GROSSMONT-CUYAMACA
COMMUNITY COLLEGE DISTRICT

B26.014
CUYAMACA COLLEGE AUTO LIFTS REPLACEMENT

Bid Submittal/ Opening Date: Thursday, October 08, 2026 at 2:00 p.m.
Grossmont–Cuyamaca Community College District
Purchasing and Contracts Office Bldg 80 Lot 4
8800 Grossmont College Drive, El Cajon CA 92020

Event	Date
Advertisement Date(s)	08/25/2026 and 09/01/2026
Questions from Bidders Due (in writing)	10/01/2026 by 4:00 PM
Addendum(s) and Responses to Bidders	10/05/2026 by 4:00 PM
Bid Opening	10/08/2026 at 2:00 PM
Letter of Intent to Award	10/13/2026
Protest Deadline	5 days from bid opening
Award of Bid	10/13/2026
Estimated Contract Start Date	11/11/2026
Contract Duration	185 Calendar days from NTP

Mandatory Pre-Bid Meeting & Job Walk

DATE: Thursday, September 10, 2026 at 2:00 p.m.
LOCATION: Cuyamaca College – Building K Room 114
ADDRESS: 900 Rancho San Diego Parkway, El Cajon CA 92019

CONTENTS

DOCUMENT	DESCRIPTION	PAGE
00020	Notice to Contractors Calling for Bids	1
00100	Information for Bidders	2
00200	Bid Form	9
00300	Bid Bond	13
00400	Contractor's Certification Regarding Workers Compensation	14
00410	Designation of Subcontractors	15
00420	Designation of DVBE Subcontractors	19
00430	Information Required of Bidders	20
00440	Asbestos-Free Materials Certification	25
00450	Non-collusion Affidavit	27
00455	Site Visit Certification	28
00500	Contract	29
00600	Performance Bond	33
00610	Payment Bond for Public Works	34
00620	Recycled Content Certification	36
00630	Drug-Free Workplace Certification	37
00700	General Conditions	39
00800	Special Conditions	71
00810	Supplemental General Conditions / Information Required of Bidders	78
00930	Lead Based Paint Certification	79
00980	Prevailing Wage Certification	82

EXHIBITS:

Exhibit A:	DVBE Program Requirements	83
Exhibit B:	Website for Prevailing Wage Scales	92
Exhibit C:	Request for Taxpayer Identification Number	93
Exhibit D:	Pre-Bid Request for Information (RFI) Form	94
Exhibit E:	Master Schedule	96
Exhibit F:	Drawings Table of Contents	97
Exhibit G:	Specifications Table of Contents	98
Exhibit H:	Small and Underutilized Business Certification Information Form	99
Exhibit I:	Wage Rate Worksheet	104
Exhibit J:	Parking permits	107
Exhibit K:	Contractor Staging Area/ Campus Map	108
Exhibit L:	Phasing and Logistics	109
Exhibit M	GCCCD Academic Calendar	111

[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 **Thursday, October 08, 2026** for the award of a contract;

B26.014— CUYAMACA COLLEGE
AUTO LIFTS REPLACEMENT

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 and shall be opened and publicly read aloud at the above-stated time and place.

Each bid must conform and be responsive to this invitation, the Contract Documents, all plans, specifications and any other documents comprising the pertinent documents, copies of which are now on file and may be obtained beginning **Tuesday, August 25, 2026** via the District Vendor Portal https://vendors.planetbids.com/portal/52798/portal-home. To be considered for the Bidding Contractors List, please register as a vendor on PlanetBids Vendor Portal and include CUPCCAA when completing Category/Description. Potential bidders can register as a bidder online, search for bid requests, and download documents. All questions and requests for clarification shall be submitted in the format specified in the Bid, received electronically via PlanetBids and must be received no later than 4:00 p.m. **Thursday, October 01, 2026**.

Bids must be submitted on the Bid form provided by the District and included in the bid documents. Each bid must strictly conform with and be responsive to this Notice Inviting Bids, the Information for Bidders, and other Contract Documents. District reserves the right to reject any or all bids or to waive any irregularities or informalities in any bids or in the bidding. Except as provided in Public Contract Code Section 5100 et seq. no bidder may withdraw a bid for a period of sixty (60) calendar days after the opening of the bids.

In contracts involving expenditure in excess of $25,000.00, Civil Code section 3247(a), the successful bidder shall file a payment bond issued by an admitted Surety approved to conduct business in the State of California approved by the District in the form set forth in the contract documents.

The successful bidder will be required to provide a Performance Bond and a separate Payment Bond, each in an amount equal to 100% of the total successful bid prior to execution of the Contract. The forms on the bonds are set forth in the Contract Documents and all bonds must be issued by a California-admitted surety as defined in California Code of Civil Procedures Section 995.120.

The class of California contractor's license(s) required in order to bid on and perform the contract for this Project is:

B – General Building

Estimated contract value - $1,800,000

The District may have made a finding that certain brand or trade names are necessary in order to maintain conformity among its campuses, compatibility with existing systems and to streamline maintenance and parts storage. A copy of the resolution is incorporated in the bid documents under Specifications.

MANDATORY PRE-BID MEETING AND JOB WALK
DATE: **Thursday, September 10, 2026 at 2:00 p.m.**
LOCATION: **Cuyamaca College – Building K Room 114**
ADDRESS: **900 Rancho San Diego Parkway, El Cajon CA 92019**

Publication Dates: Tuesday, August 25, 2026 & Tuesday, September 01, 2026

[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) an original executed hard copy 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. A, B, C, or D must be received by the District's Purchasing and Contracts Department before the latest date/time for submitting bid proposals. 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 Mandatory Pre-Bid Meeting and Job Walk has been scheduled for Thursday, September 10, 2026 at 2:00 p.m. This Mandatory Pre-Bid Meeting and Job-Walk will take place at,900 Rancho San Diego Parkway, El Cajon, CA 92019, Building K Room 114 at Cuyamaca College. Representatives of the District, Program Manager, and the campus will be present to answer questions bidders have regarding this Project. Bids will not be accepted from any bidder who did not attend the mandatory pre-bid meeting and job walk. All bidders in attendance will receive a copy of the pre-bid attendees list by the next business day. Only bidders attending the mandatory pre-bid meeting and job walk will receive any addenda that is issued after that date.

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:

B26.014 — CUYAMACA COLLEGE AUTO LIFTS REPLACEMENT

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 Auto Lifts Replacement.

+ $ **215,000** Cuyamaca College Auto Lifts Replacement 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)

_____

ALTERNATE BIDS:

Additive Alternate #1 difference in replacing the Sherwin Williams paint with Elastomeric paint: Provide additive alternate cost to include all work required per construction documents as described in **Drawing A-1.5 general note #5** contained herein for _____Dollars, ($_____).

NOTE: The District will still award based on the total base bid, not based on these additive alternates.

Said sum indicated above includes all applicable taxes, costs and a $215,000 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 **B26.014 CUYAMACA COLLEGE AUTO LIFTS REPLACEMENT.** 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.

_____
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. 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, 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.

Description and Percentage of Work	Subcontractor	Location of Business	Phone Number	CSLB License No. and Exp. Date	DIR Registration No.

Description and Percentage of Work	Subcontractor	Location of Business	Phone Number	CSLB License No. and Exp. Date	DIR Registration No.

Description and Percentage of Work	Subcontractor	Location of Business	Phone Number	CSLB 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:

_____

_____

_____

Telephone: _____ Fax: _____

Email: _____

2) Type of Firm: (check one)
Individual ☐
Partnership ☐
Corporation ☐

3) Contractor's License: Primary Class _____
License. No. _____

License Expiration Date: _____

Department of Industrial Relations Contractor Registration No.:_____

4) Names and titles of all officers of the firm:

_____ _____

_____ _____

_____ _____

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

name: _____

7) 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.

8) 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

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

_____

_____

_____

_____

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

i. 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.

ii. 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.

iii. 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.

11) 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.

12) 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.

13) 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.

14) 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.

15) 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.

Bidder's Name:_____

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:

B26.014 CUYAMACA COLLEGE AUTO LIFTS REPLACEMENT

(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.

_____ (seal)
Signature, Notary Public

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:

B26.014 CUYAMACA COLLEGE AUTO LIFTS REPLACEMENT

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 **185** 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
Information for Bidders
Bid Form, as accepted
Bid Bond
Site Visit Verification
Contractor's Certificate Regarding Workers' Compensation
Designation of Subcontractors
Designation of DVBE Subcontractors
Information Required of Bidders
Asbestos-Free Material Certification
Non-collusion Affidavit
Contract
Lead Base Paint Certification
Prevailing Wage Certification
Public Works Contractor Registration Certification
Performance Bond
Payment Bond for Public Works
Recycled Content Certification
Drug-Free Workplace Certifications
General, Special, and Supplementary Conditions
Insurance Policies
All Contractor Certifications
Addenda Nos. __, __, __ & __ as issued
Exhibits A-M
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 by 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 PM-CM LLC, at 858-875-0010. 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, of 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:

_____

_____

License No. _____

_____

By _____
(If Corp: CEO, President, or Vice President)

Date:_____

DISTRICT:

GROSSMONT-CUYAMACA COMMUNITY COLLEGE DISTRICT

By _____
Sahar Abushaban
Vice Chancellor -Business Services

Date:_____

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 **July 14, 2026,** has awarded to _____, hereinafter designated as the "Principal," a contract for work described as follows:

B26.014 CUYAMACA COLLEGE AUTO LIFTS REPLACEMENT

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.

