D-4012 PE-K Complex Demolition – Phase 0

CONTRA COSTA COMMUNITY COLLEGE DISTRICT

August 7, 2019
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DIABLO VALLEY COLLEGE CAMPUS MAP

updated 8-18-16

phone: 925-685-1230  police services: 925-686-5547  www.dvc.edu
NOTICE IS HEREBY GIVEN that the Governing Board of the Contra Costa Community College District (District), Martinez, California, will receive sealed bid proposals for the furnishing of all labor, materials, equipment, transportation and services for the construction of the project entitled **D-4012 PE-K Complex – Demolition Phase 0**.

**Construction Estimate:** $250,000

**Project Scope**
Complete hazardous material removal and demolition of the following:
- Storage trailer – 12’x40’ modular storage building.
- Utility Building – 15’x 22’
- Adjacent miscellaneous site structures and accessories

**Estimated Start:** October/November, 2019

**IMPORTANT INFORMATION:**

**Bids Due No Later Than:** August 27, 2019 (prior to 2:00PM)

**Bids Must Be Received at:** Contra Costa Community College District (Lobby)
500 Court St, Martinez, CA 94553

**Pre-Bid RFIs Due:** August 19, 2019, 2019 (prior to 5:00pm)

**Pre-Bid Meeting and Job Walk (MANDATORY):** August 15, 2019 at 11:00AM
Pre-Bid Meeting Location:
DVC Parking Lot 1 (near Stadium Press Box)
Diablo Valley College
321 Golf Club Road
Pleasant Hill, CA 94523

The District does not provide hardcopies of bid documents or reimburse cost of printing, delivery, or any expenses related to the bidding process.

For information directly from the District, you may also log on to the District Website: [http://www.4cd.edu/webapps/PurchasingViewBids/default.aspx](http://www.4cd.edu/webapps/PurchasingViewBids/default.aspx). Project documents available include, but are not limited to, plans, specifications, addenda, bidders lists, bid results, etc., and can be viewed on this District webpage. Builders Exchanges around Northern California are also notified.
All questions related to this project must be in writing and are directed to:
To: Ben Cayabyab – Contracts Manager (CCCCD)
Email: bcayabyab@4cd.edu

Cc: P.J. Roach – Project Manager (CCCCD)
Email: proach@4cd.edu

Bids must be received by the District prior to the time and by the date noted above. Bids that are not received by the District prior to the time and by the date noted above will not be accepted and will be returned to the Bidder unopened.

This project is a public works project and is subject to prevailing wage rate laws.

The Governing Board of the Contra Costa Community College District reserves the right to reject any and all bids and/or waive any informality or irregularity in any bid received. No bidder may withdraw their Bid for a period of ninety (90) days after the date set for opening thereof.

END OF SECTION 00100
SECTION 00200

INSTRUCTIONS TO BIDDERS

1.1 ISSUING OF DOCUMENTS
   A. All project bid documents are available on the District Purchasing website. All project
document updates and addendum will be posted on the website. Contractor is responsible for
checking the website for updates.

   http://www.4cd.edu/webapps/PurchasingViewBids/default.aspx

1.2 QUALIFICATIONS OF BIDDERS
   A. All bidders shall be prequalified specifically for this project through District’s separate
prequalification process. Previous prequalification for other District projects DOES NOT
prequalify Contractor for this project. A list of prequalified bidders is posted on the District
Purchasing website.

1.3 RECEIPT AND OPENING OF BIDS
   A. Contra Costa Community College District, hereinafter referred to as the “District”, will receive
Bids at the time and place specified in the Notice inviting Bids.
   B. Complete the Bid Form included in the Project Manual.
   C. The envelopes containing the Bids shall be sealed, addressed to the District, and designated
as “D-4012 PE-K Complex Demolition Phase 0 - Diablo Valley College”. The envelope shall
contain the name and address of the Bidder.
   D. Bids that are mailed shall have the previously described envelope placed inside an envelope
addressed to: CONTRA COSTA COMMUNITY COLLEGE DISTRICT, 500 Court Street, Martinez, CA
94553 ATTENTION: BEN CAYABYAB, Contracts Manager. Bids should be mailed in time to be
received prior to the time set forth in the Advertisement for Bids.
   E. Bids which are conditional (or which make alterations, omissions, or reservations to the terms
of the Bidding Documents) may be rejected as non-responsive.
   F. All monetary figures are required, both in writing and in numerals. In the event of conflict
between written quotations and numerical quotations, written quotations shall govern.
   G. Type or print all bid data legibly in ink, except signatures, which shall be in script. Mistakes
may be crossed out and corrections inserted. All corrections should be initialed in ink by signer
of Bid.
   H. Bidder’s business address and signature shall be on the Bid. A Bid by a partnership shall furnish
the full names of partners and be signed in the partnership name by one member of the
partnership, or by an authorized representative, followed by the signature and designation of
the person signing. Bids by corporations, with corporate seal affixed, shall be signed with the
legal name of the corporation followed by the name of the state of incorporation and by the
signature and designation of the person authorized to bind it to the matter. The name of each
person signing shall also be typed or printed below the respective signatures. When required
by the District, satisfactory evidence of authority of the office signing on behalf of the
corporation shall be furnished.
   I. No Bids will be received after the date and time set forth in the Notice Inviting Bids.
1.4  BID SECURITY  
  A. Submit with the Bid a Bid Security in the amount of 10 percent (10%) of the Bid.  
  B. The District reserves the right to forfeit the Bid Bond submitted for failure of the successful bidder to secure Payment & Performance Bonds.  

1.5  SURETY BONDS  
  A. The successful Bidder shall furnish a Labor and Material Payment Bond in the amount equal to one hundred percent (100%) of the Contract Price and a faithful Performance Bond in the amount equal to 100 percent (100%) of the Contract Price as security for the successful performance of the work and payment of persons performing labor and furnishing materials. The Bonds shall be executed by a surety company or companies acceptable to the District and authorized to execute such in the State in which the Project is located and shall be furnished within 10 days after Notice of Acceptance of said Bid. Surety shall be made in favor of the District and shall cover the guarantee periods as well as the construction period.  

1.6  WITHDRAWAL OR REVISIONS OF BID  
  A. This Bid may be withdrawn or revised prior to the scheduled time for receipt. Bids not withdrawn prior to the scheduled time for receipt may not be withdrawn for a period of 90 days.  

1.7  BID PROTESTS  
  A. Inquiries or questions based on alleged patent ambiguity of the plans, specifications or estimate must be communicated as a bidder inquiry prior to bid opening. Any such inquiries or questions, submitted after bid opening, will not be treated as a bid protest.  
  B. Bidder may file a protest with the District against the Bid of other Bidder or Bidders (“Bid Protest”) subject to the provisions of this Article. The procedures and time limits set forth in this Article are mandatory and are a Bidder’s sole and exclusive remedy in protesting other Bidders’ bids. Failure to comply with these procedures shall constitute a waiver of any right to pursue a Bid Protest, or to contest the District’s award of the contract for the work that is the subject of the Bid, in any legal proceeding before any authority with jurisdiction.  
  C. Bid Protests and Responses shall be governed by the following time limitations:  
    1. Bidder must deliver any Bid Protest to the District in writing before 2:00PM, five (5) working days after the date of bid opening. The District will reject any Bid Protest not received by the District by this deadline. Bidder must concurrently deliver a copy of its Bid Protest to all Bidders against whose Bids the Bid Protest is directed. The Bidder must include with its Bid Protest written proof to the District’s satisfaction that Bidder has delivered a copy of its Bid Protest to the other Bidder whose bid is the subject of the Bid Protest.  
    2. A Bidder whose Bid is the subject of a Bid Protest must deliver its written response, if any, (“Response”) to the District, before 2:00PM, five (5) working days after the date the Bidder received the Bid Protest. The District will reject any Response not received by the District by this deadline.
D. Delivery of Bid Protest or Response:
   1. Bidder may deliver a Bid Protest to the District by personal delivery or electronic transmission such as email. Bidder is solely responsible for ensuring that the District receives any Bid Protest or Response by the deadlines set forth herein.
   2. The District will not consider Bid Protests or Responses by telephone conversation or any other non-written communication.
   3. Bidder shall submit any Bid Protest or Response in writing to:
      Ben Cayabyab, Contracts Manager
      Contra Costa Community College District, 500 Court Street, Martinez, CA 94553.
      Email: bcayabyab@4cd.edu

E. Content of Bid Protest:
   1. A Bid Protest must state the basis for the protest and provide supporting evidence.
   2. A Bid Protest must refer to the specific portion of the Bid that forms the basis of the protest.
   3. A Bid Protest must include the name, address, and telephone number of the person representing the protesting Bidder.
   4. A Bid Protest must be clearly identified as a Bid Protest.

1.8 AWARD AND REJECTION OF BIDS
A. In awarding or rejecting Bids, the District reserves the following rights:
   1. Identification of successful Bidder will not be determined at time of opening Bids.
   2. To obtain opinion of counsel on legality and sufficiency of bids.
   3. To reject all Bids, to re-bid, or waive irregularities or informalities in a Bid, and to accept or reject alternates.
   4. Request proof that the successful Bidder can provide performance and payment bonds as required.

1.9 EXAMINE DOCUMENTS AND VISIT SITE
A. Before submitting a Bid, the Bidder shall examine the Bidding Documents, visit the site of the work, attend the required site visit arranged by the District, ascertain existing conditions and limitations, including those of labor, and include in the Bid a sum to cover the cost of all items described in the Contract Documents. By submitting a bid, Contractor confirms that they have visited the site and examined the existing conditions and limitations.
B. No consideration will be granted for alleged misunderstanding of the materials to be furnished or work to be done. The tender of a Bid carries with it the agreement to terms and conditions referred to in the Contract Documents.

1.10 DISCREPANCIES, AMBIGUITIES, OR CONFLICTS
A. If the Bidder is in doubt as to the true meaning of any part of the Contract Documents; finds discrepancies, errors or omissions therein; or finds variances in any of the Contract Documents with applicable rules, regulations, ordinances and/or laws, a written request for an interpretation or correction thereof must be submitted to the District’s Contract Manager.
Bidders are solely responsible for submitting to District’s Contract Manager such request. Ambiguities or inconsistencies arising as a result of separation of sections or portions of the drawings or specifications by or for subcontractor bidding shall not relieve the Contractor for providing the complete Work without increase to or adjustment in the Contract Price or the Time for performance. Interpretations or corrections of the Contract Documents will be by written addendum issued by the Architect. No person is authorized to render an oral interpretation or correction of any portion of the Contract Documents to any Bidder, and no Bidder is authorized to rely on any such oral interpretation or correction. Failure to request interpretation or clarification of any portion of the Contract Documents pursuant to the foregoing is a waiver of any discrepancy, defect or conflict therein.

1.11 ADDENDA
   A. Cost for work included in any Addenda issued during the time of bidding shall be included in the Bid, and will become a part of the Contract. List Addenda received as indicated on the Bid Form.

1.12 FORM OF AGREEMENT
   A. The form of agreement to be used for the Contract is provided by the District and is included in the Project Manual.

1.13 AWARD OF CONTRACT
   A. The District will be allowed a period of ninety (90) days after Bid Opening Date for evaluating the Bids.
   B. Bidders of record will be notified of the results of the District’s evaluation of bids and Award of Contract, if any.
   C. The Contractor shall begin work within ten (10) calendar days of receipt of Notice to Proceed.

END OF SECTION 00200
SECTION 00210

INFORMATION AVAILABLE TO BIDDERS

PART 1 - REPORT AND INFORMATION

1.1 Existence of reports, record drawings, and utility surveys: Contra Costa Community College District, its consultants, and prior contractors may have collected documents providing a general description of the site and conditions of the work. These documents may consist of geotechnical reports for and around the site, record drawings, utility drawings, and information regarding underground utilities. These reports, documents and other information are not part of the Contract Documents and do not show new work to be constructed, rather, they show existing conditions that Contractor may have to address as part of its construction planning.

1.2 Available Documentation: The following existing documentation is available for review through District office for this project:

A. Physical Education Office Building As-Built Drawings
B. Gymnasium Building As-Built Drawings
C. Concessions/Restroom Building Plans
D. Campus Utility Maps
E. Pre-Renovation Hazardous Materials Survey, D-4012 PEK Complex, dated July 23, 2018

1.3 The District and Architect assume no responsibility for the completeness or accuracy of the documents or the records compiled there from and the interpretations made from the documents. There is no express or implied guarantee that the conditions indicated in the

1.4 Documents are representative of those existing throughout the building and/or site Conditions differing substantially from those indicated may be encountered.

END OF SECTION 00210
SECTION 00300
BID PROPOSAL FORM

PROJECT NUMBER / NAME: D-4012 PE-K Complex Demolition Phase 0

CAMPUS / LOCATION: Contra Costa College, 2600 Mission Bell Drive, San Pablo, CA. 95806

DISTRICT: CONTRA COSTA COMMUNITY COLLEGE DISTRICT
500 Court St, Martinez, CA 94553

Herein Referred to as "District"

1. INTRODUCTION

A. The Bidder proposes to perform the Work for the Contract Sum and within the proposed Contract Time, based upon an examination of the site and the Bid and Contract Documents.

B. The Bidder certifies this Bid is submitted in good faith.

C. The Bidder agrees that the Contract Sum and other proposed terms will be considered in evaluating Bids and may be negotiated and adjusted before awarding of Contract.

D. A fully executed Statement of Bidder's Qualifications signed by an authorized officer of the Bidder submitting the Bid shall be attached to the Bid Form.

E. A fully executed Non-Collusion Affidavit signed by an authorized officer of the Bidder submitting Bid shall be attached to the Bid Form.

F. The District shall award the contract to the lowest responsive and responsible Bidder. The evaluation of the low bid shall be based on the total of Item 2.A Base Bid.

G. The District reserves the right to award the Additive/Deductive Alternates, if any, through change orders as budget allows within 30 calendar days after the Award of Contract.

2. CONTRACT SUM

A. BASE BID
For labor, materials, bonds, fixtures, equipment, tools, transportation, services, sales taxes, and other costs necessary to complete the general construction in accordance with the Contract Documents, for a stipulated Contract Sum in the amount of:

____________________________________________Dollars ($__________________________
3. COMPLETION TIME

A. For establishing the Date of Final Completion the contract time for the Base Bid shall be as indicated in Section 00600, Construction Agreement. This time may be subject to modification to facilitate the work, as mutually agreed upon at a later date.

B. The Bidder certifies that the Bid is based on the Contract Time for completion as stated in Section 00600, Construction Agreement. Bidder further certifies that the Base Bid amount is sufficient to cover all labor, materials, central office and construction site overhead, profit, and all other costs related to the completion of the Project for the entire Project construction time for both the General Contractor and all Subcontractors, as stated above in paragraphs 2 and 3.

4. ADDENDA

A. The Bidder acknowledges receipt of the following Addenda, and certifies the Bid has provided for all modifications and considerations required therein.

   None [ ]

   Addendum No.: ________ dated ________________

   Addendum No.: ________ dated ________________

   Addendum No.: ________ dated ________________

   Addendum No.: ________ dated ________________

   Addendum No.: ________ dated ________________

B. List of Additional Addenda Attached: Yes [    ] No. [    ].

5. DESIGNATION OF SUBCONTRACTORS

A. The Bidder has set forth a complete list indicating the type of work, name, and business address of each Subcontractor who will perform work in excess of one-half of one percent of the Contract Sum.

B. Any portion of the work in excess of the specified amount having no designated Subcontractor shall be performed by the Bidder.

C. Substitution of listed Subcontractors will not be permitted unless approved in advance by the District.

D. Prior to signing the Contract, the District reserves the right to reject any listed Subcontractor.
<table>
<thead>
<tr>
<th>Type of Work</th>
<th>Subcontractor's Name</th>
<th>Business Address/Phone</th>
<th>CSLB License # and DIR Registration #</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td></td>
<td></td>
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<tr>
<td>2</td>
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<tr>
<td>3</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

E. Complete list of Subcontractors is attached: Yes [ ] No [ ]

F. Continuation list of Subcontractors is attached: Yes [ ] No [ ]

6. ACCEPTANCE AND AWARD

A. The District reserves the right to reject this Bid and to negotiate changes before or after execution of the Contract. This Bid shall remain open and shall not be withdrawn for a period of 90 days after Bid Opening date.

B. If written notice of acceptance of this Bid is mailed or delivered to the Bidder within 90 days after the date set for the receipt of this Bid, or other time before it is withdrawn, the Bidder will execute and deliver to the District a Contract prepared by the District with the required Surety Bonds and Certificates of Insurance, within 10 days after personal delivery or deposit in the mail of the notification of acceptance.

C. Notice of acceptance or request for additional information may be addressed to the Bidder at the address provided.

7. BID SECURITY

A. The required 10 percent (10%) Bid Security for this Bid is attached in the form of:

( ) Bid Bond Issued By: ________________________________

( ) Certified or Cashier's Check No. ________________________________

Issued by: ________________________________

8. BIDDER'S BUSINESS INFORMATION

A. Individual [ ]:

______________________________________________

Personal Name: ________________________________
Business Name: ________________________________

Address: ______________________________________

_________________ Zip Code: ________________

Telephone: ____________________________________

Fax Number: __________________________________

B. Partnership [ ]: ______________________________

Co-partners’ Names: ______________________________

Business Name: ________________________________

Address: ______________________________________

_________________ Zip Code: ________________

Telephone: ____________________________________

Fax Number: __________________________________

C. Corporation [ ]: ______________________________

Firm Name: ________________________________

Address: ______________________________________

_________________ Zip Code ______________

Telephone: ____________________________________

Fax Number: __________________________________

State of Incorporation: ________________________________

President: ________________________________

Secretary: ________________________________

Treasurer: ________________________________
Manager: 

D. Power of Attorney: Name: ____________________________

Title: ____________________________

E. Contractor License No. ______State of ___________

F. Bidder is submitting this proposal on behalf of a Joint Venture. Names, license numbers, and relevant information are given on a separate attachment:

Yes [   ] No [   ].

G. Upon request, furnish appropriate documentation to substantiate and/or support the data given.

9. The undersigned hereby certifies under penalty of perjury under the laws of the State of California that all the information submitted by the Bidder in connection with this Bid and all the representations herein made are true and correct.

Executed this day of __________________________

________________________________

CSLB License No Expiration Date DIR Registration No.

Firm Name

Signature

By (Print or Type Name)

Title

End of Section 00300
NONCOLLUSION AFFIDAVIT

(TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID)

State of California

County of Contra Costa

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

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

Date: __________________________ Signature: _________________________________

State of California
Count of Contra Costa

On ________________, before me, ____________________________, Notary Public personally appeared __________________________________________, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing is true and correct.

WITNESS my hand and official seal.

Date: __________________________ Signature: _________________________________

END OF SECTION 00350
SECTION 00500

BID SECURITY FORMS

1.1 The Bid Security Form to be used for this project:

Bid Bond, AIA Document A310

1.2 The Bid Security Form shall be considered part of this Project Manual as if bound herein.

1.3 The Performance Bond and the Payment Bond forms to be used for this project are included in the following pages:
PAYMENT BOND
(CALIFORNIA PUBLIC WORK)

KNOW ALL MEN BY THESE PRESENTS:

THAT WHEREAS, the Contra Costa Community College District (sometimes referred to hereinafter as “Obligee”) has awarded to ______________________________ (hereinafter designated as the “Principal” or “Contractor”), an agreement for the work described as follows:

____________________________________ (hereinafter referred to as the “Public Work”); and

WHEREAS, said Contractor is required to furnish a bond in connection with said Contract, and pursuant to California Civil Code Section 9550;

NOW, THEREFORE, We, _______________________________, the undersigned Contractor, as Principal; and ________________________________, a corporation organized and existing under the laws of the State of ________________, and duly authorized to transact business under the laws of the State of California, as Surety, are held and firmly bound unto the Contra Costa Community College District and to any and all persons, companies, or corporations entitled by law to file stop notices under California Civil Code Section 9100, or any person, company, or corporation entitled to make a claim on this bond, in the sum of ________________ Dollars ($_____________), said sum being not less than one hundred percent (100%) of the total amount payable by said Obligee under the terms of said Contract, for which payment will and truly to be made, we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that if said Principal, its heirs, executors, administrators, successors, or assigns, shall fail to pay any person or persons named in Civil Code Section 9100; or fail to pay for any materials, provisions, or other supplies, used in, upon, for, or about the performance of the work contracted to be done, or for any work or labor thereon of any kind, or for amounts due under the Unemployment Insurance Code, with respect to work or labor thereon of any kind; or shall fail to deduct, withhold, and pay over to the Employment Development Department, any amounts required to be deducted, withheld, and paid over by Unemployment Insurance Code Section 13020 with respect to work and labor thereon of any kind, then said Surety will pay for the same, in an amount not exceeding the amount herein above set forth, and in the event suit is brought upon this bond, also will pay such reasonable attorneys’ fees as shall be fixed by the court, awarded and taxed as provided in California Civil Code Sections 9550 et seq.

This bond shall inure to the benefit of any person named in Civil Code Section 9100 giving such person or his/her assigns a right of action in any suit brought upon this bond.

It is further stipulated and agreed that the Surety of this bond shall not be exonerated or released from the obligation of the bond by any change, extension of time for performance, addition, alteration or modification in, to, or of any contract, plans, or specifications, or agreement pertaining or relating to any scheme or work of improvement herein above described; or pertaining or relating to the furnishing of labor, materials, or equipment therefor; nor by any change or modification of any terms of payment or extension of time for payment pertaining or relating to any scheme or work of improvement herein above described; nor by any rescission or attempted rescission of the

Contra Costa Community College District
Diablo Valley College
D-4012 PE-K Complex – Demolition Phase 0
contract, agreement or bond; nor by any conditions precedent or subsequent in the bond attempting to limit the right of recovery of claimants otherwise entitled to recover under any such contract or agreement or under the bond; nor by any fraud practiced by any person other than the claimant seeking to recover on the bond; and that this bond be construed most strongly against the Surety and in favor of all persons for whose benefit such bond is given; and under no circumstances shall the Surety be released from liability to those for whose benefit such bond has been given, by reason of any breach of contract between the Obligee and the Contractor or on the part of any obligee named in such bond; that the sole condition of recovery shall be that the claimant is a person described in California Civil Code Sections 9100, and who has not been paid the full amount of his or her claim; and that the Surety does hereby waive notice of any such change, extension of time, addition, alteration or modification herein mentioned.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this ____________ day of ____________, 20____.

PRINCIPAL/CONTRACTOR:

______________________________

By: ____________________________

SURETY:

______________________________

By: ____________________________

Attorney-in-Fact
IMPORTANT: THIS IS A REQUIRED FORM.

Surety companies executing bonds must possess a certificate of authority from the California Insurance Commissioner authorizing them to write surety insurance defined in California Insurance Code Section 105, and if the work or project is financed, in whole or in part, with federal, grant or loan funds, Surety’s name must also appear on the Treasury Department’s most current list (Circular 570 as amended).

Any claims under this bond may be addressed to:

(Name and Address of Surety) (Name and Address of agent or representative for service for service of process in California)

________________________________________  ___________________________________________

________________________________________  ___________________________________________

Telephone: ____________________________  Telephone: ____________________________

STATE OF CALIFORNIA )
COUNTY OF ) ss.

On __________________________ before me, ______________________________________,
(insert name and title of the officer) a Notary Public in and for said State, personally appeared _______________________________, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument as the Attorney-in-Fact of the _____________________ (Surety) and acknowledged to me that he/she/they subscribed the name of the _____________________ (Surety) thereto and his own name as Attorney-in-Fact on the executed instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

______________________________  (SEAL)

Notary Public in and for said State

Commission expires: __________________

NOTE: A copy of the power-of-attorney to local representatives of the bonding company must be attached hereto.
CONTRACT PERFORMANCE BOND
(CALIFORNIA PUBLIC WORK)

KNOW ALL MEN BY THESE PRESENTS:

THAT WHEREAS, Contra Costa Community College District (sometimes referred to hereinafter as “Obligee”) has awarded to __________________________________________ (hereinafter designated as the “Principal” or “Contractor”), an agreement for the work described as follows: ____________________________________ (hereinafter referred to as the “Public Work”); and

WHEREAS, the work to be performed by the Contractor is more particularly set forth in that certain contract for said Public Work dated ______________ ________________, (hereinafter referred to as the “Contract”), which Contract is incorporated herein by this reference; and

WHEREAS, the Contractor is required by said Contract to perform the terms thereof and to provide a bond both for the performance and guaranty thereof.

NOW, THEREFORE, we, ______________________________________, the undersigned Contractor, as Principal, and ______________________________, a corporation organized and existing under the laws of the State of ________________, and duly authorized to transact business under the laws of the State of California, as Surety, are held and firmly bound unto the Contra Costa Community College District in the sum of ______________________ Dollars ($_______________), said sum being not less than one hundred percent (100%) of the total amount payable by said Obligee under the terms of said Contract, for which amount well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT, if the bounded Contractor, his or her heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions, and agreements in said Contract and any alteration thereof made as therein provided, on his or her part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their intent and meaning; and shall faithfully fulfill guarantees of all materials and workmanship; and indemnify, defend and save harmless the Obligee, its officers and agents, as stipulated in said Contract, for which amount well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

The Surety, for value received, hereby stipulates and agrees that it shall not be exonerated or released from the obligation of this bond (either by total exoneration or pro tanto) by any change, extension of time, alteration in or addition to the terms of the contract or to the work to be performed there under or the specifications accompanying the same, nor by any change or modification to any terms of payment or extension of time for any payment pertaining or relating to any scheme of work of improvement under the contract. Surety also stipulates and agrees that it shall not be exonerated or released from the obligation of this bond (either by total exoneration or pro tanto) by any overpayment or underpayment by the Obligee that is based upon estimates approved by the Architect. The Surety stipulates and agrees that none of the aforementioned

Contra Costa Community College District
Diablo Valley College
D-4012 PE-K Complex – Demolition Phase 0
changes, modifications, alterations, additions, extension of time or actions shall in any way affect its obligation on this bond, and it does hereby waive notice of any such changes, modifications, alterations, additions or extension of time to the terms of the contract, or to the work, or the specifications as well notice of any other actions that result in the foregoing.

Whenever Principal shall be, and is declared by the Obligee to be, in default under the Contract, the Surety shall promptly either remedy the default, or shall promptly complete the Contract through its agents or independent contractors, subject to acceptance and approval of such agents or independent contractors by Obligee as hereinafter set forth, in accordance with its terms and conditions and to pay and perform all obligations of Principal under the Contract, including, without limitation, all obligations with respect to warranties, guarantees and the payment of liquidated damages; or, at Obligee’s sole discretion and election, Surety shall obtain a bid or bids for completing the Contract in accordance with its terms and conditions, and upon determination by Obligee of the lowest responsible bidder, arrange for a contract between such bidder and the Obligee and make available as Work progresses (even though there should be a default or succession of defaults under the contract or contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the “balance of the Contract price” (as hereinafter defined), and to pay and perform all obligations of Principal under the Contract, including, without limitation, all obligations with respect to warranties, guarantees and the payment of liquidated damages. The term “balance of the Contract price,” as used in this paragraph, shall mean the total amount payable to Principal by the Obligee under the Contract and any modifications thereto, less the amount previously paid by the Obligee to the Principal, less any withholdings by the Obligee allowed under the Contract.

Surety expressly agrees that the Obligee may reject any agent or contractor which may be proposed by Surety in fulfillment of its obligations in the event of default by the Principal. Unless otherwise agreed by Obligee, in its sole discretion, Surety shall not utilize Principal in completing the Contract nor shall Surety accept a bid from Principal for completion of the work in the event of default by the Principal.

No final settlement between the Obligee and the Contractor shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

The Contractor and Surety shall remain responsible and liable for all patent and latent defects that arise out of or are related to the Contractor’s failure and/or inability to properly complete the Public Work as required by the Contract and the Contract Documents. The obligation of the Surety hereunder shall continue so long as any obligation of the Contractor remains.

Contractor and Surety agree that if the Obligee is required to engage the services of an attorney in connection with enforcement of the bond, Contractor and Surety shall pay Obligee’s reasonable attorneys’ fees incurred, with or without suit, in addition to the above sum.

In the event suit is brought upon this bond by the Obligee and judgment is recovered, the Surety shall pay all costs incurred by the Obligee in such suit, including reasonable attorneys’ fees to be fixed by the Court.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this _____ day of _____________, 2010.

Contra Costa Community College District
Diablo Valley College
D-4012 PE-K Complex – Demolition Phase 0
PRINCIPAL/CONTRACTOR:

______________________________

By: ______________________________

SURETY:

______________________________

By: ______________________________

Attorney-in-Fact

The rate of premium on this bond is ______________________________ per thousand.

The total amount of premium charged: $__________________________ (This must be filled in by a corporate surety).

IMPORTANT: THIS IS A REQUIRED FORM.

Surety companies executing bonds must possess a certificate of authority from the California Insurance Commissioner authorizing them to write surety insurance defined in California Insurance Code Section 105, and if the work or project is financed, in whole or in part, with federal, grant or loan funds, Surety’s name must also appear on the Treasury Department’s most current list (Circular 570 as amended).

Any claims under this bond may be addressed to:

(Name and Address of Surety) (Name and Address of agent or representative for service for service of process in California)

______________________________ ________________________________

______________________________ ________________________________

Telephone: _____________________ Telephone: _____________________
STATE OF CALIFORNIA  
)  
COUNTY OF  
)  

On __________________________ before me, ______________________________________ 

(insert name and title of the officer)  

On __________________________, before me, _________________________, a Notary Public in and for said State, personally appeared _______________________________, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument as the Attorney-in-Fact of the ______________________ (Surety) and acknowledged to me that he/she/they subscribed the name of the ______________________ (Surety) thereto and his own name as Attorney-in-Fact on the executed instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

_____________________________________________  (SEAL)
Notary Public in and for said State

Commission expires: ______________________  

NOTE: A copy of the power-of-attorney to local representatives of the bonding company must be attached hereto.
SECTI0N 00510

NOTICE OF AWARD

DATE: _____________________

TO: _____________________________________________

ADDRESS: _______________________________________

PROJECT: ________________________________________

The Contract Sum of your contract is ________________________________ Dollars, ($__________________).

You must comply with the following conditions within ten (10) calendar days of the date of this Notice of Award, that is, by ________________.

1. You must deliver to the District two fully executed counterparts of Section 00600, “Construction Agreement.”

2. You must deliver to the District the “Contract Performance Bond,” and “Payment Bond,” executed by you and your surety, which are included in Section 00500.

3. You must deliver to District the insurance certificates required in Section 00700, for insurance required in Section 00600, Construction Agreement.

Failure to comply with these conditions within the time specified will entitle District to consider your bid abandoned, to annul this Notice of Award, and to declare your Bid Security forfeited. Within ten (10) calendar days after you comply with these conditions, the District will return to you one fully signed counterpart of the Construction Agreement.

Contra Costa Community College District

By: ________________________________

Title: ________________________________

END OF DOCUMENT
This Agreement shall not be enforceable until ratified and approved by the Contra Costa Community College District’s Governing Board. The estimated board meeting is September 11, 2019.

§1.1 Parties: (Public Agency) CONTRA COSTA COMMUNITY COLLEGE DISTRICT
500 Court St, Martinez, CA 94553

(Contractor) _________________
Address: _______________________

§1.2 Effective Date: _______________________

§1.3 The Work: D-4012 PE-K Complex – Demolition Phase 0

§1.4 Substantial Completion Time: 90 Calendar Days from the Notice to Proceed.

§1.4.1 Final Completion 30 Calendar Days from Substantial Completion.

§1.5 The Bidder acknowledges that this project consists of phases and bidder agrees that each phase of the project must be substantially completed and accepted by the Owner before a written “Notice to Proceed” is issued for the next phase of the Project. Bidder also agrees to pay, as liquidated damages the amounts specified below for each consecutive calendar day after the expiration of the consecutive calendar days allowed for each phase.

§1.5.1 Liquidated Damages, Substantial Completion $1,000/ per calendar day Work is delayed

§1.5.2 Liquidated Damages, Remaining Work and Final Completion: $500 / per calendar day Remaining Work is delayed

§1.6 Public Agency’s Agent: CONTRA COSTA COMMUNITY COLLEGE DISTRICT (“District”)

§1.7 Contract Sum: MILLION THOUSAND, HUNDRED DOLLARS and NO CENTS ($00,000,000.00)

2. SCOPE OF WORK:
Complete hazardous material removal and demolition of the following:

• Concessions / Stadium Restrooms – 2800 SF, single story, wood and masonry building constructed in 1965.
• Storage trailer – 12’x40’ modular storage building.
• Utility Building – 15’x 22’
• Adjacent miscellaneous site structures and accessories
3. WORK CONTRACT, CHANGES

(a) By their signatures below, effective on the above date, these parties promise and agree as set forth in this Agreement, incorporating by these references labor and materials contained in Section 2, Scope of Work.

(b) Contractor shall, at Contractor’s own cost and expense, and in a workmanlike manner, fully and faithfully perform and complete the work; and will furnish all materials, labor, services, equipment, and transportation necessary, convenient and proper in order fairly to perform the requirements of this contract, all strictly in accordance with the Public Agency’s plans, drawings and specifications.

(c) The work can be changed only with Public Agency’s prior written order specifying such change and its cost agreed to by the parties; and the Public Agency shall never have to pay more than specified in Section 1.7 without such an order.

4. TIME: NOTICE TO PROCEED AND ACCEPTANCE

(a) Contractor shall start this work as directed in the specifications or the Notice to Proceed and shall complete it as specified in Section 1, Completion Time.

(b) Remaining Work after Substantial Completion. If the Architect or District determines that the work required by the Contract is Substantially Complete during any inspection conducted pursuant to this Agreement or Specification Section 01770, Contract Closeout Procedures, the Contractor shall be notified of that determination and the District shall determine if there is Remaining Work. A list of Remaining Work shall be issued only by the District or the Architect and only after the District has certified Substantial Completion. The District or Architect shall give the Contractor the necessary instructions for correction or completion of the Remaining Work, and the Contractor shall immediately comply with and execute such instructions within the Contract Time. Upon completion of the Remaining Work, another inspection shall be made that shall constitute the Final Inspection, provided the Remaining Work has been completed to the satisfaction of the District. If the remaining work has been completed to the satisfaction of the District, the District shall make the final acceptance and notify the Contractor in writing of this acceptance as of the date of Final Inspection.

(c) Final Acceptance – Upon due notice from the Contractor of completion of the entire project, the District shall make an inspection. If all construction provided for and contemplated by the contract is found to be completed to the District’s satisfaction then that inspection shall constitute the Final Inspection and the District shall notify the Contractor in writing of final acceptance effective as of the date of the Final Inspection.

(d) Default for failure to Complete Remaining Work In the event the Contract Time expires before the Remaining Work is completed to the satisfaction of the District, the District may provide notice to the Contractor that the Remaining Work shall be completed by Contractor to the satisfaction of the District within ten consecutive calendar days from the date of such notice. The failure of the
Contractor to satisfactorily complete the Remaining Work within the ten days shall entitle to District to declare Contractor in default and thereafter terminate the Contract. The ten-day notice provided under this paragraph shall not be construed as adding any time to the Contract Time and is a time period solely for the purposes of providing notice of default.

(e) Application for Final Payment. After the Contractor has completed all Remaining Work to the satisfaction of the District and delivered all maintenance and operating instructions, schedules, guarantees, warranties, bonds, certificates of inspection, marked-up record documents and other documents as required by the Contract, and after the District or Architect has indicated that the work is acceptable, Contractor may make application for final payment following the Payments Procedures for progress payments. The final application for payment shall be accompanied by all documentation called for in the Contract Documents, together with complete and legally effective releases or waivers (satisfactory to the District) of all liens arising out of or filed in connection with the work on the project.

(f) Final Payment and Acceptance. If the Architect determines that the work has been completed and the Contractor’s other obligations under the Contract have been fulfilled, the Architect shall, within ten working days after receipt of the final application for payment, indicate in writing the Architect’s recommendation of payment and present the application to District for payment. Thereupon the Architect shall prepare a Certificate of Final Completion. Otherwise, Architect shall return the application to Contractor indicating in writing the reasons for refusing to recommend final payment. Contractor shall make the corrections identified in the Architect’s refusal to recommend final payment. Thirty days after presentation to District of the application and accompanying documentation, with the Architect’s recommendation and notice of acceptability of the work, the amount recommended by Architect shall be come due and payable by District to Contractor.

5. LIQUIDATED DAMAGES

5.1 LIQUIDATED DAMAGES - SUBSTANTIAL COMPLETION

If the Contractor fails to complete this contract and this Work within the time fixed therefore, allowance being made for contingencies as provided herein, Contractor becomes liable to the Public Agency for all its loss and damage there from; and because, from the nature of the case, it is and will be impracticable and extremely difficult to ascertain and fix the Public Agency's actual damage from any delay in performance hereof, it is agreed that Contractor will pay as liquidated damages to the Public Agency the reasonable sum specified in Section 1, the result of the parties' reasonable endeavor to estimate fair average compensation therefore, for each calendar day's delay in finishing said Work or Phase of Work; and if the same be not paid, Public Agency may, in addition to its other remedies, deduct the same from any money due or to become due Contractor under this Contract. If the Public Agency for any cause authorizes or contributes to a delay, suspension of work or extension of time, its duration shall be added to the time allowed for completion, but it shall not be deemed a waiver nor be used to defeat any right of the Agency to damages for non-completion or delay hereunder. Pursuant to Government Code Section 4215, the Contractor shall not be assessed liquidated damages for delay in completion of the work, when such delay was caused by the failure of the Public Agency or the owner of a utility to provide for removal or relocation of existing utility facilities.
5.2 LIQUIDATED DAMAGES-THE REMAINING WORK.

The Remaining Work, as such work is determined by the Public Agency or Public Agency’s Representative, shall be completed within the Contract Time or any proper extension thereof granted by Public Agency. If the Contractor shall neglect, fail or refuse to complete the Remaining Work within the Contract Time or any proper extension thereof granted by the Public Agency, then the Contractor does hereby agree, as part consideration for the awarding of this Contract, to pay to the Public Agency the amount specified in the Contract, not as a penalty but as liquidated damages for the Remaining Work for each such breach of Contract set forth herein for each and every consecutive calendar day that the Contractor shall be in default after expiration of the Contract Time.

6. INTEGRATED DOCUMENTS

The plans, drawings and specifications and special provisions of the Public Agency's Notice Inviting Bids, and Contractor's accepted bid for this work are hereby incorporated into this Contract; and they are intended to cooperate, so that anything exhibited in the plans or drawings and not mentioned in the specifications or special provisions, or vice versa, is to be executed as if exhibited, mentioned and set forth in both, to the true intent and meaning thereof when taken all together; and differences of opinion concerning these shall be finally determined by the Public Agency.

7. PAYMENT

(a) For strict and literal fulfillment of these promises and conditions, and full compensation for all this work, the Public Agency shall pay the Contractor the sum specified in Section 1, except that in unit price contracts the payment shall be for finished quantities at unit bid prices.

(b) On or about the first day of each calendar month, the Contractor shall submit to the Public Agency a verified application for payment, supported by a statement showing all materials actually installed during the preceding month, the labor expended thereon, and the cost thereof; whereupon, after checking, the Public Agency shall issue to Contractor a certificate for the amount determined to be due, minus five (5%) percent thereof pursuant to the Public Agency's General Terms and Conditions, but not until defective work and materials have been removed, replaced and made good.

8. PAYMENTS WITHHELD

(a) The Public Agency or its agent may withhold any payment, or because of later discovered evidence nullify all or any certificate for payment, to such extent and period of time only as may be necessary to protect the Public Agency from loss because of:

   (1) Defective work not remedied, or work not completed, or
   (2) Claims filed or reasonable evidence indicating probable filing, or
   (3) Failure to properly pay subcontractors or for material or labor, or
   (4) Reasonable doubt that the work can be completed for the balance then unpaid, or
   (5) Damage to another contractor, or
   (6) Damage to the Public Agency, other than damage due to delays.
(b) The Public Agency shall use reasonable diligence to discover and report to the Contractor, as the work progresses, the materials and labor which are not satisfactory to it, so as to avoid unnecessary trouble or cost to the Contractor in making good any defective work or parts.

(c) Thirty-five (35) calendar days after Public Agency files its notice of completion of the entire work, it shall issue a certificate to the Contractor and pay the balance of the contract price after deducting all amounts withheld under this contract, provided the Contractor shows that all claims for labor and materials have been paid, no claims have been presented to the Public Agency based on acts or omissions of the Contractor, and no liens or withhold notices have been filed against the work or site, and provided there are not reasonable indications of defective or missing work or of late-recorded notices of liens or claims against Contractor.

9. INSURANCE

Before the commencement of the Work, the Contractor shall purchase from and maintain in a company or companies lawfully authorized to do business in California as admitted carriers with a financial rating of at least A status as rated in the most recent edition of Best’s Insurance Reports or as amended by the Supplementary General Conditions, such insurance as will protect the Public Agency from claims set forth below, which may arise out of or result from the Contractor’s operations under the Contract and for which the Contractor may be legally liable, whether such operations are by the Contractor, by a Subcontractor, by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable.

a. Claims for damages because of bodily injury, sickness, disease, or death of any person District would require indemnification and coverage for employee claim;
b. Claims for damages insured by usual personal injury liability coverage, which are sustained by a person as a result of an offense directly or indirectly related to employment of such person by the Contractor or by another person;
c. Claims for damages because of injury or destruction of tangible property, including loss of use resulting therefrom, arising from operations under the Contract Documents;
d. Claims for damages because of bodily injury, death of a person, or property damage arising out of the ownership, maintenance, or use of a motor vehicle, all mobile equipment, and vehicles moving under their own power and engaged in the Work;
e. Claims involving contractual liability applicable to the Contractor’s obligations under the Contract Documents, including liability assumed by and the indemnity and defense obligations of the Contractor and the Subcontractors; and
f. Claims involving Completed Operations, Independent Contractors’ coverage, and Broad Form property damage, without any exclusions for collapse, explosion, demolition, underground coverage, and excavating. (XCU)
g. Claims involving sudden or accidental discharge of contaminants or pollutants.

Additional Insured Endorsement Requirement: The Contractor shall name, on any policy of insurance, the District, Architect, Inspector, the State of California, their officers, employees, agents and independent contractors as Additional Insured. Subcontractors shall name the Contractor, the District, Architect, Inspector, Project / Construction Manager, the State of California, their officers, employees, agents and independent contractors as Additional Insured.

The Additional Insured Endorsement included on all such insurance policies shall state that coverage is afforded the additional insured with respect to claims arising out of operations performed by or on behalf
of the insured. If the Additional Insured have other insurance which is applicable to the loss, such other insurance shall be on an excess or contingent basis. The insurance provided by the Contractor must be designated in the policy as primary to any insurance obtained by the Public Agency. The amount of the insurer’s liability shall not be reduced by the existence of such other insurance.

Specific Insurance Requirement: Contractor shall take out and maintain and shall require all subcontractors, if any, whether primary or secondary, to take out and maintain:

a) Comprehensive General Liability Insurance with an aggregate of not less than $[2,000,000.00]; Per occurrence, $[1,000,000.00]
b) Automotive (any auto) where operated in amounts $[1,000,000.00]
c) Workers’ Compensation Insurance: $[1,000,000.00]; Contractor is aware of and complies with Labor Code Section 3700 and the Worker’s Compensation Law.

10. BONDS

Bond Requirements: Prior to commencing any portion of the Work, the Contractor shall furnish separate payment and performance bonds for its portion of the Work which shall cover 100% faithful performance of and payment of all obligations arising under the Contract Documents and/or guaranteeing the payment in full of all claims for labor performed and materials supplied for the Work. All bonds shall be provided by a corporate surety authorized and admitted to transact business in California as sureties.

To the extent, if any, that the Contract Price is increased in accordance with the Contract Documents, the Contractor shall, upon request of the Public Agency, cause the amount of the bonds to be increased accordingly and shall promptly deliver satisfactory evidence of such increase to the Public Agency. To the extent available, the bonds shall further provide that no change or alteration of the Contract Documents (including, without limitation, an increase in the Contract Price, as referred to above), extensions of time, or modifications of the time, terms, or conditions of payment to the Contractor will release the surety. If the Contractor fails to furnish the required bonds, the Public Agency may terminate the Contract for cause.

On signing this contract, Contractor shall deliver to Public Agency for approval good and sufficient bonds with sureties, in amount(s), specified in the specifications or special provisions, guaranteeing faithful performance of this contract and payment for all labor and materials hereunder.

11. FAILURE TO PERFORM

If the Contractor at any time refuses or neglects, without fault of the Public Agency or its agent(s), to supply sufficient materials or workers to complete this agreement and work as provided herein, for a period of ten days or more after written notice thereof by the Public Agency, the Public Agency may furnish same and deduct the reasonable expenses thereof from the contract price.

12. LAWS APPLY: General

Both parties recognize the applicability of various federal, state and local laws and regulations, especially Chapter 1 of Part 7 of the California Labor Code (beginning with Section 1720, and including Sections 1735, 1777.5, 1777.6, forbidding discrimination) and intend that this agreement complies therewith. The parties specifically stipulate that the relevant penalties and forfeitures provided in the Labor Code, especially in Sections 1775, 1776, and 1813, concerning prevailing wages and hours, shall apply to this agreement as though fully stipulated herein.
13. **SUBCONTRACTORS**

Public Contract Code Sections 4100-4113 are incorporated herein.

14. **WAGE RATES**

   (a) Pursuant to Labor Code Section 1773, the Director of the Department of Industrial Relations has ascertained the general prevailing rates of wages per diem, and for holiday and overtime work, in the locality in which this work is to be performed, for each craft, specified in the call for bids for this work and are on file with the Public Agency, and are hereby incorporated herein.

   (b) This schedule of wages is based on a working day of eight (8) hours unless otherwise specified; and the daily rate is the hourly rate multiplied by the number of hours constituting the working day. When less than that number of hours are worked, the daily wage rate is proportionately reduced, but the hourly rate remains as stated.

   (c) The Contractor, and all subcontractors, must pay at least these rates to all persons on this work, including all travel, subsistence, and fringe benefit payments provided for by applicable collective bargaining agreements. All skilled labor not listed above must be paid at least the wage scale established by collective bargaining agreement for such labor in the locality where such work is being performed. If it becomes necessary for the Contractor or any subcontractor to employ any person in a craft, classification or type of work (except executive, supervisory, administrative, clerical or other non-manual workers as such) for which no minimum wage rate is specified, the contractor shall immediately notify the Public Agency which shall promptly determine the prevailing wage rate therefore and furnish the Contractor with the minimum rate based thereon, which shall apply from the time of the initial employment of the person affected and during the continuance of such employment.

15. **HOURS OF LABOR**

Eight hours of labor in one calendar day constitutes a legal day’s work, and no worker employed at any time on this work by the Contractor or by any subcontractor shall be required or permitted to work longer thereon except as provided in Labor Code Sections 1810-1815.

16. **APPRENTICES**

Properly indentured apprentices may be employed on this work in accordance with Labor Code Sections 1777.5 and 1777.6, forbidding discrimination.

17. **PREFERENCE FOR MATERIALS**

The Public Agency desires to promote the industries and economy of Contra Costa County, and the Contractor therefore promises to use the products, workers, laborers and mechanics of this County in every case where the price, fitness and quality are at least equal.

18. **ASSIGNMENT**
This agreement binds the heirs, successors, assigns, and representatives of the Contractor; but Contractor cannot assign it in whole or in part, nor any monies due or to become due under it, without the prior written consent of the Public Agency and the Contractor’s surety or sureties, unless they have waived notice of assignment.

19. **NO WAIVER BY PUBLIC AGENCY**

Inspection of the work and/or materials, or approval of work and/or materials inspected, or statement by any officer, agent or employee of the Public Agency indicating the work or any part thereof complies with the requirements of this contract, or acceptance of the whole or any part of said work and/or materials, or payments therefore, or any combination of these acts, shall not relieve the Contractor of Contractor’s obligation to fulfill this contract as prescribed; nor shall the Public Agency be thereby stopped from bringing any action for damages or enforcement arising from the failure to comply with any of the terms and conditions hereof.

20. **HOLD HARMLESS AND INDEMNITY**

(a) Contractor promises to and shall hold harmless and indemnify from the liabilities as defined in this section.

(b) The indemnities benefited and protected by this promise are the Public Agency and its elective and appointive boards, commissions, officers, agents and employees.

(c) The liabilities protected against are any liability or claim for damage of any kind allegedly suffered, incurred or threatened because of actions defined below, including personal injury, death, property damage, inverse condemnation, or any combination of these, regardless of whether or not such liability, claim or damage was unforeseeable at any time before the Public Agency approved the improvement plan or accepted the improvements as completed, and including the defense of any suit(s) or action(s) at law or equity concerning these.

(d) The actions causing liability are any act or omission (negligent or non-negligent) in connection with the matters covered by this contract and attributable to the contractor, subcontractor(s), or any officer(s), agent(s), or employee(s) of one or more of them.

(e) Non-conditions: The promise and agreement in this section is not conditioned or dependent on whether or not any Indemnities has prepared, supplied, or approved any plan(s), drawing(s), specifications(s) or special provision(s) in connection with this work, has insurance or other indemnification covering any of these matters, or that the alleged damage resulted partly from any negligent or willful misconduct of any Indemnities.

21. **EXCAVATION**

Contractor shall comply with the provisions of Labor Code Section 6705, if applicable, by submitting to Public Agency a detailed plan showing the design of shoring, bracing, sloping, or other provisions to be made for worker protection from the hazard of caving ground during trench excavation.

22. **GOVERNMENT CODE SECTION 10532**

Contractor shall be subject to the examination and audit of the Auditor General for a period of three years after final payment under the contract.
23. WARRANTY

(a) In addition to any other warranties or guaranties in the Contract Documents, the Contractor warrants, except as provided in paragraph (i) of this clause, that work performed under this contract conforms to the contract requirements and is free of any defect in equipment, material, or design furnished, or workmanship performed by the Contractor or any subcontractor or supplier at any tier.

(b) This warranty shall continue for a period of 1 year from the date of final acceptance of the Work, unless otherwise provided or extended in the Contract Documents. If the District takes possession of any part of the work before final acceptance, this warranty shall continue for a period of 1 year from the date the District takes possession.

(c) The Contractor shall remedy at the Contractor’s expense any failure to conform, or any defect. In addition, the Contractor shall remedy at the Contractor’s expense any damage to District-owned or controlled real or personal property, when that damage is the result of—

   (1) The Contractor’s failure to conform to contract requirements; or
   
   (2) Any defect of equipment, material, workmanship, or design furnished.

(d) The Contractor shall restore any work damaged in fulfilling the terms and conditions of this clause. The Contractor’s warranty with respect to work repaired or replaced will run for 1 year or as otherwise provided or extended from the date of repair or replacement.

(e) The District shall notify the Contractor, in writing, within a reasonable time after the discovery of any failure, defect, or damage.

(f) If the Contractor fails to remedy any failure, defect, or damage within a reasonable time after receipt of notice, the District shall have the right to replace, repair, or otherwise remedy the failure, defect, or damage at the Contractor’s expense.

(g) With respect to all warranties, express or implied, from subcontractors, manufacturers, or suppliers for work performed and materials furnished under this contract, the Contractor shall—

   (1) Obtain all warranties that would be given in normal commercial practice;
   
   (2) Require all warranties to be executed, in writing, for the benefit of the District, if directed by the District; and
   
   (3) Enforce all warranties for the benefit of the District, if directed by the District.

(h) In the event the Contractor’s warranty under paragraph (b) of this clause has expired, the District may bring suit at its expense to enforce a subcontractor’s, manufacturer’s, or supplier’s warranty.

(i) Unless a defect is caused by the negligence of the Contractor or subcontractor or supplier at any tier, the Contractor shall not be liable for the repair of any defects of material or design furnished by the District nor for the repair of any damage that results from any defect in District-furnished material or design.
(j) This warranty shall not limit the District’s rights under the Inspection and Acceptance clause of this contract with respect to latent defects, gross mistakes, or fraud.

24. CONSEQUENTIAL DAMAGES

The Contractor and Public Agency waive Claims against each other for consequential damages arising out of or relating to this Contract. This mutual waiver includes:

(a) Damages incurred by the Public Agency for rental expenses, for losses of use, income, profit, financing, business and reputation, and for loss of management or employee productivity or of the services of such persons; and

(b) Damages incurred by the Contractor for principal office expenses including the compensation of personnel stationed there, for losses of financing, business and reputation, and for loss of profit except anticipated profit arising directly from the Work.

This mutual waiver is applicable, without limitation, to all consequential damages due to either party’s termination. Nothing contained in this subparagraph shall be deemed to preclude an award of liquidated direct damages, when applicable, in accordance with the requirements of the Contract Documents.

25. HAZARDOUS MATERIALS

(a) If reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including but not limited to asbestos, lead or polychlorinated biphenyl (PCB), encountered on the site by the Contractor, the Contractor shall, upon recognizing the condition, immediately stop Work in the affected area and report the condition to the Public Agency in writing.

(b) The Public Agency shall obtain the services of a licensed laboratory to verify the presence or absence of the material or substance reported by the Contractor and, in the event such material or substance is found to be present, to verify that it has been rendered harmless. The Public Agency shall furnish in writing to the Contractor the names and qualifications of persons or entities who are to perform tests verifying the presence or absence of such material or substance or who are to perform the task of removal or safe containment of such material or substance. When the material or substance has been rendered harmless, Work in the affected area shall resume upon written notification from the Public Agency and Contractor. The Contract Time shall be extended appropriately.

26. SAFETY

a. Safety Programs. In addition to and as required by other Sections of the Contract Documents, the Contractor shall be solely responsible for initiating, maintaining and supervising all safety programs required by applicable law, ordinance, regulation or governmental orders in connection with the performance of the Contract, or otherwise required by the type or nature of the Work. The
Contractor’s safety program shall include all actions and programs necessary for compliance with California or federally statutorily mandated workplace safety programs, including without limitation, compliance with the California Drug Free Workplace Act of 1990 (California Government Code §§8350 et seq.). Without limiting or relieving the Contractor of its obligations hereunder, the Contractor shall require that its Subcontractors similarly initiate and maintain all appropriate or required safety programs. Prior to commencement of Work, the Contractor shall meet with the campus Buildings and Grounds Manager, Project Manager, and Construction Manager to review Contractor’s safety precautions and implementation of safety programs during the Work.

b. **Safety Precautions.** In addition to and as required by other Sections of the Contract Documents, the Contractor shall be solely responsible for initiating and maintaining reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury or loss to: (i) employees on the Work and other persons who may be affected thereby; (ii) the Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody or control of the Contractor or the Contractor's Subcontractors or Sub-subcontractors; and (iii) other property or items at the site of the Work, or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction. The Contractor shall take adequate precautions and measures to protect existing roads, sidewalks, curbs, pavement, utilities, adjoining property and improvements thereon (including without limitation, protection from settlement or loss of lateral support) and to avoid damage thereto. Without adjustment of the Contract Price or the Contract Time, the Contractor shall repair, replace or restore any damage or destruction of the foregoing items as a result of performance or installation of the Work.

c. **Safety Signs, Barricades.** In addition to and as required by other Sections of the Contract Documents, the Contractor shall erect and maintain, as required by existing conditions and conditions resulting from performance of the Contract, reasonable safeguards for safety and protection of property and persons, including, without limitation, posting danger signs and other warnings against hazards, promulgating safety regulations and notifying Districts and users of adjacent sites and utilities.

d. **Safety Notices.** In addition to and as required by other Sections of the Contract Documents, the Contractor shall give or post all notices required by applicable law and comply with applicable laws, ordinances, rules, regulations and lawful orders of public authorities bearing on safety of persons or property or their protection from damage, injury or loss.

27. **PROJECT STABILIZATION AGREEMENT**

1. Definitions. As used in this clause— "Project Stabilization Agreement" (hereinafter “PSA”) means the pre-hire collective bargaining agreement between the Contra Costa Community College District and the Contra Costa Building and Construction Trades Council attached to these Contract Documents which establishes the terms and conditions of employment for the Project.

2. Contracts.
   a. The Contractor/Employer shall maintain in a current status, throughout the life of this Contract, the PSA included in these Contract Documents. By accepting the award of this Construction Contract for the Project, whether as Contractor or subcontractor, the Contractor/Employer agrees to be bound by each and every provision of the PSA, and evidence its acceptance prior to the commencement of work by executing the PSA.
Agreement to be Bound in the form attached to the PSA found in these Contract Documents.

b. Subcontracts. At the time that any Contractor/Employer enters into a subcontract with any subcontractor providing for the performance of the construction subcontract, the Contractor/Employer shall provide a copy of the PSA to said subcontractor and shall require the subcontractor, as a part of accepting an award of a construction subcontract, to agree in writing to be bound by each and every provision of the PSA, and agree that it will evidence its acceptance prior to the commencement of work by executing the PSA Agreement to be Bound in the form attached to the PSA found in these Contract Documents.

3. Reporting.
   a. PSA Preconstruction Conference. The Contractor/Employer shall, prior to the commencement of work under this Contract, hold a Preconstruction Conference in accordance with PSA Article 5 PRECONSTRUCTION CONFERENCE which shall be attended by a representative from each Contractor/Employer, the Unions, and the District. The Contractor/Employer shall contact the Contra Costa Building and Construction Trades Council at least two (2) weeks prior to scheduling the Preconstruction Conference so that the Unions can be notified of the date, time, and place of the Conference.
      i. The Contractor/Employer shall lead the Preconstruction Conference and take minutes of the meeting.
      ii. The Contractor/Employer shall submit written meeting minutes of the Conference in a form preapproved by the District within five (5) working days. The minutes shall include the names and organizations of each person attending the Conference. The minutes shall also include copies of the Agreements to be Bound required by this Contract and the PSA.
   b. Monthly Reporting. During each month in which construction work is performed by the Contractor/Employer or by any subcontractor, from Notice to Proceed through Notice of Completion, report the information required below to the District as a monthly administrative Submittal. These reports shall be submitted with each regularly scheduled payment application, or the application will be returned to the Contractor/Employer for resubmittal with the required reports.
      i. New Agreements to be Bound resulting from new subcontracts, if any, entered into by each Contractor/Employer.
      ii. Each instance during the reporting period of which a Union is unable to fill a requisition for employees thereby causing the Contractor/Employer to apply Article 8 REFERRAL Clause 8.3, to obtain qualified work persons for the Contract work.
      iii. A summary of efforts during the reporting period to comply with the goals of Article 10 LOCAL HIRE, including a spreadsheet report of the number of hours worked by all journeymen and by all apprentices on site, and the subset of the number of hours worked by journeymen and by apprentices who are residents of Contra Costa County.
      iv. A summary of efforts to utilize the Center for Military Recruitment, Assessment and Veterans Employment, in accordance with Article 15 HELMETS TO HARDHATS.
28. **SIGNATURES AND ACKNOWLEDGEMENT**

**Public Agency.** By:  
David Wetmore, Director of Purchasing and Contracts

**Note to Contractor:** (1) Execute acknowledgement form below, and (2) if a corporation, affix Corporate Seal.

Contractor, hereby also acknowledging awareness of and compliance with Labor Code S1861 concerning Worker's Compensation Law.

**Contractor:**

By: ____________________________________________ (CORPORATE SEAL)

(Designate Official Capacity – COMPANY NAME)

___________________________________________________  
Print NAME and TITLE

_________________  ____________________  
License Number  Federal ID Number

**NOTARY PUBLIC**

State of California  )ss.  ACKNOWLEDGEMENT (By Corporation, Partnership or Individual)
County of Contra Costa  )

The person(s) signing above for Contractor, known to me in individual and business capacity as stated, personally appeared before me today and acknowledged that he/she/they executed it and that the corporation or partnership named above executed it.

Dated:  
________________________________________

________________________________________  (NOTARIAL SEAL)

END OF SECTION 00600
SECTION 00650
NOTICE TO PROCEED

Date: _________________________________

TO: __________________________________________________________________________

ADDRESS: ______________________________________________________________________

PROJECT: _______________________________________________________________________

You are notified that the Contract Time under the above contract will commence to run on. By that date, you are to start performing your obligations under the Contract Documents. In accordance with Section 00600, Construction Agreement, the date of Substantial Completion is ____________, and the date for Final Completion is ________________.

