

PART 5 PAYEE RESIDENCY STATUS

CHECK APPROPRIATE BOXES

California Resident — Qualified to do business in CA or a permanent place of business in CA

Nonresident (See page 3 of instructions) Payments to non residents for services may be subject to state withholding

WAIVER OF STATE WITHHOLDING FROM FRANCHISE TAX BOARD ATTACHED

SERVICES PERFORMED OUTSIDE OF CALIFORNIA

NOTE:
a. An estate is a resident if decedent was a California resident at time of death.
b. A trust is a resident if at least one trustee is a California resident.
(See page 3 of instructions)

PART 6 CERTIFYING SIGNATURE

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), **and**
- I am not subject to backup withholding because: **(a)** I am exempt from backup withholding, or **(b)** I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or **(c)** the IRS has notified me that I am no longer subject to backup withholding, **and**
- I am a U.S. person (including a U.S. resident alien)

Certification Instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN (See the attached instructions.)

SIGNATURE OF U.S. PERSON

▶

DATE

▶

PART 7 TYPE OF BUSINESS ENTERPRISE

CHECK IF APPLICABLE AND PROVIDE A COPY OF CERTIFICATION

Disabled Veteran Business Enterprise

Minority Business Enterprise

Woman Owned Business Enterprise

Rev. 3/04

Grossmont-Cuyamaca Community College District

PAYEE DATA RECORD

(Required in lieu of IRS Form W-9)

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

U.S. Person. Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee.

Note: *If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to IRS Form W-9.*

Foreign Person. If you are a foreign person, use the appropriate Form W-8 (see **Pub. 515**, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the recipient has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement that specified the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an

exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a **nonresident alien or a foreign entity** not subject to backup withholding, give the requester the appropriate completed Form W-8.

What is backup withholding? Persons making certain payments to you must withhold and pay to the IRS 30% of such payments (29% **after** December 31, 2003; 28% **after** December 31, 2005). This is called "backup withholding." Payments that may be subject to backup withholding include interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will **not** be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester, or
2. You do not certify your TIN when required (see the Part 6 instructions given below for details), or
3. The IRS tells the requester that you furnished an incorrect TIN, or
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the Part 4 instructions and the separate **Instructions for the Requester of Form W-9**.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of Federal law, the requester may be subject to civil and criminal penalties.

Grossmont-Cuyamaca Community College District

PAYEE DATA RECORD

(Required in lieu of IRS Form W-9)

Specific Instructions

PART 1—PAYEE DATA (NAME)

If you are an individual, you must generally enter the name shown on your social security card. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle the name of the person or entity whose number you enter in Part 3 of the form.

Sole proprietor. Enter your **individual** name as shown on your social security card in the "Name" box of Part 1. You may enter your business, trade, or "doing business as (DBA)" name in the "Business Name" box. **You may not enter only the business name.**

Limited liability company (LLC). If you are a single-member LLC (including a foreign LLC with a domestic owner) that is disregarded as an entity separate from its owner under Treasury regulations section 301.7701-3, **enter the owner's name in the "Name" box.** Enter the LLC's name in the "Business Name" box.

Other entities. Enter your business name as shown on required Federal tax documents in the "Name" box. This name should match the name shown on the charter or other legal documents creating the entity. You may enter any business, trade, or DBA name in the "Business name" box.

PART 2—PAYEE ENTITY TYPE. Please check appropriate box.

Note: *You are requested to check the appropriate box for your status (individual/sole proprietor, corporation, etc.).*

PART 3—PAYEE'S TAXPAYER IDENTIFICATION NUMBER (TIN)

Enter your TIN in the appropriate box. If you are a **resident alien** and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see **How to get a TIN** below.

If you are a sole proprietor, the District and the IRS prefer that you enter your social security number. The State of California Employment Development Department requires your SSN on the DE542 report.

If you are a single-owner **LLC** that is disregarded as an entity separate from its owner (see **Limited liability company (LLC)** in Part 1), **enter your SSN.** If the LLC is a corporation, partnership, etc., enter the entity's EIN.

Note: See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get **Form SS-5**, Application for a Social Security Card, from your local Social Security Administration office or get this form on-line at www.ssa.gov/online/sst.html. You may also get this form by calling 1-800-772-1213. Use **Form W-7**, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN or **Form SS-4**, Application for Employer Identification Number, to apply for an EIN. You can get Forms W-7

and SS-4 from the IRS by calling 1-800-TAX-FORM (1-800-829-3676) or from the IRS's internet Web Site at www.irs.gov.

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note: Writing "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: *A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.*

PART 4—EXEMPT FROM BACKUP WITHHOLDING

If you are exempt, enter your name as described above and check the appropriate box for your status, then check the "Exempt from backup withholding" box in Part 4.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

Note: If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

Exempt payees. Backup withholding is **not required** on any payments made to the following payees:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2);
2. The United States or any of its agencies or instrumentalities;
3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities;
4. A foreign government or any of its political subdivisions, agencies, or instrumentalities; or
5. An international organization or any of its agencies or instrumentalities;
6. A corporation;
7. A foreign central bank of issue;
8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States.
9. A futures commission merchant registered with the commodity Futures Trading Commission;
10. A real estate investment trust;
11. An entity registered at all times during the tax year under the Investment Company Act of 1940;
12. A common trust fund operated by a bank under section 584(a);
13. A financial institution;

Grossmont-Cuyamaca Community College District

PAYEE DATA RECORD

(Required in lieu of IRS Form W-9)

14. A middleman known in the investment community as a nominee or custodian; or

15. A trust exempt from tax under section 664 or described in section 4947.

The chart below shows types of payments that may be exempt from backup withholding. The chart applies to the exempt recipients listed above, **1** through **15**.

If the payment is for...	THEN the payment is exempt for...
Interest and dividend payments	All exempt recipients except for 9
Broker transactions	Exempt recipients 1 through 13 . Also, a person registered under the Investment Advisers Act of 1940 who regularly acts as a broker
Barter exchange transactions and patronage dividends	Exempt recipients 1 through 5
Payments over \$600 required to be reported and direct sales over 1	Generally, exempt recipients 1 through 7 ²

¹ See Form 1099-MISC, Miscellaneous Income, and its instructions.

² However, the following payments made to a corporation (including gross proceeds paid to an attorney under section 6045(f), even if the attorney is a corporation) and reportable on Form 1099-MISC are **not exempt** from backup withholding: medical and health care payments, attorneys' fees; and payments for services paid by a Federal executive agency.

PART 5—RESIDENCY STATUS

Each corporation, individual, sole proprietor, partnership, estate or trust doing business with the Grossmont-Cuyamaca Community College District must indicate their residency status along with their taxpayer identification number.

A **corporation** will be considered a "resident" if it has a permanent place of business in California. The corporation has a permanent place of business in California if it is organized and existing under the laws of this state or, if a foreign corporation, has qualified to transact intrastate business. A corporation that has not qualified to transact intrastate business (e.g., a corporation engaged exclusively in interstate commerce) will be considered as having a permanent place of business in this state only if it maintains a permanent office in this state that is permanently staffed by its employees.

For **individuals/sole proprietors**, the term "resident" includes every individual who is in California for other than a temporary or transitory purpose and any individual domiciled in California who is absent for a temporary or transitory purpose. Generally, an individual who comes to California for a purpose, which will extend over a long or indefinite period, will be considered a resident.

However, an individual who comes to perform a particular contract of short duration will be considered a nonresident.

For withholding purposes, a **partnership** is considered a resident partnership if it has a permanent place of business in California. An estate is considered a California estate if the decedent was a California resident at the time of death and a trust is considered a California trust if at least one trustee is a California resident.

More information on residency status can be obtained by calling the Franchise Tax Board at the numbers listed below:

From within the United States, call 1-800-338-0505

From outside the United States, call.....1-916-845-6600

For hearing impaired with TDD, call.....1-800-822-6268

Are You Subject To Nonresident Withholding?

Payments made to nonresident payees, including corporations, individuals, partnerships, estates and trusts, are subject to withholding. Nonresident payees performing services in California or receiving rent, lease or royalty payments from property (real or personal) located in California will have 7% of their total payments withheld for state income taxes. However, no withholding is required if total payments to the payee are \$1500 or less for the calendar year.

A nonresident payee may request that income taxes be withheld at a lower rate or waived by sending a completed form FTB 588 to the address below. A waiver will generally be granted when a payee has a history of filing California returns and making timely estimated payments. If payee activity is carried on outside of California or partially outside of California, a waiver or reduced withholding rate may be granted. For more information, contact:

Franchise Tax Board Nonresident

Withholding Section

Attention: State Agency Withholding Coordinator PO

Box 651 Sacramento, CA 95812-0651

Telephone: (916) 845-4900

FAX: (916) 845-4831

If the Franchise Tax Board has authorized a reduced rate of withholding or waiver, attach a copy to this form.

Grossmont-Cuyamaca Community College District

PAYEE DATA RECORD

(Required in lieu of IRS Form W-9)

PART 6—CERTIFICATION

To establish to the withholding agent that you are a U.S. person, or resident alien, sign the PAYEE DATA RECORD Form. The withholding agent may request you to sign even if items 1, 3, and 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in PART 2 should sign (when required). Exempt recipients, see **Exempt from backup withholding** on page 2.

Signature requirements. Complete the certification as indicated in 1 through 5 below.

- 1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983.** You must give your correct TIN, but you do not have to sign the certification.
- 2. Interest, dividend and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983.** You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.
- 3. Real estate transactions.** You must sign the certification. You may cross out item 2 of the certification.
- 4. Other payments.** You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payment to corporations).
- 5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified state tuition program payments (under section 529), IRA or Archer MSA contributions or distributions, and pension distributions.** You must give your correct TIN, but you do not have to sign the certification.

PART 7—TYPE OF BUSINESS ENTERPRISE

Please check every box that applies and attach appropriate certification.

What Name/Number to Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor ²
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee ¹
b. So-Called trust account that is not a legal or valid trust under state law	The actual owner ¹
5. Sole proprietorship or single-owner LLC	The owner—See Footnote 3
For this type of account:	Give name and EIN of:
6. Sole proprietorship or single-owner LLC	The owner—See 5 above and Footnote 3.
7. A valid trust, estate, or pension trust	Legal entity ⁴
8. Corporate or LLC electing corporate status on Form 8832	The corporation
9. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
10. Partnership or multi-member LLC	The partnership
11. A broker or registered nominee	The broker or nominee
12. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity

¹ List first and circle the name of the persons whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

² Circle the minor's name and furnish the minor's SSN.

³ **You must show your individual name**, but you may also enter your business or "DBA" name. **The District and the IRS prefer that you provide your SSN. The District needs your SSN for State of California EDD DE542 reporting purposes. You may provide both you SSN and your EIN. The SSN will only be used for State of California EDD DE542 reporting; your EIN will be used for IRS 1009MISC reporting**

⁴ List first and circle the name of the legal trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.)

Note: If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons who must file information returns with the IRS to report interest, dividends, and certain other income paid to you, mortgage interest you paid, the acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA or Archer MSA. The IRS uses the numbers for identification purposes and to help verify the accuracy of your tax return. The IRS may also provide this information to the Department of Justice for civil and criminal litigation, and to cities, states, and the District of Columbia to carry out their tax laws. We may also disclose this information to other countries under a tax treaty, or to Federal and state agencies to enforce Federal nontax criminal laws and to combat terrorism.

You must provide your TIN whether or not you are required to file a tax return. Payers must generally withhold 30% of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to a payer. Certain penalties may also apply.

EXHIBIT D

Pre-Bid Request for Information Form

GROSSMONT-CUYAMACA
COMMUNITY COLLEGE DISTRICT**REQUEST FOR INFORMATION**
Pre-Bid Project RFI No. _____PROJECT: B20.002 Cuyamaca College Track and Field Improvements Ph. II – Scoreboard**Contractor RFI No:** _____TO: Grossmont-Cuyamaca Community
College District
c/o Brian Browning/ Gafcon
Direct: 619-660-4681
E-mail: bbrowning@gafcon.com**Contractor RFI Date:** _____

Date Received by CM/PM: _____

Date Required by Contractor: _____

Date Forwarded to Contractor: _____

REQUEST:

Contractor Recommendations (when applicable):

Requested By: _____

Company Name

Date: _____

Signed: _____

Name & Signature

ANSWER:

Responded By: _____

Company Name

Date: _____

Signed: _____

Name & Signature

**THIS IS NOT AN AUTHORIZATION TO PROCEED WITH WORK INVOLVING ADDITIONAL COSTS
AND/OR NOTIFICATION MUST BE GIVEN IN ACCORDANCE WITH THE CONTRACT DOCUMENTS
IF ANY RESPONSE CAUSES ANY CHANGES TO THE CONTRACT.**

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>)	Thurs., September 02, 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 122 consecutive calendar days. The calendar days specified herein includes 5 calendar day(s) for anticipated inclement weather.

EXHIBIT F:

Drawings Table of Contents by HMC Architects

G0.10 COVER SHEET

G0.11 PROJECT DATA SHEET & INDEX

G1.10 CAMPUS PLAN

C1.00 TITLE AND NOTE SHEET

C1.01 DETAIL SHEET

C2.00 EXISTING CONDITION PLAN

C3.00 GRADING PLAN KEY MAP

C3.01 GRADING & UTILITY PLAN

C3.02 GRADING PLAN

C3.03 GRADING PLAN

C4.00 EROSION CONTROL PLAN

C4.01 EROSION CONTROL PLAN

A1.10 SITE PLAN - DEMOLITION

A1.11 SITE PLAN - REMODEL

A10.01 DETAILS

S0.01 GENERAL NOTES

S0.02 GENERAL NOTES

S0.03 ABBREVIATIONS AND SYMBOLS

S0.10 TYPICAL CONCRETE DETAILS

S0.11 TYPICAL DETAILS

S2.01 FOUNDATION PLAN AND ELEVATION

S3.01 DETAILS

E1.0 ELECTRICAL SYMBOLS, ABBREVIATIONS, AND NOTES

E1.1 ENLARGED SITE PLAN

E1.2 ENLARGED PLANS

E1.3 ONE-LINE DIAGRAM AND DETAILS

**E1.4 SCOREBOARD/CONTROL STATION COMM./CONTROL WIRING
DIAGRAM**

E1.5 ELECTRICAL DETAILS

E1.6 PANEL SCHEDULES

EXHIBIT G:
Specifications Table of Contents by
HMC Architects
TABLE OF CONTENTS

DIVISION 00 - PROCUREMENT AND CONTRACTING REQUIREMENTS

TO BE PROVIDED BY OWNER UNDER SEPARATE COVER

DIVISION 01 - GENERAL REQUIREMENTS

SECTION 01 10 00 - SUMMARY OF WORK
SECTION 01 20 00 - PRICE AND PAYMENT PROCEDURES
SECTION 01 26 10 - REQUESTS FOR INFORMATION (RFI)
SECTION 01 30 00 - ADMINISTRATIVE REQUIREMENTS
SECTION 01 32 16.13 - NETWORK ANALYSIS SCHEDULES
SECTION 01 40 00 - QUALITY REQUIREMENTS
SECTION 01 50 00 - TEMPORARY FACILITIES AND CONTROLS
SECTION 01 55 00 - VEHICULAR ACCESS AND PARKING
SECTION 01 57 20 - CONTROL OF CONSTRUCTION NOISE
SECTION 01 60 00 - PRODUCT REQUIREMENTS
SECTION 01 70 00 - EXECUTION REQUIREMENTS

DIVISION 02 - EXISTING CONDITIONS

SECTION 02 22 20 - SELECTIVE DEMOLITION

DIVISION 03 - CONCRETE

SECTION 03 30 00 - CAST-IN-PLACE CONCRETE
SECTION 03 48 00 - PRE-CAST CONCRETE SPECIALTIES

DIVISION 05 - METALS

SECTION 05 12 00 - STRUCTURAL STEEL FRAMING
SECTION 05 50 00 - METAL FABRICATIONS
SECTION 05 52 14 - SITE METAL FABRICATIONS

DIVISION 09 - FINISHES

SECTION 09 90 00 - PAINTING

DIVISION 11 - EQUIPMENT

SECTION 11 68 45 - SCOREBOARD

DIVISION 12 - FURNISHINGS

SECTION 12 93 00 - SITE FURNISHINGS

DIVISION 26 - ELECTRICAL

SECTION 26 01 00 - GENERAL PROVISIONS

SECTION 26 05 19 - POWER CONDUCTORS

SECTION 26 05 26 - GROUNDING

SECTION 26 05 33 - CONDUIT AND FITTINGS

SECTION 26 05 34 - OUTLET AND JUNCTION BOXES

SECTION 26 05 43 - UNDERGROUND PULL BOXES AND MANHOLES

SECTION 26 22 13 - DRY TYPE TRANSFORMERS

SECTION 26 24 16 - PANELBOARDS

SECTION 26 27 26 - SWITCHES AND RECEPTACLES

SECTION 26 28 16 - DISCONNECTS

SECTION 26 90 90 - ELECTRICAL CLOSEOUT

DIVISION 27 - COMMUNICATIONS

SECTION 27 01 00 - GENERAL PROVISIONS

SECTION 27 10 00 - DATA-AV INFRASTRUCTURE

DIVISION 31 - EARTHWORK

SECTION 31 10 00 - SITE CLEARING

SECTION 31 20 00 - EARTHMOVING

SECTION 31 22 00 - EARTHWORK

SECTION 31 23 16 - EXCAVATION

SECTION 31 23 17 - TRENCHING

SECTION 31 23 23 - BACKFILLING

SECTION 31 63 23 - CAST-IN-PLACE DRILLED HOLE PILES

DIVISION 32 - EXTERIOR IMPROVEMENTS

SECTION 32 12 16 - ASPHALT PAVING

SECTION 32 13 13 - CONCRETE PAVING

SECTION 32 17 23 - PAVEMENT MARKING

SECTION 32 17 26 - CAST-IN-PLACE TACTILE/DETECTABLE WARNING TILE

DIVISION 33 - UTILITIES

SECTION 33 41 00 - STORM DRAINAGE

EXHIBIT H

Small and Underutilized Business Certification Information Form

**SMALL AND UNDERUTILIZED
BUSINESS CERTIFICATION INFORMATION**

Firm Name: _____

The District is interested in determining the number of small/underutilized businesses bidding on its projects. If your firm is a small and underutilized business certified by any of the following agencies, please list those certifications below and attach this sheet to your proposal.

- California Department of General Services (DGS)
- California Public Utilities Commission (CPUC) Supplier Clearinghouse
- California Unified Certification Program (CUCP/CALTRANS)
- Los Angeles County Metropolitan Transportation Authority (METRO)
- System for Award Management (SAM)

Small Business Enterprise (SBE)

Certification I.D.: _____ Expiration Date: _____

Certifying Agency: _____

Disadvantaged Business Enterprise (DBE)

Certification I.D.: _____ Expiration Date: _____

Certifying Agency: _____

Minority Business Enterprise (MBE)

Certification I.D.: _____ Expiration Date: _____

Certifying Agency: _____

Woman-owned Business Enterprise (WBE)

Certification I.D.: _____ Expiration Date: _____

Certifying Agency: _____

**Disabled Veteran-owned/Service Disabled Veteran-owned Business Enterprise
(DVBE)/(SDVOB)**

Certification I.D.: _____ Expiration Date: _____

Certifying Agency: _____

GCCCD BIDDER INFORMATION FORM

The Grossmont-Cuyamaca Community College District (GCCCD) is committed to the opportunity for the inclusion of local contractors and suppliers, as well as small or historically underutilized businesses on Propositions R and V projects. The GCCCD Small Business Outreach Program is in place to identify and engage these businesses, and assist them in identifying and bidding on District projects. Targeted businesses are identified in one or more of the following categories:

- Small or Underutilized Businesses: Includes businesses certified as a Small Business Enterprise (SBE), Disadvantaged Business Enterprise (DBE), Minority-owned Business Enterprise (MBE), Woman-owned Business Enterprise (WBE), and/or Disabled Veteran-owned Business Enterprise (DVBE)
- East County Businesses: Includes businesses located within the GCCCD boundaries
- Local Businesses: Includes businesses beyond the District boundaries, but located within San Diego County

Eligible businesses are included in the GCCCD database of small, East County, and local businesses and are provided notification of bid opportunities. If you would like to be included, please fill out the information below and email or fax to Stephen Johnson, GCCCD Communications Coordinator, at Stephen.johnson@gafcon.com or (619)644-7990.

For more information on the Outreach Program, please visit <http://proprsv.gcccd.edu>.

CONTACT INFORMATION

Your Name: _____

Company's Legal Business Name (LBN): _____

Doing Business As (DBA) Name if different: _____

Address, City, State, Zip: _____

Phone: _____ Fax: _____

Email: _____ Website: _____

Businesses located within the following communities or zip codes are considered to be within the GCCCD boundaries and will be noted as East County businesses.

- Cities: El Cajon, La Mesa, Lemon Grove, and Santee
- Communities and Neighborhoods: Alpine, Bostonia, Boulevard, Campo, Casa de Oro, Crest, Cuyamaca, Dehesa, Descanso, Dulzura, Eucalyptus Hills, Flinn Springs, Granite Hills, Guatay, Harbison Canyon, Jacumba, Jamul, Japatul, Julian, Lake Morena, Lakeside, Mount Helix, Mount Laguna, Ocotillo Wells, Pine Valley,

Potrero, Rancho San Diego, Spring Valley, Tecate, Tierra del Sol, and Vallecito

Firms listed outside the District boundaries but within San Diego County will be noted as local businesses.

Database entries will be made upon verification of business location on the Contractors State License Board website at
<https://www2.cslb.ca.gov/onlineservices/checklicenseII/checklicense.aspx>.

Key words describing your business or services:

LICENSE INFORMATION

Please list any and all construction licenses, classifications and certifications held:

—

License Number(s): _____

SMALL AND UNDERUTILIZED BUSINESS CERTIFICATION INFORMATION

Please list all of the small business certifications your firm currently holds. A list of certifying agencies recognized by the District is available at
<http://proprsv.gcccd.edu/Resources/Pages/CertifyingAgency.aspx>.

Small Business Enterprise (SBE)

Certification I.D.: _____ Expiration Date: _____

Certifying Agency: _____

Disadvantaged Business Enterprise (DBE)

Certification I.D.: _____ Expiration Date: _____

Certifying Agency: _____

Minority-owned Business Enterprise (MBE)/ State Minority-owned Business Enterprise (SMBE)

Certification I.D.: _____ Expiration Date: _____

Certifying Agency: _____

Woman-owned Business Enterprise (WBE)/ State Woman-owned Business Enterprise (SWBE)

Certification I.D.: _____ Expiration Date: _____

Certifying Agency: _____

Disabled Veteran-owned Business Enterprise (DVBE)

Certification I.D.: _____ Expiration Date: _____

Certifying Agency: _____

Please include this completed form with the bid submitted for this project or forward it to Stephen Johnson, GCCCD Program Communications Coordinator, via email at stephen.johnson@gafcon.com or fax at (619) 644-7990. You will receive a confirmation email that your information has been verified and entered into the database.

EXHIBIT I

Wage Rate Worksheet



GROSSMONT-CUYAMACA
COMMUNITY COLLEGE DISTRICT

Submission Date: _____

Wage Rate Worksheet

Provide for each trade and craft level for Contractor and Subcontractor

Project Name: Cuyamaca College Track and Field Improvements Ph. II – Scoreboard

Project Number: B20.002

Contractor: _____

Trade: _____

Effective Dates: _____

Time: (Regular, Overtime, Double Time) _____

	Shop		Field		
	Journeyman	Foreman	Journeyman	Foreman	General Foreman
Hourly Base Rate					
Base Wage Rate					
Vacation Pay					
Supplemental Dues	-				
Total Base Wage					
Payroll Taxes					
FICA (Social Security)	-				
FUI or FUTA (Unemployment insurance)					
SUI or SUTA (State unemployment insurance)					
Total Payroll Taxes					
Fringe Benefits					
Health & Welfare	-				
Pension					
Apprenticeship Training					
Industry Fund					
Other (Explain)-Per Wage Determination					
Total Fringe Benefits					
Total Labor Cost Per Hour					
Bond Rate (%)					

EXHIBIT J

Bidder Reference Form

Requested By: PM Name, Grossmont-Cuyamaca Community College District

Requested Date:

Subject Project:

Subject Project Scope:

Estimated Contract Award:

Respondent: Name, Title, Project Name

Contact Info:

Reference Project: Project Value:

Completion Date:

You/your projects have been listed as reference on bid forms submitted by for the above listed project.

Please comment on the following with regard to your interactions with Insert Contractor Name :
Check Yes or No, if no please provide an explanation.

1. What was the basic scope of work for the reference project?
2. Did the contractor work collaboratively with the Inspection Team / QC Manager?
☐ Yes ☐ No, if no please explain below.
3. Was the contractor's Change Issue approach appropriate to the scope & detail of the project documents?
☐ Yes ☐ No, if no please explain below.
4. Did the contractor demonstrate ability to coordinate with owner/facility with regard to shutdowns/access/public interaction? ☐ Yes ☐ No, if no please explain below.
5. Was the contractor responsive? ☐ Yes ☐ No, if no please explain below.
6. Did the contractor submit complete & accurate pay applications in a timely manner?
☐ Yes ☐ No, if no please explain below.

7. Did the contractor execute project required documents & reports (RFIs, Daily Reports, Submittals, etc.) in a professional & timely manner? ☐ Yes ☐ No, if no please explain below.

8. Did the contractor demonstrate a knowledge of construction techniques? ☐ Yes ☐ No, if no please explain below.

9. Did the contractor demonstrate a working ability to perform work for a public agency? ☐ Yes ☐ No, if no please explain below.

10. Was the contractor an asset or a detriment to the project completion on time?

11. Was the contractor an asset or detriment to the project completion on budget?

12. Would you hire the contractor for another project regardless of low bid? ☐ Yes ☐ No, if no please explain below.

13. Is there anything else you would like us to know about this contractor?

☐ Yes, if yes explain below. ☐ No

Thank you in advance for providing feedback. References are a required metric of contractor evaluation in determining award of bid.

Please let me know if you have any questions or concerns.

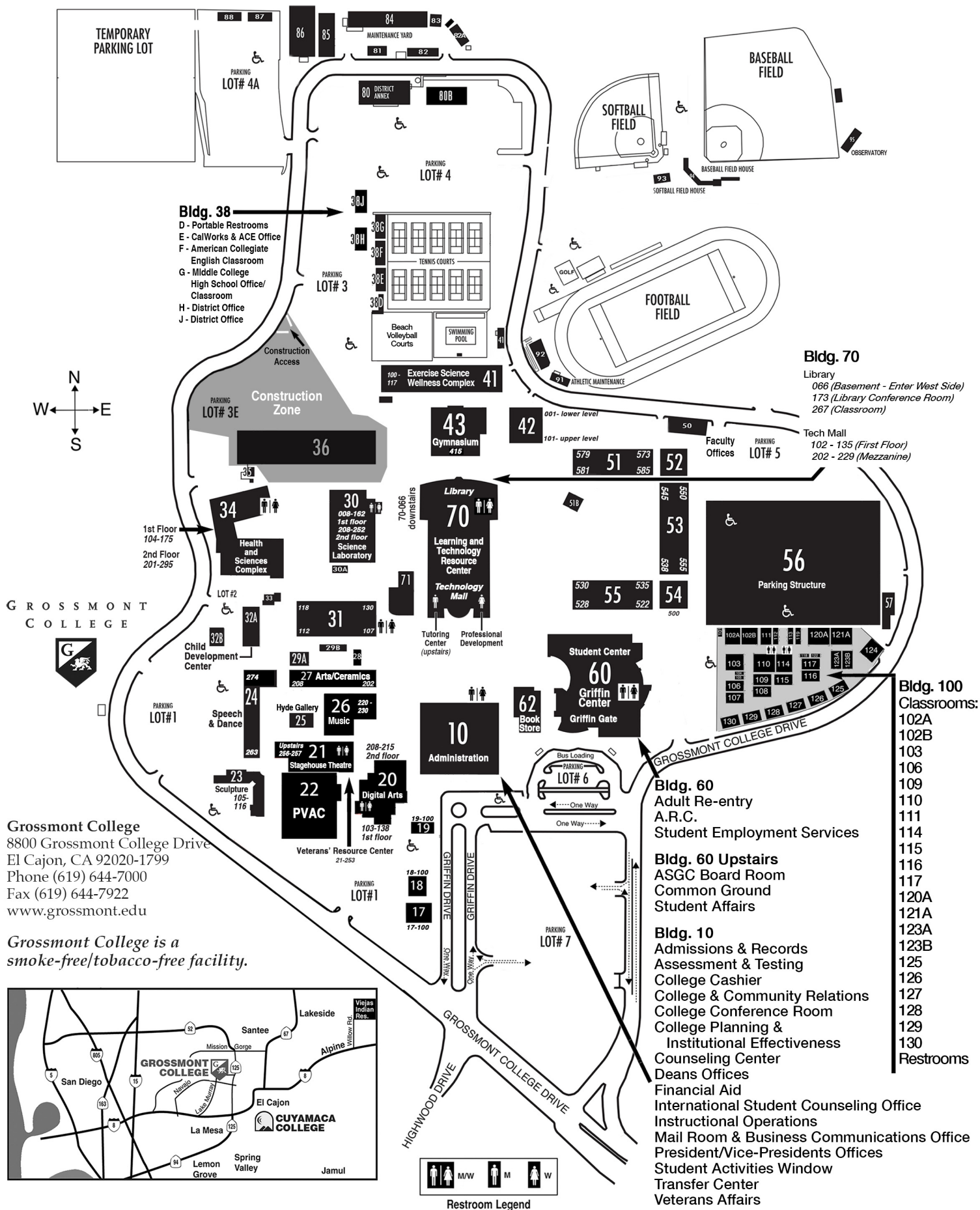
Respectfully,

Name
Project Manager,
Grossmont-Cuyamaca Community College District

EXHIBIT K

Campus Maps

Grossmont College Map

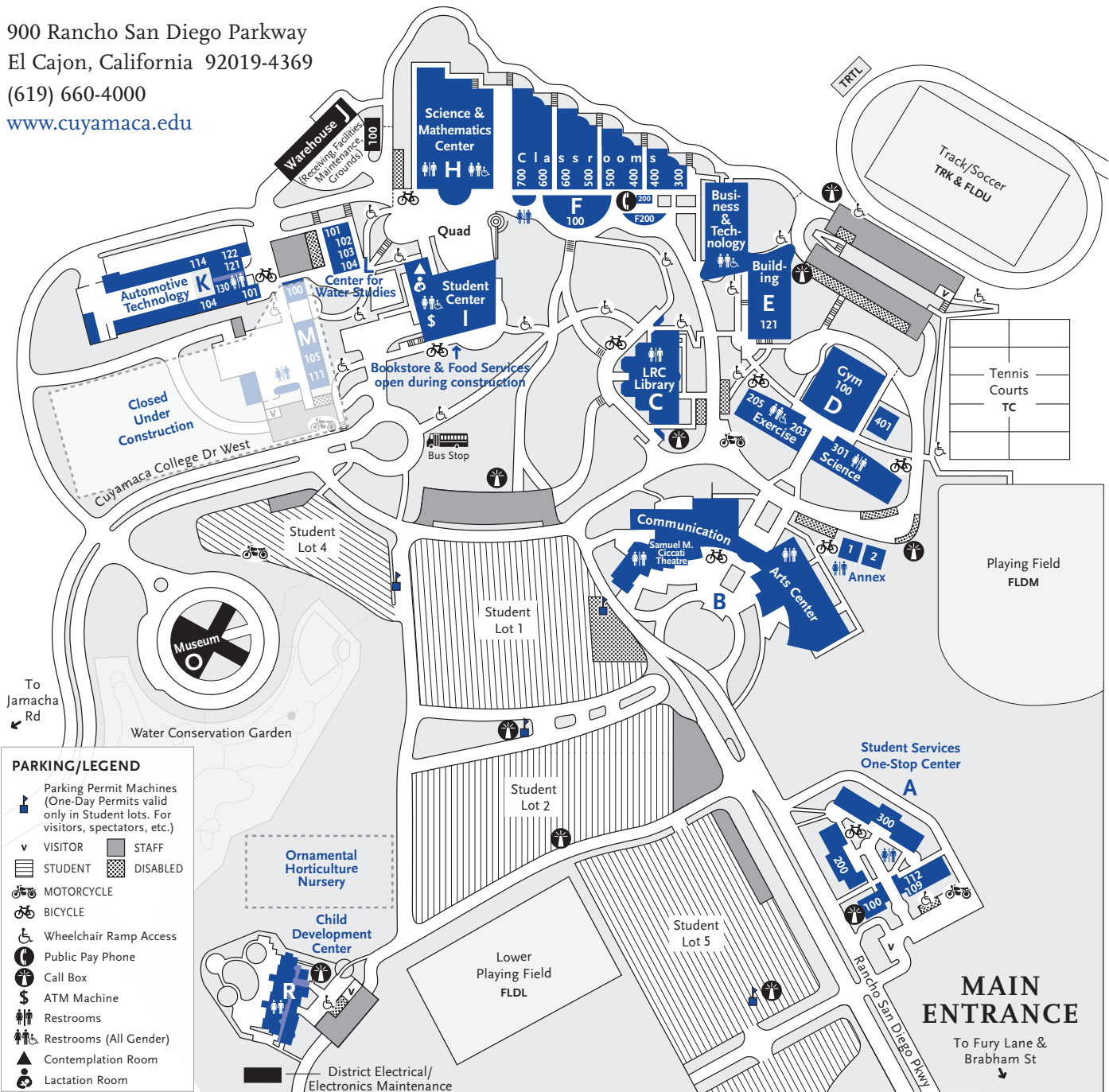


CUYAMACA COLLEGE

900 Rancho San Diego Parkway
El Cajon, California 92019-4369

(619) 660-4000

www.cuyamaca.edu



Academic Resource Center - C Bldg
Adjunct Faculty Offices - B, E and F Bldgs
Administration - F Bldg
Admissions & Records - A Bldg
Assessment Center - A Bldg
Automotive Technology - K Bldg
Bookstore - Student Center
CalWORKs S.T.E.P.S. - A Bldg
CAFYES - A Bldg
Campus & Parking Services (CAPS) - A Bldg
CARE - A Bldg
Career/Placement Center - I Bldg
Cashier - A Bldg
Center for Water Studies - L Bldg
Child Development Center - R Bldg
Computer Labs/Tech Mall (Student use) - E Bldg

Counseling - A Bldg
DSPS Learning Lab - C Bldg
Duplicating (Faculty Support Services) - F Bldg
Environmental Training Center (ETC) - F Bldg
EOPS - A Bldg
Facilities Office - J-100
Financial Aid - A Bldg
Fitness Center - D Bldg
Food Services - Student Center
Gym - D Bldg
Health & Wellness Center - I Bldg
Heritage of the Americas Museum - O Bldg
High School & Community Relations - A Bldg
Institutional Effectiveness, Success & Equity - E Bldg

Library (LRC) - C Bldg
Mailroom - F Bldg
Nursery (Plant Sales) - by R Bldg
Ornamental Horticulture - closed for construction
Pathway Academy - Annex 2
Samuel M. Ciccati Performing Arts Center - B Bldg
Sheriff's Office - A Bldg
STEM Achievement Center - H Bldg
Student Affairs - Student Center
Student Center - I Bldg
Switchboard - F Bldg
Transfer Center - A Bldg
UP! - A Bldg
Veterans Center - I Bldg
Writing Center - B Bldg
Word Processing (Faculty Support Services) - F Bldg

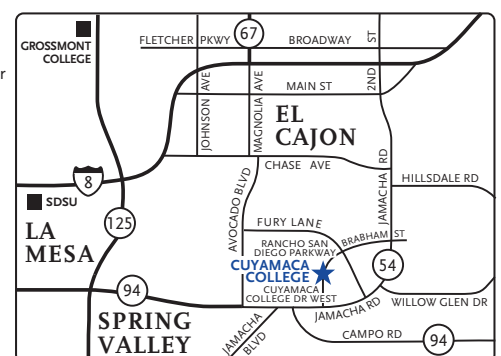


EXHIBIT L

Grossmont-Cuyamaca Community College District Standards

Please see the below link for the GCCCD District Standards.