_____
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 **July 14, 2026**, has awarded to _____, hereinafter designated as the "Principal," a contract for the work described as follows:

B26.014 CUYAMACA COLLEGE AUTO LIFTS REPLACEMENT

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.

_____
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

B26.014 CUYAMACA COLLEGE AUTO LIFTS REPLACEMENT

(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 **B26.014 CUYAMACA COLLEGE AUTO LIFTS REPLACEMENT** 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. It 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 41
Article 2. DRAWINGS AND SPECIFICATIONS 41
Article 3. OWNERSHIP OF DRAWINGS 42
Article 4. DETAIL DRAWINGS AND INSTRUCTIONS 42
Article 5. TIME FOR COMPLETION AND LIQUIDATED DAMAGES 43
Article 6. REMOVAL OR RELOCATION OF MAIN OR TRUNKLINE UTILITY FACILITIES 44
Article 7. PROGRESS SCHEDULE 45
Article 8. CONTRACT SECURITY 46
Article 9. ASSIGNMENT 46
Article 10. CHANGE IN NAME AND NATURE OF CONTRACTOR'S LEGAL ENTITY 46
Article 11. PROHIBITED INTERESTS 46
Article 12. SEPARATE CONTRACTS 46
Article 13. SUBCONTRACTING 47
Article 14. DISTRICT'S RIGHT TO TERMINATE CONTRACT 47
Article 15. GUARANTEE 48
Article 16. NOTICE AND SERVICE THEREOF 49
Article 17. WORKERS 49
Article 18. LABOR COMPLIANCE PROGRAM 49
Article 19. PREVAILING RATES OF WAGES 49
Article 20. PAYROLL RECORDS 50
Article 21. EMPLOYMENT OF APPRENTICES 50
Article 22. HOURS OF WORK 51
Article 23. DEBARMENT OF CONTRACTORS AND SUBCONTRACTORS 51
Article 24. NON-DISCRIMINATION 51
Article 25. OWNER CONTROLLED INSURANCE PROGRAM 51
Article 26. WORKERS' COMPENSATION INSURANCE 51
Article 27. EMPLOYER'S LIABILITY INSURANCE 51
Article 28. COMMERCIAL GENERAL LIABILITY AND PROPER DAMAGE INSURANCE 51
Article 29. AUTOMOBILE LIABILITY INSURANCE 52
Article 30. BUILDER'S RISK [FIRE; "ALL RISK"] 52
Article 31. PROOF OF CARRIAGE OF INSURANCE 52
Article 32. INDEMNIFICATION 53
Article 33. PERSONAL LIABILITY 54
Article 34. LAWS AND REGULATIONS 54
Article 35. PERMITS AND LICENSES 54
Article 36. INSPECTION FEES FOR PERMANENT UTILITIES 54
Article 37. EASEMENTS 54
Article 38. SURVEYS 54
Article 39. EXCISE TAXES 54
Article 40. PATENTS, ROYALTIES, AND INDEMNITIES 55
Article 41. MATERIALS 55
Article 42. SUBSTITUTIONS 55
Article 43. SHOP DRAWINGS 56
Article 44. SUBMITTALS 56

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

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. OWNERSHIP OF DRAWINGS

All drawings, specifications provided 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 4. 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 5. 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 6. 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 7. 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 8. 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 9. 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 10. 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 11. 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 12. 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 13. 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 14. 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 is 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 15. 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 16. 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 17. 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 18. 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 19. 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 allege 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 20. 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 21. 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 22. 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 23. 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 24. 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 25. 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 26. 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 27. 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 28. 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 29. 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 30.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 31. 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 32. 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, of 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 33. 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 34. 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 35. PERMITS AND LICENSES

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

Article 36. 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 37. EASEMENTS

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

Article 38. 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 39. 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 40. 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 41. 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 42. 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 43. 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 44. 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 45. 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 46. 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 uncomplied 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 47. 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 48. 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 49. 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 50. 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 51. 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 52. 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 53. 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 54. 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 55. 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 56. 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 pro-rating 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 57. 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 58. 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 59. 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 60. 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 61. 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 62. 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 63. 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 64. 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 65. 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 66. 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 67. 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 68. 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 69. 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 70. 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 71. 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 72 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 73. 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 74. 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 75. 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 76. 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 77. 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 78. 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 al 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 79. 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 80. 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 81. 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 82. 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 83. 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 84. BID PROTESTS

A bidder may protest the bidding process, another bid and/or the intended award of a contract for the Project only by filing a written protest with the District's Senior Director of Purchasing and Contracts and Project Manager in accordance with the procedures set forth in this Section. The District will not consider any verbal (e.g., by telephone) or facsimile (fax) protests. In order for a protest to be valid and be considered by the District the protest must:

a) Be filed not later than 4:00 p.m. on the fifth (5th) business day following the opening of bids;

b) Clearly identify the bidder on whose behalf the protest is being filed, together with the name, address and telephone number of the person representing the bidder for purposes of the protest;

c) Clearly identify the specific bidding process, bid, or award of contract being protested;

d) Clearly identify and describe in detail the specific basis or bases for the protest and all facts relevant thereto and in support thereof;

e) Clearly identify all references to the specific portions of all documents relevant to the protest;

f) Clearly identify and describe in detail all arguments in support of the protest, including, not as a limitation, citations to all legal authorities; and

g) Be submitted with all documentation that is relevant to and supports the basis or bases underlying the protest.

If a protest filed by a bidder does not comply with each and every one of the foregoing requirements, the District will reject the protest as invalid. If a bidder files a valid protest, the District shall review the protest and all relevant information and documents and will provide written decision to the protesting bidder. In response to a protest, the District may decline to award a contract, may award a contract to a bidder other than as previously intended, or may award a contract to a bidder as previously intended despite the protest. Such action by the District shall be a condition precedent to the filing of any claim or demand and to the initiation of any action (legal or equitable) or other proceeding arising from the matter(s) protested.

COMPLIANCE WITH THE FOREGOING REQUIREMENTS IS MANDATORY. Each bidder that desires to protest must file a protest in accordance with the foregoing requirements, and no bidder may rely on a protest by another bidder as a means of satisfying such requirements. Compliance with the foregoing requirements is the sole and exclusive means of protesting the bidding process, any bid, and/or the intended award of a contract for the Project, and failure to so comply shall be deemed and construed as a waiver of any and all rights the bidder may have to pursue a claim, demand or action based on the bidding, any bids, and/or any contract awarded for the Project.

Article 85. 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 86. 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 87. 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 **185 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 5 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 Tuesday, November 24, 2026.
2. Work is estimated to start on or about Monday, November 30, 2026.
3. Contractor shall complete all work no later than Friday, May 28, 2027.
4. Liquidated Damages will apply starting Saturday, May 29, 2027.

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 5 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.** All documents related to bidding on this project, including Drawings, Specifications and/or other Project requirements are available at the **District's online vendor portal on PlanetBids** at: https://pbsystem.planetbids.com/portal/52798/portal-home

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

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 **$215,000** 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 class rooms 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 – Jami Johnson (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 – Jami Johnson 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 Jami Johnson 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 44. 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 14-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 business days before staging excavations and obtain a Dig Alert ID #. Please note that the District does not anticipate there being any Public Utilities located in the area of work (SDGE, Otay Water District, Cox Cable, etc.) However there may be Cuyamaca College owned utilities in the area, therefore Contractor shall be responsible to hire and pay for AirX (a utility locator) to mark out all utilities in the area of work to include any power, data, TV, phone, gas, water, irrigation, fire alarm, street lights, storm drain, sewer, etc. Contractor shall call AirX (Steve Tueting) @ 760-419-2183. Allow time for mark-out and comparison to existing college utility maps before digging.

UU. By the contractor accepting the Master Schedule he or she agrees to pay for any and all cost associated with the purchase of materials to meet the completion date regardless of lead time.

VV. Contractor to install any safety measures to protect students, faculty members, and staff members during the project while facilities are occupied to be included in the base bid.

WW. All clean up at the project must be completed at the end of each workday to provide a clean, accessible site for staff and students upon their arrival.

XX. The Contractor is required to provide a six (6) foot high fence with a 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.

AAA. Contractor's Field Office Not a requirement. However, if Contractor requests a field office, he is to coordinate with the college for determining location and foot traffic to site therein. Contractor to include Field-Office in this bid if elected to have one including, but not limited to all power, WIFI, and other utility connections and Sanitary Facilities needed therein.

