#### ADDENDUM TO CONTRACT DOCUMENTS



ADDENDUM: #02

BID: #14-001

Project: Building 1100 Modular Abatement and Demolition

Date: 8/09/2013

## **To All Prospective Bidders:**

This <u>ADDENDUM</u>, dated <u>August 09</u>, <u>2013</u>, supersedes the original PROJECT MANUAL and DRAWINGS and previous Addenda, wherein it contradicts them. All other conditions remain unchanged.

Acknowledgment of receipt of this ADDENDUM is required on Bid Form.

#### **Item**

# No. Description

- 1. <u>00 01 15 List of Drawings and Tables</u>
- 2. Supplemental Survey Reports. RGA Environmental Hazardous Materials Survey Report dated *August 8, 2013*
- Replace Exhibit B with Exhibit B.1
- 4. **01 11 00 Summary of Work**
- 5. Item 1.02/A: Demolition includes, but not limited to: the removal of the five existing portables *including all ramps and paths* down to grade, install 4" class II asphalt base (rolled and compacted to 75%). Additive Alternate #1 will include the installation of 2" decomposed granite, to meet adjacent grades.
- 6. **01 22 00 Alternates and Unit Pricing**
- 7. Item 1.02/A: Alternate 1: Install 2" decomposed granite Install 2" decomposed granite in the area shown on Exhibit B.1, to meet adjacent grades.

8. 00 41 13 Bid Form – Stipulated Sum (Single-Prime Contract)

August 09, 2013 ADDENDUM NO.: 02

9. Item 10: All work shall be completed within 20 calendar days. If the District elects proceed with the ADD Alternates, the allowable days for this work will be 4 calendar days.

# 10. <u>00 52 13 Agreement Form – Stipulated Sum (Single-Prime Contract)</u>

11. Item 4: Work under this contract shall be completed within *Twenty (20)* consecutive calendar days

# 12. **00 73 13 Special Conditions**

- 13. Item 5.3: Substantial Completion shall be 20 calendar days from Notice to Proceed. If the additive alternate is chosen by the District, it shall have a duration of 4 calendar days.
- 14. Item 5.6: Substantial Completion shall be 20 calendar days from Notice to Proceed. If the additive alternate is chosen by the District, it shall have a duration of **4** calendar days.

# 15. <u>01 78 39 Record Documents</u>

16. Item 2.01/B: Contractor to submit electronic record document files at the project conclusion

## 17. 02 00 70 General Building Demolition

18. Item 3.02/B/5 BELOW-GRADE CONSTRUCTION: Demolition of buildings to include entire structure, including any below-grade footings and/or construction.

## 19. Clarifications:

- 20. Provide Staging and Fencing Plan with Bid
- 21. Exhibit B shall be replaced by Exhibit B.1

# 22. Responses to pre-bid questions:

- 23. **Question:** Pre-Bid agenda mentions \$2 mil in insurance. Specs reference \$4 mil including auto. Which is correct? \$4mil is extremely high auto requirement.
- 24. **Response:** Insurance requirements are per 00 73 13 Special Conditions Section 7.
- 25. **Question:** My interpretation of the drawings and specs is ALL the trace containing sheetrock need to be abated PRIOR to demolition and cannot be left in place for demolition with building. Another bidder interpreted it differently. Which is correct?

August 09, 2013 ADDENDUM NO.: 02

- 26. **Response:** The wallboard and joint compound can be demolished in place or can be removed manually; both are considered a Cal-OSHA Class II abatement job. The contractor conducting the demolition must hold a ASB license and the employees operating the demolition equipment or on the site must be EPA accredited workers.
- 27. **Question:** Specifications list only approximately 2,200 sf of trace sheetrock. My guess is there is approximately 25,000 sf which is correct? Drawings don't identify where ACM sheetrock is and we weren't allowed access to buildings.
- 28. **Response:** Not all of the walls are drywall; some are fiberboard. The ceilings are tiles. The asbestos consultant estimated 2,200 sf of drywall within the buildings.
- 29. **Question:** Who provides compaction tests?
- 30. **Response:** The Owner will contract with an independent firm to perform any compaction tests deemed necessary.
- 31. **Question**: Does site elevation need to be dropped 4 inch to accommodate 4" of AB or is this placed on top of existing grade?
- 32. **Response:** Installation of 4" Class II AB is removed from the project. Base bid is to abate and demolish the buildings and adjacent ramps/paths down to grade. Additive Alternate #1 is to install 2" decomposed granite on site (as shown on Exhibit B.1), to meet adjacent grades. The site elevation does not need to be dropped to accommodate the decomposed granite.
- 33. **Question:** Time frame in specs is extremely short. Can duration be increased to 20-25 working days?
- 34. **Response:** Base contract work shall be completed within 20 calendar days, as modified in Addendum 2. Additive Alternate #1, if chosen, shall be completed within 4 calendar days.

END OF DOCUMENT

August 09, 2013 ADDENDUM NO.: 02

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# **DOCUMENT 00 01 15**

# **LIST OF DRAWINGS and REPORTS**

## **DRAWINGS**

Sheet number File number Description

Exhibit A Site Logistics Plan

Exhibit B.1 Site Plan

Supplemental Survey Reports RGA Environmental Hazardous

Materials Survey Report (revised)

dated August 8, 2013

END OF DOCUMENT

## **DOCUMENT 00 41 13**

# <u>BID FORM – STIPULATED SUM (SINGLE-PRIME CONTRACT)</u>

10: Governing Board of Solano Community C	Jollege Distric	t ("District" or "Owner")
From:		
(Proper Name of Bidder)		
The undersigned declares that the Contract Docuto Bidders and the Instructions to Bidders have be necessary labor, materials, and equipment to perfeterms and conditions of the Contract Documents, Specifications of Bid No. 14-001.	peen read and a form and furnis	agrees and proposes to furnish all sh all work in accordance with the
PROJECT: Building 1100 Modular Abate	ement and Dem	nolition
("Project" or "Contract") and will accept in full psum amount, all taxes included:	payment for th	at Work the following total lump
Abatement		\$
Demolition		\$
	dollars	<b>\$</b>
TOTAL BASE BID		
	dollars	\$
(ADD Alt #1) Install 2" Decomposed Granite		
	Dollars	\$
TOTAL ADD Alt #1		

1. The undersigned has reviewed the Work outlined in the Contract Documents and fully understands the scope of Work required in this Proposal, understands the construction and project management function(s) is described in the Contract Documents, and that

each Bidder who is awarded a contract shall be in fact a prime contractor, not a subcontractor, to the District, and agrees that its Proposal, if accepted by the District, will be the basis for the Bidder to enter into a contract with the District in accordance with the intent of the Contract Documents.

- 2. The undersigned has notified the District in writing of any discrepancies or omissions or of any doubt, questions, or ambiguities about the meaning of any of the Contract Documents, and has contacted the Construction Manager before bid date to verify the issuance of any clarifying Addenda.
- 3. The undersigned agrees to commence work under this Contract on the date established in the Contract Documents and to complete all work within the time specified in the Contract Documents.
- 4. The liquidated damages clause of the General Conditions and Agreement is hereby acknowledged.
- 5. It is understood that the District reserves the right to reject this bid and that the bid shall remain open to acceptance and is irrevocable for a period of ninety (90) days.
- 6. The following documents are attached hereto:
  - a. Bid Bond on the District's form or other security
  - b. Designated Subcontractors List
  - c. Site-Visit Certification
  - d. Noncollusion Affidavit
- 7. Receipt and acceptance of the following addenda is hereby acknowledged:

No, Dated	No, Dated
No, Dated	No, Dated
No, Dated	No, Dated
No, Dated	No, Dated

- 8. Bidder acknowledges that the license required for performance of the Work is an **B, C-21, ASB and HAZ** license or designation.
- 9. The undersigned hereby certifies that Bidder is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed on the Work.
- 10. If awarded the undersigned agrees to begin work on the day specified by the District in the Notice to Proceed and shall complete all work within <u>20 calendar days</u>. If the District elects to proceed with the ADD Alternates, the allowable days for this work will be <u>4</u> <u>calendar days</u>.
- 11. The Bidder represents that it is competent, knowledgeable, and has special skills with respect to the nature, extent, and inherent conditions of the Work to be performed. Bidder further acknowledges that there are certain peculiar and inherent conditions existent in the construction of the Work that may create, during the Work, unusual or peculiar unsafe conditions hazardous to persons and property.
- 12. Bidder expressly acknowledges that it is aware of such peculiar risks and that it has the skill and experience to foresee and to adopt protective measures to adequately and safely perform the Work with respect to such hazards.
- 13. Bidder expressly acknowledges that it is aware that if a false claim is knowingly submitted (as the terms "claim" and "knowingly" are defined in the California False Claims Act, Cal. Gov. Code, §12650 et seq.), the District will be entitled to civil remedies set forth in the California False Claim Act. It may also be considered fraud and the Contractor may be subject to criminal prosecution.
- 14. The undersigned Bidder certifies that it is, at the time of bidding, and shall be throughout the period of the contract, licensed by the State of California to do the type of work required under the terms of the Contract Documents. Bidder further certifies that it is regularly engaged in the general class and type of work called for in the Contract Documents.