<http://propsrv.gcccd.edu/Projects/Project%20Related%20Resources/Design%20Guidelines%20and%20Standards.pdf>

EXHIBIT M

Non-Mandatory Pre-Bid Meeting and Job Walk

Any bidders intending to attend a pre-bid meeting and job walk need to provide notice, informing the project management team the number of people attending. Notices should be emailed to Jami McArdle at jmcardle@gafcon.com at least 24 hours in advance of attendance.

Monday, February 22, 2021 at 2:00 p.m.

EXHIBIT N

Grossmont-Cuyamaca Community College District Academic Calendar

Additional academic calendars will be issued throughout the project as they become available.



GROSSMONT-CUYAMACA
COMMUNITY COLLEGE DISTRICT
Academic Calendar 2020 – 2021

2020

JUNE						
S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

JULY						
S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

AUGUST						
S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
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16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

SEPTEMBER						
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		1	2	3	4	5
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13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

OCTOBER						
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18	19	20	21	22	23	24
25	26	27	28	29	30	31

NOVEMBER						
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15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

DECEMBER						
S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

2021

JANUARY						
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24	25	26	27	28	29	30
31						

FEBRUARY						
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28						

MARCH						
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21	22	23	24	25	26	27
28	29	30	31			

APRIL						
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				1	2	3
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11	12	13	14	15	16	17
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25	26	27	28	29	30	

MAY						
S	M	T	W	T	F	S
						1
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9	10	11	12	13	14	15
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23	24	25	26	27	28	29
30	31					

JUNE						
S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

Number of Instructional Days						
	M	T	W	T	F	Total
FA20	18	18	17	17	17	87*
SP21	16	18	18	18	17	87
Total Instructional Days						174*
Instructional Saturdays-Fall 2020						16
Instructional Saturdays-Spring 2021						16
Total Saturdays						32
*One Saturday counts as part of instructional year (12/5)						

Legend

Summer 2020		6/8 – 7/30
Registration		4/23 - 6/7
8-week session		6/8 - 7/30
First 4-week session		6/8 - 7/2
Second 4-week session		7/7 - 7/30
First 6-week session		6/8 - 7/16
Second 6-week session		6/22 - 7/30
8-week Grade Deadline		8/6
Fall 2020		8/17 - 12/14
Registration		6/22 - 8/16
Prof. Development		8/10 - 8/14
Add/Drop ¹		8/17 - 8/30
Last Day to Apply P/NP- 1 st 8-Week		8/28
Last Day to Drop W/Out "W"(Refund) ¹		8/30
Census ²		8/31
Last Day to Apply for P/NP		9/18
Second 8-week session		10/12 - 12/7
1 st 8-week session grade deadline		10/15
Last Day to Apply P/NP-2 nd 8-Week		10/23
Last Day to Drop with "W" ¹		11/8
Finals Week		12/8 - 12/14
Grade Deadline		12/18
Interession 2021		1/4 - 1/30
Registration		11/16 - 1/3
Grade Deadline		2/4
Spring 2021		2/1 - 6/7
Registration		11/16 - 1/31
Prof. Development		1/26 - 1/29
Add/Drop ¹		2/1 - 2/14
Last Day to Apply P/NP-1 st 8-Week		2/11
Last Day to Drop W/out "W" (Refund) ¹		2/14
Census ¹		2/16
Last Day to Apply for P/NP ¹		3/5
Spring Recess		3/29 - 4/3
1 st 8-week session grade deadline		4/1
Second 8-week session		4/5 – 5/29
Last Day to Apply P/NP-2 nd 8-Week		4/16
Last Day to Drop with "W"		5/2
Finals Week		6/1 - 6/7
GC Commencement		6/9
CC Commencement		6/10
Grade Deadline		6/10
Summer 2021		6/14 – 8/5
Holidays		
Independence Day		7/6
Labor Day		9/7
Veterans Day		11/11
Thanksgiving		11/26 - 11/28
College & District Offices Closed		12/24 - 1/3
Martin Luther King Day		1/18
Presidents Weekend		2/12 - 2/15
Spring Holiday		4/2 – 4/3
Memorial Day		5/31

¹Dates are for full semester courses

GCCCD
ACADEMIC CALENDAR 2020-2021

FALL 2020 (87* Days) *One Saturday counts as part of instructional year (12/5)

SUMMER 2020: June 8 – July 30

June 4	Application Deadline (for registration appointment time)
June 22-August 16	Fall Registration
August 10-14	Professional Development-Organizational Meetings
August 17	Semester Length/First 8-Week Classes Begin
August 17-30	Add/Drop Period (full semester classes)
August 28	Last Day to Apply for P/NP-First 8-Week Session
August 30	Last Day to Drop Full Semester Classes without a "W"
August 30	Last Day to Apply for Refund for Full Semester Classes
August 31	Census Day (full semester classes)
September 7	Holiday (Labor Day)
September 18	Last Day to Apply P/NP – Semester Length Classes
October 9	Last Day to Apply for Fall 2020 Degree/Certificate
October 10	First 8-Week Session Ends
October 12	Second 8-Week Session Begins
October 15	First 8-Week Session grade deadline
October 23	Last Day to Apply for P/NP-Second 8-Week Session
November 8	Last Day to Drop Semester Length Classes (with "W")
November 11	Holiday (Veteran's Day)
November 26, 27, 28	Holiday (Thanksgiving)
December 7	End of Second 8-Week Session
December 8-14	Final Examinations
December 14	Fall Semester Ends
December 15-January 31	Winter Recess (for students)
December 18	Instructor Grade Deadline
December 24 –January 3	College and District Offices Closed

SPRING 2021 (87 DAYS)

October 30	Application Deadline (for registration appointment time)
November 16-January 31	Spring Registration
January 4-30	Intersession 2021
January 18	Holiday (Martin Luther King Day)
January 26-29	Professional Development-Organizational Meetings
February 1	Semester Length/First 8-Week Classes Begin
February 1-14	Add/Drop Period
February 11	Last Day to Apply for P/NP-First 8-Week Session
February 12,13	Holiday (Lincoln's Birthday)
February 14	Last Day to Drop Full Semester Classes without a "W"
February 14	Last Day to Apply for Refund for Full Semester Classes
February 15	Holiday (Washington's Birthday)
February 16	Census Day (full semester classes)
March 5	Last Day to apply P/NP – Semester Length Classes
March 12	Last Day to Apply for Spring 2021 Degree/Certificate
March 27	First 8-Week Session Ends
March 29 - April 3	Spring Recess
April 1	First 8-Week Session grade deadline
April 2 - 3	Spring Holiday
April 5	Second 8-Week Classes Begins
April 16	Last Day to Apply for P/NP-Second 8-Week Session
May 2	Last Day to Drop Semester Length Classes (with "W")
May 29	End of Second 8-Week Session
May 31	Holiday (Memorial Day)
June 1 - 7	Final Examinations
June 7	Spring Semester Ends
June 9	Grossmont Graduation
June 10	Cuyamaca Graduation
June 10	Instructor Grade Deadline

SUMMER 2021: June 14 – August 5

EXHIBIT O

Geotechnical Evaluation Cuyamaca College Track and Field Improvements Phase II – Fan Support Prepared by Group Delta

GROUP



DELTA

**REPORT OF GEOTECHNICAL INVESTIGATION
CUYAMACA COLLEGE TRACK AND FIELD IMPROVEMENTS
PHASE II – FAN SUPPORT
EL CAJON, CALIFORNIA**

Prepared for

GROSSMONT-CUYAMACA COMMUNITY COLLEGE DISTRICT

GAFCON – Campus Project Manager
900 Rancho San Diego Parkway
El Cajon, California 92019

Prepared by

GROUP DELTA CONSULTANTS, INC.

9245 Activity Road, Suite 103
San Diego, California 92126

Project No. SD646
February 7, 2020



GROUP DELTA

February 7, 2020

Grossmont-Cuyamaca Community College District
GAFCON – Campus Project Manager
900 Rancho San Diego Parkway
El Cajon, CA 92019

Attention: Mr. Brian Browning, PE


SUBJECT: REPORT OF GEOTECHNICAL INVESTIGATION
Cuyamaca College Track & Field Improvements, Phase II – Fan Support
El Cajon, California

Mr. Browning:


Group Delta Consultants, Inc. (Group Delta) is pleased to submit the following report presenting the results of our geotechnical investigation for the proposed Track & Field Improvements Phase II – Fan Support project at Cuyamaca College in El Cajon, California. We prepared this report in general accordance with our proposal (Group Delta, 2019) and Grossmont-Cuyamaca Community College District (GCCCD) Amendment 10 to Contract C13529 (GCCCD, 2019). It is our opinion that the site is geotechnically suitable for the proposed development. This report presents our findings, conclusions and geotechnical recommendations for the proposed construction.

We appreciate this opportunity to be of continued professional service. Feel free to contact the office with any questions or comments, or if you need anything else.


GROUP DELTA CONSULTANTS

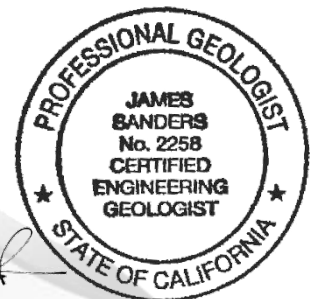

Jeremy S. Faker, P.E. 85300
Project Engineer




Matthew A. Fagan, G.E. 2569
Senior Geotechnical Engineer




James C. Sanders, C.E.G. 2258
Associate Engineering Geologist



Distribution: (1) Addressee, Mr. Brian Browning, PE (bbrowning@gafcon.com)

TABLE OF CONTENTS

1.0	INTRODUCTION	5
1.1	Scope of Services	5
1.2	Site Description	6
1.3	Proposed Development.....	6
2.0	FIELD AND LABORATORY INVESTIGATION	7
2.1	Field Investigation	7
2.2	Laboratory Testing.....	7
3.0	GEOLOGY AND SUBSURFACE CONDITIONS.....	7
3.1	Undocumented Fill	8
3.2	Granitoid Rock (Kgr)	8
3.3	Groundwater	8
4.0	GEOLOGIC HAZARDS.....	9
4.1	Ground Rupture.....	9
4.2	Seismicity.....	9
4.3	Liquefaction and Secondary Effects	10
4.4	Seismic Compaction	10
4.5	Landslides and Lateral Spreads	10
4.6	Flooding, Tsunamis, and Seiches.....	10
5.0	CONCLUSIONS	11
6.0	RECOMMENDATIONS	12
6.1	Earthwork	12
6.1.1	Site Preparation.....	12
6.1.1	Reuse of Existing Soils and Rock.....	12
6.1.2	Remedial Earthwork	13
6.1.3	Fill Compaction	14
6.1.4	Import Soil	14
6.1.5	Temporary Excavations	14
6.2	Seismic Design	15
6.3	Shallow Foundations	16
6.3.1	Bearing Pressures	16

6.3.2	Lateral Resistance.....	16
6.3.3	Settlement.....	16
6.4	Deep Foundations	16
6.5	Interior Reinforced Concrete Slabs	17
6.5.1	Moisture Protection for Slabs	17
6.6	Free Standing Gravity or Cantilever Retaining Walls	17
6.7	Exterior Concrete Slabs	17
6.8	Reactive Soils.....	18
6.9	Surface Drainage	18
6.10	Excavation and Grading Observation and Testing	18
7.0	LIMITATIONS.....	19
8.0	REFERENCES.....	20

FIGURES

Figure 1A – Site Location Map
Figure 1B – Site Vicinity Map
Figure 1C – Aerial Site View 3-Dimensional
Figure 2A – Exploration Locations on Aerial Photograph
Figure 2B – Exploration Locations on Topographic Plan
Figure 3 – Geology Map
Figure 4A – Geotechnical Cross Section A-A’
Figure 4B – Geotechnical Cross Section B-B’
Figure 5 – Regional Fault Map
Figure 6 – Shallow Foundation Dimension Detail
Figure 7 – Lateral Earth Pressures for Yielding Retaining Walls
Figure 8 – Wall Drainage Details

APPENDICES

Appendix A – Field Exploration
Appendix B – Laboratory Testing

1.0 INTRODUCTION

This report presents the results of the geotechnical investigation by Group Delta Consultants, Inc. (Group Delta) for the proposed Track & Field Improvements Phase II – Fan Support project at Cuyamaca College in El Cajon, California. The project is located at the existing track and field north of the campus. We understand the project will provide a new scoreboard and relatively small modular structures including a snack bar and restrooms with associated utilities on the south side of the existing track and field. Additional improvements may include new bleachers or grandstands along the cut slope on the northwest side of the existing track and field which may require a new retaining wall. The site location is shown in Figure 1A. The site vicinity is shown in more detail in Figure 1B. A three-dimensional aerial view of the site is provided in Figure 1C. The approximate locations of the geotechnical explorations conducted for this investigation are shown in Figures 2A and 2B.

The purpose of this report is to provide geotechnical information to support the design of the project. This report provides interpretations of the geologic and geotechnical conditions observed, and recommendations for design and construction. Group Delta developed the recommendations from our recent subsurface exploration and laboratory testing, geologic and geotechnical engineering interpretation and analyses, and our previous experience with similar geologic conditions.

1.1 Scope of Services

The scope of services included a geologic reconnaissance, subsurface exploration, geotechnical laboratory testing, geotechnical analyses, and report preparation. Group Delta prepared this report in accordance with our referenced proposal (Group Delta, 2019) and Grossmont-Cuyamaca Community College District (GCCCD) Amendment 10 to Contract C13529 (GCCCD, 2019). In summary, we provided the following scope of services.

- Subsurface exploration consisting of two exploratory borings (B-1 and B-2) in the general area of the proposed new scoreboard and modular structures, and five test pits (TP-1 through TP-5) in the general area of the proposed new grandstands. Figures 2A and 2B show the approximate locations of these explorations. Appendix A provides records of the borings and test pits.
- Geotechnical laboratory testing of soil samples collected from the explorations. Appendix B provides the geotechnical laboratory test results.
- Engineering analysis of the field and laboratory data to develop geotechnical parameters and preliminary recommendations for design and construction.
- Preparation of this report with our findings, conclusions and recommendations.

1.2 Site Description

The approximate centroid of the existing track and field at the site is at a latitude of 32.747097° north and a longitude of 116.943754° west, as shown in Figure 1A. The existing track and field is relatively flat with elevations around 430 feet above Mean Sea Level (MSL). The site is generally surrounded by hills to the north, west, and south that reach elevations of up to 700 feet MSL. The site is immediately surrounded by approximate 2H:1V (Horizontal to Vertical) cut slopes into the foothills to the north, west and south that vary in height up to 40 feet or more as shown in Figures 1A through 2B. An existing parking area is located immediately east of the track and field towards the campus.

According to the Cuyamaca College Composite Topographic Survey (NV5, 2015), there are several existing underground utilities at the site. Figure 2B provides the estimated locations of existing known utilities at the site including storm drains and irrigation lines. Other utilities not shown may also be present. We understand a 30-inch diameter reinforced concrete pipe (RCP) storm drain is located about 8 to 12 feet below existing grade in the area of the proposed new grandstands (see Figure 4B, Geotechnical Cross Section B-B').

Approximate elevations were estimated using the referenced composite topographic survey (NV5, 2015). Note that elevations were not provided on the referenced composite topographic survey (NV5, 2015) and that elevations provided in this report are assumed.

1.3 Proposed Development

The proposed improvements will consist of a new state of the art LED scoreboard along with associated controls, power, and data utilities, as well as new modular structures intended for use as a snack bar and restrooms on the south side of the existing track and field as shown in Figures 1C, 2A and 2B. Associated subsurface utilities are anticipated to support the new modular structures. Details of the proposed modular structure foundations are not yet available.

New bleachers or grandstands up to 5 seating rows in height are also proposed along the cut slope on the northwest side of the existing track and field as shown in Figures 1C, 2A and 2B. Details of the proposed grandstand foundations are not yet available. We anticipate that the bleachers may be supported by individual foundations drilled or excavated into the slope. Alternatively, a retaining wall may be constructed within the existing cut slope in order to create a level area for support of the grandstands.

Note that Group Delta was not provided any renderings, drawings, plans or specifications for this project. Our understanding of the project is based on our correspondence with you.

2.0 FIELD AND LABORATORY INVESTIGATION

The field investigation consisted of a site reconnaissance, two geotechnical borings in the general area of the new scoreboard and modular structures, and five test pits into the existing cut slope in the general area of the new grandstands. The sections below provide discussion of the field investigation and laboratory testing program.

2.1 Field Investigation

The field investigation included a site reconnaissance, two (2) hollow stem auger borings (B-1 and B-2) in the general area of the new scoreboard and modular structures, and five (5) test pits (TP-1 through TP-5) excavated into the toe of the existing cut slope in the general area of the new grandstands. The maximum depth of the borings and test pits was about 20 and 4 feet below surrounding grades, respectively. The approximate locations of the borings and test pits are shown on Figures 2A and 2B. Appendix A provides the boring and test pit records and discusses the methods used to complete the explorations.

2.2 Laboratory Testing

Soil samples were collected from the borings and test pits for laboratory testing. The geotechnical testing program included moisture content and dry density, sieve analyses, and Plasticity Index testing to aid in soil classification using the Unified Soil Classification System (USCS). Index tests were also conducted to help evaluate the soil expansion potential and corrosivity. Direct shear testing was also performed on selected samples to help develop engineering parameters for use in design. The laboratory test results are shown in Appendix B.

3.0 GEOLOGY AND SUBSURFACE CONDITIONS

The site is located within the Peninsular Ranges geomorphic province of southern California. The Peninsular Ranges are characterized by a series of northwest trending mountain ranges separated by valleys, with a coastal plain of subdued landforms. The mountain ranges are underlain primarily by Mesozoic metamorphic rocks that were intruded by plutonic rocks of the southern California batholith, while the coastal plain is underlain by subsequently deposited sedimentary formations.

The general area of the proposed new scoreboard and modular structures is underlain by deeply weathered granitoid rocks (map symbol Kgr). These granitoid rocks are covered with a few feet of undocumented fill soils. The existing 2H:1V (horizontal to vertical) cut slope in the general area of the proposed new grandstands predominantly exposes weathered granitoid rock. However, up to 10 feet or more of undocumented fill associated with construction of the existing 30-inch diameter RCP storm drain is present at the toe of the slope.

Figure 3 shows the geology at the site from the United States Geological Survey (USGS) Geologic Map for the El Cajon 30' x 60' quadrangle. Figures 4A and 4B, Geotechnical Cross Sections A-A' and B-B' summarize our interpretation of the subsurface geology at the site based on our exploratory borings and test pits. The approximate locations of the Geotechnical Cross Sections A-A' and B-B' are shown on Figures 2A and 2B. The sections below describe the geologic units encountered at the site ranging from the youngest to oldest.

3.1 Undocumented Fill

Localized undocumented fill up to three feet thick was encountered in our two borings in the general area of the proposed new scoreboard and modular structures. Note that the fill thickness could be greater in areas not explored. This fill was generally observed to consist of pale olive to reddish brown, medium dense to dense, moist, non-plastic silty sand (USCS Classification SM).

Undocumented fill was also encountered in our test pits. This fill is believed to be associated with construction of the existing 30-inch diameter RCP storm drain that runs north-south along the toe of the existing slope in the area of the proposed grandstands. Based on field measurements to the bottom of accessible storm drain inlets, the fill may be 10 feet or more in depth below grade. This fill was generally observed to consist of brown, loose to medium dense, moist, non-plastic, poorly- and well-graded sand with silt and gravel (SP-SM and SW-SM). Index testing on select samples indicate this fill is not expansive and has a negligible potential for sulfate attack of concrete. However, the fill may be mildly corrosive to buried metals based on commonly accepted criteria for minimum resistivity. The existing fill is considered "undocumented" because presently there are no available records of observation and in-place density testing of the fill placement and compaction by a Geotechnical Engineer.

3.2 Granitoid Rock (Kgr)

Our reconnaissance and explorations indicate that the site is underlain at depth by Cretaceous-age Granitoid Rock (Map Symbol – Kgr) consisting of gray to reddish brown decomposed to intensely weathered granitoid rocks. Disturbed samples of this material collected from our borings and test pits were observed to consist predominately of moist, fine to coarse grained, well-graded sand (SW) and silty sand (SM). This material is very dense based on resistances to drive samples. The corrected SPT blow counts (N_{60}) were generally higher than 100, with refusal encountered in most drive samples. This material encountered moderate difficulty to excavation using a mini-excavator near the surface.

3.3 Groundwater

No seepage or groundwater was encountered in the geotechnical borings or test pits. Our previous experience in the site vicinity suggests that the local groundwater table is relatively deep. Wet soils or seepage may be present in undocumented fill soils associated with the existing

30-inch diameter storm drain in the general area of the proposed new grandstands. However, it should be noted that changes in rainfall, irrigation practices or site drainage may produce seepage or locally perched groundwater conditions at any location within the fill soil or granitoid rocks underlying the site. Such conditions are difficult to predict, and are typically mitigated if and where they occur during construction.

4.0 GEOLOGIC HAZARDS

The subject site is not located within an area previously known for significant geologic hazards. Evidence of past landslides, liquefaction or active faulting at the site was not encountered in our geotechnical investigation or literature review. We anticipate that the main geologic hazards at the site will be associated with the potential for strong ground shaking due to a seismic event. Each of the potential geologic hazards is described below.

4.1 Ground Rupture

Ground rupture is the result of movement on an active fault reaching the ground surface. The site is not located within an Alquist-Priolo Earthquake Fault Zone. The nearest known Holocene-active fault is located within the Rose Canyon Fault Zone, about 20 kilometers (km) west of the site. No indications of active faulting at the site were found in our reconnaissance or literature review. Therefore, the potential for fault rupture at the site is considered remote.

4.2 Seismicity

The site could be subjected to moderate to strong ground shaking from nearby or more distant, large magnitude earthquakes occurring during the expected life span of the project. This hazard is managed by structural design of the improvements (as applicable) per the latest edition of the California Building Code (CBC). Seismic design parameters are provided in the *Recommendations* section of this report.

A historical earthquake search was performed using the Advanced National Seismic System (ANSS) Comprehensive Earthquake Catalog (ComCat) (NCEDC, 2014). This search included earthquakes with magnitudes 4.5 or greater within 100 kilometers of the project site. Results of the search are summarized below.

Time Period (1800 to February 2020)	220+ years
Maximum Magnitude	6.8
Number of Events Exceeding Magnitude 4.5 Within 100 km	61
Approximate Distance to Nearest Historical Earthquake with M>4.5	15 km

The closest earthquakes with a magnitude 4.5 or greater within a 100-kilometer radius of the site include a 1894 magnitude 5.7 earthquake about 15 kilometers east of the site and a 1862

magnitude 5.9 earthquake about 25 kilometers west of the site. A maximum magnitude 6.8 earthquake occurred in 1890 more than 85 kilometers northwest of the site.

4.3 Liquefaction and Secondary Effects

Liquefaction is the sudden loss of soil shear strength within saturated, loose to medium dense, sands and non-plastic silts. Liquefaction is caused by the build-up of pore water pressure during strong ground shaking from an earthquake. The secondary effects of liquefaction are sand boils, settlement, and instabilities within sloping ground. The potential for liquefaction and secondary effects should be negligible based on the apparent densities of the underlying granitoid rocks and the anticipated depth to groundwater at the site (greater than 70 feet).

4.4 Seismic Compaction

An additional effect of strong ground shaking is the potential densification of loose to medium dense granular soils that are above groundwater (seismic compaction) that could result in settlement. This hazard is considered to be low. Cretaceous rocks at the site should not be prone to seismic compaction if undisturbed during construction. In addition, remedial grading below the proposed modular structures, retaining walls, and grandstands should mitigate the potential for seismic compaction of the existing undocumented fills below these proposed improvements.

4.5 Landslides and Lateral Spreads

Evidence of ancient landslides or slope instabilities was not observed during our literature review or site reconnaissance. Based on the apparent densities and relatively high shear strength of the granitoid rocks, and existing 2H:1V inclination of the existing cut slope at the site, it is our opinion that slope instability will not adversely affect the proposed improvements, provided that our recommendations are properly implemented during construction.

4.6 Flooding, Tsunamis, and Seiches

The site is not located within a FEMA 100-year flood zone (FEMA, 2012). Therefore, the potential for flooding to affect the site should be low. The site is not located near any large bodies of water, such as lakes or bays, therefore the risk of tsunamis and seiches at the site should be nonexistent.

5.0 CONCLUSIONS

The planned improvements are feasible from a geotechnical perspective, provided that our recommendations for design and construction are implemented. A summary of our general conclusions is provided below.

- The general area of the proposed new scoreboard and modular structures is underlain by shallow undocumented fill over competent decomposed to highly weathered Cretaceous-age granitoid rock. The existing undocumented fills are not considered suitable for direct support of structural loads from foundations or modular structures in their current state, and should be excavated and replaced as compacted fill within the structure areas. Modular structures may be supported by conventional shallow foundations bearing on compacted fill. The scoreboard will likely be supported by drilled pile foundations.
- The area of the proposed grandstands currently contains a 2H:1V slope cut within weathered granitoid rock. Undocumented fills associated with the existing 30-inch diameter RCP storm drain up to 10 feet or more in depth exist near the toe of the slope. We understand that gravity or cantilever retaining walls may be constructed within the existing slope using masonry block or cast-in-place reinforced concrete to create space for the bleachers. Alternatively, the bleachers may be founded on piles drilled into the slope. Remedial grading may be needed below the proposed retaining walls and grandstands, depending on the final design. Group Delta should review the retaining wall, grandstand, scoreboard and modular structure foundation plans prior to finalization.
- Groundwater was not encountered in our subsurface explorations, and is anticipated at depths of more than 70 feet below grade. Groundwater should not influence design. However, minor groundwater seepage may be encountered during construction.
- The on-site soils should be suitable for reuse as compacted fill. Laboratory tests indicate that the near surface soils at the site primarily consist of sand and gravel mixtures with a very low expansion potential and negligible potential for sulfate attack of concrete. However, the on-site soils be mildly corrosive to buried metals.
- In general, excavations at the site should be achievable using standard heavy earthmoving equipment in good working condition with experienced operators. However, excavations within less weathered areas of granitoid rock may require rock hammers, and may generate large blocks of rock, or boulders that may need to be hauled off site for disposal. Alternatively, over-size materials may be broken down less than 6-inches in maximum dimension and incorporated into compacted fill.
- The primary geologic hazard at the site is the potential for strong ground motion from an earthquake, which may be mitigated by structural design per the applicable building code for seismic Site Class C. The probability of other geologic hazards should be low.

6.0 RECOMMENDATIONS

The remainder of this report presents recommendations for earthwork and design and construction of the proposed improvements. These recommendations are based on empirical and analytical methods typical of the standards of practice in southern California and common San Diego area construction methods and practice. If these recommendations do not appear to cover a specific feature of the project, please contact our office for additions or revisions.

6.1 Earthwork

Grading and earthwork should be conducted in general accordance with the applicable requirements of the California Building Code (CBC) and the Standard Specifications for Public Works Construction (SSPWC). The following recommendations are provided for specific aspects of the proposed earthwork construction. These recommendations should be considered subject to revision based on the conditions observed by the Geotechnical Engineer during earthwork.

6.1.1 Site Preparation

Site preparation should begin with the removal of deleterious materials from the site. Deleterious materials include existing structures, foundations, slabs, trees, vegetation, trash, contaminated soil and demolition debris. Areas of the subgrade disturbed by demolition should be restored to the satisfaction of the Geotechnical Engineer during earthwork.

Existing subsurface utilities that will be abandoned should be removed and the excavations backfilled and compacted as described in the *Fill Compaction* section of this report. Alternatively, the abandoned pipes may be grouted with a two-sack sand-cement slurry under the observation of the Geotechnical Engineer. A minimum 28-day compressive strength of 100 psi is recommended for the sand-cement slurry.

6.1.1 Reuse of Existing Soils and Rock

On-site undocumented fills should be suitable for reuse as compacted fill provided that the deleterious materials are removed, and the remaining soil is replaced as recommended in the *Fill Compaction* section this report.

Material generated from excavations within granitoid rocks should be suitable for reuse as compacted fill. However, over-size materials should be broken down to less than 6-inches in maximum dimension prior to incorporation into compacted fill. Excavations within the bedrock may generate large blocks of rock, or boulders that may need to be hauled off site for disposal.

6.1.2 Remedial Earthwork

6.1.2.1 Modular Structure Pad Areas

All existing undocumented fill beneath proposed modular structures should be completely removed to expose competent granitoid rocks and replaced as compacted fill as recommended in the *Fill Compaction* section of this report. A minimum over-excavation depth of three feet below finish pad grade is recommended, although deeper areas of undocumented fill may be encountered. The actual removal depths may vary depending on the conditions observed by the Geotechnical Engineer during earthwork. The remedial grading should extend at least 5-feet beyond the perimeter of the proposed structures. All fill placed within modular structure pad areas should have a very low expansion potential with an Expansion Index (EI) less than 20.

6.1.2.2 Grandstand Areas

Shallow foundations for retaining walls should not transition between cut in granitoid rocks and compacted fill without specific recommendations from a Geotechnical Engineer. Accordingly, the retaining wall footings may bear entirely on granitoid rocks or entirely on compacted fill.

Should the retaining wall footings be required to bear entirely on compacted fill based on the final location of the retaining wall, all existing undocumented fill beneath the retaining wall footings should be completely removed to expose competent granitoid rocks and replaced as compacted fill as recommended in the *Fill Compaction* section of this report. At least 24-inches of compacted fill should be provided below all retaining wall footings if bearing entirely on compacted fill. All fill placed below retaining wall footings should have a very low expansion potential with an Expansion Index (EI) less than 20. Note the proposed retaining wall location was not provided for this report.

The area to support bleachers or grandstands should be scarified 12 inches, brought to slightly above optimum moisture content, and compacted as recommended in the *Fill Compaction* section of this report.

6.1.2.3 Exterior Surface Improvements

In areas of proposed exterior surface improvements such as sidewalks, existing undocumented fills should be scarified a minimum of 12-inches below the bottom of the subgrade elevations, brought to slightly above optimum moisture content, and compacted as recommended in the *Fill Compaction* section of this report. Areas that expose formational materials should not generally require removal. However, depending on the type of surface improvement, local removal and recompaction, additional reinforcement and/or construction joints may be needed to reduce the potential for cracking. Specific requirements should be coordinated between the Geotechnical Engineer, Structural Engineer and Landscape Architect.

6.1.3 Fill Compaction

Fill and backfill should be placed in loose lifts appropriate for the compaction equipment used and processed to have a moisture content that is slightly above the optimum moisture content. Fill and backfill should be compacted using equipment that can produce a uniformly compacted product. The minimum recommended relative compaction is 90 percent of the maximum dry density based on ASTM D1557 at slightly above optimum moisture content. Rocks greater than 6 inches in maximum dimension should not be used in compacted fill.

A two-sack sand-cement slurry may also be used for structural fill as an alternative to compacted soil. It has been our experience that slurry is often useful in confined areas which may be difficult to access with typical compaction equipment. A minimum 28-day compressive strength 100 psi is recommended for the sand-cement slurry. Samples of the slurry should be fabricated and tested for compressive strength during construction. Three-quarter inch gravel completely wrapped in filter fabric (Mirafi 140N, or equivalent) may also be used as backfill in confined areas.

6.1.4 Import Soil

Imported fill sources should be observed and sampled prior to hauling onto the site to determine the suitability for use. In general, imported soil for fill should consist of granular material with less than 35 percent passing the No. 200 sieve based on ASTM C136, an Expansion Index less than 20 based on ASTM D4829 and a maximum particle size not exceeding six inches.

Prior to importing, samples of all proposed import should be laboratory tested by the Geotechnical Engineer to evaluate the suitability of these soils for their proposed use. Additional testing for environmental conditions may also be required prior to accepting soil for import. The contractor should coordinate sufficient lead time for this testing and evaluations.

6.1.5 Temporary Excavations

Temporary excavations are anticipated for the construction of the proposed retaining walls and underground utilities. All excavations should conform to California OSHA (Cal-OSHA) guidelines.

Based on the existing data interpreted from site reconnaissance and subsurface exploration, the following Cal-OSHA Soil Types may be assumed for planning purposes. The contractor should note the materials encountered in construction excavations could vary significantly across the site. The assessment of Cal-OSHA Soil Types for temporary slopes is based on preliminary engineering classifications of material encountered in widely spaced explorations. Note that slopes that exceed 20 feet in height require specific analysis by a registered Civil Engineer.

Geologic Unit	Cal/OSHA Soil Type
Existing Undocumented Fill	Type C ^{1, 2}
New Compacted Fill	Type B ^{1, 2}
Granitoid Rock	Type A ^{1, 2}

1. Not subject to vibration or surcharge loads.
2. Groundwater at least 5 feet below the bottom of the slope with no seepage emanating from the face of the slope.

The design and construction of temporary slopes, as well their maintenance and monitoring during construction, is the responsibility of the contractor. The contractor should have a competent person evaluate the soil or rock conditions encountered during excavation to determine permissible temporary slope inclinations and other measures as required by Cal-OSHA. The contractor's competent person should observe temporary slopes at regular intervals to assess their need for maintenance and stability.

6.2 Seismic Design

Seismic design parameters were developed in accordance with the 2019 California Building Code. Based on the subsurface exploration and underlying geology, the site classification for seismic design is Site Class C in accordance with Chapter 20 of ASCE 7-16. Mapped seismic design parameters were developed using the online SEAOC/OSHPD Seismic Design Maps tool (SEAOC/OSHPD, 2019) and are provided in the table below.

Design Parameters	Mapped Seismic Design Parameter (ASCE 7-16 Section 11.4)
Site Latitude	32.74635
Site Longitude	-116.94420
S_s (g)	0.747
S_1 (g)	0.275
PGA_M (g)	0.385
F_a	1.201
F_v	1.500
T_s (sec)	0.46
T_L (sec)	8.00
S_{MS} (g)	0.897
S_{M1} (g)	0.412
S_{DS} (g)	0.598
S_{D1} (g)	0.275

6.3 Shallow Foundations

We understand shallow foundations may be used to support proposed modular structures and/or retaining walls. Shallow foundations for modular structures should bear entirely on new compacted fill. Footings for new retaining walls should bear entirely on granitoid rocks or entirely on new compacted fill, and should not transition between cut in granitoid rocks and compacted fill without specific recommendations from a Geotechnical Engineer.

6.3.1 Bearing Pressures

The following geotechnical bearing pressures are provided for design:

- Allowable Bearing: 2,500 lbs/ft²
(allow a ⅓ increase for short-term wind or seismic loads)
- Minimum Footing Width: 12 inches (see Figure 6)
- Minimum Footing Depth: 18 inches below lowest adjacent soil grade (see Figure 6)
- Minimum Reinforcement: Per structural engineer

6.3.2 Lateral Resistance

Lateral loads against shallow foundations may be resisted by friction between the bottoms of footings and the soil, and passive pressure from the portion of vertical foundation members embedded into compacted fill. A coefficient of friction of 0.35 and a passive pressure of 350 lbs/ft² per foot of embedment may be used.

6.3.3 Settlement

We estimate that the total and differential settlement of the new modular structure or retaining wall foundations will be less than ½ inch and ¼ inch in 40 feet, respectively.