BBB. Contractor to provide Builder's Risk [Fire; "All Risk"] extended coverage insurance policy including Earth Movement & Flood with "GAFCON PM-CM LLC / Grossmont Cuyamaca Community College District" listed as the Named of the Insured. Coverage to include but not limited to, the following:

1. Flood (Per Occurrence and Annual Aggregate)
2. Earth Movement (Per Occurrence and Annual Aggregate)
3. Named Windstorm (Per Occurrence and Annual Aggregate)
4. Transit
5. Temporary Off-Site Location
6. Debris Removal
7. Expediting Expenses
8. Fire Protection Equipment Refills
9. Ordinance or Law
10. Pollutant Clean Up & Decontamination (Policy Aggregate)
11. Plans, Blueprints, drawings, Electronic Data, Renderings, Specifications or Other Contract Documents & Models

12. Off Premises Service Interruption – Direct Damage
13. Design Professional Fees
14. Mold & Fungus Remediation (policy aggregate)
15. Claim Preparation Costs
16. Escalation Clause (5%)
17. Faulty Workmanship / Design Amendment
18. Interior Water Damage
19. Backup of Sewer and Drains
20. Extra Expense
21. Trees Shrubs Plants
22. Testing of Building System(s)
23. Protection Service Charges
24. Valuable Papers Records
25. Protection of Property Pre-Loss
26. Reward
27. All other peril deductible
28. Delay Waiting Period (21 days)

- Costs to include Builders Risk Insurance premium - CA Surplus lines taxes and stamping fees - CIPA for Total Project Costs aggregate

[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 30. BUILDER'S RISK [FIRE; "All Risk"] - *extended coverage insurance policy shall be provided by the Contractor 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 Contractor accepts all responsibility upon receipt of fully executed contract and Notice to Proceed from Grossmont-Cuyamaca Community College District.*

Article 77. 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 B26.014 Cuyamaca College Auto Lifts Replacement ("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 disburses 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:

- Demolition or salvage of structures where lead or materials containing lead are present;
- Removal or encapsulation of materials containing lead;
- New construction, alteration, repair, or renovation of structures, substrates, or portions thereof, that contain lead, or materials containing lead;
- Installation of products containing lead;
- Lead contamination/emergency cleanup;
- Transportation, disposal, storage, or containment of lead or materials containing lead on the site or location at which construction activities are performed; and
- 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 B26.014 Cuyamaca College Auto Lifts Replacement ("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 Projectincluding, 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. (Jami Johnson 619-660-4678) 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	Date / /	Telephone Number (916) 375-4940	Contact Name	☐	*I contacted the OSDS for a list of California certified DVBEs*
OR ONLINE SEARCH	Date / /	Internet Address https://www.dgs.ca.gov/PD-OSDS		☐	*I searched the OSDS online database to identify California certified DVBEs c*

Describe Result

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

Date	Internet Address		
/ /	https://caleprocure.ca.gov/pages/PublicSearch/supplier-	☐	*I searched the federal online database for California DVBEs.*

Describe Result

Local DVBE Organizations – Contact at least one local DVBE organization – refer to the DVBE Resource Packet for a list of acceptable contacts. (https://www.dgs.ca.gov/PD-OSDS – 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

A. 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* ☐ *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:*

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:*

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

Request for Taxpayer Identification Number and Certification

Go to www.irs.gov/FormW9 for instructions and the latest information.

EXHIBIT D

Pre-Bid Request for Information Form

Please submit RFI's in PlanetBids.

GROSSMONT-CUYAMACA
COMMUNITY COLLEGE DISTRICT

REQUEST FOR INFORMATION
Pre-Bid Project RFI No. _____

PROJECT: B26.014 Cuyamaca College Auto Lifts Replacement

Contractor RFI No: _____

TO: Grossmont-Cuyamaca Community College District
c/o Jami Johnson/ Gafcon
Direct: 619-660-4560
E-mail: jjohnson@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 AUTO LIFTS REPLACEMENT

Advertisement #1	Tue., August 25, 2026
Advertisement #2	Tue., September 01, 2026
Mandatory Pre-Bid Meeting and Job Walk	Thurs., September 10, 2026 @ 2:00 p.m.
Last Day for DVBE Advertisement	Thu., September 24, 2026
Deadline to Submit Request for Substitutions	Mon., September 28, 2026
Last Day for Questions	Thu., October 01, 2026
Last Day for Addendum	Mon., October 05, 2026
Bid Opening	Thurs., October 08, 2026 @ 2:00 p.m.
Notice to Bidders of Intent to Award	Tue., October 13, 2026
Award Letter (anticipated)	Mon., October 18, 2026
Signed Contract/Insurance/Contractor Bond to GCCCD Purchasing	Tue., November 10, 2026
Notice to Proceed (anticipated)	Tue., November 24, 2026
Pre-Construction Meeting (anticipated)	Thurs., November 26, 2026
Start of Construction (anticipated)	Mon., November 30, 2026
Project Completion (including all punch list items)	Fri., May 28, 2027

Note #1: 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 185 consecutive calendar days. The calendar days specified herein includes 5 calendar day(s) for anticipated inclement weather.

EXHIBIT F:

Drawings Table of Contents by RUHNAU CLARKE ARCHITECTS

GENERAL
G-1 TITLE SHEET & SHEET INDEX
G-2 SITE PLAN & CODE ANALYSIS
ARCHITECTURE
AS-1.0 OVERALL SITE PLAN
ASD-1 SITE DETAILS
ARCHITECTURE
A-1.0 EGRESS & SIGNAGE PLAN
A-1.1 NEW AND DEMO FLOOR PLAN
A-1.2 ENLARGED FLOOR PLANS & SECTIONS
A-1.3 ENLARGED PLAN & SECTIONS
A-1.4 ENLARGED PLANS AND DETAILS
A-1.5 BUILDING ELEVATIONS
A-1.6 DOOR SCHEDULE, TYPES, DETAILS
AD-1 MISCELLANEOUS DETAILS
STRUCTURAL
S0-1.0 GENERAL NOTES
S0-1.1 GENERAL NOTES
S0-1.2 TYPICAL CONCRETE DETAILS
S1-1.0 BUILDING K FOUNDATION PLAN
S1-1.1 BUILDING K FOUNDATION PLAN & ROOF FRAMING PLAN
S2-1.0 EQUIPMENT ANCHORAGE DETAILS
S2-1.1 DETAILS
ELECTRICAL
E1.0 ELECTRICAL SYMBOLS AND NOTES
E3.0 TITLE 24
E3.1 FLOOR PLAN NORTH - POWER
E3.2 FLOOR PLAN SOUTH - POWER & COMM.
E3.3 ONE LINE DIAGRAM & PANEL SCHEDULE
E3.4 ONE LINE DETAILS
E3.5 ELECTRICAL DETAILS
PLUMBING
P1-0.1 PLUMBING LEGEND AND GENERAL NOTES
P1-1.0 PLUMBING DEMO LEVEL 1 - OVERALL
P1-2.0 PLUMBING LEVEL 1 - OVERALL
P1-5.0 PLUMBING DETAILS

EXHIBIT G:

Specifications Table of Contents by

RUHNAU CLARKE ARCHITECTS

TABLE OF CONTENTS

PROCUREMENT AND CONTRACTING REQUIREMENTS
DIVISION 00 -- PROCUREMENT AND CONTRACTING REQUIREMENTS
00 01 02 - Project Information
00 01 07 - Seals Page
00 01 10 - Table of Contents
00 40 25 - Request for Information (PreBid)
00 43 25 - Substitution Request Form - During Procurement
00 63 25 - Substitution Request Form - During Construction
SPECIFICATIONS
DIVISION 01 -- GENERAL REQUIREMENTS
01 10 00 - Summary
01 20 00 - Price and Payment Procedures
01 25 00 - Substitution Procedures
01 30 00 - Administrative Requirements
01 30 00.01 - Request for Interpretation (Information)
01 30 00A - Submittal Transmittal
01 32 16 - Construction Progress Schedule
01 35 50 - Requests for Electronic Files
01 35 53 - Security Procedures
01 40 00 - Quality Requirements
01 41 00 - Regulatory Requirements
01 45 33 - Code-Required Special Inspections and Procedures
01 50 00 - Temporary Facilities and Controls
01 51 00 - Temporary Utilities
01 52 13 - Field Offices and Sheds
01 55 00 - Vehicular Access and Parking
01 57 19 - Temporary Environmental Controls
01 58 13 - Temporary Project Signage
01 60 00 - Product Requirements
01 61 16 - Volatile Organic Compound (VOC) Content Restrictions
01 61 16.01 - Accessory Material VOC Content Certification Form
01 70 00 - Execution and Closeout Requirements
01 71 23 - Field Engineering
01 74 19 - Construction Waste Management and Disposal
01 78 00 - Closeout Submittals
01 78 00.01 - Warranty Form Letter

01 78 39 - Project Record Documents
01 79 00 - Demonstration and Training
DIVISION 02 -- EXISTING CONDITIONS
02 41 00 - Demolition
DIVISION 03 -- CONCRETE
03 30 00 - Cast-in-Place Concrete
DIVISION 05 -- METALS
05 12 00 - Structural Steel Framing
05 31 00 - Steel Decking
05 50 00 - Metal Fabrications
DIVISION 07 -- THERMAL AND MOISTURE PROTECTION
07 92 00 - Joint Sealants
DIVISION 08 -- OPENINGS
08 06 71 - Door Hardware Schedule
08 11 13 - Hollow Metal Doors and Frames
08 33 23 - Overhead Coiling Doors
08 71 00 - Door Hardware
DIVISION 09 -- FINISHES
09 05 61 - Common Work Results for Flooring Preparation
09 67 00 - Fluid-Applied Flooring
09 91 13 - Exterior Painting
09 91 23 - Interior Painting
09 96 00 - High-Performance Coatings
DIVISION 10 -- SPECIALTIES
10 14 23 - Panel Signage
10 28 00 - Toilet, Bath, and Laundry Accessories
10 44 00 - Fire Protection Specialties
DIVISION 11 -- EQUIPMENT
11 11 36 - Vehicle Charging Equipment
DIVISION 14 -- CONVEYING EQUIPMENT
14 45 10 - Vehicle Lifts
DIVISION 26 -- ELECTRICAL
26 01 00 - General Provisions
26 05 19 - Power Conductors
26 05 26 - Grounding
26 05 33 - Conduit and Fittings
26 05 34 - Outlet and Junction Boxes
26 08 00 - Commissioning of Electrical Systems
26 22 13 - Dry Type Transformer
26 24 16 - Panelboards
26 28 16 - Disconnects
26 90 90 - Electrical Closeout
DIVISION 28 -- ELECTRONIC SAFETY AND SECURITY
28 13 00 - Security System
DIVISION 31 -- EARTHWORK
31 23 16 - Excavation
31 23 23 - Fill
31 63 29 - Drilled Concrete Piers and Shafts
DIVISION 32 -- EXTERIOR IMPROVEMENTS
32 12 16 - Asphalt Paving
32 13 13 - Site Concrete

32 17 10 - Parking Bumpers
32 17 23 - Pavement Markings

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 Marcela Bravo, GCCCD Communications Coordinator, at mbravo@gafcon.com or (619) 644-7480.