CONTRA COSTA COMMUNITY COLLEGE DISTRICT

By: _________________________________
   Ines Zildzic

Title: Interim Chief Facilities Planner

END OF DOCUMENT
SECTION 00700
GENERAL CONDITIONS

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GENERAL CONDITIONS

1.1 BASIC DEFINITIONS

- Action of the Governing Board is a vote of a majority of the District’s governing board.

- Approval for a Contract, Agreement, or Change Order means written authorization through action of the governing board unless specific delegation of approval authority is delegated to a District representative.

- Approved. The term “approved,” when used to convey Architect’s action on Contractor’s submittals, applications, and requests, is limited to Architect’s duties and responsibilities as stated in the Conditions of the Contract.

- Architect means the architect, engineer, or other design professional engaged by the District to design and perform general observation of the work of construction and interpret drawings and specifications for the Project.

- As shown, as indicated, as detailed refer to drawings accompanying this specification.

- Bid/Bidders. The term Bid and Proposal have the same meaning, and the same is true for Bidders and Proposers.

- Contract or Agreement. When the terms are used in these General Conditions shall be references to the Contract Documents as defined herein.

- Contract Price. The price stated in the Construction Agreement including authorized adjustments, the total amount payable by the District to the Contractor for performance of the Work. The Contract Price is also referred sometimes to as the Contract Sum or Contract Amount.

- Contract Time. Contract Time means the number of consecutive calendar days specified in the contract immediately after the date to commence work issued by the District in the Notice to Proceed, and includes both the time allowed for the work required to achieve Substantial Completion and the time allowed to complete the Remaining Work from Substantial Completion to Final Completion.

- Contractor. Whenever the term “Contractor” is used in the Contract or elsewhere in the Contract Documents, it refers to a person or entity that has an agreement directly with the District to perform any of the work for the Project. The term Contractor is referred to throughout the Contract Documents as if singular in number and masculine in gender and means a Contractor or his authorized representative. The term Contractor does not include any contractors under separate and direct contract with the District. A Subcontractor is a person
or entity that has a direct or indirect contract with the Contractor to perform any of the Work at the site.

- **Contractor’s Construction Schedule.** The document prepared by the Contractor, which details the events of construction and establishes completion dates for the various stages of the Work and the entire project. The Contractor’s Construction Schedule is also referred to as the Baseline CPM Schedule, Initial CPM Schedule or Baseline CPM Schedule update.

1.1.12 **The Contract Documents.** The Contract Documents consist of the Agreement between District and Contractor (hereinafter the Agreement or Contract), Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, addenda issued prior to bid, instructions to bidders, notice to bidders, and the requirements contained in the Bid Documents, other documents listed in the Agreement, and Modifications issued after execution of the Contract. A Modification is a written amendment to the Contract signed by parties, a Change Order, a Construction Change Directive, or a written order for a minor change in the Work issued by the Architect. The Contract Documents collectively form the Contract. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. The Contract may be amended or modified only by a written Modification. The Contract Documents shall not be construed to create a contractual relationship of any kind between the Architect and Contractor, between the District and any Subcontractor or Sub-subcontractor, or between any persons or entities other than the District and the Contractor. The Architect shall, however, be entitled to performance and enforcement of obligations under the Contract intended to facilitate performance of the Architect’s duties.

1.1.13 **Contractor, District, and Architect** are those mentioned as such in the Agreement. They are treated throughout the Contract Documents as if they are of singular number and neuter gender. Any reference to “Owner” shall mean “District.”

1.1.14 **Construction Manager.** Whenever the term “Construction Manager” or “CM” is used in the contract or elsewhere in the Contract Documents, it refers to the District assigned Construction Manager, or the District Project Manager if no CM is assigned.

1.1.15 **Days** means calendar days, unless otherwise noted as working days.

1.1.16 **Directed.** Terms such as “directed,” “requested,” “authorized,” “selected,” “approved,” “required,” and “permitted” mean directed by the Architect or the District, requested by the Architect or District, and similar phrases.

1.1.17 **District.** Whenever the term “District” is used in the Contract Documents, it refers to the Contra Costa Community College District or those persons designated by the District to act in/on its behalf.

1.1.18 **The Drawings** are graphic and pictorial portions of the Contract Documents prepared for the Project and approved changes thereto, wherever located and whenever
issued, showing the design, location, and scope of the Work, generally including plans, elevations, sections, details, schedules, and diagrams as drawn or approved by the Architect.

1.1.19 **Emergency** shall be defined as a sudden, unexpected occurrence, involving a clear and imminent danger, demanding immediate action to prevent or mitigate loss of, or damage to, life, health, property, or essential public services. Emergency includes such occurrences as fire, flood, earthquake, or other soil or geologic movements, as well as such occurrences as riot, accident, or sabotage.

1.1.20 **Exposed.** Whenever this term is used it shall be understood to mean any item or surface, exterior, or interior, which can be seen by a person outside the building, or seen by a person inside any usable space within the building during normal activity. Mechanical and electrical rooms, utility and service tunnels, air handling rooms, and penthouses or platforms shall be considered to have exposed surfaces, as shall the mechanical and electrical construction within them. The interior of closets and alcoves shall be considered exposed surfaces, and shall be finished to match the finish of the adjoining room or space, unless another finish is shown. The interiors of cabinets shall be considered exposed, but a finish different from that of the exterior may be permitted or specified. Spaces which are not normally occupied or used by occupants or building staff, such as shafts, hoistways, ceiling plenums, attics and crawl spaces shall be considered “concealed” spaces, unless finishes are shown or specified for their surfaces.

1.1.21 **Final Completion.** The date when all Work for the total project has been completed in accordance with the terms of the Contract Documents and has been inspected following completion of Work identified in the Punchlist Inspection and accepted by the Architect and the District. Final Completion is also sometimes referred to as Final Acceptance.

1.1.22 **Furnish.** Whenever this term is used it shall be understood to mean “purchase and deliver to the project site” ready for unloading, unpacking, assembly, installation, and similar operations.

1.1.23 **Governing Dictionary.** The definitions of words used in these Specifications, which are not defined, The General Conditions, or in referenced standards, are as given in “The American Heritage Dictionary of the English Language”.

1.1.24 **Indicated.** The term “indicated” refers to graphic representations, notes, or schedules on Drawings or to other paragraphs or schedules in Specifications and similar requirements in the Contract Documents. Terms such as “shown,” “noted,” “scheduled,” and “specified” are used to help the user locate the reference.

1.1.25 **Inspector of Record is the individual retained by the District in accordance with titles 21 and 24 of the California Code of Regulations and who will be assigned to the Project. May also be referred to as the Project Inspector.

1.1.26 **Install.** Whenever this term is used it shall be understood to mean “receive, unload, inventory, store and be responsible for at the project site, transport from point of
receipt to final destination, protect, unpack, erect, install in place, anchor, connect, apply, and place in operation or finish, cleaning, complete for intended use.”

1.1.27 Installer. An installer is the Contractor or another entity engaged by Contractor as an employee, Subcontractor, or Sub subcontractor, to perform a particular construction operation, including installation, erection, application, and similar operations. Using a term such as “carpentry” does not imply that certain construction activities must be performed by accredited or unionized individuals of a corresponding generic name, such as “carpenter.” It also does not imply that requirements specified apply exclusively to trades people of the corresponding generic name.

1.1.28 Locality in which the work is performed means the county in which the Project is located.

1.1.29 Option. Whenever this term is used it shall be understood to mean a choice from among the specified products or procedures which shall be made by the Contractor. The choice is not “whether” the work is to be performed, but “which” product or “which” procedure is to be used. The product or procedure chosen by the Contractor shall be provided at no increase in the cost to the District with no lessening of the Contractor’s responsibility for its performance. All or any options selected or proposed are still subject to all requirements for submittals and for approval of same.

1.1.30 Or Equal and Or Approved Equal. The terms “or equal” and “or approved equal” shall mean “or equal as approved in writing by the Architect”.

1.1.31 The Project is the complete construction of the Work performed in accordance with the Contract Documents.

1.1.32 The Project Manual. The Project Manual is the volume assembled for the Work which may include, without limitation, the bidding requirements, sample forms, Conditions of the Contract, and Specifications.

1.1.33 The Project Site. Project Site is the space available for performing construction activities. The extent of Project Site is shown on Drawings and may or may not be identical with the description of the land on which Project is to be built. The Project Site is also referred to as the Site.

1.1.34 Provide shall include “provide complete in place,” that is “furnish and install.” Complete and ready for the intended use.

1.1.35 Punch List Inspection. The inspection performed by the Construction Manager, Architect and the District upon written notification by the Contractor that the Work is substantially complete.

1.1.36 Regulations. The term “regulations” includes laws, ordinances, statutes, and lawful orders issued by authorities having jurisdiction, as well as rules, conventions, and agreements within the construction industry that control performance of the Work.
1.1.37 **Remaining Work.** Remaining Work means the work required by the Contract, but not required for Substantial Completion, that the District or Architect determines has not been satisfactorily completed at the time of Substantial Completion, deferred commissioning requirements, deferred and seasonal testing, and all maintenance and operating instructions, schedules, reports, guaranties, warranties, bonds, certificates of inspection, marked-up record documents, prevailing wage compliance reports and all other documents as required by the Contract Documents. Remaining Work may also be referred to as Punch List work.

1.1.38 **Safety Orders** are those issued by any cognizant city, county, state or federal agency.

1.1.39 **Site** refers to the grounds of the Project as defined in the Contract Documents and such adjacent lands as may be directly affected by the performance of the Work. Site is also referred to as the Project Site.

1.1.40 **The Specifications.** The Specifications are that portion of the Contract Documents consisting of the written requirements for material, equipment, construction systems, instructions, quality assurance standards, workmanship, and performance of related services.

1.1.41 **Specification Language.** These Specifications are written in the imperative mood, as defined in the Construction Specifications Institute's Manual of Practice. Imperative language is directed to the Contractor. The indicative mood is employed on occasion when such sentence structure is necessary to convey the intended meaning in a more accurate or understandable form. The text is streamlined, with the colon (:) employed as a symbol for the words “shall be”, “shall have”, “shall conform with”, “shall comply with”, or “shall meet the requirements of”. The colon is also used to separate a paragraph title or heading from the text that follows.

1.1.42 **Standards, Rules, and Regulations referred to are recognized printed standards and shall be considered as one and a part of these specifications within limits specified. Federal, state and local regulations are incorporated into the Contract Documents by reference.**

1.1.43 **Subcontractor, as used herein, includes those having direct or indirect contracts with Contractor and ones who furnished labor, material or services for a special design according to drawings and specifications of this Work, but does not include ones who merely furnish material not so worked.**

1.1.44 **Substantial Completion.** The date on which the Work or designated portion thereof, as certified by the District and Architect, is sufficiently complete, in accordance with the Contract Documents, so the District, may occupy or utilize the Work or designated portion thereof for the use for which it is intended.

1.1.45 **Surety is the person, firm, or corporation that executes as surety the Contractor’s Performance Bond and Payment Bond.**
1.1.46 Work of the Contractor or Subcontractor shall include all labor, materials and equipment necessary for the Contractor to fulfill all of its obligations pursuant to the Contract Documents. It shall include the initial obligation of any Contractor or Subcontractor who performs any portion of the Work, to visit the Site of the proposed Work (a continuing obligation after the commencement of the Work), to fully acquaint and familiarize itself with the conditions as they exist and the character of the operations to be carried out under the Contract Documents, and make such investigation as it may see fit so that it shall fully understand the facilities, physical conditions, and restrictions attending the Work under the Contract Documents. Each such Contractor or Subcontractor shall also thoroughly examine and become familiar with the Drawings, Specifications, and associated bid documents before preparing and submitting any bid.

1.1.47 Workers includes laborers, workers, and mechanics.

1.2 EXECUTION, CORRELATION AND INTENT

1.2.1 Correlation and Intent

1.2.1.1 Documents Complementary and Inclusive. The Contract Documents are complementary and are intended to include all items required for the proper execution and completion of the Work. All Contract Documents form the Contractor’s contract with the District. Any item of Work mentioned in the Specifications and not shown on the Drawings, or shown on the Drawings and not mentioned in the Specifications, shall be provided by Contractor as if shown or mentioned in both

1.2.1.2 Coverage of the Drawings and Specifications. The Drawings and Specifications generally describe the Work to be performed by Contractor. Generally, the Specifications describe Work which cannot be readily indicated on the Drawings and indicate types, qualities, and methods of installation of the various materials and equipment required for the Work. It is not intended to mention every item of Work in the Specifications, which can be adequately shown on the Drawings, or to show on the Drawings all items of Work described or required by the Specifications even if they are of such nature that they could have been shown. All materials or labor for Work, which is shown on either the Drawings or the Specifications (or is reasonably inferable therefrom as being necessary to complete the Work), shall be provided by the Contractor to provide a complete project. It is intended that the Work be of sound, quality construction, and the Contractor shall be responsible for the inclusion of adequate amounts to cover installation of all items indicated, described, or implied in the portion of the Work to be performed by them.

1.2.1.3 Conflicts. In the event there is a discrepancy between the various Contract Documents, the more stringent, higher quality, and greater quantity of Work shall apply.

1.2.1.4 Conformance With Laws. Each and every provision of law required by law to be inserted in this Contract shall be deemed to be inserted herein, and the
1.2.1.5 Before submitting its Bid, Contractor shall check and review the Drawings and Specifications for such portion for conformance and compliance with all laws, ordinances, codes, rules and regulations of all governmental authorities and public and municipal utilities affecting the construction and operation of the physical plant of the Project, all quasi-governmental and other regulations affecting the construction and operation of the physical plant of the Project, and other special requirements, if any, designated in the Contract Documents. Such checking shall include Title 21 and Title 24 of the California Code of Regulations, California Building Code, local utility, local water connection, local grading and all other applicable agencies. In the event Contractor observes any violation of any law, ordinance, code, rule or regulation, or inconsistency with the Contract Documents prior to submitting its bid or after submitting its bid if discovered thereafter, Contractor shall, within five (5) days, notify Architect and District in writing of same and shall ensure that any such violation or inconsistency shall be corrected in the manner provided hereunder prior to the construction of that portion of the Project.

1.2.1.6 The Contractor shall bear all expenses of correcting Work done contrary to said laws, ordinances, rules, and regulations if the Contractor performed same (1) without first consulting the Architect for further instructions regarding said Work or (2) disregarded the Architect’s instructions regarding said work.

1.2.1.7 *Ambiguity and Inconsistency.* Before submitting its Bid, Contractor shall carefully examine all Drawings and Specifications and other information given to Contractor as to materials and methods of construction and other Project requirements. Contractor shall notify District in writing of any perceived or alleged error, inconsistency, conflict, ambiguity, or lack of detail or explanation in the Drawings and Specifications in the manner provided herein. If the Contractor or its Subcontractors, material or equipment suppliers, or any of their officers, agents, and employees performs, permits, or causes the performance of any Work under the Contract Documents, which it knows or should have known to be in error, inconsistent, or ambiguous, or not sufficiently detailed or explained, Contractor shall bear any and all costs arising therefrom including, without limitation, the cost of correction thereof without increase or adjustment to the Contract Price or the time for performance. If Contractor performs, permits, or causes the performance of any Work under the Contract Documents prepared by or on behalf of Contractor which is in error, inconsistent or ambiguous, or not sufficiently detailed or explained, Contractor shall bear any and all resulting costs, including, without limitation, the cost of correction, without increase to or adjustment in the Contract Price or the time for performance.

1.2.2 Addenda and Deferred Approvals
1.2.2.1 Addenda are the changes in specifications, drawings, and contract documents, which have been authorized in writing by the District or Architect prior to receipt of bids, and which alter, explain, or clarify the contract documents. Addenda shall govern over all other Contract Documents. Subsequent addenda issued shall govern over prior addenda unless otherwise specified in the addenda.

1.2.2.2 Deferred Approvals. Contract Documents which require deferred approval items are meant to be for illustration purposes only. Contractor is responsible for all deferred approval requirements set forth in the Contract Documents. Contractor is responsible to comply with all laws, building codes, and regulations necessary to obtain all necessary approvals, including those required from the Division of the State Architect (“DSA”) and the State Fire Marshall. Contractor shall not be granted an extension of time for failure to obtain necessary approvals due to failure to comply with laws, building codes, and other regulations (including Title 24 of the California Code of Regulations). Contractor shall schedule all deferred approval items in its progress schedule pursuant to Specification Section 01310, Construction Scheduling. If Contractor fails to include deferred-approval items in its schedule which results in a critical path delay, then Contractor shall be subject to the assessment of liquidated damages.

1.2.2.3 Deferred Approval Requirements. Deferred approvals shall be submitted and processed pursuant to the requirements of Division 1 of the Specifications. All deferred approvals shall be prepared by Contractor or Contractor’s agent early enough so as to not delay the Project. Contractor is aware that Title 21 California Code of Regulations Section 17(g) and Title 24 California Code of Regulations Section 4-317 have specific requirements for deferred approval as to governing agencies and as to the Architect and Engineer for the Project. As a result, any delay associated with the time for approval by applicable agencies or by the Architect or Architect’s consultants shall be Contractor’s.

1.2.3 Specification Interpretation

1.2.3.1 Titles. The Specifications are separated into titled sections for convenience only and not to dictate or determine the trade or craft involved.

1.2.3.2 As Shown, Etc. Where “as shown,” “as indicated,” “as detailed,” or words of similar import are used, reference is made to the Drawings accompanying the Specifications unless otherwise stated. Where “as directed,” “as required,” “as permitted,” “as authorized,” “as accepted,” “as selected,” or words of similar import are used, the direction, requirement, permission, authorization, approval, acceptance, or selection by Architect is intended unless otherwise stated.

1.2.3.3 General Conditions. The General Conditions and Supplementary General Conditions are a part of each and every section of the Specifications.

1.2.3.4 Abbreviations. In the interest of brevity, the Specifications are written in an abbreviated form and may not include complete sentences. Omission of words or phrases such as “Contractor shall,” “shall be,” etc., are intentional. Nevertheless, the
requirements of the Specifications are mandatory. Omitted words or phrases shall be supplied by inference in the same manner as they are when a “note” occurs on the Drawings. In the interest of brevity, the Contract Documents frequently omit modifying words such as “all” and “any” and articles such as “the” and “an,” but the fact that a modifier or an article is absent from one statement and appears in another is not intended to affect the interpretation of either statement.

1.2.3.5 Plural. Words in the singular shall include the plural whenever applicable or the context so indicates.

1.2.3.6 Metric. The Specifications may indicate metric units of measurement as a supplement to U.S. customary units. When indicated thus: 1” (25 mm), the U.S. customary unit is specific, and the metric unit is nonspecific. When not shown with parentheses, the unit is specific. The metric units correspond to the “International System of Units” (SI) and generally follow ASTM E 380, “Standard for Metric Practice.”

1.2.3.7 Standard Specifications. Any reference to standard specifications of any society, institute, association, or governmental authority is a reference to the organization’s standard specifications, which are in effect at the date of the Contractor’s proposal unless directed otherwise. If applicable specifications are revised prior to completion of any part of the Work, the Contractor may, if acceptable to Architect, perform such Work in accordance with the revised specifications. The standard specifications, except as modified in the Specifications for the Project, shall have full force and effect as though printed in the Specifications. Architect will furnish, upon request, information as to how copies of the standard specifications referred to may be obtained.

1.2.4 Rules of Document Interpretation

1.2.4.1 In the event of conflict within the drawings, the following rules shall apply:

(a) General Notes, when identified as such, shall be incorporated into other portions of Drawings.

(b) Schedules, when identified as such, are complementary with other notes and other portions of Drawings including those identified as General Notes.

(c) Larger scale drawings shall take precedence over smaller scale drawings.

(d) At no time shall the Contractor base construction on scaling of drawings.

1.2.4.2 Specifications shall govern as to materials, workmanship, and installation procedures.

1.2.4.3 If Contractor observes that drawings and specifications are in conflict, Contractor shall, within five (5) days, notify the Architect in writing for the purposes of obtaining an interpretation of the Contact Documents.
1.2.4.4 In the case of conflict or inconsistencies, the order of precedence shall be as follows:

(a) General Conditions take precedence over Drawings and Specifications.
(b) Special Conditions take precedence over General Conditions.
(c) The Agreement shall take precedent over the Special Conditions.
(d) In the case of disagreement or conflict between or within standards, specifications, and drawings, the more stringent, higher quality, and greater quantity of Work shall apply.

1.3 OWNERSHIP AND USE OF ARCHITECT’S DRAWINGS, SPECIFICATIONS AND OTHER DOCUMENTS

The Drawings, Specifications, and other contract documents for the Project are the property of the District and/or Architect pursuant to Education Code § 17316. The Contractor may retain one contract record set. Neither the Contractor nor any Subcontractor, or material or equipment supplier shall own or claim a copyright in the Drawings, Specifications, and other documents prepared by the Architect. All copies except the Contractor’s record set, shall be returned or properly accounted for upon completion of the Work. The Drawings, Specifications, and other documents prepared by the Architect, and copies thereof furnished to the Contractor are not to be used by the Contractor or any Subcontractor, Sub-subcontractor, or material or equipment supplier on other projects or for additions to this Project outside the scope of the Work. The District and/or Architect hereby grants the Contractor, Subcontractors, Sub-subcontractors, and material or equipment suppliers a limited license to use applicable portions of the Drawings, Specifications, and other documents prepared for the Project in the execution of their Work under the Contract Documents. Submittal or distribution to meet official regulatory requirements or for other purposes in connection with this Project is not to be construed as publication in derogation of the District’s property interest or other reserved right.

ARTICLE 2
DISTRICT

2.1 INFORMATION AND SERVICES REQUIRED OF THE DISTRICT

2.1.1 Site Survey.
If applicable, the District will furnish, at its expense, a legal description of the Site and a land survey showing the boundaries of the Site. Contractor shall be responsible for all surveys regarding location of construction, grading and site work.

2.1.2 Soils.

When required by the scope of the Project, the District will furnish, at its expense, the services of geotechnical engineers or consultants when reasonably required and deemed necessary by the Architect or as required by local or state codes. Such services, with written reports and appropriate written professional recommendations, may include test boring, test pits, soil bearing values, percolation tests, air and water pollution tests, and ground corrosion and resistivity tests, including necessary operations for determining subsoil, air, and water conditions.

2.1.3 Contractor Reliance.

A soils investigation report has been obtained from test holes at the Site, and such report is available for the Contractor’s use in preparing its bid and Work under this Contract. The soils report is provided for review. Any information obtained from such report or any other information given on drawings as to subsurface soil condition or to elevations of existing grades or elevations of underlying rock is approximate only. If, during the course of Work under this Contract, Contractor encounters subsurface conditions which differ materially from those indicated in the soils investigation report, then Contractor shall notify the District within five (5) calendar days of discovery of the condition, and changes to the contract price may be made in accordance with Specification Section 01250 entitled “Contract Modification Procedures.” Contractor agrees that no claim against District will be made by Contractor for damages and hereby waives any rights to damages in the event the Contractor fails to notify District within the five-day period mentioned above.

**WARNING: DISTRICT DOES NOT WARRANT THE SOILS AT THE PROJECT SITE. SOILS INVESTIGATION REPORT IS PROVIDED FOR CONTRACTORS INFORMATION ONLY. CONTRACTOR HAS CONDUCTED AN INDEPENDENT INVESTIGATION OF THE PROJECT SITE AND THE SOILS CONDITIONS OF THE SITE. DISTRICT DOES NOT WARRANT THE SOILS CONDITIONS OF THE SITE AND CONTRACTOR IS FULLY RESPONSIBLE TO ASCERTAIN SITE CONDITIONS FOR THE PURPOSES OF DETERMINING CONSTRUCTION MEANS AND METHODS PRIOR TO COMMENCING CONSTRUCTION. THE SOILS INVESTIGATION REPORT IS NOT A CONTRACT DOCUMENT.**

2.1.4 Utilities.

2.1.4.1 Regional Notification Center. Contractor, except in an emergency, shall contact the appropriate regional notification center at least two working days prior to commencing any excavation if the excavation will be conducted in an area or in a private easement which is known, or reasonably should be known, to contain subsurface installations other than the underground facilities owned or operated by the District, and obtain an
inquiry identification number from that notification center. No excavation shall be commenced and carried out by the Contractor unless such an inquiry identification number has been assigned to the Contractor or any subcontractor of the Contractor and the District has been given the identification number by the Contractor. Any damages arising from failure to make appropriate regional notification shall be at the sole risk of Contractor. Any delays caused by failure to make appropriate regional notification shall be at the sole risk of Contractor and shall not be considered for extension of time pursuant to Paragraph 8.4.

2.1.4.2 Utilities – Removal and Restoration

The District has endeavored to determine the existence of utilities at the Site of the Work from the records of the District of known utilities in the vicinity of the Work. The positions of these utilities as derived from such records are shown in the Contract Documents.

No excavations were made to verify the locations shown for underground utilities. The service connections to these utilities may not be shown on the drawings. It shall be the responsibility of the Contractor to determine the exact location of all service connections. The Contractor shall make its own investigations, including exploratory excavations, to determine the locations and type of service connections, prior to commencing work which could result in damage to such utilities. The Contractor shall immediately notify the District’s representative as to any utility discovered by Contractor in a different position than shown in the Contract Documents or which is not shown on the Contract Documents.

Contractor shall coordinate its Work with all utilities, including, but not limited to electricity, water, gas and telephone and meet with said utilities prior to the start of any work.

2.1.4.3 Other Utilities.

In case it should be necessary to remove, relocate, or temporarily maintain a utility because of interference with the Work, the work on the utility shall be performed and paid for as follows:

When it is necessary to remove, relocate or temporarily maintain a service connection, the cost of which is not required to be borne by the owner thereof, the Contractor shall bear all expenses incidental to the work on the service connection. The work on the service connection shall be done in a manner satisfactory to the owner thereof; it being understood that the owner of the service connection has the option of doing such work with his own forces or permitting the work to be done by the Contractor.

When it is necessary to remove, relocate, or temporarily maintain a utility which is in the position shown on the drawings, the cost of which is not required to be borne by the owner thereof, the Contractor shall bear all expenses incidental to the work on the utility. The work on the utility shall be done in a manner satisfactory to the owner thereof; it being
understood that the owner of the utility has the option of doing such work with his own forces or permitting the work to be done by the Contractor.

When it is necessary to remove, relocate, or temporarily maintain a utility which is not shown on the drawings or is in a position different from that shown on the drawings and were it in the position shown on the drawings would not need to be removed, relocated, or temporarily maintained, and the cost of which is not required to be borne by the owner thereof, the District will make arrangements with the owner of the utility for such work to be done at no cost to the Contractor, or will require the Contractor to do such work in accordance with Specification Section 01250 or will make changes in the alignment and grade of the Work to obviate the necessity to remove, relocate, or temporarily maintain the utility. Changes in alignment and grade will be ordered in accordance with Specification Section 01250.

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

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

2.1.5 Existing Utility Lines; Removal, Relocation.

2.1.5.1 Main or Trunkline Facilities

If the Contractor while performing the contract discovers utility facilities not identified by the District in the Contract Documents, Contractor shall, within five (5) days, notify the District and utility in writing.

The District has the responsibility to identify, with reasonable accuracy, main or trunkline facilities on the drawings and specifications. In the event that main or trunkline utility facilities are not identified with reasonable accuracy in the drawings and specifications, District shall assume the responsibility for their timely removal, relocation, or protection.

The owner of the public utility shall have the sole discretion to perform repairs or relocation work or permit the Contractor to do such repairs or relocation work at a reasonable price.

The Contractor shall exercise reasonable care and shall be compensated by the District for the actual verified field costs of locating, and removing, relocating, protecting or temporarily maintaining such main or trunkline utility facilities not indicated with reasonable accuracy in the drawings and specifications, and for equipment in use on the project necessarily idled during such work. This work shall be performed in accordance with Specification Section 01250 of these Contract Documents.
Alternatively, District may make changes in the alignment and grade of the work to obviate the need to remove, relocate, or temporarily maintain the utility, in accordance with Specification Section 01250 or District may make arrangements with the owner of the utility for such work to be done at no cost to the Contractor.

The Contractor shall not be assessed a forfeiture for delay in completion of the Project when such delay is caused by the failure of the District or the owner of the utility to provide for the removal, relocation, protection or temporary maintenance of all such main or trunkline facilities not indicated with reasonable accuracy.

Nothing herein shall preclude the District from pursuing any appropriate remedy against the utility for delays which are the responsibility of the utility.

Nothing herein shall be construed to relieve the utility from any obligation as required either by law or by contract to pay the cost of removal or relocation of existing utility facilities.

2.1.5.2 Assessment. These subparagraphs shall not be construed to preclude assessment against the Contractor for any other delays in completion of the Work. Nothing in these subparagraphs shall be deemed to require the District to indicate the presence of existing service laterals or appurtenances whenever the presence of such utilities on the Site can be inferred from the presence of other visible facilities, such as buildings, or meter junction boxes on or adjacent to the Site.

2.1.5.3 Notification. If the Contractor, while performing Work under this Contract, discovers utility facilities not identified by the District in the Contract Documents, Contractor shall, within five (5) days, notify the District and the utility in writing. If Contractor fails to notify the District within five (5) days after discovery of any utility facilities not identified by District in the Contract Documents, Contractor waives all rights to be compensated for any extra Work or damages resulting from such discovered utilities.

2.1.6 Easements.

District shall secure and pay for easements for permanent structures or permanent changes in existing facilities, if any, unless otherwise specified in the Contract Documents.

2.2 DISTRICT’S RIGHT TO CARRY OUT THE WORK

If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents, including, but not limited to:

1. Failure to supply adequate workers on the entire Project or any part thereof;
2. Failure to supply a sufficient quantity of materials;
Failure to perform any provision of this Contract;
Failure to comply with safety requirements, or due to Contractor is creation of an unsafe condition;
In the case of bona fide emergency;
Failure to order materials in a timely manner;
Failure to prepare deferred-approval items or shop drawings in a timely manner;
Failure to comply with Contractor’s schedule which would result in a delay to the critical path;
Failure to comply with the Subletting and Subcontracting Fair Practices, Public Contract Code section 4100, et seq.

If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents, and fails (within a five-day period after receipt of written notice or a shorter time period expressly stated in the written notice from the District in an emergency situation) to commence and continue correction of such default with diligence and promptness, the District may correct such deficiencies without prejudice to other remedies the District may have, including those set forth in Article 14 after providing five-day written notice to Contractor and Surety. If during this five (5) day period, Surety personally delivers notice to District that it intends to perform such work, District shall allow Surety seven (7) days to perform. In an emergency situation, the District may correct such deficiencies without prejudice to other remedies the District may have, including those set forth in Article 14 after providing 48 hours’ notice to the Contractor. In either case, the Contractor will be invoiced the cost of correcting such deficiencies, including compensation for additional services and expenses made necessary by such default, or neglect. The invoice amount shall be deducted from the next payment due the Contractor. If payments then or thereafter due the Contractor are not sufficient to cover such amounts, the Contractor shall pay the difference to the District.

ARTICLE 3
THE CONTRACTOR

3.1 SUPERVISION AND CONSTRUCTION PROCEDURES

3.1.1 Contractor.
The Contractor shall continually supervise and direct the Work using the Contractor’s best skill and attention. The Contractor shall be solely responsible for and have control over construction means, methods, techniques, sequences, procedures; and shall coordinate all portions of the Work under the Contract, unless the Contract Documents give other specific instructions concerning these matters. The Contractor shall not perform the Work without utilizing the Contract Documents or, where required, approved shop drawings, product data, or samples for any such portion of the work. If any of the Work is performed by contractors retained directly by the District, Contractor shall be responsible for the coordination and sequencing of the work of those other contractors so as to avoid any impact on the project schedule pursuant to the requirements of Article 6 and Article 8. Specific duties of the Contractor shall include those set out in Section 43 of Title 21 of the California Code of Regulations and Section 4-343 of Title 24 of the California Code of Regulations. These duties include, but are not limited to the following:

(a) Responsibilities. It is the duty of the Contractor to complete the Work covered by his or her contract in accordance with the approved drawings and specifications. The Contractor in no way is relieved of any responsibility by the activities of the Architect, Engineer, Inspector or DSA in the performance of their duties.

(b) Performance of the work. The Contractor shall carefully study the approved drawings and specifications and shall plan its schedule of operations well ahead of time. If at any time it is discovered that work is being done which is not in accordance with the approved drawings and specifications, the contractor shall correct the work immediately.

All inconsistencies or times which appear to be in error in the drawings and specifications shall promptly be called to the attention of the Architect or, Engineer, for interpretation or correction. Local conditions which may affect the structure shall be brought to the Architect’s attention at once. In no case, shall the instruction of the Architect be construed to cause work to be done which is not in conformity with the approved drawings, specifications, change orders, construction change directives, and as required by law.

The Contractor shall not carry on Work except with the knowledge of the Inspector of Record.

(c) Verified Reports. The Contractor shall make and submit to the District from time to time, verified reports as required in Section 36 of Title 21 and Section 4-366 of Title 24.

Contractor shall fully comply with any and all reporting requirements of Education Code Sections 81147.

3.1.2 Contractor Responsibility.

The Contractor shall be responsible to the District for acts and omissions of the Contractor’s employees, Subcontractors, material and equipment suppliers, and their agents,
employees, invitees, and other persons performing portions of the Work under direct or indirect contract with the Contractor or any of its Subcontractors.

3.1.3 Obligations not Changed by Architect’s Actions.

The Contractor shall not be relieved of obligations to perform the Work in accordance with the Contract Documents either by activities or duties of the Architect in the Architect’s administration of the Contract or by tests, inspections, or approvals required or performed by persons other than the Contractor.

3.1.4 Acceptance/Approval of Work.

The Contractor shall be responsible to determine when any completed portions of the Work already performed under this Contract or provided pursuant to Article 6 are suitable to receive subsequent Work thereon.

3.1.5 Performance of Work With Own Force.

Contractor shall perform at least 10% of the Work, exclusive of supervisory and clerical work without the services of any subcontractor. Contractor shall supervise and direct the work competently and efficiently, devoting such attention thereto and applying such skills as may be necessary to perform the Work in accordance with the Contract Documents. Contractor shall submit scope of specific work to be self-performed at same time as submission of subcontractor percent of work list required by Section 00300.

3.2 SUPERVISION

3.2.1 Full Time Supervision.

Unless personally present on the Project site where the Work is being performed, the Contractor shall keep on the Work at all times during its progress a competent construction Superintendent satisfactory to the District. The Superintendent shall be present on a full-time basis, shall be dedicated exclusively to the Project and shall not share superintendency duties with another project or job. The Superintendent shall not be replaced except with written consent of the District. The Superintendent shall represent the Contractor in its absence and shall be fully authorized to receive and fulfill any instruction from the Architect, the Inspector, the District or any other District representative. All Requests for Information shall be originated by the Superintendent and responses thereto shall be given to the Superintendent. No Work shall begin on any day by any Subcontractor or other person on the Project site until the Superintendent has arrived, or shall any Work continue during the day after the Superintendent has departed from the Project site. The Superintendent shall have authority to bind Contractor through the Superintendent’s acts. The Superintendent shall represent the Contractor, and communications given to the Superintendent shall be binding on the Contractor. Before commencing the Work, Contractor shall give written notice to District and Architect of the name and a Statement of Qualifications of such superintendent for District approval. Superintendent shall not be
3.2.2 Staff.

Notwithstanding other requirements of the contract documents, the Contractor and each Subcontractor shall: (1) furnish a competent and adequate staff as necessary for the proper administration, coordination, supervision, and superintendence of its portion of the Work; (2) organize the procurement of all materials and equipment so that the materials and equipment will be available at the time they are needed for the Work; and (3) keep an adequate force of skilled and fit workers on the job to complete the Work in accordance with all requirements of the Contract Documents.

3.2.3 Right to Remove.

District shall have the right, but not the obligation, to require the removal from the Project of any superintendent, staff member, agent, or employee of any Contractor, Subcontractor, material or equipment supplier.

3.3 LABOR AND MATERIALS

3.3.1 Contractor to Provide.

Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for labor, material, equipment, tools, construction equipment and machinery, water, heat, air conditioning, utilities, transportation, and other facilities, services and permits necessary for proper execution and completion of the Work whether temporary or permanent and whether or not incorporated or to be incorporated in the Work.

3.3.2 Quality.

Unless otherwise specified, all materials and equipment to be permanently installed in the Project shall be new and shall be of the highest quality or as specifically stated in the Contract Documents. The Contractor shall, if requested, furnish satisfactory evidence as to kind and quality of all materials and equipment within ten (10) days of a written request by the District, including furnishing the District with bona fide copies of invoices for materials or services provided on the Project. All labor shall be performed by workers skilled in their respective trades, and shall be of the same or higher quality as with the standards of other school construction.

3.3.3 Replacement.

Any work, materials, or equipment, which do not conform to these requirements or the standards set forth in the Contract Documents, may be disapproved by the District, in which
case, they shall be removed and replaced by the Contractor at no additional cost or extension of time to the District.

### 3.3.4 Discipline.

The Contractor shall enforce strict discipline and good order among the Contractor’s and Subcontractor’s employees, and other persons carrying out the Contract. The Contractor shall not permit employment of unfit persons or persons not skilled in tasks assigned to them. As used in this subsection, “unfit” includes any person who the District concludes is improperly skilled for the task assigned to that person, who fails to comply with the requirements of this article, or who creates safety hazards which jeopardize other persons and/or property.

### 3.3.5 Not used.

### 3.3.6 Noise, Drugs, Tobacco, and Alcohol.

Contractor shall take all steps necessary to insure that employees of Contractor or any of its subcontractors’ employees do not use, consume, or work under the influence of any alcohol, tobacco or illegal drugs while on the project. Contractor shall further prevent any of its employees or its subcontractor employees from playing any recorded music devices or radios or wearing any radio headphone devices for entertainment while working on the project. Likewise, Contractor shall prevent its employees or subcontractor’s employees from bringing any animal onto the project. Contractors shall not violate any written school policies.

### 3.3.7 Delivery of Material.

Contractor shall place orders for materials or equipment so that the Work may be completed in accordance with the Construction schedule for the Work as set forth in Article 8 of this Agreement. Contractor shall, upon demand from the Architect, furnish to the Architect documentary evidence including, but not limited to purchase orders, invoices, bills of materials, work orders and bills of lading, showing that orders have been placed.

### 3.3.8 Liens and Other Security Interests of Subcontractors and Material Suppliers.

No material, supplies, or equipment for the Work shall be purchased subject to any chattel mortgage or under a conditional sale or other agreement by which an interest therein or in any part thereof is retained by seller or supplier. Contractor warrants good title to all material, supplies, and equipment installed or incorporated in Work and agrees upon completion of all Work to deliver premises, together with all improvements and appurtenances constructed or placed thereon by it, to District free from any claims, security interests, liens, or charges. Contractor further agrees that neither it nor any person, firm, or corporation furnishing any materials or labor for any Work covered by this Contract shall have any right to place a lien upon the premises or any improvement or appurtenance thereof, except that Contractor may install metering devices or other equipment of a utility company or political subdivision, title to which is commonly retained by the utility company or political subdivision. In event of installation of any such metering device or equipment, Contractor shall advise District as to its owner within five (5) days of such installation in writing, prior to making the installation.
3.3.9 Title to Materials.

The title to new materials or equipment for the Work of this Contract, and attendant liability for its protection and safety, shall remain with Contractor until incorporated in the Work of this Contract and accepted by the District and Architect; no part of said materials shall be removed from its place of storage, and Contractor shall keep an accurate inventory of all said materials and equipment in a manner satisfactory to the District or its authorized representative.

3.3.10 Assemblies.

For all material and equipment specified or indicated in the Drawings, the Contractor shall provide all labor, materials, equipment, and services necessary for complete assemblies and complete working systems. Incidental items not indicated on the Drawings, nor mentioned in the Specifications, that can legitimately and reasonably be inferred to belong to the Work described, or be necessary in good practice to provide a complete assembly or system, shall be furnished as though itemized in the Contract Documents in every detail. In all instances, material and equipment shall be installed in strict accordance with each manufacturer’s most recent published recommendations and specifications.

3.4 NOISE CONTROL

The Contractor shall be responsible for the installation and maintenance of noise reducing devices on construction equipment. Contractor shall comply with the requirements of the city and county having jurisdiction with regard to noise ordinances governing construction sites and activities. Construction equipment noise is subject to the control of the Environmental Protection Agency’s Noise Control Program (Part 204 of Title 40, Code of Federal Regulations).

3.5 WARRANTY

The Contractor warrants to the District and Architect that material and equipment furnished under the Contract will be of the highest quality and new unless otherwise required or permitted by the Contract Documents, that the Work will be free from defects not inherent in the quality required or permitted, and that the Work will conform with the requirements of the Contract Documents. Work not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective. Contractor’s warranty and guaranty to District includes, but is not limited to the following representations:

(a) In addition to any other warranties and guaranties provided elsewhere, Contractor shall, and hereby does, warrant all Work after the date of Notice of Completion of Work by District and shall repair or replace any or all such work, together with any other work, which may be displaced in so doing that may prove defective in workmanship or materials within a one (1) year period from date of completion as defined in Public Contract Code Section 7107(c) without
expense whatsoever to District, ordinary wear and tear, unusual abuse or neglect excepted. District will give notice of observed defects with reasonable promptness. Contractor shall notify District upon completion of repairs.

(b) In the event of failure of Contractor to comply with above mentioned conditions within one week after being notified in writing, District is hereby authorized to proceed to have defects repaired and made good at expense of Contractor who hereby agrees to pay costs and charges therefore immediately on demand.

(c) If, in the opinion of the District, defective Work creates a dangerous condition or requires immediate correction or attention to prevent further loss to the District, the District will attempt to give the notice required by this Article. If the Contractor cannot be contacted or does not comply with the District’s requirements for correction within a reasonable time as determined by the District, the District may, notwithstanding the provisions of this article, proceed to make such correction or attention which shall be charged against Contractor. Such action by the District will not relieve the Contractor of the guarantee provided in this Article or elsewhere in this Contract.

(d) This Article does not in any way limit the guarantee on any items for which a longer warranty or guaranty is specified or on any items for which a manufacturer gives a guarantee for a longer period. Contractor shall furnish District all appropriate guaranty or warranty certificates upon completion of the project.

3.6 **TAXES**

Contractor will pay all applicable Federal, State, and local taxes on all materials, labor, or services furnished by it, and all taxes arising out of its operations under the Contract Documents. District is exempt from Federal Excise Tax, and a Certificate of Exemption shall be provided upon request.

3.7 **PERMITS, FEES AND NOTICES**

3.7.1 Payment.

The Contractor shall secure and pay for all permits and governmental fees, licenses, and inspections necessary for proper execution and completion of the Work which are necessary after execution of the Contract and are legally required by any authority having jurisdiction over the Project, except those required by the Division of the State Architect (DSA). District shall be responsible for all testing and inspection as required by the DSA on-site or within the distance limitations set forth in Paragraph 13.5.2, unless a different mileage range is specified in the Special Conditions.
3.7.2 Compliance.

The Contractor shall comply with and give notices required by any law, ordinance, rule, regulation, and lawful order of public authorities bearing on performance of the Work.

3.7.3 Responsibility.

The Contractor shall perform all Work in conformance with every applicable law, statute, ordinance, building code, rule or regulation. The Contractor shall assume full responsibility for such Work and shall bear the attributable cost of correction or project delay.

3.8 DSA VERIFIED REPORTS AND CERTIFICATE OF COMPLIANCE

3.8.1 Contractor Actions.

The Contractor acknowledges and agrees that a material obligation of the Contractor under the Contract Documents is the completion by the Contractor of all actions and activities which by the Contract Documents or by operation of applicable law, code, rule or regulation are the responsibility of the Contractor relating to DSA reporting requirements pursuant to Education Code §81141 (including amendments thereto) and issuance of DSA’s Certificate of Compliance for the Project pursuant to Education Code §81147 (including amendments thereto) upon completion of Project construction. The foregoing shall include without limitation, the timely preparation, completion and filing of Verified Reports during Project construction and the filing of the Final Verified Report with DSA within ten (10) days of the determination of Project Final Completion. The Contractor shall provide the Project Inspector, Architect, Construction Manager retained by the District for the Project and the District with copies of all Verified Reports completed by the Contractor and submitted to DSA; such copies shall be provided to the Project Inspector, Architect, the Construction Manager and the District concurrently with the Contractor’s submission thereof to DSA.

3.8.2 Final Verified Report.

Notwithstanding any provision of the Contract Documents to the contrary, the completion and filing of the Final Verified Report with DSA by the Contractor is an express condition precedent to the District’s disbursement of Twelve Thousand Dollars ($12,000) of the Contract Price due the Contractor under this Agreement (“the Final Verified Report”). The Final Verified Report is in addition to, and not in lieu of, retention withheld and retained by the District from Progress Payments disbursed to the Contractor during construction. The District’s disbursement of the Final Verified Report to the Contractor shall be made by the District within thirty (30) days of the presentation by the Contractor to the District, Project Inspector, and Architect, of reasonably satisfactory written evidence that the Contractor has filed the Contractor’s Final Verified Report with DSA in accordance with the preceding and the submission of a billing statement by the Contractor to the District for payment of the Final Verified Report. If the Contractor fails to file the Final Verified Report with DSA within ten (10) days of the determination of the Contract Final Completion, notwithstanding the preparation...
or filing of such Final Verified Report by the Contractor thereafter, the District may in the sole and exclusive discretion of the District withhold from disbursement to the Contractor all or any part of the Final Verified Report as damages for the failure of the Contractor to have timely discharged its obligations hereunder.

3.9  (Not used.)

3.10  DOCUMENTS AND SAMPLES AT THE SITE

The Contractor shall maintain at the Site for the District one current copy of the International Building Code, Titles 19, 21 and 24 of the California Code of Regulations and one record copy of the Drawings, Specifications, Addenda, Change Orders, and other Modifications, in good order and marked currently to record changes and selections made during construction. In addition, the Contractor shall maintain at the Site approved Shop Drawings, Product Data, Samples, and similar required submittals. These documents shall be available to the Architect and shall be delivered to the Architect for delivery to the District upon completion of the Work.

3.11  SUBSTITUTIONS

3.11.1  NOT USED

3.11.2  NOT USED

3.11.3  NOT USED

3.11.4  PRODUCT SUBSTITUTIONS

3.11.4.1 One Product Specified. Unless the Specifications state that no substitution is permitted, whenever the Contract Documents indicate any specific article, device, equipment, product, material, fixture, patented process, form, method, or type of construction or any specific name, make, trade name, or catalog number, with or without the words “or equal,” such specification shall be deemed to be used for the purpose of facilitating description of the material, process, or article desired and shall be deemed to be followed by the words “or equal” unless the Contract Documents specify “no substitution allowed”, “no equal”, “no equivalent”, “to match campus standard”, or other language with similar meaning, in which case no substitutions will be allowed. Pursuant to Paragraph 3.11.4.3, the Contractor may, unless otherwise stated, at time of bid offer any material, process, article, etc., which shall be materially equal or better in every respect to that so indicated or specified (“Specified Item”) and will completely accomplish the purpose of the Contract Documents.

3.11.4.2 Products Specified Which are Commercially Unavailable. If the Contractor fails to make a request for substitutions for products, with its bid, and such products subsequently become commercially unavailable, the Contractor may request a substitution for such commercially unavailable item. The decision to grant this request
is solely at the District’s discretion. The written approval of the District, consistent with the procedure for Change Orders, shall be required for the use of a proposed substitute material. The District may condition its approval of the substitution upon the delivery to District of an extended warranty or guaranty or other assurances of adequate performance of the substitution as well as an equitable deduction in the contract price should the substituted item cost less than the Specified Item. All risks of delay due the approval of a requested substitution by the DSA, or any other governmental agency having jurisdiction, shall be on the requesting party. All additional costs, all procurement and construction delays, and all costs for review by the Architect or its consultants shall be the responsibility of the Contractor and will be deducted from Contractor’s pay request.

3.11.4.3 Substitution Request Form. Requests for substitutions of products, materials, or processes in place of a Specified Item must be submitted in writing on the District’s Substitution Request Form (“Request Form”) within three (3) work days after bid opening, except as provided for in Paragraph 3.11.4.2.

The Request Form must be accompanied by evidence as to whether the proposed substitution:

1. Is equal in quality/service/ability to the Specified Item;
2. Will entail no changes in detail, construction, and scheduling of related work;
3. Will be acceptable in consideration of the required design and artistic effect;
4. Will provide no cost disadvantage to the District;
5. Will require no excessive or more expensive maintenance, including adequacy and availability of replacement parts; and
6. Will require no change of the construction schedule.

3.11.4.4 In completing the Request Form, the bidder must state, with respect to each requested substitution, whether the bidder will agree to provide the Specified Item in the event that the District denies the bidder’s request for such requested substitution. In the event that the bidder has agreed in the Request Form to provide the Specified Item and the District denies the bidder’s requested substitution for a Specified Item, the bidder shall provide the Specified Item without any additional cost or charge to the District.

3.11.4.5 After bids are opened, the apparent lowest bidder shall provide, within ten (10) days of opening such bids, any and all Drawing, Specifications, samples, performance data, calculations, and other information, as may be required to assist the Architect and the District in determining whether the proposed substitution is acceptable. The burden of establishing these facts shall be upon the bidder.

3.11.4.6 After the District’s receipt of such evidence by the bidder, the District will make its final decision as to whether the bidder’s request for substitution for any Specified Items will be granted. The decision as to whether a proposed request for substitution is equal to a Specified Item shall be at the sole discretion of the District.
Any request for substitution that is granted by the District shall be documented and processed through a Change Order. The District may condition its approval of any substitution upon delivery to the District of an extended warranty or guaranty or other assurances of adequate performance of the substitution. Any and all risks of delay due to approval by the DSA or any other governmental agency having jurisdiction shall be on the bidder.

3.11.4.7 If the Architect and District accept a proposed substitution, the Contractor agrees to pay for all engineering and design services, including, without limitation, compensation to the Architect and affected engineers for their required time to process such substitution through the Division of the State Architect, if required, and to make all changes and adjustments in materials or the work of all trades directly or indirectly affected by the substituted item or items at no cost to the District.

3.12 INTEGRATION OF WORK

3.12.1 Scope.

The Contractor shall be responsible for cutting, fitting, or patching to complete the Work and to make all parts fit together properly. Contractor shall be responsible for ensuring that all trades are coordinated and scheduled so as to ensure the timely and proper execution of the work. When modifying existing work or installing new Work adjacent to existing work, Contractor shall match, as closely as conditions of Site and materials will allow, the finishes, textures, and colors of the original work, refinishing existing work at no additional cost to District. All cost caused by defective or ill-timed work shall be borne by Contractor. Contractor shall be solely responsible for protecting existing work on adjacent properties and shall obtain all required permits for shoring and excavations near property lines.

3.12.2 Structural Members.

New or existing structural members and elements, including reinforcing bars and seismic bracing, shall not be cut, bored, or drilled except by written authority of the Architect. Work done contrary to such authority is at the Contractor’s risk and subject to replacement at its own expense without reimbursement under the Contract. Schedule delays resulting from Agency approvals for unauthorized work shall be the Contractor’s responsibility.

3.12.3 Subsequent Removal.

Permission to patch any areas or items of the Work shall not constitute a waiver of the District’s or the Architect’s right to require complete removal and replacement of the areas of items of the Work if, in the opinion of the Architect or the District, the patching does not satisfactorily restore quality and appearance of the Work or does not otherwise conform to the Contract Documents.

3.13 CLEANING UP
3.13.1 Contractor’s Responsibility.

Contractor at all times shall keep premises free from debris such as waste, dust, excess water, storm water runoffs, rubbish, and excess materials and equipment. Contractor shall not leave debris under, in, or about the premises, but shall promptly remove same from the premises and dispose of it in a lawful manner. Disposal receipts or dump tickets shall be furnished to the Architect within five (5) days of request. Upon completion of Work, Contractor shall clean interior and exterior of buildings, including fixtures, equipment, walls, floors, ceilings, roofs, window sills and ledges, horizontal projections, and any areas where debris has collected, so surfaces are free from foreign material or discoloration; Contractor shall clean and polish all glass, plumbing fixtures, equipment, finish hardware and similar finish surfaces. Upon completion of the Work, Contractor shall also remove temporary utilities, fencing, barricades, planking, sanitary facilities and similar temporary facilities from Site.

Contractor shall remove rubbish and debris resulting from the Work on a daily basis. Contractor shall maintain the structures and Site in a clean and orderly condition at all times until acceptance of the project by the District. Contractor shall keep its access driveways and adjacent streets, sidewalks, gutters and drains free of rubbish, debris and excess water by cleaning and removal each day.

3.13.1.1 In addition to the general cleaning, the following special cleaning shall be done at the completion of the work in accordance with the specifications including, but not limited to:

(a) Remove putty stains from glazing, then wash and polish glazing.

(b) Remove marks, stains, fingerprints and other soil or dirt from painted, stained or decorated work.

(c) Remove temporary protection and clean and polish floors and waxed surfaces.

(d) Clean and polish hardware and plumbing trim; remove stains, dust, dirt, plaster and paint.

(e) Remove spots, soil, plaster and paint from tile work, and wash tile.

(f) Clean all fixtures and equipment, remove excess lubrication, clean light fixtures and lamps, polish metal surfaces.

(g) Vacuum-clean carpeted surfaces.

(h) Remove debris from roofs, down spout and drainage system.

3.13.2 Failure to Cleanup.
If the Contractor fails to clean up as provided in the Contract Documents, the District may do so, and the cost thereof shall be the responsibility of the Contractor and deducted from the next progress payment.

3.14 ACCESS TO WORK

The Contractor shall provide the District, the Architect, Engineers and the Inspector of Record, access to the Work in preparation and progress wherever located. Contractor shall provide safe and proper facilities for such access so that District’s representatives may perform their functions.

3.15 ROYALTIES AND PATENTS

3.15.1 Payment and indemnity for Infringement.

Contractor shall hold and save the District and its officers, agents, and employees, the Architect, and the Architect’s consultants harmless from liability of any nature or kind, including cost and expense, for or on account of any patented or unpatented invention, process, article, or appliance manufactured or used in the performance of the contract, including its use by the District, unless otherwise specifically provided in the contract documents, and unless such liability arises from the sole negligence, or active negligence, or willful misconduct of the District, the Architect, or the Architect’s consultants.

3.15.2 Review.

The review by the Architect of any method of construction, invention, appliance, process, article, device, or material of any kind shall be for its adequacy for the Work and shall not be an approval for the use by the Contractor in violation of any patent or other rights of any person or entity.

3.16 INDEMNIFICATION

3.16.1 Contractor.

Contractor shall defend, indemnify and hold harmless District, Architect, Inspector, the State of California and their officers, employees, agents and independent contractors from all liabilities, claims, actions, liens, judgments, demands, damages, losses, costs or expenses of any kind arising from death, personal injury, property damage or other cause based or asserted upon any act, omission, or breach connected with or arising from the progress of Work or performance of service under this Agreement or the Contract Documents. As part of this indemnity, Contractor shall protect and defend, at its own expense, District, Architect, Inspector, the State of California and their officers, employees, agents and independent contractors from any legal action including attorneys fees or other proceeding based upon such act, omission, or breach.
Furthermore, Contractor agrees to and does hereby defend, indemnify and hold harmless District, Architect, Inspector, the State of California and their officers, employees, agents and independent contractors from every claim or demand made, and every liability, loss, damage, expense or attorneys fees of any nature whatsoever, which may be incurred by reason of:

(a) Liability for (1) death or bodily injury to persons; (2) damage or injury to, loss (including theft), or loss of use of, any property; (3) any failure or alleged failure to comply with any provision of law or the Contract Documents; or (4) any other loss, damage or expense, sustained by any person, firm or corporation or in connection with the Work called for in this Agreement or the Contract Documents, except for liability resulting from the sole or active negligence, or the willful misconduct of the District.

(b) Any bodily injury to or death of persons or damage to property caused by any act, omission or breach of Contractor or any person, firm or corporation employed by Contractor, either directly or by independent contract, including all damages or injury to, loss (including theft), or loss of use of, any property, sustained by any person, firm or corporation, including District, arising out of or in any way connected with Work covered by this Agreement or the Contract Documents, whether said injury or damage occurs either on or off District property, but not for any loss, injury, death or damages caused by the sole or active negligence or willful misconduct of the District.

(c) Any dispute between Contractor and Contractor’s subcontractors/supplies/sureties, including, but not limited to, any failure or alleged failure of the Contractor (or any person hired or employed directly or indirectly by the Contractor) to pay any Subcontractor or Materialman of any tier or any other person employed in connection with the Work and/or filing of any stop notice or mechanic’s lien claims.

Contractor, at Contractor’s own expense, cost, and risk, shall defend any and all claims, actions, suits, or other proceedings that may be brought or instituted against the District, its officers, agents or employees, on any such claim or liability, and shall pay or satisfy any judgment that may be rendered against the District, its officers, agents or employees in any action, suit or other proceedings as a result thereof.

Contractor shall ensure that its contract with each of its subcontractors contains provisions requiring the subcontractors to defend, indemnify and hold harmless the District, Architect, Inspector, the State of California to a minimum level as set forth in this Article and consistent with the language of 3.15.1.

The Contractor’s and Subcontractors’ obligation to defend, indemnify and hold harmless the District, Architect, Inspector, the State of California and their officers, employees, agents and independent contractors hereunder shall include, without limitation, any and all claims, damages, and costs for the following: (1) any damages or injury to or death of any person, and damage or injury to, loss (including theft), or loss of use of, any property; (2) breach of any
warranty or guaranty, express or implied; (3) failure of the Contractor or Subcontractors to comply with any applicable governmental law, rule, regulation, or other requirement; and (4) products installed in or used in connection with the Work.

3.17 SUBMISSION OF DAILY REPORTS

3.17.1 General.

At the close of each working day, the Contractor shall submit a daily report to the District and the Inspector, on forms approved by the District, together with applicable delivery tickets, listing all labor, materials, and equipment involved for that day. An attempt shall be made to reconcile the report daily, and it shall be signed by a District representative and the Contractor. In the event of disagreement, pertinent notes shall be entered by each party to explain points which cannot be resolved that day. Each party shall retain a signed copy of the report. Reports by subcontractors or others shall be submitted through the Contractor.

3.17.2 Labor.

The report required by Paragraph 3.17.1 shall show names of workers, classifications, hours worked and hourly rate. Project superintendent expenses are not allowed.

3.17.3 Materials.

The report required by Paragraph 3.17.1 shall describe and list quantities of materials used and unit costs.

3.17.4 Equipment.

The report required by Paragraph 3.17.1 shall show type of equipment, size, identification number, and hours of operation, including loading and transportation, if applicable, and hourly/daily cost. Move-on and move-off fees, if allowable, shall be noted.

3.17.5 Other Services and Expenditures.

Other services and expenditures shall be described in detail as the District requires.

ARTICLE 4
ADMINISTRATION OF THE CONTRACT

4.1 ARCHITECT

4.1.1 Replacement of Architect.
In the case of the termination of the Architect, the District may appoint an architect or another construction professional or may perform such functions with its own licensed professional personnel. The status of the replacement Architect under the Contract Documents shall be the same as that of the former architect.

4.2 **ARCHITECT’S ADMINISTRATION OF THE CONTRACT**

4.2.1 Status.

Pursuant to Titles 24 and 21 of the California Code of Regulations and as required pursuant to the Field Act, Education Code 17280 et. Seq. the Architect will provide administration of the Contract Documents and the Work, and will be a District representative during construction, as well as during the one (1) year period following the commencement of any warranties or guaranties. The Architect will have authority to act on behalf of the District only to the extent provided in the Contract Documents.

4.2.2 Site Visits.

The Architect will visit the Site at intervals necessary in the judgment of the Architect to become generally familiar with the progress and quality of the Work and to determine in general if the Work is being performed in accordance with the Contract Documents.