6.4 Deep Foundations

We understand the new scoreboard will be founded on deep foundations which may be designed using Section 1807A.3.2.1 of the 2019 CBC, non-constrained Embedded Posts and Poles. An allowable passive pressure of 400 psf/ft of depth may be used to evaluate lateral loading. The upper one foot of soil should be neglected from the evaluation of passive pressure. An allowable shaft resistance of 800 psf may be utilized for evaluating vertical loads, although we anticipate lateral loading will control. We expect drilling conditions in these materials to be difficult, but achievable with appropriate tooling and equipment in good working condition.

6.5 Interior Reinforced Concrete Slabs

Building slabs-on-grade should be at least 5 inches thick, and should be reinforced with at least No. 3 bars on 18-inch centers, each way. Slab thickness, control joints, and reinforcement should be designed by the Structural Engineer and conform to the requirements of the current CBC.

6.5.1 Moisture Protection for Slabs

Moisture protection should comply with requirements of the current CBC, American Concrete Institute (ACI 302.1R-15) and the desired functionality of the interior ground level spaces. The Architect typically specifies an appropriate level of moisture protection considering allowable moisture transmission rates for the flooring or other functionality considerations.

Moisture protection may be a “Vapor Retarder” or “Vapor Barrier” that use membranes with a thickness of 10 and 15 mil or more, respectively. The membrane may be placed between the concrete slab and the finished subgrade immediately below the slab, provided it is protected from puncture and repaired per the manufacturer’s recommendations if damaged.

6.6 Free Standing Gravity or Cantilever Retaining Walls

Retaining walls may be constructed into the existing slope to create space for the new bleachers. Retaining walls may be constructed with masonry block or cast-in-place reinforced concrete. Some of the retaining wall designs may adopt City or County of San Diego Standards. Permanent cantilever retaining walls should be free to yield at the top at least ½ percent of the wall height and may be designed using the earth pressure diagram presented in Figure 7. The lateral earth pressures provided assume the on-site, very low expansive, granular soils will be used as backfill. Figure 8 provides recommendations for subsurface drainage behind the wall to avoid the buildup of hydrostatic pressures from irrigation, surface runoff, or leaking underground utilities.

The toe pressures and backfill friction angles typically used for City and/or County Standard Drawings and corresponding retaining wall designs should not exceed the allowable bearing pressure where fill has been placed. However, there may be a need to selectively use the existing soil as backfill. A Geotechnical Engineer should review the requirements of the specific standard retaining wall design and where the wall will be used.

6.7 Exterior Concrete Slabs

Exterior slabs and sidewalks should be at least 4 inches thick. Crack control joints should be placed on a maximum spacing of 10-foot centers, each way, for slabs, and on 5-foot centers for sidewalks. The potential for differential movements across the control joints may be reduced by using steel reinforcement. Typical steel reinforcement would consist of 6x6 W2.9/W2.9 welded wire fabric placed securely at mid-height of the slab or sidewalk.

6.8 Reactive Soils

To assess the sulfate exposure of concrete in contact with the site soils, samples were tested for water-soluble sulfate content, as shown in Appendix B. The test results indicate that the on-site soils have a negligible potential for sulfate attack based on commonly accepted criteria. The sulfate content of the finish grade soils should be determined during earthwork.

In order to assess the reactivity of the site soils with buried metals, the pH and resistivity were also determined (also shown in Appendix B). These tests suggest that the on-site soils may be mildly corrosive to buried metals. Typical corrosion control measures should be incorporated into design, such as providing minimum clearances between reinforcing steel and soil, or sacrificial anodes for buried metal structures. A corrosion consultant may be contacted for specific recommendations.

6.9 Surface Drainage

Retaining wall, foundation, and slab performance depend greatly on how well surface runoff drains from the site. The ground surface should be graded so that water flows rapidly away from the structures and tops of slopes without ponding. The surface gradient needed to achieve this may depend on the prevailing landscaping. Planters should be built so that water will not seep into the foundation, slab, or pavement areas. If roof drains are used, the drainage should be channeled by pipe to storm drains, or discharge at least 10 feet from buildings. Irrigation should be limited to the minimum needed to sustain landscaping. Excessive irrigation, water line breaks, or rainfall may cause perched groundwater to develop within the underlying soil.

6.10 Excavation and Grading Observation and Testing

Foundation and general grading excavations should be observed by the project Geotechnical Engineer and/or their field designate. The project Geotechnical Engineer should also conduct sufficient testing of fill and backfill during grading and construction operations to support their professional opinion as to compliance with the compaction recommendations. Such observations and tests are considered essential to determine that the construction is completed in general accordance with the recommendations provide in this report.

7.0 LIMITATIONS

The recommendations in this report are subject to revision from changes that occur during design development, final design, or from the results of field testing or actual subsurface conditions encountered during construction. Group Delta needs to continue to be part of the project design and construction for these recommendations to remain valid. If another geotechnical consultant provides these services, they should prepare a letter indicating their intent to assume the responsibilities of the project Geotechnical Engineer-of-Record. This letter should also indicate their concurrence with the recommendations in the report or revise them as needed to assume the role of the project Geotechnical Engineer-of-Record.

This report was prepared using the degree of care and skill ordinarily exercised, under similar circumstances, by reputable geotechnical consultants practicing in similar localities. No warranty, express or implied, is made as to the conclusions and professional opinions included in this report.

The findings of this report are valid as of the present date. However, changes in the condition of a property can occur with the passage of time, whether due to natural processes or the work of humans on this or adjacent properties. In addition, changes in applicable or appropriate standards of practice may occur from legislation or the broadening of knowledge. Accordingly, the findings of this report may be invalidated wholly or partially by changes outside our control. Therefore, this report is subject to review and should not be relied upon after a period of three years.

8.0 REFERENCES

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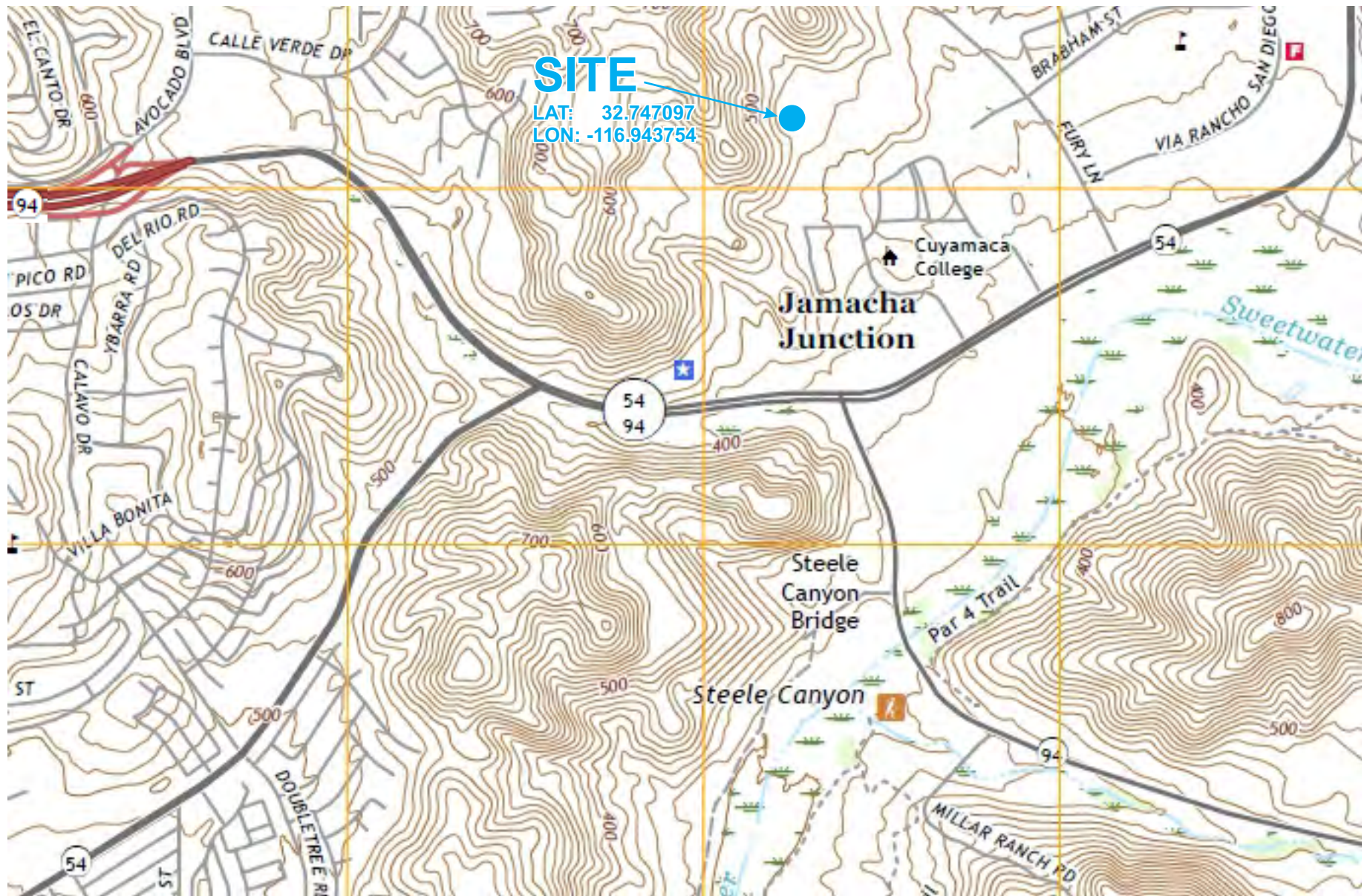
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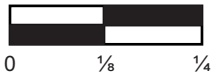
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FIGURES



APPROXIMATE SCALE IN MILES



NOTE: DIRECTION, SCALE AND LOCATIONS ARE APPROXIMATE.



PROJECT NAME

**CUYAMACA COLLEGE TRACK & FIELD
IMPROVEMENTS PHASE II - FAN SUPPORT
GCCCD**

FIGURE NAME

SITE LOCATION MAP



GROUP DELTA

PROJECT NUMBER

SD646

FIGURE NUMBER

1A

REFERENCE: USGS TOPOGRAPHIC MAP, JAMUL MOUNTAINS QUADRANGLE, CALIFORNIA - SAN DIEGO COUNTY, 7.5 MINUTE SERIES (2018).



APPROXIMATE SCALE IN FEET



NOTE: DIRECTION, SCALE AND LOCATIONS ARE APPROXIMATE.



PROJECT NAME

**CUYAMACA COLLEGE TRACK & FIELD
IMPROVEMENTS PHASE II - FAN SUPPORT
GCCCD**

FIGURE NAME

SITE VICINITY MAP



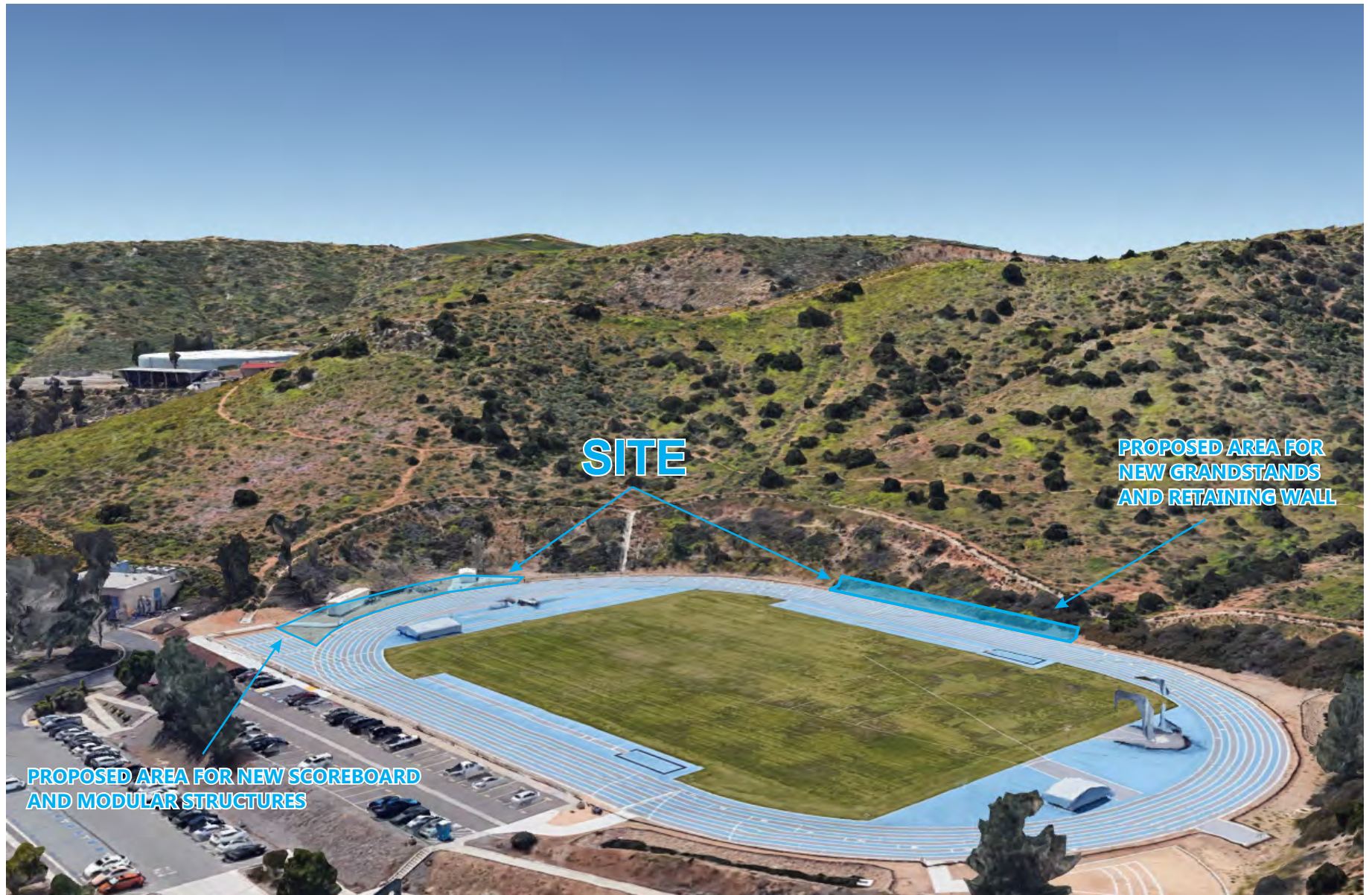
GROUP DELTA

PROJECT NUMBER

SD646

FIGURE NUMBER


1B



NO SCALE



PROJECT NAME
CUYAMACA COLLEGE TRACK & FIELD IMPROVEMENTS PHASE II - FAN SUPPORT GCCCD

FIGURE NAME
AERIAL SITE VIEW 3-DIMENSIONAL

 GROUP DELTA	
PROJECT NUMBER	FIGURE NUMBER
SD646	1C

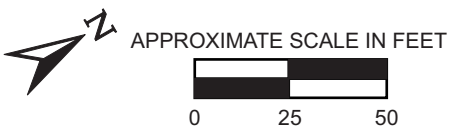


EXPLANATION:

- B-2**  APPROXIMATE LOCATION OF HOLLOW STEM AUGER BORING (GROUP DELTA, 2020).
- TP-5**  APPROXIMATE LOCATION OF TEST PIT (GROUP DELTA, 2020).

B'
B

APPROXIMATE LOCATION OF GEOTECHNICAL CROSS SECTION.




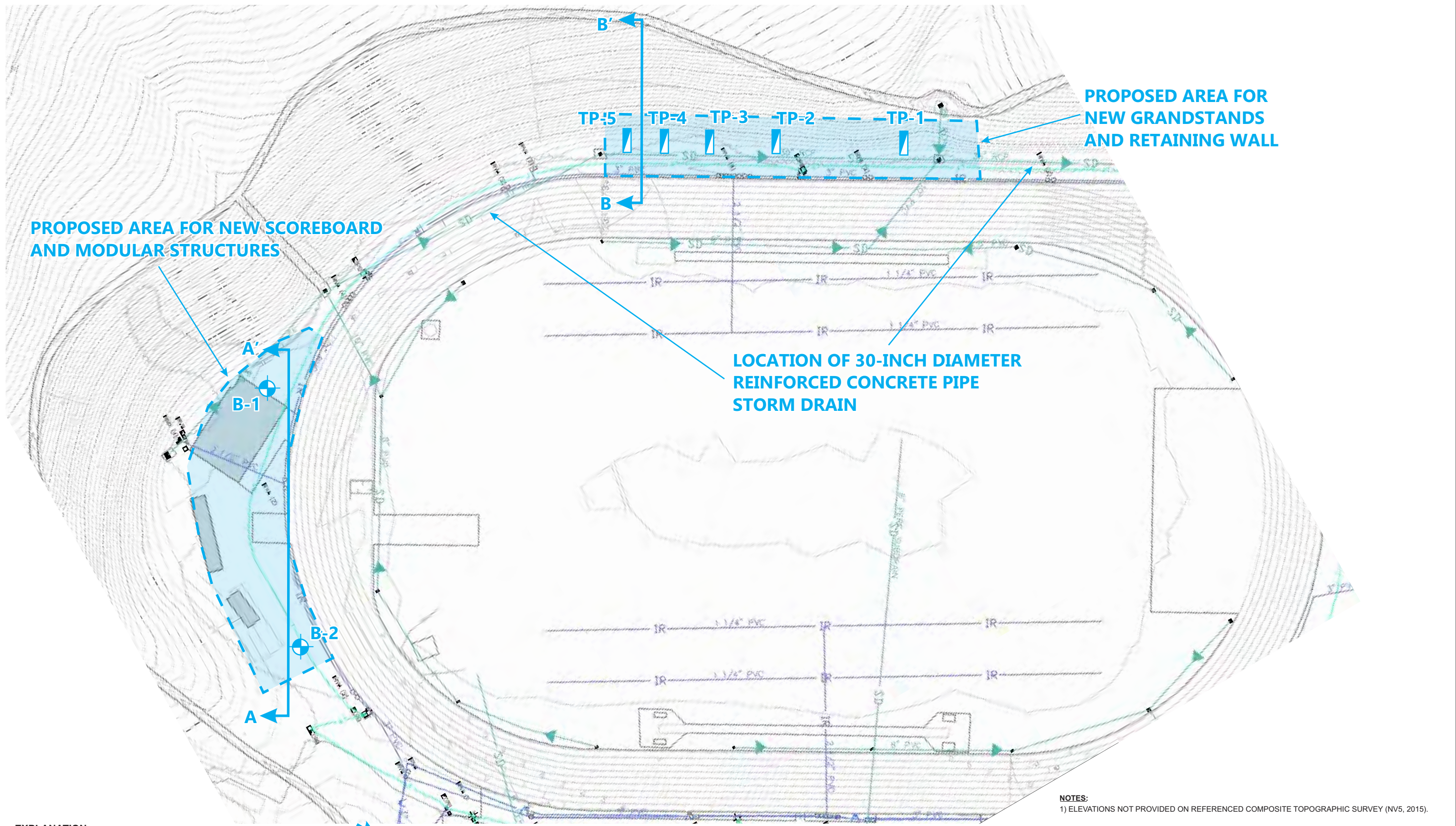
PROJECT NAME

**CUYAMACA COLLEGE TRACK & FIELD
IMPROVEMENTS PHASE II - FAN SUPPORT
GCCCD**


FIGURE NAME


**EXPLORATION LOCATIONS
ON AERIAL PHOTOGRAPH**


 GROUP DELTA	
PROJECT NUMBER	FIGURE NUMBER
SD644	2A




EXPLANATION:

B-2  APPROXIMATE LOCATION OF HOLLOW STEM AUGER BORING (GROUP DELTA, 2020).

TP-5  APPROXIMATE LOCATION OF TEST PIT (GROUP DELTA, 2020).

B-B'  APPROXIMATE LOCATION OF GEOTECHNICAL CROSS SECTION.

A-A' 

APPROXIMATE SCALE IN FEET

0 25 50

NOTES:

1) ELEVATIONS NOT PROVIDED ON REFERENCED COMPOSITE TOPOGRAPHIC SURVEY (NV5, 2015).

PROJECT NAME

CUYAMACA COLLEGE TRACK & FIELD IMPROVEMENTS PHASE II - FAN SUPPORT GCCCD

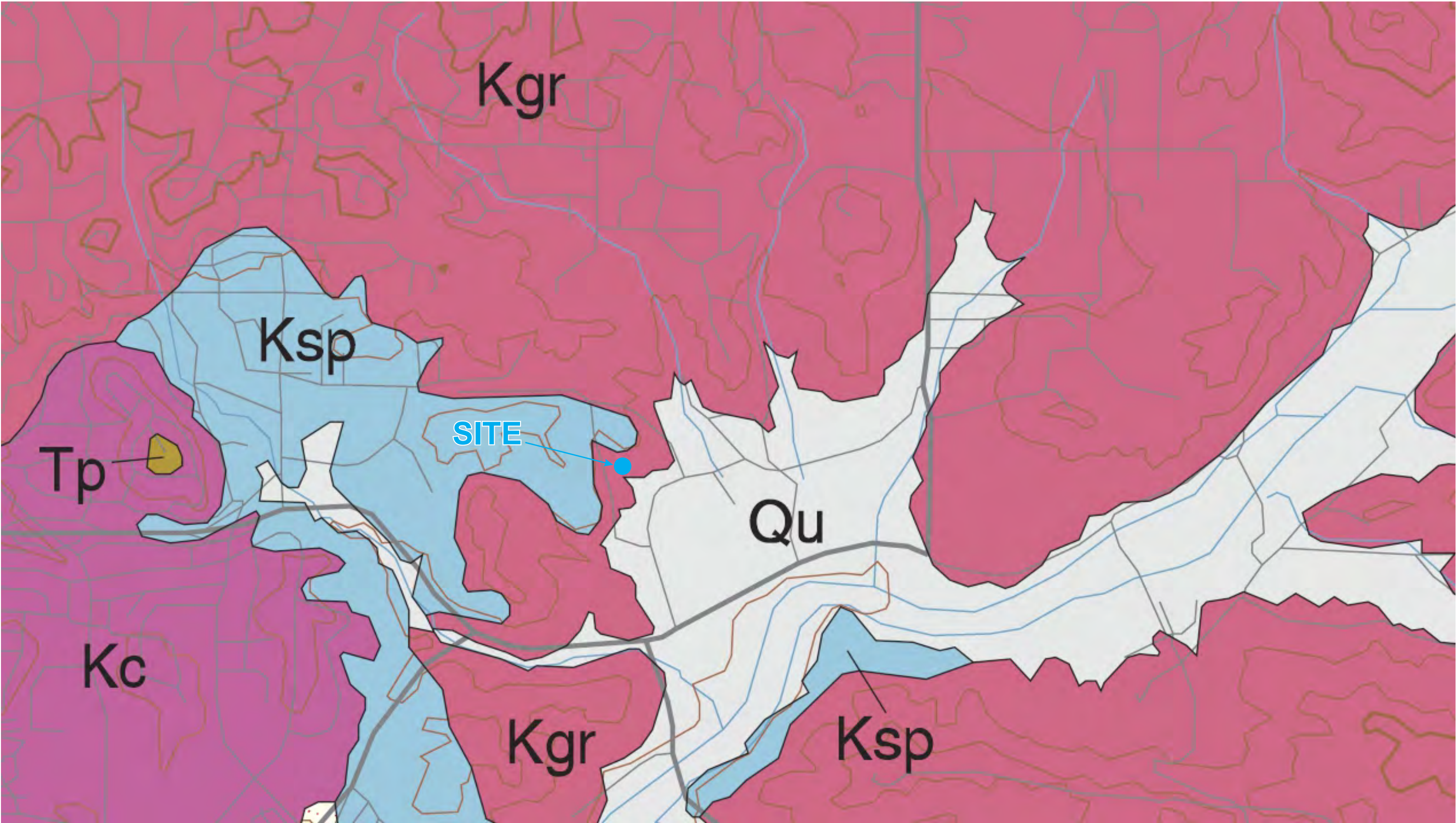
FIGURE NAME

EXPLORATION LOCATIONS ON TOPOGRAPHIC PLAN

GROUP DELTA

PROJECT NUMBER SD644

FIGURE NUMBER 2B



EXPLANATION:

Qu - Alluvium and colluvium, undivided (Holocene and Pleistocene)

Tp - Pomerado Conglomerate (Eocene)

Kc - Cuyamaca Gabbro (Early Cretaceous)

Kgr - Granitoid Rocks (Early Cretaceous)

Ksp - Santiago Peak Volcanics (Early Cretaceous)

APPROXIMATE SCALE IN KM


0 1/4 1/2

PROJECT NAME

CUYAMACA COLLEGE TRACK & FIELD IMPROVEMENTS PHASE II - FAN SUPPORT GCCCD

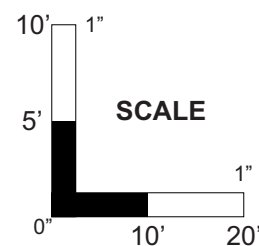
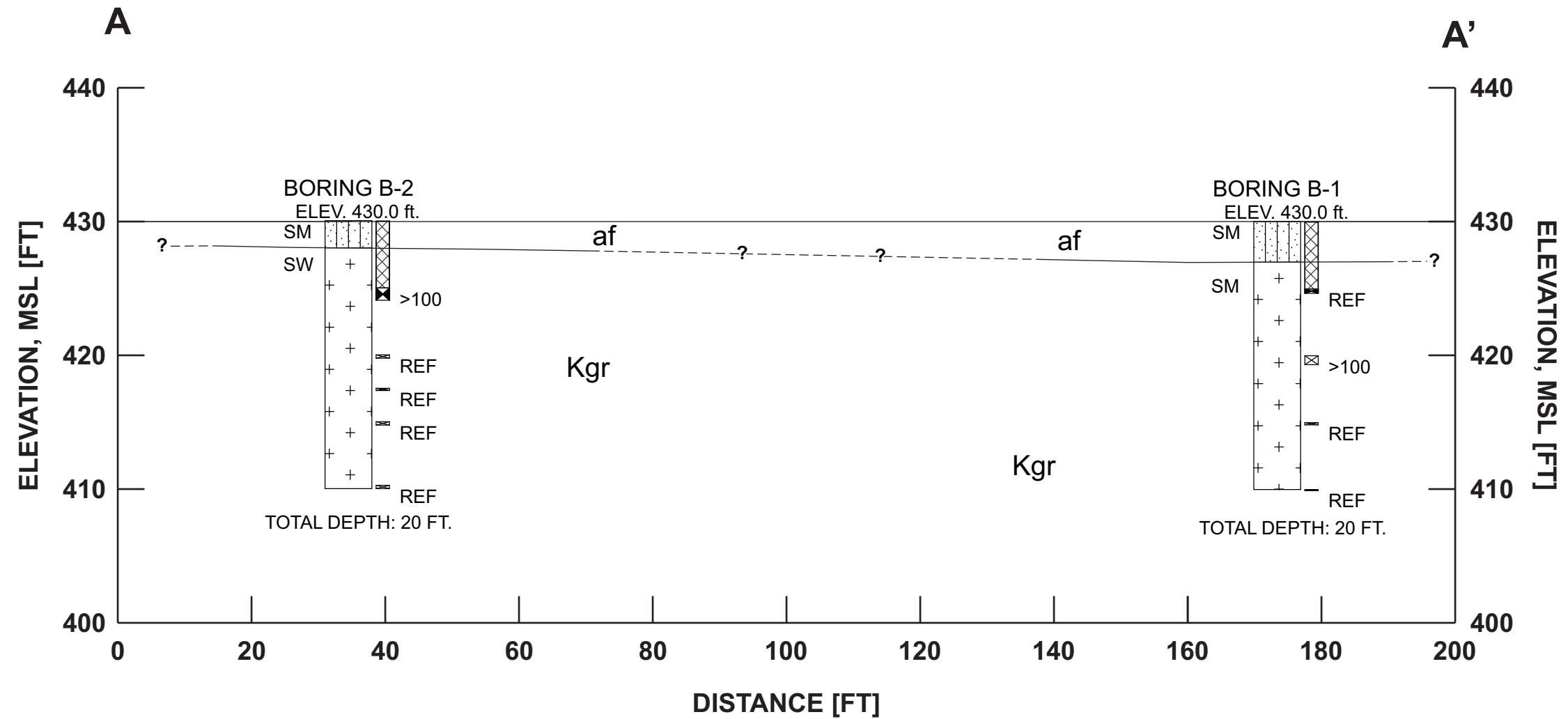
FIGURE NAME

GEOLOGY MAP

 **GROUP DELTA**

PROJECT NUMBER	FIGURE NUMBER
SD646	3

REFERENCE: PRELIMINARY GEOLOGIC MAP OF THE EL CAJON 30' x 60' QUADRANGLE, SOUTHERN CALIFORNIA, VERSION 1.0, COMPILED BY V. R. TODD, DIGITAL PREPARATION BY R. M. ALVAREZ AND TGS, TECHNI GRAPHIC SYSTEMS, INC. (2004).



EXPLANATION:

-?- - - - - APPROXIMATE LOCATION OF GEOLOGIC CONTACT,
DASHED WHERE INFERRED, QUERIED WHERE UNCERTAIN

af UNDOCUMENTED FILL

Kgr GRANITOID ROCKS

BORING LOG

SM SAND

SW SILT

USCS SOIL TYPE

BULK SAMPLER

SPT SAMPLER

37 N60 BLOW COUNTS (REF = REFUSAL)

52 MOD CAL SAMPLER

NOTES:

- 1) ELEVATIONS NOT PROVIDED ON REFERENCED COMPOSITE TOPOGRAPHIC SURVEY (NV5, 2015).
- 2) ELEVATIONS SHOWN ON CROSS SECTION ARE ASSUMED.

PROJECT NAME

**CUYAMACA COLLEGE TRACK & FIELD
IMPROVEMENTS PHASE II - FAN SUPPORT
GCCCD**

FIGURE NAME

**GEOTECHNICAL
CROSS SECTION A-A'**

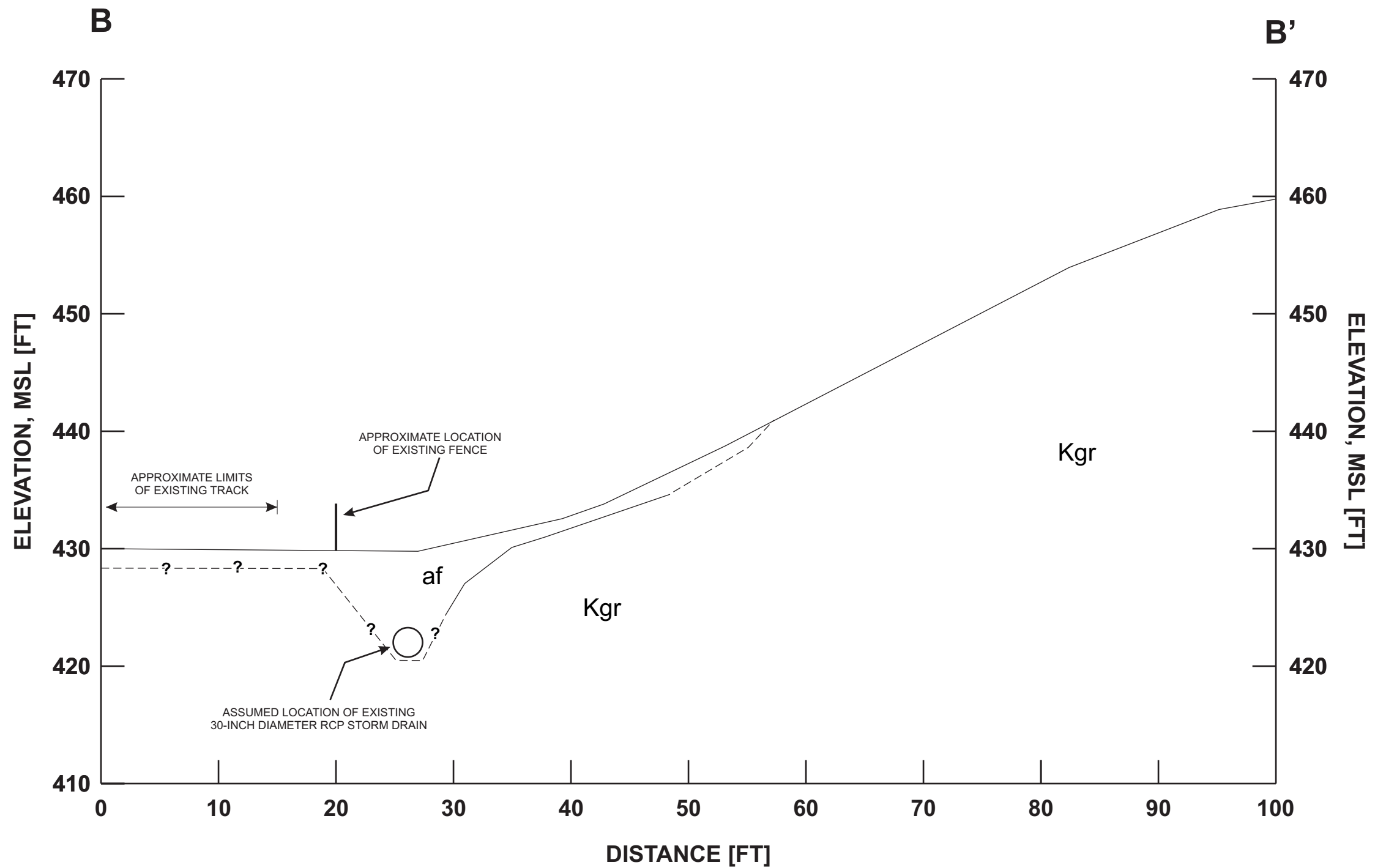
GROUP DELTA

PROJECT NUMBER

SD644

FIGURE NUMBER

4A

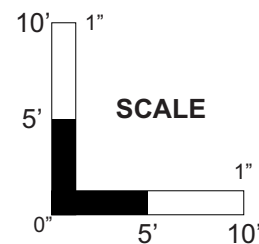


EXPLANATION:

-?- - - - - APPROXIMATE LOCATION OF GEOLOGIC CONTACT, DASHED WHERE INFERRED, QUERIED WHERE UNCERTAIN

af UNDOCUMENTED FILL

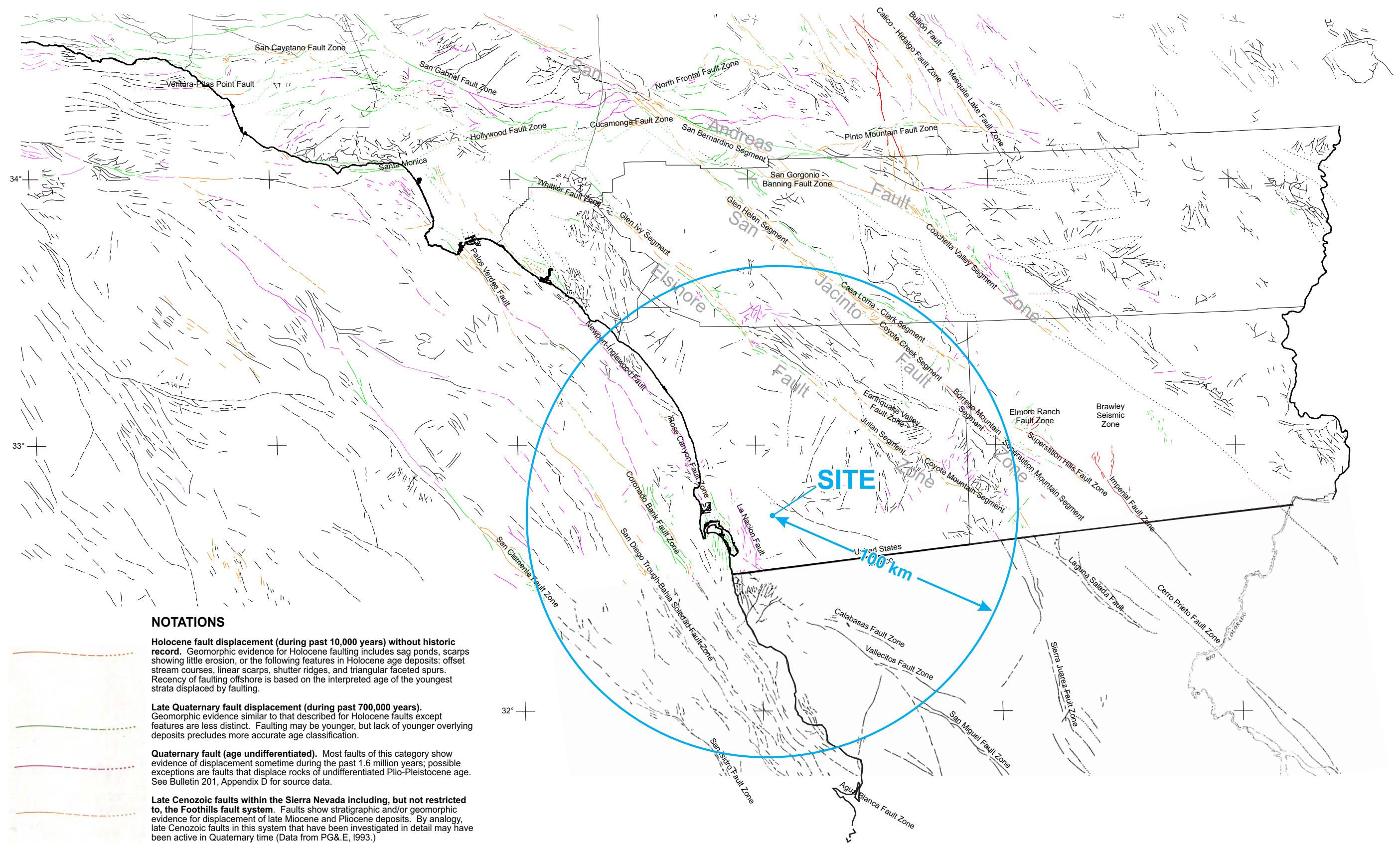
Kgr GRANITOID ROCKS



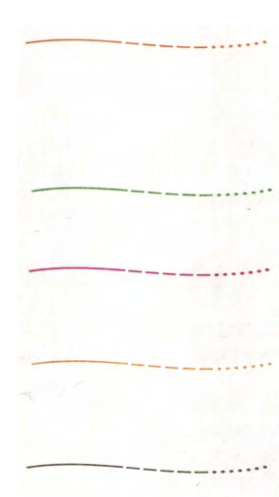
NOTES:

- 1) ELEVATIONS NOT PROVIDED ON REFERENCED COMPOSITE TOPOGRAPHIC SURVEY (NV5, 2015).
- 2) ELEVATIONS SHOWN ON CROSS SECTION ARE ASSUMED.