Furthermore, Bidder hereby certifies to the District that all representations, certifications, and statements made by Bidder, as set forth in this bid form, are true and correct and are made under penalty of perjury. Dated this \_\_\_\_\_\_ day of \_\_\_\_\_\_\_ 20 \_\_\_\_ Name of Bidder \_\_\_\_\_ Type of Organization \_\_\_\_\_ Signed by \_\_\_\_ Title of Signer \_\_\_\_\_ Address of Bidder \_\_\_\_ Taxpayer's Identification No. of Bidder \_\_\_\_\_ Telephone Number Fax Number E-mail \_\_\_\_\_ Web page \_\_\_\_\_ Contractor's License No(s): No.: \_\_\_\_\_ Class: \_\_\_\_ Expiration Date: \_\_\_\_\_ No.: \_\_\_\_\_ Class: \_\_\_\_ Expiration Date: \_\_\_\_\_ No.: Class: Expiration Date: If Bidder is a corporation, affix corporate seal. Name of Corporation:

END OF DOCUMENT

Manager:

#### **DOCUMENT 00 52 13**

# <u>AGREEMENT FORM – STIPULATED SUM</u> (SINGLE-PRIME CONTRACT)

DAY OF	, 20_	_, by and between the	Solano Community
College District ("District") and		,	
("Contractor") ("Agreement").			

THIS AGREEMENT IS MADE AND ENTERED INTO THIS

**WITNESSETH**: That the parties hereto have mutually covenanted and agreed, and by these presents do covenant and agree with each other, as follows:

1. **The Work:** Contractor agrees to furnish all tools, equipment, apparatus, facilities, labor, and material necessary to perform and complete in a good and workmanlike manner, the work of the following project:

PROJECT: <u>BUILDING 1100 MODULAR ABATEMENT AND DEMOLITION</u> ("Project" or "Contract" or "Work")

It is understood and agreed that the Work shall be performed and completed as required in the Contract Documents including, without limitation, the Drawings and Specifications, under the direction and supervision of, and subject to, the approval of the District or its authorized representative.

- 2. **The Contract Documents**: The complete Contract consists of all Contract Documents as defined in the General Conditions and incorporated herein by this reference. Any and all obligations of the District and Contractor are fully set forth and described in the Contract Documents. All Contract Documents are intended to cooperate so that any Work called for in one and not mentioned in the other or vice versa is to be executed the same as if mentioned in all Contract Documents.
- 3. **Interpretation of Contract Documents**: Should any question arise concerning the intent or meaning of Contract Documents, including the Drawings or Specifications, the question shall be submitted to the District for interpretation. If a conflict exists in the Contract Documents, modifications, beginning with the most recent, shall control over this Agreement (if any), which shall control over the Special Conditions, which shall control over any Supplemental Conditions, which shall control over the General Conditions, which shall control over the remaining Division 0 documents, which shall control over Division 1 Documents which shall control over Division 2 through Division 18 documents, which shall control over figured dimensions, which shall control over large-scale drawings, which shall control over small-scale drawings. In no case shall a document calling for lower quality and/or quantity material or workmanship control. The decision of the District in the matter shall be final.
- 4. **Time for Completion**: It is hereby understood and agreed that the work under this contract shall be completed within **Twenty** (20) consecutive calendar days ("Contract

Time") from the date specified in the District's Notice to Proceed. If Add Alternate is approved, the time to complete this work will be **four (4)** consecutive calendar days.

- 5. **Completion-Extension of Time**: Should the Contractor fail to complete this Contract, and the Work provided herein, within the time fixed for completion, due allowance being made for the contingencies provided for herein, the Contractor shall become liable to the District for all loss and damage that the District may suffer on account thereof. The Contractor shall coordinate its work with the Work of all other contractors. The District shall not be liable for delays resulting from Contractor's failure to coordinate its Work with other contractors in a manner that will allow timely completion of Contractor's Work. Contractor shall be liable for delays to other contractors caused by Contractor's failure to coordinate its Work with the work of other contractors.
- 6. **Liquidated Damages**: Time is of the essence for all work under this Agreement. It is hereby understood and agreed that it is and will be difficult and/or impossible to ascertain and determine the actual damage that the District will sustain in the event of and by reason of Contractor's delay; therefore, Contractor agrees that it shall pay to the District the sum of **Five Hundred Dollars \$500** per day as liquidated damages for each and every day's delay beyond the time herein prescribed in finishing the Work.

It is hereby understood and agreed that this amount is not a penalty.

In the event any portions of the liquidated damages are not paid to the District, the District may deduct that amount from any money due or that may become due the Contractor under this Agreement. The District's right to assess liquidated damages is as indicated herein and in the General Conditions.

The time during which the Contract is delayed for cause as hereinafter specified may extend the time of completion for a reasonable time as the District may grant. This provision does not exclude the recovery of damages for delay by either party under other provisions in the Contract Documents.

- 7. **Loss Or Damage**: The District and its authorized representatives shall not in any way or manner be answerable or suffer loss, damage, expense, or liability for any loss or damage that may happen to the Work, or any part thereof, or in or about the same during its construction and before acceptance, and the Contractor shall assume all liabilities of every kind or nature arising from the Work, either by accident, negligence, theft, vandalism, or any cause whatever; and shall hold the District and its authorized representatives harmless from all liability of every kind and nature arising from accident, negligence, or any cause whatever.
- 8. **Insurance and Bonds**: Contractor shall provide all required certificates of insurance, and payment and performance bonds as evidence thereof.
- 9. **Prosecution of Work**: If the Contractor should neglect to prosecute the Work properly or fail to perform any provisions of this contract, the District, may, pursuant to the General Conditions and without prejudice to any other remedy it may have, make good

- such deficiencies and may deduct the cost thereof from the payment then or thereafter due the Contractor.
- 10. **Authority of Architect, Project Inspector, and DSA**: Contractor hereby acknowledges that the Architect(s), the Project Inspector(s), and the Division of the State Architect have authority to approve and/or stop Work if the Contractor's Work does not comply with the requirements of the Contract Documents, Title 24 of the California Code of Regulations, and all applicable laws. The Contractor shall be liable for any delay caused by its non-compliant Work.
- 11. **Assignment of Contract**: Neither the Contract, nor any part thereof, nor any moneys due or to become due thereunder, may be assigned by the Contractor without the written approval of the District, nor without the written consent of the Surety on the Contractor's Performance Bond (the "Surety"), unless the Surety has waived in writing its right to notice of assignment.
- 12. **Classification of Contractor's License**: Contractor hereby acknowledges that it currently holds valid Type **B, C-21, ASB and HAZ** Contractor's license(s) issued by the State of California, Contractor's State Licensing Board, in accordance with division 3, chapter 9, of the Business and Professions Code and in the classification called for in the Contract Documents.
- 13. **Payment of Prevailing Wages**: The Contractor and all Subcontractors under the Contractor shall pay all workers on all Work performed pursuant to this Contract not less than the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work as determined by the Director of the Department of Industrial Relations, State of California, for the type of work performed and the locality in which the work is to be performed within the boundaries of the District, pursuant to sections 1770 et seq. of the California Labor Code.
- 14. **Labor Compliance**: If the District has adopted a labor compliance program which is applicable to the Project or if the Project is subject to State labor compliance monitored and enforced by the Compliance Monitoring Unit of the Department of Industrial Relations, Contractor specifically acknowledges and understands that it shall perform the Work of this Agreement while complying with all the applicable provisions of the District's labor compliance program or State labor compliance, if applicable, including, without limitation, the requirement that the Contractor and all of its Subcontractors shall timely submit complete and accurate certified payroll records as required by the Contract Documents, or the District cannot issue payment.