For more information on the Outreach Program, please visit **https://www.gcccd.edu/props/resources/contractor-outreach.php**

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://propsrv.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 Marcela Bravo, GCCCD Program Communications Coordinator, via email at mbravo@gafcon.com or fax at (619) 644-7480. 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 Auto Lifts Replacement
Project Number: B26.014
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
Parking Permits

All campus parking is subject to GCCCD parking regulations and enforcement.

Bidders: Free one-day parking permits will be provided for the scheduled Job Walk and Bid Opening dates only. On the day of the event, park first, then register online using the coupon code provided for that event.

Contractors: During construction, all vehicles must be parked within designated construction or laydown areas identified in the Contract Documents and approved logistics plan. Vehicles parked outside these areas are subject to campus parking citations and fees at the Contractor's expense.

Please note that parking permits are valid only for standard parking stalls marked between two white lines. Parking in staff, reserved, yellow, orange, or other restricted spaces is prohibited and may result in a citation.

Parking registration is completed online through the GCCCD parking permit website. Permits are virtual, electronically recorded, and valid only for the day of registration.

Parking Permit Reminder

Visitors attending GCCCD events may use the temporary parking coupon code assigned to their event date. After parking, visit the parking permit website, enter the applicable coupon code, complete the registration, and proceed to your destination.

Event Codes

J7U3H6P – Valid for 9/10/2026
D3T6Q9H – Valid for 10/8/2026

Scan the QR code below to obtain a daily parking permit.

Or go to:
https://paymycite.com/GCCCD/TemporaryPermit.aspx

EXHIBIT K

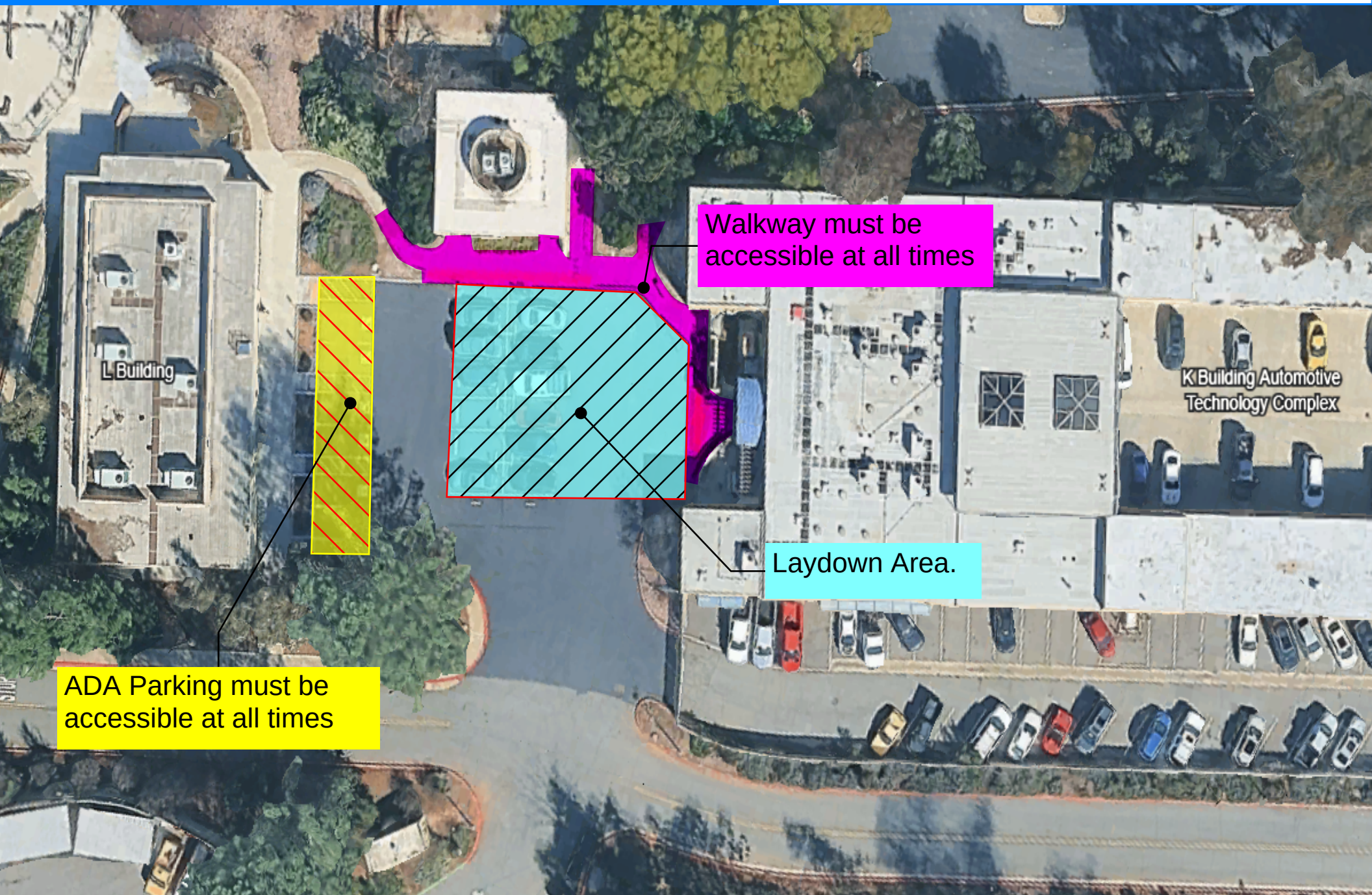
Contractor Staging Area/ Campus Map

Logistics Plan 1 of 2
Site Laydown

GROSSMONT-CUYAMACA
COMMUNITY COLLEGE DISTRICT

Logistics Plan 2 of 2
BLDG.K Accessibility

GROSSMONT-CUYAMACA
COMMUNITY COLLEGE DISTRICT



CUYAMACA COLLEGE

900 Rancho San Diego Parkway
El Cajon, California 92019-4369
(619) 660-4000
www.cuyamaca.edu

Academic Resource Center - C Bldg
Administration - F100 Bldg
Admissions & Records - G Bldg
Automotive Technology - K Bldg
Bookstore - Student Center
CalWORKs - G Bldg
Campus & Parking Services (CAPS) - A Bldg
CARE - G Bldg
Career Center - I Bldg
Cashier - G Bldg
Center for Water Studies - L Bldg
Child Development Center - R Bldg
Computer Labs/Tech Mall - E Bldg
Counseling - G Bldg
Cuyamaca Cares - Next to R Bldg
DSPS - G Bldg
DSPS Hi Tech Center - C Bldg
Duplicating (Faculty Support Services) - F200 Bldg
EOPS - G Bldg
Financial Aid - G Bldg
Fitness Center - D Bldg
Food Services - I Bldg
Gym - D Bldg
Health & Wellness Center - I Bldg
Heritage of the Americas Museum - O Bldg
High School & Community Relations - G Bldg
Institutional Effectiveness, Success & Equity - E Bldg
Library (LRC) - C Bldg
Mailroom - F100 Bldg
Ornamental Horticulture - M Bldg
Placement Center - G Bldg
Samuel M. Ciccati Performing Arts Center - B Bldg
Sheriff's Office - A Bldg
STEM Achievement Center - H Bldg
Student Affairs - I Bldg
Student Center - I Bldg
Switchboard - F100 Bldg
Together We Rise! Center – Annex 2
Transfer Center - G Bldg
Veterans Center - I Bldg
Writing Center - B Bldg

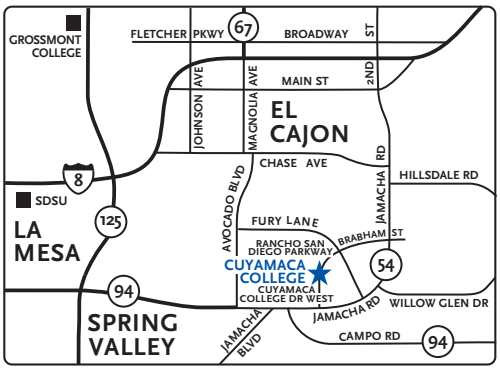


EXHIBIT L

Phasing and Logistics

Phasing Plan Exhibit

Procurement Phase

Description of Work

- Submittal Management
    - Submission of submittal register.
    - Submission of all project-related submittals, including shop drawings, product data, samples, etc., in compliance with project specifications and requirements.
- Procurement of long lead equipment and materials.
- Develop a comprehensive logistics plan to identify the movement of material, equipment and personnel to and from the construction site, to be reviewed and approved by the District.
- Temporary Storage for the auto lifts
    - All auto lifts are OFCI (Owner Furnished Contractor Installed) and will be procured by the District and may need temporary storage facilities before installation takes place. This will be coordinated with the District.