<p>PROJECT NAME</p> <p>CUYAMACA COLLEGE TRACK & FIELD IMPROVEMENTS PHASE II - FAN SUPPORT GCCCD</p>	<p>FIGURE NAME</p> <p>GEOTECHNICAL CROSS SECTION B-B'</p>	<p> GROUP DELTA</p>	
		<p>PROJECT NUMBER</p> <p>SD644</p>	<p>FIGURE NUMBER</p> <p>4B</p>



NOTATIONS



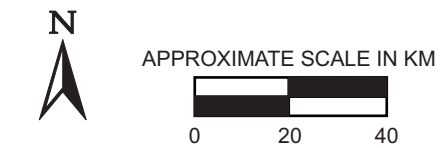
Holocene fault displacement (during past 10,000 years) without historic record. Geomorphic evidence for Holocene faulting includes sag ponds, scarps showing little erosion, or the following features in Holocene age deposits: offset stream courses, linear scarps, shutter ridges, and triangular faceted spurs. Recency of faulting offshore is based on the interpreted age of the youngest strata displaced by faulting.

Late Quaternary fault displacement (during past 700,000 years). Geomorphic evidence similar to that described for Holocene faults except features are less distinct. Faulting may be younger, but lack of younger overlying deposits precludes more accurate age classification.

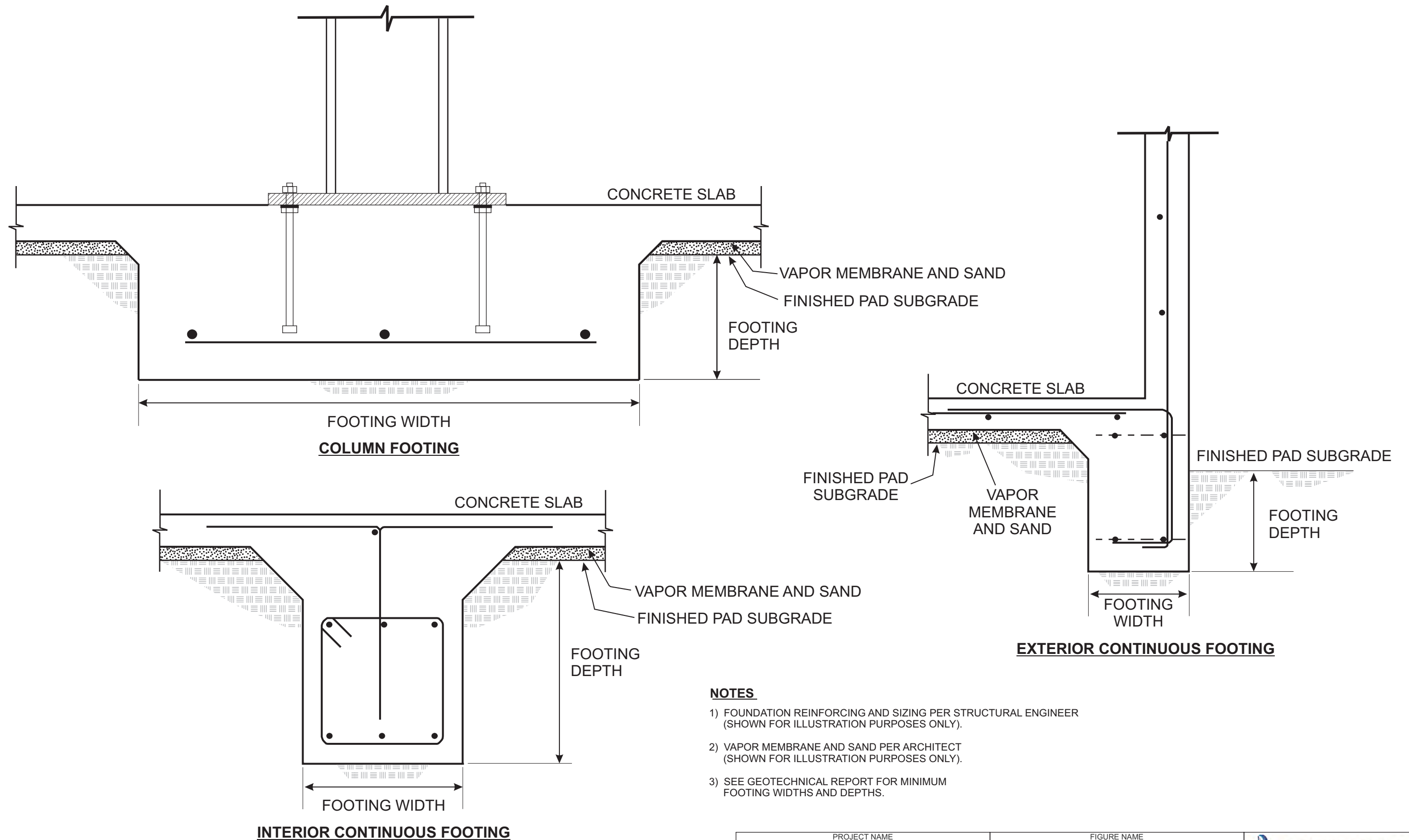
Quaternary fault (age undifferentiated). Most faults of this category show evidence of displacement sometime during the past 1.6 million years; possible exceptions are faults that displace rocks of undifferentiated Plio-Pleistocene age. See Bulletin 201, Appendix D for source data.

Late Cenozoic faults within the Sierra Nevada including, but not restricted to, the Foothills fault system. Faults show stratigraphic and/or geomorphic evidence for displacement of late Miocene and Pliocene deposits. By analogy, late Cenozoic faults in this system that have been investigated in detail may have been active in Quaternary time (Data from PG&E, 1993.)

Pre-Quaternary fault (older than 1.6 million years) or fault without recognized Quaternary displacement. Some faults are shown in this category because the source of mapping used was of reconnaissance nature, or was not done with the object of dating fault displacements. Faults in this category are not necessarily inactive.



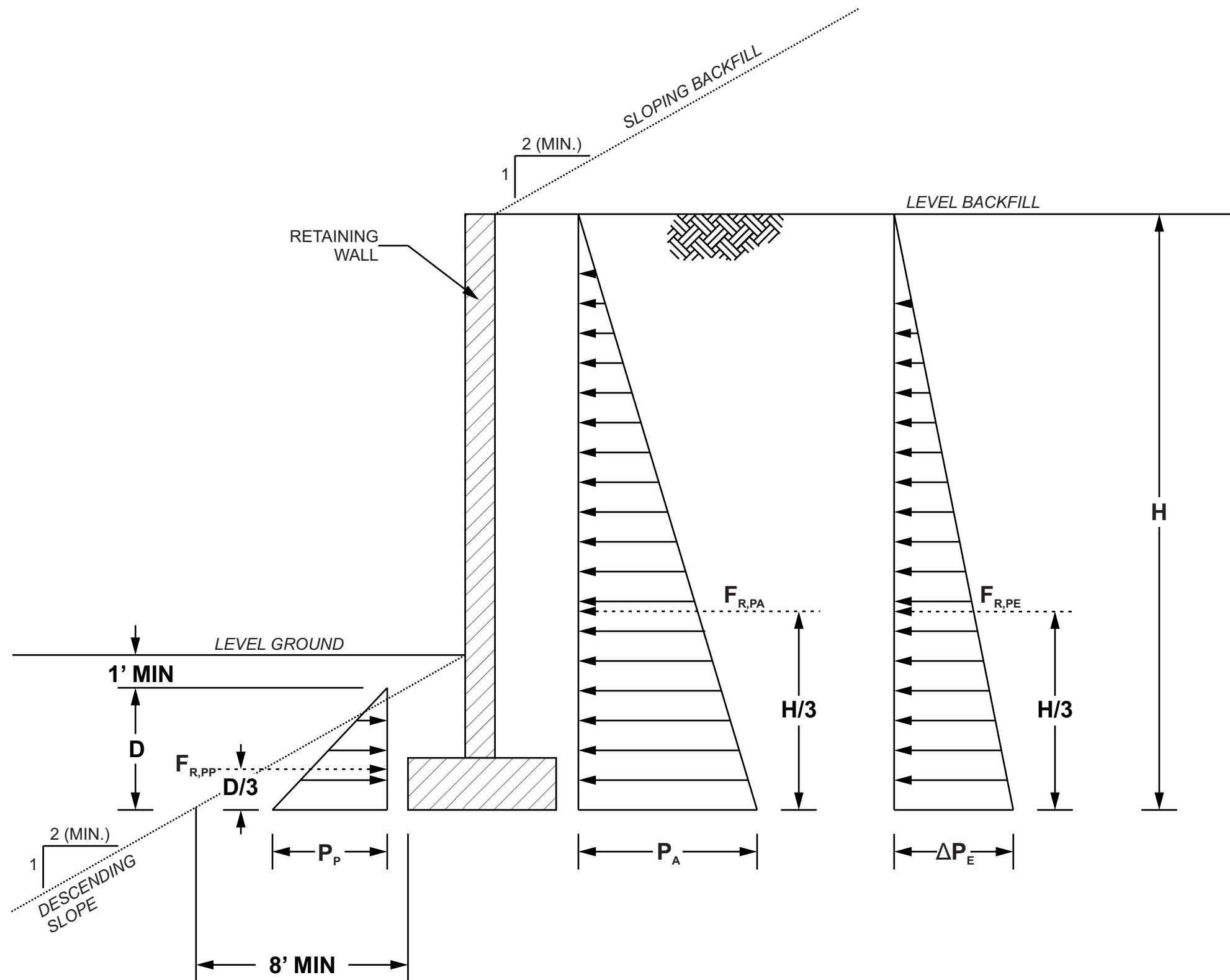
PROJECT NAME		FIGURE NAME		 GROUP DELTA		
CUYAMACA COLLEGE TRACK & FIELD IMPROVEMENTS PHASE II - FAN SUPPORT GCCCD		REGIONAL FAULT MAP			PROJECT NUMBER	FIGURE NUMBER
					SD646	5



NOT TO SCALE

NOT TO SCALE

PROJECT NAME		FIGURE NAME		 GROUP DELTA	
CUYAMACA COLLEGE TRACK & FIELD IMPROVEMENTS PHASE II - FAN SUPPORT GCCCD		SHALLOW FOUNDATION DIMENSION DETAILS		PROJECT NUMBER	FIGURE NUMBER
				SD646	6



NOTES:

- PASSIVE PRESSURES MAY BE INCREASED BY $\frac{1}{3}$ DURING SEISMIC LOADING. THE UPPER 12 INCHES OF MATERIAL NOT PROTECTED BY CONCRETE SLABS OR PAVEMENTS SHOULD NOT BE INCLUDED IN THE ESTIMATION OF PASSIVE RESISTANCE.
- ASSUMES NO HYDROSTATIC PRESSURE. ADEQUATE WALL DRAINAGE SHOULD BE INSTALLED AS RECOMMENDED IN THE REPORT OF GEOTECHNICAL INVESTIGATION.
- SURCHARGES FROM CONSTRUCTION EQUIPMENT, EXCAVATED SOIL, TRAFFIC LOADING OR OTHER UNIFORM LOADING ABOVE THE WALL SHOULD BE CALCULATED USING THE SURCHARGE LATERAL EARTH PRESSURE, P_s . POINT LOADS OR OTHER SURCHARGES CAN BE EVALUATED UPON REQUEST.
- SEISMIC INCREMENT LATERAL EARTH PRESSURE (ΔP_E) IS BASED ON AN MCE-LEVEL PEAK GROUND ACCELERATION OF 0.385g. SEISMIC INCREMENT SHOULD BE APPLIED TO WALLS SIX FEET OR GREATER IN HEIGHT.
- 'H' AND 'D' ARE MEASURED IN FEET.
- PRESSURES ASSUME ON-SITE SOILS TO BE RETAINED ARE EXPANSIVE AS DESCRIBED IN THE REPORT OF GEOTECHNICAL INVESTIGATION.

LATERAL EARTH PRESSURES

LATERAL EARTH PRESSURE TYPE	EQUIVALENT FLUID PRESSURE (PSF)	
	LEVEL BACKFILL	2:1 SLOPING BACKFILL
ACTIVE, P_A	35H	50H
SEISMIC INCREMENT, ΔP_E^*	20H	
PASSIVE, P_P	LEVEL GROUND	2:1 DESCENDING SLOPE
	350D	N/A

*SEISMIC PRESSURE, $P_{AE} = P_A + \Delta P_E$

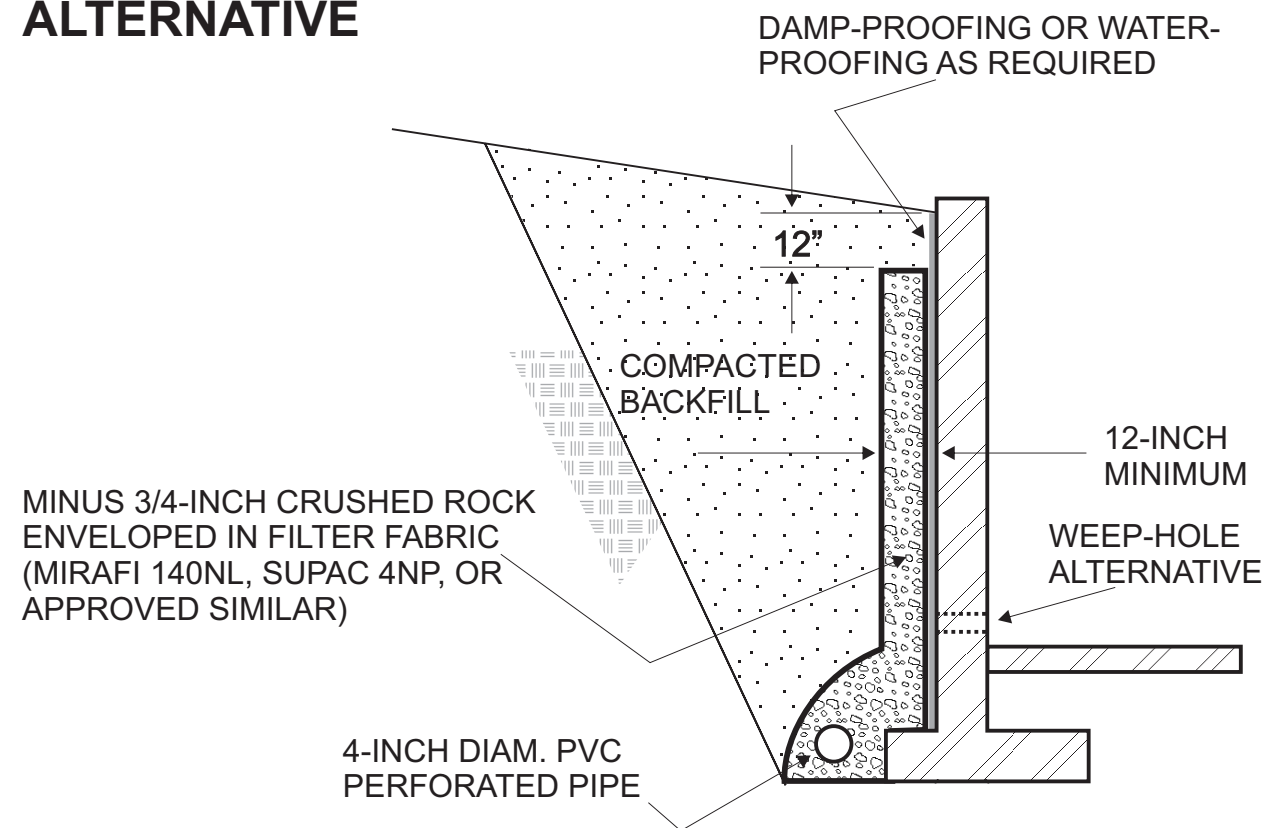
NOT TO SCALE

PROJECT NAME
**CUYAMACA COLLEGE TRACK & FIELD
IMPROVEMENTS PHASE II - FAN SUPPORT
GCCCD**

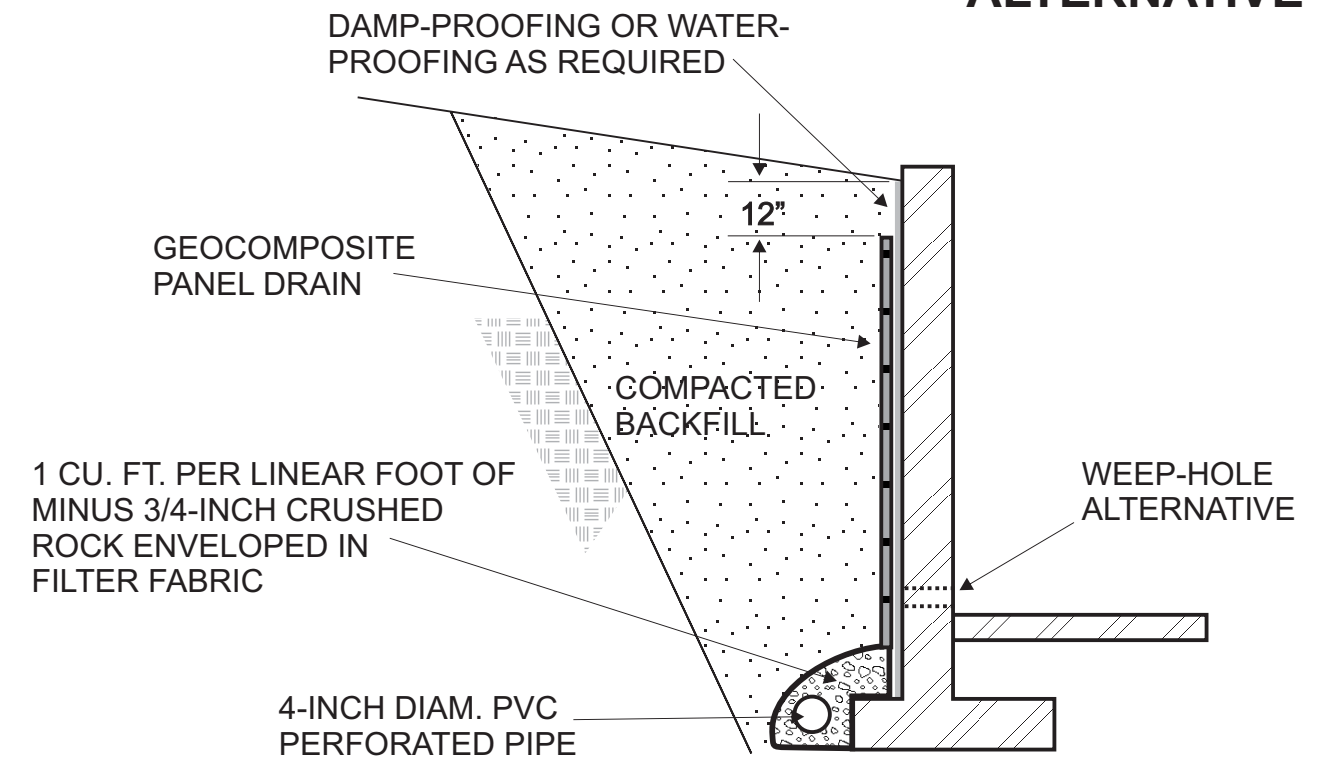
FIGURE NAME
**LATERAL EARTH PRESSURES
FOR YIELDING
RETAINING WALLS**

GROUP DELTA
PROJECT NUMBER
SD646
FIGURE NUMBER
7

ROCK AND FABRIC ALTERNATIVE



PANEL DRAIN ALTERNATIVE



NOTES

- 1) PERFORATED PIPE SHOULD OUTLET THROUGH A SOLID PIPE TO A FREE GRAVITY OUTFALL. PERFORATED PIPE AND OUTLET PIPE SHOULD HAVE A FALL OF AT LEAST 1%.
- 2) AS AN ALTERNATIVE TO THE PERFORATED PIPE AND OUTLET, WEEP-HOLES MAY BE CONSTRUCTED. WEEP-HOLES SHOULD BE AT LEAST 2 INCHES IN DIAMETER, SPACED NO GREATER THAN 8 FEET, AND BE LOCATED JUST ABOVE GRADE AT THE BOTTOM OF WALL.
- 3) FILTER FABRIC SHOULD CONSIST OF MIRAFI 140N, SUPAC 5NP, AMOCO 4599, OR SIMILAR APPROVED FABRIC. FILTER FABRIC SHOULD BE OVERLAPPED AT LEAST 6-INCHES.
- 4) GEOCOMPOSITE PANEL DRAIN SHOULD CONSIST OF MIRADRAIN 6000, J-DRAIN 400, SUPAC DS-15, OR APPROVED SIMILAR PRODUCT.

NOT TO SCALE

PROJECT NAME		FIGURE NAME			
CUYAMACA COLLEGE TRACK & FIELD IMPROVEMENTS PHASE II - FAN SUPPORT GCCCD		WALL DRAINAGE DETAILS		GROUP DELTA	
				PROJECT NUMBER	FIGURE NUMBER
				SD646	8

APPENDIX A
FIELD EXPLORATION

APPENDIX A

FIELD EXPLORATION

Field exploration included the drilling of two (2) hollow stem auger borings (B-1 and B-2) and excavating five (5) test pits (TP-1 through TP-5) on January 13th, 2020. The maximum depth of the hollow stem auger borings was about 20 feet below existing ground surface and the maximum depth of the test pits was about 4 feet below existing ground surface. The approximate exploration locations are shown on Figures 2A and 2B. Logs of the hollow stem auger borings are shown in Figures A-1 and A-2, and logs of the test pits are shown in Figures A-3 through A-7 after the Boring Record Legends.

The borings were advanced by Pacific Drilling Company using a Fraste PL-G drill rig. Drive samples were collected from the borings using an automatic hammer release mechanism with an average Energy Transfer Ratio (ETR) of about 87 percent. Disturbed samples were collected from the borings using a 2-inch outside diameter Standard Penetration Test (SPT) sampler. Less disturbed samples were collected using a 3-inch outside diameter ring lined sampler (a modified California sampler). These samples were sealed in plastic bags, labeled, and returned to the laboratory for testing. For each sample, the number of blows needed to drive the sampler 12 inches was recorded on the logs. The field blow counts (N) were normalized to approximate the standard 60 percent ETR, as shown on the logs (N_{60}). Boring excavations were backfilled with spoil.

The test pits were excavated by West-Tech Contracting, Inc. using a CAT 350E₂ CR Mini-Excavator and 24-inch bucket. Excavations were backfilled with spoil and compacted using a sheepsfoot roller attachment.

The boring locations were determined by visually estimating, pacing and taping distances from landmarks shown on Figure 2A. The locations shown should not be considered more accurate than is implied by the method of measurement used and the scale of the map. Approximate elevations were estimated using the referenced composite topographic survey (NV5, 2015). Note that elevations were not provided on the referenced composite topographic survey (NV5, 2015) and that elevations provided in this report are assumed. The lines designating the interface between differing soil materials on the logs may be abrupt or gradational. Further, soil conditions at locations between the excavations may be substantially different from those at the specific locations we explored.

SOIL IDENTIFICATION AND DESCRIPTION SEQUENCE

Sequence	Identification Components	Refer to Section		Required	Optional
		Field	Lab		
1	Group Name	2.5.2	3.2.2	●	
2	Group Symbol	2.5.2	3.2.2	●	
	Description Components				
3	Consistency of Cohesive Soil	2.5.3	3.2.3	●	
4	Apparent Density of Cohesionless Soil	2.5.4		●	
5	Color	2.5.5		●	
6	Moisture	2.5.6		●	
7	Percent or Proportion of Soil	2.5.7	3.2.4	●	○
	Particle Size	2.5.8	2.5.8	●	○
	Particle Angularity	2.5.9			○
	Particle Shape	2.5.10			○
8	Plasticity (for fine-grained soil)	2.5.11	3.2.5		○
9	Dry Strength (for fine-grained soil)	2.5.12			○
10	Dilatency (for fine-grained soil)	2.5.13			○
11	Toughness (for fine-grained soil)	2.5.14			○
12	Structure	2.5.15			○
13	Cementation	2.5.16		●	
14	Percent of Cobbles and Boulders	2.5.17		●	
	Description of Cobbles and Boulders	2.5.18		●	
15	Consistency Field Test Result	2.5.3		●	
16	Additional Comments	2.5.19			○

Describe the soil using descriptive terms in the order shown

Minimum Required Sequence:

USCS Group Name (Group Symbol); Consistency or Density; Color; Moisture; Percent or Proportion of Soil; Particle Size; Plasticity (optional).

○ = optional for non-Caltrans projects

Where applicable:

Cementation; % cobbles & boulders;
Description of cobbles & boulders;
Consistency field test result

REFERENCE: Caltrans Soil and Rock Logging, Classification, and Presentation Manual (2010).

HOLE IDENTIFICATION

Holes are identified using the following convention:

H – YY – NNN

Where:

H: Hole Type Code

YY: 2-digit year

NNN: 3-digit number (001-999)

Hole Type Code and Description

Hole Type Code	Description
A	Auger boring (hollow or solid stem, bucket)
R	Rotary drilled boring (conventional)
RC	Rotary core (self-cased wire-line, continuously-sampled)
RW	Rotary core (self-cased wire-line, not continuously sampled)
P	Rotary percussion boring (Air)
HD	Hand driven (1-inch soil tube)
HA	Hand auger
D	Driven (dynamic cone penetrometer)
CPT	Cone Penetration Test
O	Other (note on LOTB)

Description Sequence Examples:

SANDY lean CLAY (CL); very stiff; yellowish brown; moist; mostly fines; some SAND, from fine to medium; few gravels; medium plasticity; PP=2.75.

Well-graded SAND with SILT and GRAVEL and COBBLES (SW-SM); dense; brown; moist; mostly SAND, from fine to coarse; some fine GRAVEL; few fines; weak cementation; 10% GRANITE COBBLES; 3 to 6 inches; hard; subrounded.

Clayey SAND (SC); medium dense, light brown; wet; mostly fine sand; little fines; low plasticity.



PROJECT NO. SD646

CUYAMACA COLLEGE TRACK & FIELD
IMPROVEMENTS PHASE II – FAN SUPPORT
GCCCD

BORING RECORD LEGEND #1

GROUP SYMBOLS AND NAMES			
Graphic / Symbol	Group Names	Graphic / Symbol	Group Names
	GW Well-graded GRAVEL Well-graded GRAVEL with SAND		CL Lean CLAY Lean CLAY with SAND Lean CLAY with GRAVEL SANDY lean CLAY SANDY lean CLAY with GRAVEL GRAVELLY lean CLAY GRAVELLY lean CLAY with SAND
	GP Poorly graded GRAVEL Poorly graded GRAVEL with SAND		CL-ML SILTY CLAY SILTY CLAY with SAND SILTY CLAY with GRAVEL SANDY SILTY CLAY SANDY SILTY CLAY with GRAVEL GRAVELLY SILTY CLAY GRAVELLY SILTY CLAY with SAND
	GW-GM Well-graded GRAVEL with SILT Well-graded GRAVEL with SILT and SAND		ML SILT SILT with SAND SILT with GRAVEL SANDY SILT SANDY SILT with GRAVEL GRAVELLY SILT GRAVELLY SILT with SAND
	GW-GC Well-graded GRAVEL with CLAY (or SILTY CLAY) Well-graded GRAVEL with CLAY and SAND (or SILTY CLAY and SAND)		OL ORGANIC lean CLAY ORGANIC lean CLAY with SAND ORGANIC lean CLAY with GRAVEL SANDY ORGANIC lean CLAY SANDY ORGANIC lean CLAY with GRAVEL GRAVELLY ORGANIC lean CLAY GRAVELLY ORGANIC lean CLAY with SAND
	GP-GM Poorly graded GRAVEL with SILT Poorly graded GRAVEL with SILT and SAND		OL ORGANIC SILT ORGANIC SILT with SAND ORGANIC SILT with GRAVEL SANDY ORGANIC SILT SANDY ORGANIC SILT with GRAVEL GRAVELLY ORGANIC SILT GRAVELLY ORGANIC SILT with SAND
	GP-GC Poorly graded GRAVEL with CLAY (or SILTY CLAY) Poorly graded GRAVEL with CLAY and SAND (or SILTY CLAY and SAND)		CH Fat CLAY Fat CLAY with SAND Fat CLAY with GRAVEL SANDY fat CLAY SANDY fat CLAY with GRAVEL GRAVELLY fat CLAY GRAVELLY fat CLAY with SAND
	GM SILTY GRAVEL SILTY GRAVEL with SAND		MH Elastic SILT Elastic SILT with SAND Elastic SILT with GRAVEL SANDY elastic SILT SANDY elastic SILT with GRAVEL GRAVELLY elastic SILT GRAVELLY elastic SILT with SAND
	GC CLAYEY GRAVEL CLAYEY GRAVEL with SAND		OH ORGANIC elastic SILT ORGANIC elastic SILT with SAND ORGANIC elastic SILT with GRAVEL SANDY elastic ELASTIC SILT SANDY ORGANIC elastic SILT with GRAVEL GRAVELLY ORGANIC elastic SILT GRAVELLY ORGANIC elastic SILT with SAND
	GC-GM SILTY, CLAYEY GRAVEL SILTY, CLAYEY GRAVEL with SAND		OL/OH ORGANIC SOIL ORGANIC SOIL with SAND ORGANIC SOIL with GRAVEL SANDY ORGANIC SOIL SANDY ORGANIC SOIL with GRAVEL GRAVELLY ORGANIC SOIL GRAVELLY ORGANIC SOIL with SAND
	SW Well-graded SAND Well-graded SAND with GRAVEL		PT COBBLES COBBLES and BOULDERS BOULDERS
	SP Poorly graded SAND Poorly graded SAND with GRAVEL		
	SW-SM Well-graded SAND with SILT Well-graded SAND with SILT and GRAVEL		
	SW-SC Well-graded SAND with CLAY (or SILTY CLAY) Well-graded SAND with CLAY and GRAVEL (or SILTY CLAY and GRAVEL)		
	SP-SM Poorly graded SAND with SILT Poorly graded SAND with SILT and GRAVEL		
	SP-SC Poorly graded SAND with CLAY (or SILTY CLAY) Poorly graded SAND with CLAY and GRAVEL (or SILTY CLAY and GRAVEL)		
	SM SILTY SAND SILTY SAND with GRAVEL		
	SC CLAYEY SAND CLAYEY SAND with GRAVEL		
	SC-SM SILTY, CLAYEY SAND SILTY, CLAYEY SAND with GRAVEL		

FIELD AND LABORATORY TESTING	
C	Consolidation (ASTM D 2435)
CL	Collapse Potential (ASTM D 5333)
CP	Compaction Curve (CTM 216)
CR	Corrosion, Sulfates, Chlorides (CTM 643; CTM 417; CTM 422)
CU	Consolidated Undrained Triaxial (ASTM D 4767)
DS	Direct Shear (ASTM D 3080)
EI	Expansion Index (ASTM D 4829)
M	Moisture Content (ASTM D 2216)
OC	Organic Content (ASTM D 2974)
P	Permeability (CTM 220)
PA	Particle Size Analysis (ASTM D 422)
PI	Liquid Limit, Plastic Limit, Plasticity Index (AASHTO T 89, AASHTO T 90)
PL	Point Load Index (ASTM D 5731)
PM	Pressure Meter
R	R-Value (CTM 301)
SE	Sand Equivalent (CTM 217)
SG	Specific Gravity (AASHTO T 100)
SL	Shrinkage Limit (ASTM D 427)
SW	Swell Potential (ASTM D 4546)
UC	Unconfined Compression - Soil (ASTM D 2166)
UU	Unconfined Compression - Rock (ASTM D 2938)
UW	Unit Weight (ASTM D 2937)
WA	Percent passing the No. 200 Sieve (ASTM D 1140)

SAMPLER GRAPHIC SYMBOLS	
	Standard Penetration Test (SPT)
	Standard California Sampler
	Modified California Sampler (2.4" ID, 3" OD)
	Shelby Tube
	Piston Sampler
	NX Rock Core
	HQ Rock Core
	Bulk Sample
	Other (see remarks)

DRILLING METHOD SYMBOLS	
	Auger Drilling
	Rotary Drilling
	Dynamic Cone or Hand Driven
	Diamond Core

WATER LEVEL SYMBOLS	
	First Water Level Reading (during drilling)
	Static Water Level Reading (after drilling, date)

Definitions for Change in Material		
Term	Definition	Symbol
Material Change	Change in material is observed in the sample or core and the location of change can be accurately located.	
Estimated Material Change	Change in material cannot be accurately located either because the change is gradational or because of limitations of the drilling and sampling methods.	
Soil / Rock Boundary	Material changes from soil characteristics to rock characteristics.	

REFERENCE: Caltrans Soil and Rock Logging, Classification, and Presentation Manual (2010).