4.2.3 Limitations of Construction Responsibility.

The Architect shall not have control over, charge of, or be responsible for construction means, methods, techniques, schedules, sequences or procedures, fabrication, procurement, shipment, delivery, receipt, installation, or for safety precautions and programs in connection with the Work, since these are solely the Contractor’s responsibility under the Contract Documents. The Architect shall not be responsible for the Contractor’s, Subcontractors’, material or equipment suppliers’, or any other person’s schedules or failure to carry out the Work in accordance with the Contract Documents. The Architect shall not have control over or charge of acts or omissions of the Contractor, Subcontractors, their agents or employees, or any other persons or entities performing or supplying portions of the Work. The Contractor shall not be relieved of obligations to perform the Work in accordance with the Contract Documents either by activities or duties of the Architect in the Architect’s administration of the Contract Documents, or by tests, inspections, or approvals required or performed by persons other than the Contractor.

4.2.4 Communications Facilitating Contract Administration.

Except as otherwise provided in the Contract Documents the Contractor shall communicate through the District representative. The District representative shall be promptly informed, and shall receive copies of all written communications. Contractor shall not rely upon any communications from the District that is not from the District’s representative. Communications by and with
the Architect’s consultants shall be through the Architect. Communications by and with Subcontractors and material or equipment suppliers shall be through the Contractor.

4.2.5 Payment Applications.

The Architect will review and make recommendations to the District regarding the amounts due the Contractor on the Certificates for Payment pursuant to Specification Section 01290 and subject to the Inspector’s approval and Architect’s observation.

4.2.6 Rejection of Work.

In addition to the rights, duties, and obligations of the Inspector under this Article, the Architect may recommend to the District that the District reject Work which does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable to achieve the intent of the Contract Documents, the Architect may recommend to the District that the District require additional inspection or testing of the Work in accordance with Paragraph 13.5, whether or not such Work is fabricated, installed, or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, material and equipment suppliers, their agents or employees, or other persons performing portions of the Work.

4.2.7 Warranties and Guaranties Upon Completion.

The Architect, in conjunction with the District and Inspector will conduct field reviews of the Work to determine the date of completion, shall receive and forward to the District for the District’s review and records written warranties, guaranties, and related documents required by the Contract and assembled by the Contractor, and will issue a final Certificate for Payment when the Architect believes the Work has been completed in compliance with the requirements of the Contract Documents. The handling by the Architect of such warranties, guaranties, maintenance manuals, or similar documents shall not diminish or transfer to the Architect any responsibilities or liabilities required by the Contract Documents of the Contractor or other entities, parties, or persons performing or supplying the Work.

The Architect will conduct a field review of the Contractor’s comprehensive list of items to be completed or corrected (final punch list) and one (1) follow-up field review if required. The cost incurred by the District for further field reviews or the preparation of further punch lists by the Architect shall be invoiced to the Contractor and deducted from the final payment.

4.2.8 Interpretation.

The Architect will interpret and decide matters concerning performance and requirements of the Contract Documents.

4.2.9 Additional Instructions.
4.2.9.1 Typical Parts and Sections. Whenever typical parts or sections of the Work are completely detailed on the Drawings, and other parts or sections which are essentially of the same construction are shown in outline only, the complete details shall apply to the Work which is shown in outline.

4.2.9.2 Dimensions. Dimensions of Work shall not be determined by scale or rule. Figured dimensions shall be followed at all times. If figured dimensions are lacking on Drawings, Architect shall supply them on request. The Architect’s decisions on matters relating to aesthetic effect will be final.

4.3 INSPECTOR OF RECORD

4.3.1 General.

One or more project inspectors employed by the District and approved by the Division of the State Architect will be assigned to the Work in accordance with the requirements of Title 24 of the California Code of Regulations. The Inspector(s) duties are as specifically defined in Title 24.

4.3.2 Inspector’s Duties.

All Work shall be under the observation of the Inspector. The Inspector shall have free access to any or all parts of the Work at any time. The Contractor shall furnish the Inspector such information as may be necessary to keep the Inspector fully informed regarding progress and manner of Work and character of materials. Such observations shall not, in any way, relieve the Contractor from responsibility for full compliance with all terms and conditions of the Contract, or be construed to lessen to any degree the Contractor’s responsibility for providing efficient and capable superintendence. The Inspector is not authorized to make changes in the drawings or specifications nor shall the Inspector’s approval of the Work and methods relieve the Contractor of responsibility for the correction of subsequently discovered defects, or from its obligation to comply with the Contract Documents.

4.3.3 Inspector’s Authority to Reject or Stop Work.

The Inspector shall have the authority to reject Work whenever provisions of the Contract Documents are not being complied with, and Contractor shall instruct its Subcontractors and employees accordingly. In addition, the Inspector may stop any Work that poses a probable risk of harm to persons or property. The Contractor shall instruct its employees, Subcontractors, material and equipment suppliers, etc., accordingly. The absence of any Stop Work order or rejection of any portion of the Work shall not relieve the Contractor from any of its obligations pursuant to the Contract Documents.

4.3.4 Not used.

4.3.5 Testing Times.
The District will provide inspection and testing at its cost during the normal eight (8) hour day Monday through Friday (except holidays). Work by the Contractor outside of the normal eight (8) hour day shall constitute an authorization from the Contractor to the District to provide inspection and testing as required outside of the normal eight (8) hour day. Contractor shall reimburse District for any additional costs associated with inspection and testing (including re-inspection and re-testing) outside the normal eight-hour day and for any retests caused by the Contractor.

4.4 RESPONSIBILITY FOR ADDITIONAL CHARGES INCURRED BY THE DISTRICT FOR PROFESSIONAL SERVICES

If at any time prior to the completion of the requirements under the Contract Documents, the District is required to provide or secure additional professional services for any reason by any act of the Contractor, the Contractor shall be invoiced by the District for any costs incurred for any such additional services, which costs shall be deducted from the next progress payment. Such invoicing shall be independent from any other District remedies and shall not be considered a waiver of any District rights or remedies. If payments then or thereafter due to the Contractor are not sufficient to cover such amounts, the Contractor shall pay the difference to the District. Additional services shall include, but shall not be limited to, the following:

(a) Services made necessary by the default of the Contractor.

(b) Services made necessary due to the defects or deficiencies in the Work of the Contractor.

(c) Services required by failure of the Contractor to perform according to any provision of the Contract Documents.

(d) Services in connection with evaluating substitutions of products, materials, equipment, Subcontractors’ proposed by the Contractor, and making subsequent revisions to drawings, specifications, and providing other documentation required (except for the situation where the specified item is no longer manufactured or available).

(e) Services for evaluating and processing claims submitted by the Contractor in connection with the Work outside the established Change Order process.

(f) Services required by the failure of the Contractor to prosecute the Work in a timely manner in compliance within the specified time of completion.

(g) Services in conjunction with the testing, adjusting, balancing and start-up of equipment other than the normal amount customarily associated for the type of Work involved.
(h) Services in conjunction with more than one (1) re-review of submittals of shop drawings, product data, samples, etc.

4.5 **DISPUTES**

4.5.1 Decision of Architect.

Disputes between District and Contractor involving money or time, including those alleging an error or omission by the Architect, shall be referred initially to the Architect for action as provided in Paragraph 4.5.2. A decision by the Architect, as provided in Paragraph 4.5.5, shall be required as a condition precedent to proceeding with remedies set forth in Paragraph 4.5.6 as to all such matters arising prior to the date final payment is due, regardless of whether such matters relate to execution and progress of the Work, or the extent to which the Work has been completed. The decision by the Architect in response to a Claim shall not be a condition precedent to the remedies under Paragraph 4.5.2 through 4.5.5 in the event: (1) the position of Architect is vacant; (2) the Architect has not received evidence or has failed to render a decision within agreed time limit; (3) the Architect has failed to take action required under Paragraph 4.6.4 within thirty (30) days after the Claim is made, forty-five (45) days have passed after the Claim has been referred to the Architect; or (4) the Claim relates to a Stop Notice Claim not arising from any extra change order or Construction Change Directive for which approval has not been provided.

4.5.2 Architect’s Review.

The Architect will review Claims and take one or more of the following preliminary actions within ten (10) days of receipt of a Claim: (1) request additional supporting data from the Claimant; (2) submit a schedule to the parties indicating when the Architect expects to take action; (3) reject the Claim in whole or in part, stating reasons for rejection; (4) recommend approval of the Claim; or (5) suggest a compromise. The Architect may also, but is not obligated to, notify the surety, if any, of the nature and amount of the Claim.

4.5.3 Documentation if Resolved.

If a Claim has been resolved, the Architect will prepare or obtain appropriate documentation.

4.5.4 Actions if Not Resolved.

If a Claim has not been resolved and all documentation requested pursuant to Paragraph 4.5.2 has been provided, the party making the Claim shall, within ten (10) days after the Architect’s preliminary response, take one or more of the following actions: (1) modify the initial Claim; (2) notify the Architect that the initial Claim stands; or (3) supplement with additional supporting data.

4.5.5 Architect’s Written Decision.
If a Claim has not been resolved after consideration of the foregoing and of other evidence presented by the parties or requested by the Architect, the Architect will notify the parties in writing that the Architect’s decision will be made within twenty (20) days. Upon expiration of such time period, the Architect will render to the parties its written decision relative to the Claim, including any change in the Contract Sum or Contract Time or both. The Architect may, but is not obligated to, notify the surety and request the surety’s assistance in resolving the controversy.

4.5.6 Continuing Contract Performance.

Pending final resolution of a Claim, including, negotiation, mediation, arbitration, or litigation, the Contractor shall proceed diligently with performance of the Contract, and the District shall continue to make any undisputed payments in accordance with the Contract. If the dispute is not resolved, Contractor agrees it will neither rescind the contract nor stop the progress of the work, but Contractor’s sole remedy shall be to submit such controversy to determination by a court of competent jurisdiction in the county where the project is located, after the project has been completed, and not before. At the District’s sole option, the District may submit individual disputes for binding arbitration and Contractor agrees to the resolution determined for each individual dispute by Arbitrator, including resolution of time and delays. If binding arbitration is utilized for individual disputes, such resolution is full and final as to that particular Claim.

4.5.7 Claims for Concealed Trenches or Excavations Greater Than Four Feet Below the Surface.

When any excavation or trenching extends greater than four feet below the surface or if any condition involving hazardous substances are encountered:

(a) Immediately upon discovery, The Contractor shall promptly, and before the following conditions are disturbed, notify the District, by telephone and in writing, of the condition except:

1. If such condition is a hazardous waste condition, and Contractor’s bid includes removal or disposal of hazardous substances. Material that the Contractor believes may be a material that is hazardous waste, as defined in Section 25117 of the Health and Safety Code, that is required to be removed to a Class I, Class II, or Class III disposal site in accordance with the provisions of existing law. In such case, the notice bulletin procedures of Specification Section 01250 apply.

2. Subsurface or latent physical conditions at the Site differing from those indicated.

3. Unknown physical conditions at the Site of any unusual nature, different materially from those ordinarily encountered and generally
recognized as inherent in Work of the character provided for in the Contract.

(b) The District shall investigate the conditions, and if District finds that the conditions do materially so differ, do involve hazardous waste, and cause a decrease or increase in the Contractor’s cost of, or the time required for, performance of any part of the Work shall issue a change order or construction change directive under the procedures described in the Contract.

(c) In the event that a dispute arises between the District and the Contractor whether the conditions materially differ, involve hazardous waste, or cause a decrease or increase in the Contractor’s cost of, or time required for, performance of any part of the work, the Contractor shall not be excused from any scheduled completion date provided for by the Contract, but shall proceed with all Work to be performed under the Contract. The Contractor shall retain any and all rights provided either by Contract or by law which pertain to the resolution of disputes and protests between the contracting parties.

4.5.8 Claims for Extension of Time.

If Contractor and District cannot agree upon an extension of time, whether compensable or not, then Contractor must have first completed the procedures set forth in Paragraph 8.4. Upon completion of the procedures set forth under Paragraph 8.4, Contractor must then comply with the requirements in this Article including those set forth under Paragraph 4.5.9.

4.5.9 Claims Procedures.

4.5.9.1 Procedure applicable to all Claims:

(a) Definition of Claim: A “Claim” means a separate demand by the Contractor for (1) time extension, (2) payment of money or damages arising from Work done by or on behalf of the Contractor pursuant to the CONTRACT and payment of which is not otherwise expressly provided for or the Claimant is not otherwise entitled to, or (3) an amount the payment of which is disputed by the District.

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

(c) Claim Notification: The Contractor shall within seven (7) calendar days after the Claim arises, submit a notification, in writing, with the District stating clearly the basis for the Claim. If the notification is not submitted within seven (7) days after the Claim arises, the Contractor shall be deemed to have waived all
right to assert the Claim, and the Claim shall be denied. Claims submitted after the final payment date shall also be considered null and void by the District. All Claims shall be reviewed pursuant to Paragraph 4.5.1, 4.5.2, and 4.5.5. In order to qualify as a Claim, the written notice must state that it is a Claim submitted under this paragraph of these General Conditions.

(d) Formal Claim Appeal Submission: If the Contractor does not concur with the District’s decision regarding the Claim Notification, the Contractor will issue a formal Claim Appeal within fourteen (14) days of receipt of the District’s decision and all detailed information in support of the Claim Appeal within thirty (30) days. All appeals shall be submitted before final payment. If the Claim Appeal is not submitted within fourteen (14) calendar days and detailed information within thirty (30) days, the Contractor shall be deemed to have waived its right to assert the Claim and the Claim shall be denied. Contractor’s failure to submit any detailed information which is in the possession of Contractor shall render such information inadmissible by Contractor at trial or arbitration.

(e) Appeal Claim Format: The Contractor shall provide all written detailed documentation which supports the Claim, including but not limited to: arguments, justifications, cost, estimates, schedule analysis and detailed documentation. The format of the Claim Appeal shall be as follows:

1. **Cover letter.**
2. **Summary of factual basis of Claim and amount of Claim.**
3. **Summary of the basis of the Claim, including the specific clause and section under the Contract under which the Claim is made.**
4. **Documents relating to the Claim, including:**
   a. Specifications
   b. Drawings
   c. Clarifications (RFI’s)
   d. Other relevant information
   e. Analysis of claim merit.
   f. Analysis of claim cost.
   g. For Claims relating to time extensions, an analysis and supporting documentation evidencing any effect upon the critical path.
   h. Certification.
   i. Chronology of events and related correspondence.
   j. Daily reports and logs.

(f) Certification: The Contractor (and subcontractors, if applicable) shall submit with the Claim a certification under penalty of perjury:
1. That the Contractor has reviewed the Claim and that such Claim is made in good faith;

2. Supporting data are accurate and complete to the best of the Contractor’s knowledge and belief;

3. The amount requested accurately reflects the amount of compensation for which the Contractor believes the District is liable.

4. That the Contractor is familiar with Government Code Sections 12650 et seq. and Penal Code Section 72 and that false Claims can lead to substantial fines and/or imprisonment.

(g) Signature of Certification: If the Contractor is not an individual, the certification shall be executed by an officer or general partner of the Contractor having overall responsibility for the conduct of the Contractor’s affairs.

(h) Mandatory Claim Appeal Procedure: The Contractor’s Claim Appeal shall be denied if it fails to provide the written basis of the Claim and certification as set forth herein.

(i) District May Request Additional Information: Within thirty (30) days of receipt of the Claim Appeal and the information under this Article, the District may request in writing any additional documentation supporting the Claim or documentation relating to defenses to the Claim which the District may assert.

4.5.9.2 Binding Arbitration of Individual Claim Issues. At the District’s sole option, the District may submit individual disputes, or Claims, to binding arbitration and Contractor agrees to the resolution determined for each individual dispute by Arbitrator, including resolution of time and delays. If binding arbitration is utilized, such resolution is a full and final resolution of the particular Claim or dispute. Under no circumstances may the Contractor stop work, rescind its contract or otherwise slow the progress of Work during resolution of individual Claims in binding Arbitration.

4.5.9.3 Resolution of Disputes in Court of Competent Jurisdiction. If Claims are not resolved under the procedure set forth and pursuant to Article 4.5.9.2, such Claim or controversy shall be submitted to a court in the county of competent jurisdiction after the Project has been completed, and not before.

4.5.9.4 Warranties, Guaranties and Obligations. The duties and obligations imposed by these General Conditions and the rights and remedies available hereunder to the parties hereto, and, in particular but without limitation, the warranties, guaranties and obligations imposed upon
Contractor by the General Conditions and amendments thereto; and all of the rights and remedies available to District and Architect thereunder, are in addition to, and are not to be construed in any way as a limitation of, any rights and remedies available to any or all of them which are otherwise imposed or available by laws or regulations by special warranty or guaranty or by other provisions of the Contract Documents, and the provisions of this Paragraph will be as effective as if repeated specifically in the Contract Documents in connection with each particular duty, obligation, right and remedy to which they apply.

**ARTICLE 5**

**SUBCONTRACTORS**

5.1 **DEFINITIONS**

5.1.1 Subcontractual Relations

By appropriate agreement, written where legally required for validity, the Contractor shall require each Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound to the Contractor by terms of the Contract Documents, and to assume toward the Contractor all the same obligations and responsibilities, assumed by Contractor pursuant to the Contract Documents. Each subcontract agreement shall preserve and protect the rights of the District and the Architect under the Contract Documents with respect to the Work to be performed by the Subcontractor so that subcontracting thereof will not prejudice such rights. Where appropriate, the Contractor shall require each Subcontractor to enter into similar agreements with Sub-subcontractors. The Contractor shall make available to each proposed Subcontractor, prior to the execution of the subcontract agreement, copies of the Contract Documents to which the Subcontractor will be bound. Upon written request of the Subcontractor, the Contractor shall identify to the Subcontractor the terms and conditions of the proposed subcontract agreement, which may be at variance with the Contract Documents. Subcontractors shall similarly make copies of applicable portions of such documents available to their respective proposed Sub-subcontractors.

5.1.2 Subcontractor Licenses.

All subcontractors shall be properly licensed by the California State Licensing Board.

5.1.3 Substitution of Subcontractor

Substitution of Subcontractors shall be permitted only as authorized under Public Contract Code §§ 4107 et. Seq. Any substitutions of Subcontractors shall not result in any increase in the Contract Price or result in the granting of any extension of time for the completion of the Project.

5.1.4 Contingent Assignment of Subcontracts and Other Contracts
Each subcontract and other contract or agreement for any portion of the Work is hereby assigned by the Contractor to the District provided that:

(a) Such assignment is effective only after termination of this contract with the Contractor by the District as provided herein and only for those subcontracts and other contracts and agreements that the District accepts by notifying the Subcontractor or Materialman (as may be applicable) in writing; and

(b) Such assignment is subject to the prior rights of the Surety(ies) obligated under the Payment Bond and Performance Bond.

The Contractor shall include adequate provisions for this contingent assignment of subcontracts and other contracts and agreements in each such document.

ARTICLE 6
CONSTRUCTION BY DISTRICT OR BY SEPARATE CONTRACTORS

6.1 DISTRICT’S RIGHT TO PERFORM CONSTRUCTION AND TO AWARD SEPARATE CONTRACTS

6.1.1 Separate Contracts.

(a) District reserves the right to let other contracts in connection with this Work. Contractor shall afford other contractors reasonable opportunity for (1) introduction and storage of their materials; (2) access to the Work; and (3) execution of their work. Contractor shall properly connect and coordinate its work with that of other Contractors.

(b) If any part of Contractor’s Work depends on proper execution or results of any other contractor, the Contractor shall inspect and within seven (7) days or less, report to Architect, in writing, any defects in such work that render it unsuitable for proper execution of Contractor’s work. Contractor will be held accountable for damages to District for that work which it failed to inspect or should have inspected. Contractor’s failure to inspect and report shall constitute its acceptance of other contractors’ work as fit and proper for reception of its work, except as to defects which may develop in other contractors’ work after execution of Contractor’s work.

(c) To ensure proper execution of its subsequent Work, Contractor shall measure and inspect Work already in place and shall at once report to the Architect in writing any discrepancy between executed Work as built and the Contract Documents.
(d) Contractor shall ascertain to its own satisfaction the scope of the Project and nature of any other contracts that have been or may be awarded by District in prosecution of the Project and the potential impact of such work on Contractor’s schedule.

(e) Nothing herein contained shall be interpreted as granting to Contractor the exclusive occupancy at the site of Project. Contractor shall not cause any unnecessary hindrance or delay to any other contractor working on the Project Site. If execution of any contract by the District is likely to cause interference with Contractor’s performance of its contract, District shall decide which contractor shall cease work temporarily and which contractor shall continue, or whether work can be coordinated so that contractors may proceed simultaneously.

(f) District shall not be responsible for any damages suffered or extra costs incurred by Contractor resulting directly or indirectly from award or performance or attempted performance of any other contract or contracts at the Project, or caused by any decision or omission of District respecting the order of precedence in performance of contracts.

CONTRACTOR IS AWARE THAT THIS CONTRACT MAY BE SPLIT INTO SEVERAL PHASES. IF THE CONTRACT IS SPLIT INTO PHASES THEN CONTRACTOR HAS MADE ALLOWANCE FOR ANY DELAYS OR DAMAGES WHICH MAY ARISE FROM COORDINATION WITH CONTRACTORS FOR OTHER PHASES. IF ANY DELAYS SHOULD ARISE FROM ANOTHER CONTRACTOR WORKING ON A DIFFERENT PHASE, CONTRACTOR’S SOLE REMEDY FOR DAMAGES, INCLUDING DELAY DAMAGES, SHALL BE AGAINST THE CONTRACTOR WHO CAUSED SUCH DAMAGE AND NOT THE DISTRICT. CONTRACTOR SHALL PROVIDE ACCESS TO OTHER CONTRACTORS FOR OTHER PHASES AS NECESSARY TO PREVENT DELAYS AND DAMAGES TO OTHER CONTRACTORS WORKING ON OTHER PHASES OF CONSTRUCTION.

6.1.2 District’s Right to Carry Out the Work. See Paragraph 2.2.

6.1.3 Designation as Contractor.

When separate contracts are awarded to contractors on the Project Site, the term “Contractor” in the Contract Documents in each case shall mean the Contractor who executes each separate District/Contractor Agreement.

6.1.4 Contractor Duties.

The Contractor shall have overall responsibility to reasonably coordinate and schedule Contractor’s activities with the activities of the District’s own forces and of each separate contractor with the Work of the Contractor, who shall cooperate with them. The Contractor shall participate with other separate contractors and the District in reviewing their construction schedules when directed to
do so. The Contractor shall make any revisions to the construction schedule and Contract Sum deemed necessary after a joint review and mutual agreement. The construction schedules shall then constitute the schedules to be used by the Contractor, separate contractors, and the District until subsequently revised. Additionally, Contractor shall coordinate with Architect and District inspector to ensure timely and proper progress of work.

6.2 CONSTRUCTIVE OWNERSHIP OF PROJECT SITE AND MATERIAL

Upon commencement of Work, the Contractor becomes the constructive owner of the entire site, improvements, material and equipment on Project site. Contractor must ensure proper safety and storage of all materials and assumes responsibility as if Contractor was the owner of the Project site. All risk of loss or damage shall be borne by Contractor during the Work until the date of Completion. As construction owner, Contractor must carry adequate insurance in case of calamity and is not entitled to rely on the insurance requirements as set forth in this agreement as being adequate coverage in case of calamity.

6.3 DISTRICT'S RIGHT TO CLEAN UP

If a dispute arises among the Contractor, separate contractors, and the District as to the responsibility under their respective contracts for maintaining the premises and surrounding area free from waste materials and rubbish as described in Paragraph 3.12, the District may clean up and allocate the cost among those it deems responsible.
ARTICLE 7 - CHANGES IN THE WORK

7.1 CHANGES

7.1.1 No Changes Without Authorization.

There shall be no change whatsoever in the drawings, specifications, or in the Work without an executed Change Order, Construction Change Directive, or order by the Architect for a minor change in the Work as herein provided. District shall not be liable for the cost of any extra work or any substitutions, changes, additions, omissions, or deviations from the Drawings and Specifications unless the District’s Governing Board has authorized the same and the cost thereof approved in writing by Change Order or executed Construction Change Directive. No extension of time for performance of the Work shall be allowed hereunder unless claim for such extension is made at the time changes in the Work are ordered, and such time duly adjusted in writing in the Change Order. The provisions of the Contract Documents shall apply to all such changes, additions, and omissions with the same effect as if originally embodied in the Drawings and Specifications. Notwithstanding anything to the contrary in this Article 7, all Change Orders shall be prepared and issued by the District and shall become effective when executed by the District’s Governing Board, the Architect, and the Contractor.

Should any Change Order result in an increase in the Contract Sum, the cost of such Change Order shall be agreed to, in writing, in advance by Contractor and District and be subject to the monetary limitations set forth in Public Contract Code Section 20659. In the event that Contractor proceeds with any change in Work without first notifying District and obtaining the Architect’s and District’s consent to a Change Order, Contractor waives any claim of additional compensation for such additional work.

CONTRACTOR UNDERSTANDS, ACKNOWLEDGES, AND AGREES THAT THE REASON FOR THIS NOTICE REQUIREMENT IS SO THAT DISTRICT MAY HAVE AN OPPORTUNITY TO ANALYZE THE WORK AND DECIDE WHETHER THE DISTRICT SHALL PROCEED WITH THE CHANGE ORDER OR ALTER THE PROJECT SO THAT SUCH CHANGE IN WORK BECOMES UNNECESSARY.

7.1.2 Architect Authority.

The Architect will have authority to order minor changes in the Work not involving any adjustment in the Contract Sum, or an extension of the Contract Time, or when a change which is inconsistent with the intent of the Contract Documents. Such changes shall be effected by written Change Order and shall be binding on the District and the Contractor. The Contractor shall carry out such written orders promptly.

7.2 CHANGE ORDERS (“CO”)

A CO is a written instrument prepared by the Architect and signed by the District (as authorized by the District’s Governing Board), the Contractor, the Architect, stating their agreement upon all of the following:
A description of a change in the Work;
The amount of the adjustment in the Contract Sum, if any; and
The extent of the adjustment in the Contract Time, if any.

7.3 CONSTRUCTION CHANGE DIRECTIVE

7.3.1 Definition.

A Construction Change Directive is a written order prepared by the Architect and signed by the District and the Architect, directing a change in the Work and stating a proposed basis for adjustment, if any, in the Contract Sum or Contract Time, or both. The District may by Construction Change Directive, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions, or other revisions within. If applicable, the Contract Sum and Contract Time will be adjusted accordingly. In the case of a Construction Change Directive being issued, Contractor must commence Work immediately or delays from failure to perform Construction Change Directive shall be the responsibility of Contractor. Any dispute as to the sum of Construction Change Directive or timing of payment, shall be resolved pursuant to Paragraph 4.5.

7.3.2 Use to Direct Change

A Construction Change Directive shall be used in the absence of agreement on the terms of a CO. A copy of a proposed form is provided at the end of this Article.

7.4 REQUEST FOR INFORMATION ("RFI")

7.4.1 Definition.

An RFI is a written request prepared by the Contractor requesting the District to provide additional information necessary to clarify or amplify an item which the Contractor believes is not clearly shown or called for in the drawings or specifications, or to address problems which have arisen under field conditions.

7.4.2 Scope.

The RFI shall reference all the applicable Contract Documents including specification section, detail, page numbers, drawing numbers, and sheet numbers, etc. The Contractor shall make suggestions and interpretations of the issue raised by the RFI. An RFI cannot modify the Contract Sum, Contract Time, or the Contract Documents.

7.4.3 Response Time.

The Architect must respond to a RFI within a reasonable time after receiving such request. If the Architect's response results in a change in the Work, then such change shall be effected by a written CO or Construction Change Directive, if appropriate. If the Architect cannot respond to the RFI within a reasonable time, the Architect shall notify the Contractor, with a copy to the Inspector and the District, of the amount of time that will be required to respond.
7.4.4 Costs Incurred.

The Contractor shall be responsible for any costs incurred for professional services, which shall be deducted from the next progress payment, if an RFI requests an interpretation or decision of a matter where the information sought is equally available to the party making such request. District, at its sole discretion, shall invoice Contractor for all such professional services arising from this Article.

7.5 REQUEST FOR PROPOSAL (“RFP”)

7.5.1 Definition.

An RFP is a written request prepared by the Architect requesting the Contractor to submit to the District and the Architect an estimate of the effect of a proposed change on the Contract Sum and the Contract Time.

7.5.2 Scope.

An RFP shall contain adequate information, including any necessary drawings and specifications, to enable Contractor to provide the cost breakdowns required by Paragraph 7.7. The Contractor shall not be entitled to any Additional Compensation for preparing a response to an RFP, whether ultimately accepted or not.

7.6 CHANGE ORDER REQUEST (“COR”)

7.6.1 Definition.

A COR is a written request prepared by the Contractor requesting that the District and the Architect issue a CO based upon a proposed change called for in an RFP or a claim pursuant to Paragraph 4.5.

7.6.2 Changes in Sum.

A COR shall include breakdowns per Paragraph 7.7 to validate any change in Contract Sum due to proposed change or claim.

7.6.3 Changes in Time.

A COR shall also include any additional time required to complete the Project. Any additional time requested shall not be the number of days to make the proposed change, but must be based upon the impact to the Project Schedule as defined in Paragraph 3.8 of the General Contract. If contractor fails to request a time extension in a COR, then the Contractor is thereafter precluded from requesting or claiming a delay.
7.7 COST OF CHANGE ORDERS

7.7.1 Scope.

Within ten (10) days after a request is made for a change that impacts the Contract Sum as defined in Paragraph 9.1, the critical path, or the Contract Time as defined in Paragraph 8.4.2, the Contractor shall provide the District and the Architect, with a written estimate of the effect of the proposed CO upon the Contract Sum and the actual cost of construction, which shall include a complete itemized cost breakdown of all labor and material showing actual quantities, hours, unit prices, and wage rates required for the change, and the effect upon the Contract Time of such CO. Changes may be made by District by an appropriate written CO, or, at the District’s option, such changes shall be implemented immediately upon the Contractor’s receipt of an appropriate written Construction Change Directive.

District may, as provided by law and without affecting the validity of this Agreement, order changes, modification, deletions and extra work by issuance of written Construction Change Directives from time to time during the progress of the Project, contract sum being adjusted accordingly. All such work shall be executed under conditions of the original Agreement except that any extension of time caused thereby shall be adjusted at time of ordering such change. District has discretion to order changes on a “time and material” basis with adjustments to time made after Contractor has justified through documentation the impact on the critical path of the Project.

7.7.2 Determination of Cost.

The amount of the increase or decrease in the Contract Price from a CO, if any, shall be determined in one or more of the following ways as applicable to a specific situation:

(a) Mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation. If an agreement cannot be reached within fifteen (15) days after submission and negotiation of Contractor’s proposal, Contractor may submit pursuant to Paragraph 7.7.3. Submission of sums which have no basis in fact are at the sole risk of Contractor and may be a violation of the False Claims Act set forth under Government Code Section 12650 et. seq.);

(b) By unit prices contained in Contractor’s original bid and incorporated in the Project documents or fixed by subsequent agreement between District and Contractor;

(c) Cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee. However, in the case of disagreement, Contractor must utilize the procedure under section 7.7.3; or

(d) By cost of material and labor and percentage of overhead and profit. If the value is determined by this method the following requirements shall apply:
1. Basis for Establishing Costs.

a. Labor will be the actual cost for wages prevailing locally for each craft or type of workers at the time the extra Work is done, plus employer payments of payroll taxes and insurance, health and welfare, pension, vacation, apprenticeship funds, and other direct costs resulting from Federal, State, or local laws, as well as assessments or benefits required by lawful collective bargaining agreements. The use of a labor classification which would increase the extra Work cost will not be permitted unless the Contractor establishes the necessity for such additional costs. Labor costs for equipment operators and helpers shall be reported only when such costs are not included in the invoice for equipment rental.

b. Materials shall be at invoice or lowest current price at which such materials are locally available and delivered to the Site in the quantities involved, plus sales tax, freight, and delivery. The District reserves the right to approve materials and sources of supply or to supply materials to the Contractor if necessary for the progress of the Work. No markup shall be applied to any material provided by the District.

c. Tool and Equipment Rental. No payment will be made for the use of tools which have a replacement value of $750 or less. Regardless of ownership, the rates to be used in determining equipment rental costs shall not exceed listed rates prevailing locally at equipment rental agencies or distributors at the time the Work is performed. The rental rates paid shall include the cost of fuel, oil, lubrication, supplies, small tools, necessary attachments, repairs and maintenance of any kind, depreciation, storage, insurance, and all incidental costs. Necessary loading and transportation costs for equipment used on the extra Work shall be included. If equipment is used intermittently and, when not in use, could be returned to its rental source at less expense to the District than holding it at the Work Site, it shall be returned unless the Contractor elects to keep it at the Work Site at no expense to the District. All equipment shall be acceptable to the Inspector, in good working condition, and suitable for the purpose for which it is to be used. Manufacturer’s ratings and modifications shall be used to classify equipment, and equipment shall be powered by a unit of at least the minimum rating recommended by the manufacturer.

d. Other Items. The District may authorize other items which may be required on the extra work. Such items include labor, services,
material, and equipment which are different in their nature from those required by the Work, and which are of a type not ordinarily available from the Contractor or any of the Subcontractors. Invoices covering all such items in detail shall be submitted with the request for payment.

e. Invoices. Vendors’ invoices for material, equipment rental, and other expenditures shall be submitted with the COR. If the request for payment is not substantiated by invoices or other documentation, the District may establish the cost of the item involved at the lowest price which was current at the time of the Daily Report.

f. Overhead. Overhead, including direct and indirect costs, shall be submitted with the COR and include: home office overhead, off-site supervision, CO preparation/negotiation/research, time delays, project interference and disruption, additional guaranty and warranty durations, on-site supervision, additional temporary protection, additional temporary utilities, additional material handling costs, and additional safety equipment costs.

7.7.3 Format for Proposed Cost Change.

The following format shall be used as applicable by the District and the Contractor to communicate proposed additions and deductions to the Contract. A copy of a proposed Construction Change Directive form is provided at the end of this Article.

<table>
<thead>
<tr>
<th></th>
<th>EXTRA</th>
<th>CREDIT</th>
</tr>
</thead>
<tbody>
<tr>
<td>(a) Material (attach itemized quantity and unit cost plus sales tax)</td>
<td>_______</td>
<td>_______</td>
</tr>
<tr>
<td>(b) Labor (attach itemized hours and rates)</td>
<td>_______</td>
<td>_______</td>
</tr>
<tr>
<td>(c) Equipment (attach invoices)</td>
<td>_______</td>
<td>_______</td>
</tr>
<tr>
<td>(d) Subtotal</td>
<td>_______</td>
<td>_______</td>
</tr>
<tr>
<td>(e) If Subcontractor performed Work, add Subcontractor’s overhead and profit to portions performed by Sub-contractor, not to exceed fifteen percent (15%) of item (d).</td>
<td>_______</td>
<td>_______</td>
</tr>
</tbody>
</table>
Extra Credit

(f) Liability and Property Damage Insurance, Worker’s Compensation Insurance, Social Security, and Unemployment Taxes, not to exceed as follows: FICA @ 6.2% - with a wage ceiling of $84,900; Medicare @ 1.45% - no wage ceiling; FUTA @ .8% - with a wage ceiling of $7,000; ETT and SUI @ 2.3% - with a wage ceiling of $7,000; Workers’ Compensation @ 5.94%; Liability and Property Damage @ 2.5%. **Total not-to-exceed is 19.19%.** (Note: Modifications to these percentages will be evaluated and possibly modified only on a case-by-case basis and only after proper proof of alternate percentages are documented and approved in advance. In addition, as wage ceilings are met, those corresponding percentages must drop from the “burden” calculations).

Excluding Sales/Use Tax

(g) Subtotal

(h) General Contractor’s Overhead and Profit: Not to exceed fifteen percent (15%) of Item (g) if Contractor performed the work. No more than five percent (5%) of Item (g) if Subcontractor performed the work. If work was performed by Contractor and Subcontractors, portions performed by Contractor shall not exceed fifteen percent (15%) if Item (g), and portions performed by Subcontractor shall not exceed five percent (5%) of Item (g).

(i) Subtotal

(j) Bond not to exceed one percent (1%) of Item (g)

(k) TOTAL

(l) Time

The undersigned Contractor approves the foregoing Construction Change Directive as to the changes, if any, and the contract price specified for each item and as to the extension of time allowed, if any, for completion of the entire work on account of said Construction Change Directive,
and agrees to furnish all labor, materials and service and perform all work necessary to complete any additional work specified therein, for the consideration stated herein. It is understood that said Construction Change Directive shall be effective when approved by the Governing Board of the District.

It is expressly understood that the value of such extra Work or changes, as determined by any of the aforementioned methods, expressly includes any and all of the Contractor’s costs and expenses, both direct and indirect, resulting from additional time required on the Project or resulting from delay to the Project. Any costs, expenses, damages or time extensions not included are deemed waived.

The Contractor expressly acknowledges and agrees that any change in the Work performed shall not be deemed to constitute a delay or other basis for claiming additional compensation based on theories including, but not limited to, acceleration, suspension or disruption to the Project.

7.7.4 Net Deductive Change Orders

All net deductive Change Order(s) must be prepared pursuant to Paragraph 7.7.3. Contractor will be allowed a maximum of 5% total profit and overhead. If subcontractor work is involved, subcontractors shall be entitled to a maximum of 5% profit and overhead on the deducted work. Any deviation from this Article shall not be allowed.

7.7.5 Discounts, Rebates, and Refunds.

For purposes of determining the cost, if any, of any change, addition, or omission to the Work hereunder, all trade discounts, rebates, refunds, and all returns from the sale of surplus materials and equipment shall accrue and be credited to the Contractor, and the Contractor shall make provisions so that such discounts, rebates, refunds, and returns may be secured, and the amount thereof shall be allowed as a reduction of the Contractor’s cost in determining the actual cost of construction for purposes of any change, addition, or omissions in the Work as provided herein.

7.7.6 Accounting Records.

With respect to portions of the Work performed by COs and Construction Change Directives on a time-and-materials, unit-cost, or similar basis, the Contractor shall keep and maintain cost-accounting records satisfactory to the District, which shall be available to the District on the same terms as any other books and records the Contractor is required to maintain under the Contract Documents.

7.7.7 Notice Required.

If the Contractor desires to make a claim for an increase in the Contract Price, or any extension in the Contract Time for completion, it shall notify the District pursuant to Paragraph 4.5 and this Article. No claim shall be considered unless made in accordance with this subparagraph. Contractor shall proceed to execute the Work even though the adjustment may not have been
agreed upon. Any change in the Contract Price or extension of the Contract Time resulting from such claim shall be authorized by a CO.

7.7.8 Applicability to Subcontractors.

Any requirements under this Article 7 shall be equally applicable to COs or Construction Change Directives issued to Subcontractors by the Contractor to the same extent required by the Contractor.

7.7.9 Alteration to Change Order Language.

Contractor shall not alter Change Orders or reserve time in Construction Change Directives. Contractor shall execute finalized Change Orders and proceed under Paragraph 7.7.7 and Paragraph 4.5 with proper notice. If Contractor intends to reserve time, without an approved CPM schedule prepared pursuant to Paragraph 3.8 then Contractor may be prosecuted pursuant to the False Claim Act.
ARTICLE 8
TIME

8.1 DEFINITIONS

8.1.1 Contract Time.

Contractor shall perform and complete all Work under this Contract within the time specified in the Agreement Form. Moreover, Contractor shall perform its Work in strict accordance with any completion schedule, construction schedule or Project milestones developed pursuant to the provisions of the Contract including, but not limited to the Project Schedule set forth in the Specifications.

8.1.2 Notice to Proceed.

District may give a notice to proceed within three (3) months of the award of the bid by District. Once Contractor has received the notice to proceed, Contractor shall complete the Work in the period of time referenced in the Contract Documents.

In the event that District desires to postpone the giving of the notice to proceed beyond this three-month period, it is expressly understood that with reasonable notice to the Contractor, the giving of the date to proceed may be postponed by District. It is further expressly understood by Contractor, that Contractor shall not be entitled to any Claim of additional compensation as a result of the postponement of the giving of the notice to proceed.

If the Contractor believes that a postponement will cause a hardship to Contractor, Contractor may terminate the contract with written notice to District within 10 days after receipt by Contractor of District’s notice of postponement. It is further understood by Contractor that in the event that Contractor terminates the Contract as a result of postponement by the District, the District shall only be obligated to pay Contractor for the Work that Contractor had performed at the time of notification of postponement. Should Contractor terminate the contract as a result of a notice of postponement, District shall have the authority to award the contract to the next lowest responsible bidder.

8.1.3 Computation of Time.

The term “day” as used in the Contract Documents shall mean calendar day unless otherwise specifically defined.

The Contractor will only be allowed a time extension for unusually severe weather if it results in precipitation or other conditions which in the amount, frequency, or duration is in excess of the norm at the location and time of year in question as established by National Oceanic and Atmospheric Administration (NOAA) weather data. No less than the amount of work days allocated in Section 01305, Delay and Extensions to the Work, shall be allocated.
equally across the Contract Time, unless otherwise approved by the District, and will be identified as non-working weather days in the Contractor’s Baseline CPM Schedule for the entire Contract period of performance. The weather days shall be shown on the Baseline CPM Schedule and if not used will become float for the Project’s use. A day-for-day extension will only be allowed for those days in excess of the norm. The Contractor is expected to work seven (7) days per week (if necessary, irrespective of inclement weather), to maintain access, and to protect the Work under construction from the effects of inclement weather. If the weather is unusually severe and is in excess of the NOAA data norm and prevents the Contractor from beginning work at the usual daily starting time, or prevents the Contractor from proceeding with seventy-five (75%) of the normal labor and equipment force towards completion of the day’s current controlling item on the accepted schedule for a period of at least five hours, and the crew is dismissed as a result thereof, the Architect will designate such time as unavoidable delay and grant one (1) work-day extension.

8.2 HOURS OF WORK.

8.2.1 Sufficient Forces.

Contractors and Subcontractors shall continuously furnish sufficient forces to ensure the prosecution of the Work in accordance with the Construction Schedule.

8.2.2 Performance During Working Hours.

Work shall be performed during regular working hours as permitted by the appropriate governmental agency except that in the event of an emergency, or when required to complete the Work in accordance with job progress, Work may be performed outside of regular working hours with the advance written consent of the District and approval of any required governmental agencies.

8.2.3 Costs for After Hours Inspections.

If the Contract Documents require Work to be done outside the Inspector’s regular working hours, the costs of any after hour inspections, shall be borne by the District.

If the District allows the Contractor to do Work outside regular working hours for the Contractor’s convenience, or if required to maintain schedule, the costs of any inspections required outside regular working hours shall be invoiced to the Contractor by the District and deducted from the next Progress Payment.

If the Contractor elects to perform Work outside the Inspector’s regular working hours, costs of any inspections required outside regular working hours shall be invoiced to the Contractor by the District and deducted from the next Progress Payment.

8.3 PROGRESS AND COMPLETION.

8.3.1 Time of the Essence.
Time limits stated in the Contract Documents are of the essence to the Contract. By executing the Agreement, the Contractor confirms that the Contract Time is a reasonable period for performing the Work.

8.4 **EXTENSIONS OF TIME – LIQUIDATED DAMAGES**

8.4.1 Liquidated Damages.

Contractor and District hereby agree that the exact amount of damages for failure to complete the Work within the time specified is extremely difficult or impossible to determine. If the Work is not completed within the time specified in the Contract Documents, it is understood that the District will suffer damage. It being impractical and unfeasible to determine the amount of actual damage, it is agreed the Contractor shall pay to District as fixed and liquidated damages, and not as a penalty, the amount specified in the Construction Agreement for each calendar day of delay in completion. Any liquidated damages recovered by the District shall not, however, limit the District’s right to separately recover any actual out-of-pocket damages it suffers due to Contractor’s delay. Contractor and his surety shall be liable for the amount thereof pursuant to Government Code section 53069.85.

8.4.2 Excusable Delay.

Contractor shall not be charged for liquidated damages because of any delays in completion of Work which are not the fault or negligence of Contractor or its subcontractors, including acts of God, as defined in Public Contract Code Section 7107, acts of enemy, epidemics and quarantine restrictions. Contractor shall within five (5) calendar days of beginning of any such delay notify District in writing of causes of delay; thereupon District shall ascertain the facts and extent of delay and grant extension of time for completing Work when, in its judgment, the findings of fact justify such an extension. Extensions of time shall apply only to that portion of Work affected by delay, and shall not apply to other portions of Work not so affected. An extension of time may only be granted after proper compliance with the Specification Sections requiring preparation and submission of a properly prepared CPM schedule.

No extended overhead, general conditions costs, impact costs, out-of-sequence costs or any other type of compensation, by any name or characterization, shall be paid to the Contractor for any delay to any activity not designated as a critical path item on the latest approved Project schedule.

The Contractor shall notify the District in writing of any anticipated delay and its cause, in order that the District may take immediate steps to prevent, if possible, the occurrence or continuance of delay, and may determine whether the delay is to be considered avoidable or unavoidable, how long it continues, and to what extent the prosecution and completion of the Work might be delayed thereby.

In the event the Contractor requests an extension of Contract time for unavoidable delay, such request shall be submitted in accordance with the provisions in the Contract.
Documents governing changes in work. When requesting time, i.e., extensions, for proposed Change Orders, they must be submitted with the proposed Change Order with full justification and documentation. If the Contractor fails to submit justification with the proposed Change Order it waives its right to a time extension at a later date. Such justification must be based on the official Contract schedule as updated at the time of occurrence of the delay or execution of Work related to any changes to the scope of work. The justification must include, but is not limited to, the following information:

(a) The duration of the activity relating to the changes in the Work and the resources (manpower, equipment, material, etc.) required to perform these activities within the stated duration.

(b) Logical ties to the official Contract schedule for the proposed changes and/or delay showing the activity/activities in the schedule whose start or completion dates are affected by the change and/or delay. (A fragment of any delay of over ten (10) days must be provided.)

The Contractor and District understand and expressly agree that insofar as Public Contract Code Section 7102 may apply to changes in the Work or delays under this contract, the actual delays and damages, if any, and time extensions are intended to, and shall provide, the exclusive and full method of compensation for changes in the Work and construction delays.

8.4.3 Notice by Contractor Required.

The Contractor shall within five (5) calendar days of beginning of any such delay notify the District in writing of causes of delay with justification and supporting documentation. District will then ascertain the facts and extent of the delay and grant an extension of time for completing the Work when, in its judgment, the findings of fact justify such an extension. Extensions of time shall apply only to that portion of the Work affected by the delay and shall not apply to other portions of the Work not so affected. The sole remedy of Contractor for extensions of time under Paragraph 8.4.2 shall be an extension of the Contract Time at no cost to the District.

Claims relating to time extensions shall be made in accordance with applicable provisions of Specification Section 01250.

8.4.4 No Additional Compensation for Delays within Contractor’s Control

CONTRACTOR IS AWARE THAT GOVERNMENTAL AGENCIES, SUCH AS THE DEPARTMENT OF GENERAL SERVICES, GAS COMPANIES, ELECTRICAL UTILITY COMPANIES, WATER DISTRICTS AND OTHER AGENCIES MAY HAVE TO APPROVE CONTRACTOR PREPARED DRAWINGS OR APPROVE A PROPOSED INSTALLATION. CONTRACTOR HAS INCLUDED DELAYS AND DAMAGES WHICH MAY BE CAUSED BY SUCH AGENCIES IN CONTRACTOR’S BID. THUS, CONTRACTOR IS NOT ENTITLED TO MAKE CLAIM UPON THE DISTRICT FOR DAMAGES OR DELAYS ARISING FROM THE DELAYS CAUSED BY SUCH AGENCIES. FURTHERMORE, THE CONTRACTOR HAS SCHEDULED FOR SUCH DELAYS AND IS NOT
ENTITLED TO AN EXTENSION OF TIME FOR DELAYS CAUSED BY GOVERNMENTAL AGENCIES WHICH CONTRACTOR MUST OBTAIN APPROVALS FROM AND, THUS, CONTRACTOR IS NOT ENTITLED TO AN EXTENSION OF TIME.

CONTRACTOR SHALL ONLY BE ENTITLED TO COMPENSATION FOR DELAY WHEN THE FOLLOWING CONDITIONS ARE MET: (1) THE DISTRICT IS RESPONSIBLE FOR THE DELAY; (2) THE DELAY IS UNREASONABLE UNDER THE CIRCUMSTANCES INVOLVED; AND (3) THE DELAY WAS NOT WITHIN THE CONTEMPLATION OF DISTRICT AND CONTRACTOR.

ARTICLE 9
PAYMENTS AND COMPLETION

9.1 CONTRACT SUM

The Contract Sum is stated in the Agreement and, including authorized adjustments, is the total amount payable by the District to the Contractor for performance of the Work under the Contract Documents.

9.2 COST BREAKDOWN

Required Information.

On forms or software programs (e.g., Microsoft Project, Primavera or Excel) approved by the District, the Contractor shall furnish the following:

Within ten (10) days of the award of the Contract, a detailed breakdown of the Contract Sum (hereinafter “Schedule of Values” or “SOV”) for each Project or Site;

Within ten (10) days of the award of the Contract, a schedule of estimated monthly payment requests due the Contractor showing the values and construction time of the various portions of the Work to be performed by it and by its Subcontractors or material and equipment suppliers containing such supporting evidence as to its correctness as the District may require;

Within ten (10) days of the award of the Contract, the name, address, telephone number, teletypewriter number, California State Contractors License number, classification and monetary value of all Subcontracts for parties furnishing labor, material, or equipment for completion of the Project.

District Approval Required.

The District shall review all submissions received pursuant to Paragraph 9.2.1 in a timely manner. All submissions must be approved by the District before becoming the basis of any payment. Contractor may request to District representation, prior to submission, to submit information required by paragraph 9.2.1 in a spreadsheet (Microsoft Excel) format. Approval of an alternate format is entirely at District’s discretion.
9.3 PROGRESS PAYMENTS

Payments to Contractor.

Within thirty (30) days after approval of the Request for Payment, Contractor shall be paid a sum equal to ninety-five percent (95%) of the value of the Work performed (as certified by Architect and Inspector and verified by Contractor) up to the last day of the previous month, less the aggregate of previous payments. The value of the Work completed shall be Contractor’s best estimate. No inaccuracy or error in said estimate shall operate to release the Contractor, or any surety upon any bond, from damages arising from such Work, or from the District’s enforcement of each and every provision of this Contract, and the District shall have the right subsequently to correct any error made in any estimate for payment.

The Contractor shall not be entitled to have any payment requests processed, or be entitled to have any payment made for work performed, so long as any lawful or proper direction given by the District concerning the Work, or any portion thereof, remains incomplete.

The SOV items of Work shall include a prorated portion of Contractor’s home office and field office overhead, profit, insurance, (except to the extent expressly identified in a Proposal Item) and/or other financing, as well as General Conditions costs, (e.g., routine time related Site cleanup and maintenance,, temporary power and lighting, security, temporary trailer rental, temporary fence rentals, and the like). The SOV shall also not include separate line items to prepare submittals, or other Work items not at the Project Site, unless expressly identified in these Contract Documents as specific exceptions.

Costs for each item of Work at the Project site shall be indicated on a single line that breaks out labor, materials, and equipment for that item of Work, with all items noted in the paragraph above prorated into each line. Unless otherwise allowed, the SOV shall reflect that the District shall only pay for installed items of Work at the Project site. All other costs shall be prorated through all activities and all Phases of the Project so that the sum of all Schedule of Values line items equals the total Contract Sum.

Notwithstanding anything to the contrary stated above, the Contractor may include in its Request for Payment the value of any fabricated structural steel, mail order materials, G.F.R.C. panels and other such custom-made materials prepared specifically for the Project and unique to the Project so long as all of the following requirements are satisfied:

No payment shall be made for materials stored off-site without the written approval of the District to be given or withheld in the District’s sole discretion;

Title to such materials shall be vested in the District as evidenced by documentation satisfactory in form and substance to the District, including, without limitation, recorded financing statements, UCC filings and UCC searches;

With each Contractor Request for Payment, the Contractor shall submit to the District a written list identifying each location where materials are stored off-site (which must be a bonded warehouse) and the value of the materials at each location. The Contractor shall procure insurance satisfactory to the District (in its reasonable
discretion) for materials stored off-site in an amount not less than the total value thereof;

The consent of any Surety shall be obtained to the extent required prior to payment for any materials stored off-site;

Representatives of the District shall have the right to make inspections of the storage areas at any time; and

Such materials shall be (1) protected from diversion, destruction, theft and damage to the reasonable satisfaction of the District; (2) specifically marked for use on the Project; and (3) segregated from other materials at the storage facility.

Purchase of Materials and Equipment.

The Contractor is required to order, obtain, and store materials and equipment sufficiently in advance of its Work at no additional cost or advance payment from District to assure that there will be no delays.

No Waiver.

No payment by District hereunder shall be interpreted so as to imply that District has inspected, approved, or accepted any part of the Work. Notwithstanding any payment, the District may enforce each and every provision of this Contract. The District may correct any error subsequent to any payment.

Issuance of Certificate of Payment.

The Architect shall, within seven (7) days after receipt of the Contractor’s Application for Payment, either approve such payment or notify the Contractor in writing of the Architect’s reasons for withholding approval in whole or in part as provided in Paragraph 9.6. The review of the Contractor’s Application for Payment by the Architect is based on the Architect’s observations at the Site and the data comprising the Application for Payment that the Work has progressed to the point indicated and that, to the best of the Architect’s knowledge, information, and belief, the quality of the Work is in accordance with the Contract Documents. The foregoing representations are subject to (1) an evaluation of the Work for conformance with the Contract Documents, (2) results of subsequent tests and inspections, (3) minor deviations from the Contract Documents correctable prior to completion, and (4) specific qualifications expressed by the Architect. The issuance of a Certificate for Payment will further constitute a representation that the Contractor is entitled to payment in the amount certified.

9.4 APPLICATIONS FOR PROGRESS PAYMENTS

Procedure.

Application for Progress. On or before the fifth (5th) day of each calendar month during the progress of the Work, Contractor shall submit to the Architect an itemized Application for Progress Payment for operations completed in accordance with the Schedule of Values. Such
application shall be notarized, if required, and supported by the following or such portion thereof as Architect requires:

The amount paid to the date of the Application to the Contractor, to all its Subcontractors, and all others furnishing labor, material, or equipment for its Contract;

The amount being requested under the Application for Payment by the Contractor on its own behalf and separately stating the amount requested on behalf of each of the Subcontractors and all others furnishing labor, material, and equipment under the Contract;

The balance that will be due to each of such entities after said payment is made;

A certification that the Record Drawings and Annotated Specifications are current;

Itemized breakdown of work done for the purpose of requesting partial payment;

An updated construction schedule in conformance with Paragraph 3.8;

The additions to and subtractions from the Contract Sum and Contract Time;

A summary of the retentions held;

Material invoices, evidence of equipment purchases, rentals, and other support and details of cost as the District may require from time to time;

The percentage of completion of the Contractor’s Work by line item; and

An updated Schedule of Values from the preceding Application for Payment.

Prerequisites for Progress Payments.

First Payment Request. The following items, if applicable, must be completed before the first payment request will be accepted for processing:

Installation of the Project sign;

Receipt by Architect of submittals;

Installation of field office;

Installation of temporary facilities and fencing;

Submission of documents listed in the Paragraph 9.2 relating to Cost Breakdown;

Contractor’s Construction Schedule (Schedule to be CPM based in conformance with Paragraph 3.8);

Schedule of unit prices;

Submittal Schedule;

Copies of necessary permits;

Copies of authorizations and licenses from governing authorities;

Initial progress report;

Surveyor qualifications;
Written acceptance of District’s survey of rough grading;
List of all subcontractors, with names, license numbers, telephone numbers, and scope of work;
All bonds and insurance endorsements; and
Resumes of General Contractor’s Project Manager and superintendent.

All Payment Requests. No payment requests will be processed unless Contractor has submitted copies of the Certified Payroll records for the Work which correlates to the payment request and a proper CPM schedule pursuant to Paragraph 3.8 is submitted.

Any payments made to Contractor where criteria set forth in Paragraph 9.4.2.1 or 9.4.2.2 have not been met shall not constitute a waiver of said criteria by District. Instead, such payment shall be construed as a good faith effort by District to resolve differences so Contractor may pay its Subcontractors and suppliers and that Contractor agrees that failure to submit such items may constitute a breach of contract by Contractor and may subject Contractor to termination.

9.5 WARRANTY OF TITLE

The Contractor warrants title to all work. The Contractor further warrants that all work is free and clear of liens, claims, security interests, or encumbrances in favor of the Contractor, Subcontractors, material and equipment suppliers, or other persons or entities making a claim by reason of having provided labor, materials, and equipment relating to the Work. Failure to keep work free of liens, claims, security interests or encumbrances is grounds to make a claim against Contractor’s payment and performance bond to immediately remedy and defend.

If a lien or stop notice of any nature should at any time be filed against the Work or any District property, by any entity which has supplied material or services at the request of the Contractor, Contractor and Contractor’s surety shall promptly, on demand by District and at Contractor’s and surety’s own expense, take any and all action necessary to cause any such lien or stop notice to be released or discharged immediately therefrom.

If the Contractor fails to furnish to the District within ten (10) calendar days after demand by the District, satisfactory evidence that a lien or stop notice has been so released, discharged, or secured, then District may discharge such indebtedness and deduct the amount required therefor, together with any and all losses, costs, damages, and attorney's fees and expense incurred or suffered by District from any sum payable to Contractor under the Contract.

9.6 DECISIONS TO WITHHOLD PAYMENT

Reasons to Withhold Payment.

The District may withhold payment in whole, or in part, to the extent reasonably necessary to protect the District if, in the District’s opinion, the representations to the District required by Paragraph 9.4 cannot be made. The District may withhold payment, in whole, or in part, to such extent as may be necessary to protect the District from loss because of, but not limited to:

Defective Work not remedied;
Stop Notices served upon the District;
Liquidated damages assessed against the Contractor;
The cost of completion of the Contract if there exists reasonable doubt that the Work can be completed for the unpaid balance of any Contract Sum or by the completion date;
Damage to the District or other contractor;
Unsatisfactory prosecution of the Work by the Contractor;
Failure to store and properly secure materials;
Failure of the Contractor to submit on a timely basis, proper and sufficient documentation required by the Contract Documents, including, without limitation, acceptable monthly progress schedules, shop drawings, submittal schedules, schedule of values, product data and samples, proposed product lists, executed Construction Change Directives, and verified reports;
Failure of the Contractor to maintain record drawings;
Erroneous estimates by the Contractor of the value of the Work performed, or other false statements in an Application for Payment;
Unauthorized deviations from the Contract Documents;
Failure of the Contractor to prosecute the Work in a timely manner in compliance with established progress schedules and completion dates.
Failure to properly pay prevailing wages as defined in Labor Code section 1720, et seq.;
Failure to properly maintain or clean up the Site;
Payments to indemnify, defend, or hold harmless the District;
Any payments due to the District including but not limited to payments for failed tests, or utilities changes or permits;
Failure to submit an acceptable schedule in accordance with Paragraph 3.8; or
Failure to pay Subcontractor or suppliers as required by Paragraph 9.8.1.

Reallocation of Withheld Amounts.

District may, in its discretion, apply any withheld amount to payment of outstanding claims or obligations as defined in Paragraphs 9.6.1 and 9.5. In so doing, District shall make such payments on behalf of Contractor. If any payment is so made by District, then such amount shall be considered as a payment made under Contract by District to Contractor and District shall not be liable to Contractor for such payments made in good faith. Such payments may be made without prior judicial determination of claim or obligation. District will render Contractor an accounting of such funds disbursed on behalf of Contractor.

If Contractor defaults or neglects to carry out the Work in accordance with the contract documents or fails to perform any provision thereof, District may, after ten (10) calendar days
written notice to the Contractor and without prejudice to any other remedy make good such deficiencies. The District shall adjust the total Contract price by reducing the amount thereof by the cost of making good such deficiencies. If District deems it inexpedient to correct Work which is damaged, defective, or not done in accordance with Contract provisions, an equitable reduction in the Contract price (of at least 150% of the estimated reasonable value of the nonconforming work) shall be made therefor.

Payment After Cure.