15.	on the part of covenant, prom construction, er agrees that it wi the full Contrac	the Contractor, and the ise, and agreement, and ection, and completion as ill well and truly pay and the Price and compensation	e foregoing covenants, promises, and agreements strict and literal fulfillment of each and every as compensation agreed upon for the Work and a saforesaid, the District covenants, promises, and cause to be paid to the Contractor in full, and as a for construction, erection, and completion of the ed by the Contractor, the following price:
			Dollars
	(\$	),	
	provided by the	e Contractor and acceptorovided in the Contract.	hich sum is to be paid according to the schedule ed by the District and subject to additions and This amount supersedes any previously stated
16.	Documents is unenforceable,	held by a court of c the remainder of the prov	condition, or provision in any of the Contract competent jurisdiction to be invalid, void or risions in the Contract Documents shall remain in be affected, impaired, or invalidated thereby.
IN W	TITNESS WHERE	OF, accepted and agreed	on the date indicated above:
CON	TRACTOR		DISTRICT
			SOLANO COMMUNITY COLLEGE DISTRICT
Ву: _			By:
Title:			Title:
NOT	of the resolu	ation of the Board of Dire	s a corporation, a certified copy of the by-laws, or ectors, authorizing the officers of said corporation is required thereby must be attached hereto

END OF DOCUMENT

#### **DOCUMENT 00 73 13**

## **SPECIAL CONDITIONS**

## 1. Mitigation Measures

Contractor shall comply will all applicable mitigation measures, if any, adopted by any public agency with respect to this Project pursuant to the California Environmental Quality Act. (Public Resources Code section 21000 et seq.)

## 2. Modernization Projects

- **2.1.** Access. Access to the buildings and entry to buildings, classrooms, restrooms, mechanical rooms, electrical rooms, or other rooms, for construction purposes, must be coordinated with District and onsite District personnel before Work is to start. Unless agreed to otherwise in writing, only a school custodian will be allowed to unlock and lock doors in existing building(s). The custodian will be available only while school is in session. If a custodian is required to arrive before 7:00 a.m. or leave after 3:30 p.m. to accommodate Contractor's Work, the overtime wages for the custodian will be paid by the Contractor, unless at the discretion of the District, other arrangements are made in advance.
- **Master Key**. Upon request, the District may, at is own discretion, provide a master key to the school site for the convenience of the Contractor. The Contractor agrees to pay all expenses to re-key the entire school site and all other affected District buildings if the master key is lost or stolen or if any unauthorized party obtains a copy of the key or access to the school.
- **2.3. Maintaining Services**. The Contractor is advised that Work is to be performed in spaces regularly scheduled for instruction. Interruption and/or periods of shutdown of public access, electrical service, water service, lighting, or other utilities shall be only as arranged in advance with the District. Contractor must provide a minimum of two week notice to the District prior to any service interruption. Contractor shall provide temporary services to all facilities interrupted by Contractor's Work.
- **2.4.** <u>Maintaining Utilities</u>. The Contractor shall maintain in operation and protect during duration of Contract, drainage lines, storm drains, sewers, water, gas, electrical, steam, and other utility service lines within working area.
- **2.5.** Confidentiality. Contractor shall maintain the confidentiality of all information, documents, programs, procedures and all other items that Contractor encounters while performing the Work. This requirement shall be ongoing and shall survive the expiration or termination of this Contract and specifically includes, without limitation, all student, parent, and employee disciplinary information and health information.

- **Work During Instructional Time**. By submitting its bid, Contractor affirms that Work may be performed during ongoing instruction in existing facilities. If so, Contractor agrees to cooperate to the best of its ability to minimize any disruption to the school up to, and including, rescheduling specific work activities, at no additional cost to District.
- **2.7. No Work During Student Testing.** Contractor shall, at no additional cost to the District and at the District's request, coordinate its Work to not disturb District students including, without limitation, not performing any Work when students at the Site are taking State-required tests.

## 3. Badge Policy For Contractors

All Contractors doing work for the District will provide their workers with identification badges. These badges will be worn by all members of the Contractor's staff who are working in a District facility.

- **3.1.** Badges must be filled out in full and contain the following information:
  - **3.1.1** Name of Contractor
  - 3.1.2 Name of Employee
  - **3.1.3** Contractor's address and phone number
- **3.2.** Badges are to be worn when the Contractor or his/her employees are on site and must be visible at all times. Contractors must inform their employees that they are required to allow District employees, the Architect, the Construction Manager, the Program Manager, or the Project Inspector to review the information on the badges upon request.
- **3.3.** Failure to display identification badges as required by this policy may result in the assessment of fines against the Contractor.

## 4. Substitution for Specified Items

- **4.1.** Whenever in the Specifications any materials, process, or article is indicated or specified by grade, patent, or proprietary name, or by name of manufacturer, that Specification shall be deemed to be followed by the words "or equal." Contractor may, unless otherwise stated, offer any material, process, or article that shall be substantially equal or better in every respect to that so indicated or specified.
  - **4.1.1** If the material, process, or article offered by Contractor is not, in the opinion of the District, substantially equal or better in every respect to that specified, then Contractor shall furnish the material, process, or article specified in the Specifications without any additional compensation or change order.

- 4.1.2 This provision shall not be applicable with respect to any material, product, thing or service for which District made findings and gave notice in accordance with Public Contract Code section 3400(b); therefore, Contractor shall not be entitled to request a substitution with respect to those materials, products or services.
- **4.2.** A request for a substitution shall be in writing and shall include:
  - **4.2.1** All variations of the proposed substitute from the material specified including, but not limited to, principles of operation, materials, or construction finish, thickness or gauge of materials, dimensions, weight, and tolerances;
  - **4.2.2** Available maintenance, repair or replacement services;
  - **4.2.3** Increases or decreases in operating, maintenance, repair, replacement, and spare parts costs;
  - 4.2.4 Whether or not acceptance of the substitute will require other changes in the Work (or in work performed by the District or others under Contract with the District); and
  - **4.2.5** The time impact on any part of the Work resulting directly or indirectly from acceptance of the proposed substitute.
- **4.3.** A request for a substitution shall be submitted as follows:
  - **4.3.1** Requests for Substitutions prior to award of the Contract shall be done within the time period indicated in the Instructions to Bidders.
  - **4.3.2** Requests for Substitutions after award of the Contract shall be within **SEVEN** (7) days of the date of the Notice of Award.
- **4.4.** No substitutions shall be made until approved, in writing, by the District. The burden of proof as to equality of any material, process, or article shall rest with Contractor. The Contractor warrants that if substitutes are approved:
  - 4.4.1 The proposed substitute is equal or superior in all respects to that specified, and that such proposed substitute is suitable and fit for the intended purpose and will perform adequately the function and achieve the results called for by the general design and the Contract Documents:
  - 4.4.2 The Contractor provides the same warranties and guarantees for the substitute that would be provided for that specified;
  - **4.4.3** The Contractor shall be fully responsible for the installation of the substitute and any changes in the Work required, either directly or

indirectly, because of the acceptance of such substitute, with no increase in Contract Price or Contract Time. Incidental changes or extra component parts required to accommodate the substitute will be made by the Contractor without a change in the Contract Price or Contract Time;

- **4.4.4** The Contractor shall be responsible for any re-design costs occasioned by District's acceptance and/or approval of any substitute; and
- 4.4.5 The Contractor shall, in the event that a substitute is less costly than that specified, credit the District with one hundred percent (100%) of the net difference between the substitute and the originally specified material. In this event, the Contractor agrees to execute a deductive Change Order to reflect that credit.
- **4.5.** In the event Contractor furnishes a material, process, or article more expensive than that specified, the difference in the cost of that material, process, or article so furnished shall be borne by Contractor.
- **4.6.** In no event shall the District be liable for any increase in Contract Price or Contract Time due to any claimed delay in the evaluation of any proposed substitute or in the acceptance or rejection of any proposed substitute.

# 5. Time of Completion

- **5.1.** The District requires the work of this Contract to be performed and completed as expeditiously as possible. Accordingly this Contractor shall begin the work as expeditiously as possible following the District's issuance of the Notice to Proceed and diligently prosecute the entire work to its logical completion.
- **5.2.** The work in this contract shall be started and completed in the times set forth below.
- 5.3. Days are from the date established in the Notice to Proceed and represent calendar days. Substantial Completion for shall be 20 calendar days from Notice to Proceed. *If the additive alternate is chosen by the District, it shall have a duration of 4 calendar days.* All start up and commissioning must be successfully completed prior to Substantial Completion.
- **5.4.** The Date of Substantial Completion of the Work or designated portion thereof is the Date certified by the Project Manager when construction is sufficiently complete, in accordance with the Contract Documents, so that the District or separate contractors can occupy or utilize the Work or a designated portion thereof for the use for which it is intended.
- **5.5.** All work, including any remedial work or corrections, must be completed, reviewed and certified within thirty (30) calendar days after the date of Substantial Completion.