PROJECT NO. SD646

CUYAMACA COLLEGE TRACK & FIELD
IMPROVEMENTS PHASE II – FAN SUPPORT
GCCCD

BORING RECORD LEGEND #2

CONSISTENCY OF COHESIVE SOILS

Description	Shear Strength (tsf)	Pocket Penetrometer, PP Measurement (tsf)	Torvane, TV, Measurement (tsf)	Vane Shear, VS, Measurement (tsf)
Very Soft	Less than 0.12	Less than 0.25	Less than 0.12	Less than 0.12
Soft	0.12 - 0.25	0.25 - 0.5	0.12 - 0.25	0.12 - 0.25
Medium Stiff	0.25 - 0.5	0.5 - 1	0.25 - 0.5	0.25 - 0.5
Stiff	0.5 - 1	1 - 2	0.5 - 1	0.5 - 1
Very Stiff	1 - 2	2 - 4	1 - 2	1 - 2
Hard	Greater than 2	Greater than 4	Greater than 2	Greater than 2

APPARENT DENSITY OF COHESIONLESS SOILS

Description	SPT N_{60} (blows / 12 inches)
Very Loose	0 - 5
Loose	5 - 10
Medium Dense	10 - 30
Dense	30 - 50
Very Dense	Greater than 50

MOISTURE

Description	Criteria
Dry	No discernable moisture
Moist	Moisture present, but no free water
Wet	Visible free water

PERCENT OR PROPORTION OF SOILS

Description	Criteria
Trace	Particles are present but estimated to be less than 5%
Few	5 - 10%
Little	15 - 25%
Some	30 - 45%
Mostly	50 - 100%

PARTICLE SIZE

Description		Size (in)
Boulder		Greater than 12
Cobble		3 - 12
Gravel	Coarse	3/4 - 3
	Fine	1/5 - 3/4
Sand	Coarse	1/16 - 1/5
	Medium	1/64 - 1/16
	Fine	1/300 - 1/64
Silt and Clay		Less than 1/300

CEMENTATION

Description	Criteria
Weak	Crumbles or breaks with handling or little finger pressure.
Moderate	Crumbles or breaks with considerable finger pressure.
Strong	Will not crumble or break with finger pressure.

Plasticity

Description	Criteria
Nonplastic	A 1/8-in. thread cannot be rolled at any water content.
Low	The thread can barely be rolled and the lump cannot be formed when drier than the plastic limit.
Medium	The thread is easy to roll and not much time is required to reach the plastic limit. The thread cannot be rerolled after reaching the plastic limit. The lump crumbles when drier than the plastic limit.
High	It takes considerable time rolling and kneading to reach the plastic limit. The thread can be rerolled several times after reaching the plastic limit. The lump can be formed without crumbling when drier than the plastic limit.

REFERENCE: Caltrans Soil and Rock Logging, Classification, and Presentation Manual (2010), with the exception of consistency of cohesive soils vs. N_{60} .

CONSISTENCY OF COHESIVE SOILS

Description	SPT N_{60} (blows/12 inches)
Very Soft	0 - 2
Soft	2 - 4
Medium Stiff	4 - 8
Stiff	8 - 15
Very Stiff	15 - 30
Hard	Greater than 30

Ref: Peck, Hansen, and Thornburn, 1974,
"Foundation Engineering," Second Edition.

Note: Only to be used (with caution) when pocket penetrometer or other data on undrained shear strength are unavailable.
Not allowed by Caltrans Soil and Rock Logging and Classification Manual, 2010.



PROJECT NO. SD646

**CUYAMACA COLLEGE TRACK & FIELD
IMPROVEMENTS PHASE II – FAN SUPPORT
GCCCD**

BORING RECORD LEGEND #3

GDC_LOG_BORING_MMXX_SOIL_SD_SD646_LOGS.GPJ GDCLOG.GDT 1/31/20

BORING RECORD							PROJECT NAME Cuyamaca College Track & Field Improvements			PROJECT NUMBER SD646		BORING B-1	
SITE LOCATION Cuyamaca College Track & Field							START 1/13/2020		FINISH 1/13/2020		SHEET NO. 1 of 1		
DRILLING COMPANY Pacific Drilling Co.					DRILLING METHOD Hollow Stem Auger			LOGGED BY S. Narveson		CHECKED BY C. Vonk			
DRILLING EQUIPMENT Fraste PL-G					BORING DIA. (in) 6		TOTAL DEPTH (ft) 20		GROUND ELEV (ft) 430		DEPTH/ELEV. GROUNDWATER (ft) ▼ NE / na		
SAMPLING METHOD Hammer: 140 lbs., Drop: 30 in. (Automatic)					NOTES ETR ~ 87%, N ₆₀ ~ 1.45*N _{SPT} ~ 0.97*N _{MC} ; Lat: 32.74646°, Lon: -116.94435°								
DEPTH (feet)	ELEVATION (feet)	SAMPLE TYPE	SAMPLE NO.	PENETRATION RESISTANCE (BLOWS / 6 IN)	BLOW/FT "N"	N ₆₀	MOISTURE (%)	DRY DENSITY (pcf)	OTHER TESTS	DEPTH (feet)	GRAPHIC LOG	DESCRIPTION AND CLASSIFICATION	
			B1				2.4	-	CR			FILL: SILTY SAND (SM); dense; pale olive (5Y 6/4); moist; mostly fine to coarse SAND; some fines; nonplastic.	
5	425		R2	50/4"	REF	REF				5		GRANITOID ROCKS* (Kgr): IGNEOUS ROCK (granodiorite); dark gray (5Y 4/1); intensely weathered to decomposed; very soft; unfractured; (well-graded SAND (SW); very dense; moist; mostly fine to coarse SAND; trace to few fines; nonplastic).	
10	420		S3	26 50/2"	76/8"	>100	9.8	--		10		Iron oxide staining.	
15	415		S4	50/2"	REF	REF				15		Difficult drilling on moderately weathered igneous rock from 13 to 14 feet.	
												Intensely weathered.	
												Difficult drilling on moderately weathered igneous rock from 18 to 20 feet.	
20	410		S5	50/1"	REF	REF				20		No sample recovery.	
												NOTES 1. Total Depth = 20 feet (Target depth reached). 2. Groundwater not encountered during drilling. 3. Boring backfilled on 1/13/2020 shortly after drilling. 4.*Geologic description (disturbed soil description).	
GROUP DELTA CONSULTANTS, INC. 9245 Activity Road, Suite 103 San Diego, California 92126										THIS SUMMARY APPLIES ONLY AT THE LOCATION OF THIS BORING AND AT THE TIME OF DRILLING. SUBSURFACE CONDITIONS MAY DIFFER AT OTHER LOCATIONS AND MAY CHANGE AT THIS LOCATION WITH THE PASSAGE OF TIME. THE DATA PRESENTED IS A SIMPLIFICATION OF THE ACTUAL CONDITIONS ENCOUNTERED.		FIGURE A-1	

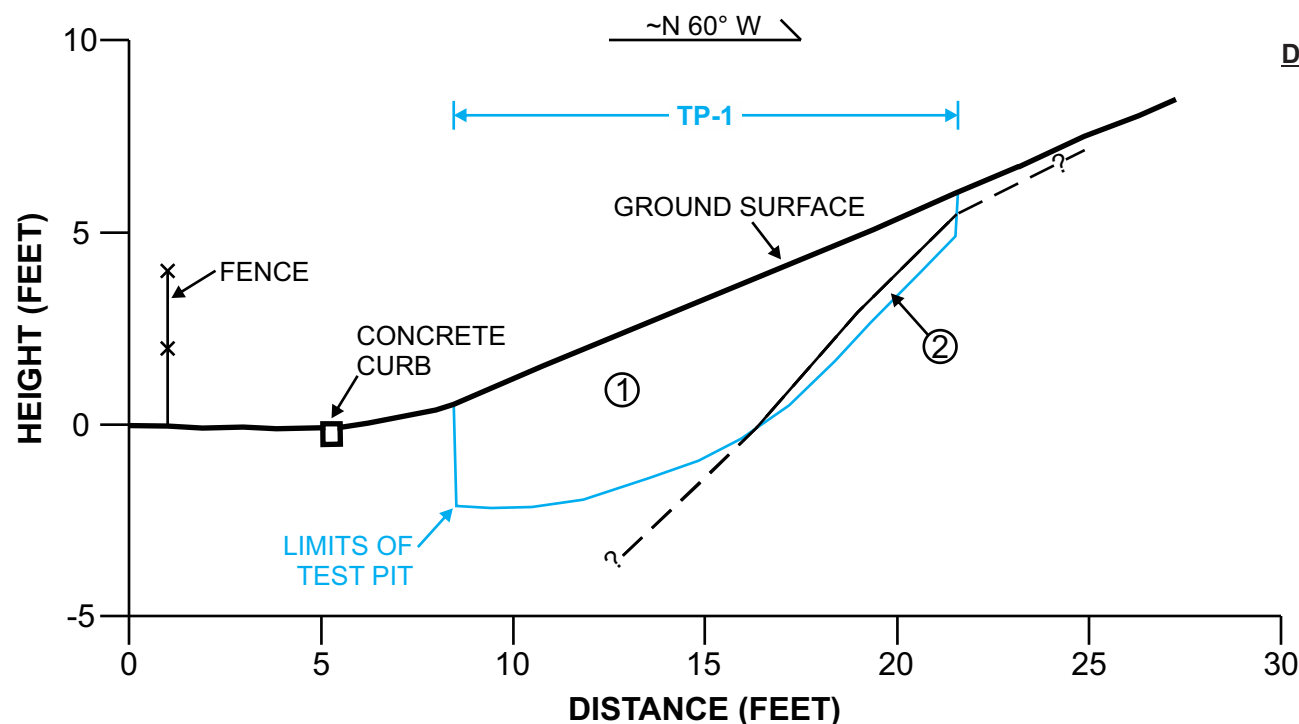
GDC_LOG_BORING_MMXX_SOIL_SD_SD646_LOGS.GPJ GDCLOG.GDT 1/31/20

BORING RECORD							PROJECT NAME Cuyamaca College Track & Field Improvements			PROJECT NUMBER SD646		BORING B-2	
SITE LOCATION Cuyamaca College Track & Field							START 1/13/2020		FINISH 1/13/2020		SHEET NO. 1 of 1		
DRILLING COMPANY Pacific Drilling Co.					DRILLING METHOD Hollow Stem Auger			LOGGED BY S. Narveson		CHECKED BY C. Vonk			
DRILLING EQUIPMENT Fraste PL-G					BORING DIA. (in) 6		TOTAL DEPTH (ft) 20		GROUND ELEV (ft) 430		DEPTH/ELEV. GROUNDWATER (ft) ▼ NE / na		
SAMPLING METHOD Hammer: 140 lbs., Drop: 30 in. (Automatic)					NOTES ETR ~ 87%, N ₆₀ ~ 1.45*N _{SPT} ~ 0.97*N _{MC} ; Lat: 32.74633°, Lon: -116.94390°								
DEPTH (feet)	ELEVATION (feet)	SAMPLE TYPE	SAMPLE NO.	PENETRATION RESISTANCE (BLOWS / 6 IN)	BLOW/FT "N"	N ₆₀	MOISTURE (%)	DRY DENSITY (pcf)	OTHER TESTS	DEPTH (feet)	GRAPHIC LOG	DESCRIPTION AND CLASSIFICATION	
5	425		B1	45 50/5"	95/11"	>100	5.5	-	PA	5		FILL: SILTY SAND (SM); medium dense; reddish brown (5YR 5/3); moist; mostly fine SAND; some fines; nonplastic. (70% Sand; 30% Fines).	
			R2	45 50/5"	95/11"	>100	7.6	120	DS	5		GRANITOID ROCKS* (Kgr): IGNEOUS ROCK (granodiorite); pale olive (5Y 6/3); intensely weathered to decomposed; very soft; unfractured; (SILTY SAND (SM); dense; moist; mostly fine to coarse sand; some fines; nonplastic). Light olive brown (2.5Y 5/4); (very dense).	
10	420		S3	50/3"	REF	REF				10		No sample recovery.	
			S4	50/2"	REF	REF						Olive brown (2.5Y 4/3).	
15	415		S5	50/3"	REF	REF				15			
			S6	50/3"	REF	REF				20		Difficult drilling on moderately weathered igneous rock from 18.5 to 20 feet.	
20	410		S6	50/3"	REF	REF				20		Grayish brown (2.5Y 5/2); intensely weathered.	
										NOTES 1. Total Depth = 20 feet (Target depth reached). 2. Groundwater not encountered during drilling. 3. Boring backfilled on 1/13/2020 shortly after drilling. 4.*Geologic description (disturbed soil description).			
GROUP DELTA CONSULTANTS, INC. 9245 Activity Road, Suite 103 San Diego, California 92126										THIS SUMMARY APPLIES ONLY AT THE LOCATION OF THIS BORING AND AT THE TIME OF DRILLING. SUBSURFACE CONDITIONS MAY DIFFER AT OTHER LOCATIONS AND MAY CHANGE AT THIS LOCATION WITH THE PASSAGE OF TIME. THE DATA PRESENTED IS A SIMPLIFICATION OF THE ACTUAL CONDITIONS ENCOUNTERED.			
										FIGURE A-2			

TEST PIT NUMBER: TP-1
DATE OF EXCAVATION: 1/13/2020
EXCAVATION COMPANY: WEST-TECH CONTRACTING, INC.
EXCAVATION EQUIPMENT: CAT 350E₂ CR MINI-EXCAVATOR
EXCAVATION METHOD: 24-INCH BUCKET
TEST PIT LOGGED BY: J. FAKER
SAMPLING METHOD: BULK
BACKFILL METHOD: COMPACTED TRENCH SPOILS
DATE OF BACKFILL: 1/13/2020

EXPLANATION:

? — — — — — APPROXIMATE LOCATION OF GEOLOGIC CONTACT, DASHED WHERE INFERRED, QUERIED WHERE UNCERTAIN



DESCRIPTION AND CLASSIFICATION:

- ① **FILL:** WELL-GRADED SAND WITH SILT AND GRAVEL (SW-SM); loose to medium dense; brown; moist; mostly fine to coarse SAND; little GRAVEL; few to little fines; nonplastic. [SAMPLE: TP-1-1, BULK].
PI = NP.
EI = 0.
6.7% moisture.
- ② **GRANITOID ROCKS* (Kgr):** IGNEOUS ROCK (granodiorite); reddish brown; decomposed to intensely weathered; (well-graded SAND (SW); very dense; moist; mostly fine to coarse sand; trace to few fines; nonplastic). [SAMPLE: TP-1-2, GRAB].

*GEOLOGIC DESCRIPTION
(DISTURBED SOIL DESCRIPTION)

APPROXIMATE SCALE IN FEET



NOTE: DIRECTION, SCALE AND LOCATIONS ARE APPROXIMATE.

PROJECT NAME

CUYAMACA COLLEGE TRACK & FIELD
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 GCCCD

FIGURE NAME

TEST PIT RECORD
 TP-1



GROUP DELTA

PROJECT NUMBER

SD646

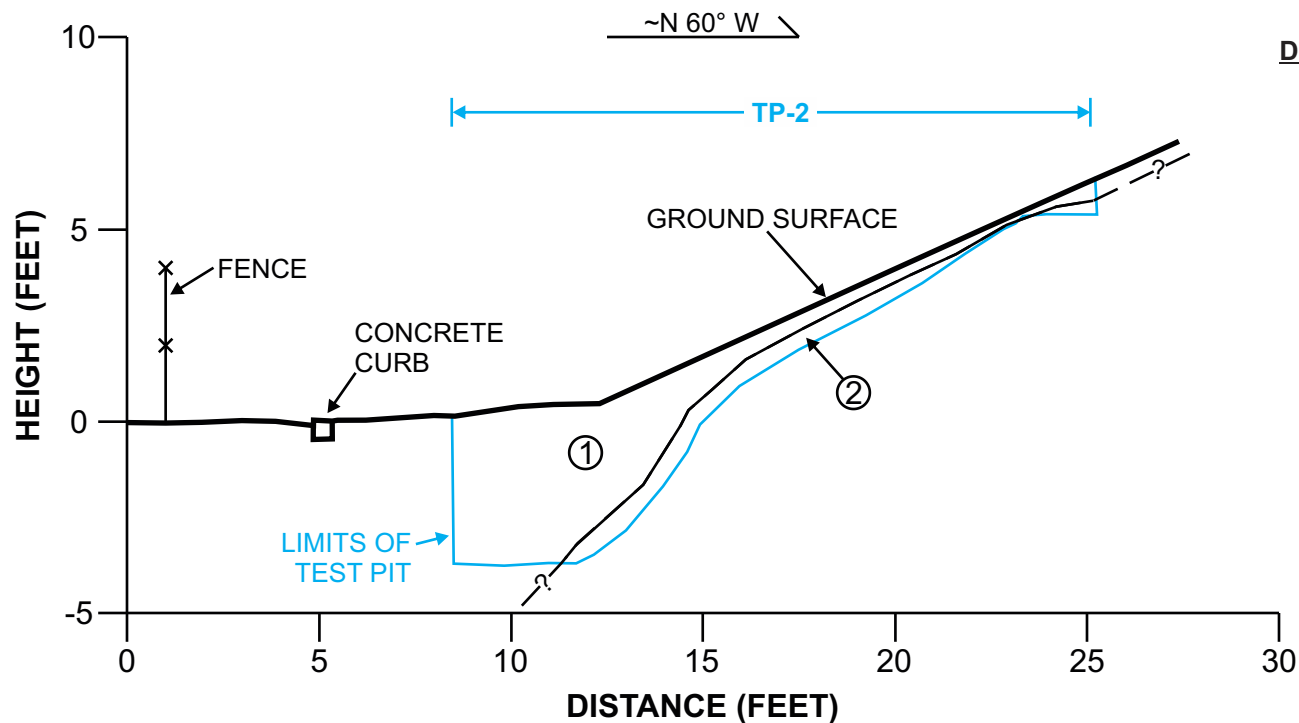
FIGURE NUMBER

A-3

TEST PIT NUMBER: TP-2
DATE OF EXCAVATION: 1/13/2020
EXCAVATION COMPANY: WEST-TECH CONTRACTING, INC.
EXCAVATION EQUIPMENT: CAT 350E₂ CR MINI-EXCAVATOR
EXCAVATION METHOD: 24-INCH BUCKET
TEST PIT LOGGED BY: J. FAKER
SAMPLING METHOD: BULK
BACKFILL METHOD: COMPACTED TRENCH SPOILS
DATE OF BACKFILL: 1/13/2020

EXPLANATION:

? — — — — — APPROXIMATE LOCATION OF GEOLOGIC CONTACT, DASHED WHERE INFERRED, QUERIED WHERE UNCERTAIN



DESCRIPTION AND CLASSIFICATION:

- ① **FILL:** POORLY-GRADED SAND WITH SILT AND GRAVEL (SP-SM); loose to medium dense; brown; moist; mostly fine to coarse SAND; little GRAVEL; few fines; nonplastic. [SAMPLE: TP-2-1, BULK]. 7.6% moisture. 18% Gravel, 75% Sand, 7% Fines.
- ② **GRANITOID ROCKS* (Kgr):** IGNEOUS ROCK (granodiorite); gray; decomposed to intensely weathered; (well-graded SAND (SW); very dense; moist; mostly fine to coarse sand; trace to few fines; nonplastic). [SAMPLE: TP-2-2, GRAB].

*GEOLOGIC DESCRIPTION (DISTURBED SOIL DESCRIPTION)

APPROXIMATE SCALE IN FEET



NOTE: DIRECTION, SCALE AND LOCATIONS ARE APPROXIMATE.

PROJECT NAME

CUYAMACA COLLEGE TRACK & FIELD
IMPROVEMENTS PHASE II - FAN SUPPORT
GCCCD

FIGURE NAME

TEST PIT RECORD
TP-2



GROUP DELTA

PROJECT NUMBER

SD646

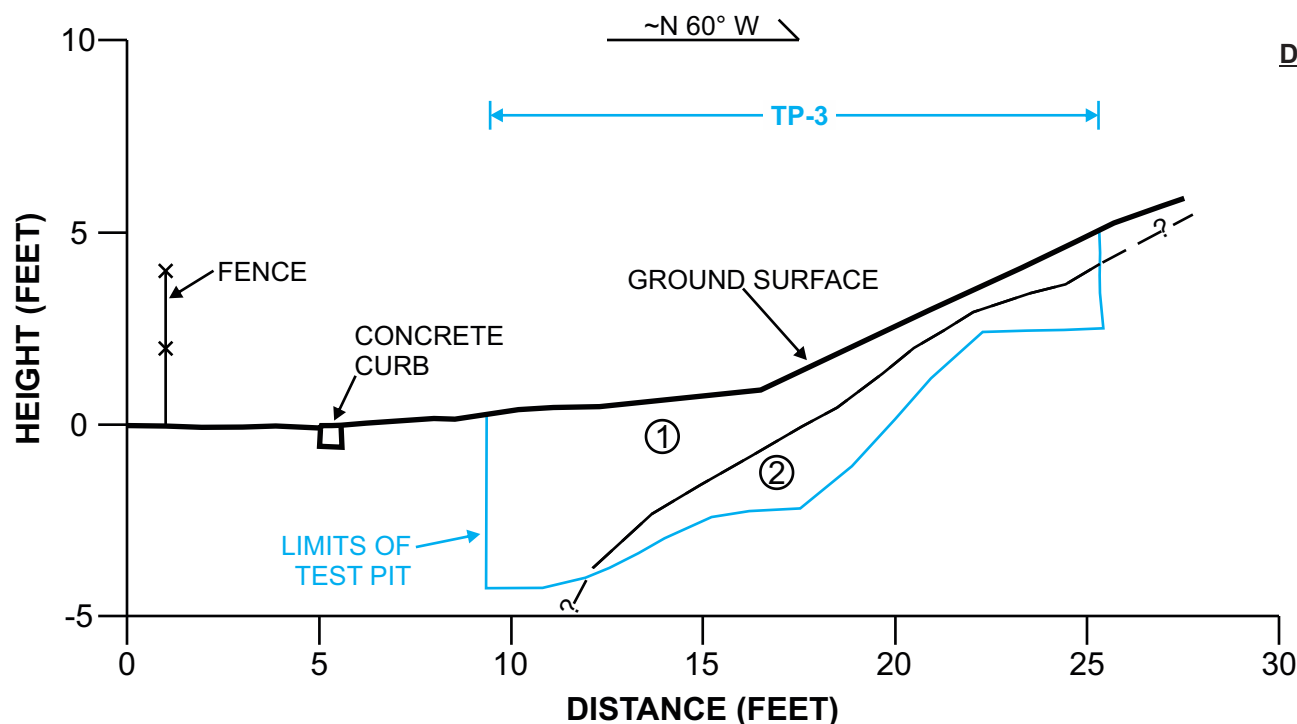
FIGURE NUMBER

A-4

TEST PIT NUMBER: TP-3
DATE OF EXCAVATION: 1/13/2020
EXCAVATION COMPANY: WEST-TECH CONTRACTING, INC.
EXCAVATION EQUIPMENT: CAT 350E₂ CR MINI-EXCAVATOR
EXCAVATION METHOD: 24-INCH BUCKET
TEST PIT LOGGED BY: J. FAKER
SAMPLING METHOD: BULK
BACKFILL METHOD: COMPACTED TRENCH SPOILS
DATE OF BACKFILL: 1/13/2020

EXPLANATION:

? — — — — — APPROXIMATE LOCATION OF GEOLOGIC CONTACT, DASHED WHERE INFERRED, QUERIED WHERE UNCERTAIN



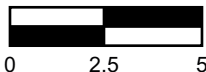
DESCRIPTION AND CLASSIFICATION:

① **FILL:** WELL-GRADED SAND WITH SILT AND GRAVEL (SW-SM); loose to medium dense; brown; moist; mostly fine to coarse SAND; little GRAVEL; few to little fines; nonplastic. [SAMPLE: TP-3-1, BULK]. 8.1% moisture. Corrosion Suite (CR).

② **GRANITOID ROCKS* (Kgr):** IGNEOUS ROCK (granodiorite); gray; decomposed to intensely weathered; (well-graded SAND (SW); very dense; moist; mostly fine to coarse sand; trace to few fines; nonplastic). [SAMPLE: TP-3-2, GRAB].

*GEOLOGIC DESCRIPTION (DISTURBED SOIL DESCRIPTION)

APPROXIMATE SCALE IN FEET



NOTE: DIRECTION, SCALE AND LOCATIONS ARE APPROXIMATE.

PROJECT NAME

CUYAMACA COLLEGE TRACK & FIELD
 IMPROVEMENTS PHASE II - FAN SUPPORT
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FIGURE NAME

TEST PIT RECORD
 TP-3



GROUP DELTA

PROJECT NUMBER

SD646

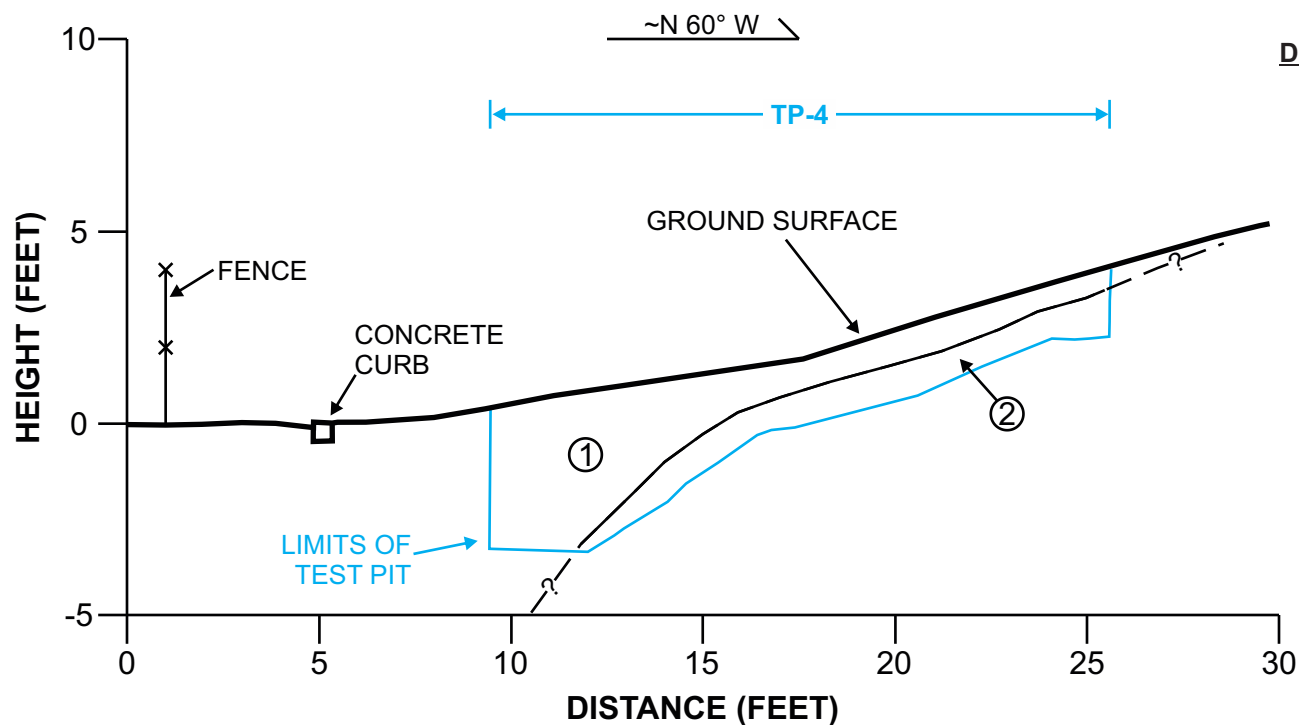
FIGURE NUMBER

A-5

TEST PIT NUMBER: TP-4
DATE OF EXCAVATION: 1/13/2020
EXCAVATION COMPANY: WEST-TECH CONTRACTING, INC.
EXCAVATION EQUIPMENT: CAT 350E₂ CR MINI-EXCAVATOR
EXCAVATION METHOD: 24-INCH BUCKET
TEST PIT LOGGED BY: J. FAKER
SAMPLING METHOD: BULK
BACKFILL METHOD: COMPACTED TRENCH SPOILS
DATE OF BACKFILL: 1/13/2020

EXPLANATION:

? — — — — — APPROXIMATE LOCATION OF GEOLOGIC CONTACT,
DASHED WHERE INFERRED, QUERIED WHERE UNCERTAIN



DESCRIPTION AND CLASSIFICATION:

- ① **FILL:** WELL-GRADED SAND WITH SILT AND GRAVEL (SW-SM); loose to medium dense; brown; moist; mostly fine to coarse SAND; little GRAVEL; few to little fines; nonplastic. [SAMPLE: TP-4-1, BULK]. 6.8% moisture. 21% Gravel, 67% Sand, 12% Fines.
- ② **GRANITOID ROCKS* (Kgr):** IGNEOUS ROCK (granodiorite); gray; decomposed to intensely weathered; (well-graded SAND (SW); very dense; moist; mostly fine to coarse sand; trace to few fines; nonplastic). [SAMPLE: TP-4-2, GRAB].

*GEOLOGIC DESCRIPTION
(DISTURBED SOIL DESCRIPTION)

APPROXIMATE SCALE IN FEET



NOTE: DIRECTION, SCALE AND LOCATIONS ARE APPROXIMATE.

PROJECT NAME

CUYAMACA COLLEGE TRACK & FIELD
 IMPROVEMENTS PHASE II - FAN SUPPORT
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FIGURE NAME

TEST PIT RECORD
 TP-4



GROUP DELTA

PROJECT NUMBER

SD646

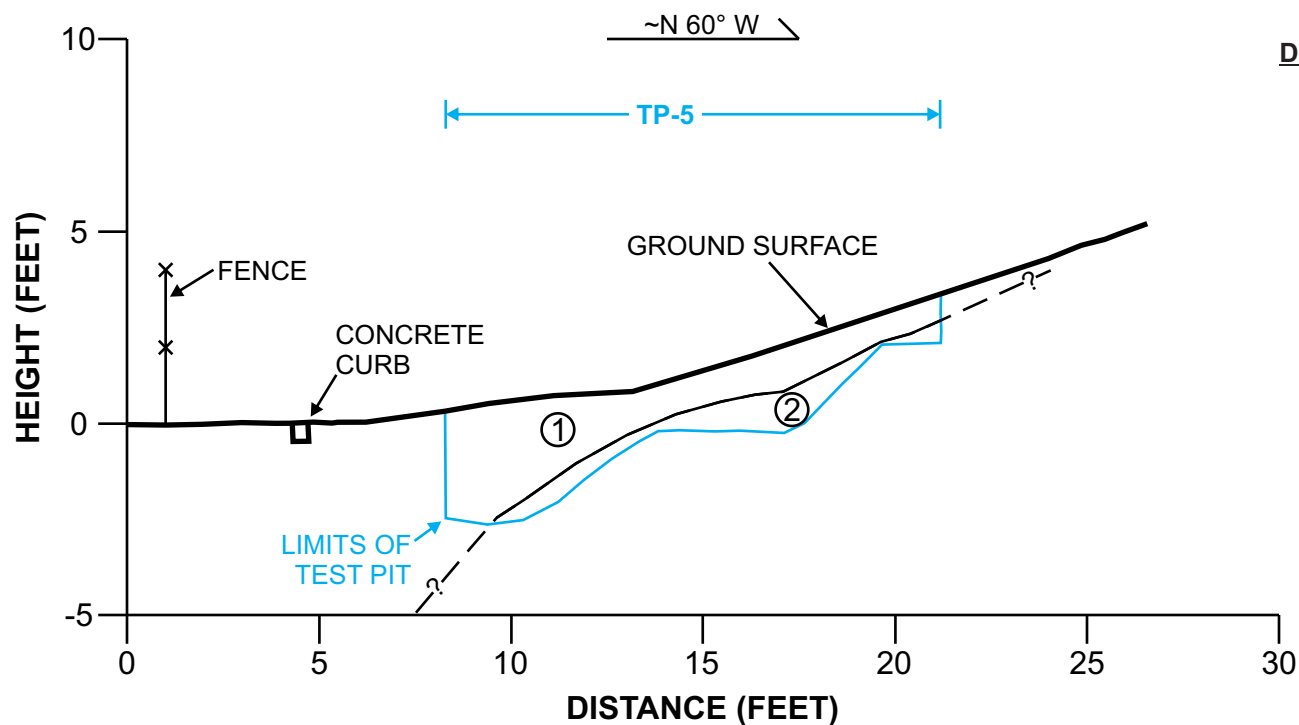
FIGURE NUMBER

A-6

TEST PIT NUMBER: TP-5
DATE OF EXCAVATION: 1/13/2020
EXCAVATION COMPANY: WEST-TECH CONTRACTING, INC.
EXCAVATION EQUIPMENT: CAT 350E₂ CR MINI-EXCAVATOR
EXCAVATION METHOD: 24-INCH BUCKET
TEST PIT LOGGED BY: J. FAKER
SAMPLING METHOD: BULK
BACKFILL METHOD: COMPACTED TRENCH SPOILS
DATE OF BACKFILL: 1/13/2020

EXPLANATION:

? — — — — — APPROXIMATE LOCATION OF GEOLOGIC CONTACT, DASHED WHERE INFERRED, QUERIED WHERE UNCERTAIN



DESCRIPTION AND CLASSIFICATION:

- ① **FILL:** WELL-GRADED SAND WITH SILT AND GRAVEL (SW-SM); loose to medium dense; brown; moist; mostly fine to coarse SAND; little GRAVEL; few to little fines; nonplastic. [SAMPLE: TP-5-1, BULK]. 7.1% moisture.
- ② **GRANITOID ROCKS* (Kgr):** IGNEOUS ROCK (granodiorite); gray; decomposed to intensely weathered; (well-graded SAND (SW); very dense; moist; mostly fine to coarse sand; trace to few fines; nonplastic). [SAMPLE: TP-5-2, GRAB].

*GEOLOGIC DESCRIPTION (DISTURBED SOIL DESCRIPTION)

APPROXIMATE SCALE IN FEET



NOTE: DIRECTION, SCALE AND LOCATIONS ARE APPROXIMATE.

PROJECT NAME

CUYAMACA COLLEGE TRACK & FIELD
 IMPROVEMENTS PHASE II - FAN SUPPORT
 GCCCD

FIGURE NAME

TEST PIT RECORD
 TP-5



GROUP DELTA

PROJECT NUMBER

SD646

FIGURE NUMBER

A-7

APPENDIX B
LABORATORY TESTING

APPENDIX B

LABORATORY TESTING

Laboratory testing was conducted in a manner consistent with the level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions and in the same locality. No warranty, express or implied, is made as to the correctness or serviceability of the test results, or the conclusions derived from these tests. Where a specific laboratory test method has been referenced, such as ASTM or Caltrans, the reference only applies to the specified laboratory test method, which has been used only as a guidance document for the general performance of the test and not as a “Test Standard”. A brief description of the various tests performed for this project follows.

Classification: Soils were visually classified according to the Unified Soil Classification System as established by the American Society of Civil Engineers per ASTM D2487. The soil classifications are shown on the exploration logs in Appendix A.

Moisture Content & Dry Density: The in-situ moisture contents and dry densities of collected soil samples were estimated in general accordance with ASTM D2216 and D2937. The test results are shown on the exploration logs in Appendix A.

Particle Size Analysis: Particle size analyses were performed in general accordance with ASTM D6913 and were used to supplement visual soil classifications. The test results are shown on the exploration logs in Appendix A and in Figures B-1.1 through B-1.3.

Atterberg Limits: ASTM D4318 was used to determine the liquid limit and plasticity index of selected samples. The test results are shown on the exploration logs in Appendix A and in Figure B-2.

Expansion Index: The expansion potential of selected soil samples was estimated in general accordance with the laboratory procedures outlined in ASTM D4829. The test results are shown on the exploration logs in Appendix A and in Figure B-3. Figure B-3 also presents common criteria for evaluating the expansion potential based on the expansion index.

pH and Resistivity: To assess the potential for reactivity with buried metals, selected soil samples were tested for pH and minimum resistivity using Caltrans Test Method 643. The pH and minimum resistivity results are summarized in Figure B-4.