When the grounds for declining approval are removed, payment shall be made for amounts withheld because of them. No interest shall be paid on any retainage or amounts withheld due to the failure of the Contractor to perform in accordance with the terms and conditions of the Contract Documents.

9.7 NONCONFORMING WORK

Contractor shall promptly remove from premises all Work identified by District as failing to conform to the Contract whether incorporated or not. Contractor shall promptly replace and re-execute its own Work to comply with the Contract without additional expense to District and shall bear the expense of making good all work of other contractors destroyed or damaged by such removal or replacement.

If Contractor does not remove such Work which has been identified by District as failing to conform to the Contract Documents within a reasonable time, fixed by written notice, District may remove it and may store the material at Contractor’s expense. If Contractor does not pay expenses of such removal within ten (10) calendar days’ time thereafter, District may, upon ten (10) calendar days’ written notice, sell such materials at auction or at private sale and shall account for net proceeds thereof, after deducting all costs and expenses that should have been borne by Contractor.

9.8 SUBCONTRACTOR PAYMENTS

Payments to Subcontractors.

No later than ten (10) days after receipt, or pursuant to Business and Professions Code Section 7108.5 and Public Contract Code section 7107, the Contractor shall pay to each Subcontractor, out of the amount paid to the Contractor on account of such Subcontractor’s portion of the Work, the amount to which said Subcontractor is entitled. The Contractor shall, by appropriate agreement with each Subcontractor, require each Subcontractor to make payments to Sub-subcontractors in a similar manner.

No Obligation of District for Subcontractor Payment.

The District shall have no obligation to pay, or to see to the payment of, money to a Subcontractor except as may otherwise be required by law.
Payment Not Constituting Approval or Acceptance.

An approved Request for Payment, a progress payment, or partial or entire use or occupancy of the Project by the District shall not constitute acceptance of Work not in accordance with the Contract Documents.

Joint Checks.

District shall have the right, if necessary for the protection of the District, to issue joint checks made payable to the Contractor and Subcontractors and material or equipment suppliers. The joint check payees shall be responsible for the allocation and disbursement of funds included as part of any such joint payment. In no event shall any joint check payment be construed to create any contract between the District and a Subcontractor of any tier, any obligation from the District to such Subcontractor, or rights in such Subcontractor against the District.

9.9 PROJECT RECORD DOCUMENTS

This section includes administrative and procedural requirements for Project Record Documents, including but not limited to the following where applicable:

- Record Drawings
- Record Specifications
- Record Product Data
- Record MEP & Structural coordination documents

Project Record Documents include, but are not limited to, the following:

Marked-up copies of Drawings
Marked up copy of the Project Specifications
Marked-up copies of Shop Drawings
Newly prepared Drawings and Specifications
Marked-up Product Data submittals
Field records, such as photographs, for variable and concealed conditions
Record information for Work that is only schematically shown
Maintenance forms for equipment

Contractor shall dedicate one complete full size set of the Contract Drawings and one complete Project Manual for use in recording as-built conditions.

Contractor shall submit to District in hard copy one original and two copies of all Project Record Documents. In addition, one electronic copy in electronic media format shall be submitted to District. District reserves the right to require resubmittal in accordance with these General
Conditions if the documents are inaccurate or incomplete, or otherwise fail to meet the requirements of these Contract Documents.

Project Record Drawings

Mark-up Procedure: During the construction period, maintain a complete, current set of full size blackline prints of Contract Drawings and Shop Drawings for Project Record Documents purposes. Label each document (on first sheet or format page) "Project Record" in 2-inch high printed letters. Keep all record documents current.

A reference by number to a Change Order, CCD, RFI, RFQ, RFP, Field Order or other such document is not acceptable as sufficient record information on any record document. Do not conceal any Work until required record information has been recorded.

Contractor shall mark Record Drawings to indicate the actual installation where the installation varies appreciably from the installation shown originally. Give particular attention to information on concealed elements that would be difficult to identify or measure and record later. Items required to be marked include, but are not limited to:

- Dimensional changes to the Contract Drawings (horizontal and/or vertical)
- Revisions or any modification to details shown on the Contract Drawings
- Depths of various elements of foundations in relation to main floor level or survey datum.
- Horizontal and vertical location of underground utilities and appurtenances referenced to permanent surface improvements.
- Location of internal utilities and appurtenances concealed in construction referenced to visible and accessible features of structure.
- Locations of underground work, points of connection with existing utilities, changes in direction, valves, manholes, catch basins, capped stub outs, invert elevations and similar items
- Final, actual numbering of each electrical circuit
- Revisions to routing of piping and conduits
- Revisions to electrical circuitry
- Actual equipment locations
- Duct size and routing
- Changes made by Change Order, CCD, ASI, or any other directive
- Details not on original Contract Drawings

Contractor shall mark completely and accurately Project Record Drawing prints of Contract Drawings or Shop Drawings, whichever is the most capable of showing actual physical conditions. Where Shop Drawings are marked, show cross-reference on Contract Drawings location.
Contractor shall mark Project Record Drawing sets with red, erasable colored pencil; use other colors to distinguish between changes for different categories of the Work at the same location.

Contractor shall be responsible for Mark-up: Where feasible, the individual or entity who obtained Project Record Drawing data, whether the individual or entity is the installer, Subcontractor or similar entity, is required to prepare the mark-up on Project Record Drawings. Contractor shall prepare Record Drawings: Immediately prior to inspection for Certification of Substantial Completion of the Work, review completed marked-up Project Record Drawings with District, Project Inspector, Construction Manager, and Architect to ensure accuracy of information. Once accuracy of information is confirmed, prepare and submit a full set of as-built Contract Drawings and Shop Drawings.

Incorporate changes and additional information previously marked on print sets. Delete, redraw, and/or add details and notations where applicable. Identify and date each Drawing; include the printed designation "PROJECT RECORD DRAWING" and the date prepared in a prominent location on each Drawing.

Distribution: Whether or not changes and additional information were recorded, organize and bind original marked-up set of prints that were maintained during the construction period into manageable sets. Bind the set with durable paper cover sheets, with appropriate identification, including titles, dates and other information on cover sheets and submit to District.

Project Record Specification

Contractor shall, during the construction period, maintain one copy of the Project Specifications, including all addenda and all other modifications issued for Project Record Documents purposes.

Contractor shall mark the Project Record specifications to indicate the actual installation where the installation varies substantially from that indicated in Specifications and/or modifications issued. Note related Project Record Drawing information, where applicable. Give particular attention to substitutions, selection of product options, Change Order and Construction Change Directive Work, and information on concealed installation that would be difficult to identify, measure, and record later.

Project Record Product Data

Contractor shall, during the construction period, maintain one copy of each Project Record Product Data submittal for "Project Record Document" purposes.

Contractor shall arrange Project Record Product Data by Specification Section number, and provide names, addresses, fax numbers, emails addresses, and telephone number of Subcontractors and suppliers. Information to be provided includes:

Trade Names
Model or type numbers
Assembly diagrams
Operating instructions
Cleaning instructions
Maintenance instructions
Recommended spare parts
Product data

Miscellaneous Project Record Submittals

Refer to other Specification Sections for miscellaneous record keeping requirements and submittals. Immediately prior to Substantial Completion of the Work complete miscellaneous records and place in good order, properly identified, ready for use and reference. Submit to the District for District’s records, in Adobe PDF format.

Electronic Media Format

Electronic Media Format: Electronic media format for all Project Record Documents shall be Adobe PDF, with chapter markers and/or bookmarks inserted in place of the equivalent hard copy section tabs. Electronic copy shall include all tables, charts, drawings, codes and all other matters reflected in hard copies. Electronic media files shall be delivered on a unique CD-ROM or flash drive.

9.10 COMPLETION OF THE WORK

Contract Closeout Submittals include, but are not limited to:

Electronic Media of All Project Record Documents described in Article 9.9.10 above.
Record Samples
Field records for variable and concealed conditions
Operating and maintenance manuals and data
Warranties, guaranties, and bonds
Warranty Tags
Spare Parts Data
Service and maintenance contracts
Certified and approved fire inspection documents, when required
Initial Punch List and Inspection

When Contractor considers Work to be Substantially Complete, submit written notice to District’s Representative requesting an Initial Inspection and listing items remaining to be
completed or corrected listed by room number and item number (hereinafter “Initial Punch List”). The Contractor and/or its Subcontractors shall proceed promptly to complete and correct items on the list without waiting for District review of the Initial Punch List and inspection of the Work. Failure to include an item on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.

The Contractor shall not submit a notice requesting an Initial Inspection unless the Work is Substantially Complete.

Before calling for final inspection, Contractor shall determine that the following Work has been performed:

The Work has been completed.

All life safety items are completed and in working order.

Mechanical and electrical Work complete, fixtures in place, connected and ready for tryout and test.

Electrical circuits scheduled in panels and disconnect switches labeled.

Painting and special finishes complete.

Doors complete with hardware, cleaned of protective film relieved of sticking or binding and in working order.

Tops and bottoms of doors sealed.

Floors waxed and polished as specified.

Broken glass replaced and glass cleaned.

Grounds cleared of Contractor’s equipment, raked clean of debris, and trash removed from Site.

Work cleaned, free of stains, scratches, and other foreign matter, replacement of damaged and broken material.

Finished and decorative work shall have marks, dirt and superfluous labels removed.

Final cleanup.

Furnish a letter to District stating that a responsible representative of District [give name and position] has been instructed in working characteristics of mechanical and electrical equipment.

Should District’s Representatives determine that Work is not Substantially Complete, the Architect or Construction Manager will promptly notify Contractor in writing, listing Work that must be completed prior to Substantial Completion. Any inspection list that is submitted to the District that does not result in a District determination of Substantial Completion will not be considered an accepted Initial Punch List. If the Work or Phase of Work is determined to not be Substantially Complete, Contractor shall complete all Work as directed prior to
requesting an additional Initial Inspection by the District to determine Substantial Completion per this Specification Section.

Upon receipt of the Contractor’s Initial Punch List, and not before, the Architect, Construction Manager, and Inspector will make an Initial Inspection to determine whether the Work, or Phase of Work, is Substantially Complete.

All fire and life safety items, manufactured units, equipment and systems that require startup must have been started, run, tested, and operational for periods prescribed by the Contract Documents before a request for Initial Inspection is accepted by the District.

If additional Initial Inspections are required to review Initial Punch List items due to incompleteness of the Work by Contractor, Contractor will reimburse District for all costs associated with these inspections if additional services fees by District consultants are required. The costs of such District additional service fees will be deducted from the Contract Sum by Change Order.

Substantial Completion

When District determines that the Work is Substantially Complete, District will issue a Certificate of Substantial Completion, accompanied by Final Punch List of items to be completed or corrected as verified and/or appended by Architect and District.

When the Work is Substantially Complete, the District will file a Notice of Completion.

Warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work unless otherwise provided in the Notice of Completion.

The Notice of Completion shall be submitted to the Contractor for their written acceptance of responsibilities assigned to them in such Notice prior to District filing the Notice of Completion for purposes of initiating the release of Retention for the Work or Phase of Work.

The District shall withhold from Contractor payment the value of remaining Work, Work to be corrected, incomplete Work, and an amount identified for Punch List Work, and as otherwise identified in Public Contract Code.

The Contractor shall complete the items listed in the Final Punch List within ten (10) working days of the Certificate of Substantial Completion. The Contractor shall execute the Work such that the District can occupy the Work within seven (7) calendar days of the date of the Certificate of Substantial Completion.

Final Inspection

When Contractor considers the items listed in the Final Punch List to be complete the Contractor shall submit written notice to District’s Representative requesting a Final Inspection.

Operations and Maintenance Manuals and Warranty and Guaranty documents. At least ten (10) days prior to final inspection, three (3) copies of complete operations and maintenance...
manuals, repair parts lists, service instructions for all electrical and mechanical equipment, and equipment warranties shall be submitted. All installation, operating, and maintenance information and drawings shall be bound in 8½” x 11” binders. Provide a table of contents in front and all items shall be indexed with tabs. Each manual shall also contain a list of subcontractors, with their addresses and the names of persons to contact in cases of emergency. Identifying labels shall provide names of manufactures, their addresses, ratings, and capacities of equipment and machinery. Additional requirements for Operations and Maintenance manuals may be found in other Specifications and Sections of the Contract Documents.

Upon receipt of the Contractor’s request for Final Inspection, and not before, the Contractor, Architect, and Construction Manager, shall meet to go over the Contract Documents to identify the administrative requirements for contract close-out.

The Construction Manager will prepare a list of requirements remaining for administrative close-out and shall provide the list to the Contractor. This list may be general in nature, and shall not serve to relieve the Contractor from any of the administrative requirements of the Contract.

The Contractor shall complete all items on the administrative close-out list within twenty-one (21) days

Subsequent to the meeting to identify administrative close-out requirements, Architect, Construction Manager, Campus Representatives, and Inspector will inspect the Work to determine whether the Work identified on the Final Punch List is complete.

If additional Final Inspections are required to review the Final Punch List items due to incompleteness of the Work by Contractor, Contractor will reimburse District for all costs associated with these inspections if additional services fees by District consultants are required. The costs of such District additional service fees will be deducted from the Contract Sum by Change Order.

When the Architect determines that all final punch list items have been completed, a final Project Inspection Report will be issued. Any outstanding administrative close-out requirements will be identified and a value for withholding from Progress Payment or Final Payment will be assigned.

The Project Inspector (IOR), the Construction Manager, and the Contractor shall, at all times, be together during all inspections. The Contractor shall give 24-hour notice to the District for such inspections.

**Final Completion**

Final Completion occurs when all Work meets all requirements of the Contract Documents. When Contractor considers all Work complete and all close-out requirements have been performed, submitted, and accepted, submit written certification to District that:

Contractor has inspected Work for compliance with Contract Documents, and all requirements for Final Acceptance have been met.
Except for Contractor maintenance and Deferred or Seasonal Testing, after Final Acceptance, all Work has been completed in accordance with Contract Documents and deficiencies listed with any Certificate of Substantial Completion have been corrected. Equipment and systems have been tested in the presence of Architect, Project Inspector (IOR), Construction Manager, and District Representatives and are operative.

Should District determine that the Work is incomplete or defective or that administrative requirements have not been completed:

District’s Representative promptly will so notify Contractor, in writing, listing the incomplete or defective items.

Contractor shall promptly remedy all incomplete and/or defective Work and notify the District when it is ready for re-inspection. District’s Representatives will then re-inspect the Work. If deficiencies previously noted are found not to be corrected, Contractor shall pay all District costs for the re-inspection.

When District determines that all Work and requirements are complete under the Contract Documents, District or Construction Manager will request Contractor to make a request for Final Payment.

9.11 PARTIAL OCCUPANCY OR USE

District’s Rights.

The District may occupy or use any completed or partially completed portion of the Work at any stage. The District and the Contractor shall agree in writing to the responsibilities assigned to each of them for payments, security, maintenance, heat, utilities, damage to the Work, insurance, the period for correction of the Work, and the commencement of warranties required by the Contract Documents. If District and Contractor cannot agree as to responsibilities such disagreement shall be resolved pursuant to Paragraph 4.5.1. When the Contractor considers a portion complete, the Contractor shall prepare and submit a Punch List to the District as provided under Paragraph 9.9.1.

Inspection Prior to Occupancy or Use.

Immediately prior to such partial occupancy or use, the District, the Contractor, and the Architect shall jointly inspect the area to be occupied or portion of the Work to be used in order to determine and record the condition of the Work.

No Waiver.

Unless otherwise agreed upon, partial occupancy or use of a portion or portions of the Work shall not constitute acceptance of the Work not complying with the requirements of the Contract Documents.
9.12 COMPLETION AND FINAL PAYMENT

Final Inspection.

Contractor shall comply with all Punch List and Inspection procedures under Paragraph 9.10

Upon receipt and approval of such final Application for Payment as required in Article 9.10.5.5 and elsewhere, the Architect shall issue a final Certificate of Payment stating that to the best of its knowledge, information, and belief, and on the basis of its observations, inspections, and all other data accumulated or received by the Architect in connection with the Work, such Work has been completed in accordance with the Contract Documents. The District shall thereupon inspect such Work and either accept the Work as complete or notify the Architect and the Contractor in writing of reasons why the Work is not complete. Upon acceptance of the Work of the Contractor as fully complete (which, absent unusual circumstances, will occur when the Punch List items have been satisfactorily completed), the District shall record a Notice of Completion with the County Recorder, and the Contractor shall, upon receipt of payment from the District, pay the amounts due Subcontractors.

Retainage.

The retainage, less any amounts disputed by the District or which the District has the right to withhold Pursuant to Paragraph 9.6, shall be paid after approval of the District by the Architect’s Certificate of Payment, after the satisfaction of the conditions set forth in Article 9, and after thirty-five (35) days after the acceptance of the Work and recording of the Notice of Completion by District. No interest shall be paid on any retainage, or on any amounts withheld due to a failure of the Contractor to perform, in accordance with the terms and conditions of the Contract Documents, except as provided to the contrary in any Escrow Agreement between the District and the Contractor pursuant to Public Contract Code § 22300.

Procedures for Application for Final Payment.

Prerequisites for Final Payment. The following conditions must be fulfilled prior to Final Payment:

A full and final waiver or release of all Stop Notices in connection with the Work shall be submitted by Contractor, including a release of Stop Notice in recordable form, together with (to the extent permitted by law) a copy of the full and final release of all Stop Notice rights.

The Contractor shall have made all corrections to the Work which are required to remedy any defects therein, to obtain compliance with the Contract Documents or any requirements of applicable codes and ordinances, or to fulfill any of the orders or directions of District required under the Contract Documents.

Each Subcontractor shall have delivered to the Contractor all written guarantees, warranties, applications, and bonds required by the Contract Documents for its portion of the Work.

Contractor must have completed all requirements set forth in Paragraph 9.9.1.2.
Architect shall have issued a Final Certificate of Payment.

The Contractor shall have delivered to the District all manuals and materials required by the Contract Documents.

The Contractor shall have completed final clean up as required by Paragraph 3.12.

9.13 SUBSTITUTION OF SECURITIES

The District will permit the substitution of securities in accordance with the provisions of Public Contract Code section 22300.
ARTICLE 10
PROTECTION OF PERSONS AND PROPERTY

10.1 SAFETY PRECAUTIONS AND PROGRAMS

Contractor Responsibility.

The Contractor is constructive owner of Project site. The Contractor shall be responsible for all damages to persons or property that occur as a result of its fault or negligence in connection with the prosecution of this Contract and shall take all necessary measures and be responsible for the proper care and protection of all materials delivered and work performed until completion and final acceptance by the District. All work shall be solely at the Contractor’s risk, with the exception of damage to the work caused by “acts of God” as defined in Public Contract Code Section 7105(b)(2).

Contractor shall take, and require subcontractor to take, all necessary precautions for safety of workers on the Work and shall comply with all applicable federal, state, local and other safety laws, standards, orders, rules, regulations, and building codes to prevent accidents or injury to persons on, about, or adjacent to premises where Work is being performed and to provide a safe and healthful place of employment. In addition to meeting all requirements of OSHA, Cal-OSHA, state, and local codes, Contractor shall furnish, erect and properly maintain at all times, as directed by District or Architect or required by conditions and progress of work, all necessary safety devices, safeguards, construction canopies, signs, audible devices for protection of the blind, safety rails, belts and nets, barriers, lights, and watchmen for protection of workers and the public, and shall post danger signs warning against hazards created by such features in the course of construction. Contractor shall designate a responsible member of its organization on the Work, whose duty shall be to post information regarding protection and obligations of workers and other notices required under occupational safety and health laws, to comply with reporting and other occupational safety requirements, and to protect the life, safety and health of workers. The name and position of person so designated shall be reported to District by Contractor. Contractor shall correct any violations of safety laws, rules, orders, standards, or regulations. Upon the issuance of a citation or notice of violation by the Division of Occupational Safety and Health, such violation shall be corrected promptly.

The Contractor and Subcontractors shall continuously protect the Work, the District’s property, and the property of others, from damage, injury, or loss arising in connection with operations under the Contract Documents. The Contractor and Subcontractors, at their own expense, shall make good any such damage, injury, or loss, except such as may be solely due to, or caused by, agents or employees of the District.

Subcontractor Responsibility.

Contractor shall require that Subcontractors participate in, and enforce, the safety and loss prevention programs established by the Contractor for the Project, which will cover all Work performed by the Contractor and its Subcontractors. Each Subcontractor shall designate a responsible member of its organization whose duties shall include loss and accident prevention,
and who shall have the responsibility and full authority to enforce the program. This person shall attend meetings with the representatives of the various Subcontractors employed to ensure that all employees understand and comply with the programs.

Cooperation.

All Subcontractors and material or equipment suppliers, shall cooperate fully with Contractor, the District, and all insurance carriers and loss prevention engineers.

Accident Reports.

Subcontractors shall immediately, within two (2) days, report in writing to the Contractor all accidents whatsoever arising out of, or in connection with, the performance of the Work, whether on or off the Site, which caused death, personal injury, or property damage, giving full details and statements of witnesses. In addition, if death or serious injuries or serious damages are caused, the accident shall be reported within four (4) days by telephone or messenger. Contractor shall thereafter immediately, within two (2) days, report the facts in writing to the District and the Architect giving full details of the accident.

First-Aid Supplies at Site.

The Contractor will provide and maintain at the Site first-aid supplies which complies with the current Occupational Safety and Health Regulations.

Material Safety Data Sheets and Compliance with Proposition 65.

Contractor is required to have material safety data sheets available in a readily accessible place at the job site for any material requiring a material safety data sheet per the Federal “hazard communication” standard, or employees’ “right-to-know law.” The Contractor is also required to properly label any substance brought into the job site, and require that any person working with the material, or within the general area of the material, is informed of the hazards of the substance and follows proper handling and protection procedures.

Contractor is required to comply with the provisions of California Health and Safety Code section 25249, et seq., which requires the posting and giving of notice to persons who may be exposed to any chemical known to the State of California to cause cancer. The Contractor agrees to familiarize itself with the provisions of this section, and to comply fully with its requirements.

Non-Utilization of Asbestos Material.

NO ASBESTOS OR ASBESTOS-CONTAINING PRODUCTS SHALL BE USED IN THIS CONSTRUCTION OR IN ANY TOOLS, DEVICES, CLOTHING, OR EQUIPMENT USED TO EFFECT THIS CONSTRUCTION.

Asbestos and/or asbestos-containing products shall be defined as all items containing, but not limited to, chrysotile, amosite, anthophyllite, tremolite, and antinolite.
Any or all material containing greater than one-tenth of one percent (>.1%) asbestos shall be defined as asbestos-containing material.

All Work or materials found to contain asbestos or Work or material installed with asbestos-containing equipment will be immediately rejected and this Work will be removed at no additional cost to the District.

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

The asbestos removal contractor shall be an EPA accredited contractor qualified in the removal of asbestos and shall be chosen and approved by the asbestos consultant, who shall have sole discretion and final determination in this matter.

The asbestos consultant shall be chosen and approved by the District, who shall have sole discretion and final determination in this matter.

The Work will not be accepted until asbestos contamination is reduced to levels deemed acceptable by the asbestos consultant.

Interface of Work under this Contract with work containing asbestos shall be executed by the Contractor at his risk and at his discretion, with full knowledge of the currently accepted standards, hazards, risks, and liabilities associated with asbestos work and asbestos-containing products. By execution of this Contract, the Contractor acknowledges the above and agrees to hold harmless District and its assigns for all asbestos liability which may be associated with this work and agrees to instruct his employees with respect to the above-mentioned standards, hazards, risks, and liabilities.

10.2 SAFETY OF PERSONS AND PROPERTY

The Contractor.

The Contractor shall take reasonable precautions for the safety of, and shall provide reasonable protection to prevent damage, injury, or loss to:

Employees on the Work and other persons who may be affected thereby;

The Work, material, and equipment to be incorporated therein, whether in storage on or off the Site, under the care, custody, or control of the Contractor or the Contractor’s Subcontractors or Sub-subcontractors; and

Other property at the Site or adjacent thereto such as trees, shrubs, lawns, walks, pavement, roadways, structures, and utilities not designated for removal, relocation, or replacement in the course of construction.

Contractor is constructive owner of Project site as more fully discussed in Paragraph 6.2.
Contractor Notices.

The Contractor shall give notices and comply with applicable laws, ordinances, rules, regulations, and lawful orders of public authorities bearing on the safety of persons or property or their protection from damage, injury, or loss.

Safety Barriers and Safeguards.

The Contractor shall erect and maintain, as required by existing conditions and performance of the Contract, reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards, promulgating safety regulations, and notifying owners and users of adjacent sites and utilities.

Use or Storage of Hazardous Material.

When use or storage of explosives, other hazardous materials or equipment, or unusual methods are necessary for execution of the Work, the Contractor shall exercise utmost care and carry on such activities under supervision of properly qualified personnel. The Contractor shall notify the District any time that explosives or hazardous materials are expected to be stored on Site. Location of storage shall be coordinated with the District and local fire authorities.

Protection of Work.

The Contractor and Subcontractors shall continuously protect the Work, the District’s property, and the property of others, from damage, injury, or loss arising in connection with operations under the Contract Documents. The Contractor and Subcontractors, at their own expense, shall make good any such damage, injury, or loss, except such as may be solely due to, or caused by, agents or employees of the District.

The Contractor, at Contractor’s expense, will remove all mud, water, or other elements as may be required for the proper protection and prosecution of its Work.

Contractor shall take adequate precautions to protect existing roads, sidewalks, curbs, pavements, utilities, adjoining property and structures (including, without limitation, protection from settlement or loss of lateral support), and to avoid damage thereto, and repair any damage thereto caused by construction operations. All permits, licenses, or inspection fees required for such repair Work shall be obtained and paid for by Contractor.

Requirements for Existing Sites.

Contractor shall (unless waived by the District in writing):

When performing construction on existing sites, become informed and take into specific account the maturity of the students on the Site; and perform Work which may interfere with campus routine before or after campus hours, enclose working area with a substantial barricade, and arrange Work to cause a minimum amount of inconvenience and danger to students and faculty in their regular campus activities.
The Contractor shall comply with specifications and directives of the District regarding the timing of certain construction activities in order to avoid unnecessary interference with the campus’ functions.

Provide substantial barricades around any shrubs or trees indicated to be preserved.

Deliver materials to building area over route designated by Architect.

Take preventive measures to eliminate objectionable dust, noise, or other disturbances.

Confine apparatus, the storage of materials, and the operations of workers to limits indicated by law, ordinances, permits or directions of Architect; and not interfere with the Work or unreasonably encumber premises or overload any structure with materials; and enforce all instructions of District and Architect regarding signs, advertising, fires, and smoking and require that all workers comply with all regulations while on the Project site.

Take care to prevent disturbing or covering any survey markers, monuments, or other devices marking property boundaries or corners. If such markers are disturbed by accident, they shall be replaced by an approved land surveyor or civil engineer and all maps and records required therefrom shall be filed with county and local authorities, at no cost to the District. All filing and plan check fees shall be paid by Contractor.

Provide District on request with Contractor’s written safety program and safety plan for each site.

Shoring and Structural Loading.

The Contractor shall not impose structural loading upon any part of the Work under construction or upon existing construction on or adjacent to the Site in excess of safe limits, or loading such as to result in damage to the structural, architectural, mechanical, electrical, or other components of the Work. The design of all temporary construction equipment and appliances used in construction of the Work and not a permanent part thereof, including, without limitation, hoisting equipment, cribbing, shoring, and temporary bracing of structural steel, is the sole responsibility of the Contractor. All such items shall conform with the requirements of governing codes and all laws, ordinances, rules, regulations, and orders of all authorities having jurisdiction. The Contractor shall take special precautions, such as shoring of masonry walls and temporary tie bracing of structural steel work, to prevent possible wind damage during construction of the Work. The installation of such bracing or shoring shall not damage the Work in place or the Work installed by others. Any damage which does occur shall be promptly repaired by the Contractor at no cost to the District.

Conformance Within Established Limits.

The Contractor and Subcontractors shall confine their construction equipment, the storage of materials, and the operations of workers to the limits indicated by laws, ordinances, permits, and the limits established by the District or the Contractor, and shall not unreasonably encumber the premises with construction equipment or materials.
Subcontractor Enforcement of Rules.

Subcontractors shall enforce the District’s and the Contractor’s instructions, laws, and regulations regarding signs, advertisements, fires, smoking, the presence of liquor, and the presence of firearms by any person at the Site.

Site Access.

The Contractor and the Subcontractors shall use only those ingress and egress routes designated by the District, observe the boundaries of the Site designated by the District, park only in those areas designated by the District, which areas may be on or off the Site, and comply with any parking control program established by the District, such as furnishing license plate information and placing identifying stickers on vehicles.

10.3 EMERGENCIES

Emergency Action.

In an emergency affecting the safety of persons or property, the Contractor shall take any action necessary, at the Contractor’s discretion, to prevent threatened damage, injury, or loss. Additional compensation or extension of time claimed by the Contractor on account of an emergency shall be determined as provided in Article 7.

Accident Reports.

The Contractor shall promptly report in writing to the District all accidents arising out of or in connection with the Work, which caused death, personal injury, or property damage, giving full details and statements of any witnesses in conformance with Article 10.1.4. In addition, if death, serious personal injuries, or serious property damages are caused, the accident shall be reported in accordance with Paragraph 10.1.4, immediately by telephone or messenger to the District.

10.4 HAZARDOUS MATERIALS

Discovery of Hazardous Materials.

In the event the Contractor encounters or suspects the presence on the job site of material reasonably believed to be asbestos, polychlorinated biphenyl (PCB), or any other material defined as being hazardous by § 25249.5 of the California Health and Safety Code, which has not been rendered harmless or previously identified, the Contractor shall immediately stop Work in the area affected and report the condition to the District and the Architect in writing, whether or not such material was generated by the Contractor or the District. The Work in the affected area shall not thereafter be resumed, except by written agreement of the District and the Contractor, if in fact the material is asbestos, polychlorinated biphenyl (PCB), or other hazardous material, and has not been rendered harmless. The Work in the affected area shall be resumed only in the absence of asbestos, polychlorinated biphenyl (PCB), or other hazardous material, or when it has been rendered harmless by written agreement of the District and the Contractor.
If hazardous materials are encountered, they shall be handled in accordance with applicable local, state and federal regulation which may include: (1) CCR Title 8, Division 4, Chapter 4, Sections 5163 through 5167 and 5192 (Hazardous Waste Operations and Emergency Response); (2) CCR Title 22, Division 4.5, Chapters 10 through 13 and 18 (Environmental Health Standards for Management of Hazardous Waste); and (3) CCR Title 23, Division 3, Chapter 15 (Discharges of Hazardous Waste to Land).

Should the discovery of contaminants cause delay to Contractor’s operation, extension of Contract Time will be granted by District in accordance with these General Conditions. Contractor may not be entitled to damages or additional payment due to such delays. District may, if it believes appropriate in its sole discretion, grant an extension of Contract Time.

The Contractor shall take all measures to avoid and/or mitigate delays due to Hazardous Materials/Waste finds such as; avoiding the area of the find and proceeding with other work on the project; developing “work around” plans; and documenting his best efforts to avoid and/or mitigate delays.

Hazardous Material Work Limitations.

In the event that the presence of hazardous materials is suspected or discovered on the Site (except in cases where asbestos and other hazardous material work in the Contractor’s responsibility), the District shall retain an independent testing laboratory to determine the nature of the material encountered and whether corrective measures or remedial action is required. The Contractor shall not be required pursuant to Article 7 to perform without consent any Work in the affected area of the Site relating to asbestos, polychlorinated biphenyl (PCB), or other hazardous material, until any known or suspected hazardous material has been removed, or rendered harmless, or determined to be harmless by District, as certified by an independent testing laboratory and approved by the appropriate government agency.

Indemnification by Contractor for Hazardous Material Caused by Contractor.

In the event the hazardous materials on the Project Site is caused by the Contractor, the Contractor shall pay for all costs of testing and remediation, if any, and shall compensate the District for any additional costs incurred as a result of Contractor’s generation of hazardous material on the Project Site. In addition, the Contractor shall defend, indemnify and hold harmless District and its agents, officers, and employees from and against any and all claims, damages, losses, costs and expenses incurred in connection with, arising out of, or relating to, the presence of hazardous material on the Project Site.

Terms of Hazardous Material Provision.

The terms of this Hazardous Material provision shall survive the completion of the Work and/or any termination of this Contract.
ARTICLE 11
INSURANCE AND BONDS

11.1 CONTRACTOR’S LIABILITY INSURANCE

11.1.1 Insurance Requirements

Before the commencement of the Work, the Contractor shall purchase from and maintain in a company or companies lawfully authorized to do business in California with a financial rating of at least an A-VIII status as rated in the most recent edition of Best’s Insurance Reports or as amended by the Supplementary General Conditions, such insurance as will protect the District from claims set forth below, which may arise out of or result from the Contractor’s Work under the Contract and for which the Contractor may be legally liable, whether such Work are by the Contractor, by a Subcontractor, by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable. Any required insurance shall not contain any exclusion that applies to the type of work performed by the Contractor under the Contract Documents.

a. Claims for damages because of bodily injury, sickness, disease, or death of any person District would require indemnification and coverage for employee claim;

b. Claims for damages insured by usual personal injury liability coverage, which are sustained by a person as a result of an offense directly or indirectly related to employment of such person by the Contractor or by another person;

c. Claims for damages because of injury or destruction of tangible property, including loss of use resulting therefrom, arising from operations under the Contract Documents;

d. Claims for damages because of bodily injury, death of a person, or property damage arising out of the ownership, maintenance, or use of a motor vehicle, all mobile equipment, and vehicles moving under their own power and engaged in the Work;

e. Claims involving contractual liability applicable to the Contractor’s obligations under the Contract Documents, including liability assumed by and the indemnity and defense obligations of the Contractor and the Subcontractors; and

f. Claims involving Completed Operations, Independent Contractors’ coverage, and Broad Form property damage, without any exclusions for collapse, explosion, demolition, underground coverage, and excavating. (XCU)

g. Claims involving sudden or accidental discharge of contaminants or pollutants.

11.1.2 Specific Insurance Requirements

Contractor shall take out and maintain:
1. Comprehensive General Liability Insurance with a combined single limit per occurrence of not less than $5,000,000.00 or Commercial General Liability Insurance which provides limits of not less than:

(a) Per occurrence (combined single limit) $5,000,000.00
(b) Project Specific Aggregate (for this Project only) $10,000,000.00
(c) Products and Completed Operations (aggregate) $5,000,000.00
(d) Personal and Advertising Injury Limit $1,000,000.00

2. Insurance Covering Special Hazards

The following Special hazards shall be covered by riders or riders to above mentioned public liability insurance or property damage insurance policy or policies of insurance, in amounts as follows:

(a) Automotive and truck where operated in amounts $1,000,000.00
(b) Material Hoist where used in amounts $1,000,000.00
(c) Explosion, Collapse and Underground (XCU coverage) $1,000,000.00
(d) Hazardous Materials $1,000,000.00

3. In addition, provide Excess Liability Insurance coverage in the amount of Four Million Dollars ($4,000,000.00).

11.1.3 Subcontractor Insurance Requirements

The Contractor shall require its Subcontractors, whether primary or secondary to take out and maintain public liability insurance and property damage insurance required under Paragraph 11.1.1. A “claims made” or modified “occurrence” policy shall not satisfy the requirements of Paragraph 11.1.1 without prior written approval of the District.

Contractor shall require all Subcontractors, if any, whether primary or secondary, to take out and maintain:

(a) Per occurrence (combined single limit) $5,000,000.00
(b) Project Specific Aggregate (for this Project only) $2,000,000.00
(c) Products and Completed Operations (aggregate) $1,000,000.00
(d) Personal and Advertising Injury Limit $1,000,000.00

Insurance Covering Special Hazards
The following Special hazards shall be covered by riders or riders to above mentioned public liability insurance or property damage insurance policy or policies of insurance, in amounts as follows:

(a) Automotive and truck where operated in amounts $1,000,000.00
(b) Material Hoist where used in amounts $1,000,000.00
(c) Explosion, Collapse and Underground (XCU coverage) $1,000,000.00
(d) Hazardous Materials $1,000,000.00

11.1.4 Additional Insured Endorsement Requirements

The Contractor shall name, on any policy of insurance required under Paragraph 11.1, the District, CM, Architect, Inspector, the State of California, their officers, employees, agents, volunteers and independent contractors as additional insureds. Subcontractors shall name the Contractor, the District, Architect, Inspector, the State of California, their officers, employees, agents, volunteers and independent contractors as additional insureds. The Additional Insured Endorsement included on all such insurance policies shall be an ISO CG 20 10 (04/13), or an ISO CG 20 38 (04/13), or their equivalent as determined by the District in its sole discretion, and must state that coverage is afforded the additional insured with respect to claims arising out of operations performed by or on behalf of the insured. If the additional insureds have other insurance which is applicable to the loss, such other insurance shall be on an excess or contingent basis. The insurance provided by the Contractor pursuant to Paragraph 11.1 must be designated in the policy as primary to any insurance obtained by the District. The amount of the insurer’s liability shall not be reduced by the existence of such other insurance.

11.2 WORKERS’ COMPENSATION INSURANCE

During the term of this Contract, the Contractor shall provide workers’ compensation and employer’s liability insurance for all of the Contractor’s employees engaged in Work under this Contract on or at the Site of the Project and, in case any of the Contractor’s Work is subcontracted, the Contractor shall require the Subcontractor to provide workers’ compensation insurance for all the Subcontractor’s employees engaged in Work under the subcontract. Any class of employee or employees not covered by a Subcontractor’s insurance shall be covered by the Contractor’s insurance. In case any class of employees engaged in Work under this Contract on or at the Site of the Project is not protected under the Workers’ Compensation laws, the Contractor shall provide or cause a Subcontractor to provide insurance coverage for the protection of those employees not otherwise protected. The Contractor shall file with the District certificates of insurance as required under Paragraph 11.6 and in compliance with Labor Code § 3700.

Workers’ compensation limits as required by the Labor Code, but not less than $1,000,000 and employers’ liability limits of $1,000,000 per accident for bodily injury or disease.

11.3 BUILDER’S RISK/ “ALL RISK” INSURANCE
11.3.1 Course-of-Construction Insurance Requirements

The Contractor, during the progress of the Work and until final acceptance of the Work by District upon completion of the entire Contract, shall maintain Builder’s Risk, Course of Construction or similar first party property coverage issued on a replacement cost value basis consistent with the total replacement cost of all insurable Work and the Project included within the Contract Documents. Coverage is to insure against all risks of accidental direct physical loss, and must include, by the basic grant of coverage or by endorsement, the perils of vandalism, malicious mischief (both without any limitation regarding vacancy or occupancy), fire, sprinkler leakage, civil authority, sonic boom, earthquake, flood, collapse, wind, lightning, smoke and riot. The coverage must include debris removal, demolition, increased costs due to enforcement of building ordinance and law in the repair and replacement of damage and undamaged portions of the property, and reasonable costs for the Architect’s and engineering services and expenses required as a result of any insured loss upon the Work and Project which is the subject of the Contract Documents, including completed Work and Work in progress, to the full insurable value thereof. Such insurance shall include the District and the Architect as additional named insureds, and any other person with an insurable interest as designated by the District.

The Contractor shall submit to the District for its approval all items deemed to be uninsurable. The risk of the damage to the Work due to the perils covered by the “Builder’s Risk/All Risk” Insurance, as well as any other hazard which might result in damage to the Work, is that of the Contractor and the Surety, and no Claims for such loss or damage shall be recognized by the District nor will such loss or damage excuse the complete and satisfactory performance of the Contract by the Contractor.

11.4 FIRE INSURANCE

Before the commencement of the Work, the Contractor shall procure, maintain, and cause to be maintained at the Contractor’s expense, fire insurance on all Work subject to loss or damage by fire. The amount of fire insurance shall be sufficient to protect the Project against loss or damage in full until the Work is accepted by the District. This requirement may be waived upon confirmation by the District that such coverage is provided under the Builder’s Risk Insurance being provided.

11.5 AUTOMOBILE LIABILITY

11.5.1 The District, Architect and Construction Manager, Inspectors, their directors, officers, employees, agents and volunteers shall be covered as additional insureds with respect to the ownership, operation, maintenance, use, loading or unloading of any auto owned, leased, hired or borrowed by the Contractor or for which the Contractor is responsible. Such insurance coverage shall be primary and non-contributory insurance as respects the District, Architect, Construction Manager, Project Inspector, their directors, officers, employees, agents and volunteers, or if excess, shall stand in an unbroken chain of coverage excess of the Contractor’s scheduled underlying coverage. Any insurance or self-insurance maintained by the District, Architect, Construction Manager, Project Inspector, their directors, officers, employees, agents and
volunteers shall be excess of the Contractor’s insurance and shall not be called upon to contribute with it. The insurer shall agree to waive all rights of subrogation against the District, Architect, Construction Manager, Project Inspector, their directors, officers, employees, agents and volunteers for losses paid under the terms of the insurance policy that arise from Work performed by the Contractor.

11.5.2 Insurance Services Office Business Auto Coverage Form Number CA 0001, Code 1 (any auto) is required. Comprehensive Automobile Liability insurance to include all autos, owned, non-owned, and hired, with limits of $1,000,000 per accident for bodily injury and property damage.

11.6 OTHER INSURANCE

The Contractor shall provide all other insurance required to be maintained under applicable laws, ordinances, rules, and regulations.

11.7 PROOF OF INSURANCE

The Contractor shall not commence Work nor shall it allow any Subcontractor to commence Work under this Contract until all required insurance and certificates have been obtained and delivered in duplicate to the District for approval subject to the following requirements:

a. Certificates and insurance policies shall include the following clause:

“This policy and any coverage shall not be suspended, voided, non-renewed, canceled, or reduced in required limits of liability or amounts of insurance or coverage until notice has been mailed via certified mail to the District. Date of cancellation or reduction may not be less than thirty (30) days after the date of mailing notice.”

b. Certificates of insurance shall state in particular those insured, the extent of insurance, location and operation to which the insurance applies, the expiration date, and cancellation and reduction notices.

c. Certificates of insurance shall clearly state that the District and the Architect are named as additional insureds under the policy described and that such insurance policy shall be primary to any insurance or self-insurance maintained by District.

d. The Contractor and its Subcontractors shall produce a certified copy of any insurance policy required under this Section upon written request of the District.

11.8 COMPLIANCE

In the event of the failure of Contractor to furnish and maintain any insurance required by this Article 11, the Contractor shall be in default under the Contract. Compliance by Contractor with the requirement to carry insurance and furnish certificates or policies evidencing the same shall not relieve the Contractor from liability assumed under any provision of the Contract Documents, including, without limitation, the obligation to defend and indemnify the District and the Architect.
11.9 WAIVER OF SUBROGATION

Contractor waives (to the extent permitted by law) any right to recover against the District for damages to the Work, any part thereof, or any and all claims arising by reason of any of the foregoing, but only to the extent that such damages and/or claims are covered by property insurance and only to the extent of such coverage (which shall exclude deductible amounts) by insurance actually carried by the District.

The provisions of this Article are intended to restrict each party to recovery against insurance carriers only to the extent of such coverage and waive fully and for the benefit of each, any rights and/or claims which might give rise to a right of subrogation in any insurance carrier. The District and the Contractor shall each obtain in all policies of insurance carried by either of them, a waiver by the insurance companies thereunder of all rights of recovery by way of subrogation for any damages or claims covered by the insurance.

11.10 PERFORMANCE AND PAYMENT BONDS

11.10.1 Bond Requirements

Unless otherwise specified in the Supplemental Conditions, prior to commencing any portion of the Work, the Contractor shall furnish separate Payment and Performance Bonds for its portion of the Work which shall cover 100% faithful performance of and payment of all obligations arising under the Contract Documents and/or guaranteeing the payment in full of all claims for labor performed and materials supplied for the Work. All bonds shall be provided by a corporate Surety authorized and admitted to transact business in California as sureties.

To the extent, if any, that the Contract Price is increased in accordance with the Contract Documents, the Contractor shall, upon request of the District, cause the amount of the bonds to be increased accordingly and shall promptly deliver satisfactory evidence of such increase to the District. To the extent available, the bonds shall further provide that no change or alteration of the Contract Documents (including, without limitation, an increase in the Contract Price, as referred to above), extensions of time, or modifications of the time, terms, or conditions of payment to the Contractor will release the Surety. If the Contractor fails to furnish the required bonds, the District may terminate the Contract for cause.

11.10.2 Surety Qualification

Only bonds executed by admitted Surety insurers as defined in Code of Civil Procedure § 995.120 shall be accepted. Surety must be a California-admitted Surety and listed by the U.S. Treasury with a bonding capacity in excess of the Project cost.

11.10.3 Alternate Surety Qualifications

If a California-admitted Surety insurer issuing bonds does not meet these requirements, the insurer will be considered qualified if it is in conformance with § 995.660 of the California Code of Civil Procedure and proof of such is provided to the District.
ARTICLE 12
UNCOVERING AND CORRECTION OF WORK

12.1 UNCOVERING OF WORK

12.1.1 Uncovering Work for Required Inspections.

If a portion of the Work is covered without Inspector or Architect approval or not in compliance with the Contract Documents, it must, if required in writing by the Inspector or the Architect, be uncovered for the Inspector’s or the Architect’s observation and be replaced at the Contractor’s expense without change in the Contract Sum or Time.

12.1.2 Costs for Inspections not Required.

If a portion of the Work has been covered which the Inspector or the Architect has not specifically requested to observe prior to its being covered, the Inspector or the Architect may request to see such Work, and it shall be uncovered by the Contractor. If such Work is in accordance with the Contract Documents, costs of uncover and replacement shall, by appropriate Change Order, be charged to the District. If such Work is not in accordance with Contract Documents, the Contractor shall pay such costs unless the condition was caused by the District or a separate contractor, in which event the District shall be responsible for payment of such costs to the Contractor.

12.2 CORRECTION OF WORK

12.2.1 Correction of Rejected Work.

The Contractor shall promptly correct the Work rejected by the Inspector or the District upon recommendation of the Architect as failing to conform to the requirements of the Contract Documents, whether observed before or after Completion and whether or not fabricated, installed, or completed. The Contractor shall bear costs of correcting the rejected Work, including additional testing, inspections, and compensation for the Inspector’s or the Architect’s services and expenses made necessary thereby.

12.2.2 One-Year Warranty or Guaranty Corrections.

If, within one (1) years after the date of Completion of the Work or a designated portion thereof, or after the date for commencement of warranties and guaranties established under this Contract, or by the terms of an applicable special warranty or guaranty required by the Contract Documents, any of the Work is found to be not in accordance with the requirements of the Contract Documents, the Contractor shall correct it promptly after receipt of written notice from the District to do so unless the District has previously given the
Contractor a written acceptance of such condition. This period of one (1) years shall be extended with respect to portions of the Work first performed after Completion by the period of time between Completion and the actual performance of the Work. This obligation under this Paragraph 12.2.2 shall survive acceptance of the Work under the Contract and termination of the Contract. The District shall give such notice promptly after discovery of the condition.

12.2.3 District’s Rights if Contractor Fails to Correct.

If the Contractor fails to correct nonconforming Work within a reasonable time, the District may correct it, pursuant to Specification Section 01290.

ARTICLE 13
MISCELLANEOUS PROVISIONS

13.1 GOVERNING LAW

The Contract shall be governed by the law of the place where the Project is located.

13.2 SUCCESSORS AND ASSIGNS

The District and the Contractor respectively bind themselves, their partners, successors, assigns, and legal representatives to the other party hereto and to partners, successors, assigns, and legal representatives of such other party in respect to covenants, agreements, and obligations contained in the Contract Documents. Neither party to the Contract shall assign the Contract as a whole without written consent of the other. If either party attempts to make such an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

13.3 WRITTEN NOTICE

In the absence of specific notice requirements in the Contract Documents, written notice shall be deemed to have been duly served if delivered in person to the individual, member of the firm or entity, or to an officer of the corporation for which it was intended, or if delivered at or sent by registered or certified mail to the last business address known to the party giving notice.

13.4 RIGHTS AND REMEDIES

3.4.1 Duties and Obligations Cumulative.

Duties and obligations imposed by the Contract Documents and rights and remedies available thereunder shall be in addition to and not a limitation of duties, obligations, rights, and remedies otherwise imposed or available by law.

3.4.2 No Waiver.
No action or failure to act by the Inspector, the District, or the Architect shall constitute a waiver of a right or duty afforded them under the Contract Documents, nor shall such action or failure to act constitute approval of or acquiescence in a breach thereunder, except as may be specifically agreed in writing.

13.5 TESTS AND INSPECTIONS

13.5.1 Compliance.
Tests, inspections, and approvals of portions of the Work required by the Contract Documents will comply with Title 24, and with all other laws, ordinances, rules, regulations, or orders of public authorities having jurisdiction.

13.5.2 Independent Testing Laboratory. (ADDENDUM #3)
The District will select and pay an independent testing laboratory to conduct all tests and inspections required by regulatory agencies. Selection of materials required to be tested shall be made by the laboratory, and not by the Contractor. All costs for all other tests shall be included in the Bid Price and shall be paid for by the Contractor. The Contractor will be responsible to reimburse the District for the cost differential (e.g., travel expenses, subsistence expenses, higher hourly rates, premium time for overtime hours or outside of normal work day hours, swing shifts), if any, for inspection and testing services required by regulatory agencies incurred outside of a hundred (100) mile radius from the Project Site, or if the Contractor requests inspection and testing services outside normal work day hours (eight hours/day) Monday through Fridays, which are typically between 7:00 am and 3:30 pm. The District will provide the Contractor with the invoice and deduct the cost differential from the next Progress Payment.

13.5.3 Advance Notice to Inspector.
The Contractor shall notify the Inspector a sufficient time in advance of its readiness for required observation or inspection so that the Inspector may arrange for same. The Contractor shall notify the Inspector a sufficient time in advance of the manufacture of material to be supplied under the Contract Documents which must, by terms of the Contract Documents, be tested in order that the Inspector may arrange for the testing of the material at the source of supply.

13.5.4 Testing Off-Site.
Any material shipped by the Contractor from the source of supply, prior to having satisfactorily passed such testing and inspection or prior to the receipt of notice from said
Inspector that such testing and inspection will not be required, shall not be incorporated in the Work.

13.5.5 Additional Testing or Inspection.

If the Inspector, the Architect, the District, or public authority having jurisdiction determines that portions of the Work require additional testing, inspection, or approval not included under Paragraph 13.5.1, the Inspector will, upon written authorization from the District, make arrangements for such additional testing, inspection, or approval. The District shall bear such costs except as provided in Paragraph 13.5.7.

13.5.6 Costs for Retesting.

If such procedures for testing, inspection, or approval under Paragraphs 13.5.1 and 13.5.2 reveal failure of the portions of the Work to comply with requirements established by the Contract Documents, the Contractor shall bear all costs arising from such failure, including those of re-testing, re-inspection, or re-approval, including, but not limited to, compensation for the Architect’s services and expenses. Any such costs shall be paid by the District, invoiced to the Contractor, and deducted from the next Progress Payment.

13.5.7 Costs for Premature Test.

In the event the Contractor requests any test or inspection for the Project and is not completely ready for the inspection, the Contractor shall be invoiced by the District for all costs and expenses resulting from that testing or inspection, including, but not limited to, the Inspector’s and Architect’s fees and expenses, and the amount of the invoice shall be deducted from the next Progress Payment.

13.6 TRENCH EXCAVATION

13.6.1 Trenches Greater Than Five Feet.

Pursuant to Labor Code § 6705, if the Contract Price exceeds $25,000 and involves the excavation of any trench or trenches five (5) feet or more in depth, the Contractor shall, in advance of excavation, submit to the District or a registered civil or structural engineer employed by the District or Architect, a detailed plan showing the design of shoring for protection from the hazard of caving ground during the excavation of such trench or trenches.

13.6.2 Excavation Safety.

If such plan varies from the Shoring System Standards established by the Construction Safety Orders, the plan shall be prepared by a registered civil or structural engineer, but in no case shall such plan be less effective than that required by the Construction Safety Orders. No excavation of such trench or trenches shall be commenced until said plan has been accepted in writing by the District or by the person to whom authority to accept has been delegated by the District.
13.6.3 No Tort Liability of District.

Pursuant to Labor Code § 6705, nothing in this Article shall impose tort liability upon the District or any of its employees.

13.6.4 No Excavation Without Permits.

The Contractor shall not commence any excavation Work until it has secured all necessary permits including the required CAL OSHA excavation/shoring permit. Any permits shall be prominently displayed on the Site prior to the commencement of any excavation.

13.7 WAGE RATES, TRAVEL, AND SUBSISTENCE

13.7.1 Wage Rates.

Pursuant to the provisions of Article 2 (commencing at § 1720), Chapter 1, Part 7, Division 2, of the Labor Code, the District has obtained the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work in the locality in which this public works project is to be performed for each craft, classification, or type of worker needed for this Project from the Director of the Department of Industrial Relations (“Director”). These rates are on file at the administrative office of the DISTRICT and are also available from the Director of the Department of Industrial Relations. Copies will be made available to any interested party on request. The Contractor shall post a copy of such wage rates at appropriate, conspicuous, weatherproof points at the Site.

Any worker employed to perform work on the Project, but such work is not covered by any classification listed in the published general prevailing wage rate determinations or per diem wages determined by the Director of the Department of Industrial Relations, shall be paid not less than the minimum rate of wages specified therein for the classification which most nearly corresponds to the employment of such person in such classification.

13.7.2 Holiday and Overtime Pay.

Holiday and overtime work, when permitted by law, shall be paid for at the rate set forth in the prevailing wage rate determinations issued by the Director of the Department of Industrial Relations or at least one and one-half (1½) times the specified basic rate of per diem wages, plus employer payments, unless otherwise specified in the contract documents or authorized by law.

13.7.3 Wage Rates Not Affected by Subcontracts.

The Contractor shall pay and shall cause to be paid each worker engaged in the execution of the Work on the Project not less than the general prevailing rate of per diem wages determined by the Director, regardless of any contractual relationship which may be alleged to exist between the Contractor or any Subcontractor and such workers.
13.7.4 Per Diem Wages.

The Contractor shall pay and shall cause to be paid to each worker needed to execute the Work on the Project per diem wages including, but not limited to, employer payments for health and welfare, pensions, vacation, travel time and subsistence pay as provided for in Labor Code §1773.1.

13.7.5 Forfeiture and Payments.

Pursuant to Labor Code §1775 and the District’s Labor Compliance Program, the Contractor shall forfeit to the District, not more than Fifty Dollars ($50.00) for each calendar day, or portion thereof, for each worker paid less than the prevailing wages rates as determined by the Director of the Department of Industrial Relations, for the work or craft in which the worker is employed for any Work done under the Agreement by the Contractor or by any Subcontractor under it. The amount of the penalty shall be determined by the Labor Commissioner and shall be based on consideration of: (1) whether the Contractor or Subcontractor’s failure to pay the correct rate of per diem wages was a good faith mistake and, if so, the error was promptly and voluntarily correct upon being brought to the attention of the Contractor or Subcontractor; and (2) whether the Contractor or Subcontractor has a prior record of failing to meet its prevailing wage obligations. Further details regarding the enforcement of paying prevailing wage rates, reporting violations, withholding contract payments, forfeitures and hearing to review withholding of contract payments are set forth in the District’s Labor Compliance Program.

13.8 NOT USED

13.9 APPRENTICES

13.9.1 Apprentice Wages and Definitions.

All apprentices employed by the Contractor to perform services under the Contract shall be paid the standard wage paid to apprentices under the regulations of the craft or trade for which he or she is employed, and as determined by the Director of the Department of Industrial Relations, and shall be employed only at the craft or trade to which he or she is registered. Only apprentices, as defined in §3077 of the Labor Code, who are in training under apprenticeship standards that have been approved by the Chief of the Division of Apprenticeship Standards and who are parties to written apprenticeship agreements under Chapter 4 (commencing with §3070) of Division 3, are eligible to be employed under this Contract. The employment and training of each apprentice shall be in accordance with the apprenticeship standards and apprentice agreements under which he or she is training, or in accordance with the rules and regulations of the California Apprenticeship Council.

13.9.2 Employment of Apprentices.
Contractor agrees to comply with the requirements of Labor Code §1777.5. The Contractor awarded the Project, or any Subcontractor under him or her, when performing any of the Work under the Contract or subcontract, employs workers in any apprenticeable craft or trade, the Contractor and Subcontractor shall employ apprentices in the ratio set forth in Labor Code §1777.5. The Contractor or any Subcontractor must apply to any apprenticeship program in the craft or trade that can provide apprentices to the Project site for a certificate approving the contractor or subcontractor under the apprenticeship standards for the employment and training of apprentices in the area or industry affected. However, the decision of the apprenticeship program to approve or deny a certificate shall be subject to review by the Administrator of Apprenticeship. The apprenticeship program or programs, upon approving the Contractor or Subcontractor, shall arrange for the dispatch of apprentices to the Contractor or Subcontractor upon the Contractor’s or Subcontractor’s request. “Apprenticeable craft or trade” as used in this Article means a craft or trade determined as an apprenticeable occupation in accordance with the rules and regulations prescribed by the California Apprenticeship Council. The ratio of work performed by apprentices to journeyman employed in a particular craft or trade on the Project shall be in accordance with Labor Code §1777.5.

13.9.3 Submission of Contract Information.

Prior to commencing work on the Project, the Contractor and Subcontractors shall submit contract award information to the applicable apprenticeship program(s) that can supply apprentices to the Project and make the request for the dispatch of apprentices in accordance with the Labor Code. The information submitted shall include an estimate of journeyman hours to be performed under the Contact, the number of apprentices proposed to be employed, and the approximate dates the apprentices would be employed. A copy of this information shall also be submitted to the District. Within 60 days after concluding work on the Project, the Contractor and Subcontractors shall submit to the District, if requested, and to the apprenticeship program a verified statement of the journeyman and apprentice hours performed on the Project.

13.9.4 Apprentice Fund.

The Contractor or any Subcontractor under him or her, who, in performing any of the Work under the Contract, employs journeymen or apprentices in any apprenticeable craft or trade shall contribute to the California Apprenticeship Council the same amount that the Director determines is the prevailing amount of apprenticeship training contributions in the area of the Project. The Contractor and Subcontractors may take as a credit for payments to the California Apprenticeship Council any amounts paid by the Contractor or Subcontractor to an approved apprenticeship program that can supply apprentices to the Project. The Contractor and Subcontractors may add the amount of the contributions in computing his or her bid for the Contract.

13.9.5 Prime Contractor Compliance.

The responsibility of compliance with Article 13 and §1777.5 of the Labor Code for all apprenticeable occupations is with the Prime Contractor. Any Contractor or Subcontractor that
knowingly violates the provisions of this Article or Labor Code §1777.5 shall be subject to the penalties set forth in Labor Code §1777.7 and the District’s Labor Compliance Program.

13.10 ASSIGNMENT OF ANTITRUST CLAIMS

13.10.1 Application.

Pursuant to Government Code § 4551, in entering into a public works contract or a subcontract to supply goods, services, or materials pursuant to a public works contract, the Contractor or Subcontractor offers and agrees to assign to the District all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act, (15 U.S.C. § 15) or under the Cartwright Act (Chapter 2 [commencing with § 16700] of Part 2 of Division 7 of the Business and Professions Code), arising from the purchase of goods, services, or materials pursuant to the public works contract or the subcontract. This assignment shall be made and become effective at the time the awarding body tenders final payment to the Contractor, without further acknowledgment by the parties. If the District receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under Chapter 11 (commencing with § 4550) of Division 5 of Title 1 of the Government Code, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the District any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the District as part of the bid price, less the expenses incurred in obtaining that portion of the recovery.

13.10.2 Assignment of Claim.

Upon demand in writing by the assignor, the District shall, within one (1) year from such demand, reassign the cause of action assigned pursuant to this Article if the assignor has been or may have been injured by the violation of law for which the cause of action arose and the District has not been injured thereby or the District declines to file a court action for the cause of action.

13.11 STATE AUDIT

Pursuant to and in accordance with the provisions of Government Code § 10532, or any amendments thereto, all books, records, and files of the District, the Contractor, or any Subcontractor connected with the performance of this Contract involving the expenditure of state funds in excess of Ten Thousand Dollars ($10,000.00), including, but not limited to, the administration thereof, shall be subject to the examination and audit of the Office of the Auditor General of the State of California for a period of three (3) years after final payment is made under this Contract. Contractor shall preserve and cause to be preserved such books, records, and files for the audit period.