Building K is an active project site with classes taking place in the Spring session from 2/2/2027 to 6/1/2027. All work in classrooms must be coordinated around the class schedule for the spring session.

Phase 1 – East Bays (Stalls 1–11)

1. General Scope

Complete all construction activities within Stalls 1 through 11 necessary to provide the District with full use of the East Wing. The work includes, but is not limited to:

- Mobilization and site setup.
- Installation and maintenance of construction fencing, barriers, and required signage.
- Utility identification and safe-off.
- Demolition and excavation.
- Electrical work.
- Installation of required barriers and dust-control measures.
- Installation and commissioning of the Auto Lifts.
- Any work in adjacent areas necessary for the Auto Lifts to operate properly.
- Completion of all associated inspections, testing, corrections, and punch-list items.

All work within Stalls 1 through 11, including all punch-list items, shall be fully completed and signed off by the DSA inspector before construction begins in the West Wing.

2. Phasing and District Operations

The District will continue holding classes in the West Wing during construction. The District cannot relocate classes and laboratories to the East Wing until all work associated with this phase has been completed and the area has received the required DSA sign-off.

The District does not intend to occupy or conduct classes in the East Wing until Phase 1 is fully complete.

All classrooms throughout the building must remain operational and accessible for College classes during construction. The College will provide the Contractor with the class schedule at the start of construction. The Contractor shall coordinate its work and access accordingly.

3. Construction Area and Access

The construction area shall be securely fenced and/or otherwise physically separated from occupied areas at all times. The Contractor shall maintain the barriers throughout construction to prevent unauthorized access by staff, students, or other occupants.

Phase 1 includes work and/or access within the following zones:

- Zone 1
- Zone 2
- Zone 3

- Zone 4
- Zone 11
- Zone 12

4. Separation at Stall 11 / Stall 12

Stall 12 must remain operational and accessible to the Vendor occupying that space. A continuous plastic dust barrier shall be installed and maintained between Stalls 11 and 12 for the duration of construction activities affecting this area.

The Vendor's work area shall remain accessible and protected from construction activities. Any electrical shutdowns affecting the Vendor's space shall be coordinated in advance with both the District and the Vendor.

5. Protection of Existing Equipment and Property

All existing wall-mounted toolboxes, shelving systems, electronic equipment, and other items that cannot be removed from the construction area shall be protected in place with suitable dust barriers and protective coverings.

The College will assist with relocating portable items, including items on wheels, from the construction zone. The Contractor shall coordinate this effort with the College prior to beginning work in the affected areas.

6. Restroom Work

Restroom work may be included in Phase 1 provided that all restroom-related construction can be completed, inspected, and made ready for use before the start of the Spring 2027 semester on **February 2, 2027**.

If the restroom work cannot be completed by February 2, 2027, the work shall be deferred and performed during the summer break.

7. Completion Requirements

Before Phase 1 is considered complete, the Contractor shall:

- Complete all work in Stalls 1 through 11 and all associated areas.
- Complete all work required for the Auto Lifts to be fully operational.
- Remove or resolve all outstanding punch-list items.
- Complete required inspections and obtain DSA sign-off.
- Confirm that the East Wing is ready for occupancy and use by the District.
- Maintain all required barriers, protections, and separation measures until the area is formally released for use.

Phase 2 – West Bays (Stalls 14–27)

1. General Scope

Complete all construction activities within Stalls 14 through 27 necessary to provide the District with full use of the West Wing. The work includes, but is not limited to:

- Mobilization and site setup.
- Installation and maintenance of construction fencing, barriers, and required signage.
- Utility identification and safe-off.
- Demolition and excavation.
- Electrical work.
- Installation of required barriers and dust-control measures.
- Installation and commissioning of the Auto Lifts.
- Any work in adjacent areas necessary for the Auto Lifts to operate properly.
- Completion of all associated inspections, testing, corrections, and punch-list items.

2. Work Areas and Access

Phase 2 includes construction work and/or access within the following zones:

- Zone 7
- Zone 8
- Zone 9
- Zone 10

All work within Stalls 14 through 27 and the associated zones shall be completed in accordance with the project requirements and coordinated with the District to minimize disruption to ongoing College operations.

3. Zone 10 – Classroom Coordination

Work within Zone 10 shall be scheduled and performed when classes are not in session in **Room K114**. The Contractor shall coordinate the work schedule with the District to ensure that construction activities do not interfere with scheduled classes.
Room K115, which houses the transformer associated with this area, shall also be considered when planning and coordinating the work in Zone 10.
If necessary, the work associated with Zone 10, including the work affecting Room K115 and the transformer, may be incorporated into **Phase 1**. Any such early work shall be limited to Zone 10 and shall be coordinated and approved by the District in advance.

4. Completion Requirements

Before Phase 2 is considered complete, the Contractor shall:

- Complete all work in Stalls 14 through 27 and associated work areas.
- Complete all work required for the Auto Lifts to be fully operational.
- Complete all required inspections, testing, and commissioning.
- Address and close out all applicable punch-list items.
- Coordinate all work affecting occupied classrooms and building operations with the District.
- Restore the affected areas to a condition suitable for full use by the District.

Phase 3 – Painting and Building-Wide Work

1. General Scope

Complete all construction activities associated with Zones 6 and 13, as well as painting throughout the entire building. The work shall be coordinated to minimize disruption to College staff and building operations.

2. Work Areas and Access

This Phase includes work and/or access within:

- Zone 6
- Zone 13
- The entire building for painting activities

The Contractor shall coordinate access, protection, and sequencing of work throughout the building to ensure that College staff can safely continue necessary operations.

3. Summer Construction Period

The College will not hold classes during the Summer 2027 session, which is scheduled from **June 8, 2027, through July 30, 2027**. This period is intended to provide the Contractor with increased access to the building for construction and painting activities. Although classes will not be in session during this period, **College staff will continue to occupy and use the building**. The Contractor shall maintain safe access for staff and coordinate construction activities accordingly.

4. Storage Area Access

College staff shall maintain access to the Storage Area when classes are in session. The Contractor shall coordinate construction activities, barriers, and access routes to ensure that the Storage Area remains safely accessible as required.

Any temporary restrictions to the Storage Area shall be coordinated with the College in advance.

5. Completion Requirements

Before Phase 3 is considered complete, the Contractor shall:

- Complete all work in Zones 6 and 13.
- Complete painting throughout the entire building.
- Protect existing equipment, furnishings, and finishes from construction and painting activities.
- Maintain safe access for College staff throughout the work.
- Coordinate work schedules with the College to minimize disruption to building operations.
- Complete all required inspections, corrections, and punch-list items.
- Clean and restore all affected areas upon completion.

Phase 4 – Parking Lot, Zone 5, and Exterior Work

1. General Scope

This Phase includes all work associated with the parking lot, Zone 5, Zone 12, and exterior electrical systems. Work may be sequenced and performed in conjunction with other project phases, provided that the access, safety, and operational requirements identified below are maintained.

2. Parking Lot and Laydown Area

The Contractor may use the parking lot as a construction laydown and staging area for the duration of the project, provided that such use does not interfere with required College operations.

The Contractor shall maintain continuous and unobstructed access to the **ADA parking spaces adjacent to Building L** at all times. The Contractor shall provide appropriate signage, barriers, and access routes as necessary to maintain safe access to these spaces.

3. Zone 5

Work within Zone 5 may be performed at any time during the project, subject to coordination with the College.

A secure construction fence shall be installed around the Zone 5 work area before construction begins. The fenced area shall clearly establish and separate the construction zone from occupied areas and shall remain in place for the duration of the work.

4. Zone 12 and Exterior Electrical Work

Work within Zone 12, including all associated exterior electrical work, may be performed during any project phase, provided the following conditions are met:

- Required roof access is available through **Room K125**.
- No classes are in session in **Room K101** during activities that may affect or require access through this area.
- All access and work activities are coordinated with the College in advance.
- Appropriate safety measures, barriers, and signage are maintained throughout the work.

5. Coordination and Access Requirements

The Contractor shall coordinate the timing and sequencing of work with the College to maintain safe access to occupied areas and minimize disruption to College operations. The Contractor shall maintain all required fencing, barriers, signage, and protected access routes throughout construction and shall not restrict ADA access or other required building access without prior coordination and approval from the College.