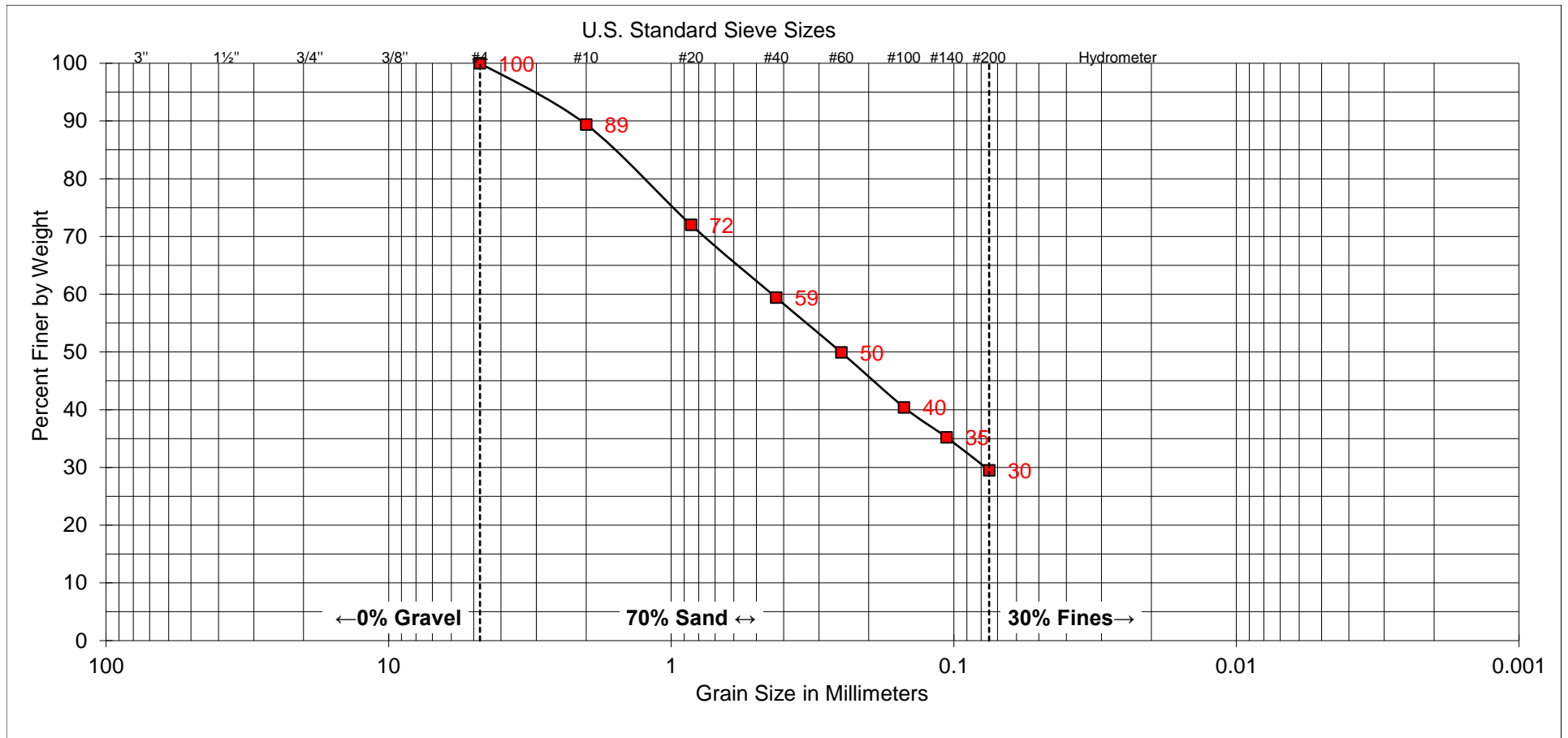
Sulfate Content: To assess the potential for reactivity with concrete, selected soil samples were tested for water soluble sulfate. The sulfate was extracted from the soil under vacuum using a 10:1 (water to dry soil) dilution ratio. The extracted solution was tested for water soluble sulfate in general accordance with ASTM D516. The test results are presented in Figure B-4, along with common criteria for evaluating soluble sulfate content.

APPENDIX B

LABORATORY TESTING (Continued)

Chloride Content: Soil samples were also tested for water soluble chloride. The chloride was extracted from the soil under vacuum using a 10:1 (water to dry soil) dilution ratio. The extracted solution was then tested for water soluble chloride using a calibrated ion specific electronic probe in general accordance with ASTM D512. The test results are also presented in Figure B-4, along with common criteria for evaluating the general degree of corrosivity of chloride content.

Direct Shear: The shear strength of selected ring samples were assessed using direct shear testing performed in general accordance with ASTM D3080. The test results are shown in Figure B-5.



COARSE	FINE	COARSE	MEDIUM	FINE	SILT AND CLAY
GRAVEL		SAND			

BORING B-2
SAMPLE NUMBER: B1
SAMPLE DEPTH: 0-5'

UNIFIED SOIL CLASSIFICATION:	SM
DESCRIPTION:	SILTY SAND

ATTERBERG LIMITS
LIQUID LIMIT: --
PLASTIC LIMIT: --
PLASTICITY INDEX: --

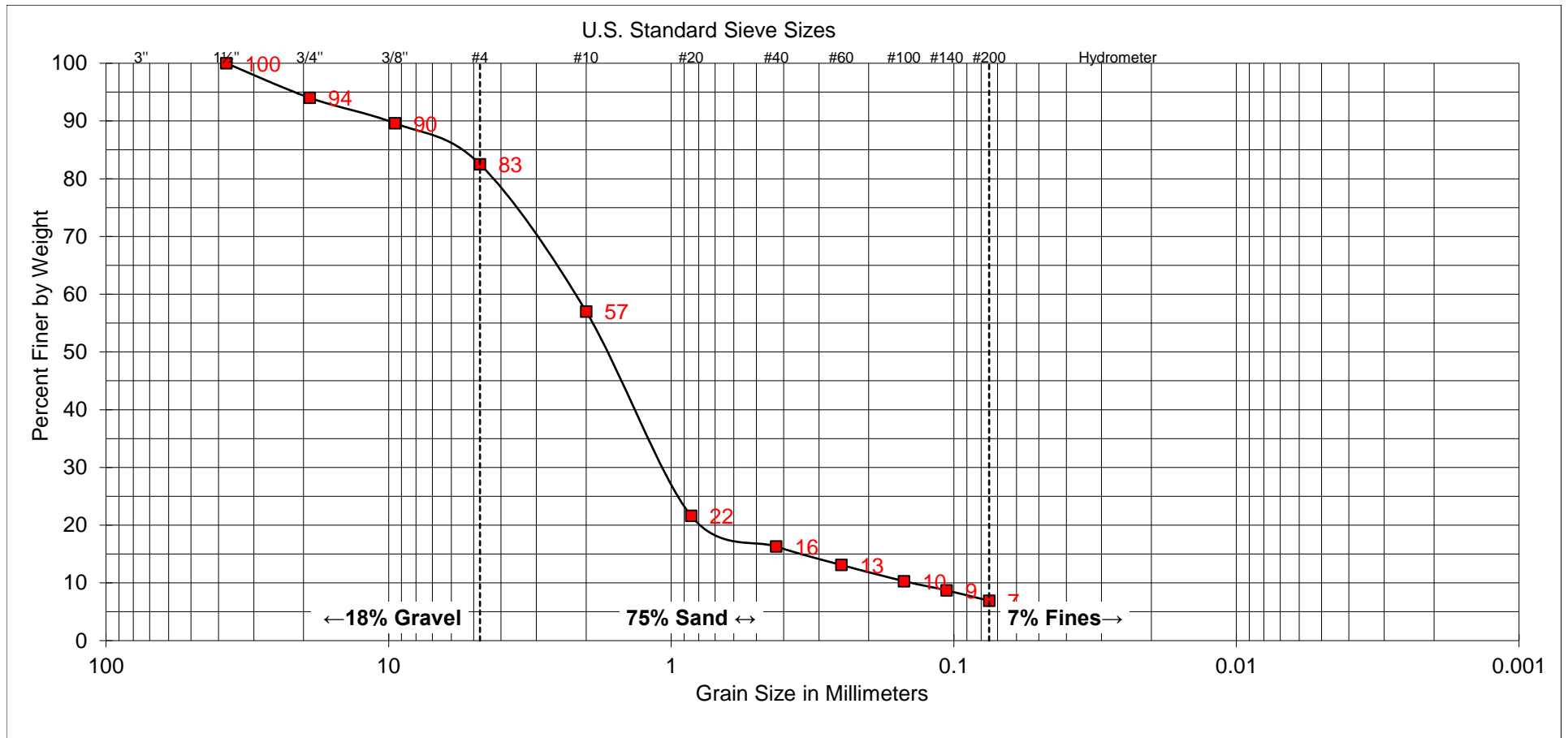


GROUP DELTA

SOIL CLASSIFICATION

Project No. SD646

FIGURE B-1.1



COARSE	FINE	COARSE	MEDIUM	FINE	SILT AND CLAY
GRAVEL		SAND			

TEST PIT TP-2
SAMPLE NUMBER: TP-2-1
SAMPLE DEPTH: Bulk

UNIFIED SOIL CLASSIFICATION:	SP-SM
DESCRIPTION:	POORLY GRADED SAND WITH SILT WITH GRAVEL

ATTERBERG LIMITS
LIQUID LIMIT: --
PLASTIC LIMIT: --
PLASTICITY INDEX: --

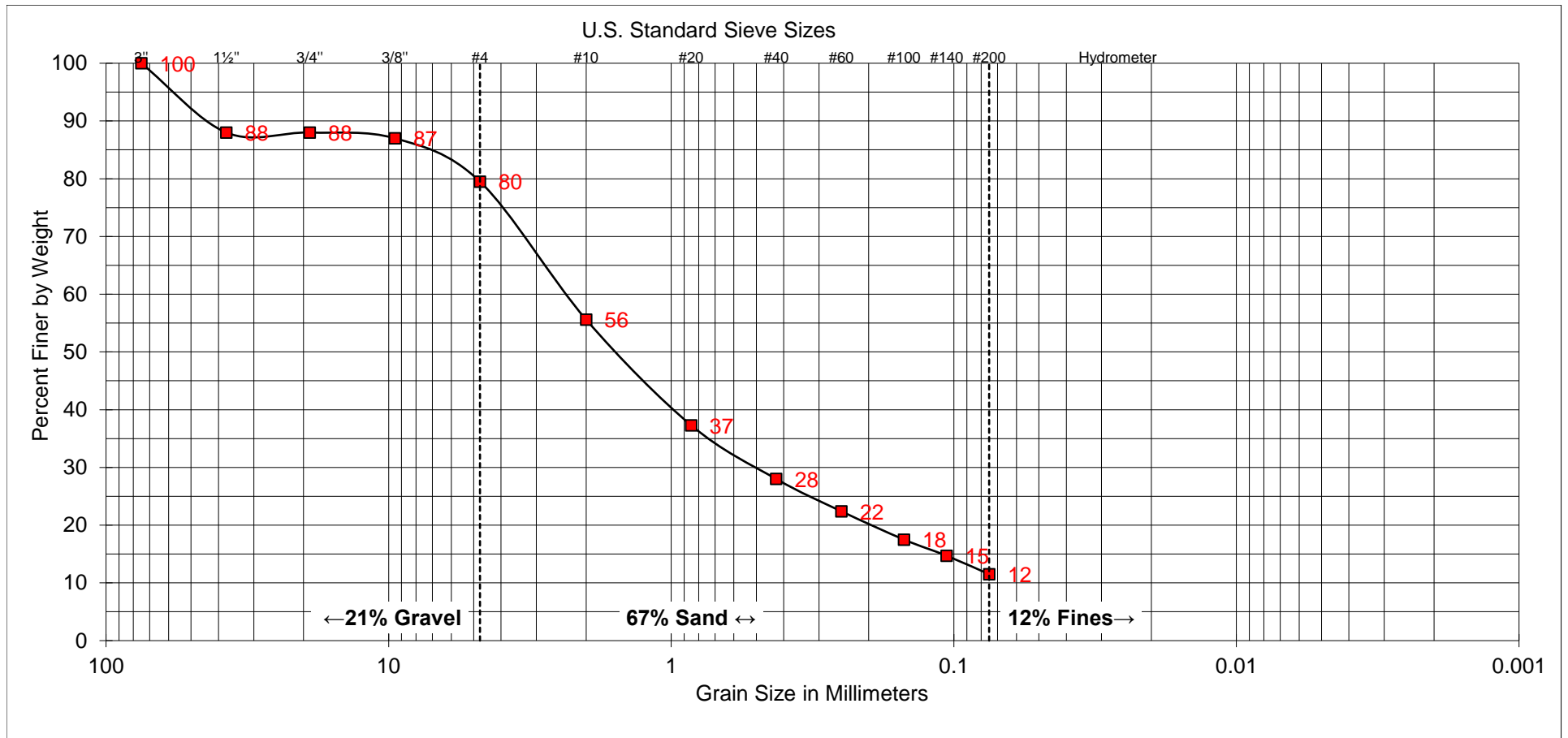


GROUP DELTA

SOIL CLASSIFICATION

Project No. SD646

FIGURE B-1.2



COARSE	FINE	COARSE	MEDIUM	FINE	SILT AND CLAY
GRAVEL		SAND			

TEST PIT TP-4
SAMPLE NUMBER: TP-4-1
SAMPLE DEPTH: Bulk

UNIFIED SOIL CLASSIFICATION:	SW-SM
DESCRIPTION:	WELL GRADED SAND WITH SILT WITH GRAVEL

ATTERBERG LIMITS
LIQUID LIMIT: --
PLASTIC LIMIT: --
PLASTICITY INDEX: --



GROUP DELTA

SOIL CLASSIFICATION

Project No. SD646

FIGURE B-1.3

ATTERBERG LIMITS
(ASTM D4318)

SAMPLE NO. AND DEPTH	LIQUID LIMIT	PLASTIC LIMIT	PLASTICITY INDEX ¹	MATERIAL DESCRIPTION
TP-1-1 BULK	-	-	NP	FILL

Notes:

1) NP = Non-plastic.

EXPANSION TEST RESULTS
(ASTM D4829)

SAMPLE NO. AND DEPTH	MATERIAL DESCRIPTION	EXPANSION INDEX
TP-1-1 BULK	FILL	0

EXPANSION INDEX	POTENTIAL EXPANSION
0 to 20	Very low
21 to 50	Low
51 to 90	Medium
91 to 130	High
Above 130	Very High

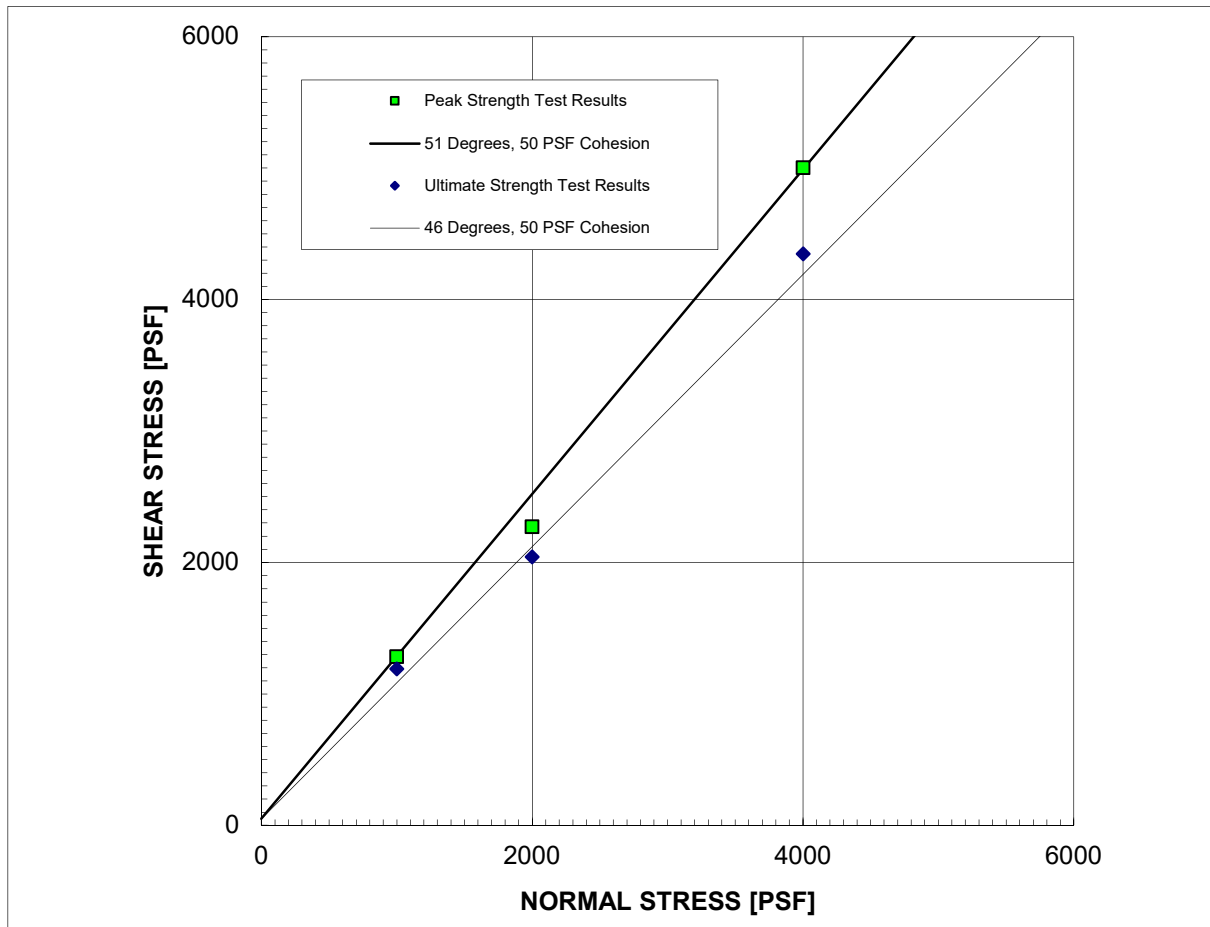
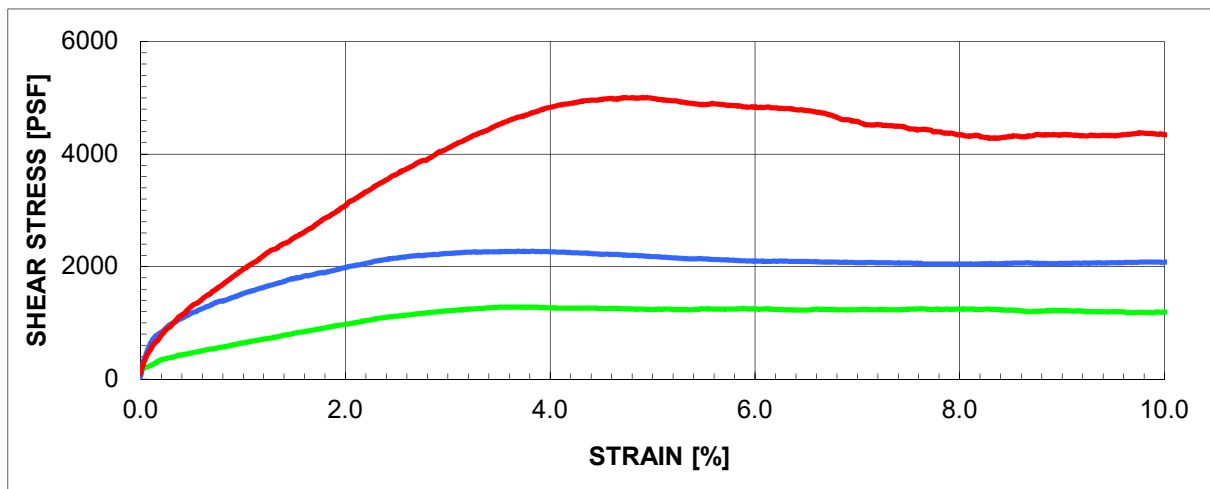
CORROSIVITY TEST RESULTS
(ASTM CTM 643, D516, D512)

EXPLORATION NO.	SAMPLE NO. AND DEPTH	pH	RESISTIVITY [OHM-CM]	SULFATE CONTENT [%]	CHLORIDE CONTENT [%]
B-1	B1 @ 0-5'	8.3	9,980	< 0.01	< 0.01
TP-3	TP-3-1 BULK	7.6	6,490	< 0.01	< 0.01

SULFATE CONTENT [%]	SULFATE EXPOSURE	CEMENT TYPE
0.00 to 0.10	Negligible	-
0.10 to 0.20	Moderate	II, IP(MS), IS(MS)
0.20 to 2.00	Severe	V
Above 2.00	Very Severe	V plus pozzolan

SOIL RESISTIVITY	GENERAL DEGREE OF CORROSIVITY TO FERROUS
0 to 1,000	Very Corrosive
1,000 to 2,000	Corrosive
2,000 to 5,000	Moderately Corrosive
5,000 to 10,000	Mildly Corrosive
Above 10,000	Slightly Corrosive

CHLORIDE (CI) CONTENT	GENERAL DEGREE OF
0.00 to 0.03	Negligible
0.03 to 0.15	Corrosive
Above 0.15	Severely Corrosive



BORING B-2

Description: SAMPLE R2 @ 5'
Pale Olive Silty Sand (SM)

STRAIN RATE: 0.0040 IN/MIN
(Sample was consolidated and drained)

PEAK

ϕ' 51 °
 c' 50 PSF

IN-SITU

γ_d 120.0 PCF
 w_c 7.6 %

ULTIMATE

46 °
50 PSF

AS-TESTED

120.0 PCF
15.0 %

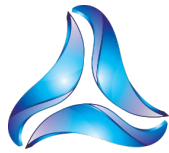


GROUP DELTA

DIRECT SHEAR TEST RESULTS

Project No. SD646

FIGURE B-5



June 1, 2020

Document No. 20-0073

Grossmont-Cuyamaca Community College District
GAFCON – Campus Project Manager
900 Rancho San Diego Parkway
El Cajon, California 92108

Attention: Mr. Brian Browning, P.E.

SUBJECT: ADDENDUM NO. 1
Supplemental Scoreboard Pile Foundation Recommendations
Report of Geotechnical Investigation
Cuyamaca College Track & Field Improvements, Phase II – Fan Support
El Cajon, California

Mr. Browning:

As requested by the project structural engineer, Group Delta Consultants, Inc. (Group Delta) is submitting this addendum to provide supplemental pile foundation recommendations for the Scoreboard that is part of the Track & Field Improvements, Phase II – Fan Support project at Cuyamaca College in El Cajon, California. The additional recommendations are being provided to support in design development of the project. The following recommendations are considered supplemental to our report of geotechnical investigation (Group Delta Consultants, 2020), which remains valid unless superseded herein.

DEEP FOUNDATIONS – SCOREBOARD

As indicated by the project structural engineer, CIDH piles are planned to support the proposed scoreboard. As currently designed, the scoreboard will consist of a steel frame structure that is approximately 43 feet tall and 24 feet wide (Nevco, Inc., 2020). The structure will be supported on a row of three steel columns that are spaced 8 feet apart, center to center. The columns will terminate within a pile cap that extends about four feet below the ground surface. Therefore, the top of the piles supporting the scoreboard will be about 4 feet below the ground surface.

The project structural engineer has indicated that wind loads control the maximum lateral loads applied at the pile head. The maximum load at the base of each column was reported to be 15 kips in shear, with a moment of 450 kip-feet acting in the same direction along an axis perpendicular to the scoreboard. The approximate weight of the structure is estimated at 6 kips. Therefore, lateral loads should control the required penetration of the three pile foundations.

Axial Capacity

The CIDH piles may derive axial resistance from friction within both the compacted fill and granitoid rock. Piles should be embedded 8 feet or more into weathered granitoid rock, as evaluated in the field by the geotechnical consultant. Allowable shaft resistances of 800 and 550 per square foot (psf) for compression and tension (respectively) may be used to evaluate the pile axial resistance. End bearing should not be included in pile axial resistance without specific recommendations from the geotechnical consultant.

The required pile lengths should be determined by the project Structural Engineer using the allowable resistances given the depth of embedment, as measured from the bottom of the pile cap to the tip of the pile. The depth of the weather granitoid rock should be evaluated during drilling at each pile by the geotechnical consultant.

Note that the allowable shaft resistances were calculated using a Factor of Safety of two on the ultimate skin friction. These resistances may be increased by one-third for short-term wind and seismic loads. For our axial analyses, each pile was assumed to be spaced three pile diameters or more in each direction (center to center) such that axial group effects may be neglected. For example, if a pile spacing of two and a half pile diameters is used, the axial resistance should be reduced by multiplying the axial capacity by a group reduction factor of 0.95. Linear interpolation may be used to evaluate an appropriate reduction factor for spacings between two and a half and three pile diameters. Pile spacing of less than two and a half diameters should not be used.

Settlement

We estimate that CIDH piles loaded to the allowable axial resistances should experience less than 1 inch of total settlement. Differential settlement should be less than ½ inch over the length of the scoreboard foundations, measured at the columns (i.e., about 16 feet). Settlement should occur rapidly as the structural loads are applied.

Lateral Capacity

Resistance to lateral loads may be estimated using the bending resistance of the piles as well as the passive soil pressure against pile caps (without reduction). Lateral resistance of the scoreboard foundations was computed using the computer program LPile (Ensoft, 2016) based on the p-y method. For these analyses, we evaluated the response of a single pile using the applied loads provided by the structural engineer at the pile head, and assuming that the loads are applied perpendicular to the face of the scoreboard and pile row. The CIDH piles were modeled using an elastic section with a 70 percent “cracked” moment of inertia and an elastic modulus of 3,120 kips per square inch (ksi), which approximately corresponds to a concrete compressive strength (f'_c) of 3,000 psi. We evaluated different pile lengths and diameters so that the estimated lateral deflection was 0.5 inches or less at the pile head. Our evaluation suggests that a 15-foot long and 30-inch diameter CIDH pile may be used to resist the applied design loads with a

lateral pile deflection of less than 0.5-inch measured at the pile head. The results of the LPile analyses are summarized in Figure 1, *Lateral Pile Analysis Results – 30-inch Diameter CIDH Piles*.

To aid in evaluating the lateral resistance provided by the pile cap with a compatible lateral deflection of about 0.35 inches under the applied loads noted above, a curve depicting the ultimate passive force versus lateral displacement for the pile cap is presented in Figure 2. This figure assumes a 2.5-foot thick grade beam embedded 4.0 feet below grade with 1.5 feet of soil cover, and that the pile cap is completely embedded in compacted fill soils prepared per the *Fill Compaction* section of the referenced report (Group Delta, 2020). The lateral deflection of the pile cap should be compatible with the lateral pile head deflection estimated in the LPile analyses. For the estimated lateral deflection of 0.35 inches at the pile head, the allowable passive resistance would total about 1.55 kips per lineal foot along the length of the pile cap described above.

LIMITATIONS


Our professional services were provided using the degree of care and skill ordinarily exercised, under similar circumstances, by reputable geotechnical consultants practicing in this or similar localities. No warranty, express or implied, is made as to the conclusions and professional opinions included in this report. This addendum should be read and bound with the referenced geotechnical report. This addendum is subject to the same limitations as stated in the report.

We appreciate this opportunity to be of continued professional service. Please feel free to contact the office with any questions or comments, or if you need anything else.

GROUP DELTA CONSULTANTS


Christopher K. Vonk, P.E. 86619
Project Engineer




Matthew A. Fagan, G.E. 2569
Senior Geotechnical Engineer



Attachments: References

Figure 1 – Lateral Pile Analysis Results – 30-inch Diameter CIDH Piles

Figure 2 – Ultimate Passive Force Versus Lateral Displacement For Embedded Pile Caps

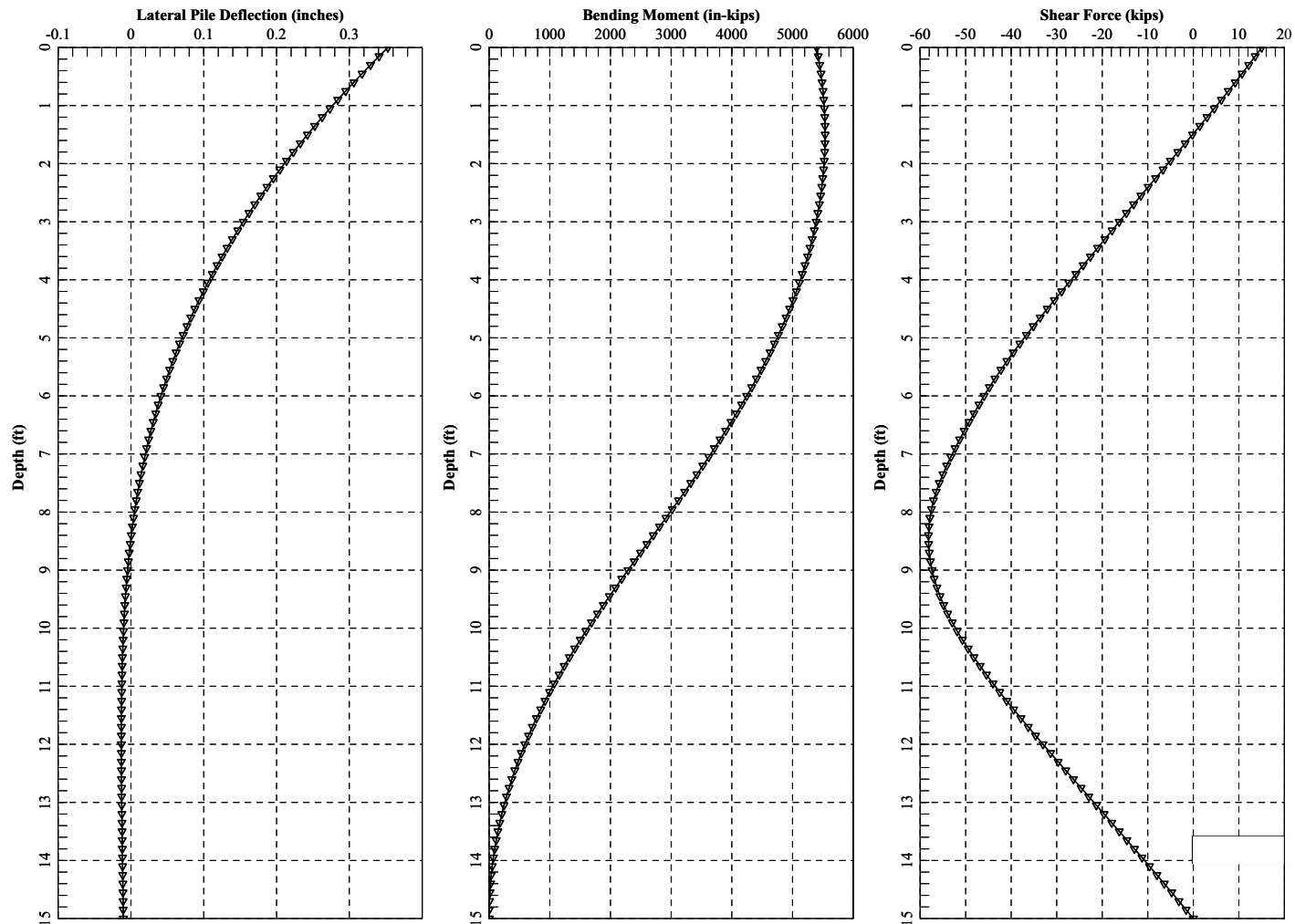
Distribution: (1) Addressee, Mr. Brian Browning (bbrowning@gafcon.com)

REFERENCES

Ensoft, Inc. (2016). LPILE, A Program for Analyzing Stress and Deformation of Individual Piles or Drilled Shafts Under Lateral Load, Version 2016.9.01, release dated: January 11.


Group Delta Consultants, Inc. (2020). *Report of Geotechnical Investigation, Cuyamaca College Track & Field Improvements, Phase II – Fan Support, El Cajon, California*, Project No. SD646, Document No. 19-0187, February 7.

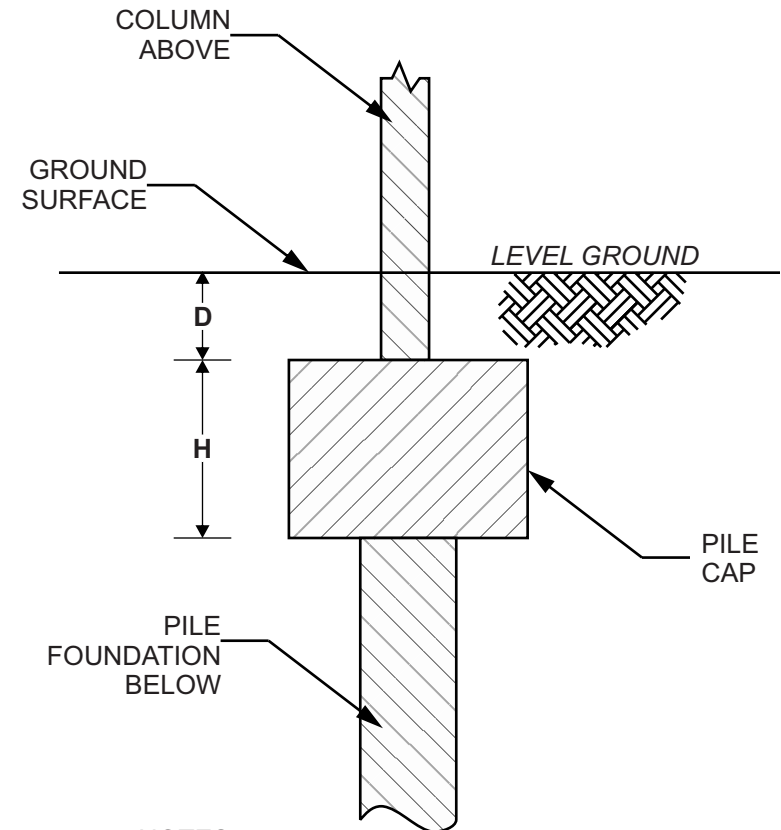
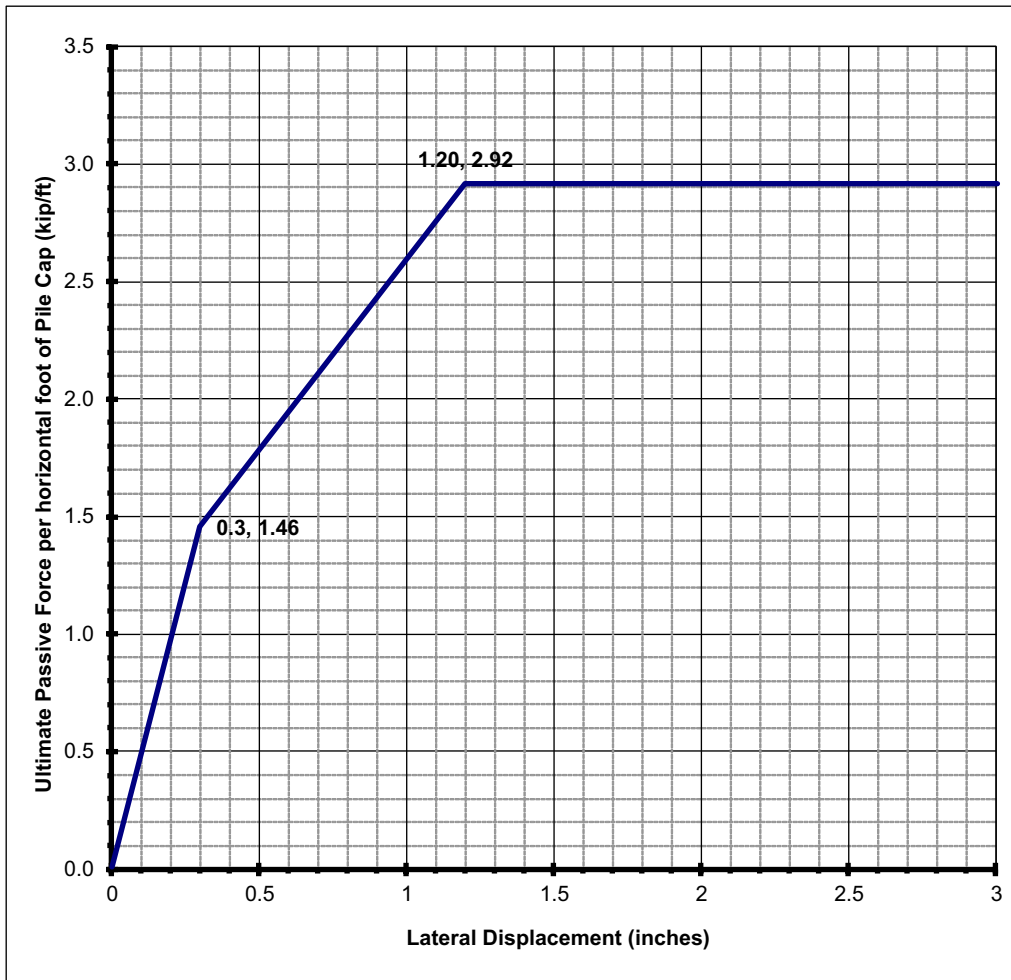
Nevco, Inc. (2020). *Video Installation, Cuyamaca College, El Cajon, CA, Drawing No. Quote 43382 Mech*, Sheets 1 through 9, March 13.