13.12 STORM WATER POLLUTION PREVENTION PLAN

13.12.1 Application
This Section, and including other Contract Specifications related to Storm Water Pollution Prevention, addresses the preparation, implementation and monitoring of a Storm Water Pollution Prevention Plan (SWPPP) for the purpose of preventing the discharge of pollutants from the construction site. This includes the elimination of pollution discharges such as improper dumping, spills or leakage from storage tanks or transfer areas. When required or specified, the District will not issue a Notice to Proceed until Contractor has prepared and obtained approval of SWPPP from the District and the State Water Resources Control Board. The Contractor shall also secure a certification that the construction project has met all of the conditions of the State Construction General Permit (Order No. 2009-0009-DWQ) and comply with all applicable local, state and federal regulations governing storm water pollution prevention. See Section 01572, Storm Water Pollution Prevention Plan-Sites that Disturbs One or More Acres for additional requirements for District projects over one or more acres. See below for projects under one acre

13.12.2 References and Materials

- “Erosion and Sediment Control Field Manual” California Regional Water Quality Control Board (RWQCB)—San Francisco Bay Region.

Use materials of a class, grade and type needed to meet the performance described in the Field Manual and/or the BMP Handbook.

13.12.3 Preparation and Approval

The Contractor shall prepare the Storm Water Pollution Prevention Plan (SWPPP), when required or specified, to comply with storm water pollution regulations for project sites with storm water discharges associated with construction activity such as clearing or demolition, grading, excavation and other land disturbances. The SWPPP shall apply to all areas that are directly related to construction activity, including but not limited to staging areas, storage yards, material borrow areas, and access roads.

13.12.3.1 For project sites, new or existing, with land disturbance of 1 or more acres (or less than 1 acres if part of a common plan of development), the Contractor shall prepare and submit to the District the SWPPP for review and approval. Submittal shall be made by fulfilling all data and attachment requirements required by the California Storm Water Multiple Application and Report Tracking System – SMARTS web-based program.

13.12.3.2 Data required by the SMARTS program shall be entered into the SMARTS program and submitted in time for the District to file a Notice of Intent at least two weeks prior to the commencement of construction activities. Failure by the Contractor to fully schedule and comply with these requirements shall not entitle a claim for delay.
13.12.3.3 Where land disturbance is less than 1 acres, a SWPPP is not required. However, BMPs indicated in the BMP Handbook needed to prevent or minimize storm water pollution shall be submitted to the District and implemented at no extra cost to the District.

13.12.3.4 Within twenty days after Award of Contract by the District, the Contractor shall submit to the District one copy of the SWPPP for review. After the District’s approval, the Contractor shall provide approved copies of the SWPPP as follows: one copy each to the District’s Construction Inspector, District’s Construction Manager, District Architect, and District’s Civil Engineer.

13.12.4 Implementation

The Contractor shall implement the Storm Water Pollution Prevention Plan by doing the following:

(a) Install perimeter controls prior to starting other construction work at the site.

(b) Contain on-site storm water at the jobsite. Do not drain on-site water directly into the storm drain.

(c) Provide SWPPP and BMP implementation training for those responsible for implementing the SWPPP.

(d) Designate trained personnel for the proper implementation of the SWPPP.

(e) Revise the SWPPP to suit changing site conditions and instances when properly installed systems are ineffective.

(f) Maintain data required by the state permit and SMARTS program to ensure that all data is up to date, and that any change in conditions or personnel responsible for the SWPPP is current and compliant.

(g) At the end of Construction Contract.

   i. Leave in place storm water pollution prevention controls needed for post-construction storm water management and remove those that are not needed as determined by the District. Thereafter, left-in-place controls will be maintained by the District.

   ii. Provide Site Monitoring Reports, SWPPP revisions, Compliance Certifications and related documents to the District. Post-construction storm water operation and management plan as mentioned in the compliance certifications are considered to be in place at the end of the Construction Contract.
iii. Provide and upload all required data and documents required in the SMARTS web-based program to receive an approved Notice of Termination from the State.

13.12.5 Monitoring

The Contractor shall comply with all requirements of the State Construction General Permit (Order No. 2009-0009-DWQ). The Contractor shall conduct examination of storm water pollution prevention controls monthly, as well as before and after each storm event and once each 24-hour period during extended storm events to identify BMP effectiveness and implement repairs or BMP changes as soon as feasible. All maintenance related to a storm event should be completed within 48 hours of the storm event. The Contractor shall also prepare and maintain, at the jobsite, a log of each inspection using Site Monitoring Report forms.

13.12.6 Liabilities and Penalties

(a) Review of the SWPPP and inspection logs by the District shall not relieve the Contractor from liabilities arising from non-compliance with storm water pollution regulations.

(b) Payment of penalties for non-compliance by the Contractor shall be the sole responsibility of the Contractor and will not be reimbursed by the District.

(c) Compliance with the Clean Water Act and storm water pollution regulations pertaining to construction activity is the sole responsibility of the Contractor. For any fine(s) levied against the District due to non-compliance by the Contractor, the District will deduct from the final payment due the Contractor the total amount of the fine(s) levied on the District, plus legal and associated costs.

ARTICLE 14
TERMINATION OR SUSPENSION
OF THE CONTRACT

14.1 TERMINATION BY THE CONTRACTOR FOR CAUSE

14.1.1 Grounds for Termination.

The Contractor may terminate the Contract if the Work is stopped for a period of thirty (30) consecutive days through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, their agents or employees, or any other persons performing portions of the Work for whom the Contractor is contractually responsible, for only the following reasons:

(a) Issuance of an order of a court or other public authority having jurisdiction; or
(b) An act of government, such as a declaration of national emergency.

14.1.2 Notice of Termination.

If one of the above reasons exists, the Contractor may, upon written notice of seven (7) additional days to the District, terminate the Contract and recover from the District payment for Work executed and for reasonable costs verified by the Architect with respect to materials, equipment, tools, construction equipment, and machinery, including reasonable overhead, profit, and damages.

14.2 TERMINATION BY THE DISTRICT FOR CAUSE

14.2.1 Grounds for Termination.

The District may terminate the Contractor and/or this Contract for the following reasons:

(a) Persistently or repeatedly refuses or fails to supply enough properly skilled workers or proper materials;

(b) Persistently or repeatedly is absent, without excuse, from the job site;

(c) Fails to make payment to Subcontractors, suppliers, materialmen, etc.;

(d) Persistently disregards laws, ordinances, rules, regulations, or orders of a public authority having jurisdiction; or

(e) Otherwise is in substantial breach of a provision of the Contract Documents.

14.2.2 Notification of Termination.

When any of the above reasons exist, the District may, without prejudice to any other rights or remedies of the District and after giving the Contractor and the Contractor’s surety, if any, written notice of seven (7) days, terminate the Contractor and/or this Contract and may, subject to any prior rights of the surety:

(a) Take possession of the Project and of all material, equipment, tools, and construction equipment and machinery thereon owned by the Contractor;

(b) Accept assignment of Subcontracts. Contractor acknowledges and agrees that if the District (in its sole and absolute discretion) decides to takeover completion of the Project, the Contractor agrees to immediately assign all subcontracts to the District which the District has chosen to accept; and

(c) Complete the Work by any reasonable method the District may deem expedient, including contracting with a replacement contractor or contractors.
14.2.3 Payments Withheld.

If the District terminates the Contract for one of the reasons stated in Paragraph 14.2.1, the Contractor shall not be entitled to receive further payment until the Work is complete. All costs associated with the termination and completion of the Project shall be the responsibility of the Contractor and/or its surety.

14.2.4 Payments Upon Completion.

If the unpaid balance of the Contract Sum exceeds costs of completing the Work, including compensation for professional services and expenses made necessary thereby, such excess shall be paid to the Contractor. If such costs exceed the unpaid balance, the Contractor shall pay the difference to the District. The amount to be paid to the Contractor, or District, as the case may be, shall be certified by the Architect upon application. This payment obligation shall survive completion of the Contract.

14.3 TERMINATION OF CONTRACT BY DISTRICT (CONTRACTOR NOT AT FAULT)

14.3.1 Termination for Convenience.

District may terminate the Contract upon fifteen (15) calendar days of written notice to the Contractor and use any reasonable method the District deems expedient to complete the project, including contracting with replacement contractor or contractors, if it is found that reasons beyond the control of either the District or Contractor make it impossible or against the District’s interest to complete the work. In such a case, the Contractor shall have no claims against the District except: (1) the actual cost for labor, materials, and services performed which may be documented through timesheets, invoices, receipts, or otherwise, and (2) ten percent (10%) profit and overhead, and (3) five percent (5%) termination cost of the total of items (1) and (2). Contractor acknowledges and agrees that if the District (in its sole and absolute discretion) decides to takeover completion of the Project, the Contractor agrees to immediately assign all subcontracts to the District which the District has chosen to accept.

14.3.2 Non-Appropriation of Funds/ Insufficient Funds.

In the event that sufficient funds are not appropriated to complete the Project or the DISTRICT determines that sufficient funds are not available to complete the Project, DISTRICT may terminate or suspend the completion of the Project at any time by giving written notice to the Contractor. In the event that the DISTRICT exercises this option, the DISTRICT shall pay for any and all work and materials completed or delivered onto the site for which value is received, and the value of any and all work then in progress and orders actually placed which cannot be canceled up to the date of notice of termination. The value of work and materials paid for shall include a factor of fifteen percent (15%) for the Contractor’s overhead and profit and there shall be no other costs or expenses paid to Contractor. All work, materials and orders paid for pursuant to this provision shall become the property of the DISTRICT. DISTRICT may, without cause, order Contractor in writing to suspend, delay or interrupt the Project in whole or in part for such period of time as DISTRICT may determine. Adjustment shall be made for...
increases in the cost of performance of the Agreement caused by suspense, delay or interruption.

14.4 REMEDIES OTHER THAN TERMINATION

If a default occurs, the District may, without prejudice to any other right or remedy, including, without limitation, its right to terminate the Contract pursuant to Article 14.2, do any of the following:

(a) Permit the Contractor to continue under this Contract, but make good such deficiencies or complete the Contract by whatever method the District may deem expedient, and the cost and expense thereof shall be deducted from the Contract Price or paid by the Contractor to the District on demand;

(b) If the workmanship performed by the Contractor is faulty or defective materials are provided, erected or installed, then the District may order the Contractor to remove the faulty workmanship or defective materials and to replace the same with work or materials that conform to the Contract Documents, in which event the Contractor, at its sole costs and expense, shall proceed in accordance with the District’s order and complete the same within the time period given by the District in its notice to the Contractor; or

(c) Initiate procedures to declare the Contractor a non-responsible bidder for a period of two to five years thereafter.

All amounts expended by the District in connection with the exercise of its rights hereunder shall accrue interest from the date expended until paid to the District at the maximum legal rate. The District may retain or withhold any such amounts from the Contract Price. If the Contractor is ordered to replace any faulty workmanship or defective materials pursuant to Paragraph (b) above, the Contractor shall replace the same with new work or materials approved by the Architect and the District, and, at its own cost, shall repair or replace, in a manner and to the extent the Architect and the District shall direct, all work or material that is damaged, injured or destroyed by the removal of said faulty workmanship or defective material, or by the replacement of the same with acceptable work or materials. In no event shall anything in this Paragraph be deemed to constitute a waiver by the District of any other rights or remedies that it may have at law or in equity, it being acknowledged and agreed by the Contractor that the remedies set forth in this Paragraph are in addition to, and not in lieu of, any other rights or remedies that the District may have at law or in equity.

END OF SECTION 00700
1.1 RELATED DOCUMENTS

A. All Contract Documents shall be reviewed for applicable provisions related to the provisions in this document, and provisions in the General Conditions and other Division 1 Specification Sections shall apply to this Section without limitation.

1.2 RELATED REQUIREMENTS SPECIFIED IN OTHER SECTIONS

A. Divisions 01 through 33 Sections for Summary of Work requirements for the work in those Sections.

1.3 WORK DESCRIPTIONS WITHOUT FORCE

A. All general descriptions and/or general summaries of the work noted in this section, or elsewhere within the Contract Documents, are without force and effect on the Contract Work described and indicated in detail the Construction Documents. These general descriptions and summaries are for general reference and descriptive purposes only and in no way offer the complete and concise description of all the Work required by the Contract Documents.

1.4 WORK COVERED BY CONTRACT DOCUMENTS

The intent of the Contract Documents includes but is not limited to:

Complete hazardous material removal and demolition of the following:
- Storage trailer – 12’x40’ modular storage building.
- Utility Building – 15’x 22’
- Adjacent miscellaneous site structures and accessories

1.5 CONTRACTS

Perform the work under a single, fixed-price Contract.

1.6 WORK SEQUENCE

A. Construct work as shown in the Contract Documents. Coordinate Baseline CPM Schedule activities and construction operations with District and the Architect.

B. Scheduling of Contractor's use of the areas and times involved shall be determined in cooperation with the District. Notify the District a minimum of 10-days prior to commencement of work.

C. Construction activities shall be performed between the hours of 7AM and 5PM, Monday through Friday, unless otherwise required. No Work shall be performed outside the above hours without prior written authorization from the Construction Manager/Project Manager.
1.7 **USE OF PREMISES**

A. Contractor shall only use the premises for work, storage, staging areas, and vehicular parking as designated in the Contract Documents.

1.8 **EXISTING AREA CONDITION SURVEY**

A. Prior to commencement of work, jointly survey the existing area to be remodeled with the District and Architect, noting and recording existing damage such as cracks, sags, and other damage (on Site Plan/Floor Plans).

B. This record shall serve as a basis for determination of subsequent damage to these items due to settlement, movement, demolition, or Contractor’s operations.

C. Existing damage observed shall be marked and the official record of existing damage shall be signed by the parties making the survey.

D. Cracks, sags, and damage to the area and other items not noted in the original survey but subsequently observed shall be reported immediately to the Architect.

E. Contractor shall comply with Section 01321 for photographic and video recording of existing conditions.

1.9 **PROTECTION OF EXISTING STRUCTURES AND UTILITIES**

A. The Drawings may not show all existing water, gas, electrical, and hot water lines, and other items known or suspected to exist in the area of the work.

B. Contractor shall locate these installations before proceeding with demolition or other operations which may cause damage, maintain them in service where appropriate, and repair damage caused by the performance of the Work, at no increase in the Contract Sum.

C. In addition to notification, if a structure or utility is damaged, take appropriate action as specified in the General Conditions.

1.10 **NOISE CONTROL**

A. See Section 01416, Special Procedures, for Noise Control requirements.

1.11 **PROTECTION OF EXISTING IMPROVEMENTS**

A. Provide barricades, coverings, or other types of protection necessary to prevent damage to existing improvements indicated to remain in place.

B. Protect improvements on adjoining properties as well as those on the District’s property.

C. Protect existing trees and other vegetation indicated to remain in place, against unnecessary cutting, breaking or skinning of roots, skinning and bruising of bark, smothering of trees by stockpiling construction materials or excavated materials within drip line, excess foot or vehicular traffic, or parking of vehicles within drip line.

D. Restore any improvements damaged by this work to their original condition as acceptable to the District or other parties or authorities having jurisdiction.
1.12 MISCELLANEOUS PROVISIONS

A. Items shown or scheduled to be salvaged will remain the property of the District. Store as directed by the Project Manager.

PART 2 - PRODUCTS
Not Used.

PART 3 - EXECUTION
Not Used.

END OF SECTION 01010
PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. All Contract Documents shall be reviewed for applicable provisions related to the provisions in this document, and provisions in the General Conditions and other Division 1 Specification Sections shall apply to this Section without limitation.

1.2 RELATED REQUIREMENTS SPECIFIED IN OTHER SECTIONS

A. Section 01015 – “Project Phasing”
B. Section 01290 – “Payment Procedures”
C. Section 01310 – “Construction Scheduling”
D. Section 01311 – “Project Management and Coordination”
E. Section 01330 – “Submittal Procedures”
F. Section 01625 - “Product Options and Substitutions”
G. Section 01780 – “Project Record Documents”
H. Divisions 2 through 33 Sections for Administrative Forms & Logs requirements for the Work in those Sections.

1.3 SUMMARY

A. This section specifies the information and format requirements for administrative forms and logs.

1.4 ADMINISTRATIVE FORMS & LOGS

A. Administrative forms and logs include, but are not limited to, the following:
   1. Transmittal Form
   2. Submittal Transmittal Form
   3. Request for Information Form.
   4. Substitution Request Form.
   5. 3-Week Projected Construction Schedule Form
   6. 3-Week Testing & Inspection Schedule Form
   7. Proposed Change Order Form.
   8. Change Order Form.
   9. Request for Information Log Form.
   10. Submittal Log Form
11. Proposed Change Order Log Form.
12. Change Order Log Form.
13. Contractor’s Proposal for Contract Modification Form* (includes sample numbers to demonstrate calculations only)
14. Contractor Production Report

B. Forms generated by project management software may be substituted if substitution forms contain essentially the same information as shown in these Contract Documents. Allowance for the use of substitute forms is at the sole discretion of the District, and shall be requested and approved before use of the substitute form. Forms marked with an asterisk (*) may NOT be substituted under any condition.

C. Microsoft Excel files of these forms are available for Contractor use from the District.

1.5 FORMS INCORPORATED BY REFERENCE

A. Forms available from the California Department of General Services, Division of the State Architect, http://www.dgs.ca.gov/dsa/Forms.aspx, related to administration, construction, testing, and inspection of public work school facilities are hereby incorporated by reference into these Contract Documents.

1.6 CONTRACTOR RESPONSIBILITIES

A. Nothing in this Section 01340 including, but not limited to the above forms and log forms shall be construed to limit, relieve, or release Contractor from liability to District for any damages sustained as a result of inaccurate or incorrect information supplied by the Contractor.

PART 2 - PRODUCTS

Not Used.

PART 3 - EXECUTION

Not Used.
CONTRA COSTA COMMUNITY COLLEGE DISTRICT

TRANSMITTAL TO:
Contra Costa Community College District
500 Court Street, Martinez, CA 94553-1203
Phone: (925) 229-1000
Fax: (925) 335-8697
Attn: ________________________________

Date: ___________________________

From: ________________________________

Via: [ ] Fax [ ] Hand Delivery
[ ] US Mail [ ] Pick-Up
[ ] Overnight Mail [ ] Email
[ ] Other ________________________________

Contract No.: ______________________________________
Project No. and Name: ______________________________________

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[ ] For Your Info [ ] For Your Review and Comment
[ ] For Your Approval [ ] Originals for Signatures
[ ] As Requested [ ] As Required per Contract Para: ________________________________
[ ] Other ________________________________

Remarks:

_________________________________________________________________________

Copy To: ________________________________

Print Name: ________________________________

Signature: ________________________________

Received by: ________________________________ Signature: ________________________________ Date: ____________

Print Name: ________________________________

# SUBMITTAL TRANSMITTAL

**Date:**

**Transmittal No.:**

**From:**

**To:**

**Via:**

- Fax
- Hand Delivery
- US Mail
- Pick-Up
- Overnight Mail
- Email
- Other

**Attn:**

**Contract No.:**

**Project No. and Name:**

**SPECIFICATION SECTION:**

- Shop Drawings
- Copy of Letter
- D&M Manual
- Test Reports
- Certificate
- Plan Closeout Documents
- Specifications
- Samples
- Product Data
- Warranty Documents

**Certification:** A separate Submittal Transmittal is required for each Specification Section. This form is to be used ONLY if there are NO deviations from the Contract Documents. If there are ANY deviations, the Contractor shall submit in accordance with Specification Section 0125 Product Options and Substitutions. We certify that all items contained on this Submittal meet all requirements specified in the Contract Documents.

<table>
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<tr>
<th>Item No.</th>
<th>Para No. and/or Dwg No.</th>
<th>Item Identification (Type, size, model no., Mfr. Name, dwg, or brochure no.)</th>
<th>No. of Copies</th>
<th>Action Code</th>
<th>Reviewer Initials and Date</th>
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**CONTRACTOR USE ONLY**

**REVIEWER USE ONLY**

**Contractor Comments:**

**Copies of Submittals to District:**

- Yes
- No

**Date Read by Reviewer:**

**From (Reviewer):**

**To:**

**PROJECT MANAGER OR CONSTRUCTION MANAGER**

**Reviewer Use Only:**

**Signature:**

**Date:**

**Copy To:**

**Received by:**

**Print Name**

**Signature:**
# Request for Information (RFI)

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<th>Contractor Name:</th>
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<th>Project No., Name:</th>
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## Reference:

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<th>Drawing Number/Detail Number</th>
<th>Specification Section</th>
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## Item Request:

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## Suggestion:

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## Request Issued By:

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<th>Contractor's Signature</th>
<th>Name (Printed)</th>
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## Response Issued By:

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<th>Architect/ Engineer Signature</th>
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## Response Reviewed By:

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<th>Owner Authorized Representative</th>
<th>Name (Printed)</th>
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<td>(Project Manager)</td>
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## Note to Contractor:

This Form Cannot Modify Contract Amount or Milestones and/or Contract Time.
CONTRA COSTA COMMUNITY COLLEGE DISTRICT
500 Court Street, Martinez, CA 94553

SUBSTITUTION REQUEST FORM

Contractor Name: ____________________________
Contract#: ____________________________

RFS #: ________ Date: ____________
DSA Application #: ____________________________
Campus: ____________________________
Project No., Name: ____________________________

Contractor pursuant to General Conditions submits the proposed item. If the District accepts such items as described, the undersigned may furnish such item with all necessary labor, materials, equipment and incidental to perform and complete the work.

<table>
<thead>
<tr>
<th>Item No.</th>
<th>SPECIFIED/ITEM OR DRAWING</th>
<th>SPECIFICATION SECTION</th>
<th>PROPOSED SUBSTITUTION (and name of subcontractor if different)</th>
</tr>
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CERTIFICATION

Under penalty of perjury under the Laws of California, I certify that the proposed substitution will be readily available, perform adequately the functions and achieve the results called for by the design concept, be similar in substance to that specified, and be subject to the same use as that specified in Contract Documents.

Contractor: ____________________________
(Print name of company)

Name and Title (print): ____________________________

Contractor Authorized Representative: ____________________________

Date: ____________

A. Does the substitution affect dimensions shown on Drawings?

B. Will the undersigned pay for changes to the building design, including engineering and detailing costs caused by the requested substitution?

C. What effect does the substitution have on other trades?

D. Will substitution change cause to Project Schedule, or to critical delivery dates? Add? Shorten?

E. Differences between proposed substitution and specified item?

F. What is the Cost Differential including all mark-ups?

G. Are Manufacturer’s guarantees for the proposed item the same as for item specified? Explain differences.

H. The undersigned accepts full responsibility for delays caused by redesign of other items of the Work necessitated by substitution.

I. The undersigned states that function, appearance and quality are equivalent or superior to the specified item.

A/E Response: ____________________________

District Representative Response: ____________________________

O Accepted
O Not Accepted
O Accepted As Noted
O Received Too Late
O Received Too Late

By: ____________________________ Date: ____________

By: ____________________________ Date: ____________
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<th>Project Phase No.</th>
<th>Project Phase</th>
<th>Scope of Work</th>
<th>Remarks</th>
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### 3 - Week Projected Testing and Inspection Schedule

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<th>Item</th>
<th>Task</th>
<th>Required IOR Inspection YES or NO</th>
<th>Req'd Testing Lab. Ins. Y/N</th>
<th>Week 1</th>
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<th>Week 3</th>
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**Project Phase #:**

**Remarks:**

**Submitted by:**

**Print Name**

**Sign & Date:**
**CONTRA COSTA COMMUNITY COLLEGE DISTRICT**  
500 Court Street, Martinez, CA 94553  
**PROPOSED CHANGE ORDER**  
PCO No.: ________________

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<th>Contractor Name:</th>
<th>Date:</th>
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<td>Contract #:</td>
<td>DSA File #:</td>
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<tr>
<td>Contract Date:</td>
<td>DSA Application #:</td>
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<td>NTP Date:</td>
<td>Campus:</td>
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<td>GL #:</td>
<td>Project No., Name:</td>
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**PRELIMINARY CHANGE AS FOLLOWS:**  
Within (7) days provide and submit to the Project Manager a complete and itemized proposal including but not limited to the following items: cost breakdown of Labor, Materials, Equipment, Markup, Construction Schedule, etc. Provide either ADD or DEDUCT to the original Contract Amount.

<table>
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<tr>
<th>Scope of Work:</th>
<th>Ref. (Drawings, Specifications, Others):</th>
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**Final Cost of this PCO** $0.00  
The Contractor requests that time will be ___ Increased; ___ Decreased; By ___ Working Days

**NOTE:** The Contractor waives any claim for further adjustments of the Contract Sum and Contract Time related to the changes in Work as described above.

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<thead>
<tr>
<th>1 - REVIEWED &amp; RECOMMENDED (Architect/Engineer of Record)</th>
<th>5 - CONTRACTOR ACCEPTANCE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Company Name:</td>
<td></td>
</tr>
<tr>
<td>Address:</td>
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</tr>
<tr>
<td>Stamp / when applicable</td>
<td>Signature/Date</td>
</tr>
<tr>
<td>2 - CONSTRUCTION MANAGER (CM) - (when applicable)</td>
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<tr>
<td>Signature / Date</td>
<td>Signature / Date</td>
</tr>
<tr>
<td>3 - PROJECT INSPECTOR (PJ) - (when applicable)</td>
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</tr>
<tr>
<td>Signature / Date</td>
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</tr>
<tr>
<td>4 - PROJECT MANAGER (PM)</td>
<td></td>
</tr>
<tr>
<td>DSA APPROVAL (when applicable)</td>
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</tr>
<tr>
<td>Signature / Date</td>
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</tr>
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</table>
### Submittal Log

**Contractor Name:**

**Control #:**

**Date Updated:**

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<tr>
<th>Submittal No.</th>
<th>Specification Section No.</th>
<th>Item No.</th>
<th>Description</th>
<th>Date Submitted to A/E for Review</th>
<th>Request Return Date per Design</th>
<th>Date Returned to Contractor</th>
<th>No. of Submittals Returned</th>
<th>A/E Review Comments</th>
<th>Date Submitted to DSA</th>
<th>No. of Comments</th>
<th>Date of Return to DSA</th>
<th>Distribution List</th>
<th>Remarks</th>
</tr>
</thead>
<tbody>
<tr>
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</table>

### Project Submittal Analysis

- No. of submittals
- No. of Exception Times (NET)
- No. of Submittals - Make Correction Noted (MCN)
- No. of Submittals - Reread and Resubmit (RMR)
- No. of Submittals - Submit Specified Item (SSI)
- No. of Submittals - Rejected (R)
- No. of Open Deferred Approval Submittals
## Proposed Change Order Log - PCO Log

### D-4012 PE-K Complex – Demolition Phase 0

### CONTRA COSTA COMMUNITY COLLEGE DISTRICT

500 Court Street, Martinez, CA 94553

<table>
<thead>
<tr>
<th>PCO No.</th>
<th>PCO Date</th>
<th>Description</th>
<th>Reference (CPI, Bulletin, Directive)</th>
<th>Proposed Amount</th>
<th>Status</th>
<th>Approved Amount</th>
<th>GO No.</th>
<th>$ Value of PCO</th>
<th>PCO Caused By:</th>
<th>Date Submitted to DSA</th>
<th>Date of Return from DSA</th>
<th>Distribution list</th>
<th>Remarks</th>
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</thead>
<tbody>
<tr>
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### PCO Break-Down Analysis (District Approved PCOs only)

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<tr>
<th>PCO Caused by</th>
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<tbody>
<tr>
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</tr>
<tr>
<td>B</td>
<td></td>
</tr>
<tr>
<td>C</td>
<td></td>
</tr>
<tr>
<td>D</td>
<td></td>
</tr>
<tr>
<td>E</td>
<td></td>
</tr>
</tbody>
</table>

### Status Codes

- R: In Review
- T: TAM in progress
- E: Executed
- N: In negotiations
- P: Pending quote
- PC: Potential claim
- W: Withdrawn
- D: Denied / No cost
- L: In Litigation

---

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Administrative Forms & Logs

K:\Project Filing System\CCCD\011-Colleges\College Design\0333-Design Dev\D-4012 PE-K Complex Docs Phase 3-45 Speck & Photocentric VB10.0.8.DRAW.0120-1 Amend I working set\pp\Forms & Logs Terminology\PCO Logs.doe
### CHANGE ORDER Log

**Contractor Name:**

**Contract #:**

**D-4012 PE-K Complex – Demolition Phase 0**

---

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<thead>
<tr>
<th>CO #</th>
<th>Date</th>
<th>Description</th>
<th>Date Submitted to DSA</th>
<th>Date Returned from DSA</th>
<th>DSA Comments</th>
<th>Distribution List</th>
<th>Date of Issue</th>
<th>Amount Approved</th>
<th>Time Extension (Calendar Days)</th>
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**Total Approved Changes:** $  

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<td>Contract Adjustments</td>
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<td>Revised Contract Amount</td>
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<tr>
<td>Original Contract Completion Date</td>
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<tr>
<td>Number of Calendar Days Adjusted</td>
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<tr>
<td>Revised Contract Completion Date</td>
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**Project No. and Name:**

---

**Campus:**

**DBA File #:**

**DBA Application #:**

**Contra Costa Community College District**

500 Court Street, Martinez, CA 94553
## Project Re-inspection Record

By: Project Inspector

<table>
<thead>
<tr>
<th>Date</th>
<th>Hours</th>
<th>Description</th>
<th>List of Re-inspection by IOR (if applicable)</th>
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<tbody>
<tr>
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<td></td>
<td></td>
<td>Date / Hours</td>
</tr>
<tr>
<td>Tue.</td>
<td></td>
<td></td>
<td>Description of Re-inspection</td>
</tr>
<tr>
<td>Wed.</td>
<td></td>
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</tr>
<tr>
<td>Thu.</td>
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<td>Fri.</td>
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<td>Sat.</td>
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<td>Sun.</td>
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<td>Mon.</td>
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<tr>
<td>Tue.</td>
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<td>Sat.</td>
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<td>Thu.</td>
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<td>Mon.</td>
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<tr>
<td>Tue.</td>
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<td>Fri.</td>
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<td>Sat.</td>
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<tr>
<td>Sun.</td>
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</tr>
</tbody>
</table>

Sub total hours

Signature
Print name: Inspector of Record
Date

Signature
Print name: Project Manager
Date

---

1 DRAFT Div 0 and 1 working templates/Forms & Logs Templates/Project Inspector Re-Inspection Form.xlsx
## CONTRACTOR'S PROPOSAL FOR CONTRACT MODIFICATION

### (05/11)

<table>
<thead>
<tr>
<th>Description</th>
<th>Unit Cost</th>
<th>Quantity</th>
<th>Total Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Direct Materials</td>
<td>$0.00</td>
<td>9.25% of line 1</td>
<td>$0.00</td>
</tr>
<tr>
<td>Sales Tax on Materials</td>
<td>9.25% of line 1</td>
<td>9.25%</td>
<td>$0.00</td>
</tr>
<tr>
<td>Direct Labor</td>
<td>$0.00</td>
<td>9.19% of line 3</td>
<td>$0.00</td>
</tr>
<tr>
<td>Insurance, Taxes, and Fringe Benefits</td>
<td>19.19% of line 3</td>
<td>19.19%</td>
<td>$0.00</td>
</tr>
<tr>
<td>SUBTOTAL Materials and Labor (Add lines 1-4)</td>
<td>$0.00</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Rental Equipment</td>
<td>$0.00</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Sales Tax on Rental Equipment</td>
<td>9.25% of line 5</td>
<td>9.25%</td>
<td>$0.00</td>
</tr>
<tr>
<td>Equipment Ownership and Operating Expenses</td>
<td>$0.00</td>
<td></td>
<td></td>
</tr>
<tr>
<td>SUBTOTAL Equipment (Add lines 6-8)</td>
<td>$0.00</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Prime Contractor's Work (Add Lines 5 and 8)</td>
<td>$0.00</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Overhead and Profit On Prime Material and Labor</td>
<td>15.00% of line 9</td>
<td>15.00%</td>
<td>$0.00</td>
</tr>
<tr>
<td>Overhead and Profit On Prime Equipment</td>
<td>10.00% of line 9</td>
<td>10.00%</td>
<td>$0.00</td>
</tr>
<tr>
<td>Total of Subcontractor's Work (See Backup)</td>
<td>$0.00</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Prime's Overhead on all Subcontractor's Work</td>
<td>0.00% of line 10</td>
<td>0.00%</td>
<td>$0.00</td>
</tr>
<tr>
<td>SUBTOTAL (Add Lines 10-14)</td>
<td>$0.00</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Prime Contractor's Bond Premium</td>
<td>1% of line 16</td>
<td>1.00%</td>
<td>$0.00</td>
</tr>
<tr>
<td>TOTAL COST (Add Lines 15-16)</td>
<td>$0.00</td>
<td></td>
<td></td>
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</tbody>
</table>

### Estimated time extension and justification (attach schedule analysis):

**Work Days**

### Prime Contractor’s Comments:

- [1] Material (attach detailed quantity and unit cost plus sales tax)
- [2] Labor (attach detailed hours and rates)
- [4] Liability and Property Damage insurance, Workers’ Compensation insurance, Social Security, and Unemployment Taxes, not to exceed as follows: FICA @ 6.2% with a wage ceiling of $144,000; Medicare @ 1.45% with a wage ceiling of $144,000; FUTA @ 0.8% with a wage ceiling of $7,000; Workers’ Compensation @ 5.94%; Liability and Property Damage @ 2.3%. Total not-to-exceed is 19.11%. (Note: Modifications to these percentages will be evaluated and possibly modified only on a case-by-case basis and only after proper proof of alternate percentages are documented and approved in advance. In addition, as wages ceilings are met, those corresponding percentages must drop from the “burden” calculations.)
- [6, 8] Equipment (attach invoices)
- [9] If Subcontractor performed Work, use Subcontractor’s sheets to calculate costs.
- [14] Prime Contractor’s Overhead and Profit on Subcontractor work. No more than five percent (5%) of line (13). Subcontractor overhead and profit (all users cumulative) not to exceed fifteen percent (15%) of the lowest tier subcontractor total cost.
- [15] Bond not to exceed two percent (2%) of line (16). Use actual percentage from Performance/Payment bonds submitted at contract award.

### Signature and Title of Preparer:

**Date:**
<table>
<thead>
<tr>
<th>Prime Contractor</th>
<th>Contract No.</th>
<th>Work Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>Prime Contractor</td>
<td>Contract No.</td>
<td>Work Description</td>
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<tr>
<td>Prime Contractor</td>
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<td>Work Description</td>
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<td>Work Description</td>
</tr>
<tr>
<td>Prime Contractor</td>
<td>Contract No.</td>
<td>Work Description</td>
</tr>
</tbody>
</table>

All contract modifications shall be added to the District and not be received only from the Prime Contractor. Proposals must include all conditions and scope of the modification and shall be for the contractor, not the respondent, to the corresponding row on the front of this form.
## CONTRACTOR'S PROPOSAL FOR CONTRACT MODIFICATION

**DATE:**

### Project No. and Name:

### CONTRACT NO.:

### Tier 1 Subcontractor:

### SHORT DESCRIPTION OF CHANGE:

Description attached

### TIER 1 SUBCONTRACTOR'S WORK

<table>
<thead>
<tr>
<th>Item</th>
<th>Description</th>
<th>Rate</th>
<th>Amount</th>
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</thead>
<tbody>
<tr>
<td>1.</td>
<td>Direct Materials</td>
<td>$ -</td>
<td>-</td>
</tr>
<tr>
<td>2.</td>
<td>Sales Tax on Materials</td>
<td>9.25% of Line 1</td>
<td>9.25%</td>
</tr>
<tr>
<td>3.</td>
<td>Direct Labor</td>
<td>$ -</td>
<td>-</td>
</tr>
<tr>
<td>4.</td>
<td>Insurance, Taxes, and Fringe Benefits</td>
<td>19.19% of Line 3</td>
<td>19.19%</td>
</tr>
<tr>
<td>5.</td>
<td>Subtotal Materials and Labor (Add lines 1-4)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>6.</td>
<td>Rental Equipment</td>
<td>$ -</td>
<td>-</td>
</tr>
<tr>
<td>7.</td>
<td>Sales Tax on Rental Equipment</td>
<td>9.25% of Line 5</td>
<td>9.25%</td>
</tr>
<tr>
<td>8.</td>
<td>Equipment Ownership and Operating Expenses</td>
<td>$ -</td>
<td>-</td>
</tr>
<tr>
<td>9.</td>
<td>Subtotal Equipment (Add Lines 6-8)</td>
<td></td>
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### SUMMARY

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<thead>
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<th>Line</th>
<th>Description</th>
<th>Rate</th>
<th>Amount</th>
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<tbody>
<tr>
<td>10.</td>
<td>Tier 1 Contractor's Work (Add lines 5 and 8)</td>
<td></td>
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<tr>
<td>11.</td>
<td>Overhead and Profit on Tier 1 Material and Labor</td>
<td>15.00% of Line 9</td>
<td>15.00%</td>
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<tr>
<td>12.</td>
<td>Overhead and Profit on Tier 1 Equipment</td>
<td>10.00% of Line 9</td>
<td>10.00%</td>
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<tr>
<td>13.</td>
<td>Total of all Subcontractor's Work (See Backup)</td>
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<tr>
<td>14.</td>
<td>Tier 1 Overhead on Subcontractor's Work</td>
<td>0.00% of Line 10</td>
<td>0.00%</td>
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<td>15.</td>
<td>Subtotal (Add Lines 10-14)</td>
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<tr>
<td>16.</td>
<td>Tier 1 Contractor's Bond Premium</td>
<td>1% of Line 16</td>
<td>1.00%</td>
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<tr>
<td>17.</td>
<td>Total Cost (Add Lines 15-16)</td>
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</table>

Estimated time extension and justification: Work Days

### Subcontractor's Comments:

### Prime Contractor's Name:

### Signature and Title of Preparer: Date:

---

1. Material (attach itemized quantity and unit cost plus sales tax)
2. Labor (attach itemized hours and rates)
3. Liability and Property Damage Insurance, Workers' Compensation Insurance, Social Security, and Unemployment Taxes, not to exceed as follows: PICA @ 10.2% with a wage ceiling of $84,900; Medicare @ 1.45%; no wage ceiling; FUTA @ .8% with a wage ceiling of $7,000; EIT and SU @ 2.3% with a wage ceiling of $1,000; Workers' Compensation @ 5.94%; Liability and Property Damage @ 2.3%. Total not to exceed is 19.19% (Note: Modifications to these percentages will be evaluated and possibly modified only on a case-by-case basis and only after proper proof of alternate percentages are documented and approved in advance. In addition, as wage ceilings are met, these corresponding percentages must drop from the “burden” calculations)
4. Equipment (attach invoices)
5. If lower tier Subcontractor performed work, use Subcontractor's sheets to calculate costs.
6. Subcontractor's Overhead and Profit on lower tier Subcontractor work. No more than five percent (5%) of item 13. Subcontractor overhead and profit (at rates cumulative) not to exceed fifteen percent (15%) of the lowest tier Subcontractor Total Cost.
7. Bond not to exceed two percent (2%) of item 16. Use actual percentage from Performance/Payment bonds submitted at contract award.
## Contractor's Proposal for Contract Modification

### Project No. and Name:

**CONTRACT NO.:**

### Tier 2 Subcontractor:

### Short Description of Change:

- Description attached

### Tier 2 Subcontractor's Work

<table>
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<th>Description</th>
<th>Quantity</th>
<th>Unit</th>
<th>Rate</th>
<th>Amount</th>
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<tbody>
<tr>
<td>1. Direct Materials</td>
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<td></td>
</tr>
<tr>
<td>2. Sales Tax on Materials</td>
<td></td>
<td></td>
<td>9.25%</td>
<td></td>
</tr>
<tr>
<td>3. Direct Labor</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>4. Insurance, Taxes, and Fringe Benefits</td>
<td></td>
<td></td>
<td>19.19%</td>
<td></td>
</tr>
<tr>
<td>5. Subtotal Materials and Labor (Add lines 1-4)</td>
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<td></td>
<td></td>
</tr>
<tr>
<td>6. Rental Equipment</td>
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<td></td>
</tr>
<tr>
<td>7. Sales Tax on Rental Equipment</td>
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<td>9.25%</td>
<td></td>
</tr>
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<td>8. Equipment Ownership and Operating Expenses</td>
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<tr>
<td>9. Subtotal Equipment (Add lines 6-8)</td>
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### Summary

<table>
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<th>Description</th>
<th>Quantity</th>
<th>Unit</th>
<th>Amount</th>
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<tbody>
<tr>
<td>10. Tier 2 Contractor's Work (Add lines 5 and 8)</td>
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<td>11. Overhead and Profit on Tier 2 Material and Labor</td>
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<td>12. Overhead and Profit on Tier 2 Equipment</td>
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<td>13. Total of all Subcontractor's Work (See backup)</td>
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<td>14. Tier 2 Overhead on Subcontractor's Work</td>
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<td>15. Subtotal (Add Lines 10-14)</td>
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<td>16. Tier 2 Contractor's Bond Premium</td>
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<td>17. Total Cost (Add Lines 15-16)</td>
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</tbody>
</table>

**Estimated time extension and justification:**

- Work Days

### Tier 2 Subcontractor's Comments:

### Tier 1 Subcontractor's Name:

### Signature and Title of Preparer:

**Date:**

---

1. Material (attach itemized quantity and unit cost plus sales tax)
2. Labor (attach itemized hours and rates)
3. Liability and Property Damage Insurance, Worker's Compensation Insurance, Social Security, and Unemployment Taxes, not to exceed as follows:
   - General Contractor’s wage ceiling of $84,900; Medicare @ 1.45%; no wage ceiling; FUTA @ 0.8% with a wage ceiling of $7,000; EIT and SUT @ 2.1% with a wage ceiling of $1,000; Workers’ Compensation @ 5.94%; Liability and Property Damage @ 2.35%. Total not to exceed is 19.19%. (Note: Modifications to these percentages will be evaluated and possibly modified only on a case-by-case basis and only after proper proof of alternate percentages are documented and approved in advance. In addition, as wage ceilings are met, corresponding percentages must drop from the “burden” calculations).
4. Equipment (attach invoices)
5. If lower tier Subcontractor performed work, use Subcontractor’s sheets to calculate costs.
6. Subcontractor overhead and profit on lower tier Subcontractor work. No more than five percent (5%) of item (15). Subcontractor overhead and profit (enters cumulative) not to exceed fifteen percent (15%) of the lowest tier Subcontractor Total Cost.
7. Bond not to exceed two percent (2%) of item (16). Use actual percentage from Performance/Payment bonds submitted at contract award.
## INSTRUCTIONS FOR PREPARING CONTRACTOR PROPOSALS OR CONTRACT MODIFICATION

All contract modification proposals shall be addressed to the District and be received only from the Prime Contractor. Proposals must clearly state the conditions and scope of the modification and shall be accompanied by a breakdown of costs, as indicated. Lump sum costs will not be accepted in either the prime or sub-contractor’s breakdown of direct cost. The total cost for labor, materials, and equipment for each line shall be transferred to the corresponding item on the front of this form.

### TIB 2 SUBCONTRACTOR

#### BREAKDOWN OF DIRECT COSTS

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**Continuation Page**  Yes  No

**Continuation Total**

<table>
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<tr>
<th>Item No.</th>
<th>Item of Work Description</th>
<th>Unit</th>
<th>Unit Cost</th>
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**SMOKP**  Req 2 Subcontractor’s Totals

<table>
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<tr>
<th>Item No.</th>
<th>Item of Work Description</th>
<th>Unit</th>
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</table>
# CONTRACTOR'S PROPOSAL FOR CONTRACT MODIFICATION

**DATE:**

<table>
<thead>
<tr>
<th>Project No. and Name:</th>
<th>CONTRACT NO.:</th>
</tr>
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</table>

| Tier 3 Subcontractor: | |

**SHORT DESCRIPTION OF CHANGE:**

<table>
<thead>
<tr>
<th>TIER 3 SUBCONTRACTOR'S WORK</th>
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</thead>
<tbody>
<tr>
<td>1. Direct Materials $ -</td>
</tr>
<tr>
<td>2. Sales Tax on Materials 9.25% of Line 1 9.25% $0.00</td>
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<tr>
<td>3. Direct Labor $ -</td>
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<tr>
<td>4. Insurance, Taxes, and Fringe Benefits 19.19% of Line 3 19.19% $0.00</td>
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<tr>
<td>5. SUBTOTAL Materials and Labor (Add lines 1-4) $0.00</td>
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<tr>
<td>6. Rental Equipment $ -</td>
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<tr>
<td>7. Sales Tax on Rental Equipment 9.25% of Line 5 9.25% $0.00</td>
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<tr>
<td>8. Equipment Ownership and Operating Expenses $ -</td>
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<tr>
<td>9. SUBTOTAL Equipment (Add Lines 6-8) $0.00</td>
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</tbody>
</table>

**SUMMARY**

| TIER 3 Contractor's Work (Add Lines 5 and 8) $0.00 |
| Overhead and Profit On TIER 3 Material and Labor 15.00% of Line 9 15.00% $0.00 |
| Overhead and Profit On TIER 3 Equipment 10.00% of Line 9 10.00% $0.00 |
| Total of all Subcontractor's Work (See Backup) $0.00 |
| Tier 3 Overhead on Subcontractor's Work 0.00% of Line 10 0.00% $0.00 |
| SUBTOTAL (Add Lines 10-14) $0.00 |
| TIER 3 Contractor's Bond Premium 1.0% of Line 16 1.0% $0.00 |
| TOTAL COST (Add Lines 15-16) $0.00 |

Estimated time extension and justification: Work Days

| Tier 3 Subcontractor's Comments: |

| Signature and Title of Preparer: | Date: |

---

1. Material (attach itemized quantity and unit cost plus sales tax)
2. Labor (attach itemized hours and rates)
3. Liability and Property Damage Insurance, Worker's Compensation Insurance, Social Security and Unemployment Taxes, not to exceed as follows: FICA @ 6.2% with a wage ceiling of $84,900; Medicare @ 1.45% no wage ceiling; FUTA @ 0% with a wage ceiling of $7,000; EIT and SUT @ 2.3% with a wage ceiling of $7,000; Worker's Compensation @ 3.94%; Liability and Property Damage @ 2.3%. Total not to exceed 15.13%. Note: Modifications to these percentages will be evaluated and possibly modified only on a case-by-case basis and only after proper proof of alternate percentages are documented and approved in advance. In addition, as wage ceilings are met, those corresponding percentages must drop from the "Purdon" calculations.
4. Equipment (attach invoices)
5. If lower tier Subcontractor performed work, use Subcontractor's sheets to calculate costs.
6. Subcontractor's overhead and profit on lower tier subcontractor work. No more than five percent (5%) of item 1(c). Subcontractor overhead and profit (at tier cumulative) not to exceed fifteen percent (15%) of the lowest tier Subcontractor Total Cost.
7. Bond not to exceed two percent (2%) of item 1(f). Use actual percentage from Performance/Payment bonds submitted at contract award.
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<th>Item No.</th>
<th>Description</th>
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**Instructions**

1. When constructing, the cost shall be transferred to the corresponding line on the form.
2. Costs shall be transferred to the corresponding line on the form.
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**Breakdown of Direct Costs**

Contra Costa Community College District
Diablo Valley College
D-4012 PE-K Complex – Demolition Phase 0
## INSTRUCTIONS FOR PREPARING CONTRACTOR PROPOSAL FOR CONTRACT MODIFICATION

All contract modification proposals shall be addressed to the District and be received only from the Prime Contractor. Proposals must clearly state the conditions and scope of the modification and shall be accompanied by a breakdown of costs as indicated. Lump sum costs will not be accepted in either the prime or sub-contractor’s breakdown of direct cost. The total cost for labor, material, and equipment for each item shall be transferred to the corresponding item on the front of this form.

### CONTINUATION SHEET

**CONTRACTOR Name:**

**PCO #:**

### BREAKDOWN OF DIRECT COSTS

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**Sheet ___ of ___**
PART 1 - GENERAL

1.1 RELATED DOCUMENTS
   A. All Contract Documents shall be reviewed for applicable provisions related to the provisions in this document, and provisions in the General Conditions and other Division 1 Specification Sections shall apply to this Section without limitation.

1.2 RELATED REQUIREMENTS SPECIFIED IN OTHER SECTIONS
   A. Section 01010 – “Summary of Work”
   B. Section 01290 – “Payment Procedures”
   C. Section 01330 – “Submittal Procedures”
   D. Section 01740 – “Warranties and Guaranties”
   E. Section 01780 – “Project Record Documents”
   F. Section 01820 – “Demonstration and Training”
   G. Divisions 2 through 33 Sections for Contract Closeout Procedure requirements for the work in those Sections.

1.3 SUMMARY
   A. In Compliance with CEQA requirements, the District conducted an Initial Study to ascertain if the project may have an effect on the environment. The Initial Study identified potential impacts on the environment. However, all potential impacts of the proposed Project can be avoided or reduced to a less-than-significant level by implementation of the following mitigation measures. Contractor shall conform with the following mitigation measures, including but not limited to, the following:
      1. Noise Control Plan
      2. Dust Control Plan
      3. Traffic Control Plan
      4. Spill Prevention, Control and Countermeasure Program
      5. Tree Protection Plan
      6. Migratory Bird Protection Plan
      7. Cultural Resources Protection Plan
   B. In no case shall the restrictions identified in this Section limit the Contractor's responsibility for compliance with all Federal, state, and local safety ordinances and regulations.

1.4 NOISE CONTROL
   A. Definitions
1. **Noise** is any audible sound which has the potential to annoy or disturb humans, or to cause an adverse psychological or physiological effect on humans.

2. **Daytime** refers to the period from 7 AM to 7 PM local time daily, except Sundays and Federal holidays.

3. **Evening** refers to the period from 7 PM to 10 PM local time daily, except Sundays and Federal holidays.

4. **Nighttime** refers to the period from 10 PM to 7 AM local time daily, as well as all day Sunday and Federal holidays.

5. **Nuisance Noise** refers to sound levels that annoy or disturb a reasonable person of normal sensitivities, but do not exceed the noise limits specified herein.

6. **Lot-line** refers to the line separating the campus from another parcel or from the street.

7. **Background Noise** shall be defined as the measured ambient noise level associated with all existing environmental, transportation, and community noise sources in the absence of any audible construction activity.

8. **dBA** shall be defined as the sound level (in decibels referenced to 20 micro-pascals) as measured using the A-weighting network on a sound level meter, in accordance with ANSI S1.4 Standards.

9. **Lmax** shall be defined as the maximum measured sound level at any instant in time.

10. **Leq** shall be defined as the equivalent sound level, or the continuous sound level that represents the same sound energy as the varying sound levels, over a specified monitoring period.

11. **L10** shall be defined as the sound level exceeded 10 percent of the time for a specified monitoring period.

12. **Slow** specifies a time constant or 1 second for the root-mean-square (RMS) detector used by a sound level meter, in accordance with ANSI S1.4 Standards.

13. **Impact noise** is noise produced from impact or devices with discernible separation in sound pressure maxima. Examples for impact equipment include, but are not limited to; blasting, clam shovel or chisel drops, pavement breakers, jackhammers, hoe rams, mounted impact hammers, and impact pile drivers (but not vibratory pile drivers).

B. The intent of this Section is to minimize construction noise within construction areas, lay-down areas, and communities adjacent to the construction site. To this end, the Contractor and all subcontractors, suppliers, and vendors, are required to comply with all applicable noise regulations, specification requirements, and the noise level limits specified herein.

C. The Contractor shall use equipment with efficient noise-suppression devices and employ other noise abatement measures such as enclosures and barriers necessary for the protection of the public, as necessary.

D. The Contractor shall schedule and conduct operations in a manner that will minimize, to the greatest extent feasible, the disturbance to the public in areas adjacent to the Work and to occupants of buildings in the vicinity of the Work.

E. After the Preconstruction Meeting and prior to the commencement of the Work at the Site, Contractor shall submit a Noise Control and Monitoring Plan for review and acceptance by the District.
1. The Noise Control and Monitoring Plan shall describe the noise monitoring and reporting procedure to be used during construction, the procedures for predicting construction noise levels prior to performing construction activities, and describe the noise reduction measures required to meet the noise level limitations and minimize nuisance noise conditions. Noise generating equipment shall not be operated prior to acceptance of the Noise Control and Monitoring Plan.

2. The Noise Control and Monitoring Plan shall identify and describe the following in detail:
   a. The receptor locations where noise monitoring will be performed. Include a site plan showing all locations.
   b. The type of noise level measurement device that will be used.
   c. The noise monitoring methods and procedures that will be used.
   d. The data reporting method that will be used.
   e. The response procedure and actions to be taken by the Contractor for any lot-line, educational facility, or equipment noise level that exceeds the noise limits specified in this Section. The response procedure may include, but not be limited to, use of additional noise reduction materials and equipment.
   f. The noise complaint response and resolution procedures.
   g. A description of the anticipated significant noise generating construction activities.
   h. An inventory of construction equipment to be utilized and the associated noise levels for each.

F. Submit a current laboratory calibration conformance certificate for the noise monitoring equipment to be used prior to performing any noise level monitoring. Submit updated certificates following subsequent yearly calibrations, or upon completion of repairs to the instrument, for the duration of this Contract.

G. Noise Control Measures: Contractor shall implement the following noise-control measures to reduce and control noise generated from construction, demolition, and construction related activities:

1. Restrict noise-producing construction activities Monday through Friday between the hours of 7:00am to 3:30pm, or until 5:30pm with city engineers approval. Saturday from 8:00am to 5:00pm with city engineers approval. Construction on Sundays shall be avoided, if possible, and there will be no construction on public holidays without prior written request submitted to and written approval returned by the District, at its sole discretion. A decision by the District to deny Sunday or holiday work shall not be deemed to cause a delay in the Contract Time. When activities must occur outside the hours specified above, conform with notification requirements of this Section and utilize local barriers around equipment and other noise attenuating devices if necessary to limit noise to acceptable levels.

2. Comply with all City of Brentwood requirements regarding both allowable hours of Work and noise level limitations.

3. Contractor shall comply with applicable regulatory requirements for the operation of powered construction equipment during all phases of construction.

4. All construction equipment shall have appropriate mufflers, intake silencers, and other required noise-control features, shall be properly maintained and in compliance with State standards.
5. Vehicles and other gas or diesel powered equipment shall be prohibited from unnecessary warming up, idling, and engine revving.

6. Impact tools shall utilize “quiet technology” to minimize noise.

7. Contractor shall provide and post signs at the Site giving the name and telephone number or e-mail address of the District and/or designated College Representative whom the public should contact regarding any noise complaints. If necessary due to complaints, Contractor shall provide additional noise-attenuating measures such as additional mufflers or engine shrouding.

H. Secure written permission from the District at least three (3) working days prior to using noisy and vibratory equipment, such as jackhammers, concrete saws, impact tools, and high frequency electrical equipment. Cooperate with District if the use of noisy equipment becomes objectionable to college employees and/or students.

I. The work must be conducted so that nearby residents will not be disturbed at any time during the Work including, but not limited to, the following requirements:

1. The Contractor shall perform all work within the permissible noise levels, day of week, or weekend and hour of day limitations, and within the guidelines established by applicable federal, state, and municipal codes, regulations, laws, and standards.

2. During the Work, the Contractor shall ensure that all noise generated from construction-related equipment and construction activity complies with applicable Contra Costa County and City of Brentwood noise standards and thresholds where technically feasible. Noise standards and thresholds of Contra Costa County and City of Brentwood are therefore included, by reference, in the Contractor’s contract.

3. In the event of complaints from nearby residents or the campus community, the Contractor shall measure noise levels at adjacent residential lot lines. In the event that construction noise exceeds the specified limits, the responsible construction activity shall cease until appropriate noise control measures are implemented. In the event that the measured noise level exceeds allowable limits as specified in this Section, or is resulting in nuisance conditions, the Contractor shall immediately alter operations or use noise reduction materials and methods to reduce noise levels or to alleviate the nuisance conditions.

4. Do not use loud vocal or mechanical signals. Use of outside speakers, loud radios and similar devices are prohibited.

5. Not Used.

6. Work shall be performed in a manner to prevent nuisance conditions such as noise which exhibits a specific audible frequency or tone (e.g., backup alarms, poorly maintained equipment, brake squeal, etc.) or impact noise (e.g., jackhammers, hoe rams). The District will make any final interpretation concerning whether or not nuisance noise conditions exist. Only the District representatives and specifically designated College representatives have the authority to stop the Work until nuisance noise conditions are resolved, without additional Contract Time or compensation for the Contractor.

1.5 DUST CONTROL PLAN

A. Contractor shall develop and submit, in accordance with Section 01330, a Dust Control Plan, and implement dust control measures to protect air quality during construction to control dust...
emissions generated during construction, implement the following Bay Area Air Quality Management District (BAAQMD) measures for construction emissions of particulate matter over 10 microns in size (PM10):

1. Water all active construction areas at least twice daily.
2. Cover all trucks hauling soil, sand and other loose materials, or require all trucks to maintain at least 2 feet of freeboard.
3. Apply water three times daily or apply (nontoxic) soil stabilizers on all unpaved access roads, parking areas and staging areas at the Site.
4. Sweep driveways and adjacent public streets daily (with water sweepers) if visible soil materials have been carried onto adjacent public streets.
5. Suspend excavation and grading activity when winds (instantaneous gusts) exceed 25 miles per hour.
6. Limit speed of vehicles to 10 miles per hour or less on the Site.
7. If Campus or neighborhood complaints regarding objectionable dust are received by the College, the Contractor shall take immediately action to abate such conditions.

1.6 TRAFFIC CONTROL PLAN

A. Contractor shall develop and submit a Traffic Control Plan, and implement the traffic control plan to minimize the effects of construction traffic on the Campus and surrounding residential areas, as appropriate. Submit the plan in accordance with Section 01330 to the District for review and approval.

B. The Construction traffic control plan will include, at a minimum, the following requirements:

1. Provide clearly marked pedestrian detours if any sidewalk or pedestrian walkway closures are necessary. Provide clear directional signage as required.
2. Provide clearly marked bicycle detours if bicycle routes must be closed, or if bicyclist safety would be otherwise compromised. Provide clear signage as required.
3. Provide crossing guards and/or flag persons as needed to avoid traffic conflicts and ensure both pedestrian and bicyclist safety at all times.
4. Use nonskid traffic plates over open trenches to minimize hazard.
5. Locate all stationary equipment as far away as possible from areas used heavily by vehicles, bicyclists and pedestrians.
6. Notify and consult with emergency service providers, including the Campus Police Department, and maintain clear, unobstructed access by whatever means necessary to expedite and facilitate the passage of emergency vehicles.
7. Obtain City of Brentwood approval for preferred construction traffic routing over public streets, location of temporary curb cuts, if any, and/or other construction traffic access and egress from public streets to the Site. Consult with District concerning preferred construction traffic routing prior to requesting City approval. Contractor shall be responsible for obtaining any required permits and for all associated costs.
8. Avoid routing construction traffic through residential areas to the extent feasible. Prohibit mobilization and demobilization of heavy construction equipment during AM and PM peak traffic hours, and pursuant to City of Brentwood requirements.
9. Provide access for drive ways and private roads outside the immediate construction zone by using steel plates or temporary backfill as necessary.

10. Prohibit construction worker parking in student parking lots and in residential areas.

C. Contractor shall notify the District, Project Inspector, Campus Police Department, city and county agencies, as applicable, a minimum of five (5) working days in advance of performing work which necessitates closing or interfering with traffic on public thoroughfares, parking areas, driveways and walks. Obtain written permission prior to effecting such closures and interruptions.

D. The District will designate an entrance to the Site for the Contractor’s use for the Work.

1.7 SPILL PREVENTION, CONTROL AND COUNTERMEASURE PROGRAM

A. Contractor shall prepare and implement a Spill Prevention, Control and Countermeasure Program (SPCCP) to minimize the potential for and effects from spills of hazardous, toxic or petroleum substances during construction and demolition activities. Submit a SPCCP Plan to the District in accordance with Section 01330 and obtain approval of the SPCCP before any construction or demolition activities begin at the Site.