#### **5.6.** Milestones

The work shall be scheduled per the Milestone Schedule below. Please note that the work of these Milestones shall be performed in the following order.

	<b>Milestone</b>	Start/Finish	<b>Duration</b>
5.6.1	Notice to Proceed (NTP)		
5.6.2	Asbestos/Hazardous Materials Remo	oval Completion	
5.6.3	Demolition Completion		
5.6.4	Asphalt Base Completion		
5.6.5	Project Completion		

Days are from the date established in the Notice to Proceed and represent calendar days. Substantial Completion shall be 24 calendar days from Notice to Proceed. If the additive alternate is chosen by the District, it shall have a duration of 4 calendar days. All start up and commissioning must be successfully completed prior to Substantial Completion.

## 6. Weather Days

Delays due to Adverse Weather conditions will only be permitted in compliance with the provisions in the General Conditions and only if the number of days of Adverse Weather exceeds the following parameters and Contractor can verify that the excess days of Adverse Weather caused delays:

January	<u>11</u>	July	0
February	<u>10</u>	August	0
March	<u>10</u>	September	1
April	<u>6</u>	October	4
May	3	November	7
June	1	December	10

# 7. Insurance Policy Limits

All of Contractor's insurance shall be with insurance companies with an A.M. Best rating of no less than \_\_\_\_\_ [E.G. A: IX.] The limits of insurance shall not be less than:

Commercial General	Combined Single Limit	\$4,000,000 Aggregate
Liability		\$2,000,000 Per Occurrence
	Product Liability and	\$4,000,000
	Completed Operations	
Automobile Liability –	Combined Single Limit	\$4,000,000
Any Auto		

Workers Compensation	Statutory limits pursuant to State law
Employers' Liability	\$1,000,000
Builders Risk (Course of	Issued for the value and
Construction)	scope of Work indicated
	herein.

# 8. Permits, Certificates, Licenses, Fees, Approval

**8.1.** Payment for Permits, Certificates, Licenses, and Fees. As required in the General Conditions, the Contractor shall secure and pay for all permits, licenses and certificates necessary for the prosecution of the Work with the exception of the following:

#### **8.1.1** WATER CONNECTION FEES

#### **8.1.2** SEWER CONNECTION FEES

With respect to the above listed items, Contractor shall be responsible for securing such items; however, District will be responsible for payment of these charges or fees. Contractor shall notify the District of the amount due with respect to such items and to whom the amount is payable. Contractor shall provide the District with an invoice and receipt with respect to such charges or fees.

- **8.2.** General Permit For Storm Water Discharges Associated With Construction and Land Disturbance Activities
  - **8.2.1** Contractor acknowledges that as of July 1, 2010 all California school districts are obligated to develop and implement the following requirements for the discharge of storm water to surface waters from its construction and land disturbance activities (storm water requirements), without limitation:
    - **8.2.1.1.** Municipal Separate Storm Sewer System (MS4) is a system of conveyances used to collect and/or convey storm water, including, without limitation, catch basins, curbs, gutters, ditches, man-made channels, and storm drains.
    - **8.2.1.2.** Storm Water Pollution Prevention Plan (SWPPP) contains specific best management practices (BMPs) and establishes numeric effluent limitations at:
      - **8.2.1.2.1.** Sites where the District engages in maintenance (e.g., fueling, cleaning, repairing) for transportation activities.
      - **8.2.1.2.2.** Construction sites where:

- **8.2.1.2.2.1.** One (1) or more acres of soil will be disturbed, or
- **8.2.1.2.2.2.** The project is part of a larger common plan of development that disturbs more than one (1) acre of soil.
- **8.2.2** Contractor shall comply with any District storm water requirements that are approved by the District and applicable to the Project, at no additional cost to the District.
- **8.2.3** At no additional cost to the District, Contractor shall provide a Qualified Storm Water Practitioner who shall be onsite and implement and monitor any and all SWPPP requirements applicable to the Project, including but not limited to:
  - **8.2.3.1.** At least forty eight (48) hours prior to a forecasted rain event, implementing the Rain Event Action Plan (REAP) for any rain event requiring implementation of the REAP, including any erosion and sediment control measures needed to protect all exposed portions of the site; and
  - **8.2.3.2.** Monitoring any Numeric Action Levels (NALs), if applicable.

## 9. As-Builts and Record Drawings

- **9.1.** When called for by Division 1, Contractor shall submit As Built Drawings pursuant to the Contract Documents vellum, **and** one set of computer-aided design and drafting ("CADD") files, plus one set of As Built Drawings on vellum.
- **9.2.** Contractor shall submit Record Drawings pursuant to the Contract Documents vellum **and** consisting of one set of computer-aided design and drafting ("CADD") files, plus one set of Record Drawings on vellum.

### 10. Fingerprinting

Contractor shall comply with the provisions of Education Code section 45125.2 regarding the submission of employee fingerprints to the California Department of Justice and the completion of criminal background investigations of its employees, its subcontractor(s), and its subcontractors' employees. Contractor shall not permit any employee to have any contact with District pupils until such time as Contractor has verified in writing to the governing board of the District, that such employee has not been convicted of a violent or serious felony, as defined in Education Code section 45122.1. Contractor shall fully complete and perform all tasks required pursuant to the Criminal Background Investigation/Fingerprinting Certification.

# 11. Construction Manager

The District will use a Construction Manager on the Project that is the subject of this Contract. The District hereby designates Kitchell CEM, 360 Campus Lane, Suite 203, Fairfield CA 94534, (707) 864-7189, as its representative as Construction Manager for this Project.

# 12. Program Manager

Kitchell CEM, 360 Campus Lane, Suite 203, Fairfield CA 94534, (707) 864-7189 is the Program Manager designated for the Project that is the subject of this Contract.

# 13. FEDERAL LABOR, WAGE & HOUR, APPRENTICE, AND RELATED PROVISIONS

## **13.1.** Minimum Wages

The Davis-Bacon Act and 29 CFR parts 1 through 7 shall apply if the Project is financed in whole or in part from Federal funds or in accordance with guarantees of a Federal agency or financed from funds obtained by pledge of any contract of a Federal agency to make a loan, grant or annual contribution.

All laborers and mechanics employed or working upon the Site of the Work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the Project), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account, except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3), the full amount of wages and bona fide fringe benefits, or cash equivalents thereof, due at time of payment computed at rates not less than those contained in the applicable wage determination of the Secretary of Labor regardless of any contractual relationship which may be alleged to exist between the Contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of this section, including but not limited to paragraph 27.1.7; also, regular contributions made or costs incurred for more than a weekly period, but not less often than quarterly, under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of Work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4).

Laborers or mechanics performing Work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: *Provided*, that the employer's payroll records accurately set forth the time spent in each classification in which Work is performed. The wage determination including any additional classification and wage rates conformed under this section, including but not limited to paragraph 27.1.6 and the Davis-Bacon poster (WH-1321) shall be posted at all times by the Contractor and its Subcontractors at the Site of the Work in a prominent and accessible place where it can be easily seen by the workers.

- Any class of laborers or mechanics, including helpers, and which is to be employed under the Contract which is not listed in the wage determination shall be classified in conformance with the wage determination. An additional classification and wage rate and fringe benefits will not be approved unless when the following criteria have been met:
  - **13.1.2.1.** The Work to be performed by the classification requested is not performed by a classification in the wage determination; and
  - **13.1.2.2.** The classification is utilized in the area by the construction industry; and
  - **13.1.2.3.** The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.
    - 13.1.2.3.1. If the Contractor and the laborers and mechanics to be employed the in classification (if known), their or representatives, and the District agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the Contractor to the Administrator of the Wage and Hour **Employment** Division. Standards Administration, U.S. Department of Labor, Washington, DC 20210.
  - **13.1.2.4.** In the event the Contractor, the laborers or mechanics to be employed in the classification or their representatives, and the District do not agree on the proposed classification and wage rate (including the amount designated for fringe

benefits, where appropriate), the Contractor shall provide the questions, including the views of all interested parties and the recommendation of the District, to the District for the District's review and referral to the Administrator for determination.