Zones of Work

"K" Building
Automotive Technology Complex

GROSSMONT-CUYAMACA COMMUNITY COLLEGE DISTRICT

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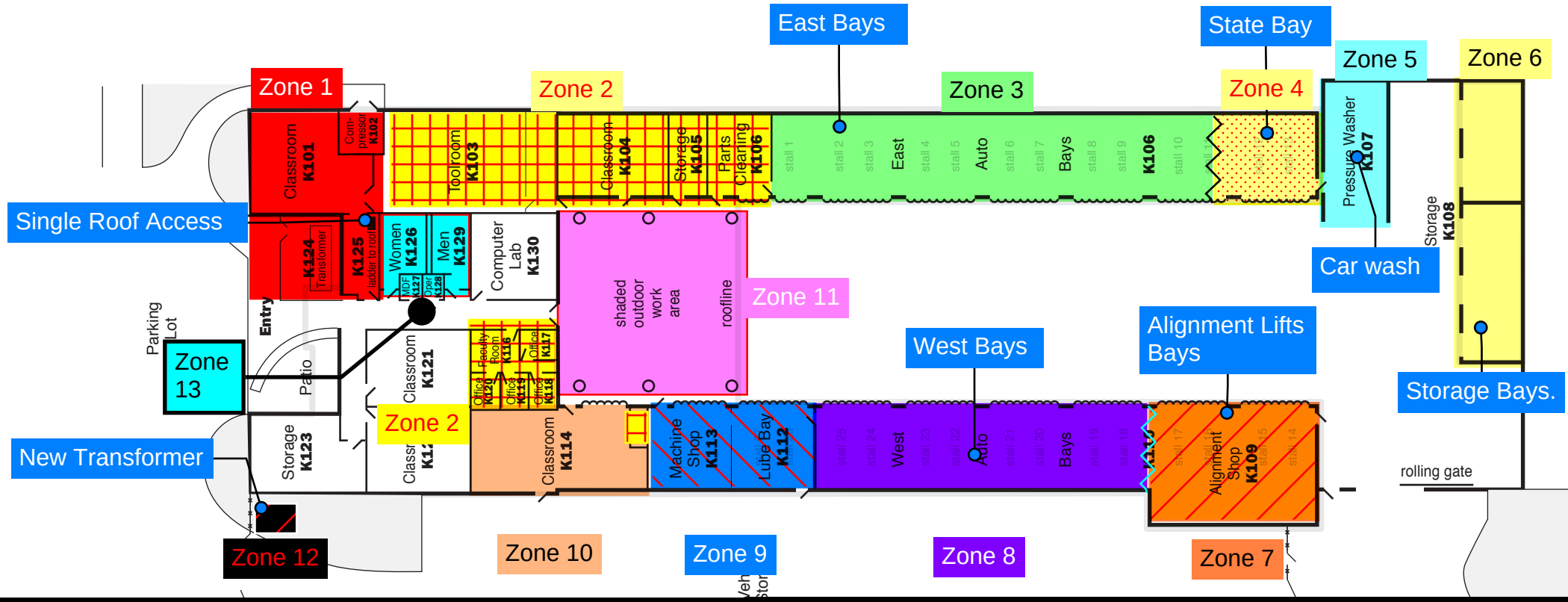


Legend Notes

Zone 1: Single roof access point.

Zone 2: Electrical panels access points.

Zone 3: New lifts in East.

Zone 4: State Bay Stall 12 & 13.

Zone 5: Car wash bay.

Zone 6: Storage area.

Zone 7: Alignment Lifts.

Zone 8: New 2 post lifts in West wing.

Zone 9: In-ground lift.

Zone 10: 4-post lift.

Zone 11: EV Chargers.

Zone 12: New Transformer.

Zone 13: Restrooms.

General Notes

Noise and Vibration Control: The Contractor shall coordinate all construction activities that generate excessive noise, vibration, or other disturbances with the District/Owner. High-impact activities shall be scheduled outside of active classroom hours unless otherwise approved.

Access and Safety: The Contractor shall maintain safe, unobstructed access to all occupied classrooms and adjacent facilities at all times. Construction fencing, equipment, materials, and personnel shall not block classroom entrances, emergency exits, ADA paths of travel, or designated pedestrian routes.

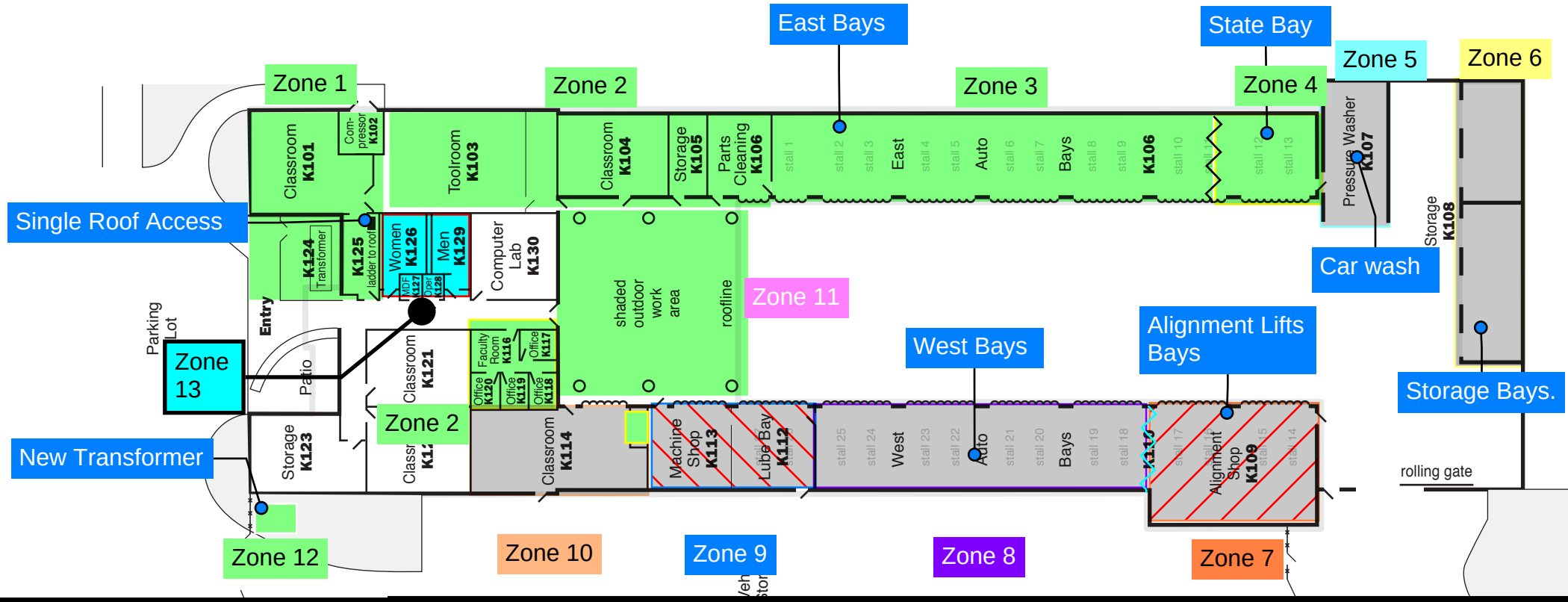
Advance Coordination: The Contractor shall coordinate the construction schedule with the District/Owner and provide a minimum of two weeks advance notice before performing work that may impact classroom operations, including utility shutdowns, excessive noise, dust, odors, vibration, or temporary access restrictions.

Phase One: East Bays

"K" Building
Automotive Technology Complex

GROSSMONT-CUYAMACA COMMUNITY COLLEGE DISTRICT

revised Jt



Legend Notes

Zone 1: Single roof access point.

Zone 2: Electrical panels access points.

Zone 3: New lifts in East.

Zone 4: State Bay Stall 12 & 13.

Zone 5: Car wash bay.

Zone 6: Storage area.

Zone 7: Alignment Lifts.

Zone 8: New 2 post lifts in West wing.

Zone 9: In-ground lift.

Zone 10: 4-post lift.

Zone 11: EV Chargers.

Zone 12: New Transformer.

Zone 13: Restrooms.

General Notes

Noise and Vibration Control: The Contractor shall coordinate all construction activities that generate excessive noise, vibration, or other disturbances with the District/Owner. High-impact activities shall be scheduled outside of active classroom hours unless otherwise approved.

Access and Safety: The Contractor shall maintain safe, unobstructed access to all occupied classrooms and adjacent facilities at all times. Construction fencing, equipment, materials, and personnel shall not block classroom entrances, emergency exits, ADA paths of travel, or designated pedestrian routes.

Advance Coordination: The Contractor shall coordinate the construction schedule with the District/Owner and provide a minimum of two weeks advance notice before performing work that may impact classroom operations, including utility shutdowns, excessive noise, dust, odors, vibration, or temporary access restrictions.

Phase Two: East Bays

"K" Building
Automotive Technology Complex

GROSSMONT-CUYAMACA COMMUNITY COLLEGE DISTRICT

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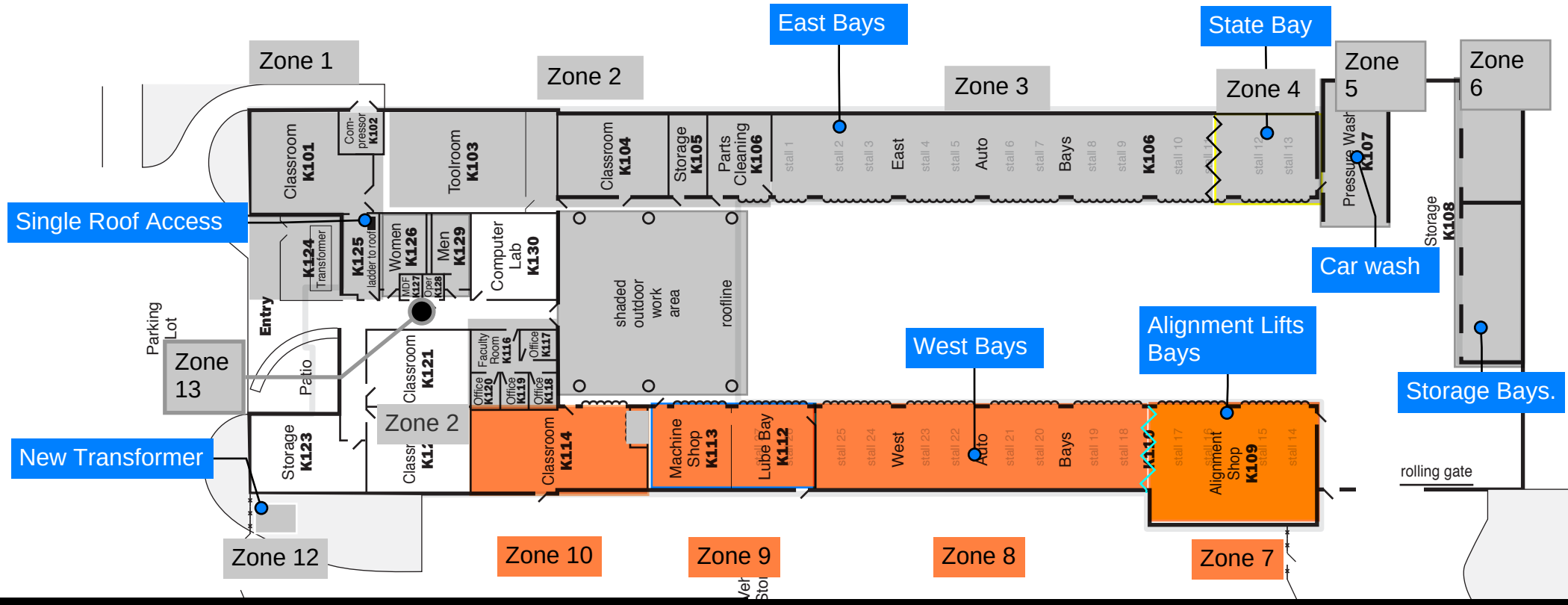

Legend Notes

Zone 1: Single roof access point.