NOTES:

1. LPILE ANALYSIS INCLUDED A 30-INCH DIAMETER, 15-FOOT LONG CONCRETE CIDH PILE ASSUMING AN ELASTIC SECTION WITH A MODULUS OF 3,120 KSI (CORRESPONDS TO $F'_c = 3$ KSI) AND A 70 PERCENT "CRACKED" MOMENT OF INERTIA. A P-MULTIPLIER OF 0.92 WAS ADOPTED INTO THIS ANALYSIS BASED ON A CENTER TO CENTER SPACING OF 8 FEET BASED ON THE CALIFORNIA AMENDMENTS TO THE AASHTO LRFD BRIDGE DESIGN SPECIFICATIONS, 8TH EDITION.
2. THE PILE HEAD IS ASSUMED TO BE 4 FEET BELOW GROUND SURFACE (2.5-FOOT THICK PILE CAP WITH 1.5 FEET OF SOIL COVER), CORRESPONDING TO AN PILE HEAD ELEVATION OF 727 FEET AND PILE TIP ELEVATION OF 712 FEET.
3. SOIL PROFILE ASSUMES COMPACTED FILL SOIL MATERIALS PREPARED AS RECOMMENDED IN THE REPORT OF GEOTECHNICAL INVESTIGATION AND SUBSEQUENT ADDENDUMS WILL FROM ELEVATIONS 731 TO 724 FEET AND WEATHERED GRANITOID ROCK FROM ELEVATION 724 FEET AND DEEPER.
4. PILE HEAD LOADING CONDITION EVALUATED: SHEAR = 15 KIPS; MOMENT = 450 KIP-Feet; NORMAL LOAD = 5 KIPS.

PROJECT NAME	FIGURE NAME	 GROUP DELTA	
CUYAMACA COLLEGE TRACK & FIELD IMPROVEMENTS, PHASE II - FAN SUPPORT GCCCD	LATERAL PILE ANALYSIS RESULTS 30-INCH DIAMETER CIDH PILES	PROJECT NUMBER SD646	FIGURE NUMBER 1



NOTES:

1. SOIL COVER DEPTH, 'D' = 1.5 FEET.
2. PILE CAP THICKNESS, 'H' = 2.5 FEET.
3. PASSIVE RESISTANCE ASSUMES GRANULAR COMPACTED FILL SOIL MATERIALS PREPARED AS RECOMMENDED IN THE REPORT OF GEOTECHNICAL INVESTIGATION AND SUBSEQUENT ADDENDUMS.

REFERENCES: TRILINEAR CURVE FOR IDEALIZED FORCE-DEFLECTION BEHAVIOR OF PILE CAP BASED ON CALTRANS "GUIDELINES ON FOUNDATION LOADING AND DEFORMATION DUE TO LIQUEFACTION INDUCED LATERAL SPREADING," FEBRUARY, 2011.
 NAVFAC - DESIGN MANUAL 7.02, "FOUNDATIONS & EARTH STRUCTURES," REVALIDATED BY CHANGE SEPTEMBER 1, 1986, SECTION 2, FIGURE 1, PAGE 7.2-60.

NOT TO SCALE

PROJECT NAME
 CUYAMACA COLLEGE TRACK & FIELD
 IMPROVEMENTS, PHASE II - FAN SUPPORT
 GCCCD

FIGURE NAME
 ULTIMATE PASSIVE FORCE
 VERSUS LATERAL DISPLACEMENT
 FOR EMBEDDED PILE CAPS



GROUP DELTA

PROJECT NUMBER

SD646

FIGURE NUMBER

2

EXHIBIT P

Cuyamaca College Composite Topographic Survey

GENERAL NOTES

1. ALL UTILITIES ARE OBTAINED FROM A COMBINATION OF RECORD INFORMATION, DISTRICT STAFF KNOWLEDGE AND A PHYSICAL SURVEY OF ALL ABOVE GROUND FEATURES ONLY. NO UNDERGROUND UTILITIES HAVE BEEN LOCATED BY ANY LOCATING SERVICES OR BY NOLTE STAFF ANYWHERE ON THE CUYAMACA COLLEGE CAMPUS.

BASIS OF COORDINATES

COORDINATES ARE REFERENCED TO NAD83 AND ARE EXPRESSED IN TERMS OF CCS83/ZONE 6 CONVERTED TO A GROUND COORDINATE SYSTEM AT CONTROL POINT CC-15 AT AN AVERAGE ELEVATION OF 425 FEET. THE CCS83/VI TIES WERE TO CONTROL POINT NOS. FLCVTS1, 161EXP11, AND 161WCCS1 AS SHOWN ON RECORD OF SURVEY NO. 17454 RECORDED ON JUNE 27, 2002 AS FILE NO. 2002-0543568 O.R. SAN DIEGO COUNTY. TO CONVERT FROM GROUND DISTANCE TO GRID DISTANCE, MULTIPLY THE GROUND DISTANCE BY 1/1.0000084123.

BASIS OF BEARINGS

BEARINGS ARE REFERENCED TO GRID NORTH, CCS83/ZONE VI.

BASIS OF ELEVATIONS

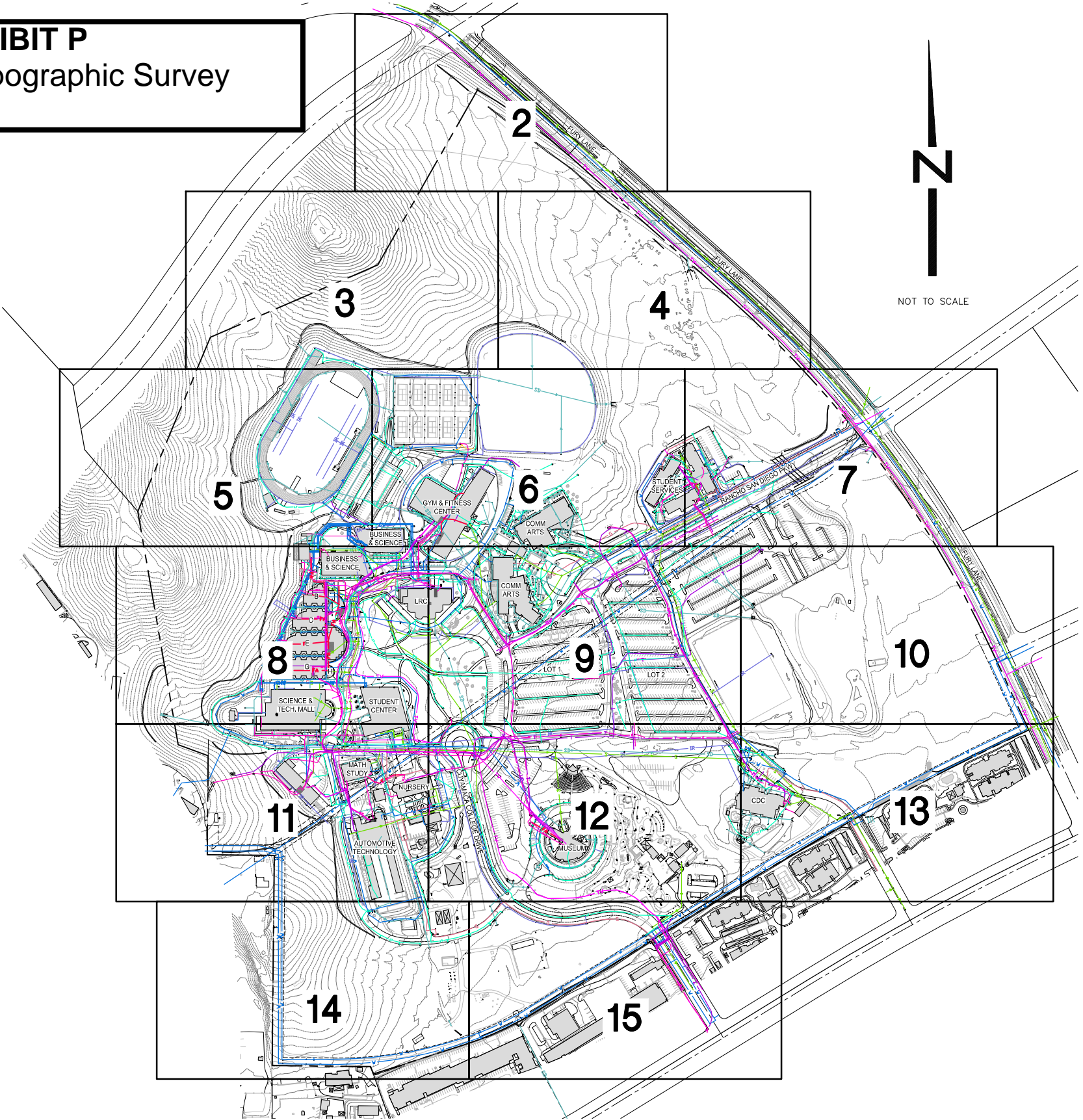
ELEVATIONS ARE REFERENCED TO NAVD88 AND ARE BASED ON THE ELEVATION OF STATION 161WCCS1 OF 330.552 FT. AS DETERMINED BY ELEVATION TRANSFER USING RTK GPS FROM NGS STATION J892 RESET 1970 (PID DC0342) OF 493.00 FT.

LEGENDS

SYMBOLS		
	ECBX	ELECTRICAL BOX
	ECCB	ELECTRICAL CABINET
	ECTF	TRANSFORMER
	ECPB	ELECTRICAL PULLBOX
	ECVT	ELECTRICAL VAULT
	GSRI	GAS RISER
	GSVT	GAS VAULT
	IRBX	IRRIGATION BOX
	IRCR	IRRIGATION CONTROLLER
	IRVA	IRRIGATION VALVE
	TLBX	TELEPHONE BOX
	TLPB	TELEPHONE PULLBOX
	TLRI	TELEPHONE RISER
	TLMC	TELEPHONE MISCELLANEOUS
	TSPB	TELEPHONE SIGNAL PULLBOX
	ARV	AIR RELEASE VALVE
	WTBF	BACKFLOW ASSEMBLY
	WTMT	WATER METER
	WTRI	WATER RISER
	WTVT	WATER VAULT
	WTMC	WATER MISCELLANEOUS
		SEWER CLEANOUT
		STORM DRAIN CLEANOUT
		DROP INLET
		ELECTRICAL MANHOLE
		FIRE HYDRANT
		GAS METER
		GAS VALVE
		LIGHT POLE
		ROOF DRAIN
		SEWER MANHOLE
		STORM DRAIN MANHOLE
		TELEPHONE MANHOLE
		TRAFFIC SIGNAL
		WATER VALVE
		CURB INLET
		POWER POLE
		GUY POLE

LINE TYPE	
	BOUNDARY
	STREET LIGHTING
	STORM DRAIN
	SEWER
	GAS LINE
	WATER LINE
	EMERGENCY POWER
	TELEPHONE LINE
	UNDERGROUND CONDUIT
	ELECTRIC LINE
	OVERHEAD ELECTRIC
	TELEVISION LINE
	IRRIGATION
	FIRE ALARM

EXHIBIT P
Composite Topographic Survey

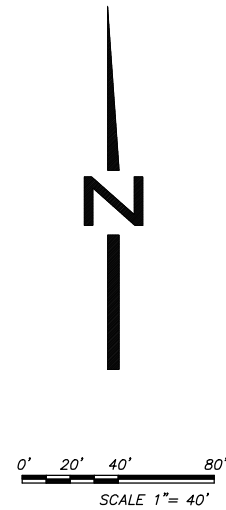


PRELIMINARY DESIGN ONLY NOT FOR CONSTRUCTION

REFS: 2/20/24, Cuyamaca College, EXD, EXG, EXSD, EXSS, EXMT, EXMA

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CAUTION: The engineer preparing these plans will not be responsible for, or liable for, unauthorized changes to or uses of these plans. All changes to the plans must be in writing and must be approved by the preparer of these plans.



MATCHLINE SEE SHEET 3

MATCHLINE SEE SHEET 4

PRELIMINARY DESIGN ONLY NOT FOR CONSTRUCTION

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PLOTTING VIEW: NONE
DESIGNER: DMT PROJ. MGR: NONE

[illegible]

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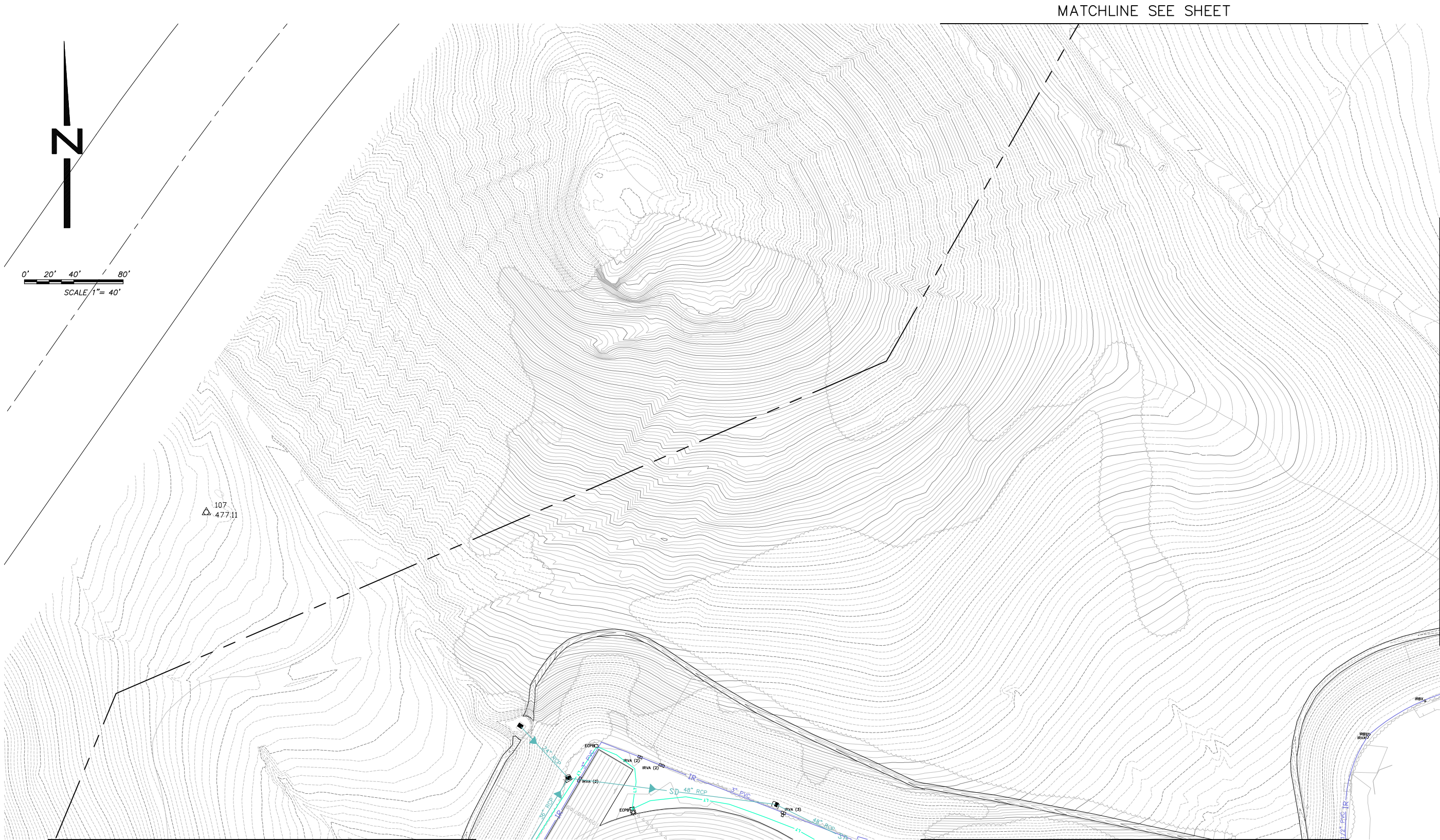
CUYAMACA COLLEGE
COMPOSITE TOPOGRAPHIC SURVEY

PREPARED FOR: CUYAMACA COLLEGE DISTRICT

DATE SUBMITTED: FEB 2015

SHEET NUMBER	
OF	SHEETS
SCALE	
VERTICAL: 1" = 1'	
HORIZONTAL: 1" = 40'	
JOB NUMBER	
SDB016410	

REF: S:\2014\ EXOS, EXSD, EXSS, EXWT, EXOU, EXOR, EXMA



MATCHLINE SEE SHEET 4

PRELIMINARY DESIGN ONLY NOT FOR CONSTRUCTION

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DESIGNER: DMT	PROJ. MGR: NONE				
CAUTION: The engineer preparing these plans will not be responsible for, or liable for, unauthorized changes to or uses of these plans. All changes to the plans must be in writing and must be approved by the preparer of these plans.					



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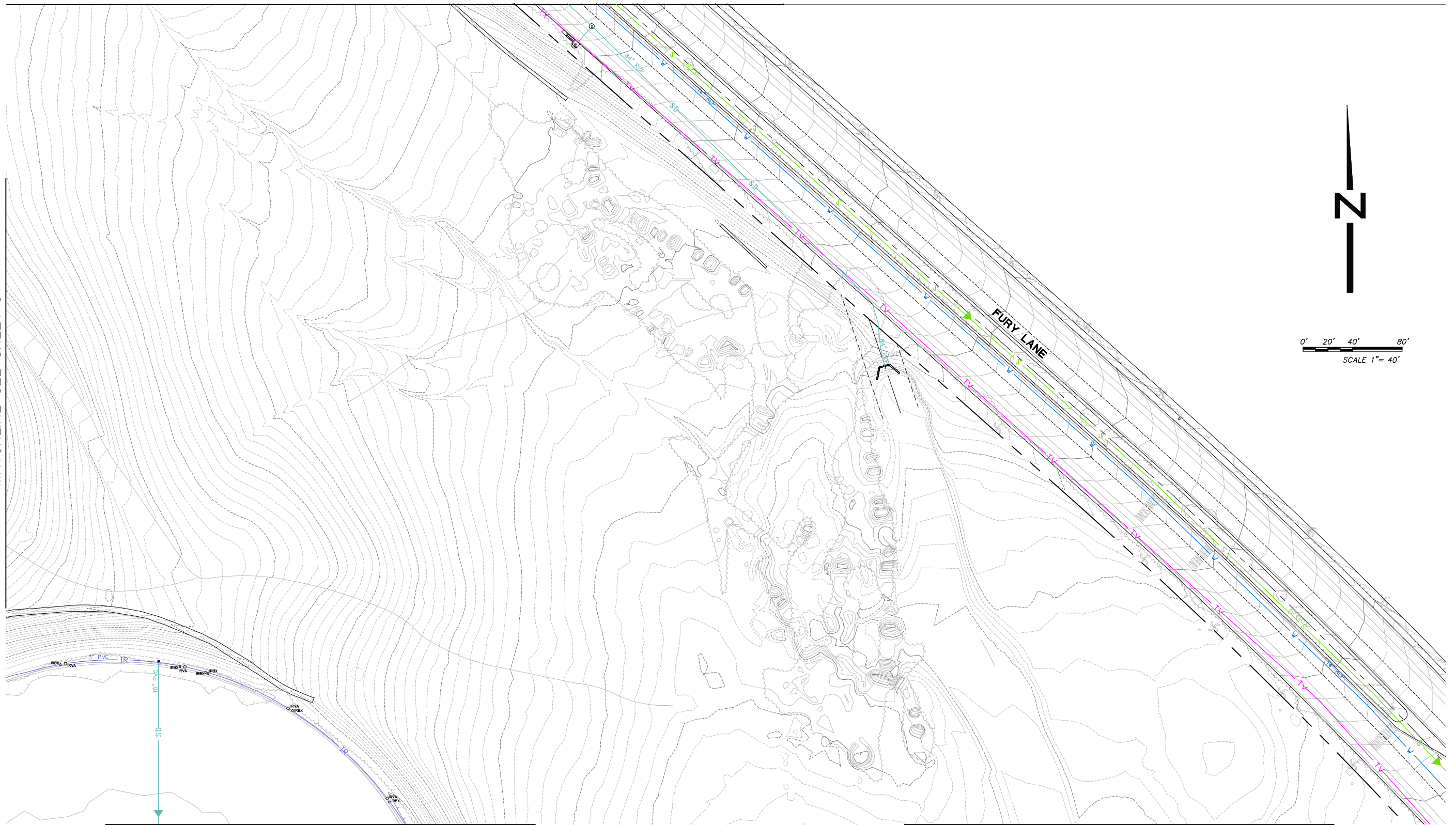
CUYAMACA COLLEGE COMPOSITE TOPOGRAPHIC SURVEY

PREPARED FOR: CUYAMACA COLLEGE DISTRICT

DATE SUBMITTED: FEB 2015

SHEET NUMBER 3
OF SHEETS
SCALE VERTICAL: 1"= 1' HORIZONTAL: 1"= 40'
JOB NUMBER SDB016410


MATCHLINE SEE SHEET 3



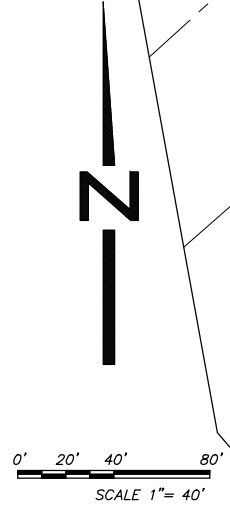
A north arrow pointing upwards with the letter 'N' in the center. Below the arrow is a graphic scale bar with markings for 0', 20', 40', and 80'. The text 'SCALE 1" = 40'' is centered below the scale bar.

MATCHLINE SEE SHEET 7


PRELIMINARY DESIGN ONLY NOT FOR CONSTRUCTION

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CAUTION: The engineer preparing these plans will not be responsible for, or liable for, unauthorized changes to or uses of these plans. All changes to the plans must be in writing and must be approved by the preparer of these plans.								OF SHEETS SCALE VERTICAL: 1"= 1' HORIZONTAL: 1"= 40'	
				15070 AVENUE OF SCIENCE, SUITE 100, SAN DIEGO, CA. 92128 858.386.0500 TEL 858.386.0400 FAX WWW.NOLTE.COM		PREPARED FOR: CUYAMACA COLLEGE DISTRICT		JOB NUMBER SDB016410	
						DATE SUBMITTED: FEB 2015			

MATCHLINE SEE SHEET 8



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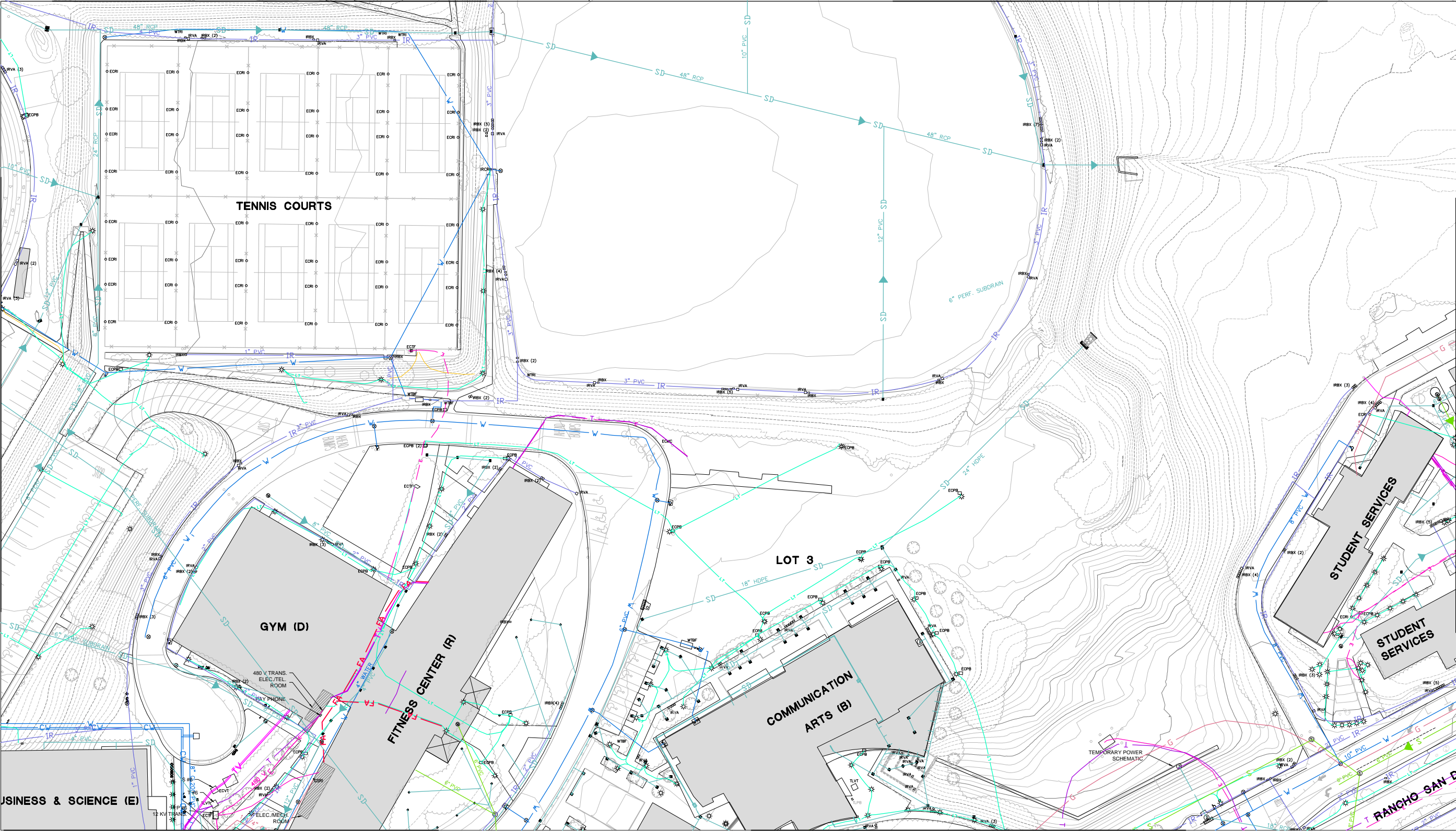
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CAUTION: The engineer preparing these plans will not be responsible for, or liable for, unauthorized changes to or uses of these plans. All changes to the plans must be in writing and must be approved by the preparer of these plans.								OF SHEETS SCALE VERTICAL: 1"= 1' HORIZONTAL: 1"= 40'	
				15070 AVENUE OF SCIENCE, SUITE 100, SAN DIEGO, CA. 92128 858.386.0500 TEL. 858.386.0400 FAX WWW.NOLTE.COM		PREPARED FOR: CUYAMACA COLLEGE DISTRICT		DATE SUBMITTED: FEB 2015	
						JOB NUMBER SDB0164410			

MATCHLINE SEE SHEET 3

MATCHLINE SEE SHEET 4

MATCHLINE SEE SHEET 5

MATCHLINE SEE SHEET 7



MATCHLINE SEE SHEET 8

MATCHLINE SEE SHEET 9

0' 20' 40' 80'
SCALE 1"= 40'

DATE: _____ TIME: 12:47 p.m.	NO.	BY	DATE	REVISIONS:
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DESIGNER: DMT PROJ. MGR: NONE				
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CUYAMACA COLLEGE
COMPOSITE TOPOGRAPHIC SURVEY

PREPARED FOR: CUYAMACA COLLEGE DISTRICT

DATE SUBMITTED: FEB 2015

SHEET NUMBER
6

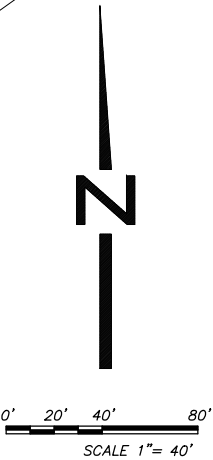
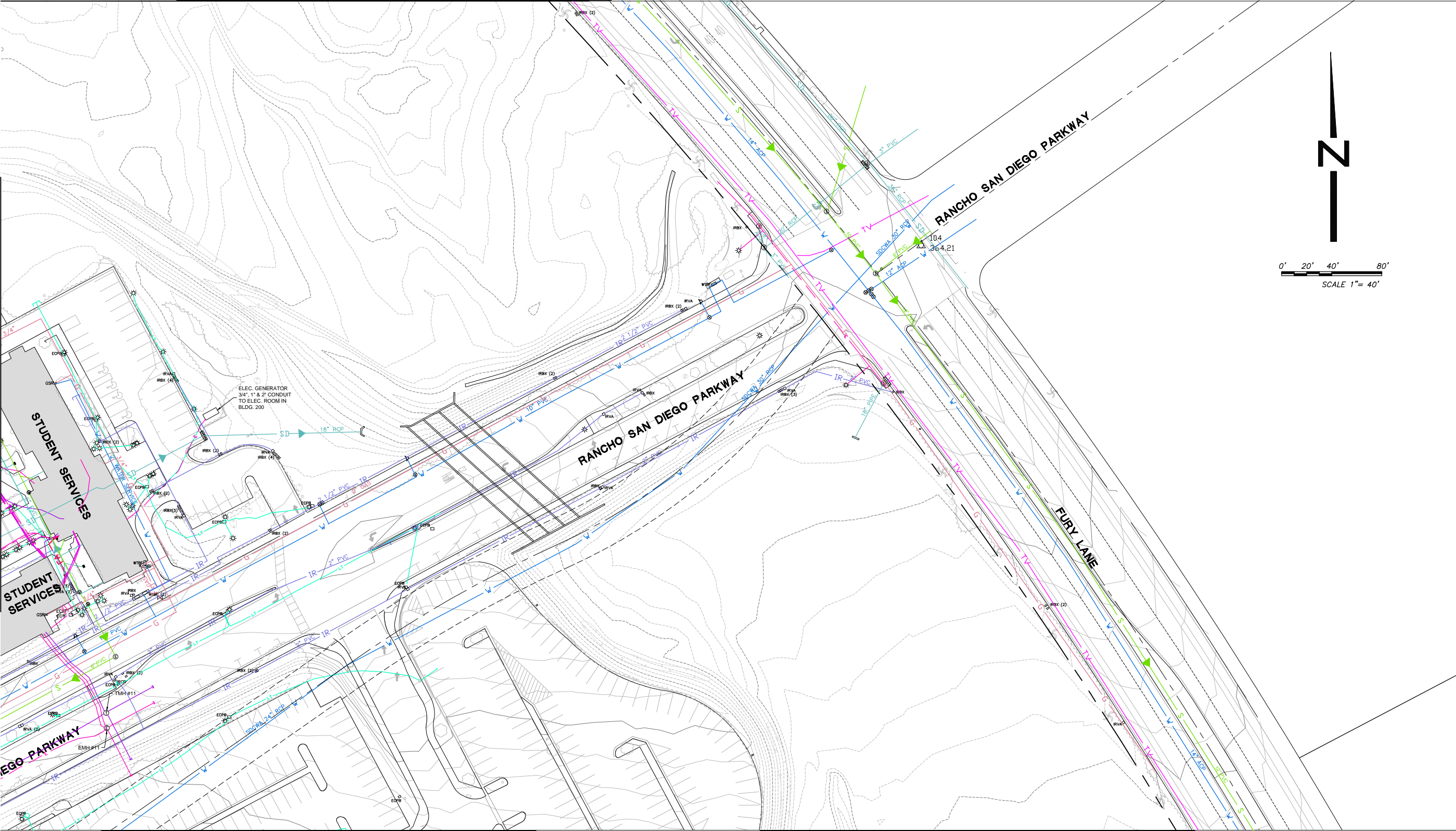
OF SHEETS

SCALE
VERTICAL: 1"= 1'
HORIZONTAL: 1"= 40'

JOB NUMBER
SDB016410

MATCHLINE SEE SHEET 4

MATCHLINE SEE SHEET 6



MATCHLINE SEE SHEET 9

MATCHLINE SEE SHEET 10

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DATE: _____ TIME: 12:48 p.m.	NO.	BY	DATE	REVISIONS:
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CUYAMACA COLLEGE

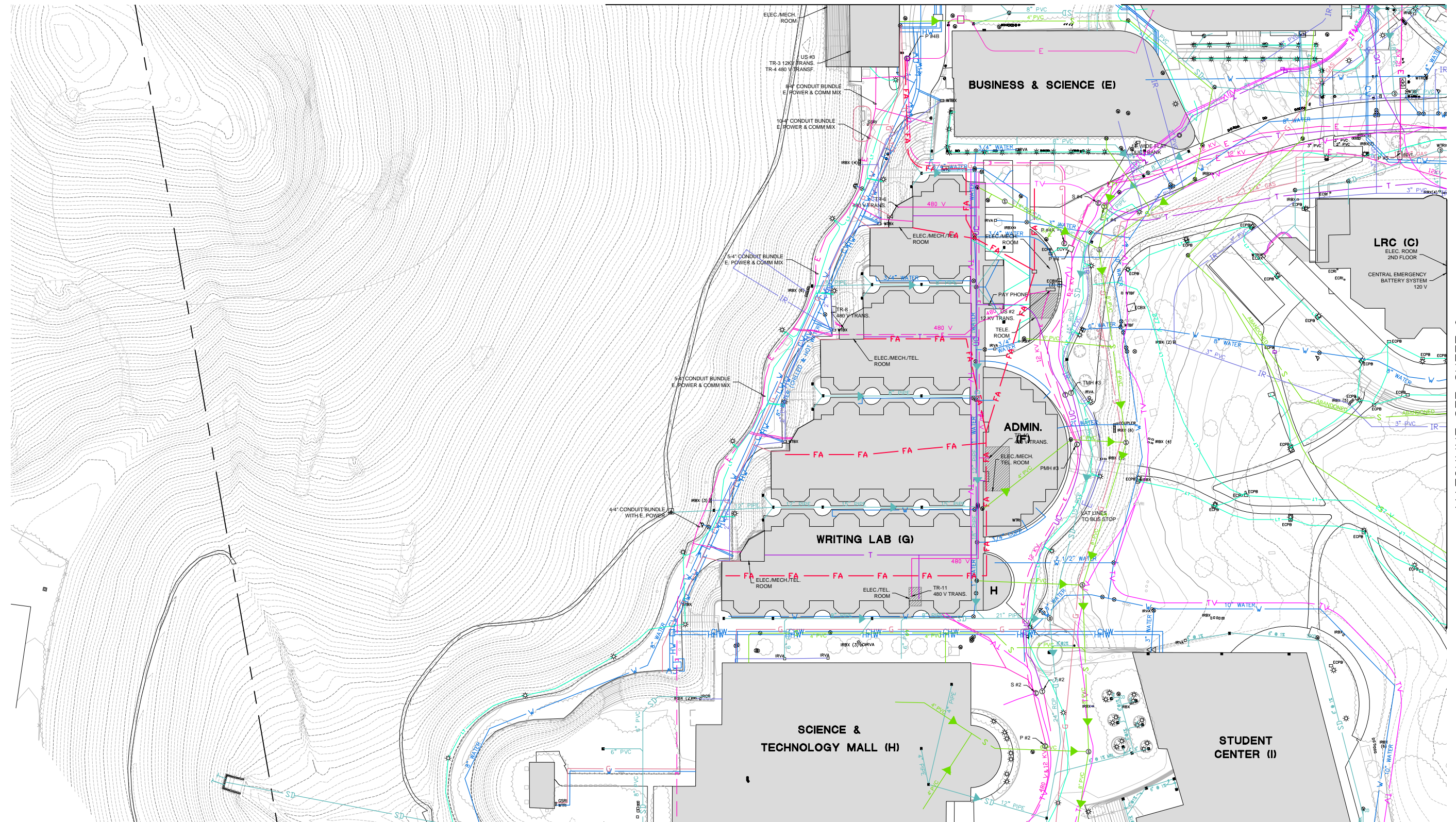
COMPOSITE TOPOGRAPHIC SURVEY

PREPARED FOR: CUYAMACA COLLEGE DISTRICT

DATE SUBMITTED: FEB 2015

SHEET NUMBER	7
OF SHEETS	
SCALE	VERTICAL: 1"= 1'
	HORIZONTAL: 1"= 40'
JOB NUMBER	SDB016410

MATCHLINE SEE SHEET 6



MATCHLINE SEE SHEET 9

N

PRELIMINARY DESIGN ONLY NOT FOR CONSTRUCTION

DATE: _____	TIME: 12:48 p.m.	NO.	BY	DATE	REVISIONS:
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DRAWING NAME: <u>UTALLSH08.DWG</u>					
PLOTING VIEW: <u>NONE</u>					
DESIGNER: <u>DMT</u> PROJ. MGR: <u>NONE</u>					
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CUYAMACA COLLEGE
COMPOSITE TOPOGRAPHIC SURVEY