- **13.1.2.5.** The wage rate (including fringe benefits where appropriate) determined pursuant to this section, shall be paid to all workers performing Work in the classification under this Contract from the first day on which Work is performed in the classification.
- **13.1.2.6.** Whenever the minimum wage rate prescribed in any applicable wage determination for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, Contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.
- 13.1.2.7. If the Contractor does not make payments to a trustee or other third person, the Contractor may consider, as part of the wages of any laborer or mechanic, the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, provided that the Secretary of Labor has found, upon the written request of the Contractor, that the applicable standards of the Davis-Bacon Act have been met. If the Secretary of Labor so requires, the Contractor to shall aside in a separate account sufficient assets to meet obligations under the plan or program.
- Withholding. District may, upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the Contractor under this Contract or any other Federal contract with the same Contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same Contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the Contractor or any Subcontractor the full amount of wages required by the Contract. In the event of Contractor's or any Subcontractors' failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the Site of the Work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the Contract, the District may, after written notice to the Contractor, sponsor, applicant, or owner, take such action as it deems necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

- **13.3.** Payrolls and basic records.
  - 13.3.1 Payrolls and basic records relating thereto shall be maintained by the Contractor during the course of the Work and preserved for a period of three years thereafter for all laborers and mechanics working at the Site of the Work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the Contractor shall maintain records that show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected. and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.
    - The Contractor shall submit weekly for each week in which 13.3.1.1. any Contract Work is performed a copy of all payrolls to the District. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information shall be submitted on a form acceptable to the Optional Form WH-347 is available for this District. purpose from the Wage and Hour Division Web site at http://www.dol.gov/esa/whd/forms/wh347instr.htm or its successor site. Contractor is responsible for the submission of copies of payrolls by all Subcontractors. Contractor and Subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the District, the

Contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. Contractor may require a Subcontractor to provide addresses and social security numbers to the Contractor for its own records, without weekly submission to the District or other government agency

- **13.3.1.2.** Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the Contractor or Subcontractor or his or her agent who pays or supervises the payment of the persons employed under the Contract and shall certify the following:
  - 13.3.1.2.1. That the payroll for the payroll period contains the information required to be provided under 29 CFR 5.5 (a)(3)(ii) of Regulations, 29 CFR part 5,
  - 13.3.1.2.2. That the appropriate information is being maintained under 29 CFR 5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and
  - **13.3.1.2.3.** That such information is correct and complete;
  - 13.3.1.2.4. That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the Contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and
  - 13.3.1.2.5. That no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;
  - 13.3.1.2.6. That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of Work performed, as specified in the applicable wage determination incorporated into or applicable to the Contract.
  - **13.3.1.2.7.** The weekly submission of a properly executed certification in the form set forth

on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 27.3.3 of this section.

- 13.3.1.2.8. The falsification of any of the above certifications may subject the Contractor or one or more Subcontractors to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.
- 13.3.1.2.9. The Contractor or Subcontractor shall make the records required under this section available for inspection, copying, transcription by authorized representatives of the District or the federal Department of Labor, and shall permit representatives to interview employees during working hours the job. If the Contractor Subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to the Contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

## **13.4.** Apprentices and trainees

Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the Work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first ninety (90) days of probationary employment as an apprentice in an eligible apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate)

to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job Site in any craft classification shall not be greater than the ratio permitted to the Contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of Work actually performed. In addition, any apprentice performing Work on the job Site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the Work actually performed. Where a Contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the Contractor's or Subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the Contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the Work performed until an acceptable program is approved.

13.4.2 Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to Work at less than the predetermined rate for the Work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job Site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of

fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of Work actually performed. In addition, any trainee performing Work on the job Site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the Work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the Contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the Work performed until an acceptable program is approved.

- **Equal employment opportunity.** The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of <a href="Executive Order 11246"><u>Executive Order 11246</u></a>, as amended, and 29 CFR part 30.
- **13.5.** Compliance with Copeland Act requirements. Contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this Contract.
- 13.6. Subcontracts. The Contractor or Subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as the Federal agency may by appropriate instructions require, and also a clause requiring the Subcontractors to include these clauses in any lower tier subcontracts. The Contractor shall be responsible for the compliance by any Subcontractor or lower tier Subcontractor with all the Contract clauses in 29 CFR 5.5.
- **13.7. Contract termination: debarment.** A breach of the Contract clauses in 29 CFR 5.5 may be grounds for termination of the Contract, and for debarment as a Contractor and a Subcontractor as provided in 29 CFR 5.12.
- **13.8.** Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this Contract.
- **13.9. Disputes concerning labor standards.** Disputes arising out of the labor standards provisions of this Contract shall not be subject to the general disputes clause of this Contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7.

Disputes within the meaning of this clause include disputes between the Contractor (or any of its Subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

# **13.10.** Certification of eligibility.

- 13.10.1 By entering into this Contract, the Contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the Contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).
- 13.10.2 No part of this Contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).
- 13.10.3 Contractor shall be subject to the penalty for making false statements prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.
- **13.11.** Clauses Mandated by Contract Work Hours and Safety Standards Act.

As used in the following paragraphs, the terms laborers and mechanics include watchmen and guards.

- 13.11.1 Overtime requirements. No Contractor or Subcontractor contracting for any part of the Contract Work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such Work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- 13.11.2 Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in the foregoing paragraph the Contractor and any Subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Contractor and Subcontractor shall be liable to the United States for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the foregoing paragraph, in the sum of \$10 for each calendar day on which such individual was required or permitted to Work in excess of the standard workweek of forty hours without payment of the overtime wages required by the foregoing paragraph.
- 13.11.3 Withholding for unpaid wages and liquidated damages. The District may upon its own action or upon written request of an

authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of Work performed by the Contractor or Subcontractor under the Contract or any other Federal contract with the same Contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same Contractor, such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or Subcontractor for unpaid wages and liquidated damages as provided in the forgoing paragraph .

**13.11.4 Subcontracts.** The Contractor or Subcontractor shall insert in any subcontracts the foregoing paragraphs concerning Overtime Requirements and Violation: Liability for Unpaid Wages and Liquidated Damages and also a clause requiring each Subcontractor to include these clauses in any lower tier subcontracts. Contractor shall be responsible for compliance by any Subcontractor or lower tier Subcontractor with the clauses set forth in paragraphs 27.11.1 through 27.11.4 of this section.

# 14. Preliminary Schedule of Values

The preliminary schedule of values shall include, at a minimum, the following information and the following structure:

Replace the following provisions:

- **10.1.1.2.3.** The preliminary schedule of values shall not provide for values any greater than the following percentages of the Contract value:
- **10.1.1.2.3.1.** Mobilization and layout combined to equal not more than [1]%;
- **10.1.1.2.3.2.** Submittals, samples and shop drawings combined to equal not more than [3]%;
- **10.1.1.2.3.3.** Bonds and insurance combined to equal not more than [2]%.
- **10.1.1.2.3.4.** Closeout documentation shall not have a value in the preliminary schedule of values of less than [5]%.

## 15. Underground Survey of Existing Utilities

15.1. The District will to their best ability identify underground utilities, however prior to performing excavation activities the Contractor shall at their sole expense employ the services of a private locator to survey and ascertain the actual locations of existing underground utilities. Should the Contractor damage existing underground utilities during the prosecution of the work, they shall immediately notify the Construction Manager in writing and diligently affect repairs to the damaged utility. The Contractor shall be responsible for all repairs and consequential damages resulting from utility outages cause as a result of the performance of their work.

## 16. Schedule of Operation

- **16.1.** Time is of the essence in the performance of this Contract.
- **16.2.** The Owner shall issue to Contractor a Notice to Proceed designating the starting date on which Contractor shall begin work. The Contractor shall diligently prosecute the work from such date to completion within the time specified in the Contract Documents or any adjustments thereof.
- **16.3.** The Contractor shall not begin work in advance of receiving the Notice to Proceed.
- **16.4.** Construction activities shall be performed between the hours of 7:00 a.m. and 5:00 p.m., Monday through Friday. No work shall be performed outside the above hours without prior written authorization from the Construction Manager.

## 17. Contractor Cooperation

- **17.1.** Within the overall Project, the Contractor shall coordinate their work, as required, with other contractors.
- **17.2.** The Contractor shall remove all stored materials, debris, temporary facilities, or other items that may interfere with the other contractor's ability to perform their work.

## 18. Damage to Existing Work and Work of Other Contractors

**18.1.** Damage to existing construction, equipment, planting, or to work of other contractors, by the Contractor in the performance of their work, shall be replaced or repaired and restored to original condition by the Contractor at the Contractor's expense.