B. Contractor shall routinely inspect the construction area to verify that the measures specified in the SPCCP are properly implemented and maintained. Inform the District immediately if there is a noncompliance issue and take immediate measures to restore compliance.

C. The federal reportable spill quantity for petroleum products, as defined in 40 CFR 110, is any oil spill that includes any of the following:
   1. Violates applicable water quality standards.
   2. Causes a film or sheen on or discoloration of the water surface or adjoining shoreline.
   3. Causes a sludge or emulsion to be deposited beneath the surface of the water or adjoining shorelines.

D. If a spill is reportable, notify the District’s Representative and take action to contact appropriate safety and clean-up crews to ensure that the SPCCP is followed.
   1. A written description of reportable releases must be submitted to the District’s Representative and to the San Francisco Bay Regional Water Quality Control Board (RWQCB). This submittal must contain a description of the spill, including the type of material and an estimate of the amount spilled, the date of the release, an explanation of why the spill occurred and a description of the steps taken to prevent and control future releases. Document the releases on a spill report form.
   2. If a reportable spill has occurred and results determine that project activities have adversely affected surface water or groundwater quality, the District will engage a registered environmental assessor at Contractor’s expense for a detailed analysis to identify the likely cause of contamination. This analysis will conform to American Society for Testing and Materials (ASTM) standards and will include recommendations for reducing or eliminating the source or mechanisms of contamination.
   3. Based on this analysis, the Contractor shall select and implement measures to control contamination, with a performance standard that groundwater quality must be returned to baseline conditions. These measures will be subject to approval by the District.
1.8 TREE PROTECTION PLAN

A. Develop and submit a Tree Protection Plan to the District in accordance with Section 01330 and obtain approval prior to Start or Work on site. The plan shall include full-size drawings of the Site and indicate all trees that may be impacted by the Work, and all trees that will require proactive protection from damage. Protective measures must be indicated in the plan and on the Drawings.

B. Definitions:
   1. Dripline: The area on the ground from the trunk of any tree to the point directly below the outermost tips of the foliage of that tree.
   2. Root Protection Zone (“RPZ”): The areas enclosed with tree protection fencing as designated on the Drawing(s).
   3. Tree damage: Tree damage shall include, but not limited to, the following: Significant injury to the root system or other parts of a tree including burning, application of toxic substances, damaging through contact with equipment or machinery, changing the natural grade within the Dripline or RPZ, compacting the soil within the Dripline or RPZ, interfering with the normal water requirements of the tree, unauthorized trenching or excavating within the Dripline or RPZ, or unauthorized removal of more than 1/3 of the live wood, foliage or roots.

C. Root Protection: No storage of materials or equipment will be allowed within the Dripline. Whenever possible, excavation shall be on a radial line, diverging from the tree trunk. For items of Work delayed materially beyond the date of Substantial Completion, provide update submittal within 14 Days after acceptance, listing date of acceptance as start of warranty period.

D. Exposure to harmful substances: No storage or dumping of any substances that may be harmful to trees shall occur at any location on the Site.

E. Where construction is to be performed in the vicinity of trees and shrubbery, the Work shall be carried on in a manner that will cause minimum damage. District will designate trees that are to be removed. Under no circumstances are additional trees to be removed without written permission from District. Trees and shrubbery that are not to be removed shall be protected from injury or damage resulting from Contractor’s operations.

F. Any tree that is removed without District’s permission or is irreparably damaged, in the opinion of District, shall cost Contractor in damages [$100.00] per square inch of cross section, measured at 4 ½ feet above ground, but not less than [$250.00], such cost to be deducted from monies due or to become due under the Contract. If tree protection is not performed or is not performed adequately and District determines that a tree has been irreparably damaged, Contractor shall pay the same amount of damages as for unauthorized removal of a tree. Contractor shall immediately report all tree damage to District, so that District may determine applicable damages.

1.9 MIGRATORY BIRD PROTECTION

A. Conduct tree removal and building demolition outside of the migratory bird nesting season. The bird nesting season for migratory birds in this part of California is March 1st through July 31. See Section 01415, Table 1, Section IV, Biological Resources for more information on the bird nesting season.
B. If tree removal or building demolition must take place during the bird nesting season, these activities shall be preceded by a survey paid for by the District for nesting migratory birds by a certified Wildlife Biologist in the State of California. If bird nests are discovered in the trees or on the buildings, they shall not be removed while the nest(s) are active. Contractor shall plan and schedule to remove all trees and buildings during the non-bird nesting season, which is between August 1st and February 28th each year to avoid the need for such activities during the bird nesting season. Any delays as result of tree or building removal that could not occur during the bird nesting season due to active nests are the responsibility of the Contractor if said delays were within the control of the Contractor by performing the work in the non-bird nesting season.

1.10 CULTURAL RESOURCES PROTECTION PLAN

A. Develop and submit a Cultural Resources Protection Plan in accordance with Section 01330. If buried cultural resources, such as chipped or ground stone, historic debris, building foundations or human bones or paleontological resources are discovered inadvertently during ground-disturbing activities, Contractor shall avoid any further disturbance of the materials and immediately discontinue earthwork within 100 feet of the find. Contractor shall notify District’s Representative immediately upon encountering cultural resources. Contractor shall be prepared to move on to another location or phase of work, allowing sufficient time for District’s Representative to evaluate the nature and significance of the find and implement appropriate management procedures.

B. In the event that prehistoric human remains are encountered, further excavation or disturbance of the site shall cease immediately, pursuant to Health and Safety Code 7050.5. Contractor shall notify District’s Representative immediately upon encountering human remains. Contractor shall move on to another location or phase of Work to allow proper assessment of the situation.

C. If human remains of Native American origin are discovered during construction, it will be necessary to comply with State laws relating to the disposition of Native American burials, which fall under the jurisdiction of the NAHC (Public Resources Code (PRC) Section 5097. Consequently, if any human remains are discovered or recognized in any location other than a dedicated cemetery, there will be no further excavation or disturbance of the site or any nearby areas reasonably suspected to overlie adjacent human remains:

1. Until the Contra Costa County Coroner has been informed and has determined that no investigation of the cause of death is required;

2. If the remains are of Native American origin;
   a. The descendants of the deceased Native American(s) have made a recommendation to the landowner or the person responsible for the excavation work regarding means of treating or disposing of, with appropriate dignity, the human remains and any associated grave goods as provided in PRC Section 5097.98 or
   b. The NAHC has been unable to identify a descendent or the descendent failed to make a recommendation within 24 hours after being notified by the NAHC.

PART 2 - PRODUCTS
Not Used.

PART 3 - EXECUTION
Not Used.

END OF SECTION 01416
PART 1 - GENERAL

1.1 SUMMARY

A. This Section includes the work necessary to successfully complete demolition to prepare site for the phasing and new construction, including the following:

1. Clean line saw cutting of existing asphalt pavement, concrete sidewalks, concrete curb/gutter, etc., as specified herein.
2. Protection from injury or defacement existing building elements to be preserved.
3. Removal of debris and deleterious materials such as rubbish.
4. Removal and stockpile of materials for landscaping use at approved location.
5. Disposal of unwanted or objectionable materials off site.
6. Disconnecting, capping or sealing, and abandoning site utilities in place.
7. Disconnecting, capping or sealing, and removing site utilities.
8. Removing above-grade site improvements within limits indicated.

1.2 REGULATORY REQUIREMENTS:

A. No burning shall be allowed.

B. Do not use explosives.

C. Comply with the following California Code of Regulations:

1. Title 8: CAL-OSHA, Chapter, Subchapter 4 – Construction Safety Orders.
2. Title 24: Part 2, California Building Code, Chapter 33, Protection of Pedestrian during Construction or Demolition.
3. Bay Area Air Quality Management District.

1.3 DEFINITIONS


B. CAL-OSHA: California Occupational Safety and Health Administration.


HMC Architects

E. EPA: Environmental Protection Agency.


G. Remove: Detach items from existing construction and legally dispose of them off-site unless they indicated to be removed and salvaged or recycled.

H. Remove and Salvage: Detach items from existing construction, prior to demolition, and deliver them to the District.

I. Existing to Remain: Existing items of construction that are not to be removed and that are not otherwise indicated to be removed and salvaged, or recycled.

1.4 SUBMITTALS

A. Follow Submittal procedure outlined in Division 1– General Requirements.

B. For LEED criteria related to waste management, follow the procedure outlined in Section 01 81 13 “Sustainability Design Requirements”.

1.5 PROJECT CONDITIONS

A. Ensure that demolition work does not adversely affect adjacent water courses, groundwater and wildlife, or contribute to excess air and noise pollution.

B. Do not dispose, of waste or volatile materials such as mineral spirits, oil, petroleum based lubricants, or toxic cleaning solutions into watercourses, storm or sanitary sewers. Ensure proper disposal procedures are maintained throughout project.

C. Do not pump water containing suspended materials into watercourses, storm or sanitary sewers, or onto adjacent properties.

D. Control disposal or runoff of water containing suspended materials or other harmful substances in accordance with local authorities.

E. Protect trees, plants and foliage on site and adjacent properties where indicated.

F. Except for materials indicated to be stockpiled or to remain, cleared materials are the Contractor’s property. Remove cleared materials from site and dispose of in lawful manner.

PART 2 - PRODUCTS

2.1 SOIL MATERIALS

A. Backfill excavations resulting from demolition operations with on-site or import materials conforming to structural backfill defined in Section 31 23 33 “Utility Trenching and Backfill”.
3.1 PREPARATION

A. Protect and maintain benchmarks and survey control points during construction.

B. Protect existing site improvements to remain during construction.

C. Provide the following temporary facilities to facilitate the demolition operations, as necessary:
   1. Temp Traffic Controls
   2. Protection of Persons and Property
   3. Protection of Utilities
   4. Protection of Trees
   5. Noise and Dust Abatement
   6. Clear and restore area to their original condition
   7. Protect existing site improvements and adjacent structures from removal and damage.
   8. Protect and maintain benchmarks and survey control points during construction.

3.2 RESTORATION

A. Restore areas and existing works outside areas of demolition to match conditions to their original condition, as acceptable to the District.

B. Restore damaged improvements to their original condition, as acceptable to the District.

3.3 UTILITIES

A. Locate, identify, disconnect, and seal or cap off utilities indicated to be removed or abandoned.

B. Arrange to shut off indicated utilities with utility companies or verify that utilities have been shut off.

C. Existing Utilities: Do not interrupt utilities serving facilities occupied by District or others unless authorized in writing by the District and then only after arranging to provide temporary utility services according to requirements indicated.

D. Coordinate utility interruptions with utility company affected.

E. Do not proceed with utility interruptions without the permission of the District and utility company affected. Notify the District and the utility company affected 14
working days prior to utility interruptions.

F. Excavate and remove underground utilities that are indicated to be removed.

G. Securely close ends of abandoned piping with tight fitting plug or wall of concrete minimum 6-inches thick.

H. Adjustment of manhole frames and other castings Caltrans Standard Specifications Section 15-2.05A.

3.4 SITE IMPROVEMENTS

A. Remove existing above- and below-grade improvements as indicated and as necessary to facilitate new construction.

B. Remove slabs, paving, curbs, and gutters, as indicated. Where concrete slabs, curb, gutter and asphalt pavements are designated to be removed, remove bases and subbase to surface of underlying, undisturbed soil.

C. Unless the existing full-depth joints coincide with line of pavement demolition, neatly saw-cut to full depth the length of existing pavement to remain before removing existing pavement. Saw-cut faces vertically.

D. Remove driveways, curbs, gutters and sidewalks by saw cutting to full depth. If saw cut falls within 30-inches of a construction joint, expansions joint, score mark or edge, remove material to joint, mark or edge.

3.5 SALVAGED IMPROVEMENTS

A. Salvaged Improvements: Carefully remove items indicated to be salvaged and store where indicated on plans or where designated by the District. Avoid damaging materials designated for salvage.

3.6 DISPOSAL

A. Remove surplus obstructions, demolished materials, and waste materials, including trash and debris, and legally dispose of them off the District’s property.

B. Remove: Unless items are otherwise to remain or be reinstalled, remove and dispose of items. Do not store removed items that are of value to the contractor on site.

C. Remove and Reinstall: Remove items; clean, service and otherwise prepare for service; reinstall in the same location (or in the location shown on drawings).

D. Unidentified Materials: If unidentified materials are discovered, including hazardous materials that will require additional removal other than is required by the Contract Documents, immediately report the discovery to the District. If necessary, the District will arrange for testing or analysis of the discovered materials and will
provide instructions regarding the removal and disposal of the unidentified materials.

3.7 CONSTRUCTION WASTE MANAGEMENT

A. Separate reusable and recyclable products from contaminated waste and debris in accordance with the General Contractor's Waste Management Plan. Place recyclable and reusable products in designated containers and protect from moisture and contamination.

B. For LEED criteria related to waste management, follow the procedure outlined in Section 01 81 13 “Sustainability Design Requirements”.

END OF SECTION
SECTION 02 41 16

BUILDING DEMOLITION

PART 1 - GENERAL

1.01 SUMMARY

A. Section Includes
   1. Obtaining and maintaining current licenses and permits required by authorities having jurisdiction to conduct demolition operations including hauling and disposal of debris
   2. Protection for trees, shrubs and other plantings, power poles and lines, fencing and other site improvements, indicated to remain, whether on or off site
   3. Demolition of designated buildings, structures and appurtenances, including but not limited to the following:
      a. as indicated on Drawings.
   4. Removal of debris from Site

B. Related Sections
   1. Section 01 74 19, Construction Waste Management
   2. Section 02 41 19, Selective Demolition

C. Comply with Title 24, Part 9, California Fire Code, Chapter 33 Fire Safety During Construction and Demolition, during all Phases of project.

1.02 REFERENCE STANDARDS

A. Conform to current adopted reference standards by date of issue of the current code cycle and the date of the Contract Documents.

B. BAAQMD - Bay Area Air Quality Management District
   1. BAAQMD-11.2 - BAAQMD Regulation 11, Rule 2, Asbestos Demolition, Renovation and Manufacturing

C. CBC - 2016 California Building Code
   1. CBC-33 - CBC Chapter 33, Safeguards During Construction

D. CCR-8 - California Code of Regulations (CCR Title 8, Division 1, Dept of Industrial Relations)
   1. CCR-8-3.2 - CCR-8, Div 1, SubChapter 3.2, California Occupational Safety and Health Regulations (Cal/OSHA)
   2. CCR-8.4 - CCR-8, Div 1, Subchapter 4, Construction Safety Orders

E. CFC - 2016 California Fire Code
   1. Chapter 33, Fire Safety During Construction and Demolition.

F. Debris is removed material, that is not salvaged for the Owner’s benefit. Debris becomes the Contractor’s property upon removal.
G. DSA - California General Services, Division of the State Architect, Interpretation of Regulations (IR)
   1. DSA IR 25-2.13 (Rev. 11/9/17) - Metal Suspension Systems for Lay-In Panel Ceilings under 2016 CBC

H. NFPA - National Fire Protection Association
   1. NFPA 241 - Safeguarding Construction, Alteration and Demolition Operations

1.03 SUBMITTALS

A. Informational Submittals
   1. Qualification Data: For demolition firm.
   2. Proposed Dust-Control and Noise-Control Measures: Submit statement or drawing that indicates the measures proposed for use, proposed locations, and proposed time frame for their operation. Identify options if proposed measures are later determined to be inadequate.

B. Record Submittals
   1. Statement of Qualifications from demolition contractor
   2. Certified Copies of Notice to authorities having jurisdiction
   3. Project Record Documents accurately record actual locations of capped utilities.

C. Closeout Submittals
   1. Project Record Documents accurately showing actual locations of capped utilities

1.04 QUALITY ASSURANCE

A. Conduct work in strict compliance with applicable BAAQMD Regulations.
   1. Control dust in accordance with SCAQMD-403.
   2. Handle asbestos containing and asbestos contaminated materials in accordance with BAAQMD-11.2.

B. Conduct work in strict compliance with applicable CBC requirements, with applicable codes and ordinances of local jurisdictions and all laws pertaining to demolition of structures. Where multiple jurisdictions regulate an activity, follow most restrictive requirements.
   2. Comply with requirements of Health Department for extermination of rodent and insect infestations.

C. File notices with BAAQMD at least 10 days prior to beginning work of this Section.

D. File notices with affected utility companies prior to beginning work of this Section and comply with their requirements.
E. Demolition Contractor: specialty demolition contractor, licensed in California, with minimum 6 years' experience conducting building and structure demolition for commercial projects similar in scale, complexity and quality to those required for this Project.

PART 2 - PRODUCTS

2.01 SAFETY BARRICADES

A. Obtain, place and maintain safety barricades and other items required to ensure safety of workers, Owner's personnel and clientele and the public.
   1. Materials may be new or used, subject to approval of authorities having jurisdiction.
   2. Safety barricades shall be of sufficient strength and design to block access and furnish protection for workers, Owner's personnel and clientele and public.

B. Furnish materials for planking, fences, bracing, shoring, lights and warning signs necessary for protection of streets, sidewalks, curbs, adjacent property and public.

C. Furnish other materials, whether or not indicated, that are required for proper completion of demolition and clearing.

2.02 RODENT EXTERMINATION

A. Materials used for rodent extermination shall be approved by Health Department having jurisdiction and shall be applied by persons or companies fully licensed for rodent control operations.

PART 3 - EXECUTION

3.01 EXAMINATION

A. Verify Site conditions are ready for the work of this Section.

B. Do not begin demolition until unsatisfactory conditions are corrected. Beginning demolition means acceptance of existing conditions including preparatory work of others, if any.

3.02 PREPARATION

A. Establish extent of Work under this Section. Verify drawing dimensions with measured field dimensions. Verify adjacent properties and conditions. Report to Architect any field conditions affecting Work of this Section.

B. Protect existing appurtenances and landscaping which are not to be demolished.

C. Do not close or obstruct roadways, sidewalks or hydrants without permits.

D. Prior to commencement of demolition operations, notify Underground Service Alert of Northern California (800) 642-2444, Monday through Friday, 7:00 A.M. to 5:00 P.M.
1. Notification of Underground Service Alert does not relieve Contractor of notifying all utility companies.
2. Disconnect and cap designated utility lines within demolition areas as required by appropriate utility company.

E. Notify companies owning conduits, wires or pipes running to property and underground and gas storage tanks. Arrangement for any required removal and/or capping where required.

F. Protect and maintain conduits, drains, sewers, pipes and wires that are designated to remain on site.

G. Erect and maintain required shoring, backing and protection devices. Prevent movement or settlement of adjacent structures.

H. Provide protection for walks, streets, driveways, adjacent buildings and equipment off site and in adjacent streets.

3.03 SAFETY

A. Assume total responsibility for safety of workers and public in and around demolition area, including adjoining rights-of-way.

B. Erect fences, barriers or barricades necessary to protect public and workers during demolition in accordance with CCR-8.4, Construction Safety Orders. Leave protective barriers and barricades in place until no longer required for protection.

C. Provide adequate warning signs, lighting and devices for vehicular and public protection. Fully maintain during period of Work as required by applicable Safety Ordinances.

D. Inspect safety devices and measures periodically and at end of each work day. Maintain adequate and responsible safety program.

E. Provide adequate safety measures during all hours of day. Prevent unsafe conditions and attractive nuisances, conductive to personal harm or accident after working hours.

F. Maintain fully charged certified compliant fire extinguishers and water hoses readily available during demolition operations, per Section 906 CBC. Test electrical conductors for disconnection prior to removing.

3.04 DISCONNECTION AND PROTECTION OF UTILITIES

A. Before starting demolition, disconnect, or arrange for the disconnection, of utility services such as water, gas, steam, electricity and telephone. Perform such work in accordance with requirements of the utility and authorities having jurisdiction.

B. Preserve, in operating condition, any active utilities traversing Site. Protect utility structures including, but not necessarily limited to mains, manholes, catch basins, valve boxes, poles, guys, lines and other appurtenances encountered.
C. Phase utility disconnections and demolition to minimize interruption of services to Owner's ongoing activities. Where utility interruptions would affect Owner's regular operations, schedule work for times other than regular business hours.

D. Arrange with utility companies furnishing gas, water, telephone, electrical or sewer service to remove equipment or to remove, disconnect, cap or plug or relocate their services to facilitate Project operations.

3.05 EXECUTION

A. Schedule and execute demolition of indicated structures and appurtenances in careful manner with necessary consideration for neighbors and public and to prevent injury to persons and property. Avoid interference with use of, and passage to and from adjoining building and facilities.

B. Take means necessary to prevent spread of dust during demolition and clearing operations. Wet down masonry walls just prior to, and during demolition and thoroughly moisten ground surfaces as often as may be required to prevent dust being nuisance to public, neighbors and simultaneous performance of any other Work on site. Maintain adequate water trucks, hoses and water supply.

C. Cease operations and notify Architect immediately if adjacent walls, ceilings, floors or structures of any kind, appear to be endangered. Do not resume operations until corrective measures have been taken as approved by Architect.

D. Except where noted otherwise, immediately remove demolished material from site and dispose legally. Do not use disposal systems belonging to any other property owner.

E. Do not burn or bury materials on Site.

F. Conduct demolition to minimize interference with adjacent structures or properties.

G. Conduct operations with minimum interference to public or private accesses. Maintain protected egress and access at all times.

H. Obtain written permission from adjacent property Owners when demolition equipment will traverse, infringe upon or limit access to their property.

3.06 DEMOLITION OPERATIONS

A. Dust Control: At all times during Work, effective measures to prevent intrusion of dust, dirt or fumes shall be maintained. This shall include sprinkling or suitable chemical treatment of debris and removal of materials.

B. Materials of demolition shall not accumulate, but shall be promptly removed from site to legal dump or otherwise disposed in accordance with governing authorities.

C. Street and Sidewalks shall be kept reasonably clean during working hours and swept at end of each day. Sidewalks and other surfaces of adjacent properties shall be similarly cleaned daily.
D. Salvage of Utility Materials: Deliver to utility company’s yard all meters, street lights, and other items which are required to be salvaged by utility companies. Other material on site, except where designated, shall become property of Contractor.

E. Remove trees and roots to minimum depth of 18 inches below existing or finish grade, whichever is lower, and within radius of 5 feet beyond perimeter of trunk at ground line. Fill depressions caused by clearing and grubbing operations with satisfactory soil material unless further excavation or earthwork is indicated.
   1. Place fill material in horizontal layers not exceeding a loose depth of 8 inches, and compact each layer to a density equal to adjacent original ground or compact to 90 percent of maximum dry density per ASTM D1557. Bring grade to match surrounding surfaces.

F. Notify Owner of billboard signs and arrange removal completely, including foundations.

G. Replace bench marks, monuments, or other reference points removed or displaced during demolition operations. Hire services of licensed surveyor or civil engineer to replace disturbed bench marks.

3.07 OFF-SITE DEMOLITION

A. Demolition outside of construction limit line is not part of this Contract.

B. Protect light standards, water meters, gas meters, power poles and other utilities from damage.

3.08 DAMAGE REPAIR

A. Repair any damages to public or private property resulting from Work of this Section whether directly or indirectly caused.

3.09 CLEAN-UP

A. Maintain cleanliness on roadways and other public areas used by equipment. Contractor shall be responsible for immediate removal of spillage on pavings, sidewalks or adjacent properties.

B. Tools, equipment, and appliances used in Work of this Section shall be completely removed from site upon completion of Work.

C. Leave protective barriers and barricades in place until removal is authorized by the Owner.

END OF SECTION
SECTION 02 41 19

SELECTIVE DEMOLITION

PART 1 - GENERAL

1.01 SECTION INCLUDES

A. Remove designated building equipment, fixtures, components and utilities to permit installation of new construction.

B. Include Work required to demolish and remove elements of existing construction including partitions, walls, concrete and similar elements of existing construction, all as noted on Drawings or as required to permit installation of new construction. Refer to Cutting and Patching in Section 01 70 00 for differentiation between “Demolition” and “Cutting and Patching”.
   1. Demolish Sitework and bleachers as indicated.

C. Comply with Title 24, Part 9, California Fire Code, Chapter 33 Fire Safety During Construction and Demolition, during all Phases of project.

1.02 REFERENCE STANDARDS

A. Conform to current adopted reference standards by date of issue of the current code cycle and the date of the Contract Documents.

B. CBC - 2016 California Building Code
   1. CBC-19A - CBC Chapter 19A, Concrete (for DSA)
   2. CBC-33 - CBC Chapter 33, Safeguards During Construction

C. CCR - California Code of Regulations
   1. CCR-8.4 - Title 8, Subchapter 4, Construction Safety Orders

D. CFC - 2016 California Fire Code
   1. CFC-5 - CFC Chapter 5, Fire Service Features
   2. CFC-7, CFC Chapter 7, Fire-Resistance-Rated Construction
   3. CFC-9 - CFC Chapter 9, Fire Protection Systems
   4. CFC-33 - CFC Chapter 33, Fire Safety During Construction and Demolition

E. ICRI - International Concrete Repair Institute.

F. DSA IR 25-5 - Division of the State Architect Interpretation of Regulations

G. NFPA - National Fire Protection Association
   1. NFPA 241- Safeguarding Construction, Alteration and Demolition Operations

1.03 ADMINISTRATIVE REQUIREMENTS

A. Pre-Demolition Conference: Conduct conference at Project site to comply with below and requirements in Division 01.
B. Contractor shall schedule meeting after Notice of Award to review demolition operations.

C. Attendance Required: Owner, Architect, Contractor, Demolition Subcontractors, Project Inspector.

D. Construction Process:
   1. Contractor shall discuss overview of demolition procedures.
   2. Contractor shall identify items to be selected by Owner for salvage.
   3. Contractor shall review special requirements for equipment, safety, and noise.

E. Architect will record minutes and distribute copies within seven days after meeting to participants and those affected by decisions made.

1.04 SUBMITTALS

A. Project Record Documents accurately record actual locations of capped utilities.

B. Pre-demolition Photographs or Video: Show existing conditions of adjoining construction, including finish surfaces, that might be misconstrued as damage caused by demolition operations. Submit before Work begins.

PART 2 - PRODUCTS

2.01 NOT USED.

PART 3 - EXECUTION

3.01 PREPARATION

A. Disconnect, remove and cap designated utility services within demolition areas. Notify Owner 48 hours in advance of any utility shut-down.

B. Prior to commencement of demolition operations, notify Underground Service Alert of Northern California (800) 642-2444, Monday through Friday, 7:00 A.M. to 5:00 P.M.

C. Protection:
   1. Protect existing items that are not indicated to be altered.
   2. Adequately protect staff and public from harm and accident during demolition operations by the erection of proper barricades, signs, lighting, guard rails or other safety precautions. Conform to Title 8, Subchapter 4, CCR and NFPA 241.
   3. Protective Devices: Install substantial enclosures, weatherproof and dust-proof shields, protective covers, screens and similar devices. Erect and move when necessary to permit use of existing rooms, areas or facilities. Remove entirely when their use is no longer essential. Patch or repair all areas where devices have been removed.
3.02 TEMPORARY MEASURES - LIFE SAFETY

A. Emergency Exits: No enclosure, shield or protective covering shall interfere with use of emergency exits in existing facilities at any time. Rated egress systems shall provide temporary rated egress.

B. Maintain fully charged certified compliant fire extinguishers and water hoses readily available during demolition operations, per Section 906 CBC. Test electrical conductors for disconnection prior to removing.

C. Provide temporary, but equivalent, fire alarm, detection or suppression systems when any system is impaired by Work of this Section. Temporary systems shall be inspected and tested monthly or at other more frequent intervals as required by Owner.
   1. Impairment of fire protection systems, Section 3308.6: Impairments to any fire protection system shall be in accordance with Section 901.
   2. Systems out of Service: Per requirement of Section 901.7 through 901.7.6, California Fire Code.

D. Maintain free and unobstructed access to emergency services per Title 19, CFC 503.1; 503.1.1, 503.4; and Appendix D, CFC Chapter 33 Sections 3310.1; 3312.1 and when required by Owner.

E. Post NO SMOKING signs in English and Spanish, in number and location as approved by Architect.

F. Reduce flammable and combustible fire load to minimum by daily removal of debris.

G. Instruct construction personnel in fire safety and fire drill policies appropriate for areas where demolition operations occur.

H. Deployment, disposition, administration and implementation of any and all safety measures shall be sole responsibility of Contractor.

3.03 EXECUTION

A. Demolish in orderly and careful manner. Maintain protected egress and access at all times.

B. Except where noted otherwise, immediately remove demolished materials from site and dispose legally. Do not utilize Owner's disposal system.

C. Remove materials to be re-installed or retained in manner to prevent damage. Store and protect until re-installation.

D. Do not burn or bury materials on site.

E. Upon completion of Work, leave areas of Work in clean condition.
3.04 SELECTIVE DEMOLITION, REPAIR AND ALTERATIONS WORK

A. New and existing Work that is cut into, altered, damaged, relocated or reinstalled shall be restored to original conditions. Workmanship and materials to conform to applicable provisions of other applicable Sections of Specifications.

B. Cutting Equipment: Jack-hammers and vibratory cutting equipment may be utilized under following conditions:
1. Approval by Owner.
2. Time of day and duration of Work on each given day shall be coordinated with Project Inspector and Owner. Minimum of 24 hours advance notice required.
3. Compressors shall be well muffled.
4. Every consideration shall be exercised toward comfort of staff and public. Excessive noise or vibrations will constitute just cause for immediate stoppage of Work.

C. Cutting:
1. Conform to Provisions of Division 01, General Requirements.
2. Concrete: Cut with saws or other approved method, but do not overcut openings. Reinforcing bars, except where bonded into new concrete, shall be cut off and ends painted with bituminous paint before being enclosed.
3. Structural Members: Cut only when authorized by Architect and approved by Structural engineer of Record, and DGS/DSA. Agency approvals shall be obtained by Architect, not by Contractor.
4. Slab-on-grade concrete cutting; saw cut areas indicated, remove aggregate course and excavate subgrade for utility trenches required for depths, and for other non-utility areas as indicated.
   a. Bedding materials for utility trenches: sand consisting of natural or manufactured granular material conforming to Subsection 200-1.5.5, SSPWC, must achieve compaction of a minimum 90%.
   b. Backfill, stockpiled fill: Granular, free of debris, no gravel larger than 3 inches in any dimension, non-expansive, approved by the Architect prior to placement on the site. Install clean backfill and re-compact 6• lifts to 90% per ASTM D1557.
   c. Install reinforcing steel, match existing sizes and spacing, minimum #3 deformed bars spaced 18• oc. Dowel in place by drilling 12• inches into existing concrete and epoxy in place.
   d. Underslab Vapor Barrier: ASTM E 1745, Class A, 15 mils thick, Permeance as tested before and after mandatory conditioning (ASTM E 1745 Section 7.1 and sub-paragraphs 7.1.1 - 7.1.5); less than 0.01 grains/(ft²/hr/inHg).
   e. Install and finish Concrete, minimum 4000 psi compressive strength. Finish: to match existing surface.

D. Patching, Repairing and Finishing:
1. Concrete: Edges of existing concrete shall be kept damp for 24 hours and scrubbed with Neat Portland Cement grout just before new concrete is placed. In lieu thereof, an approved epoxy concrete adhesive may be used. Finish shall match existing adjoining Work.
2. Unless otherwise approved concrete shall match strength of existing concrete or be minimum 3000 psi concrete for patching slabs on grade. Strength of concrete for patching structural members or deck fill shall be determined by Architect. Where cut edges are to remain exposed, finish edges with cement mortar at least 3/4 inch thick, applied over epoxy adhesive and finished to match adjoining surfaces.

3. Concrete mix for patching shall comply with Section 1905A.3 California Building Code

E. Asphalt Paving: remove AC paving including sub-base where indicated in drawings and disposed in legal dumpsites, crushing operations on site and re-use of pulverized AC not permitted.
   1. Remove AC striping, lettering, game lines and markings by wet sandblasting machine with sufficient sand, water, and air capacity to completely remove existing striping, [game lines] or markings. Machine shall meet all requirements of air pollution control district having jurisdiction. Conform to Section 310-5.6.3 Standard Specifications for Public Works Construction.

F. Removal of concrete flatwork: remove concrete paving (panel) to the nearest expansion joint or contraction joint and provide matching concrete surface to abut to new work at same finish levels unless noted otherwise.

G. Work shall be fully coordinated to ensure proper sequence, limits, methods and time of performance. Arrange Work so as to impose a minimum of hardship on present operation of facilities.

H. Miscellaneous Removal Items: Items not specifically mentioned shall be removed as indicated on drawings.

I. Miscellaneous Work: Items not specifically mentioned shall be repaired, patched or finished like new Work or to match existing adjoining surfaces as approved. Surfaces damaged shall be restored to original condition.

3.05 SALVAGE AND DISPOSAL

A. Salvage: Offer Owner first right of refusal for the removed materials that may have residual value. Remove items designated by the Owner to be salvaged with care. Clean, wrap or crate for storage and handling, and deliver to Owner as directed.
   1. Salvaged items: as indicated.

B. Disposal: Removed material, other than items directed to be salvaged or indicated to be reused, become Contractor's property upon removal, and shall be removed from site. Debris shall be picked up and disposed of, off site, by Contractor promptly and continuously as Work progresses, and not allowed to accumulate. Sprinkle the debris to prevent dust nuisance. Secure and pay for required hauling permits and pay dumping fees and charges. Contractor shall make every reasonable effort to divert debris to recycling or reuse facilities.

END OF SECTION
Limited Hazardous Materials
Abatement Specification Package

Diablo Valley College PE Complex Renovation Project
Phase I
321 Golf Club Road
Pleasant Hill, California
July 25, 2019
Terracon Project No. R1197205

Prepared for:
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Pleasant Hill, California

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SECTION 02 82 00
ASBESTOS ABATEMENT AND DISPOSAL

PART 1 - GENERAL

1.1 RELATED DOCUMENTS
A. The General Conditions and Division I General Requirements shall be included in and made part of this Section.
B. Examine all project drawings and documents including other Sections of the Specifications for requirements therein affecting the work of this Section of the Specifications.

1.2 COMPLIANCE AND INTENT
A. The Contractor is responsible for repair, to the satisfaction of the Contra Costa Community College District (District), of surfaces not scheduled for abatement or demolition that become damaged as a result of the work.
B. Contractor shall coordinate removal with all site requirements related to protection of existing site buildings and utilities. Water and encapsulants used during abatement work must not migrate beyond established regulated work area barriers. Additional precautions must be followed when working adjacent to existing structures.
C. This project deals with abatement of asbestos-containing materials (ACMs) and materials with asbestos content from three structures located within the physical education area of the Diablo Valley College campus in Pleasant Hill, California. It is necessary for the Contractor to coordinate all abatement work with the project drawings and specifications. During all work, provide monitoring and worker protective equipment in accordance with the California Occupational Safety and Health Administration (Cal-OSHA) and as required by this specification. Where there is conflict, the most stringent requirement shall apply.
D. The work covered by this specification includes the handling, removal, and proper disposal of ACMs and materials with asbestos content. All hazardous materials shall be removed and disposed of according to all federal, state, and local regulations. The Contractor shall determine if additional hazardous materials will be impacted by the scope of the abatement work. The cleanup of any incidental asbestos found in areas undergoing abatement of asbestos that become separated from the building during the dismantling process are part of the work.
E. The abatement workers shall have received Cal-OSHA and Asbestos Hazard Emergency Response Act (AHERA) accredited training and be certified for asbestos abatement work.
F. Any work that is likely to disturb ACMs remaining must be completed by workers trained at minimum for Class III Asbestos O&M work.
G. Furnish all labor, materials, facilities, equipment, services, employee training, medical monitoring, permits and agreements necessary to perform the work required for asbestos abatement in accordance with this specification.
H. Comply with all federal, state, and local regulations pertaining to asbestos removal, storage, transportation and disposal; employee health and safety; Contractor certifications; and all licenses, permits, and training.
I. Work on the premises shall be confined to areas designated in the Project Documents. Materials and equipment shall be stored within areas designated by the District. Should additional space be required, the Contractor shall request permission for additional space.
J. Perform all work specified herein with competent persons trained, knowledgeable, and qualified in state-of-the-art techniques relating to asbestos abatement, handling, and the subsequent cleaning of contaminated areas.

K. During removal activities, the Contractor shall protect against contamination of soil, water, plant life, sensitive building finishes, and adjacent building areas. Contractor shall ensure that there is no airborne release of asbestos fibers or visible dusts. The District may collect air samples in the building and in adjacent areas to evaluate the Contractor’s performance. Evidence of airborne levels of contaminants above background will require the implementation of additional controls.

L. It is the Contractor’s responsibility to determine the quantities of ACMs that will require removal prior to commencement of the project. The Contractor shall conduct a site visit to determine exact locations of materials that will require abatement. This section provides appropriate protocols for handling and disposal of ACMs and materials with asbestos content. All ACMs shall be removed according to the requirements outlined in this specification. If additional suspect ACMs are discovered during the course of the abatement work, immediately notify the District.

M. The work of this section shall be performed by an entity that holds a current, valid C-22 license issued by the California Contractors State License Board (CSLB) and a current valid Certificate of Registration for Asbestos-Related Work issued by the California Department of Industrial Relations-Division of Occupational Safety and Health (Cal-OSHA), unless otherwise specified. Display copies of CSLB license and Cal-OSHA Registration in a visible place at the job-site.

N. ACMs and materials with asbestos content removed during the abatement activities shall be disposed of in an approved manner complying with all applicable federal, state, and local regulations. Appropriate waste manifests or letters of salvage shall be furnished to the District thereby limiting the District’s liability for improperly salvaged items. Materials are conveyed to the Contractor “as is,” without any warranty, express or implied, including but not limited to, any warranty to marketability or fitness for a particular purpose, or any purpose. The District or the District’s Environmental Consultant shall approve of any hazardous waste disposal site(s) prior to disposal for materials that may be disposed of in that manner.

O. All interior asbestos abatement work shall be conducted using a negative pressure enclosure and three stage decontamination unit unless otherwise specified. The removal of any exterior ACMs by mechanical methods or aggressive methods that render the material friable must be removed in a negative-pressure enclosure. Evidence of the release of asbestos above the background level will necessitate additional controls including but not limited to an enclosure.

1.3 DEFINITIONS
The following definitions pertain to work of this section.
1. Abatement: Process of controlling fiber release from ACMs including encapsulation, enclosure, controlled renovation procedures, removal, clean-up and disposal.
2. ACM: Asbestos-containing material
3. Aggressive Sampling: Air sampling either during or following the agitation of the air.
5. Airlock: A system for permitting ingress and egress with minimum air movement between a contaminated area and uncontaminated areas. Typically consists of two curtained or gasketed doorways separated by a distance of at least six feet such that one passes through one doorway into the airlock, allowing the doorway to close off the opening. This airlock must be maintained in uncontaminated condition at all times.
6. Ambient Air Quality: The quality of air (in terms of airborne fiber content) that is present in a given space.
7. Area Monitoring: Sampling of airborne asbestos fiber concentrations within the work area and outside the work area. Sampling shall represent airborne concentrations that may reach the breathing zone.
8. Asbestos Fibers: Refers to asbestos fibers having an aspect ratio of 3:1, and those fibers longer than five (5) microns.
9. Asbestos Permissible Exposure Limit (PEL): A level of airborne fibers specified by OSHA as an occupational exposure standard for asbestos. This level represents the 8-hour time-weighted average of
0.1 fibers per cubic centimeter of air as measured by Phase Contrast Microscopy (PCM) analytical method.

10. Asbestos-Containing Material (ACM): Those manufactured products and construction materials including structural and mechanical building materials, as well as packings and gaskets that contain more than one percent (1.0%) asbestos by weight.

11. Asbestos: Asbestos includes asbestiform varieties of serpentine (chrysotile), riebeckite (crocidolite), cummingtonite-gunterite (amosite), anthophyllite, tremolite, and actinolite. For the purposes of determining worker respiratory protection, both the asbestiform and non-asbestiform of the above minerals, and any chemically treated or altered materials shall be considered as asbestos.

12. Authorized Visitor: Designated employees or consultants for the District and representatives of any federal, state or local regulatory or other agency having jurisdiction over the project.

13. Baseline: Refers to the background levels of asbestos monitored before abatement.

14. Breathing Zone: A hemisphere forward of the shoulders and head with a radius of approximately six to nine inches.

15. Breach: A rift or gap in the critical or secondary barriers that allow egress of air from the containment to outside, or vice versa.

16. Bridging Encapsulant: An encapsulant that forms a discrete layer on the surface of an in-situ asbestos matrix.


18. Chain-of-Custody: A legal concept involving documentation of the physical possession of a sample(s) from the moment it is collected, transported, analyzed, and ultimately stored in an archive.

19. Change Rooms: Refers to the two chambers in the decontamination area used to change into and out of protective clothing.

20. Certified Industrial Hygienist (CIH): A person certified by the American Board of Industrial Hygiene.

21. Clean Room: An uncontaminated area or room that is part of the worker decontamination enclosure system, with provisions for storage of workers’ street clothes and protective equipment.

22. Clearance Level: Clearance level for samples analyzed by PCM will be less than 0.01 fibers per cubic centimeter of air and for TEM will be less than 70 structures per square millimeter (<70 s/mm²). Samples may be collected by aggressive or non-aggressive sampling methods and the minimum air volume shall be 1,200 liters.

23. Competent Person: One who is capable of identifying existing and predictable hazards and who has the authority to take prompt corrective measures to eliminate them.

24. Critical Barrier: A unit of temporary construction that provides the only separation between asbestos work area and an adjacent potential occupied space. This includes the decontamination unit, perimeter walls, ceilings, penetrations and any temporary critical barriers between the work area and the uncontaminated environment.

25. CSLB: Contractors State Licensing Board.

26. Decontamination Area: Area which is constructed to provide the means for workers to store clothing, equipment and other articles, and to properly remove contamination upon concluding work activities that result in exposure to these hazardous materials.

27. District: Contra Costa Community College District.

28. DOP: Dioctylphthalate, the challenge aerosol used to perform on-site leak testing of HEPA filtration equipment.

29. DOT: Federal Department of Transportation.

30. DOSH: Division of Occupational Safety & Health (see also Cal-OSHA).

31. Decontamination Unit: Refers to system of airlocks used to decontaminate personnel, waste bags, equipment, etc. when exiting the work area. A decontamination unit shall be set up for each containment area.

32. Demolition: The wrecking or taking out of any load-supporting structural member of a facility together with any related handling operations or the intentional burning of any facility.

33. Disposal Bag: Minimum six (6) mil thick leak-tight plastic bags used for transporting asbestos waste from a work area to disposal or shipping container. Each disposal bag must have required labels according to Title 8 CCR 1529 (Cal-OSHA asbestos rule), 5194 (HAZCOM). RACM waste must be additionally labeled according to 49 CFR 171-179 (USDOT), and 40 CFR 61 Subpart M (NESHAP).
waste disposal bags must be labeled with generator’s name, address, site location, generator number, and the following information:

CONTAINS ASBESTOS FIBERS
AVOID CREATING DUST
MAY CAUSE CANCER
CAUSES DAMAGE TO LUNGS
DO NOT BREATHE DUST
AVOID CREATING DUST
RQ WASTE ASBESTOS, 9 NA 2212 PG III
(Class 9 placard)
HAZARDOUS WASTE
STATE AND FEDERAL LAW
PROHIBITS IMPROPER DISPOSAL
IF FOUND, CONTACT THE NEAREST
POLICE OR PUBLIC SAFETY
AUTHORITY OR THE CALIFORNIA
DEPARTMENT OF TOXIC SUBSTANCES CONTROL

34. Encapsulant: A liquid material that can be applied to ACMs that controls the possible release of asbestos fibers from the material either by creating a membrane over the surface (bridging) or by penetrating the material and binding its components together (penetrating encapsulant).

35. Encapsulation: A specified procedure necessary to coat ACMs or asbestos contaminated surfaces with an encapsulant to control the possible release of asbestos fibers into the ambient air.

36. Enclosure: The construction of an airtight, impermeable, permanent barrier surrounding the ACM to prevent the release of asbestos fibers into the air.

37. Environmental Consultant: CIH, Certified Asbestos Consultant (CAC), and/or Certified Site Surveillance Technician (CSST) retained by the District or Contractor.

38. Equipment Decontamination Enclosure System: A decontamination enclosure system for materials and equipment, typically in a designated area of the work area, and including a washroom, a holding area, and an uncontaminated area.

39. Equipment Room: A contaminated area or room that is part of the worker decontamination enclosure system, with provisions for storage of contaminated clothing and equipment. The equipment room shall be kept clean from asbestos-containing debris at all times.

40. Excursion Limit: A California Code of Regulations (Title 8 CCR 1529) requirement that ensures no employee exposed to airborne concentrations of asbestos in excess of 1.0 fibers per cubic centimeter of air as averaged over a sampling period of thirty (30) minutes.

41. Filter: A media component used in respirators to remove solid or liquid particles from the inspired air.

42. Fixed Object: A unit of equipment or furniture in the work area that cannot be removed from the work area.

43. Friable Asbestos-Containing Material: Material that contains more than 1.0% asbestos by weight, and that can be crumbled, pulverized or reduced to powder by hand pressure when dry.

44. Foreman: An individual who typically fulfills the duties of “competent person” as defined by Title 8 CCR 1529. This individual must supply documentation of a passing grade in a Cal-OSHA accredited course in Asbestos Contractor/Supervisor training. The foreman must be on-site during all abatement work.

45. Glove Bag: A polyethylene bag with two inward projecting long sleeve gloves, designed to enclose an object from which an ACM is to be removed. Bags shall be seamless at the bottom, have a minimum thickness of 6 mils, and shall be labeled appropriately.

46. Glove Bag Technique: A method for removing ACM from heating, ventilation and air conditioning (HVAC) ducts, piping runs, valves, joints, elbows, and other non-planar surfaces. The glove bag is constructed and installed in such a manner that it surrounds the object or material to be removed and contains all asbestos fibers released during the process. Secondary containment shall be provided for all glove bag work unless otherwise noted.
47. Gross or Full Abatement: Designated rooms, spaces, or areas of the project that have been totally sealed, contained in polyethylene, equipped with decontamination enclosure systems, and placed under negative pressure.

48. HEPA: High Efficiency Particulate Air filter capable of filtering out airborne particulate 0.3 microns or greater in diameter at 99.97 percent efficiency.

49. Manifest: The document authorized by both Federal and State authorities for tracking the movement of ACMs.

50. Movable Object: A unit of equipment or furniture in the work area that can be removed from the work area.

51. Negative Pressure Respirator: A respirator in which the air pressure inside the respiratory inlet covering is positive during exhalation in relation to the air pressure of the outside atmosphere, and negative during inhalation in relation to the air pressure of the outside atmosphere.

52. Negative Pressure: Air pressure lower than surrounding areas, generally caused by exhausting air from a sealed space (work area).


54. NIOSH: National Institute for Occupational Safety and Health: Sets test standards, analytical methods, and certifies performance of various respirator designs (research institute within Federal OSHA).

55. NIST: National Institute of Standards and Technology: Administers the NVLAP Program.

56. NOA: Naturally Occurring Asbestos. Found in soil, fill and concrete.

57. NVLAP: National Voluntary Laboratory Accreditation Program – evaluates and certifies laboratories doing PLM and TEM analyses.

58. Passive Sampling: Refers to air sampling with no air agitation.

59. Permissible Exposure Limits (PEL): A level of airborne fibers specified by OSHA as an occupational exposure standard for asbestos. This level represents the 8-hour time-weighted average of 0.1 fibers per cubic centimeter of air and 30-minute excursion limit of 1.0 fibers per cubic centimeter of air as measured by Phase Contrast Microscopy (PCM) analytical method.

60. Phase Contrast Microscopy (PCM): Technique using a light microscope equipped to provide enhanced contrast between the fibers and the background. Filters are cleared with a chemical solution and viewed through the microscope at a magnification of approximately 400X. This method does not distinguish between fiber types and only counts those fibers longer than 5 microns and wider than approximately 0.25 microns. Because of these limitations, fiber counts by PCM typically provide only an index of the total concentration of airborne asbestos in the environment monitored.

61. Polarized Light Microscopy (PLM): An optical microscope technique used to identify asbestos content and distinguish between different types of asbestos fibers by their shape and unique optical properties.

62. Powered Air Purifying Respirator (PAPR): A full facepiece respirator that has the breathing air powered to the wearer after it has been purified through a filter.

63. Protection Factor: The ratio of the ambient concentration of an airborne substance to the concentration of the substance inside the respirator at the breathing zone of the wearer. The protection factor is a measure of the degree of protection provided by a respirator to the wearer.

64. Remodel: Replacement or improvement of an existing building or portion thereof where exposure to airborne asbestos may result. Remodel includes, but is not limited to, installation of materials, demolition, cutting, patching, and removal of building materials.

65. Respirator: A device designed to protect the wearer from the inhalation of harmful atmospheres.

66. Shower Room: A room between the clean room and the equipment room in the work decontamination enclosure system. This room contains hot and cold or warm running water and soap suitably arranged for complete showering during decontamination. The shower room comprises an airlock between contaminated and clean areas.

67. Surfactant: A chemical wetting agent added to water to improve penetration, this reducing the quantity of water required for a given operation or area.

68. Transmission Electron Microscopy (TEM): Asbestos structure analysis for a specified volume of air. TEM is a technique that focuses an electron beam onto a thin sample. As the beams transmit through certain areas of the sample, an image resulting from varying densities of the sample is projected onto a fluorescent screen. TEM is the state-of-the-art analytical method for identifying asbestos fibers collected...
in air samples in non-industrial settings. TEM microscopes equipped with selected area electron diffraction (SAED) capabilities also can provide information on the crystal structure of an individual particle.

69. TSI – Thermal Systems Insulation

70. Visible Emissions: Any emission containing particulate material that is visually detectable without the aid of instruments. This does not include condensed uncombined water vapor.

71. Visual Inspection: A visual inspection by Environmental Consultant, of the work area under adequate lighting to ensure that the work area is free of visible PCB material, debris, and dust.

72. Washroom: A room between the work area and the holding area in the equipment decontamination enclosure system equipped with water for decontamination of equipment and sealed waste containers. The washroom or shower room comprises one airlock.

73. Water Filtration: Refers to water filtration to as small a particulate size as technically feasible, but not more than 5 microns.

74. Wet Cleaning: The process of eliminating asbestos contamination from building surfaces and objects by using cloths, mops, HEPA vacuuming, or other cleaning utensils dampened with amended water and afterward thoroughly decontaminated or disposed of as asbestos contaminated waste.

75. Work Area: The area where asbestos removal is performed and that is defined or isolated to prevent the spread of asbestos fibers, dust or debris, and entry by unauthorized personnel. Work area is a regulated area as defined by Title 8 CCR 1529.

1.4 SCOPE OF WORK

A. Provide the removal of ACMs and materials with asbestos content as specified in this section. Reference all other sections of the Specifications and other sections included in the contract documents for information and requirements that affect the work of this Section.

B. Table 1 attached provides estimated quantities of ACMs requiring removal. The Contractor is responsible for field verifying quantities of ACMs and difficulty in abating the same.

C. Subsurface utilities including gas, water, drainage, and mechanical pipes exist around the site structures. Asbestos containing asphalt coated, insulated, and asbestos cement pipes may be encountered during required demolition of the structures and subsurface utilities. Abatement scope shall include removal of all suspect asbestos containing subsurface piping scheduled for demolition. The contractor shall provide unit costs for the potential additions within their base bid.

D. Drywall wall systems with known ACM texturing compounds within the Concessions Building shall be disposed of as a regulated asbestos-containing material (RACM). Additionally, all Category I and Category II materials rendered friable during the removal process such as use of mechanical removal methods will be managed and disposed as RACM.

E. The following materials can be disposed of as Category II Non-friable ACMs if they are not rendered friable during removal:
   - Assumed mirror mastics within the Faculty Office restroom and locker room areas.
   - Lavender colored sink undercoating material from the western workroom in the Faculty Office Building
   - Transite paneling in the Faculty Office restroom area and the Office Adjacent Electrical Enclosure Area

F. The following asbestos containing construction material (ACCM) can be disposed of as construction debris:
   - Untextured drywall wall systems in the Concessions Building, Faculty Office Building and the Office Adjacent Electrical Enclosure Area that have been point counted and confirmed to contain asbestos in concentrations lower than 1%.
<table>
<thead>
<tr>
<th>Material Description</th>
<th>Material Location</th>
<th>Anticipated Waste Category</th>
<th>Asbestos Concentration</th>
<th>Estimated Quantity*</th>
</tr>
</thead>
<tbody>
<tr>
<td>Transite Wainscot System</td>
<td>Building 69, PE Offices, 1st Floor Interior - Material is Present throughout Wall Systems in Restroom Areas</td>
<td>Category II Non-Friable</td>
<td>12% Chrysotile, &lt; 1% Crocidolite</td>
<td>2,000 sf</td>
</tr>
<tr>
<td>Wall System - Drywall and Joint Compound</td>
<td>Building 69, PE Offices, 1st Floor Interior - Material is Present Throughout Interior Wall Systems</td>
<td>Construction Debris (Non-Hazardous)</td>
<td>Drywall: ND Joint Compound: 2% Chrysotile Composite: 0.5% Chrysotile by 400 Point Count</td>
<td>5,000 sf</td>
</tr>
<tr>
<td>Sink Undercoating Mastic - Lavender</td>
<td>Building 69, PE Offices, 1st Floor Interior - Western Workroom Area at Northern Sink</td>
<td>Category II Non-Friable</td>
<td>2% Chrysotile</td>
<td>4 sf</td>
</tr>
<tr>
<td>Mirror Mastic</td>
<td>Building 69, PE Offices - Assumed to be Present Behind Restroom Mirrors</td>
<td>Category II Non-Friable</td>
<td>ASSUMED</td>
<td>150 sf</td>
</tr>
<tr>
<td>Concessions Stand Building</td>
<td>Concessions Stand Building, Interior - Material is Present Throughout Interior Wall Systems</td>
<td>RACM</td>
<td>Drywall: ND Joint Compound: 2% Chrysotile Texture: 2% Chrysotile</td>
<td>3,000 sf</td>
</tr>
<tr>
<td>Material Description</td>
<td>Material Location</td>
<td>Anticipated Waste Category</td>
<td>Asbestos Concentration</td>
<td>Estimated Quantity*</td>
</tr>
<tr>
<td>----------------------</td>
<td>-------------------</td>
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<td>------------------------</td>
<td>---------------------</td>
</tr>
<tr>
<td>Wall System - Smooth Drywall and Joint Compound</td>
<td>Concessions Stand Building, Interior - Material is Present Throughout Interior Wall Systems</td>
<td>Construction Debris (Non-Hazardous)</td>
<td>Drywall: ND Joint Compound: 2% Chrysotile Composite: 0.5% Chrysotile by 400 Point Count</td>
<td>500 sf</td>
</tr>
<tr>
<td>Drywall Texturing Material - &quot;Orange Peel&quot; Style</td>
<td>Concessions Stand Building, Interior - Material is Present Throughout Interior Wall Systems</td>
<td>RACM</td>
<td>2% Chrysotile</td>
<td>3,000 sf (included above)</td>
</tr>
</tbody>
</table>

**Kinesiology Electrical Enclosure Area**

<table>
<thead>
<tr>
<th>Material Description</th>
<th>Material Location</th>
<th>Anticipated Waste Category</th>
<th>Asbestos Concentration</th>
<th>Estimated Quantity*</th>
</tr>
</thead>
<tbody>
<tr>
<td>Transite Paneling - Tan</td>
<td>Kinesiology Area Electrical Enclosure - Elec Material is Present Throughout Interior Wall Systems</td>
<td>Category II Non-Friable</td>
<td>6% Chrysotile, &lt; 1% Amosite</td>
<td>800 sf</td>
</tr>
<tr>
<td>Wall System Drywall and Joint Compound</td>
<td>Kinesiology Area Electrical Enclosure - Material is Present Throughout Interior Wall Systems</td>
<td>Construction Debris (Non-Hazardous)</td>
<td>Drywall: ND Joint Compound: 2% Chrysotile Composite: 0.25% Chrysotile by 400 Point Count</td>
<td>1,400 sf</td>
</tr>
</tbody>
</table>

None Detected, NA = Not Applicable, RACM = Regulated asbestos containing material (note ACM must be reclassified as a RACM if rendered friable during removal), sf = square feet, *Estimated quantity should be field verified prior to abatement

### 1.5 REFERENCES

The publications listed below form a part of this specification by reference. The publications are referred to in the text by basic designation only. If there is a conflict between any of the listed regulations or standards, then the most stringent or restrictive shall apply.

A. American National Standards Institute (ANSI) and American Society for Testing and Materials (ASTM)
   1. ANSI Z9.2-2018 Fundamentals Governing the Design and Operation of Local Exhaust Systems
   2. ANSI Z87.1-2015, Occupational and Educational Eye and Face Protection
   3. ANSI Z88.2-2015, Respiratory Protection
   4. ANSI/ISEA Z89.1-2014, Requirements for Protective Headgear for Industrial Workers
   5. ANSI Z88.6, 1984, Respiratory Protection – Respiratory Use Physical Qualifications for Personnel
   7. ASTM D 522-2017, Mandrel Bend Test of Attached Organic Coatings
8. ASTM D 1331 - 2014, Solutions of Surface-Active Agents
11. ASTM E 96 - 2016, Water Vapor Transmission of Materials
14. ASTM E 1368 - 2014, Visual Inspection of Asbestos Abatement Projects
16. ASTM F2412/F2413 - 2005, Personal Protection - Protective Footwear

B. California Assembly Bills (CAB)
   1. CAB 040, Yearly Registration of Contractors

C. California Code of Regulations (CCR)
   1. Title 8 CCR 5208, General Industry - Asbestos
   2. CCR CARS, Carcinogen and Asbestos Registration Sections 340-344.53, 341.6 Amended, and 341.9 Amended Through 341.14
   3. CCR ESO, Electrical Safety Orders, Chapter 4, Subchapter 5
   4. CCR 1523, Illumination
   5. CCR 1529, Asbestos in the Construction Industry
   6. CCR 3203, Injury and Illness Prevention Program
   7. CCR 3204, Access to Employee Exposure and Medical Records
   8. CCR 3220, Emergency Action Plan
   9. CCR 3221, Fire Prevention Plan
   10. CCR 5144, Respiratory Protection Equipment Standard
   11. CCR 5194, Hazard Communication Standard
   12. CCR5155 Airborne Contaminants
   13. CCR 6003, Accident Prevention Signs
   14. Title 22, Division 4, Minimum Standards for Management of Hazardous and Extremely Hazardous Waste

D. California Health Services (CHS) Titles 22 and 23, California Administrative Code Disposal Requirements
   1. CHS 25123, Section 25123
   2. CHS 25124, Section 25124
   3. CHS 25143, Section 25143
   4. CHS 25163, Section 25163
   5. CHS 66508, Section 66508
   6. CHS 66510, Section 66510
   7. CHS DIV 4, Division 4, Commencing with Section 66000, "Disposal"

E. California Health and Safety Code (CHSC)
   CHSC 20
   1. Division 20, Commencing with Section 24200

F. California Labor Code (CLC)
   1. CLC DIVISION 5, Part 1, commencing with 6300

G. California Propositions (CP)
   1. CP 65, Proposition 65

H. California State Board of Equalization (CSBE)
   1. CSBE ETU, Excise Tax Unit

I. California State License Board (CSLB)
   1. CSLB CBPC, California Business and Professional Code Sections 7058.5 and 7058.7, "Certification"
J. Code of Federal Regulations (CFR)
1. 29 CFR 1910.134, Respiratory Protection
2. 29 CFR 1910.141, Sanitation
3. 29 CFR 1910.145, Accident Prevention Signs and Tags
4. 29 CFR 1926.21, Safety Training and Education
5. 29 CFR 1926.55, Gases, Vapors, Fumes, Dusts, and Mists
6. 29 CFR 1926.65, Hazardous Waste Operations and Emergency Response
7. 29 CFR 1926.59, Hazard Communication
8. 29CFR 1910.1000, Air Contaminants
9. 29 CFR 1926.1101, Asbestos
11. 40 CFR 61-SUBPART M, National Emission Standard for Asbestos
13. 40 CFR 745, Lead; Requirements for Lead-Based Paint Activities
14. 40 CFR 763, Asbestos Containing Material in Schools

K. State and Local Regulations
1. Regulation 11, Rule 2, Bay Area Air Quality Management District

L. Underwriters Laboratories, Inc. (UL)
1. UL 586-96, 1996 Test Performance of High-Efficiency Particulate Air Filter Units

1.6 SUBMITTALS PRIOR TO START OF WORK

A. The reviews by the District or District’s designated representative are intended to be only for general conformance with the requirements. The District or the District’s designated representative assumes no responsibility for permits, licenses, notices, materials and methods, equipment or temporary construction required to execute the work described in this Section of the Specification or in other Sections of the Specification or in other documents included in the contract documents.