PREPARED FOR: CUYAMACA COLLEGE DISTRICT

DATE SUBMITTED: FEB 2015

SHEET NUMBER

8

SCALE
VERTICAL: 1" = 1'
HORIZONTAL: 1" = 40'

JOB NUMBER
OB016410

MATCHLINE SEE SHEET 6

MATCHLINE SEE SHEET 7

MATCHLINE SEE SHEET 8

MATCHLINE SEE SHEET 10

MATCHLINE SEE SHEET 12

0' 20' 40' 80'
SCALE 1"= 40'

REFS: 20-24, EXD, EXSD, EXSS, EXW, EXUL, EXOS, EXR, EXMA

DATE: TIME: 12:49 p.m.
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PLOTING VIEW: NONE
DESIGNER: DMT PROJ. MGR: NONE

NO.	BY	DATE	REVISIONS:

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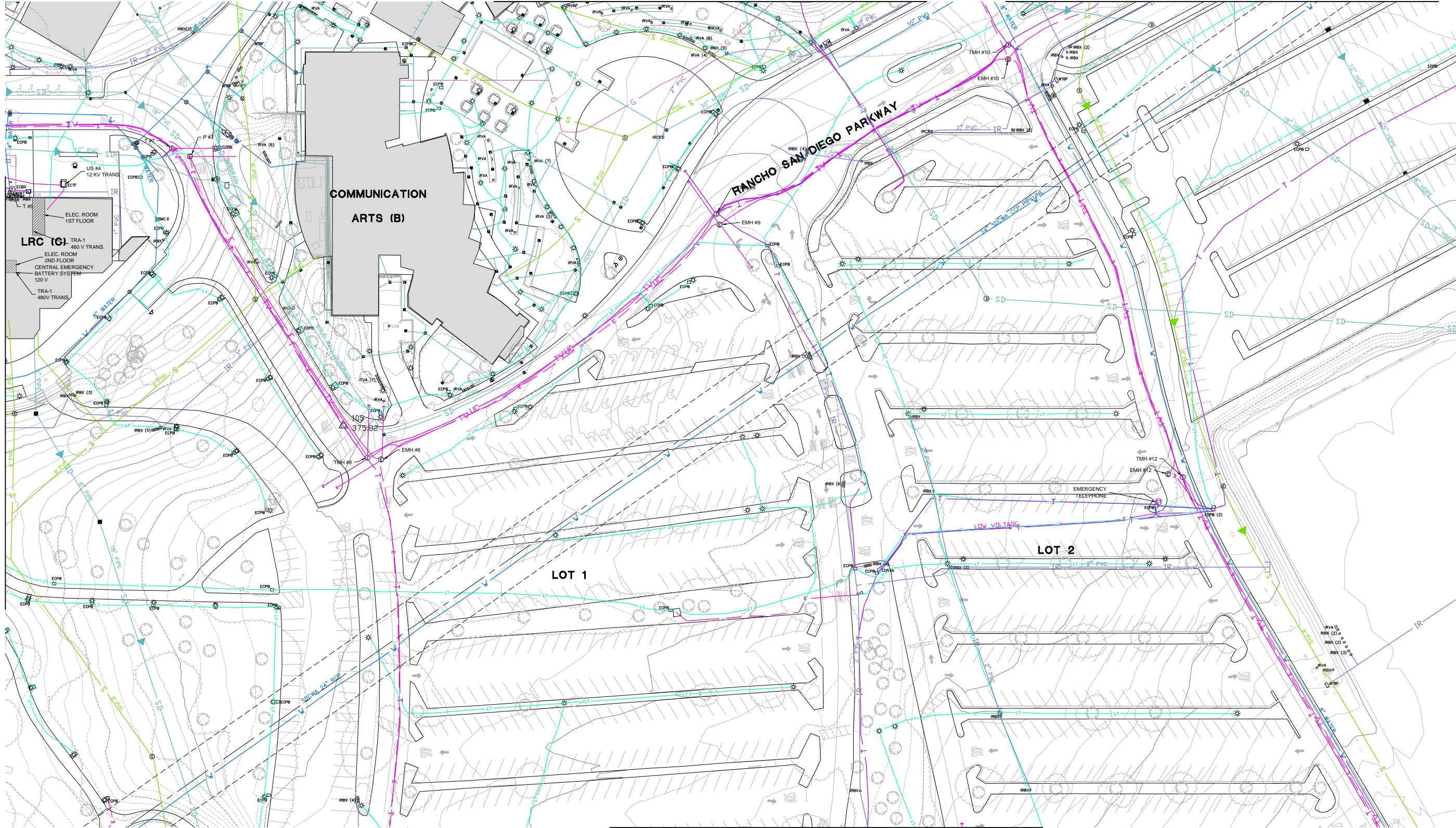
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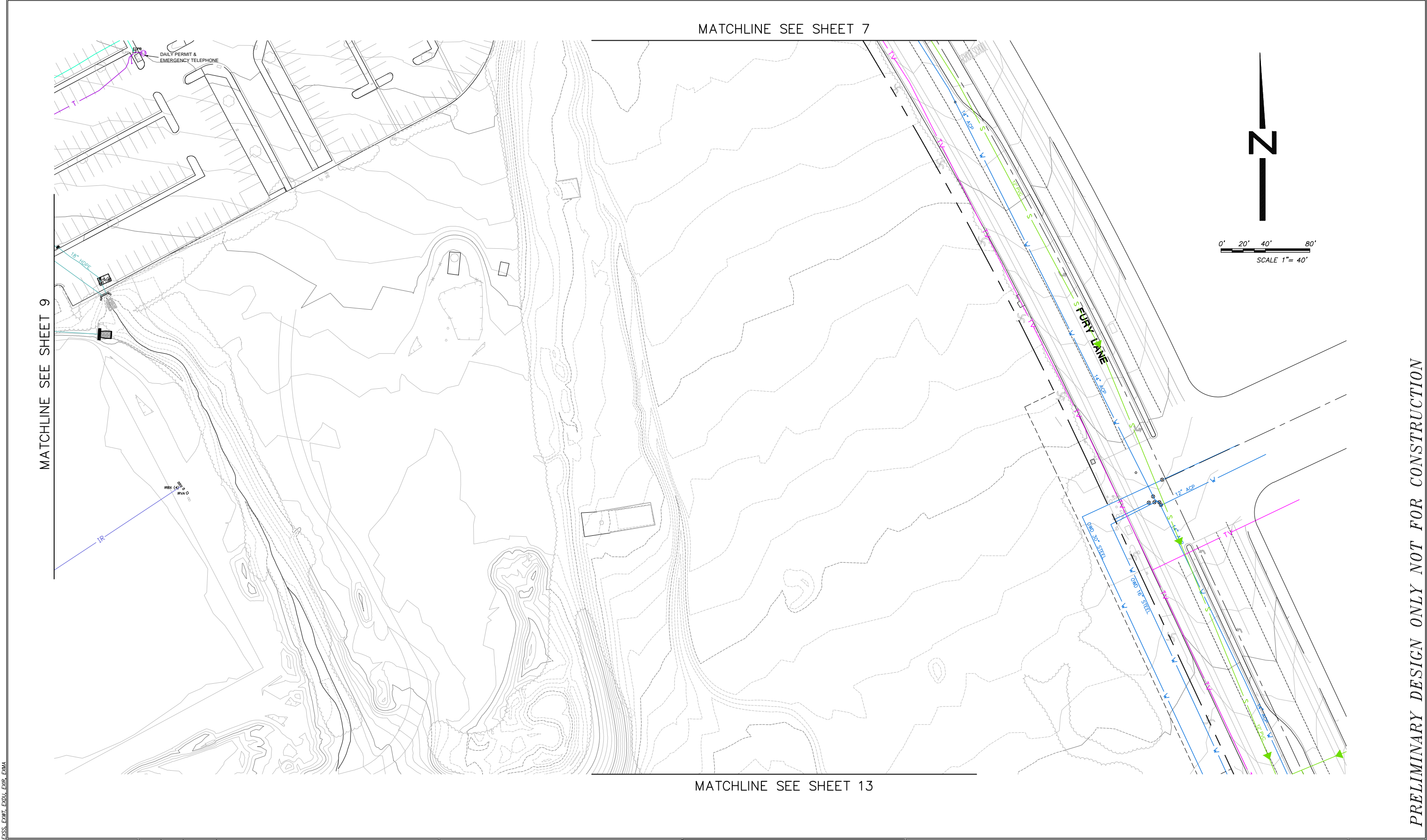
CUYAMACA COLLEGE COMPOSITE TOPOGRAPHIC SURVEY


PREPARED FOR: CUYAMACA COLLEGE DISTRICT

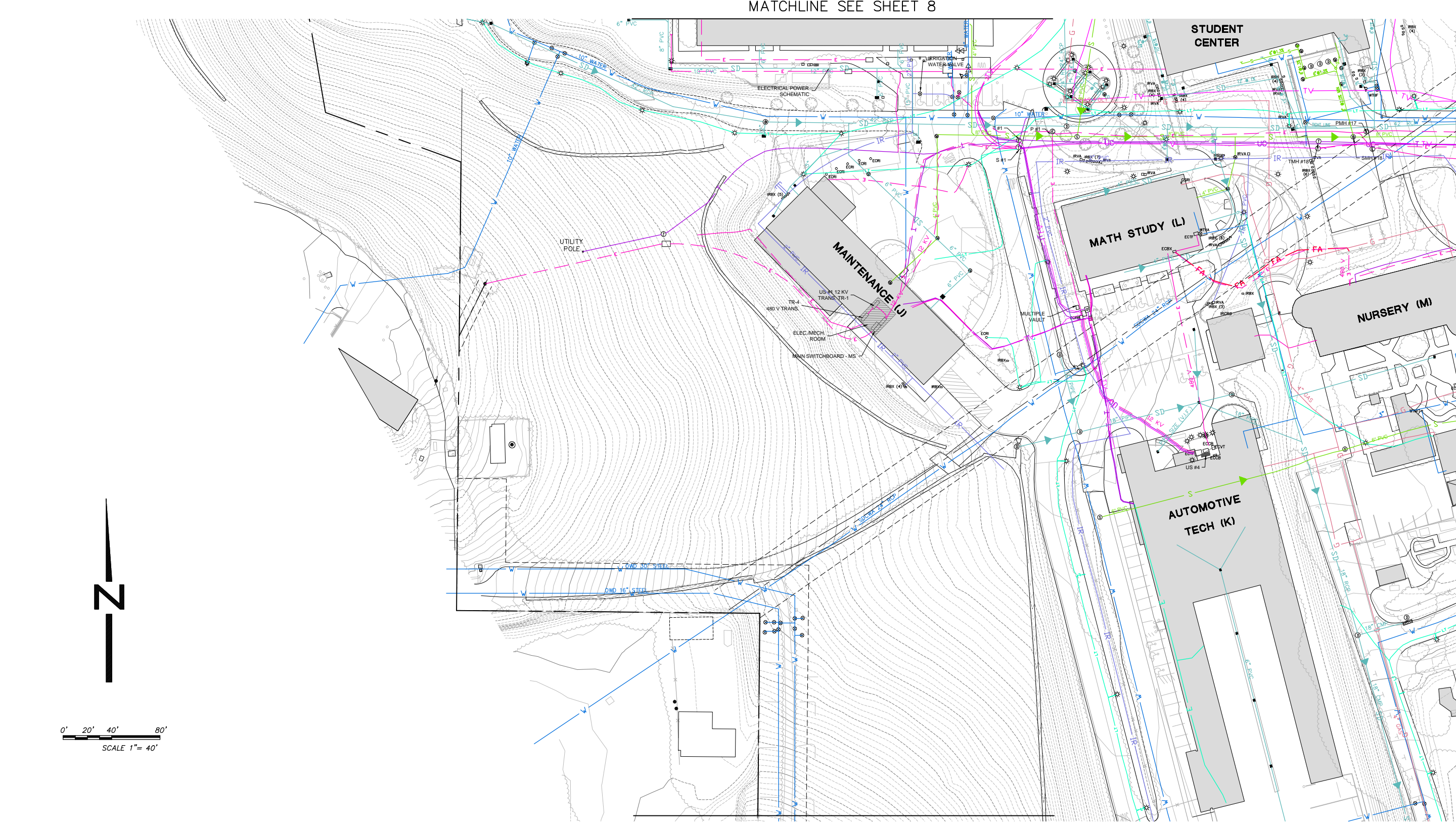
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SHEET NUMBER	9
OF SHEETS	
SCALE	
VERTICAL: 1"= 1'	
HORIZONTAL: 1"= 40'	
JOB NUMBER	SDB016410





DATE: _____ TIME: 12:50 p.m.	NO.	BY	DATE	REVISIONS:	 NOLTE VERTICAL FIVE NOLTE ASSOCIATES, INC.	15070 AVENUE OF SCIENCE, SUITE 100, 858.385.0500 TEL 858.385.0400 FAX SAN DIEGO, CA. 92128 WWW.NOLTE.COM	CUYAMACA COLLEGE COMPOSITE TOPOGRAPHIC SURVEY	SHEET NUMBER 10 OF _____ SHEETS SCALE VERTICAL: 1"= 1' HORIZONTAL: 1"= 40'
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DRAWING NAME: UTALLSH10.DWG								
PLOTTING VIEW: NONE								
DESIGNER: DMT PROJ. MGR: NONE					PREPARED FOR: CUYAMACA COLLEGE DISTRICT	DATE SUBMITTED: FEB 2015	JOB NUMBER SDB016410	
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0' 20' 40' 80'
SCALE 1"= 40'

MATCHLINE SEE SHEET 8

MATCHLINE SEE SHEET 14

MATCHLINE SEE SHEET 12

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DATE: _____ TIME: 12:50 p.m.	NO.	BY	DATE	REVISIONS:
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DRAWING NAME: UTALLSH11.DWG				
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DESIGNER: DMT PROJ. MGR: NONE				
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COMPOSITE TOPOGRAPHIC SURVEY

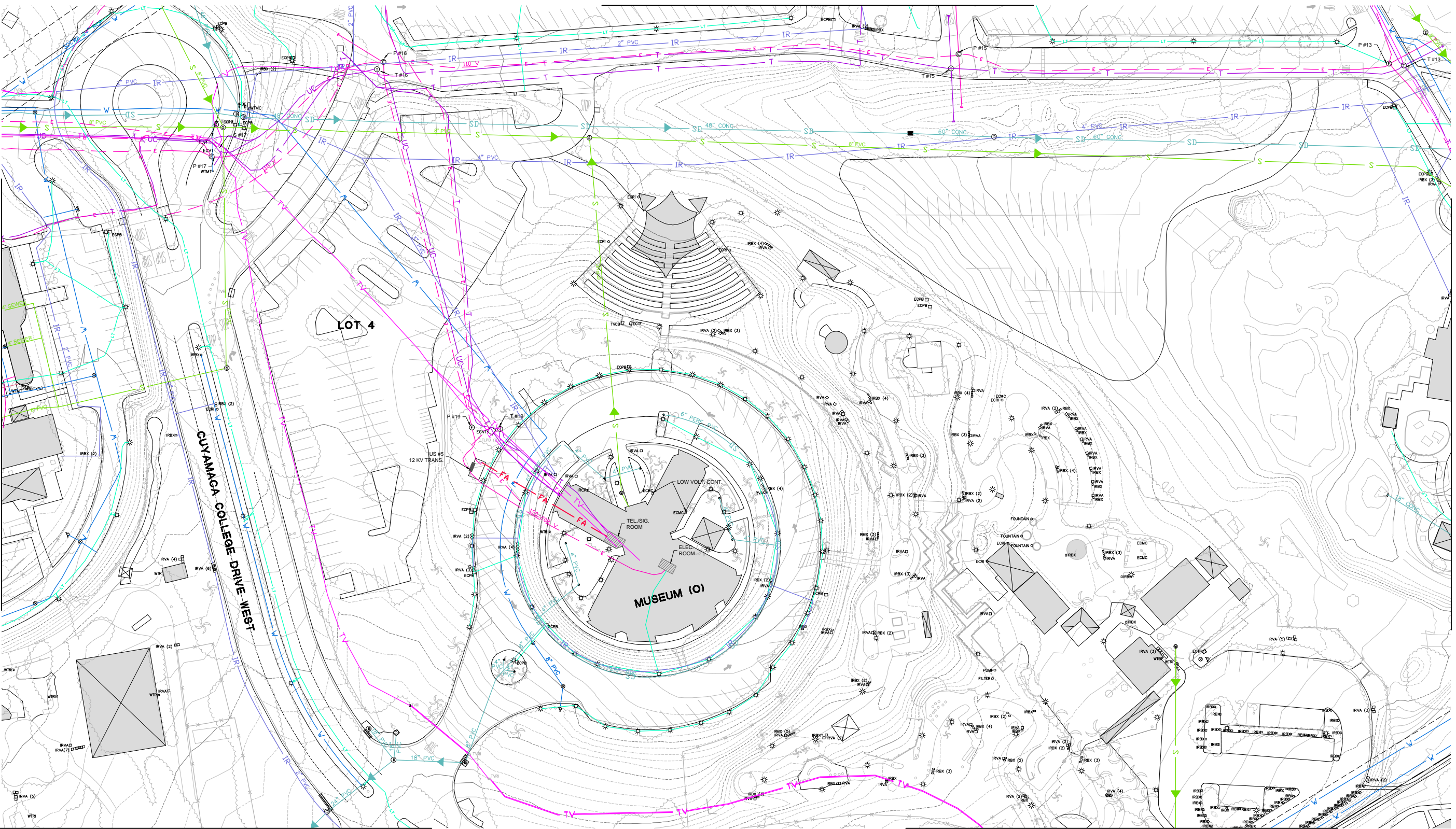
PREPARED FOR: CUYAMACA COLLEGE DISTRICT DATE SUBMITTED: FEB 2015

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OF SHEETS	
SCALE	VERTICAL: 1"= 1' HORIZONTAL: 1"= 40'
JOB NUMBER	SDB016410

MATCHLINE SEE SHEET 9

MATCHLINE SEE SHEET 11

MATCHLINE SEE SHEET 13



MATCHLINE SEE SHEET 14

MATCHLINE SEE SHEET 15

0' 20' 40' 80'
SCALE 1"= 40'



PRELIMINARY DESIGN ONLY NOT FOR CONSTRUCTION

DATE: _____ TIME: 12:51 p.m.	NO.	BY	DATE	REVISIONS:
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DESIGNER: DMT PROJ. MGR: NONE				
CAUTION: The engineer preparing these plans will not be responsible for, or liable for, unauthorized changes to or uses of these plans. All changes to the plans must be in writing and must be approved by the preparer of these plans.				



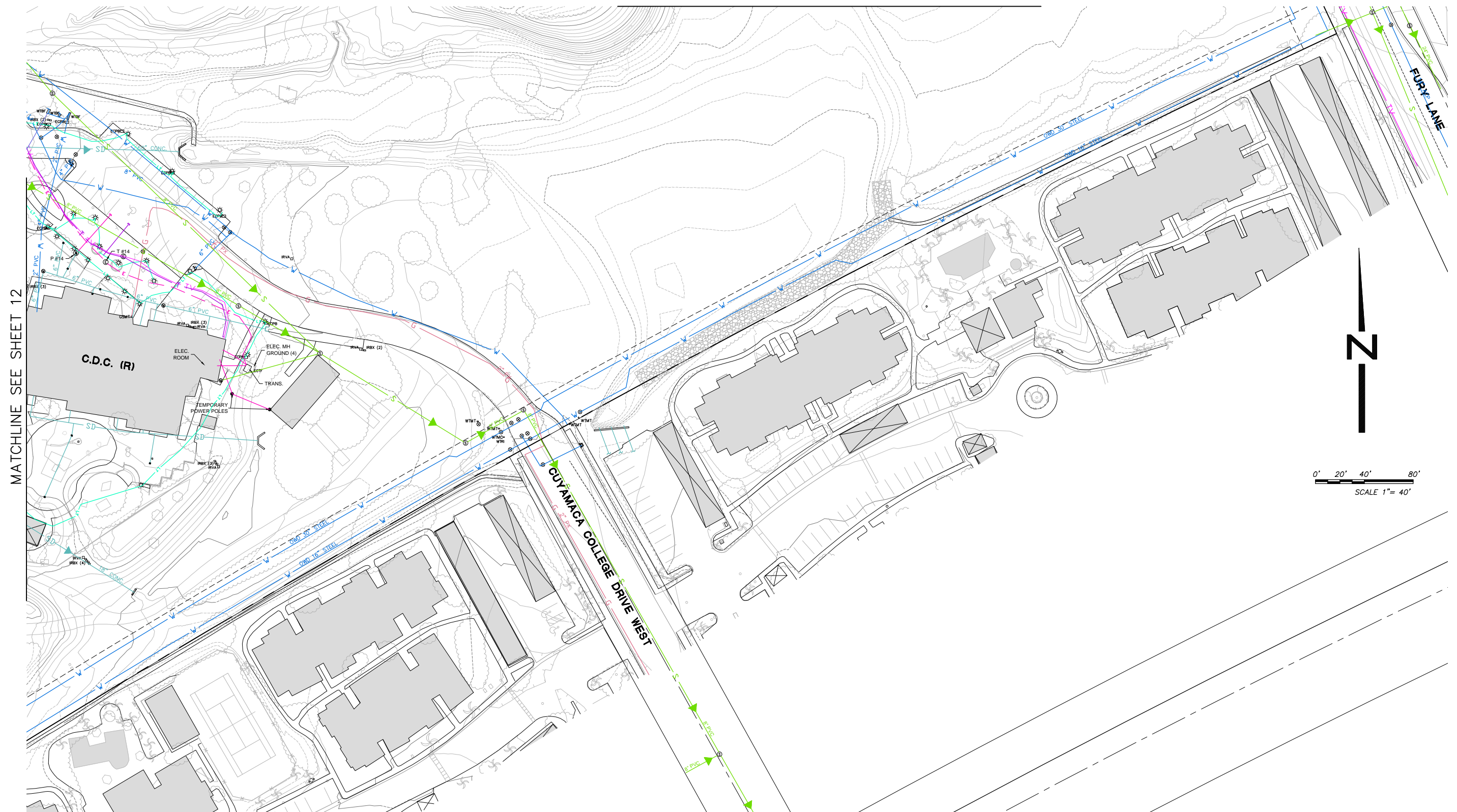
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CUYAMACA COLLEGE COMPOSITE TOPOGRAPHIC SURVEY

PREPARED FOR: CUYAMACA COLLEGE DISTRICT DATE SUBMITTED: FEB 2015

SHEET NUMBER 12
OF SHEETS
SCALE VERTICAL: 1"= 1' HORIZONTAL: 1"= 40'
JOB NUMBER SDB016410

MATCHLINE SEE SHEET 10



PRELIMINARY DESIGN ONLY NOT FOR CONSTRUCTION

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PLOTting VIEW: NONE
DESIGNER: DMT PROJ. MGR: NONE

[illegible]

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CUYAMACA COLLEGE
COMPOSITE TOPOGRAPHIC SURVEY

PREPARED FOR: CUYAMACA COLLEGE DISTRICT

DATE SUBMITTED: FEB 2015

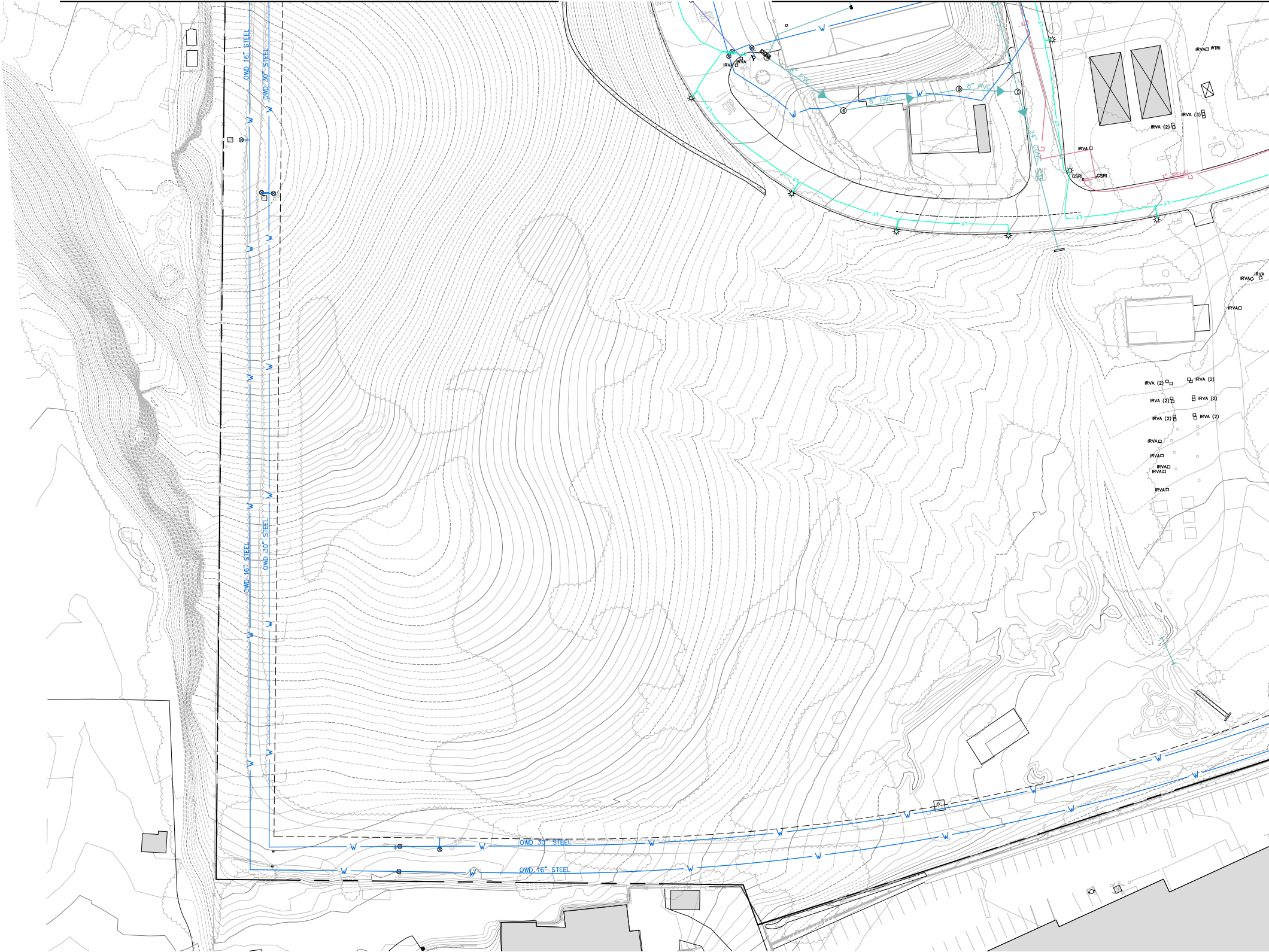
SHEET NUMBER	
13	
F	SHEETS
SCALE	
VERTICAL: 1" = 1'	
HORIZONTAL: 1" = 40'	
JOB NUMBER	
SDB016410	

MATCHLINE SEE SHEET 11

MATCHLINE SEE SHEET 12



0' 20' 40' 80'
SCALE 1"= 40'



MATCHLINE SEE SHEET 15

PRELIMINARY DESIGN ONLY NOT FOR CONSTRUCTION

REFS: 2014, EXD, EXOS, EXSD, EXSS, EXWT, EXOU, EXR, EXMA

DATE: _____	TIME: 12:52 p.m.	NO.	BY	DATE	REVISIONS:
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PLOTTING VIEW: NONE					
DESIGNER: DMT	PROJ. MGR: NONE				
CAUTION: The engineer preparing these plans will not be responsible for, or liable for, unauthorized changes to or uses of these plans. All changes to the plans must be in writing and must be approved by the preparer of these plans.					



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CUYAMACA COLLEGE
COMPOSITE TOPOGRAPHIC SURVEY

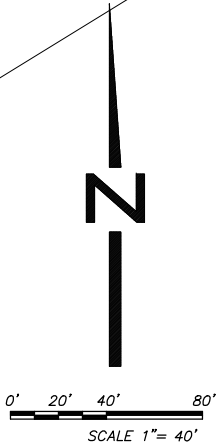
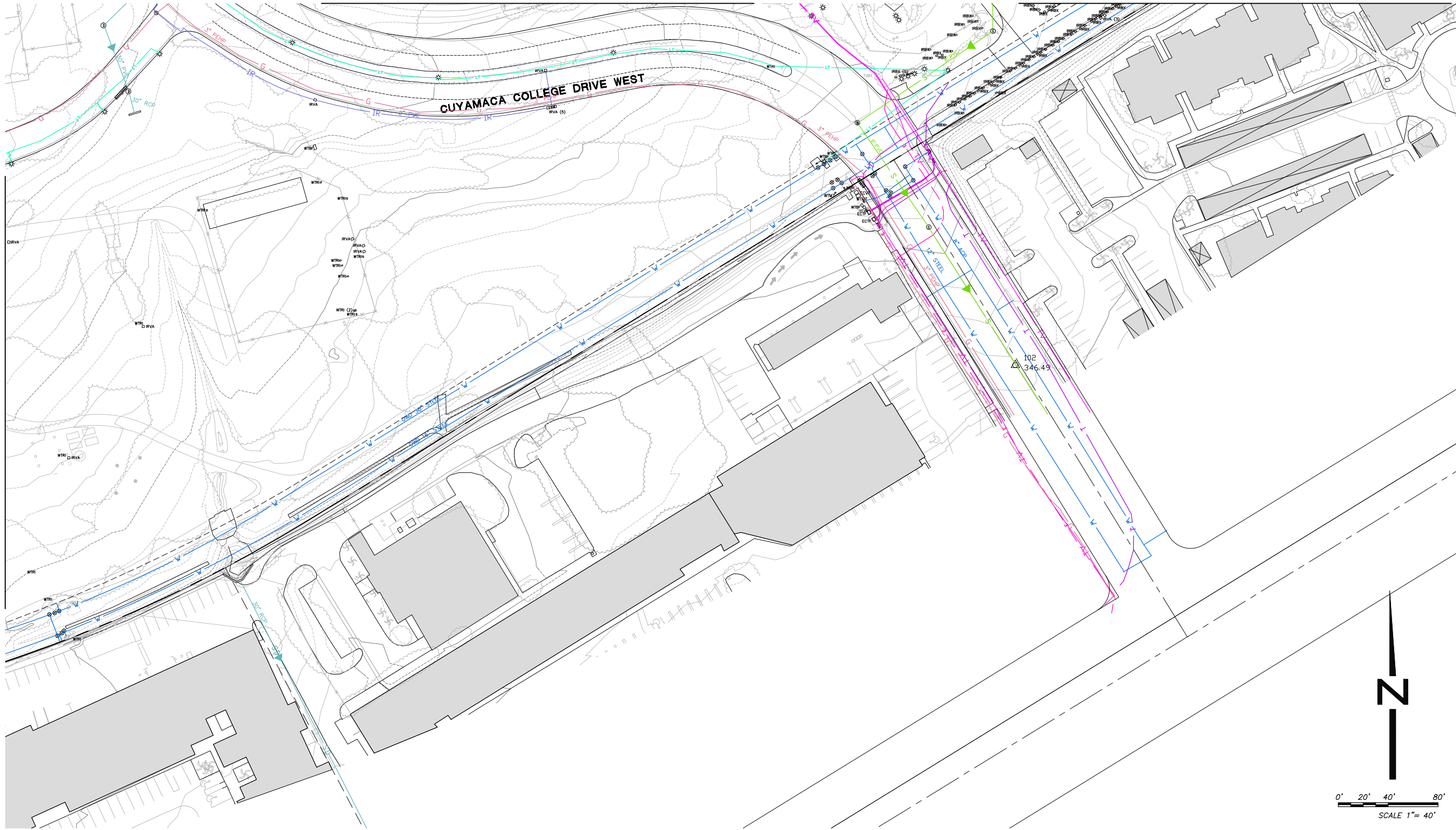
PREPARED FOR: CUYAMACA COLLEGE DISTRICT DATE SUBMITTED: FEB 2015

SHEET NUMBER	14
OF SHEETS	
SCALE	VERTICAL: 1"= 1' HORIZONTAL: 1"= 40'
JOB NUMBER	SDB016410

MATCHLINE SEE SHEET 12

MATCHLINE SEE SHEET 13

MATCHLINE SEE SHEET 14



PRELIMINARY DESIGN ONLY NOT FOR CONSTRUCTION

REFS: 22-24, EXD, EXOS, EXSD, EXSS, EXWT, EXOU, EXOR, EXMA

DATE: _____	TIME: 12:53 p.m.	NO.	BY	DATE	REVISIONS:
SERVR: NONE	SERVICE: NONE		iam		
PATH: N:\SDB016402\Cadd\					
DRAWING NAME: UTALLSH15.DWG					
PLOTTING VIEW: NONE					
DESIGNER: DMT	PROJ. MGR: NONE				
CAUTION: The engineer preparing these plans will not be responsible for, or liable for, unauthorized changes to or uses of these plans. All changes to the plans must be in writing and must be approved by the preparer of these plans.					

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NOLTE VERTICAL FIVE

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CUYAMACA COLLEGE

COMPOSITE TOPOGRAPHIC SURVEY

PREPARED FOR: CUYAMACA COLLEGE DISTRICT

DATE SUBMITTED: FEB 2015

SHEET NUMBER	15
OF SHEETS	
SCALE	VERTICAL: 1"= 1' HORIZONTAL: 1"= 40'
JOB NUMBER	SDB016410