## 19. Temporary Facilities

19.1. The Contractor shall submit a project logistics plan to the Construction Manager for approval within three (3) calendar days from the Notice to Proceed date. The logistics plan shall define how the Contractor plans to control site processes including, but not limited to, means and methods to accommodate temporary utilities, temporary facilities, site traffic, off-site parking, material delivery and material storage, etc.

# 20. Survey Staking

20.1. The Contractor is responsible for providing construction survey stakes at industry standard intervals and/or control points for each element of work typically requiring survey staking, (e.g., rough grade, finish grade, concrete location/elevation, underground utilities, etc.). In addition, any required intermediate staking in addition to the above shall be provided by the Contractor

at their expense. The Contractor shall be responsible for protection of survey stakes and all required re-staking.

# 21. Project Signage

- **21.1.** Contractor shall be responsible to provide, install, and maintain all required project signage. The location and content of project signage must be approved by the Construction Manager prior to installation.
- **21.2.** The Contractor shall include in their bid the cost of all requisite safety and traffic signage.
- **21.3.** Under no circumstances shall Contractor or any of their Subcontractors be allowed to install or otherwise display advertising or similar signage without the express written consent of the Construction Manager.

## 22. Quality Requirements – Testing and Inspection

- 22.1. All work shall be available for inspection and the District's Inspector of Record (IOR) shall have full access to review all work during all working times. The Contractor shall provide all necessary means of access (e.g. ladders, hoists, lifts, etc.) for the IOR to perform their duties. The Contractor shall furnish the IOR with any information necessary to fully inform the Inspector of conditions observed. Inspection does not relieve the Contractor from fulfilling the requirements of the Contract Documents.
- **22.2.** The Contractor shall give written notice to the Inspector of Record, through the Construction Manager, at least forty-eight (48) hours in advance of their readiness for inspection.
- **22.3.** All tests shall be performed under the supervision of the testing laboratory or consultants employed by the District, and at such times as are convenient to the District. The Contractor shall notify the Construction Manager and IOR of the need for off-site tests or inspections, and the Inspector, in conjunction with the Construction Manager will arrange for such tests or inspections.
- 22.4. Whenever the Contractor arranges to work at night or any time when work is conducted other than the normal 40-hour week, or to vary the period during which work is carried out on each day, it shall give the Construction Manager and Inspector a minimum of forty-eight (48) hours notice so that inspection may be provided. If this overtime work is necessitated by the Contractor's error or failure to perform, any premium cost of inspection will be borne by the Contractor.

END OF DOCUMENT

#### **DOCUMENT 01 11 00**

## **SUMMARY OF WORK**

#### PART 1 - GENERAL

#### 1.01 RELATED DOCUMENTS AND PROVISIONS:

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

- A. General Conditions, including, without limitation, Site Access Conditions and Requirements;
- B. Special Conditions.

## 1.02 SUMMARY OF WORK COVERED BY CONTRACT DOCUMENTS

A. The Work of this Contract may consist of but is not limited to the following:

Demolition includes, but not limited to: the removal of the five existing portables including all ramps and paths down to grade, install 4" class II asphalt base (rolled and compacted to 75%). Additive Alternate #1 will include the installation of 2" decomposed granite, to meet adjacent grades. Demolition, removal, and disposal of all asbestos containing materials detailed in the Asbestos Abatement Specifications for Solano Community College, and document 00 01 15 LIST OF DRAWINGS AND TABLES.

## 1.03 CONTRACTS

A. Perform the Work under a single, fixed-price Contract.

#### 1.04 WORK BY OTHERS

- A. Work on the Project that will be performed and completed prior to the start of the Work of this Contract: Not Applicable
- B. Work on the Project that will be performed by others concurrent with the Work of this Contract: Not Applicable

## 1.05 CODES, REGULATIONS, AND STANDARDS

A. The codes, regulations, and standards adopted by the state and federal agencies having jurisdiction shall govern minimum requirements for this project. Where codes, regulations, and standards conflict with the Contract Documents, these conflicts shall be brought to the immediate attention of the District and the Architect.

B. Codes, regulations, and standards shall be as published effective as of date of bid opening, unless otherwise specified or indicated.

### 1.06 PROJECT RECORD DOCUMENTS:

- A. Contractor shall maintain on Site one set of the following record documents; Contractor shall record actual revisions to the Work:
  - 1. Contract Drawings.
  - 2. Specifications.
  - Addenda.
  - 4. Change Orders and other modifications to the Contract.
  - 5. Reviewed shop drawings, product data, and samples.
  - 6. Field test records.
  - 7. Inspection certificates.
  - 8. Manufacturer's certificates.
- B. Contractor shall store Record Documents separate from documents used for construction. Provide files, racks, and secure storage for Record Documents and samples.
- C. Contractor shall record information concurrent with construction progress.
- D. Specifications: Contractor shall legibly mark and record at each product section of the Specifications the description of the actual product(s) installed, including the following:
  - 1. Manufacturer's name and product model and number.
  - 2. Product substitutions or alternates utilized.
  - 3. Changes made by Addenda and Change Orders and written directives.

### 1.07 EXAMINATION OF EXISTING CONDITIONS

- A. Contractor shall be held to have examined the Project Site and acquainted itself with the conditions of the Site or of the streets or roads approaching the Site.
- B. Prior to commencement of Work, Contractor shall survey the Site and existing buildings and improvements to observe existing damage and defects such as cracks, sags, broken, missing or damaged glazing, other building elements and Site improvements, and other damage.

C. Should Contractor observe cracks, sags, and other damage to and defects of the Site and adjacent buildings, paving, and other items not indicated in the Contract Documents, Contractor shall immediately report same to the District and the Architect.

### 1.08 CONTRACTOR'S USE OF PREMISES

- A. If unoccupied and only with District's prior written approval, Contractor may use the building(s) at the Project Site without limitation for its operations, storage, and office facilities for the performance of the Work. If the District chooses to beneficially occupy any building(s), Contractor must obtain the District's written approval for Contractor's use of spaces and types of operations to be performed within the building(s) while so occupied. Contractor's access to the building(s) shall be limited to the areas indicated.
- B. If the space at the Project Site is not sufficient for Contractor's operations, storage, office facilities and/or parking, Contractor shall arrange and pay for any additional facilities needed by Contractor.
- C. Contractor shall not interfere with use of or access to occupied portions of the building(s) or adjacent property.
- D. Contractor shall maintain corridors, stairs, halls, and other exit-ways of building clear and free of debris and obstructions at all times.
- E. No one other than those directly involved in the demolition and construction, or specifically designated by the District or the Architect shall be permitted in the areas of work during demolition and construction activities.
- F. The Contractor shall install the construction security fence and maintain that it will be locked when not in use. Keys to this fencing will be provided to the District.

## 1.09 PROTECTION OF EXISTING STRUCTURES AND UTILITIES

- A. The Drawings show above-grade and below-grade structures, utility lines, and other installations that are known or believed to exist in the area of the Work. Contractor shall locate these existing installations before proceeding with excavation and other operations that could damage same; maintain them in service, where appropriate; and repair damage to them caused by the performance of the Work. Should damage occur to these existing installations, the costs of repair shall be at the Contractor's expense and made to the District's satisfaction.
- B. Contractor shall be alert to the possibility of the existence of additional structures and utilities. If Contractor encounters additional structures and utilities, Contractor will immediately report to the District for disposition of same as indicated in the General Conditions.

## 1.10 UTILITY SHUTDOWNS AND INTERRUPTIONS

- A. Contractor shall give the District a minimum of Fourteen (14) days written notice in advance of any need to shut off existing utility services or to effect equipment interruptions. The District will set exact time and duration for shutdown, and will assist Contractor with shutdown. Work required to re-establish utility services shall be performed by the Contractor.
- B. Contractor shall obtain District's written approval as indicated in the General Conditions in advance of deliveries of material or equipment or other activities that may conflict with District's use of the building(s) or adjacent facilities.

### 1.11 1.11 STRUCTURAL INTEGRITY

- A. Contractor shall be responsible for and supervise each operation and work that could affect structural integrity of various building elements, both permanent and temporary.
- B. Contractor shall include structural connections and fastenings as indicated or required for complete performance of the Work.

PART 2 - PRODUCTS Not Used.

PART 3 - EXECUTION Not Used.

END OF DOCUMENT

#### **DOCUMENT 01 22 00**

### ALTERNATES AND UNIT PRICING

#### PART 1 - ALTERNATES

#### 1.01 RELATED DOCUMENTS AND PROVISIONS:

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

- A. General Conditions
- B. Special Conditions
- C. Bid Form and Proposal
- D. Instruction to Bidders

## 1.02 DESCRIPTION

A. The items of work indicated below propose modifications to, substitutions for, additions to and/or deletions from the various parts of the Work specified in other Sections of the Specifications. The acceptance or rejection of any of the alternates is strictly at the option of the District subject to District's acceptance of Contractor's stated prices contained in this Proposal.