B. Before commencing work involving the abatement of asbestos, submit the following for review by the District or District’s designated representative:

1. Provide a detailed asbestos abatement work plan. Follow outline in Attachment A.
2. Provide an asbestos site safety plan prior to project initiation. The site safety plan shall deal with the following, at a minimum: site safety and health hazards; fiber release incidents; control of water leakage or discharge within and/or from the work area; medical emergency; asbestos handling procedures; fall protection; electrical safety; Contractor's internal administrative and inspection procedures; earthquakes and/or fire emergency procedures; protocol for responding to complaints or questions from interested parties; 24-hour emergency telephone numbers for individuals with authority to respond to emergencies.
3. Competent Person (as defined by Title 8 CCR 1529): Demonstrate education and specialized training with successful completion of examination of a Cal-OSHA accredited asbestos training course.
4. Workers: Demonstrate education and specialized training with successful completion of a Cal-OSHA accredited asbestos training course.
5. Submit current certificates (less than 11 months) signed by each employee and trainer that the employee has received proper training in the handling of materials that contain asbestos. Include documentation showing that the worker understands the following: health implications and risks involved (including the illnesses possible from exposure to airborne asbestos fibers), the use and limits of the respiratory equipment to be used, and the results of monitoring of airborne quantities of asbestos concerning health and respiratory equipment.
6. Proof of Respirator Fit Testing: Provide proof of respirator fit testing. Fit testing records must be less than eleven (11) months old and document testing on the type of respiratory protective equipment used for this project. Fit testing records must be signed by the Competent Person.
7. Foreman Training: Submit evidence that the foreman to be used on the job fulfills the qualifications detailed in this specification and has experience in similar jobs.
8. Medical Examinations: Submit evidence signed by a physician that each employee used on the job has received an appropriate medical examination as detailed in Title 8 CCR 1529. The submitted document must be less than eleven (11) months old.

9. Written Notification to Fire and Police Departments: Provide documentation showing notification to local fire and police departments of the abatement three (3) days before commencement.

10. Certificates of Compliance: Submit manufacturer's certification that vacuums, ventilation equipment, and other equipment required to contain airborne asbestos fibers conform to ANSI Z9.2. Submit results of onsite DOP testing of all HEPA-filtered ventilation equipment.

11. Satisfactory proof that written notification and subsequent updates have been provided to the Bay Area Air Quality Management District (BAAQMD), in accordance with Regulation 11, Rule 2, Cal-OSHA, and Title 40 CFR Part 61 Subparts A&M, National Emission Standards for hazardous Air Pollutant, U.S. EPA.

12. Licenses: Submit copies of state and local licenses, evidence of Cal-OSHA registration and permits necessary to complete the work of this contract.

13. Notification of Other Contractors: If other contractors are working at the job site, before beginning any work the Contractor must inform all other contractors in writing regarding the location, nature, and requirements of the work areas.

14. Safety Data Sheets (SDSs)/Specification Sheets: The Contractor shall submit SDSs and Specification Sheets for all chemicals, encapsulants, etc. to be used for this project.

1.7 SUBMITTALS AT THE COMPLETION OF THE PROJECT

A. Upon completion of on-site work, the Contractor shall provide a detailed project summary that will include each of the items listed below. The project summary shall be submitted and approved by the District's representative and shall include the following:

1. Copies of the Security and Safety Logs showing names of persons entering the workspace. The logs shall include date and time of entry and exit, supervisor's record of any accident (detailed description of accident).

2. Chain of custody documentation and laboratory reports for all analyses performed.

3. Emergency evacuations and any other safety or health incident.

4. Submit uniform hazardous and non-hazardous waste manifests prepared, signed and dated by an agent of the landfill. The manifest must certify the amount of hazardous materials delivered to the landfill. The manifest must be provided to the District or District's designated representative within ten working days after delivery.

5. Personal air sample results.

6. Pressure differential readings for each differential recording device on the site.

7. Project Summary:
   a. Abatement contractor's name and address, certification number (CSLB), registration number (DOSH) and Tax ID number.
   b. Hazardous waste hauler certifications (DHS, DOT).
   c. Name, address, and registration number of hazardous waste hauler.
   d. Laboratory performing analyses (NVLAP).
   e. Name of project and project reference number.
   f. Specific inventory (including locations and approximate quantities) of the hazardous materials which were removed or handled.
   g. Number of employees working on the project.
   h. Dates of commencement and completion of on-site work.
   i. Work method(s) employed (i.e., glove bag, mini-containment, full containment with negative air and decontamination enclosure system, etc.)
   j. Name, location, telephone number and EPA registration of waste disposal site(s) used.
   k. DOP testing results.

1.8 CONTRACTOR MONITORING

A. The District or District's designated representative reserves the right to perform air sampling in selected areas during the project. The District or District's designated representative reserves the right to stop work
within an area if during performing monitoring, instances of substantial non-conformance with this Section or other Sections of the Specification presenting health hazards to workers, the public or the surrounding areas are observed. Work shall not resume until the corrective measures have been enforced. Instances of substantial non-conformance shall include, but not be limited to, the following:

1. Activities or misconduct imperiling worker’s safety and health.
2. Airborne fiber concentrations as measured by PCM outside of the containment area exceeding background or 0.01f/cc whichever is greater. Airborne concentrations as measured by TEM outside of the containment area exceeding background or 70 S/mm², whichever is greater.
3. Loss of negative pressurization for more than two minutes.
4. Breaches in containment resulting in potential release of asbestos to non-work areas.

B. The District’s designated representative shall perform visual inspections of each regulated area prior to abatement to verify proper containment and controls. Visual inspection(s) will be performed at the conclusion of the abatement to verify complete removal. The District’s designated representative will perform air sampling inside and outside the regulated work area during all phases of the work to verify air quality beyond the work area during abatement and air quality inside the work area following abatement.

C. When visual inspections or air monitoring are specified, the Contractor shall notify the District or District’s Environmental Consultant in writing 24 hours in advance of the day and time when the Contractor will be ready for such inspections or monitoring. Such requests shall be initiated by the Contractor’s Competent Person or Foreman indicating that the work area has been previously inspected and is ready for inspection/testing.

D. Air monitoring generated by the District or District’s Environmental Consultant shall not be used by the Contractor to represent compliance with regulatory agency requirements for monitoring of worker’s exposure to airborne asbestos, nor shall any other activity on the part of the District or District’s Environmental Consultant be construed to meet the Contractor’s compliance with applicable health and safety regulations.

PART 2 - PRODUCTS

2.1 SIGNS AND LABELS:

A. Provide labeling in accordance with State and Federal EPA requirements. Provide the required signs, labels, warnings, placards, or posted instructions for containers used to transport hazardous material to the landfill.

B. Location of Caution Signs and Labels: Provide bilingual caution signs at all approaches to work areas in languages used by the Contractor’s employees. Locate signs at such a distance that personnel may read the sign and take the necessary protective steps required before entering the area. Provide labels and affix to all asbestos-containing materials, scrap, waste, debris, and other products contaminated with hazardous materials.

C. Warning Sign Format: Vertical format conforming to Title 8 CCR 1529:

DANGER
ASBESTOS
MAY CAUSE CANCER
CAUSES DAMAGED TO LUNGS
AUTHORIZED PERSONNEL ONLY
WEAR RESPIRATORS AND
PROTECTIVE CLOTHING ARE REQUIRED IN THIS AREA

D. Warning Label Format: Provide labels that comply with Title 8 CCR 1529 of sufficient size to be clearly legible, displaying the following legend:
2.2 ENCAPSULANTS

A. Encapsulants shall be U.L. Listed, in full-scale E-119 fire test.

B. Average depth of penetration shall meet manufacturer's recommendations.

C. Dry mil thickness of bridging encapsulating systems (if used) shall be as indicated in the specific treatment instructions included in this specification, and as recommended by the manufacturer.

D. Performance Requirements: Classification - penetrating encapsulant; spray applied and brushable. Product shall be tested and listed by EPA and possess the following characteristics:
   2. Fire classification - UL Class A approved in the specific or similar assembly to its intended application.
   3. Product shall be tested and rated non-toxic and non-irritating under the Federal Hazardous Substances Control Act and contain no methylene chloride.
   4. Material shall be tinted sufficiently to provide a readable contrast to background color to which it is applied.

2.3 PLASTIC SHEETING:

A. Use fire-retardant (FR) polyethylene (poly) film.
   1. Thickness - 6-mil, minimum, NO EXCEPTIONS.
   2. Flame Resistance/Flame Spread Rate <25.
   3. Conforms to NFPA #701 and Tested in accordance with ASTM E-84.

2.4 TAPE, ADHESIVE, SEALANTS:

A. Tape, 2" or wider, shall be capable of sealing joints of adjacent sheet of polyethylene and shall attach polyethylene sheet to finished or unfinished surfaces or similar materials. Tape shall be capable of adhering under dry and wet conditions, including use of amended water. Taping to critical or sensitive surfaces shall be completed using preservation sealing tape.

B. Spray adhesive for sealing polyethylene to polyethylene shall contain no methylene chloride or methyl chloroform (1,1,1-trichloroethane) compounds.

C. Fire resistant sealants shall be compatible with concrete, metals, wood, etc. Sealant shall prevent fire, smoke, water and toxic fumes from penetrating. Sealant shall have a flame spread, smoke and fuel contribution of zero, and shall be ASTM and UL rated for 3 hours for standard method of fire test for fire stop systems.

2.5 DIFFERENTIAL PRESSURE RECORDER(S):

A. Where interior work areas are required, each shall have a minimum differential pressure of 0.025 inches of the water gauge at all times. Fluctuations below 0.025 inches of water column are unacceptable and may require temporary cessation of work until conditions are corrected.

B. Differential pressure recorder(s) shall be used to document the level of pressure difference between the containment space and all other spaces. Defective or non-operating instrumentation may require temporary cessation of work until instrumentation is repaired or replaced.

C. The differential pressure instrument will be checked a minimum of four times per day by a person familiar with the operation. Each check shall be documented with a time and date notation and the initials of the
person performing the check. A copy of the differential pressure recordings shall be submitted daily to the District or District’s designated representative.

D. Differential air pressure systems shall be in accordance with Appendix J of EPA’s “Guidance for Controlling Asbestos-Containing Materials in Buildings, EPA 560/5-85-024. The Differential pressure system shall be continuously monitored by the Contractor using a recording instrument connected to an appropriate strip chart recorder. The recording instrument shall be connected to an audible alarm that will activate at a pressure differential of -0.025 inches of the water gauge air pressure.

2.6 VACUUM EQUIPMENT:

A. All vacuum equipment used in the work area shall use HEPA filtration systems and be of the wet-dry type. The Contractor shall provide on-site independent DOP testing to document the effectiveness of the vacuum units. The test results shall be signed by the individual performing the testing. Repeat DOP testing every thirty (30) days after initial testing. Provide documentation to the District or District’s designated representative with 5 days of DOP testing.

2.7 LOCAL EXHAUST SYSTEM:

A. Where containments are required, sufficient High Efficiency Particulate Absolute (HEPA) ventilation units shall be used to maintain the negative pressure in each interior work area at 0.025 inches of water column and a minimum of four (4) air changes per hour.

B. The ventilation system shall remain in operation 24 hours a day until the work area has passed the specified clearance criteria. HEPA filtered air which is exhausted to maintain negative pressure shall be exhausted from the building at locations approved by the District or District’s designated representative. Exhausted air shall not be near or adjacent to other building intake vents or louvers or at entrances to buildings.

C. The Contractor shall provide on-site independent DOP testing to document the effectiveness of the air filtration units. The test results shall be signed by the individual performing the testing. Repeat testing if the unit or the air filtration units have been repaired or replaced. Repeat DOP testing every thirty (30) days after initial testing. Provide documentation to the District or District’s designated representative within 5 days of DOP testing.

2.8 RESERVE EQUIPMENT:

A. Contractor shall have the following equipment on site: one reserve, functioning and DOP-tested HEPA Filter Vacuum Cleaning Units, three reserve and DOP-tested HEPA area filtration unit. Contractor shall also have sufficient polyethylene (poly), respirators, protective equipment, tape, tools, and decontamination enclosure systems for each work area.

B. Provide authorized visitors, District, Consultants or other contractors requiring access to the work area with suitable protective clothing, headgear, eye protection, as described in this specification, whenever the visitor must enter the work area. The Contractor shall have available and maintain adequate supplies of protective clothing and other suitable protective equipment for this purpose. All protective equipment shall be new and for the exclusive use of visitors.

C. The Contractor shall document that each visitor has been trained and fit-tested prior to entering an abatement area.

2.9 SCAFFOLDING:

A. Scaffolding, as required to do the specified work, shall meet all applicable safety regulations and DOSH standards. A non-skid surface shall be furnished on all scaffold surfaces subject to foot traffic. Scaffolding shall be adequately protected to prevent contamination of planking and framing.
2.10 TRANSPORTATION EQUIPMENT:
A. Transportation equipment, as required, shall be lockable and suitable for loading, temporary storage, transit and unloading of contaminated waste without exposure to persons or property. Any vehicle used to transport asbestos waste shall be properly registered with all applicable controlling agencies.

2.11 CONNECTIONS TO WATER SUPPLY:
A. Contractor shall assure that all connections to the site’s water system shall include backflow protection. Valves shall be temperature and pressure rated for operation of the temperatures and pressures encountered. After use, connections and fittings shall be removed without damage or alteration to existing water piping and equipment. Leaking or dripping valves shall be piped to the nearest drain or located over an existing sink or grade where water shall not damage existing finishes or equipment.
B. Employ heavy-duty abrasion-resistant hoses with a pressure rating greater than the maximum pressure of the water distribution system in each work area. Provide fittings as required to allow for connection to existing wall hydrants or spouts.

2.12 WATER HEATER:
A. The hot water supply must be adequate to allow for 15 minutes of continuous usage while maintaining a water temperature of 85°F. At minimum provide UL rated 40-gallon electric water heater to supply hot water for the decontamination unit shower. Provide relief valve compatible with water heater operation; pipe relief valve down to drip pan on floor with type L copper. Drip pans shall consist of a 24-inch X 24-inch X 6-inch deep pan, made of 19-gauge galvanized steel with handles. Wiring of the water heater shall comply with NEMA, NEC and UL standards.

2.13 OTHER TOOLS AND EQUIPMENT:
A. The Contractor shall provide other suitable tools for the stripping, removal, and disposal activities.
B. Prohibited Equipment: The following equipment is prohibited from use on this project unless accepted in writing by the District or District’s designated representative:
   1. High or low pressure water blasting equipment for hosing of work areas.
   2. Bead blasting or other uncontained abrasive blasting methods.
   3. Vacuum-powered removal or collection equipment located outside the asbestos work area, such as a “Vacu-Loader”.
   4. Gasoline, propane, diesel or other fuel powered equipment inside the building, unless previously approved in writing by the District or District’s designated representative.
   5. Equipment that creates excessive noise or vibration that would affect the safety of the building or generate complaints from neighboring building occupants. No equipment shall exceed an A-weighted sound level of 85 dB as measured at 3 ft. from the radiating source without written permission of the District or District’s designated representative.
   7. Flammable solvents with a flash point below 140 degrees F or materials containing ethylene glycol ether, methylene chloride, ethyl chloroform (1,1,1-trichloroethane), or other hazardous substances.
   8. Non-fire retardant polyethylene sheeting.
   9. Polyurethane spray foam for application in fire-rated assemblies, including but not limited to penetrations into stairwells, mechanical rooms, electrical closets, rated floor-to-floor assemblies, etc.

PART 3 - EXECUTION

3.1 INITIAL AREA ISOLATION
A. The District or the District’s designated representative reserves the right to inspect and approve all containment setups before any abatement is undertaken.
B. If a containment area is breached (failure of polyethylene seals, visible dust emission, fiber counts above background level, etc.), the Contractor shall take immediate action to control the breach and clean the area to the satisfaction of the District or the District’s designated representative.

C. If sample results indicate that conditions have exceeded the baseline or clearance criteria, as determined by the District or District’s designated representative, all work shall cease. Work shall not recommence until the condition(s) causing the increase have been corrected.

D. Verify that all electrical power, gas, control water, fire life safety lines and sprinkler systems to the work area have been isolated so that there is no possibility of reactivation and electrical shock.

E. Provide all connections for temporary utilities in the work area needed throughout abatement. Temporary electrical power shall be according to OSHA and the National Electrical Code for Wet Environments.

F. Contractor shall conform to lockout requirements, and secure the work area at all times. Area entrances and exits shall be secured by the Contractor throughout the abatement phase. Unauthorized visitors are strictly prohibited. Only the Contractor, District or District’s designative representatives are permitted at the job site. Contractor shall ensure that all doors, gates, windows, and potential entrances to the work areas and the designated waste location areas are secured and locked at the end of each workday.

G. Contractor shall store all materials, equipment, and supplies for the project inside the building or in areas designated by the District and in accordance with District requirements.

H. As required, establish designated limits for the abatement work area with continuous barriers. Provide signs around the perimeter of all the interior works areas according to EPA and Cal-OSHA.

I. The Contractor shall be responsible for identifying all HVAC components (if applicable) that lead into or out of the work areas. All components shall be disconnected and sealed airtight for the duration of the abatement work. All openings shall be sealed with two (2) layers of 6 mil polyethylene secured with duct tape or equivalent, as applicable.

J. Pre-clean the work area and fixed objects in the work area using HEPA filtered vacuums and/or wet cleaning methods. Protect fixed objects with protective barriers (as appropriate) and cover with 6 mil polyethylene sealed with tape.

### 3.2 CONTAINMENT SET-UP PROCEDURES

A. Containment is required for removal of all interior ACMs, with the exception of lavender sink undercoating materials. Contractor shall construct critical barrier containment(s). The work area(s) shall be placed under negative pressure as outlined in this specification throughout the abatement work period. Note: A three-chamber decontamination unit will be required if ACMs are removed by aggressive means or mechanical removal methods. Cover floors with 6-mil polyethylene and secure with tape (as appropriate).

B. Any disturbance of ACMs must be performed within a regulated area. If dust or debris is generated from asbestos related activity, work must be performed in a mini-enclosure with negative pressure or critical barrier containment.

C. To permit the inspector to view the majority of the work area, the Contractor shall provide easily accessible viewing ports from the clean space into each abatement area. Viewing ports must be a minimum of 2’ x 2’, clear-see-through plastic with no scratches, tape or glue marks.

D. Pressure differential recorders are required to monitor the pressure differential in the work area. The recorders must be calibrated prior to arriving on site. Calibration shall be performed by qualified technicians following the procedures outlined by the manufacturers. Provide documentation of calibration before beginning work.

E. A three-chambered decontamination unit shall be required during the abatement work conducted in full containment. A two-chamber decontamination unit will be required for critical barrier work areas. The unit shall be located immediately outside the contained area. A pre-fabricated unit is acceptable. Chambers shall be arranged as follows: (1) a clean/change room shall be the first chamber entered from outside the work
area, (2) a shower shall be located between the clean/change room and the dirty/change room, and (3) a
dirty/change room shall be the last chamber before entering the work area.

1. The clean/change room of the worker decontamination unit shall be of sufficient size to accommodate the
work crew and their belongings. It shall include a respirator storage area and be fully equipped with
reserve equipment and materials such as clean suits, towels, soap, tape, and respirator filters.

2. Worker decontamination unit walls shall be a minimum of two layers of 6-mil fire retardant polyethylene
and floors shall be constructed with a minimum of three layers of fire retardant polyethylene. All entry and
exit doorways shall consist of at least two sheets of overlapping, fire resistant polyethylene. At no time,
shall the flapped doors be taped open to expedite material or personnel load-out.

F. All water from the shower and bag wash area shall be filtered to the technically feasible limit but not more
than five (5) microns before disposal. In addition, the Contractor shall comply with all current local, state and
federal codes relating to waste water release. All water connections must be verified leak for leaks and
turned-off at the conclusion of each shift. All shower water shall be drained from the shower pan at the end of
each shift.

G. A two-chamber decontamination unit may be allowed, unless noted elsewhere, during the abatement work
conducted in critical barrier containments. The unit shall be located immediately outside the contained area
and shall contain a wash down area. A pre-fabricated unit is acceptable.

H. Mini-enclosures may be utilized for removal of small quantities of ACMs on the interior and exterior of the
buildings. Mini-enclosures shall be constructed with rigid framing and covered with 6-mil polyethylene. Mini-
enclosures shall be configured no larger than needed to accommodate two workers and requirement
equipment. Negative pressure shall be created within the mini-enclosure with HEPA-filtered exhaust
ventilation.

I. Containments will not be required for exterior removal work. All asbestos work must be performed within a
demarcated regulated work. At minimum 6-mil polyethylene shall be installed at the perimeter of the building
and extended 10' in all directions. Drop polyethylene must be secured at the base of the building at the
perimeter.

J. Approved fire extinguishers (Class ABC, multi-purpose, dry chemical type, rated: 4A; 60BC) shall be readily
available to workers (maximum travel distance of 50 feet) inside and adjacent to work area(s). Personnel and
emergency exits shall be clearly indicated on the inside of the containment area. The emergency exit plan
shall be approved by the District or District’s designated representative prior to the set-up of any work areas.

### 3.3 PERSONNEL PROTECTION

A. Informed Workers:

1. All workers shall be informed of the hazards of asbestos and ACMs and any other hazardous materials
exposure present within the site. Workers shall also be instructed in the use and fitting of respirators,
protective clothing, decontamination procedures, and all other aspects associated with the abatement
work.

B. Personal Hygiene Practices:

1. The Contractor shall enforce and follow good personal hygiene practices during the abatement of ACMs.
These practices will include but not be limited to the following: no eating, drinking, smoking or applying
cosmetics in the work area. The Contractor shall provide a clean space, separated from the work area,
for these activities.

2. Workers shall remove street clothes in the clean room and put on a respirator and clean protective
clothing before entering the work area. Upon exiting the work area, remove gross contamination from
clothing before leaving the work area; proceed to the change room and remove clothing except
respirators; proceed to the shower; clean the outside of the respirator with soap and water while
showering; remove respirator and thoroughly wash. Following showering, proceed directly to the clean
room and dress in street clothes. Do not wear disposable clothing outside the decontamination enclosure
system.
3. If data gathered by the District or District’s designated representative in areas adjacent to the work areas shows exposure to airborne asbestos or other hazardous materials exceeding Cal-OSHA criteria, that area will become regulated and workers must wear protective clothing and approved respirators and must have a shower facility provided to them.

C. Respirators:
1. Establish a respiratory protection program as outlined by ANSI and required by Cal-OSHA. Select respirators from those approved by the National Institute for Occupational Safety and Health (NIOSH). Respirators selected must be approved by the Competent Person. Submit program for review a minimum of five (5) working days prior to the commencement of abatement activities.
2. Provide workers with approved and personally-issued respirators with replaceable filters. Provide sufficient quantity of filters approved by NIOSH for use in asbestos environments so that workers can change filters as required by the manufacturer.
3. At a minimum, provide each employee with the following respiratory protection for each work phase:
   a. Pre-cleaning, containment set-up, and containment removal work: NIOSH-approved, half-face respirators with HEPA cartridges.
   b. Asbestos abatement of TSI: Powered air purifying respirator or other positive pressure respirator.
   c. Asbestos abatement of roofing materials, sealants, resilient flooring, flooring mastics, drywall and finishing compounds, plaster and finishing compounds, acoustical ceiling tile & mastic, non-friable pipe insulation wrap, sealants/mastics, and flange gaskets and any Class III work: half-face respirators with HEPA cartridges and organic vapor cartridges (as necessary).
4. At all times, respiratory protection selected shall, at a minimum, meet the requirements of the Table 1 below.

Table 1 – Respiratory Protection

<table>
<thead>
<tr>
<th>Airborne Concentration of Asbestos</th>
<th>Required Respirator</th>
</tr>
</thead>
<tbody>
<tr>
<td>Not in excess of 1.0 f/cc (10 X PEL)</td>
<td>Half-mask air purifying respirator other than a disposable respirator, equipped with high efficiency filters</td>
</tr>
<tr>
<td>Not in excess of 5.0 f/cc (50 X PEL)</td>
<td>Full facepiece air purifying respirator equipped with high efficiency filters</td>
</tr>
<tr>
<td>Not in excess of 100 f/cc (1,000 X PEL)</td>
<td>Any powered air purifying respirator equipped with high efficiency filters or any supplied air respirator operated in continuous flow mode</td>
</tr>
<tr>
<td>Not in excess of 100 f/cc (1,000 X PEL)</td>
<td>Full facepiece supplied air respirator operated in pressure demand mode</td>
</tr>
<tr>
<td>Greater than 100 f/cc or unknown concentration</td>
<td>Full facepiece supplied air respirator operated in pressure demand mode, equipped with an auxiliary positive pressure self-contained breathing apparatus</td>
</tr>
</tbody>
</table>

5. Provide Type C continuous flow or pressure-demand, supplied-air respirators if the average airborne concentration of asbestos exceeds 100 times the permissible exposure limit; i.e., 8-hour time-weighted average (TWA) and ceiling limit. Use the respirators presented in Title 8 CCR 1529 that afford adequate protection at such upper concentrations of airborne asbestos. When Type C Respirators are required provide the following:
a. The air supply system shall provide Grade D breathing air that conforms to OSHA and ANSI Commodity Specification for Air.

b. Compressed Air System for Type C Respirators shall be high pressure, with a compressor capable of satisfying the respirator manufacturer's recommendations. The compressed air system shall have compressor failure alarm, high temperature alarm, and a carbon monoxide alarm. It also shall have suitable in-line air purifying absorbent beds and filters to assure Grade D breathing air.

c. Use of Belt: Type C respirators shall be worn with belt to minimize possibility of dislodging face mask when hose is snagged in the work area.

D. Protective Clothing:
1. Provide personnel exposed to asbestos fibers with fire retardant disposable protective whole body clothing, head coverings, gloves, and foot coverings. Provide appropriate gloves to protect worker's hands from exposure to hazardous materials. Make sleeves secure at the wrists and make foot coverings secure at the ankles with tape. Ensure that all personnel entering and leaving the work area follow this procedure. Suits shall be of adequate size to accommodate the largest employee. Foot covers may be part of the coveralls. Non-disposable footwear shall be left in the work area until it is decontaminated or disposed of at the completion of the job.

2. Protective clothing will be worn inside the work area after the area passes pre-abatement inspection and shall remain in use until the area passes final clearance inspection.

E. Eye Protection: Provide safety glasses or goggles to personnel removing or handling asbestos-containing materials and waste.

F. Shower Requirements: Contractor shall assure that all certified employees and visitors use protective equipment and the shower or wash down facility following each entry into the containment area after the start of the asbestos abatement.

G. Emergency Precautions and Procedures:
1. Establish emergency and fire exits from the work area. Display necessary signage at exits and paths to exits with representative visual aids. A diagram of all emergency and fire exits shall be posted in a conspicuous area proximate to the entrance to each work area.

2. The Contractor’s supervisor/competent person shall be trained and certified in first aid and CPR, and be prepared to administer first aid to injured personnel after decontamination. Seriously injured personnel shall be treated immediately or evacuated without delay for decontamination. When an injury occurs, the Contractor shall implement fiber reduction techniques until the injured person has been removed from the work area.

3. In the event of a loss of negative pressure to the work area, work shall stop immediately and entrances to the work area sealed tight. The Contractor shall also institute fiber reduction controls until negative pressure is re-established to acceptable levels.

3.4 ASBESTOS REMOVAL (GROSS REMOVAL TECHNIQUE)

A. The Contractor shall abate all ACMs identified in this specification and/or that require disturbance to complete work specified in other specification sections.

B. The Contractor shall continuously apply wetting agent throughout the removal process. The wetting agent shall be applied with a low-pressure fine spray to minimize fiber releases. The materials shall be thoroughly saturated so that there is no detectable fiber release. All ACMs shall be immediately packaged in leak-tight containers following removal.

C. Minimize removal activities of ACMs that generate airborne particulate. To the extent feasible, score or cut-out ACMs in sections, wetting along the scoring line continually, and misting the air with an airless sprayer to knock down suspended particulate. After completion of removal work, surfaces from which asbestos has been removed shall be brushed and/or wet cleaned to remove all visible material and residue.

D. Wet clean the exterior surfaces of waste containers in the equipment decontamination enclosure system prior to removal from the work area. Ensure that workers do enter from uncontaminated areas into contaminated
areas in the equipment decontamination enclosure system. The Contractor shall transport asbestos-containing waste bags to the waste debris box at designated hours approved by the District or District’s designated representative. RACM shall be packaged in a minimum of two (2) 6-mil polyethylene bags. Bags shall be properly labeled for RACM disposal including site-specific generator labels. Non-friable waste shall be packaged in clear, leaktight containers and properly labeled while stored on-site. Asbestos-containing debris and contaminated water shall be cleaned from the work area and packaged in leaktight containers at the end of each work shift. The Contractor shall clean the work area using wet methods and HEPA vacuum equipment.

3.5 REGULATED AREA MONITORING
A. Prior to each work shift and continuously throughout the project, each containment and decontamination enclosure system shall be inspected and repaired as needed.

B. Ambient asbestos fiber levels outside each work area shall not exceed 0.01 f/cc (PCM) or 70 s/mm² (TEM) or background whichever is greater. If the asbestos fiber concentrations outside work areas exceed those levels shown above, then abatement must stop, and operations be reviewed and modified until the fiber count can be reduced to within the acceptable limits.

3.6 AIR MONITORING
A. The purpose of any air monitoring that may be conducted by the District or District’s designated representative will be to detect possible release of fibers or dusts (asbestos or lead) emanating from the work areas.

B. All PCM air sample analysis shall comply with NIOSH Method 7400. All TEM analysis shall be consistent with modified-AHERA protocols or NIOSH 7402.

C. The District or District’s designated representative reserves the right to perform and/or observe final clearance inspection and sampling.

D. The method of analysis for pre-abatement and clearance air samples shall be via Phase Contrast Microscopy (PCM). The method of analysis for in-progress asbestos air samples shall be PCM and TEM at the option of the District or District’s designated representative.

E. The Contractor shall be responsible for all personal air sampling. These samples shall be taken each shift and for each distinct crew operation, and shall be used to verify adequacy of fiber control and respiratory protection. Personal breathing zone air sampling shall be in accordance with the Cal-OSHA asbestos standard. A minimum of 25% of the workforce shall be monitored during each shift. All sample results shall be available on-site within 24-hours of sample collection.

3.7 CLEARANCE INSPECTIONS
A. The District or District’s designated representative reserves the right to conduct visual inspections. Contractor shall notify the District or District’s designated representative when the decontamination process in each containment area is complete. Evidence of debris will require additional clean up by the Contractor. Contractor shall be responsible for re-cleaning all areas found to be deficient.

B. If the District or District’s designated representative determines that the work area is sufficiently clean, the Contractor may proceed. If the District or District’s designated representative determines that certain areas require additional cleaning, the Contractor shall re-clean the work area and request a second inspection of the recleaned area. All costs incurred by the District or District’s Environmental Consultant for inspections required after the second inspection will be charged to the Contractor.

C. Once the initial visual is passed, the Contractor shall remove all but the containment critical barriers.

D. Following the visual inspection, the Contractor shall provide a coating of non-diluted encapsulant in the work area. The Contractor shall allow the encapsulant to dry for the period specified by the manufacturer.
E. Asbestos Clearance Testing: Following encapsulation and drying time, the District or District’s Environmental Consultant shall conduct air clearance sampling. Clearance air sampling shall not take place until all encapsulant is dry. The District or District’s designated representative reserves the right to approve the initiation of clearance sampling.

3.8 ASBESTOS CLEARANCE CRITERIA:

A. The clearance level per containment shall be less than 0.01 fibers per cubic centimeter via phase contrast microscopy (PCM) or less than 70 structures per square millimeter via transmission electron microscopy (TEM). Aggressive air sampling shall be used for clearance purposes. Multiple samples shall be collected in large containment areas.

B. If air samples do not pass the required clearance criteria, the area shall be recleaned and new samples shall be collected by the District or District’s Environmental Consultant. The Contractor shall be responsible for all costs associated with re-sampling and re-analyses.

C. The District or District’s Environmental Consultant shall notify the Contractor in writing of acceptable asbestos fiber concentrations. The Contractor shall then remove all the remaining barriers in the work area.

3.9 ASBESTOS DISPOSAL

A. It is the responsibility of the Contractor to determine current waste handling, labeling, transportation and disposal regulations for the work site and for each waste disposal landfill. The Contractor must comply fully with these Specifications, local, state, and federal regulations and provide documentation of the same.

B. Ensure that polyethylene bags are sealed air-tight. All bags shall be wet cleaned prior to removing them from the equipment decontamination enclosure system.

C. Ensure all disposal containers are properly labeled according to 8 CCR 1529, 5194 (HAZCOM), 49 CFR 171-179 (USDOT), 40 CFR 61 Subpart M (NESHAP), and any local regulations and state regulations as required by this specification.

D. Filter all wastewater to the technically feasible limit, but not more than five (5) microns before disposal. Comply with all current local, state and federal codes relating to waste water release.

E. Asbestos-containing waste that is properly labeled and double-bagged may be temporarily stored in areas approved by the District. Areas must be made secure before storing the waste. Waste is not to remain in temporary storage area for longer than ten (10) days before final load-out of materials.

F. All friable asbestos waste shall be double-wrapped prior to transport from the site.

G. All vehicles used to transport hazardous waste must be registered with the Department of Toxic Substances Control and Department of Transportation and maintain proper registration and with vehicle at all times.

H. Trucks must have an enclosed cargo area with a storage compartment that is fully lined with a minimum of one (1) layer of 6-mil polyethylene on the walls and two (2) layers on the floor.

I. All vehicles and containers used to transport waste are subject to inspection and approval of District or District’s designated representative prior to departure from site.

J. Contractor shall not throw bags into the truck in a way that may cause the bags to burst open.

K. Contractor shall provide at minimum two (2) days advance notification to the District when signatures are required on manifest(s). The Contractor shall ensure that the Hazardous Waste Manifest is correctly filled out. The Contractor shall give the appropriate copies to the District and shall also instruct the District in writing that they must send the appropriate copy to the Department of Toxic Substances Control.

L. Contractor is responsible for all coordination with the waste disposal site and with the waste hauling company.

M. Debris box for hazardous waste shall be fully lined with a double layer of polyethylene sheeting and must be locked at all times when unattended.
N. Debris box shall be constructed with minimum 20-gauge steel with no windows or openings other than the door. The door of the container shall have a secure cover on the locking device with access to the lock only at the key-hole. Once the debris box is filled and the manifest is signed, Contractor must transport the debris box off the job site.

O. Waste disposal shall be in a landfill approved by the District or District’s designated representative that meets current EPA and State requirements.

END OF SECTION
ATTACHMENT A
ASBESTOS ABATEMENT WORK PLAN OUTLINE

In accordance with the contract documents, the Contractor is required to prepare a written, site-specific Asbestos Abatement Work Plan, and submit to the District for approval prior to start of work. This plan is required for the contractor to meet Cal-OSHA requirements as well as the contract documents, and shall describe work procedures and control methods that will protect the District’s facilities and the environment.

I. Location of Work:
The work to be completed under this work plan will be completed at:
(Building name)
(Location within building)
Previous asbestos inspections or surveys have found that ACMs are present at the following locations:
(List all materials and locations to assure the District and the Contractor are aware of all hazardous materials locations)

II. Description of Work:
Describe the anticipated work scope

III. Schedule:

<table>
<thead>
<tr>
<th>Phase/Task</th>
<th>Anticipated Date(s)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Mobilization</td>
<td></td>
</tr>
<tr>
<td>Set-up of work area(s), containments</td>
<td></td>
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<tr>
<td>Abatement</td>
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<tr>
<td>Final Cleaning</td>
<td></td>
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<tr>
<td>Visual Inspection</td>
<td></td>
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<tr>
<td>Final Clearance (visual and air sampling)</td>
<td></td>
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<tr>
<td>Teardown</td>
<td></td>
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<tr>
<td>Demobilization</td>
<td></td>
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</tbody>
</table>

IV. Equipment and Materials
List all equipment and materials to be used, such as the following:

HEPA Vacuums  Negative air filtration units
Scrapers      Manometers
Power saws    Shower facilities
Pry bars      Airless sprayers/compressors
Cutting shears Cleaning detergents
Other hand tools Solvents (must be approved by District)
Encapsulants/sealants Roller/brushes
Gloves        Disposable coveralls
Respiratory protection Eye & foot protection
Fall Protection Scaffolds/Ladders
Gas/Diesel Powered Equipment
V. Crew
List all workers and supervisors with emergency contact names and phone numbers.  

*Clearly identify the supervisor and competent person who have authority for all safety and health.*

VI. Control Measures and Work Practices

*Describe in a narrative format specific work procedure, exposure/contamination controls, and engineering controls. This description should include, but not be limited to, the following:*

- OSHA Class I, II, III and IV work
- Wet methods
- Negative pressure enclosure
- Glovebag removal
- Respiratory protection
- HEPA vacuums
- Mini-containments
- Solvent removal of mastic
- List other procedures

VII. Respiratory Protection and Protective Clothing/Personal Protective Equipment

*List all respiratory protection including types and manufacturers which are anticipated for this project. Identify the phases of the project for which respirators will be required or likely to be required. List all personal protective equipment anticipated to be used on the project.*

VIII. Decontamination/Hygiene Facilities

*Identify the types and locations of decontamination or hygiene facilities to be used on this project. Specify use of disposable towels, soap, hot and cold water, and other supplies. Specify the required use of the facilities, including use of the facilities prior to eating, drinking, smoking and before leaving the project site. Describe handling or treatment of asbestos-contaminated solid waste and wastewater.*

IX. Air Monitoring Data

*Identify general worker air monitoring protocols to be followed on this project, including worker category classifications, frequency of monitoring, anticipated laboratory to be used for analysis, pump calibration techniques, etc. Identify the competent person responsible for conducting personal air monitoring and proposed consultant if air sampling requirements are not meet from two consecutive shifts.*

X. Containment Diagram

*Include a diagram (hand written is acceptable) of the containment(s) showing the containment perimeter in relation to the surrounding areas, locations of negative air machines and exhaust locations, direction of airflow, and decontamination areas.*
XI. Waste

*Describe how all waste on this project will be packaged, labeled, stored, transported, manifested and disposed*

XII. Preparation of Asbestos Abatement Work Plan

*Date Prepared and Prepared By (signature, name and title)*
PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. The General Conditions and Division I General Requirements shall be included in and made part of this Section.

B. Examine all other Sections of the Specifications for requirements therein affecting the work of this Section of the Specifications.

1.2 COMPLIANCE AND INTENT

A. This Section specifies requirements for abatement of Polychlorinated Biphenyl (PCB) containing and contaminated materials. This scope of work is intended to be utilized during Phase I of the general replacement of the PE Complex at Diablo Valley College. This phase of work entails the complete demolition of three structures, including the PE Faculty Office Building, the former Concessions Stand and the Office Adjacent Electrical Enclosure structure.

B. It should be noted that only potential PCB-containing lighting ballasts are known to exist at the referenced site. No further PCB remediation is anticipated during the course of this phase of the project. 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.

C. The work covered by this specification includes the removal of PCB containing materials including, but not limited to light ballasts not specifically labeled as containing no PCBs.

D. All work shall comply with Environmental Protection Agency (EPA) rules and regulations governing PCBs: 40 CFR 761, 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; Department of Health Services, CCR Title 22 and California Health and Safety Code, Division 20. Where conflicts occur, compliance shall be based upon the most stringent requirements.

E. Workers involved in the removal of PCBs shall have received specific training on the hazards, appropriate personal protection, and decontamination procedures associated with PCBs.

F. Furnish all labor, materials, facilities, equipment, services, employee training, medical monitoring, permits and agreements necessary to perform the work required for PCB abatement in accordance with this section of the Specifications, other sections of the Specifications, and other documents included in the contract.

G. Perform all work specified herein with competent persons trained, knowledgeable, and qualified in state-of-the-art techniques relating to hazardous materials abatement, handling, and the subsequent cleaning of contaminated areas.

H. Perform appropriate waste profile testing for all PCB contaminated waste as required by the Specifications, the regulations, and the selected disposal facilities. All testing shall be done in the presence of the District or District’s designated representative. Chain-of-custody forms shall be provided to the District within one (1) day following sample delivery to the laboratory.

I. During removal activities, the Contractor shall protect against contamination of soil, water, plant life, and adjacent building areas and shall ensure that there is no release of hazardous materials and
dusts. The District or District’s designated representative may collect air and wipe samples in adjacent areas to evaluate the Contractor’s performance.

J. It is the Contractor’s responsibility to determine the quantities of hazardous materials impacted by the planned demolition.

K. Hazardous materials removed during the abatement activities shall be handled, transported and disposed of in accordance with all applicable federal, state and local regulations.

1.3 DEFINITIONS
A. Certificate of Disposal: The document provided to the generator certifying that the PCB wastes were disposed of in strict accordance with all applicable Federal, State, and Local regulations.

B. Chain-of-Custody: A legal concept involving documentation of the physical possession of a sample/samples from the moment it is collected, transported, analyzed, and ultimately stored in an archive.

C. Competent Person: One who is capable of identifying existing and predictable hazards and who has the authority to take prompt corrective measures.

D. Decontamination Area: Area which is constructed to provide the means for workers to store clothing, equipment and other articles, and to properly remove contamination upon concluding work activities that result in exposure to these hazardous materials.

E. Decontamination Unit: Refers to system of airlocks used to decontaminate personnel, waste bags, equipment, etc. when exiting the work area. A decontamination unit shall be set up for each containment area.

F. District: Contra Costa Community College District

G. DOP: Dioctylphthalate, the challenge aerosol used to perform on-site leak testing of HEPA filtration equipment.

H. Equipment Decontamination Enclosure System: A decontamination enclosure system for materials and equipment, typically in a designated area of the work area, and including a washroom, a holding area, and an uncontaminated area.

I. HEPA: High Efficiency Particulate Air filter capable of filtering out airborne particulate 0.3 microns or greater in diameter at 99.97 percent efficiency.

J. Manifest: The document authorized by both Federal and State authorities for tracking the movement of PCB containing wastes.

K. PCB Liquid Waste: Any liquid identified to contain PCB through laboratory analysis at a concentration equal to or exceeding 500 PPM.

L. PCB Solid Waste: Any solid that comes in direct contact with PCB liquids which cannot be decontaminated and any solid materials generated as the result of PCB Spill clean-up operations.

M. PCB-Contaminated Liquid Waste: Any liquid identified to contain PCB through laboratory analysis at a concentration greater than or equal to 50 PPM and less than or equal to 499 PPM or those liquids the USEPA requires to be assumed at 50-499 PPM in the absence of testing.

N. PCB Contaminated Solid Waste: Any solid that comes into direct contact with PCB Contaminated liquids which cannot be decontaminated and any solid materials generated as the result of PCB Contaminated spill clean-up operations.

O. PCB Containing Wastes: Any wastes either tested and found to contain PCB greater than or equal to 50 PPM or those requiring assumption under 40 CFR 761. These wastes include both PCB and PCB-contaminated liquids (including all flushing wastes) and solids.

P. PCB Bulk Product Waste: Materials (such as sealants) and porous contact surfaces impacted by leaching and found to contain PCBs greater than or equal to 500 PPM.
Q. PCB Spill: The intentional and/or unintentional spills, leaks, and other uncontrolled discharges where the release results in any quantity of PCB, running off or about to run off the external surface of the equipment; and the contamination resulting from those releases.

R. Polychlorinated Biphenyl (PCB): Any chemical substance that is limited to the biphenyl molecule that has been chlorinated to varying degrees or any combination of substances which contains such substance.

S. Powered Air Purifying Respirator (PAPR): A full facepiece respirator that has the breathing air powered to the wearer after it has been purified through a filter.

T. Respirator: A device designed to protect the wearer from the inhalation of harmful atmospheres.

U. Returned Manifest: An original duplicate copy of the manifest provided to the PCB Waste generator within forty-five (45) days of the transport date which acknowledges the receipt of the material at the disposal facility.

V. Visual Inspection: A visual inspection of the work area under adequate lighting to ensure removal of all PCB materials, contaminated waste, and that the work area is free of visible material, debris, and dust.

1.4 PCB CONTAINING MATERIALS
A. The following suspect-PCB containing materials must be removed prior to building demolition:

| TABLE I
<table>
<thead>
<tr>
<th>PCB CONTAINING MATERIALS</th>
</tr>
</thead>
<tbody>
<tr>
<td>Material Description and Location</td>
</tr>
<tr>
<td>All Lighting Ballasts not Specifically Labeled as “No PCBs”</td>
</tr>
</tbody>
</table>

B. The contractor shall inspect all lighting ballasts within each structure prior to demolition for verification that the affected equipment is specifically designated as not containing PCBs.

C. Base work scope should include removal and disposal of all ballasts without proper labeling as a PCB waste.

1.5 SUBMITTALS PRIOR TO START OF WORK
A. The reviews by the District or District's designated representative are intended to be only for general conformance with the requirements. The District or the District's designated representative assumes no responsibility for permits, licenses, notices, materials and methods, equipment or temporary construction required to execute the work described in this Section of the Specification or in other Sections of the Specification or in other documents included in the contract documents.

B. The following items shall be submitted to, and approved by, the District or District’s designated representative before commencing work involving the PCB abatement.

1. Provide a detailed work plan for PCB abatement and disposal that follows Attachment A – PCB Work Plan Outline.

2. Provide a site safety plan for PCB abatement prior to project initiation. The site safety plan shall deal with, at a minimum: Personal protective equipment; Site safety and health hazards; PCB Spills; control of water leakage or discharge within and/or from the work area; medical emergency; materials handling procedures; Contractor's internal administrative and inspection procedures; earthquakes and/or fire emergency procedures; protocol for responding to complaints or questions from interested parties; 24-Hour emergency telephone numbers for individuals with authority to respond to emergencies.

3. Workers: Demonstrate education and specialized training
4. Respiratory Protection Program (RRP) in compliance with Title 8 CCR 5144.
5. Proof of Respirator Fit Testing: Provide proof of respirator fit testing. Fit testing records must be less than eleven (11) months old and document testing on the type of respiratory protective equipment used for this project. Fit testing records must be signed by the Competent Person.
6. Licenses: Submit copies of state and local licenses, evidence of Cal-OSHA registration and permits necessary to carry out the work of this contract.
7. Safety Data Sheets (SDSs)/Specification Sheets: The Contractor shall submit SDSs and Specification Sheets for all chemicals, encapsulants, etc. to be used for this project.

1.6 SUBMITTALS AT THE COMPLETION OF THE PROJECT

A. Upon completion of on-site work, Contractor shall provide a detailed project summary that will include each of the items listed below. The project Summary shall be submitted and approved by the District's representative and shall include the following:

1. Copies of the Security and Safety Logs showing names of persons entering the work areas. The logs shall include date and time of entry and exit, supervisor's record of any accident (detailed description of accident).
2. Emergency evacuations and any other safety or health incident.
4. Project Summary including, but not limited to, the following: location and approximate quantity of PCBs removed, hazardous waste hauler certifications, waste disposal/recycling facilities, dates of commence and completion of on-site work.

PART 2 - PRODUCTS

2.1 SIGNS AND LABELS:
A. Warning signs for work areas shall be approximately 18 inches square with yellow background and 1-inch black letters. Signs shall read “DANGER – KEEP OUT – TOXIC CHEMICAL WORK AREA”.
B. Location of Caution Signs and Labels: Provide bilingual caution signs at all approaches to work areas in languages used by the Contractor’s employees. Locate signs at such a distance that personnel may read the sign and take the necessary protective steps required before entering the area.

2.2 PLASTIC SHEETING:
A. Use fire-retardant (FR) polyethylene (poly) film manufactured by PolyAmerica, Grand Prairie, Texas 75051, or equal.
   1. Thickness - 6-mil, minimum, NO EXCEPTIONS.
   2. Flame Resistance/Flame Spread Rate <25.
   3. Conforms to NFPA #701 and Tested in accordance with ASTM E-84.
   4. Spray adhesive for sealing polyethylene to polyethylene shall contain no methylene chloride or methyl chloroform (1,1,1-trichloroethane) compounds.

2.3 VACUUM EQUIPMENT:
A. All vacuum equipment used in the work area shall use HEPA filtration systems and be of the wet-dry type. The Contractor shall provide on-site independent DOP testing to document the effectiveness of the vacuum units. The test results shall be signed by the individual performing the testing.
B. All filter media must be disposed as PCB-contaminated waste at the end of filter life and at conclusion of the PCB remediation work at the site.

2.4 OTHER TOOLS AND EQUIPMENT:
A. The Contractor shall provide other suitable tools for the removal and disposal activities.

B. All PCB fluids, PCB-contaminated fluids, including flush and cleaning solvents and mixtures, shall be stored in sealed DOT 17E closed top drums or other waste container approved for storage of these materials.

C. All PCB solid wastes and items including disposable items used in the course of the work such as rags, absorbents, protective clothing, etc., shall be stored in sealed DOT 17C open type drums or other waste container approved for storage of these materials.

D. Any PCB Article Container, other than approved DOT drums, specified in this specification, intended for storage, shall be submitted to the District or District’s designated representative for approval.

E. For removal of PCB fluids or residual material on non-porous surfaces use an appropriate solvent in which PCBs are shown to be at least 5-percent soluble by weight. Solvents specified by the U.S. EPA include kerosene, diesel fuel, terpene hydrocarbons and mixtures of terpene hydrocarbons and terpene alcohols. Care should be taken to limit the complexity of the waste stream. In all cases where solvents are used in the course of work, proper ventilation shall be provided by the Contractor to ensure that resulting fumes/vapors are not dispersed to areas beyond the work area. The manufacturer’s recommendations for application and requirements of Cal-OSHA shall be strictly observed.

F. Use an appropriate cleaning agent in which PCBs are shown to be at least 5-percent soluble by weight. Care should be taken to limit the complexity of the waste stream. Numerous, non-toxic, cleaning agents shown to meet or exceed the solubility requirement above are commercially available. In all cases where cleaners are used in the course of work, proper ventilation shall be provided by the Contractor to ensure that resulting fumes/vapors are not dispersed beyond the work area. The manufacturer’s recommendations for application and requirements of Cal-OSHA shall be strictly observed.

G. Absorbents: “Safestep” as manufactured by Andesite of California, Inc., or approved equal.

PART 3 - EXECUTION

3.1 SAFETY PROCEDURES AND WORKER PROTECTION

A. Take all precautions and measures required to protect employees, inspection personnel, District’s on-site personnel and the general public from exposure to PCB solids, liquids and vapors.
   1. All personnel authorized for entry in work areas shall be instructed in the proper procedures for working with or around electrical hazards and PCB containing/contaminated materials.
   2. All electrical equipment upon which PCB related activities are to be performed shall be de-energized, locked out/tagged out and permanently disconnected from any power source prior to the commencement of the work.
   3. Consumption of food or tobacco products shall not be permitted in any of the project work areas where PCBs, volatile solvents and/or other hazardous materials are present. Additionally, no open flames will be permitted in these same areas. Signage to this effect shall be provided for each work area.
   4. The Contractor performing the work of this Contract shall develop, together with applicable subcontractors, a contingency plan covering accidental spills and work exposure to PCBs. The plan shall be submitted to the District or District’s designated representative prior to commencing PCB-related work. The submittal shall also include a separate section to describe the hauler’s spill contingency plan and avoidance procedures.

B. Work Area Protection and Marking: Prior to commencing any PCB-related work activities provide barricades and warning signs to clearly identify and effectively guard against unauthorized entry into the work areas. The District or District’s designated representative will inspect and approve all containment setups before any abatement is undertaken. If a containment area is breached (failure
of polyethylene seals, visible dust emission, etc.), the Contractor shall take immediate action to control the breach and clean the area to the satisfaction of the District or District’s designated representative. Clearance for any contaminated areas will be determined by the District or District’s designated representative and may include sampling.

1. Place barricades to maintain a minimum of 25 feet from all perimeters of the work being conducted to the barricades, where feasible.
2. All equipment such as tools, containers, etc., shall be confined to the work area until work is complete, containers are sealed and equipment properly decontaminated and safely stored for transport.

C. Protective Clothing and Equipment: At all times when suspect PCB fluids or mixtures in any volume are not sealed in drums, containers or electrical equipment, workers shall wear:

1. Gloves impermeable to both PCBs and the solvent and/or clean up agent in use.
2. Disposable, full body suit, impermeable to both PCBs and the solvent and/or clean up agent in use.
3. Appropriate eye protection to ensure that eyes are protected from liquid splatter or exposure to concentrated vapors or fumes.
4. Respiratory protection appropriate for the concentration of the hazardous material(s) and atmosphere present. Supplied air must meet requirements for Grade D air, at a minimum. Establish a respiratory protections program as outlined by ANSI and required by Cal-OSHA. Select respirators from those approved by the National Institute for Occupational Safety and Health (NIOSH). Respirators selected must be approved by the Competent Person. Submit program for review a minimum of five (5) working days prior to the commencement of abatement activities.
   a. The Contractor shall provide protective clothing, eye protection, and breathing apparatus as required for authorized inspection personnel upon request.
   b. Pre-cleaning, containment set-up, and containment removal work: NIOSH-approved, half-face respirators with double stack Organic Vapor/HEPA cartridges.
   c. Interior abatement of PCBs: NIOSH-approved half-face respirators with double stack Organic Vapor/HEPA cartridges.
   d. All exterior PCB work: NIOSH-approved, half-face respirators with double stack Organic Vapor/HEPA cartridges.

D. Personnel Protection and Procedures: The PCB work area shall at no time be left unattended from the commencement of remediation work and until all PCBs and incidentals have been sealed in approved containers. If immediate transportation to the PCB storage facility or disposal facility is not feasible the work area must be secured in a manner approved by the District or District’s designated representative.

1. During work procedures and at all times when PCB containing materials/contaminated fluids in any volume are not sealed in drums, containers or electrical equipment, all personnel entering the regulated work area must don protective clothing and equipment. Upon exiting the work area, all disposable protective clothing shall be placed in appropriate waste storage drums and sealed, for subsequent transportation to the on-site storage facility or disposal facility.
2. Workers with cuts or scratches shall seal these wounds sufficiently to prevent accidental contact of the hazardous materials within the regulated work area prior to entering the regulated work area. Similarly, workers who accidentally incur minor cuts or scratches in the course of work activities shall immediately leave the work area, cleanse the wound with medical grade soap and seal the wound before returning to the work area.

3.2 PERSONNEL PROTECTION

A. Informed Workers:

1. All workers shall be informed of the hazards of PCBs and any other hazardous materials exposure. Workers shall also be instructed in the use and fitting of respirators, protective clothing, decontamination procedures, and all other aspects associated with the abatement work.
B. Personal Hygiene Practices:
   1. The Contractor shall enforce and follow good personal hygiene practices during the abatement of hazardous materials. These practices will include but not be limited to the following:
   2. No eating, drinking, smoking or applying cosmetics in the work area. The Contractor shall provide a clean space, separated from the work area, for these activities.
   3. If data gathered by the District or District's designated representative in areas adjacent to the work areas shows exposure to PCBs or other hazardous materials exceeding Cal-OSHA criteria, that area will become regulated and workers must wear protective clothing and approved respirators and must have a shower facility provided to them.

3.3 PCB REMOVAL

A. The Contractor shall remove all light ballasts not labeled as “No PCBs” from lighting fixtures throughout each affected building to be demolished. These devices shall be removed in a manner to prevent accidental breakage and release of PCBs into the environment.

3.4 CLEARANCE INSPECTIONS

A. Initial Visual Inspection: Contractor shall notify the District or District’s designated representative when the decontamination process in each containment area is complete.

B. If the District or District’s designated representative determines that the work area is sufficiently clean, the Contractor may proceed. If the Owner or Owner’s designated representative determines that certain areas require additional cleaning, the Contractor shall re-clean the work area and request a second inspection of the recleaned area. All costs incurred by the Owner for inspections required after the second inspection will be charged to the Contractor.

3.5 HAZARDOUS MATERIALS DISPOSAL

A. It is the responsibility of the Contractor to coordinate waste handling, labeling, transportation, and disposal with the District’s waste transportation and disposal vendor. The Contractor must comply fully with these Specifications, local, state, and federal regulations and provide documentation of the same.

B. Contractor shall provide at minimum three (3) day advance notification to the District when signatures are required on manifest(s). The Contractor shall ensure that the Hazardous Waste Manifest is correctly filled out. The Contractor shall give the appropriate copies to the District.

END OF SECTION
ATTACHMENT A  
PCB WORK PLAN OUTLINE

In accordance with the contract documents, the Contractor is required to prepare a written, site-specific PCB Work Plan, and submit to the District for approval prior to start of work. This plan is required for the contractor to meet Cal-OSHA requirements as well as the contract documents, and shall describe work procedures and control methods that will protect the District’s facilities and the environment.

I. Location of Work:
The work to be completed under this work plan will be completed at:

(Building name)  
(Location within building)

II. Description of Work:
Describe the anticipated work scope

III. Schedule (days and hours of operations):

<table>
<thead>
<tr>
<th>Phase/Task</th>
<th>Anticipated Date(s)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Mobilization</td>
<td></td>
</tr>
<tr>
<td>Set-up of work area(s), containments</td>
<td></td>
</tr>
<tr>
<td>Abatement</td>
<td></td>
</tr>
<tr>
<td>Final Cleaning</td>
<td></td>
</tr>
<tr>
<td>Visual Inspection</td>
<td></td>
</tr>
<tr>
<td>Teardown</td>
<td></td>
</tr>
<tr>
<td>Demobilization</td>
<td></td>
</tr>
</tbody>
</table>

IV. Equipment and Materials
List all equipment and materials to be used, such as the following:

- HEPA Vacuums
- Gloves
- Hand tools
- Cleaning Agents
- Solvents
- Respiratory Protection
- Absorbents
- Disposable coveralls
- Eye & foot protection

V. Crew
List all workers and supervisors with emergency contact names and phone numbers.

Clearly identify the supervisor and competent person who have authority for all safety and health.

VI. Control Measures and Work Practices
Describe in a narrative format specific work procedures, exposure/contamination controls, and engineering controls.

VII. Respiratory Protection and Protective Clothing/Personal Protective Equipment
List all respiratory protection including types and manufacturers which are anticipated for this project. Identify the phases of the project for which
respirators will be required or likely to be required. List all personal protective equipment anticipated to be used on the project.

VIII. Decontamination/Hygiene Facilities

Identify the types and locations of decontamination or hygiene facilities to be used on this project. Specify use of disposable towels, soap, hot and cold water, and other supplies. Specify the required use of the facilities, including use of the facilities prior to eating, drinking, smoking and before leaving the project site. Describe handling or treatment of solid waste and wastewater.

IX. Air Monitoring Data

Identify general worker air monitoring protocols to be followed on this project, including worker category classifications, frequency of monitoring, anticipated laboratory to be used for analysis, pump calibration techniques, etc. Identify the competent person responsible for conducting personal air monitoring.

X. Containment Diagram

Include a diagram (hand written is acceptable) of the containment(s) showing the containment perimeter in relation to the surrounding areas and decontamination areas.

XI. Waste

Describe how all waste on this project will be packaged, labeled, stored, transported, manifested and dispose. Provide name of transportation vendor and disposal vendor, location of disposal vendor if not specified by the District.