Zone 2: Electrical panels access points

Zone 3: New lifts in East.

Zone 4: State Bay Stall 12 & 13.

Zone 5: Car wash bay.

Zone 6: Storage area.

Zone 7: Alignment Lifts.

Zone 8: New 2 post lifts in West wing.

Zone 9: In-ground lift.

Zone 10: 4-post lift.

Zone 11: EV Chargers.

Zone 12: New Transformer.

Zone 13: Restrooms.

General Notes

Noise and Vibration Control: The Contractor shall coordinate all construction activities that generate excessive noise, vibration, or other disturbances with the District/Owner. High-impact activities shall be scheduled outside of active classroom hours unless otherwise approved.

Access and Safety: The Contractor shall maintain safe, unobstructed access to all occupied classrooms and adjacent facilities at all times. Construction fencing, equipment, materials, and personnel shall not block classroom entrances, emergency exits, ADA paths of travel, or designated pedestrian routes.

Advance Coordination: The Contractor shall coordinate the construction schedule with the District/Owner and provide a minimum of two weeks advance notice before performing work that may impact classroom operations, including utility shutdowns, excessive noise, dust, odors, vibration, or temporary access restrictions.

Phase Three: Summer Work

"K" Building
Automotive Technology Complex

GROSSMONT-CUYAMACA COMMUNITY COLLEGE DISTRICT

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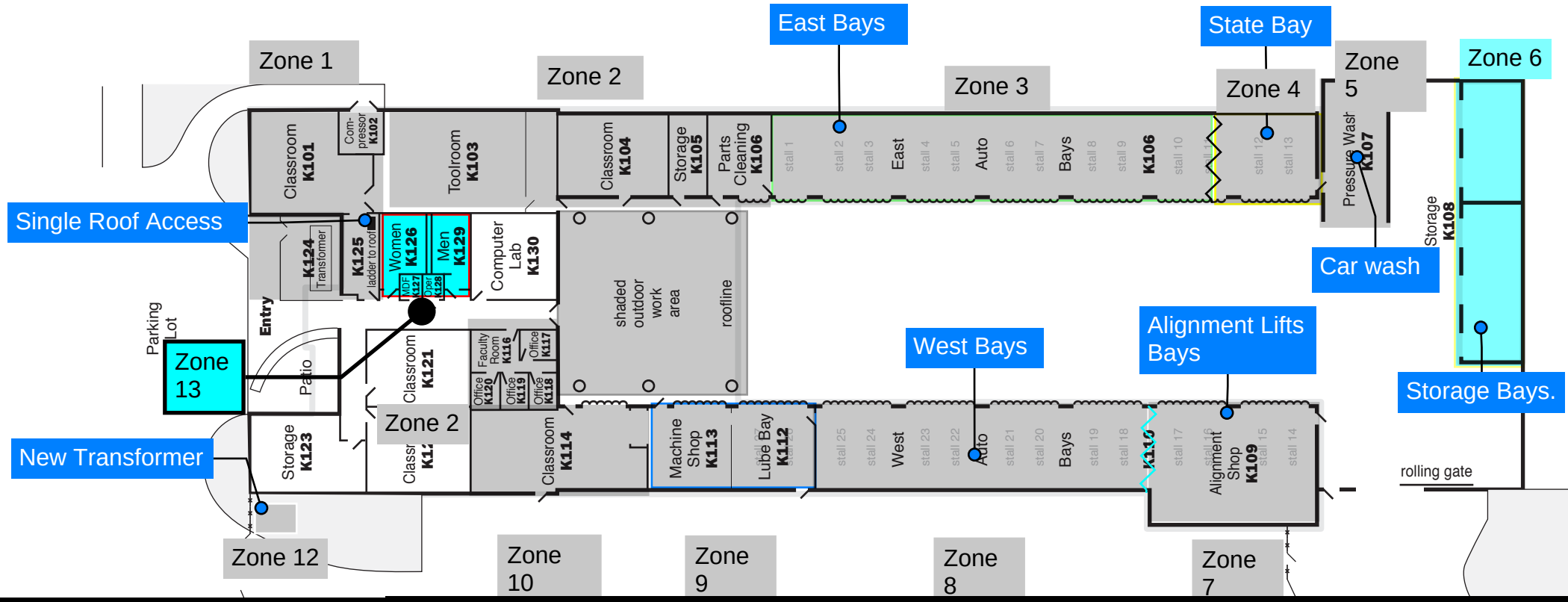

Legend Notes

Zone 1: Single roof access point.

Zone 2: Electrical panels access points.

Zone 3: New lifts in East.

Zone 4: State Bay Stall 12 & 13.

Zone 5: Car wash bay.

Zone 6: Storage area.

Zone 7: Alignment Lifts.

Zone 8: New 2 post lifts in West wing.

Zone 9: In-ground lift.

Zone 10: 4-post lift.

Zone 11: EV Chargers.

Zone 12: New Transformer.

Zone 13: Restrooms.

General Notes

Noise and Vibration Control: The Contractor shall coordinate all construction activities that generate excessive noise, vibration, or other disturbances with the District/Owner. High-impact activities shall be scheduled outside of active classroom hours unless otherwise approved.

Access and Safety: The Contractor shall maintain safe, unobstructed access to all occupied classrooms and adjacent facilities at all times. Construction fencing, equipment, materials, and personnel shall not block classroom entrances, emergency exits, ADA paths of travel, or designated pedestrian routes.

Advance Coordination: The Contractor shall coordinate the construction schedule with the District/Owner and provide a minimum of two weeks advance notice before performing work that may impact classroom operations, including utility shutdowns, excessive noise, dust, odors, vibration, or temporary access restrictions.

Phase Four: Contractors Discretion

"K" Building
Automotive Technology Complex

GROSSMONT-CUYAMACA COMMUNITY COLLEGE DISTRICT

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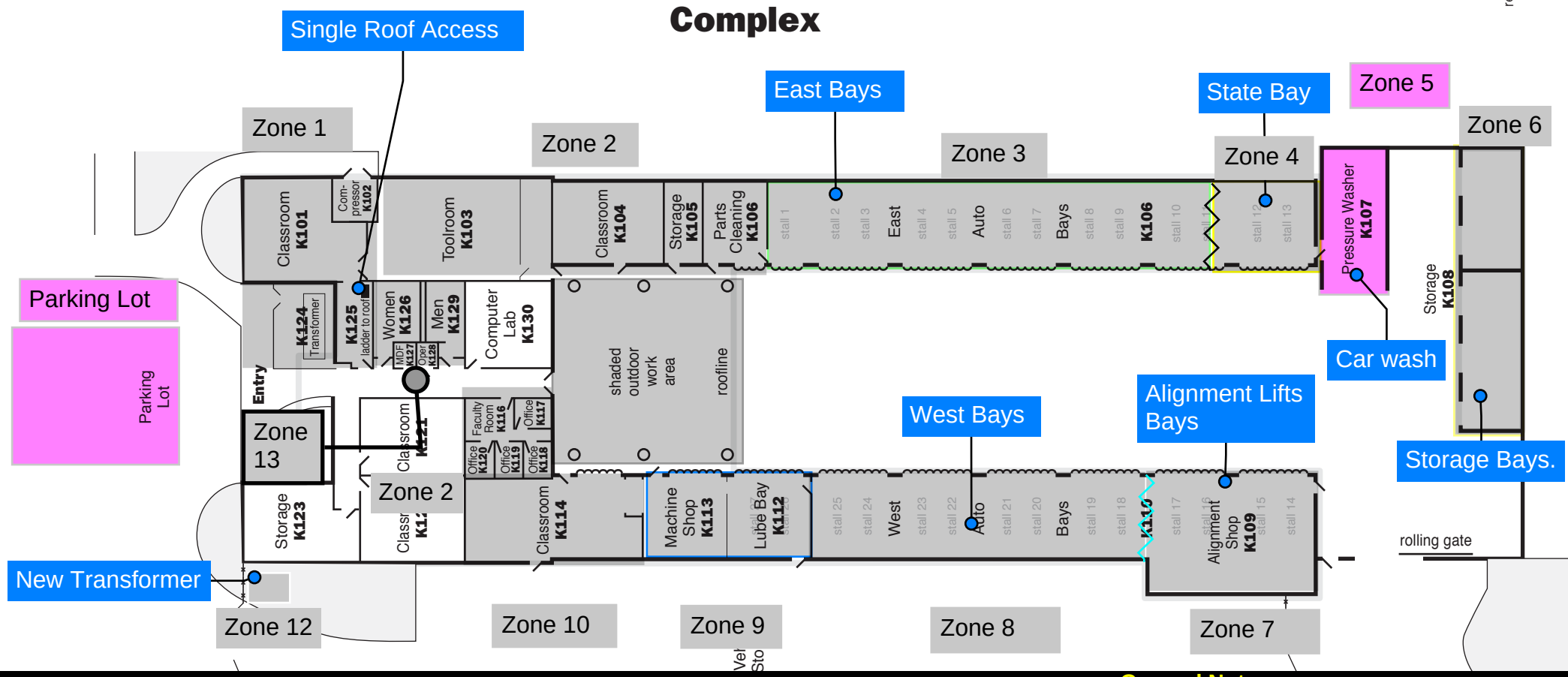

Legend Notes

Zone 1: Single roof access point.