Construction/demolition areas must be cleaned daily and secured as noted in previous specifications.

1. **Alternate 1: Install 2" decomposed granite** – Install 2" decomposed granite in the area shown on Exhibit B.1, to meet adjacent grades.

## 1.03 GENERAL

A. Where an item is omitted, or scope of Work is decreased, all Work pertaining to the item whether specifically stated or not, shall be omitted and where an items is added or modified or where scope of Work is increased, all Work pertaining to that required to render same ready for use on the Project in accordance with intention of Drawings and Specifications shall be included in an agreed upon price amount.

#### 1.04 BASE BID

A. The Base Bid includes all work required to construct the Project completely and accordance with the Contract Documents.

# **PART 2 - UNIT PRICING**

### 2.01 GENERAL

A. Contractor shall completely state all required figures based on Unit Prices listed below. Where scope of Work is decreased, all Work pertaining to the item, whether specifically stated or not, shall be omitted and where scope of Work is increased, all work pertaining to that item required to render same ready for use on the Project in accordance with intention of Drawings and Specifications shall be included in an agreed upon price amount.

# 2.02 UNIT PRICES

A. Furnish unit prices for each of the named items on a square foot, lineal foot, or per each basis, as applies. Unit prices shall include all labor, materials, services, profit, overhead, insurance, bonds, taxes, and all other incidental costs of Contractor, subcontractors, and supplier(s).

# 2.03 Unit pricing for hazardous materials

A. **Table 1:** Bidder to provide unit pricing for the material identified below. The unit price is to include removal and disposal of listed items. This page needs to be included with the bid.

To:	Governing Board of Solano Community College District ("District" or "Owne	r")	
From:			
(Proper Name of Bidder)			

Hazardous Building Materials	Unit Price per Square or Linear Foot
Vinyl Floor Tile and Mastic	\$
Drywall and Joint Compound <1%	\$
Cove Base Mastic	\$
Ceiling Tile Mastic	\$
Asphaltic Vapor Barrier	\$
Roofing Mastics	\$
Roofing Field Materials	\$
Thermal Systems Insulation	\$
Asbestos Containing Cement Pipe	\$
PCB Window Sealant Removal	\$
Lead Paint Abatement	\$

# END OF DOCUMENT

#### **DOCUMENT 01 78 39**

# **RECORD DOCUMENTS**

### PART 1 - GENERAL

#### 1.01 RELATED DOCUMENTS AND PROVISIONS:

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

- A. General Conditions, including, without limitation, Documents on Work;
- B. Special Conditions.

### **PART 2 - RECORD DRAWINGS**

### **2.01 GENERAL:**

- A. As indicated in the Contract Documents, the District will provide Contractor with one set of reproducible (mylars) plans of the original Contract Drawings.
- B. Contractor shall maintain at each Project Site one set of marked-up plans and shall transfer all changes and information to those marked-up plans, as often as required in the Contract Documents, but in no case less than once each month. Contractor shall submit to the Project Inspector one set of reproducible vellums of the Project Record Drawings ("As-Builts") showing all changes incorporated into the Work since the preceding monthly submittal. The As-Builts shall be available at the Project Site. The Contractor shall submit reproducible vellums electronic record document files at the conclusion of the Project following review of the blueline prints.
- C. Label and date each Record Drawing "RECORD DOCUMENT" in legibly printed letters.
- D. All deviations in construction, including but not limited to pipe and conduit locations and deviations caused by without limitation Change Orders, Construction Claim Directives, RFI's, and Addenda, shall be accurately and legibly recorded by Contractor.
- E. Locations and changes shall be done by Contractor in a neat and legible manner and, where applicable, indicated by drawing a "cloud" around the changed or additional information.

### 2.02 RECORD DRAWING INFORMATION:

- A. Contractor shall record the following information:
  - 1. Locations of Work buried under or outside each building, including, without limitation, all utilities, plumbing and electrical lines, and conduits.
  - 2. Actual numbering of each electrical circuit.
  - 3. Locations of significant Work concealed inside each building whose general locations are changed from those shown on the Contract Drawings.
  - 4. Locations of all items, not necessarily concealed, which vary from the Contract Documents.
  - 5. Installed location of all cathodic protection anodes.
  - 6. Deviations from the sizes, locations, and other features of installations shown in the Contract Documents.
  - 7. Locations of underground work, points of connection with existing utilities, changes in direction, valves, manholes, catch basins, capped stubouts, invert elevations, etc.
  - 8. Sufficient information to locate Work concealed in each building with reasonable ease and accuracy.

In some instances, this information may be recorded by dimension. In other instances, it may be recorded in relation to the spaces in the building near which it was installed.

- B. Contractor shall provide additional drawings as necessary for clarification.
- C. Contractor shall provide reproducible record drawings, made from final Shop Drawings marked "No Exceptions Taken" or "Approved as Noted."

### **PART 3 - RECORD SPECIFICATIONS**

#### **3.01 GENERAL:**

Contractor shall mark each section legibly to record manufacturer, trade name, catalog number, and supplier of each Product and item of equipment actually installed.

# PART 4 - MAINTENANCE OF RECORD DOCUMENTS

# 4.01 GENERAL

- A. Contractor shall store Record Documents apart from documents used for construction as follows:
  - 1. Provide files and racks for storage of Record Documents.
  - 2. Maintain Record Documents in a clean, dry, legible condition and in good order.
- B. Do not use Record Documents for construction purposes.

PART 5 - PRODUCTS Not Used.

END OF DOCUMENT

#### **SECTION 02 00 70**

#### GENERAL BUILDING DEMOLITION

PART 1 – GENERAL

#### 1.01 DESCRIPTION

- A. This Section describes the requirements for the work of selective demolition and subsequent offsite disposal of Building 1100 indicated on drawings and as required.
- B. All work shall comply with environmental protection agency (EPA) rules and regulations governing universal waste (UW): 40 CFR 273, as published in the most recent edition of the federal register. Additionally, all work and work related practices shall comply with applicable federal, state and local rules and regulations including, but not limited to, the California department of industrial relations, California code of regulations (CCR) title 8, division 1, chapter 4; department of health services, CCR title 22, division 4.5 and California health and safety code, division 20. Where conflicts occur, compliance shall be based upon the most stringent requirements.
- C. This Section specifies requirements for removal of Universal Waste (UW) materials. The Contractor shall coordinate all abatement work with the specifications. During all work, provide monitoring and worker protective equipment in accord with the California Occupational Safety and Health Administration (Cal-OSHA) and as required by this section and all other sections of the Specifications. Where there is conflict, the most stringent requirement shall apply.
- D. The work covered by this specification section includes the removal of UW including, but not limited to, stucco, non hazardous roofing, ceiling tiles, insulation

# 1.02 SUBMITTALS

- A. Schedule indicating proposed sequence of operations for selective demolition work prior to start of work. Include coordination for shutoff, capping and continuation of utility services as required together with details for dust and noise control protection.
  - 1. Provide detailed sequence of demolition and removal work to ensure uninterrupted use of the existing facility. Obtain Owner's approval of proposed schedule before commencing work.
  - 2. Hazardous materials abatement will be performed by contractor prior to demolition. Abatement of any hazardous materials, which are uncovered during demolition, shall be coordinated with Owner's representative.

### 1.03 JOB CONDITIONS

A. Occupancy: Owner will not occupy and/or use portions of the buildings immediately adjacent to area of demolition. Conduct demolition work in manner that will minimize

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DRAWINGS

- need for disruption of normal operations. Provide minimum of 72-hours advance notice to Owner of demolition activities that will affect normal site operations.
- B. Condition of Structures: Owner assumes no responsibility for actual condition of items or structures to be demolished.
  - 1. Conditions existing at time of inspection for bidding purposes will be maintained by Owner insofar as practicable. However, minor variations within structure may occur by vandalism prior to start of demolition work.
- C. Partial Demolition and Removal: Items indicated to be removed but salvageable value to Contractor may be removed from structure as work progresses. Transport salvaged items from site as they are removed.
  - 1. Storage or sale of removed items on site will not be permitted.
- D. Protections: Provide temporary barricades and other forms of protection to protect other adjacent buildings and the public from injury due to demolition work.
  - 1. It's essential to that there be no interruption of critical systems such as normal and emergency power, fire alarm and protection and other critical systems, in addition to the normal operation of the site facilities without prior written approval from Owner.
  - 2. Provide protective measures as required to maintain free and safe passage of the site personnel.
  - 3. Erect a plainly visible fence around drip line of individual trees or around perimeter drip line of groups of trees.
  - 4. Construct temporary dustproof partitions, as indicated, where required to separate areas where noisy or extensive dirt or dust operations are performed from surrounding areas. Do not commence site clearing operations until temporary erosion and sedimentation control measures are in place.
  - 5. Remove protections at completion of work.
- E. Damages: Promptly repair damages caused to adjacent facilities or utilities by demolition work.
- F. Traffic: Conduct selective demolition operations and debris removal to ensure minimum interference with roads, streets, walks, and other adjacent occupied or used facilities.
  - 1. Do not close, block, or otherwise obstruct streets, walks, or other occupied or used facilities without written permission from authorities having jurisdiction. Provide alternate routes around closed or obstructed traffic ways if required by governing regulations.

- G. Utility Services: Maintain existing utilities indicated to remain in service and protect them against damage during demolition operations.
  - 1. Do not interrupt utilities serving the site, except when authorized in writing by the Owner. Provide temporary services during interruptions to existing utilities, as acceptable to the Owner.
  - 2. Maintain fire protection services during selective demolition operations.
  - 3. Contact USA 24 hours prior to digging.
- H. Environmental Controls: Use temporary enclosures and other methods to limit dust and dirt migration. Comply with governing regulations pertaining to environmental protection.

# I. Inspections:

- 1. Prior to starting demolition, make inspection and report observable defects and structural weaknesses of construction designated for demolition, of adjacent structures, and of other improvements to remain. If unsatisfactory conditions exist, do not commence demolition until appropriate determinations have been made.
- As demolition progresses, periodically inspect structures for adverse conditions and for damage. Immediately notify the Architect and/or Owner if damage is noticed, and stop operations at that location until appropriate determinations have been made.
- 3. Following demolition, make inspection and report defects and structural weaknesses of structure partially demolished, cut, or removed, of adjacent structures, and of improvements remaining.
- 4. The Owner and the Architect will accompany the Contractor on his inspections before and after demolition to confirm the physical condition of structures and improvements involved.

#### PART 2 – PRODUCTS

Not Used

### PART 3 – EXECUTION

#### 3.01 PREPARATION

- A. General: Provide interior shoring, bracing, or support to prevent movement, settlement, or collapse of areas to be demolished and adjacent facilities to remain.
  - 1. Cease operations and notify the Owner immediately, if safety of structure appears to be endangered. Take precautions to support structure until determination is made for continuing operations.

- 2. Existing Utilities: Maintain utility services to remain and protect from damage during demolition operations.
- 3. Erect and maintain dustproof partitions and closures as required to prevent spread of dust or fumes to adjacent properties.
- 4. Locate, identify, cap, and disconnect utility services that are not indicated to remain.
- 5. Provide bypass connections as necessary to maintain continuity of service to active utilities that transect property. Provide minimum of 72-hours advance notice to Owner if shutdown of service is necessary during changeover.

#### 3.02 DEMOLITION

- A. General: Perform selective demolition work in a systematic manner. Use such methods as required to complete work indicated in accordance with demolition schedule and governing regulations. Remove items designated for demolition within the limits of work indicated, and as required to perform the work. Do not remove anything beyond the limits of demolition indicated without the prior written approval of the Owner. If in doubt whether to remove an item, obtain written approval before proceeding.
  - 1. Provide services for effective air and water pollution controls as required by authorities having jurisdiction.
  - 2. At concrete, stucco, mechanical, and other materials where edges of cuts and holes will remain exposed in the completed work, make cuts using power-sawing and -coring equipment. Do not overcut at corners of cut openings; saw overruns will not be permitted. Core hole at corner of proposed openings to insert blade and chip square.
  - 3. Upon completion of demolition, clean remaining surfaces of loose particles and dust.
- B. If unanticipated mechanical, electrical, or structural elements that conflict with intended function are encountered, investigate and measure both nature and extent of the conflict. Submit report to Owner in written, accurate detail. Pending receipt of directive from Owner, rearrange demolition schedule as necessary to continue overall job progress without undue delay.
- 1. Site Access and Temporary Controls: Conduct building demolition and debris-removal operations to ensure minimum interference with roads, streets, walks, walkways, and other adjacent occupied and used facilities.
  - a. Do not close or obstruct streets, walks, walkways, or other adjacent occupied or used facilities without permission from Owner and authorities having jurisdiction. Provide alternate routes around closed or obstructed traffic ways of required by authorities having jurisdiction.
  - b. Use water mist and other suitable methods to limit spread of dust and construction debris. Provide construction barrier at perimeter during

stucco demolition. Comply with governing environmental-protection regulations. Do not use water when it may damage adjacent construction or create hazardous or objectionable conditions, such as ice, flooding and pollution.

- 2. Explosives: Use of explosives is not permitted without specific Owner approval.
- 3. Salvage: Items to be salvaged are indicated on Drawings OR below, as directed.
  - a. Doors and door hardware
  - b. Windows
  - c. Cabinets
  - d. Mirrors
  - e. Chalkboards
  - f. Plumbing fixtures
  - g. Other items as directed
- 5. Below-Grade Construction
  - a. Not used. Demolition of buildings to include entire structure, including any below-grade footings and/or construction.
- 6. Existing Utilities:
  - a. Abandon existing utilities and below-grade utility structures greater than 18" in depth. Cut and cap utilities flush with grade outside limit of demolition.
  - b. Demolish existing utilities and below-grade utility structures to 18" and less within limit of demolition area. Abandon utilities outside this area.
    - (1) Fill abandoned utility structures with satisfactory soil materials OR recycled pulverized concrete, as directed.
    - (2) Piping: Disconnect piping at unions, flanges, valves, or fittings if recycling materials.
    - (3) Wiring Ducts: Disassemble into unit lengths and remove plug-in and disconnecting devices if recycling materials.

#### 3.03 SALVAGED MATERIALS

- A. Salvaged Items:
  - a. Furnish labor, containers, transportation and payment of any disposal fees for materials removed during demolition and identified to be recycled. Listed below are typical examples of non-hazardous materials to be recycled:
    - 1. Cellulous Materials
    - 2. Clean dimensional wood
    - 3. Concrete/Brick/Concrete Block/Asphalt
    - 4. Scrap Metal/Copper/ Steel/Aluminum
    - 5. Glass
    - 6. Fixtures plumbing/mechanical/electrical

- B. The Owner has identified known hazardous substances on this project. Comply with requirements listed in the following Sections:
- 1. Section 02080 Hazardous Materials Management

#### 3.04 WASTE MANAGEMENT PLAN

- A. Waste Management Plan: Within 28 working days after the Notice to Proceed and prior to any waste removal. Comply with requirements listed in Section 01515. Submittal shall include:
  - 1. Materials to be recycled.
  - 2. Site plan for placement of waste containers.
- B. Waste Management Progress Report:
  - 1. Submit with each Application for Payment an updated Waste Management Progress Report, which includes a summary of waste materials (recycled, salvaged, reused, disposed, etc.) by the Project. The Progress Report shall contain the amount of material (in metric tons, preferably, or cubic yards) and the destination (landfill facility, material recovery facility, transfer station, used building materials yard, etc.).

# 3.05 WASTE MANAGEMENT IMPLEMENTATION

- A. Proceed with the following actions to implement waste management plan.
  - 1. Distribute copies of the Waste Management Plan to the Owner's Representative.
  - 2. Designate an on-site person responsible for instructing workers and overseeing sorting and recording of waste/recyclable materials.
  - 3. Recycling and waste bin areas shall be limited to areas approved on the Waste Management Plan. Recycling and waste bins are to be kept neat and clearly marked in order to avoid contamination of materials. The requirement for separation on site may be waived if the Contractor can demonstrate that there is insufficient space to accommodate it.

### 3.06 DISPOSAL OF DEMOLISHED MATERIALS

A. Segregate waste streams for recycling; remove from the project site debris, rubbish, and other materials resulting from demolition operations. Transport and legally dispose off site.

#### 3.07 CLEANUP AND REPAIR

A. General: Upon completion of demolition work, remove tools, equipment, and demolished materials from site. Remove protections and leave area level.

B. Repair demolition performed in excess of that required. Return elements of construction and surfaces to remain to condition existing prior to start operations. Repair adjacent construction or surfaces soiled or damaged by demolition work.

**END OF SECTION 02070** 