Zone 2: Electrical panels access points.

Zone 3: New lifts in East.

Zone 4: State Bay Stall 12 & 13.

Zone 5: Car wash bay.
Parking Lot: New ADA Parking
Zone 6: Storage area.

Zone 7: Alignment Lifts.

Zone 8: New 2 post lifts in West wing.

Zone 9: In-ground lift.

Zone 10: 4-post lift.

Zone 11: EV Chargers.

Zone 12: New Transformer.

Zone 13: Restrooms.

General Notes

Noise and Vibration Control: The Contractor shall coordinate all construction activities that generate excessive noise, vibration, or other disturbances with the District/Owner. High-impact activities shall be scheduled outside of active classroom hours unless otherwise approved.
Access and Safety: The Contractor shall maintain safe, unobstructed access to all occupied classrooms and adjacent facilities at all times. Construction fencing, equipment, materials, and personnel shall not block classroom entrances, emergency exits, ADA paths of travel, or designated pedestrian routes.
Advance Coordination: The Contractor shall coordinate the construction schedule with the District/Owner and provide a minimum of two weeks advance notice before performing work that may impact classroom operations, including utility shutdowns, excessive noise, dust, odors, vibration, or temporary access restrictions.

EXHIBIT M

GCCCD Academic Calendar

GROSSMONT-CUYAMACA
COMMUNITY COLLEGE DISTRICT

Academic Calendar 2026 – 2027

2026

JUNE

S	M	T	W	T	F	S
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JULY

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AUGUST

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SEPTEMBER

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OCTOBER

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NOVEMBER

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DECEMBER

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2027

JANUARY

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FEBRUARY

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MARCH

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APRIL

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JUNE

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Number of Instructional Days

	M	T	W	T	F	Total
FA26	16	16	15	16	16	79*
SP27	15	16	16	16	15	78*
Total Instructional Days						**157***
Instructional Saturdays						8
Professional Development Days						10
Total						**175**

*The following eight Saturdays count as part of instructional year
FA26: 11/7, 11/14, 11/21, 12/5
SP27: 5/1, 5/8, 5/15, 5/22

Legend

Summer 2026	**6/8 - 7/30**
Registration	5/4- 6/7
8-week session	6/8 – 7/30
First 4-week session	6/8 - 7/1
Second 4-week session	7/6 – 7/30
First 6-week session	6/8 - 7/16
Second 6-week session	6/22 – 7/30
8-week Grade Deadline	8/6
4/10 schedule closed	6/5 – 8/1
Fall 2026	**8/24 - 12/21**
Registration	5/4 - 8/23
Prof. Development	8/17 - 8/21
Add/Drop[1]	8/24 - 9/6
First 8-week session	8/24 – 10/17
Last Day to Drop W/Out "W" (Refund)[1]	9/6
Census[1]	9/8
Last Day to Apply P/NP- 1st 8-Week -Last day of section instruction	
Second 8-week session	10/19 - 12/21
1st 8-week session grade deadline	10/22
Thanksgiving Recess	11/23 - 11/25
Last Day to Apply P/NP-2nd 8-Week -Last day of section instruction	
Last Day to Apply for P/NP[1] -Last day of section instruction	
Fall Semester Ends	12/21
Grade Deadline	12/23
No Instruction	
Intersession 2027	**1/4 - 1/30**
Registration	11/9 - 1/3
Grade Deadline	2/4
Spring 2027	**2/1 - 5/29**
Registration	11/9 – 1/31
Prof. Development	1/25 – 1/29
Add/Drop[1]	2/1 – 2/14
First 8-week session	2/1 – 3/27
Last Day to Drop W/Out "W" (Refund)[1]	2/14
Census[1]	2/16
Last Day to Apply P/NP-1st 8-Week -Last day of section instruction	
Spring Recess	3/29 – 4/1
1st 8-week session grade deadline	4/1
Second 8-week session	4/5 – 5/29
Last Day to Apply P/NP-2nd 8-Week -Last day of section instruction	
Last Day to Apply for P/NP[1] -Last day of section instruction	
Spring Semester Ends	5/29
GC Commencement	6/2
CC Commencement	6/3
Grade Deadline	6/3
No Instruction	
Summer 2027 (Tentative)	6/7 – 7/29
4/10 schedule closed	6/4 – 7/31
Holidays	
Juneteenth (Observance)	6/18
Independence Day (Observance)	7/2
Labor Day	9/7
Veterans Day	11/11
Thanksgiving [2]	11/26 - 11/27
College & District Offices Closed [2, 3]	12/24 - 1/1
Dr. Martin Luther King, Jr. Day	1/18
Presidents Weekend	2/12 - 2/15
Spring Recess Holiday	4/2
Memorial Day	5/31

[1]Dates are for semester length courses
[2]No class on Saturday after the Friday holiday
[3]Closed 12/28 in recognition of Admissions Day

2026-2027 Academic Calendar (Operational) – May 20, 2025 Rev 6/10/2026

GROSSMONT-CUYAMACA
COMMUNITY COLLEGE DISTRICT

Academic Calendar 2027 – 2028

2027

JUNE

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JULY

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AUGUST

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SEPTEMBER

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OCTOBER

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NOVEMBER

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DECEMBER

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2028

JANUARY

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FEBRUARY

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MARCH

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	

APRIL

S	M	T	W	T	F	S
						1
2	3	4	8	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						

MAY

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			

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
FA27	15	16	16	15	16	78*
SP28	15	16	16	16	15	78*

Total Instructional Days	156*
Instructional Saturdays	9
Professional Development Days	10
Total	**175**

*The following nine Saturdays count as part of instructional year
FA27: 10/23, 10/30, 11/6, 11/13, 12/4
SP28: 4/29, 5/6, 5/13, 5/20

Legend

Summer 2027	**6/7 – 7/29**
Registration	5/3- 6/6
8-week session	6/7 – 7/29
First 4-week session	6/7 - 7/1
Second 4-week session	7/6 – 7/29
First 6-week session	6/7 - 7/15
Second 6-week session	6/21 – 7/29
8-week Grade Deadline	8/5
4/10 schedule closed	6/4 – 7/31
Fall 2027	**8/23 - 12/18**
Registration	5/3 - 8/22
Prof. Development	8/16 - 8/20
Add/Drop[1]	8/23 – 9/5
First 8-week session	8/23 – 10/16
Last Day to Drop W/Out "W" (Refund)[1]	9/5
Census[1]	9/7
Last Day to Apply P/NP- 1st 8-Week -Last day of section instruction	
Second 8-week session	10/18 - 12/18
1st 8-week session grade deadline	10/14
Last Day to Apply P/NP-2nd 8-Week -Last day of section instruction	
Last Day to Apply for P/NP[1] -Last day of section instruction	
Fall Semester Ends	12/18
Grade Deadline	12/22
No Instruction	
Intersession 2028	**1/3 - 1/29**
Registration	11/8 – 1/2
Grade Deadline	2/3
Spring 2028	**1/31 - 5/27**
Registration	11/8 – 1/30
Prof. Development	1/24 – 1/28
Add/Drop[1]	1/31 – 2/13
First 8-week session	1/31 – 3/25
Last Day to Drop W/Out "W" (Refund)[1]	2/13
Census[1]	2/14
Last Day to Apply P/NP-1st 8-Week -Last day of section instruction	
Spring Recess	3/27 – 3/30
1st 8-week session grade deadline	3/30
Second 8-week session	4/3 – 5/27
Last Day to Apply P/NP-2nd 8-Week -Last day of section instruction	
Last Day to Apply for P/NP[1] -Last day of section instruction	
Spring Semester Ends	5/27
CC Commencement	5/31
GC Commencement	6/1
Grade Deadline	6/1
No Instruction	
Summer 2028 (Tentative)	**6/5 – 7/27**

Holidays	
Juneteenth (Observance)	6/17
Independence Day (Observance)	7/5
Labor Day	9/6
Veterans Day	11/11
Thanksgiving[2]	11/25 - 11/26
College & District Offices Closed[2/4]	12/23 - ½
Admissions Day	12/27
Dr. Martin Luther King, Jr. Day	1/17
Presidents Weekend[2]	2/18 - 2/21
Spring Recess Holiday	3/31
Memorial Day	5/29

[1]Dates are for semester length courses
[2]No class on Saturday after the Friday holiday

2027-2028 Academic Calendar (Operational) – December 16, 2025 Rev 6/10/2026