XII. Preparation of PCB Work Plan

Date Prepared and Prepared By (signature, name and title)
PART 1 - GENERAL

1.1 SUMMARY OF LEAD-RELATED WORK

A. General. This section involves the requirements for removal and/or disturbance of building materials and painted components that contain detectable quantities of lead. This scope of work is intended to be utilized during Phase I of the general replacement of the PE Complex at Diablo Valley College. This phase of work entails the complete demolition of three structures, including the PE Faculty Office Building, the former Concessions Stand and the Office Adjacent Electrical Enclosure structure.

B. Existing building materials and components with paint or coatings considered to be lead containing include, but are not limited to drywall walls and ceilings, ceramic tile glazing compounds, exterior fence and other related hardware, doors, windows and facility HVAC equipment. All painted surfaces not specifically tested shall be assumed to contain lead. The intent of this work and the required procedures is to minimize lead emissions and contamination resulting from demolition and construction.

C. It should be noted that actual lead disturbance for the purposes of abating lead hazards is not anticipated during the course of this project. The following specification is provided for use in stabilizing loose and peeling paints, as well as general demolition of lead containing paints (LCPs) and other materials.

D. Lead-Related Construction Work: The Contractor's lead-related construction work consists of any work activity or task which results in the coincidental removal or disturbance of paints, surface finishes, or other lead containing materials. The Contractor shall determine and implement applicable OSHA worker protection requirements (8 CCR1532.1) and ensure proper clean up and disposal of any resulting paint chips and lead wastes resulting (including water) from all lead-related construction activities including, but not limited to, the following:

1. Removal of damaged or peeling paint from painted building materials.
2. Removal of intact paint from mechanical components and structural steel prior to hot work.
3. Removal of lead materials such as ceramic tile.
4. Demolition of plaster, drywall, metal, and concrete with lead containing paint.
5. Demolition work that will impact existing painted surfaces including but not limited to drilling, cutting, removal of existing attachments (electrical, mechanical, structural).

E. Table I, below, lists all materials and painted surfaces that have been sampled at the referenced site. Due to the varying levels of lead concentrations observed, all painted surfaces should be treated as lead containing unless specifically refuted by appropriate sampling and laboratory analysis.
**TABLE I**
EXISTING LEAD DATA

<table>
<thead>
<tr>
<th>Sample Number</th>
<th>Material Description and Sample Location</th>
<th>Lead Concentration (mg/Kg, ppm)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Pb-45</td>
<td>Brown Paint on Wood Exterior Wall System collected from Building 69 - PE Office at Roof Northern Upper Level</td>
<td>&lt;49.7</td>
</tr>
<tr>
<td>Pb-46</td>
<td>Stone Roofing Ballast collected from Building 69 - PE Office at Roof Main Field</td>
<td>&lt;49.8</td>
</tr>
<tr>
<td>Pb-48</td>
<td>Light Brown Paint on Wood Siding collected from Building 69 - PE Office at Exterior Southwest Breezeway</td>
<td>&lt;49.8</td>
</tr>
<tr>
<td>Pb-49</td>
<td>Brown Paint on Metal Exterior Post collected from Building 69 - PE Office at Exterior Northern Side</td>
<td>1,940</td>
</tr>
<tr>
<td>Pb-50</td>
<td>White Glazing Compound on 4” Ceramic Wall Tile collected from Building 69 - PE Office at 1st Floor Men’s Locker Room</td>
<td>1,120</td>
</tr>
<tr>
<td>Pb-51</td>
<td>Orange Paint on Metal HVAC Ducting collected from Building 69 - PE Office at 2nd Floor Central Corridor</td>
<td>10,300</td>
</tr>
<tr>
<td>Pb-52</td>
<td>White Paint on Drywall Wall System collected from Building 69 - PE Office at 1st Floor Men’s Lockers</td>
<td>&lt;49.9</td>
</tr>
<tr>
<td>Pb-53</td>
<td>Orange Glazing Compound on 3”x6” Clay Accent Tile collected from Building 69 - PE Office at Exterior Western Side</td>
<td>&lt;50.0</td>
</tr>
<tr>
<td>Pb-47</td>
<td>Brown Paint on Wood Exterior Wall System collected from Building 69- PE Office at Exterior Northern Side</td>
<td>&lt;49.7</td>
</tr>
<tr>
<td></td>
<td><strong>Concessions Stand Building</strong></td>
<td></td>
</tr>
<tr>
<td>Pb-40</td>
<td>Orange Paint on Drywall Wall System collected from Building Concessions Building at Interior Eastern Food Preparation Area</td>
<td>9,150</td>
</tr>
<tr>
<td>Pb-41</td>
<td>Brown Paint on Wood Column collected from Building Concessions Building at Exterior Eastern Side</td>
<td>149</td>
</tr>
<tr>
<td>Pb-42</td>
<td>White Paint on Drywall Wall System collected from Building Concessions Building at Interior Western Women’s Restroom</td>
<td>&lt;49.3</td>
</tr>
<tr>
<td></td>
<td><strong>Kinesiology Area Electrical Enclosure</strong></td>
<td></td>
</tr>
<tr>
<td>Pb-15</td>
<td>Black Paint on Wood Fencing collected from Building Kinesiology at Exterior Transformer Enclosure</td>
<td>304</td>
</tr>
<tr>
<td>Pb-16</td>
<td>Tan Paint on Metal Door collected from Building Kinesiology at Exterior Electrical Room</td>
<td>18,800</td>
</tr>
<tr>
<td>Pb-17</td>
<td>White Paint on Drywall Wall System collected from Building Kinesiology at Exterior Electrical Room</td>
<td>5,820</td>
</tr>
</tbody>
</table>

mg/kg = Milligram per kilogram, ppm = parts per million, ND< = Not Detected
1.2 REGULATIONS
A. The Contractor shall comply with the requirements of the current issue of the following regulations and guidelines governing lead removal, lead-related construction and disposal and other applicable Federal, State, and Local Government regulations. The regulations listed herein are incorporated by reference.

   a. 29 CFR 1926, Construction Standards
   b. 29 CFR 1926.62, Lead in Construction
   c. 29 CFR 1910.94, Ventilation
   d. 29 CFR 1910.134, Respiratory Protection
   e. 29 CFR 1910.1025, Lead
   f. 29 CFR 1910.1200, Hazard Communication
   g. 29 CFR 1926.55, Gases, Vapors, Fumes, Dusts, and Mists
   h. 29 CFR 1926.57, Ventilation
   i. 40 CFR Part 50.12, Ambient Air Quality Standard for Lead
   j. 40 CFR Parts 260, 261, 262, 263, 264, 265 and 268, Hazardous Waste Management
   k. 49 CFR Parts 172, 173, 178, 179, Hazardous Material Transportation

2. California Code of Regulations:
   a. 8 CCR Division 1, Chapter 4, Subchapter 4, Construction Safety Orders
   b. 8 CCR 1532.1, Lead in Construction
   c. 8 CCR 1537, Welding, Cutting, and Heating of Coated Metals
   d. 8 CCR 5144, Respiratory Protection
   e. 17 CCR 35001 – 36100, Accreditation, Certification, and Work Practices for Lead-Based Paint and Lead Hazards
   f. 26 CCR Division 22, Hazardous Waste


1.3 DEFINITIONS
A. Definitions specific to the work of this section:

1. Abatement: Procedures for control of lead exposures to the Contractor’s workers, District Employees, Students, the Public and the environment by removal, enclosure, and/or encapsulation of lead containing paints (LCPs), Lead Containing Construction Materials (LCCMs), and LCP coated components and proper clean up and disposal of resulting lead contaminated dust, chips, debris, and abatement wastes. Also, include procedures for control of lead exposures resulting from welding or other hot work on surfaces with LCPs or residues.

2. Action Level (AL): An exposure of 30 µg/m³ of airborne lead as an 8 hour TWA. When the AL is met, or exceeded, certain protective health and safety measures are triggered per 8 CCR1532.1 Lead.

3. Action Levels for Lead Content: The levels of lead concentration established for each type of analysis performed, which if the lead concentration equals or exceeds the action levels specified herein, renders the material hazardous.
   a. Action Level for Toxicity Characteristic Leaching Procedure (TCLP) by EPA 200.7: Action level for TCLP is 5.0 milligrams per liter.
   b. Action Level for Total Threshold Limit Concentration (TTLC) by EPA 6010: Action level for TTLC is 350 milligrams per kilogram.
   c. Action Level for Soluble Threshold Limit Concentration (STLC) by EPA 200.7: Action level for STLC is 5.0 milligrams per liter.

4. Airlock: A system for permitting ingress or egress with minimum air movement between a contaminated area and an uncontaminated area, typically consisting of two curtained doorways at least three feet apart.

5. Air Monitoring: The process of measuring the lead content of a specified volume of air in a stated period of time.
6. Area Monitoring: Sampling of lead concentrations within the lead control area and inside the physical boundaries which is representative of the airborne lead concentrations that may reach the breathing zone of personnel potentially exposed to lead.

7. Authorized Visitor: District or District's Representative, Architect, or a representative of any regulatory or other agency having jurisdiction over the project.

8. Change Room and Shower Facilities: Rooms within the designated boundary around the lead control area equipped with separate storage facilities for clean protective work clothing and equipment and for street clothes which prevent cross-contamination.

9. Clean Room: An uncontaminated area or room which is part of the worker decontamination enclosure system, with provisions for storage of workers' street clothes and protective equipment.

10. Competent Person: An onsite supervisor who has been formally trained in lead abatement and who is capable of identifying lead hazards, substandard and improper lead abatement controls, procedures, practices, and conditions and who has sufficient experience and authority to take prompt corrective measures to eliminate them.

11. Decontamination Room: Room for removal of contaminated personal protective equipment (PPE).

12. District: Contra Costa Community College District

13. District's Observation Service: Consultant retained by the District to inspect work areas, and collect environmental samples (air, bulk, waste).

14. DOP Test: Test of a High Efficiency Particulate Absolute filter (HEPA) system to verify that a minimum of 99.97% of all particles 0.3 microns in diameter are captured by the filter system test must be conducted with dioctylphthalate (DOP) test aerosol in accordance with ANSI Z9.2 1979 and Federal Standard 209 B for Class 100 air and as indicated in UL 586.

15. Eight-Hour Time Weighted Average (TWA): Airborne concentrations of lead averaged over an 8-hour workday to which an employee is exposed.

16. Fixed Object: A unit of equipment or furniture in the Work Area which cannot be removed from the Work Area.

17. Hazardous Waste: Lead paint debris and materials shall be classified as hazardous due to the characteristic of toxicity, as determined by testing in accordance with the California Code of Regulations, Title 22, Division 4, Chapter 30, Article 11. Any substance(s) listed in Article 11 Section 66699 at concentrations greater than their listed Soluble Threshold Limit Concentration (STLC) or Total Threshold Limit Concentration (TTLC) may need to be further characterized by the Toxicity Characteristic Leaching Procedure (TCLP) in accordance with 40 CFR 261 and other tests prior to disposal as a hazardous waste.

18. HEPA Exhaust System: A portable local exhaust system equipped with HEPA filtration and capable of maintaining a constant, low velocity air flow into contained contaminated areas from adjacent uncontaminated areas when used as Differential Pressure Equipment. Also, capable of use as local exhaust to control lead fumes generated from hot work.

19. HEPA Filter: A High Efficiency Particulate Absolute (HEPA) filter capable of trapping and retaining 99.97% of lead particles greater than 0.3 microns in diameter.

20. HEPA Vacuum Equipment: High efficiency particulate air (absolute) filtered vacuuming equipment with a filter system capable of collecting and retaining lead dust. Filters shall be certified to be of 99.97% efficiency for retaining particles of 0.3 micrometers diameter or larger.

21. Intact LCP Components: LCP components removed substantially intact with LCP firmly adhering to the surface. Examples are door, door trim, baseboards, etc., with intact paint. Also, referred to as architectural debris with intact paint.

22. Lead Based Paint (LBP): Lead Containing Paint (LCP) that is at least 0.5% lead by weight when analyzed by AAS or ICP AES (equivalent to 5000 ppm of lead) or 1.0 milligrams of lead per square centimeter (mg/cm2) as determined by XRF testing or as identified by specification. LBP is also a Lead Containing Construction Material (LCCM).

23. Lead Containing Construction Materials (LCCM): Any construction material: (i) containing lead at analytically detectable levels greater or equal to 50 ppm; or (2) containing paints or other finishes with lead at levels greater than 600 ppm; or (3) consisting of paints containing lead at any level capable of posing an occupational or environmental hazard during any phase or process of the current construction or demolition project. Occupational hazards shall be
considered evident when airborne exposure levels exceed or are likely to exceed the permissible exposure level (PEL) set by Cal/OSHA. Environmental hazards shall be considered evident when lead surface contamination levels exceed 800 µg/ft² on Work Area surfaces and/or when any of the State or Federal hazardous waste criteria for lead is met or exceeded.

24. Lead Containing Paint (LCP): Any paint or finish coating with a lead content of 0.06% lead or greater. Cal/OSHA regulation requires assessment of employee exposure for all tasks where lead is present at this level or higher. Note: At lead levels below 0.06% exposure assessments are still required for “Trigger Tasks”.

25. Lead Control Area: An enclosed area or structure with full containment to prevent the spread of lead dust, paint chips, or debris of LCP removal operations. The lead control area is isolated by physical boundaries to prevent unauthorized entry of personnel.

26. Lead-related Waste: Paint chips, vacuum dust, and debris, used cleaning articles, waste water, plastic sheets and other disposable items which were used during the LCP abatement process and thus are considered lead contaminated waste or assumed hazardous waste pending further characterization.

27. Lead Impacted Construction: Any construction activity, excluding abatement, which disturbs lead or lead containing paints or coatings and which may, under specific circumstances, result in worker and or environmental exposure.

28. Lead-related Construction: Any construction activity or process including but not limited to lead abatement, LCCM (i.e. paint) removal lead impacted construction, or welding on lead containing surfaces which may expose workers, building occupants, or the environment to a release of airborne lead or surface lead contamination.

29. Mini containment or Mini enclosure: A small temporary enclosure constructed of impervious material (such as plastic sheeting) with at least one airlock to permit ingress and egress. The entire Work Area is contained or enclosed by this system to prevent the escape of contamination outside the Work Area.

30. Permissible Exposure Limit (PEL): An exposure to airborne lead of 50 micrograms of lead per cubic meter of air (50 µg/m³), averaged over an 8-hour workday which is referred to as a time weighted average (TWA). This is the highest level of Lead in air an employee can be permitted to be exposed to in an eight-hour work day. For longer work days, the PEL is lowered and can be determined by dividing 400 by the number of hours worked per day. When the PEL is exceeded, the Contractor must act to lower the exposure level and protect the worker per 8 CCR1532.1 Lead.

31. Personal Monitoring: Sampling of lead concentrations within the breathing zone of an employee to determine the 8-hour TWA concentration in accordance with Title 8 CCR 1532.1. Samples shall be representative of the employee’s work tasks. Breathing zone shall be considered an area within a hemisphere, forward of the shoulder, with a radius of 6 to 9 inches and the center at the nose or mouth of an employee.

32. Physical Boundary: Area physically roped or partitioned off around an enclosed lead control area to limit unauthorized entry of personnel. As used in this section, “inside boundary” shall mean the same as “outside lead control area”.

33. Qualified Person: The individual identified by the Contractor to be responsible for conducting air sampling, calibration of air sampling pumps, evaluating sampling results, and conducting respirator fit tests.

34. Recognized Training/Educational Institution: University, college, Steel Structures Painting Council, or a professional training organization funded by or meeting U.S. Environmental Protection Agency (EPA) and/or California Department of Public Health (DPH) training accreditation requirements for contractors performing lead based paint or construction abatement work.

35. Removal: All herein specified procedures necessary to remove and clean up all LCCM or LCP from the designated areas and to dispose of these materials at an acceptable site in accordance with Federal, State and Local Regulations. Removal of LCP may be by whole painted component or by removing LCP from painted components either onsite or offsite.

36. District's Representative: Consultant retained by the District.

37. Trigger Task: Task specifically identified by the CAL/OSHA Lead standard as a potential exposure hazard requiring certain protective measures to be implemented prior to obtaining the
results of an initial exposure assessment. Trigger tasks include, but are not limited to, any of the following tasks when materials or paints which contain lead are present and will be disturbed:

a. Manual demolition
b. Manual scraping or sanding
c. Heat gun application
d. Use of power cleaning tools
e. Rivet busting
f. Abrasive blasting
g. Welding, cutting or torch burning

38. Visually Clean: Free of visible dust, paint chips, dirt, debris, or films removable by vacuuming or wet cleaning methods specified. For outside soil or ground cover areas, visually clean shall mean free of construction or paint debris, chips or dust distinguishable from the initial soil or ground conditions.

39. Washroom: A room or area established outside the Work Area for hand washing at minimum. Where the lead PEL is exceeded, the wash room shall contain a shower facility with hot and cold water and a water filtering system.

40. Wet Cleaning: The process of eliminating lead contamination from building surfaces and objects by using cloths, mops, or other cleaning tools which have been washed with specified detergent solutions and rinsed with clean water.

41. Work Area: A designated and controlled area in which lead abatement actions are undertaken or which may become contaminated as a result of such actions. A Work Area is a controlled area delineated at minimum by barrier tape (or similar means) and signage to restrict access to Authorized Personnel. In some instances, a higher degree of physical isolation and control may be required and specified.

1.4 SUBMITTALS AND NOTICES

A. Requirements are as set forth in the General Conditions and Division 1, for items required to be submitted under this section.

B. Product data shall include manufacturer’s product data, specifications, samples and application instructions and other pertinent information necessary.

C. Project procedure submittal for LCP coating removal. Submit the following:

1. Detailed work plan for all lead-related construction including:
   a. removal method to be employed;
   b. lead contamination controls for each different type of method or work operation involving lead containing paint removal;
   c. equipment and materials proposed to be used on LCP coatings;
   d. the procedures and practices for protection of building occupants and the environment; and
e. detailed description of Work Area preparation and containment controls for lead-related construction work, cleaning and decontamination procedures, signage, and security measures.

2. Detailed plan for disposal of lead contaminated wastes generated by this work in accordance with all applicable Federal, State and Local regulations. Each separate waste stream should be addressed including name of waste stream, methods of handling, packaging, labeling, storage, transportation, and disposal or recycling. For materials to be disposed, indicate the classification of the waste (RCRA hazardous, California hazardous or non-hazardous).

3. Method of transport of hazardous waste including name, address, EPA I.D. number, and telephone number of the transporter and the name, class, address, EPA I.D. number, and telephone number of hazardous waste site(s) to be utilized for disposal of each waste stream.

4. Proposed location, size and type of secured waste storage containers to be used. Include system that will be used for segregating different waste streams.

5. Detailed schedule for completion of lead-related construction work to be updated on a weekly basis indicating tasks being performed until job completion.
6. Detailed plan for protection of workers conducting lead-related construction work which includes all information required for the CAL/OSHA lead compliance plan per Title 8 CCR 1532.1. At minimum, for each removal method, the plan shall detail protective clothing and equipment and procedures and worker decontamination facilities and procedures.

D. Project Procedures Submittal for Hot Work on LCP Surfaces
1. Detailed work plan for containment and removal of lead containing paint, capture of fumes from all hot work including welding and torch cutting on painted structural steel or painted mechanical components. Include equipment and materials proposed to remove paint, capture, HEPA filter, and exhaust all lead containing fumes for protection of workers, building occupants, and the environment.
2. Cal/OSHA lead compliance plan for welders per 8 CCR 1532.1 Lead.
3. Daily air monitoring plan to verify that airborne lead levels do not exceed the specified limits in any occupied areas of the building.

E. Project procedure submittal for lead-related construction demolition. Submit the following:
1. Detailed work plan for all lead-related construction including:
   a. removal method to be employed;
   b. lead contamination controls for each different type of method or work operation involving lead containing materials;
   c. equipment and materials proposed to be used on lead containing materials;
   d. the procedures and practices for protection of building occupants and the environment; and
   e. detailed description of Work Area preparation and containment controls for lead-related construction work, cleaning and decontamination procedures, signage, and security measures.
2. Detailed plan for disposal of lead contaminated wastes generated by this work in accordance with all applicable Federal, State and Local regulations. Each separate waste stream should be addressed including name of waste stream, methods of handling, packaging, labeling, storage, transportation, and disposal or recycling. For materials to be disposed, indicate the classification of the waste (RCRA hazardous, California hazardous or non-hazardous).
3. Method of transport of hazardous waste including name, address, EPA I.D. number, and telephone number of the transporter and the name, class, address, EPA I.D. number, and telephone number of hazardous waste site(s) to be utilized for disposal of each waste stream.
4. Proposed location, size and type of secured waste storage containers to be used. Include system that will be used for segregating different waste streams.
5. Detailed schedule for completion of lead-related construction work to be updated on a weekly basis indicating tasks being performed until job completion.
6. Detailed plan for protection of workers conducting lead-related construction work which includes all information required for the CAL/OSHA lead compliance plan per Title 8 CCR 1532.1. At minimum, for each removal method, the plan shall detail protective clothing and equipment and procedures and worker decontamination facilities and procedures.

F. Lead Abatement Personnel Qualification and Protection Submittal. Submit the following:
1. Employee training certifications demonstrating that all employees engaged in LCP removal or hot work activities have attended formal lead hazard and lead-related construction training by a Recognized Training/Educational Institution. Work for lead-related construction activities inside occupied buildings shall be in accordance with the worker training provisions in the CAL/OSHA and California Department of Public Health (DPH) lead regulations and this specification:
   a. The minimum acceptable training course duration is 40 hours for the Contractor's lead abatement Supervisor/Competent Person and all workers conducting removal of LCP.
   b. The minimum training course for workers conducting other lead-related construction work shall meet all requirements of 8 CCR1532.1, Lead. Documentation shall consist of training institution certificates or certification by trainer for each employee with dates trained and a copy of the training syllabus.
   c. Updated information shall be provided in advance of on-site lead worker personnel changes.
2. Documentation that all employees engaged in lead-related construction activities or the "Trigger Tasks" have had the appropriate medical examinations specified in Title 8 CCR1532.1 within the prescribed time periods immediately preceding project start up. It shall be the Contractor's responsibility to secure all medical and exposure information releases required for employee records in accordance with regulation. Evidence of medical requirement compliance shall include, but are not necessarily limited to:
   a. Documentation of medical surveillance examination by a licensed medical physician prior to commencement of onsite LCP related work including baseline blood lead levels performed within the last six (6) months.
   b. Statement by the examining physician that employee is fit to wear a respirator in accordance with 8 CCR 1532.1 within the last twelve (12) months.
3. Documentation that all employees required to wear respirators has passed respirator fit tests within the past twelve (12) and has been assigned individual respirators which fit them.
4. Methods, procedures and plan for monitoring employee airborne lead exposure during lead abatement activities. Methods and procedures, at a minimum, shall comply with requirements outlined in Title 8 CCR 1532.1 Lead.

G. Lead-related Construction and Equipment Submittal. Submit the following:
   1. Calibration data showing where secondary standards (rotameter) for personal air monitoring equipment have been calibrated from a primary standard within the last 30 days from the date of submittal.
   2. Product data sheets and safety data sheets (SDSs) for each product proposed for use on this project such as wetting agents, chemical paint removers, detergents, adhesives, and abrasives.
   3. Manufacturers certification that HEPA vacuums, HEPA ventilation equipment, and other equipment required to contain airborne dust and fume conform to ANSI Z 9.2
   4. Certification that HEPA filter exhaust systems have been DOP tested in place after installation and been found to provide 99.97% efficient air cleaning for particulates greater or equal to 0.3 microns in diameter. All DOP filter certification testing shall be conducted on site by an independent testing firm.

H. Lead-related Construction/Abatement Daily Submittal. Submit the following documentation daily to the District's Observation Service within 24 hours of initiation:
   1. An accurate daily entry log or roster of all authorized personnel entering and exiting the Work Area.
   2. Copies of initial and periodic personnel air monitoring laboratory results and calculated eight-hour time weighted average results for each employee monitored shall be provided within 48 hours of sample collection.
   3. Provide District's Observation Service at least 24 hours' notice prior to scheduling startup of each different by type of lead-related construction operation including chemical paint removal, manual demolition of paint finishes or equipment, and hot work on lead containing surfaces.
   4. Updated training and medical certifications (as required herein) shall be provided prior to assignment of new personnel and for existing personnel prior to the stated allowable time limits or expiration dates. The allowable intervals since the last medical examination (12 months), blood lead test (6 months), or fit test (12 months), shall not be exceeded.

1.5 DISTRICT’S INDEPENDENT OBSERVATION SERVICE

A. The District's Observation Service is authorized to provide lead removal and lead-related construction compliance observation and monitoring, testing, and technical oversight services including, but not limited to:
   1. Airborne lead monitoring to evaluate the effectiveness of the Contractor’s lead dust and fume control work practices, procedures, and dust containment methods. The results from this monitoring shall be used to evaluate the Contractor's personal monitoring data and to evaluate the Contractor's compliance with occupational and environmental regulations.
2. Visual inspections to verify if the Contractor has met the requirements for various phases of the lead-related construction process including Work Area preparation, removal, and clean up and decontamination.

1.6 CONTRACTOR’S COMPLIANCE AND QUALITY ASSURANCE

A. The Contractor shall have a Competent Person onsite at all times while lead-related construction work is in progress. The Contractor’s Competent Person shall communicate and coordinate with the District’s Observation Service with regard to work schedule, inspections, daily submittals, and compliance issues.

B. The Contractor’s Competent Person shall:
1. Ensure the Contractor’s compliance with the plans, specifications, and work plans.
2. Conduct worker exposure monitoring using a Qualified Person and provide results to the District’s Observation Service.
3. Pre-inspect Work Areas for compliance and completion prior to notifying the District’s Observation Service of the Work Area’s readiness for inspection.
4. Accompany the District’s Observation Service during Work Area pre-start and clearance inspections upon request.
5. Ensure all of the Contractor’s lead-related construction workers have current valid medical, blood lead test, training, and respirator fit testing records where required and provide copies of all new or updated records to the District’s Observation Service for approval before assigning the workers to any work within Work Areas.
6. Take timely and appropriate corrective actions to ensure compliance with the lead-related construction specifications and to eliminate unsafe, unhealthy, and environmentally unsound work practices regardless of whether they are brought to the Contractor’s attention by the District’s Observation Service.
7. Adhere by the initial characterization of waste for proper packaging, labeling, storage, transportation, and disposal of waste. Ensure any additional waste testing required is completed and ensure proper storage, shipping and timely disposal of all hazardous waste.

PART 2 - PRODUCTS

2.1 PROTECTIVE COVERING

A. Polyethylene sheets, fire resistant, of 6 mil thickness in size (dimensions) to minimize the frequency of joints.

2.2 CLEANERS

A. For cleanup and decontamination, a tri-sodium phosphate (TSP) wash solution containing at least five percent (5%) TSP shall be used. Alternative cleaning and decontamination agents shall be subject to approval by the District’s Observation Service and District's Representative.

2.3 TAPE

A. Duct tape (or approved equivalent) two (2) inches or wider, capable of sealing joints of adjacent sheets of polyethylene sheeting and for attachment of polyethylene sheeting to finished or unfinished surfaces of dissimilar materials and capable of adhering under both dry and wet conditions.

2.4 CHEMICAL PAINT REMOVAL SYSTEMS

A. Chemical paint removal systems shall be selected based on the type of paint to be removed, the substrate type, and chemical compatibility with new coating systems to be applied. Chemical removal systems shall effectively remove paint without adversely affecting the treated surface’s suitability for repainting or adversely affecting the bonding, appearance or durability of the coatings to be applied.
B. Chemical paint removal systems containing methylene chloride are prohibited.
C. Submit manufacturer’s product data sheets for each chemical remover for review and evaluation by the District’s Observation Service and District’s Representative. All chemical paint remover products are subject to approval by the District’s Observation Service and District’s Representative.

2.5 SPRAY ADHESIVE
A. Provide spray adhesive in aerosol cans which is specifically formulated to stick to sheet polyethylene.

2.6 DISPOSAL CONTAINERS
A. Provide six (6) mil thick polyethylene sheeting, six (6) mil leak tight polyethylene bags and other impervious containers as required by applicable regulations. All waste shall be labeled as hazardous or potentially hazardous waste unless proven otherwise by appropriate sampling and laboratory analysis.
B. All hazardous waste shipping containers shall meet applicable DOT requirements.

2.7 WARNING SIGNS AND LABELS
A. Caution Signs: To be minimum of 20 x 14 inches and includes phrase “Caution Lead Hazard, Keep Out Unless Authorized” in minimum two-inch-high letters. These shall be posted at each approach to each lead or removal Work Area or area where lead-related construction hot work is conducted.
B. CAL/OSHA Lead Warning Posters: “Warning Lead Work Area, Poison, No Smoking or Eating” shall be posted at the entrance to each Work Area.
C. Labels: Hazardous waste shall be labeled according to Federal, State and Local regulations including, but not limited to, the California Code of Regulations, Title 22, Chapter 30 and the U.S. Department of Transportation 49 CFR Parts 172, 173, 178 and 179.

2.8 PERSONAL PROTECTIVE EQUIPMENT
A. Personal protective equipment shall comply with the requirements of Title 8 CCR 1532.1 Lead.
B. Minimum protective clothing and equipment for lead-related construction work shall consist of fire retardant, disposable, full body coveralls, disposable boots, gloves, or equivalent in accordance with ANSI Z41. Sleeves at wrists and cuffs at ankles shall be secure.
C. Eye protection and hard hats shall be available and worn at all times and shall conform to ANSI 87.1 and ANSI 89.1
D. The Contractor shall provide Authorized Visitors with suitable disposable protective clothing, headgear, respirators, and footwear whenever authorized visitors are required to enter the Work Area. Up to an average of ten sets per day of suitable personal protective equipment shall be made available for authorized visitors.
E. All disposable clothing worn during each work shift shall be removed prior to exiting the Work Area and shall be properly segregated and placed in container for proper waste characterization. The Contractor shall bear full responsibility for additional costs associated with waste profiling and disposal if wastes are not properly segregated.

2.9 RESPIRATORS
A. Provide workers with personally issued respiratory equipment approved by NIOSH and suitable for the lead exposure level in the Work Area. Where respirators with disposable filters are employed, provide sufficient filter for replacement as required by the worker or applicable regulation. Each respirator shall be washed whenever the worker wearing it showers or at least daily prior to storage. The following general conditions shall apply to respirator use:
1. All respirators used must be certified by NIOSH and a respirator program shall be established and implemented.

2. Respirators shall be used whenever airborne lead concentrations will exceed, or are likely to exceed, 50 µg/m³, and for any of the Trigger Tasks which have not been demonstrated to be below the PEL by initial monitoring, and for all operations involving the removal of LCP or welding on surfaces with paint or lead contamination regardless of airborne lead concentrations.

3. Prior to initial monitoring, the level of protection shall follow CAL/OSHA requirements for the specific Trigger Task. Otherwise, the respirators worn shall be selected based on measured or reasonably expected airborne concentrations of lead as follows:
   a. Half face negative pressure air purifying respirator: up to 500 µg/m³
   b. Powered air purifying respirators: up to 50,000 µg/m³
   c. Type C supplied air respirator full face piece pressure demand mode: up to 100,000 µg/m³

4. Disposable respirators are not acceptable at any time. It is always permissible to upgrade to a more protective type of respirator.

5. During all segments of LCP removal and cleanup activities and hot work on LCP coated surfaces, respirator usage shall be required of all persons within the designated Work Areas at all times regardless of airborne lead concentrations.

B. The Contractor is responsible for determination of airborne lead concentration levels for the Contractor’s personnel and for providing and enforcing use of appropriate personnel respirator protection based upon airborne lead concentrations and this specification.

C. Respirators shall not be removed inside the Work Area. Workers shall proceed to the designated washing area and clean the external surface of the respirator body before removing the respirator.

2.10 TOOLS AND EQUIPMENT

A. Provide suitable tools for the removal of LCP and LCCM contamination including required HEPA exhaust systems, HEPA exhausted portable welding fume control systems, HEPA vacuums, ground fault circuit interrupters (GFCIs), ladders, scaffold, garden sprayers and portable eyewash systems. All tools and equipment brought onsite shall be clean and free of lead and other hazardous material contaminants. HEPA vacuums shall be labeled with a lead warning label and dedicated to LCP work to prevent commingling of lead wastes with asbestos or other wastes. HEPA filtered exhaust systems shall be DOP tested on site to verify 99.97% effectiveness as an installed system and shall have accurate magnahelic gages to indicate filter performance while in use. Provide sufficient back up equipment for use in the event of equipment failure. Ensure all equipment has been fitted with any necessary feasible noise attenuators to meet occupational and environmental noise standards for building occupants.

B. Provide enough support equipment, including but not limited to, lumber, nails, hardware, shower stalls, hoses, plumbing, drain pans, sump pumps, and waste water storage drums to construct and operate the required hand washing system and portable Wash Room with showers. The number of showers shall be sufficient for the number of workmen scheduled on the job. The water hose used to connect the drain to the showers will not be used for any other purpose. The supply side water hose shall have a check valve to prevent back-flow under any circumstance.

PART 3 - EXECUTION

3.1 GENERAL

A. Public Warning and Safety Information to be Posted
   1. Post signs at all approaches to the lead Work Area entrance to read "Caution Lead Hazard - Keep Out Unless Authorized." In addition, post the CAL/OSHA Lead Hazard Warning Poster at the immediate Work Area entrance.
2. A list of phone numbers for the local hospital and for emergency squad, the local fire
department, a representative of the Contractor who may be reached 24 hours a day, and
District Representative and any other professional Consultants directly involved in the project.

3.2 GENERAL PREPARATION OF LEAD REMOVAL OR LEAD-RELATED CONSTRUCTION
A. Cordon off the Work Area extending at a minimum of 10 feet horizontally beyond the area of lead-
related construction with barrier tape and warning signs as specified herein.
B. Protect windows, doors, and openings within the regulated area adjacent interior areas of the
building with a minimum of one layer of 6-mil poly.
C. Where LCP or LCCM components are likely to generate airborne dust or paint chips, devise a
suitable containment to contain such dust and prevent dispersal.
D. Provide a designated entry/exit point to exterior Work Areas suitable for workers to properly
decontaminate and exit from the Work Area as specified herein. Install lead caution and warning
signage as specified above.
E. Notify the District’s Observation Service when the Work Area is ready for inspection at the startup
of each lead-related construction process not previously evaluated and approved by the District’s
Observation Service. Lead-related construction work shall not initially proceed until the District’s
Observation Service has checked and approved Work Area preparations.

3.3 WORKER PROTECTION AND DECONTAMINATION PROCEDURES
A. The Contractor shall use only workers medically qualified and trained for lead-related construction,
LCP removal, hot work on LCCM surfaces, and respirator usage.
1. Medically qualified shall mean that the worker has had an occupational medical exam for lead
exposure and respirator usage within 12 months of abatement start up.
2. The contents of the exam must be in conformance with Title 8 CCR 1532.1.
3. Each abatement worker shall have successfully completed formal documented training in lead
hazards and lead abatement methods meeting Title 17 California Department of Public Health
(DPH) requirements. Non-abatement workers performing lead-related construction work shall
have documented lead training in accordance with Title 8 CCR 1532.1.
4. The Contractor's Competent Person for lead-related construction involving paint removal shall
have received at least 40 hours of formal training by a Recognized Training Education
Institution in lead hazards and lead abatement.
5. The Contractor shall ensure that no worker is allowed onsite to perform lead removal or lead-
related construction work until District's Observation Service has received and approved all of
the worker's medical, training and fit testing certifications.
6. Each worker and Authorized Visitor shall, upon entering the job site, enter the designated clean
change room area and put on full body reusable or disposable coveralls, booties or shoe
covers, respirator with HEPA filters, and gloves before entering the Work Area.
7. Each worker and Authorized Visitor shall HEPA vacuum contamination from protective clothing
and then remove shoe covers before leaving one Work Area for another Work Area inside the
same building unless the Work Areas have been interconnected with a secured plastic sheet
runway at least three feet wide.
8. When exiting a Work Area, proceed to vacuum off all reusable work clothing and dispose of
outer disposable protective clothing as suspect lead waste. Proceed to a designated wash
area, remove and clean the respirator and store in a clean container.
9. At the end of the work day, all workers are to do the following in addition to those procedures
described above: Place disposable outer garments and shoe covers in separate labeled waste
containers dedicated to PPE for proper waste characterization; remove inner disposable
clothing and place in waste containers; clean protective gear including respirator, shower or
wash hands and face at minimum, and put on clean street clothes in the clean room area.
10. All tools and equipment shall be decontaminated by HEPA vacuuming and wet wiping prior to being taken out of the Work Area. Tools and equipment with inaccessible internals shall be externally wet wiped, bagged and sealed prior to being removed from the Work Area.

11. Workers shall not eat, drink, smoke, or chew gum or tobacco at the work site within 20 feet of any Work Area as specified by the District or the District’s Observation Service.

3.4 REMOVAL OF LEAD CONTAINING PAINT BY MANUAL SCRAPING REMOVAL

A. LCP removal methods shall be approved for use by the District’s Representative and District’s Observation Service.

B. Work area preparation including poly drop sheet shall be of sufficient size and configuration to capture all paint chip and dust during manual paint removal.

C. Work performed at elevated conditions must be performed in a manner to prevent debris from falling to the ground and spreading beyond the immediate work area.

D. Paint removal debris shall be cleaned from the work area and secured after each shift.

E. Containerize all paint waste in impervious containers labeled as hazardous waste.

F. Package all contaminated rags and protective equipment, and disposable cleaning items and plastic sheets in labeled impervious containers and transfer waste containers to secure waste storage units. The Contractor shall assume all such waste to be hazardous unless proven otherwise by objective waste characterization data.

G. Clean and decontaminate the Work Area in accordance with the procedures outlined herein.

H. Decontaminate all tools and equipment before removing them from the Work Area. Seal or bag-up such equipment for transfer to the next Work Area or operation.

3.5 REMOVAL OF LEAD CONTAINING PAINT BY CHEMICAL REMOVAL

A. Removal of LCP using Chemical Removal system shall be approved for use by the District’s Representative and District’s Observation Service.

B. The Contractor shall provide additional security measures as necessary to ensure occupants cannot gain access to chemicals and chemically treated surfaces.

C. Safety data sheets for each chemical substance and product used shall be onsite at all times and available for review by the workers, the District’s Representative, and District’s Observation Service.

D. The Competent Person shall review the contents of the safety data sheets and the safe removal procedures with the workers prior to chemical removal.

E. Workers shall wear chemical goggles, face shields, impervious gloves, aprons, and booties over the standard protective clothing prior to starting chemical removal.

F. Stage or install a temporary emergency eyewash capable of providing a 15-minute flush within the immediate Work Area if corrosive organic or corrosive inorganic paint removal (stripping) products are used. In addition, an emergency shower shall be available onsite within 50 feet of the removal operation.

G. Chemical stripping agents (and neutralizers) shall be applied in accordance with the recommendations of the manufacturer. Remove all paint down to the bare substrate. Ensure that the chemicals used and the associated removal methods leave a clean and smooth surface capable of accepting a suitable primer/sealer coating after final cleaning. No paint or chemical residue shall be visible on the bare metal surfaces to be welded. All chemical residues shall be removed from surface applied.

H. Containerize all paint and chemical waste in impervious containers labeled as hazardous waste.
I. Package all contaminated rags and protective equipment, and disposable cleaning items and plastic sheets in labeled impervious containers and transfer waste containers to secure waste storage units. The Contractor shall assume all such waste to be hazardous unless proven otherwise by objective waste characterization data.

J. Clean and decontaminate the Work Area in accordance with the procedures outlined herein.

K. Decontaminate all tools and equipment before removing them from the Work Area. Seal or bag-up such equipment for transfer to the next Work Area or operation.

3.6 CLEANING AND DECONTAMINATION OF REMOVAL WORK AREAS

A. Daily Clean up: Perform the following clean up procedures daily.

1. Clean Work Areas until they are free of loose dust and debris to the satisfaction of the District’s Observation Service and/or District Representative using HEPA and/or wet wiping after pick up of large debris.

2. Wet debris with a fine mist of water and collect material. All material to be properly segregated, bagged in 6-mil plastic bags, sealed, and moved to a designated, secure, waste storage area for waste characterization.

3. At the end of each work day the Contractor's Competent Person shall inspect work performed that day to ensure the work has been completed and no dust or residue remains on the areas removed and/or in the Work Area. The District's Representative shall be included in that inspection process when and if they request inclusion.

B. Final Clean up and Decontamination of Abatement Work Areas: At completion of abatement perform cleaning as follows:

1. Remove all visible dust and debris as specified above.

2. Clean all Work Areas where abatement was performed by vacuuming all surfaces with a HEPA vacuum followed by wet wiping with a high phosphate (trisodium phosphate) wash or equivalent. The Contractor shall spray surfaces with a 5-10 percent trisodium phosphate (or approved equivalent) cleaning solution applied with a garden sprayer and wipe or mop surfaces with frequently changed clean towels, rags or mops.

3. Disassemble and remove containment barriers at each Work Area location after cleaning as specified above. Place polyethylene sheeting and tape into waste bags and remove to the temporary waste storage area.

4. Remove six (6) mil polyethylene sheeting on immovable objects and floors (where present) after misting with a high phosphate wash and wet wiping. Place polyethylene sheeting and waste rags in segregated six (6) mil plastic bags, seal and store in a designated, secure, waste storage area for waste characterization.

5. The cleaning procedure used shall prevent spread of contamination and effectively clean surfaces while producing minimal waste.

6. All tools and equipment shall be sealed in six (6) mil plastic bags after being decontaminated using a high phosphate wash and wet wiping prior exiting the Work Area.

7. Liquid cleaning wastes shall be filtered prior to containerizing for temporary storage pending hazardous waste characterization. Filter systems shall be able to remove particulate two microns and larger in diameter. Permits, if required, are the responsibility of the Contractor.

8. At least eight hours prior to completion of the first Work Area and again upon completion of final clean up and decontamination, notify the District’s Observation Service to obtain a final clearance inspection and testing.

3.7 FINAL CLEARANCE INSPECTION AND TESTING OF REMOVAL WORK AREAS

A. Interior Clearance Inspection and Testing.

1. After the final cleanup of each Work Area by the Contractor, the District’s Observation Service will conduct a visual inspection to ensure that all visible dust and debris has been removed.

2. If the results of the final visual inspection are satisfactory, the District’s Observation Service may proceed to collect clearance dust wipe samples building areas that will be reoccupied.
3. If the Work Area is not visibly clean, as determined by the District’s Observation Service, the Contractor shall re clean and decontaminate the Work Area.

4. The visibly clean Work Area shall not contain surface lead contamination at or in excess of 800 micrograms of lead per square foot of surface sampled (µg/ft²) for rough surfaces or 40 µg/ft² for smooth finish surfaces and 250 µg/ft² for window sills. Dust wipe samples will be taken using the HUD sampling protocol by the District’s Observation Service subsequent to the lead abatement or lead-related construction activities to assess adequacy of the Contractor’s cleaning and decontamination procedures.

5. Dust wipe samples will be collected using commercial wipes moistened with a non-alcohol wetting agent. Areas of approximately one square foot will be selected from horizontal surfaces below or adjacent to where LCCM’s components or paint has been removed.

6. At a minimum, one dust wipe sample will be collected per representative abated area and sent under proper chain of custody protocol to an AIHA or ELLAP accredited laboratory or equivalent.

7. All dust wipe samples will be analyzed for lead using either AAS or ICP AES for lead and results will be provided to the Contractor within two days of receipt of sample results.

8. The Contractor’s cleaning and decontamination shall be deemed adequate when all collected and analyzed dust wipe sample results from the Work Area are below the following levels of lead:
   a. Smooth floors and horizontal surfaces: 40 micrograms per square foot (µg/ft²)
   b. Window sill: 250 µg/ft²
   c. Window trough, rough floors and exterior surfaces 800 µg/ft².

9. If any of the dust wipe samples exceed the clearance criteria, the entire Work Area must be cleaned and re-tested until the clearance criteria are met.

10. If a Work Area fails the clearance criteria specified above, the Contractor shall re clean the entire Work Area.

11. Building areas scheduled for demolition do not require final dust wipe testing.

3.8 LEAD-RELATED CONSTRUCTION WORK

A. Where the Contractor’s work requires demolition of lead containing materials, disturbance of materials coated with LCP, or removal/installation of architectural, electrical, plumbing, or mechanical components from/to existing LCP coated systems, the Contractor shall take the following precautions:
   1. Cordon off the work area with caution tape and lead warning signs.
   2. Protect workers in conformance with Title 8 CCR1532.1.
   3. Place a plastic drop cloth below the area where LCP paint chips or dust is likely to be released.
   4. Clean up all resulting LCP chip dust and debris by wet wiping or HEPA vacuuming before moving the drop cloth to the next area. Dispose of paint chip and contaminated cleaning materials as specified herein.

B. Where the Contractor’s work involves the removal of LCP components such as painted plaster, drywall, wood, concrete, and/or materials such as ceramic tile Contractor shall take the following precautions:
   1. Prepare Interior Work Areas as specified for removal.
   2. Remove components using wet methods and/or HEPA vacuuming to control dust generated by mechanical cutting and/or disassembly. If torch cutting is required, remove the existing paint on all surfaces back at least 12 inches or more in each direction from the hot work as specified herein.
   3. Clean up lead containing paint chips, dust, and debris as the removal proceeds and at the completion of work using HEPA vacuums and/or wet wiping. Clean all tools and equipment prior to removing them from the Work Area. Clean all polyethylene sheeting and horizontal surfaces prior to removing the sheeting.
   4. Special precautionary controls shall be used as necessary to prevent lead dust, debris or fume from being carried or blown out of the controlled area by wind or air currents. Torch cutting of components with inaccessible paint shall be done with HEPA filtered local exhaust ventilation to
capture fumes unless monitoring data reviewed and accepted by the District’s Observation Service and District’s Representative indicates local exhaust is not necessary.

5. Each removed LCCM component shall be carefully removed from the work areas. Clean up dust and debris as removal proceeds.

3.9 LEAD CONTAMINATION OF BUILDING INTERIOR OR ENVIRONMENT

A. In the event that removed LCCM paint, dust, or debris is not properly contained within the Work Area and thereby escapes, bypasses or penetrates established barriers, the Contractor shall stop work immediately, notify the District’s Observation Service and District’s Representative immediately, and commence clean up and decontamination procedures as described herein or directed by the District’s Representative.

3.10 WASTE STORAGE, SEGREGATION, AND CHARACTERIZATION

A. The Contractor shall provide for secure onsite temporary storage of LCP or LCCM related waste. Waste storage location, equipment, containers and methods are subject to prior approval by the District’s Representative.

B. All lead-related waste streams and waste categories shall be considered hazardous until proven otherwise through testing by the Contractor. The Contractor shall be responsible for segregating waste into the below listed categories at minimum. If the Contractor allows different waste stream to become co-mingled, the waste will be classified as hazardous if any single component waste stream is hazardous.

1. LCP removed by chemical stripping.
2. Painted demolition debris to be landfilled including, plaster, drywall, wood, concrete, and metal with lead containing paint.
3. Lead containing ceramic tile.
4. Paint (LCP) chips, dust and debris, HEPA vacuum waste.
5. Plastic sheeting and tape.
7. Cleaning Rags.

C. Intact LCP components: Architectural and mechanical equipment debris with intact LCP shall be considered hazardous until proven otherwise through testing.

D. Each lead-related waste produced shall be placed in properly segregated, labeled and sealed, impervious containers.

E. Removed intact LCP components shall be properly segregated, wrapped in six mil polyethylene sheeting, labeled and securely sealed with duct tape or placed in a lined bin.

F. All waste containers, bags, and packaged waste shall be stored in a designated, secure, locked waste storage area and be labeled with the following information:

1. Waste Category: Lead
2. Date Accumulated: (Insert Date)
3. Name, address: (Insert Facility Name and Address)
4. Origin of waste: (Insert Waste Stream Name, i.e. Paint Chips, Vacuum Bags)

G. HEPA vacuum and wet wipe the exterior of all waste containers prior to removing them from the Work Area to the designated storage area.

H. Each category of waste, except components with intact paint, will be tested and characterized by the District’s Observation Service using one or more of the following testing protocols:

1. CAL/EPA testing protocol: Criteria
   a. Total Threshold Limit Concentration (TTLC): 1,000 ppm lead
   b. Soluble Threshold Limit Concentration (STLC): 5 ppm lead

2. Federal EPA testing protocol:
   a. Toxicity Characteristic Leaching Procedure (TCLP): 5 ppm lead
I. Based on the testing protocols, any waste greater than or equal to five (5) ppm lead using STLC or TCLP tests or any waste greater than or equal to 1,000 ppm lead using the TTLC test shall be considered a hazardous waste.

J. When the TTLC test result is less than 50 ppm lead, no further testing is required for that waste category sampled unless the waste stream or waste generating process changes. A minimum of two samples will be taken to represent each category of waste generated. It will be the responsibility of the District’s Observation Service to ensure representative samples are taken by the Contractor from each category of segregated waste.

K. The Contractor shall package, store, handle, transport and dispose of each category of waste generated based on the testing results unless specific written direction is provided by the appropriate regulatory agency and reviewed and approved by District’s Observation Service. In all cases, the landfill shall be subject to approval by the District’s Representative.

L. Upon verbal request of the District’s Observation Service, the Contractor shall provide samples of lead-related waste for analysis. The Contractor shall provide samples within full view and presence of the District’s Observation Service and District’s Representative upon request.

M. The cost of any further waste characterization or waste profiling required by the approved landfill will be the responsibility of the Contractor.

N. In the event that the Contractor’s Observation Service has determined that waste is not properly segregated, additional waste testing may be conducted of the mixed waste stream. The Contractor shall be responsible for the costs associated with this additional testing.

O. The Contractor shall bear full responsibility for additional costs associated with waste disposal and characterization if waste is not properly segregated as required herein.

3.11 HAZARDOUS WASTE DISPOSAL

A. Site Storage and Handling:
   1. The Contractor shall pay strict attention to the requirements of 40 CFR 262 and 265 and Title 22, Chapter 30 for the onsite handling of lead waste/debris, with special attention given to the time of storage, amount of material stored at any one time, use of proper containers, and personnel training. All waste shall be stored in secure, locked, labeled, sealed impervious containers and not placed on the unprotected ground. All containers shall be shielded adequately to prevent dispersion of the debris by wind or rain and shall be labeled as hazardous waste. Any evidence of improper storage shall be cause for immediate shutdown of the project until a corrective action is taken.

B. Transportation and Disposal of Waste:
   1. The Contractor shall arrange to have the LCP waste and debris transported from the site in accordance with the requirements of 40 CFR 263 and 264, and disposed of properly in accordance with 40 CFR 268, GISO 8 CCR Articles 40 and 41, 49 CFR Parts 172, 173, 178, and 179 and Title 22, Chapter 30, Articles 5, 6, 6.5 and 8.
   2. The Contractor shall submit to the District and the District’s Observation Service the Name, Class, and EPA I.D. Number of the waste disposal site(s) to be used for each waste category which has been determined by testing to exceed the hazardous waste thresholds provided herein.
   3. The Contractor shall prepare waste shipping manifests for review by the District’s Representative. Upon waste or material pickup by the selected waste transporter, manifests shall be signed by the District's Representative and copies retained to verify that all steps of the handling and disposal process have been completed properly.
   4. Copies of the landfill weight tickets shall be provided to the District’s Representative to verify the amount of waste disposed of at that site. The Contractor shall be responsible for all costs associated with transportation and disposal of all wastes generated at the result of this work.

C. No waste characterized as hazardous waste shall be stored onsite for more than 90 days prior to being properly transported for disposal.
D. All equipment, materials, and waste generated on this project must be removed offsite to their proper locations by the Contractor within 14 calendar days from removal and lead-related construction work completion.

E. Containers to be loaded for transportation from the storage area must be removed by workers who have entered from uncontaminated areas, dressed in clean coveralls.

3.12 STOP WORK ORDERS

A. The District and/or the District’s Observation Service has the authority to stop work if it is determined that conditions or procedures are not in compliance with the specifications and/or applicable regulations; to the extent of potential endangerment of building users, workers, building occupants, District employees, the public or environment. The work stoppage shall remain in effect until conditions have been corrected and corrective measures have been taken to the satisfaction of the District’s Representative and the District’s Observation Service. All standby time and testing costs required to correct the above mentioned problems shall be borne solely at the Contractor’s expense. Examples of such conditions that might result in a work stoppage include but are not limited to:

1. Uncontrolled visible emissions which escape the established Work Area or breach physical protective barriers within the Work Area; and/or,
2. Ambient airborne levels of lead outside the construction area at more than 15 micrograms per cubic meters of air (µg/m³) of lead averaged over an eight-hour work period or 5.0 µg/m³ for any 24-hour period. Measurements of the ambient airborne lead levels shall be made outside the immediate Work Area and at the nearest occupied areas.
3. Unsecured Waste Storage Area and/or improper containment of lead abatement waste or LCP contamination.

3.13 CLOSEOUT

A. Prior to approval of payment request, the Contractor must provide the following information:

B. Copies of hazardous waste manifest, profile sheets and weight tickets for all hazardous waste and for all nonhazardous waste or waste recycle receipts.

C. All surface damages during the work must be restored to their original condition except those surfaces scheduled for demolition as part of the renovation project.
In accordance with the contract documents, Cal-OSHA Lead in Construction Standard (Title 8 CCR 1532.1) and DPH (17 CCR Division 1, Chapter 8), the Contractor is required to prepare a written, site-specific Lead Compliance Plan, and submit to the District for approval prior to start of work. This plan is required for the contractor to meet Cal-OSHA and DPH requirements as well as the contract documents, and shall describe work procedures and control methods that will protect the District's facilities and the environment. All contractors performing lead-related construction work shall prepare plans.

I. Location of Work:
The work to be completed under this work plan will be completed at:
(Building name)
(Location within building)

II. Description of Work:
Describe the anticipated work scope, including:
A. Paint removal (list paints or coatings, and locations)
B. Paint stabilization or encapsulation (list paints or coatings, and locations)
C. Removal and/or replacement of lead-coated components (list components and locations)
D. Dust/residue removal or decontamination (list materials and locations)
E. Demolition of lead-coated components
F. Any other activities that will or may result in worker exposures to lead

III. Schedule:
<table>
<thead>
<tr>
<th>Phase/Task</th>
<th>Anticipated Date(s)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Mobilization</td>
<td></td>
</tr>
<tr>
<td>Set-up of work area(s), containments</td>
<td></td>
</tr>
<tr>
<td>Lead-related construction</td>
<td></td>
</tr>
<tr>
<td>Final Cleaning</td>
<td></td>
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<tr>
<td>Visual Inspection</td>
<td></td>
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<tr>
<td>Final Clearance (visual and sampling)</td>
<td></td>
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<tr>
<td>Teardown</td>
<td></td>
</tr>
<tr>
<td>Demobilization</td>
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</tbody>
</table>

The competent person,______________, will conduct worksite visual inspections on a daily basis, or more often as necessary.

IV. Equipment and Materials
List all equipment and materials to be used, such as the following:

- HEPA Vacuums
- Negative air filtration units
- Scrapers
- Manometers
- Power saws
- Shower facilities
- Pry bars
- Airless sprayers/compressors
- Cutting shears
- Cleaning detergents
- Other hand tools
- Solvents (must be approved by District)
- Encapsulants/sealants
- Roller/brushes
- Gloves
- Disposable coveralls
- Respiratory protection
- Eye & foot protection

V. Crew
List all workers and supervisors with emergency contact names and phone numbers.
Clearly identify the supervisor and competent person who have authority for all safety and health.

VI. Control Measures and Work Practices

Describe in a narrative format specific work procedures, exposure/contamination controls, and engineering controls. This description should include, but not be limited to, the following:

- Location, size, layout & detail of work
- Wet methods
- Negative pressure enclosure
- Local exhaust ventilation for tools
- Respiratory protection
- HEPA vacuums
- Vacuum assisted blasting
- General room ventilation
- Containment (i.e., poly barriers)
- Interface of trades involved
- Methods to assure safety of bldg. occupants
- Pollution control
- Removal method to reduce lead dust generation

VII. Technology to Be Used in Meeting the OSHA PEL

List all or any specialized equipment to be used to meet the PEL.

VIII. Respiratory Protection and Protective Clothing/Personal Protective Equipment

List all respiratory protection including types and manufacturers which are anticipated for this project. Identify the phases of the project for which respirators will be required or likely to be required. List all personal protective equipment anticipated to be used on the project.

IX. Decontamination/Hygiene Facilities

Identify the types and locations of decontamination or hygiene facilities to be used on this project. Specify use of disposable towels, soap, hot and cold water, and other supplies. Specify the required use of the facilities, including use of the facilities prior to eating, drinking, smoking and before leaving the project site. Describe handling or treatment of lead-contaminated solid waste and wastewater.

X. Air Monitoring Data

Identify general worker air monitoring protocols to be followed on this project, including worker category classifications, frequency of monitoring, anticipated laboratory to be used for analysis, pump calibration techniques, etc. Identify the competent person responsible for conducting personal air monitoring.

XI. Medical Surveillance Program
PART 1 - GENERAL

1.1 RELATED DOCUMENTS
A. The General Conditions and Division I General Requirements shall be included in and made part of this Section.
B. Examine all other Sections of the Specifications for requirements therein affecting the work of this Section of the Specifications.

1.2 COMPLIANCE AND INTENT
A. This Section specifies requirements for removal of Universal Waste (UW). This scope of work is intended to be utilized during Phase I of the general replacement of the PE Complex at Diablo Valley College. This phase of work entails the complete demolition of four structures, including the PE Faculty Office Building, the former Concessions Stand and the Office Adjacent Electrical Enclosure structure and the northern most portable classroom unit.
B. The Contractor shall coordinate all 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.
C. The work covered by this specification includes the removal of UW including, but not limited to fluorescent light tubes, HID bulbs, and batteries.
D. All work shall comply with Environmental Protection Agency (EPA) rules and regulations governing 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.
D. Workers involved in the removal of UW shall have received specific training on the hazards, appropriate personal protection and decontamination procedures associated with UW.
E. Furnish all labor, materials, facilities, equipment, services, employee training, medical monitoring, permits and agreements necessary to perform the work required for UW removal and disposal in accordance with this specification.
F. Perform all work specified herein with competent persons trained, knowledgeable and qualified in state-of-the-art techniques relating to UW removal/disposal and the subsequent cleaning of any potentially contaminated areas.
G. Perform appropriate waste profile testing for all UW waste as required by this specification, the regulations, and the selected disposal/recycling facility. All testing shall be done in the presence of the District or District’s designated representative. Chain-of-custody forms shall be provided to the District within one (1) day following sample delivery to the laboratory.
H. During removal activities, the Contractor shall protect against contamination of soil, water, plant life, adjacent building areas, and shall ensure that there is no release of hazardous materials.
I. It is the Contractor’s responsibility to determine the quantities of UW required for removal to 
facilitate the planned demolition.

J. UW removed during the abatement activities shall be handled, transported and disposed/recycled 
in an approved manner complying with all applicable federal, state, and local regulations.

1.3 DEFINITIONS

A. Certificate of Disposal: The document provided to the generator certifying that the UW wastes were 
disposed/recycled in strict accordance with all applicable Federal, State and Local regulations.

B. Chain-of-Custody: A legal concept involving documentation of the physical possession of a 
sample/samples from the moment it is collected, transported, analyzed, and ultimately stored in an 
archive.

C. Competent Person: One who is capable of identifying existing and predictable hazards and who 
has the authority to take prompt corrective measures to eliminate them.

D. Decontamination Area: Area which is constructed to provide the means for workers to store 
clothing, equipment and other articles, and to properly remove contamination upon concluding work 
activities that result in exposure to these hazardous materials.

E. Decontamination Unit: Refers to system of airlocks used to decontaminate personnel, waste bags, 
equipment, etc. when exiting the work area. A decontamination unit shall be set up for each 
containment area.

F. District: Contra Costa Community College District

G. DOP: Dioctylphthalate, the challenge aerosol used to perform on-site leak testing of HEPA filtration 
equipment.

H. Equipment Decontamination Enclosure System: A decontamination enclosure system for materials 
and equipment, typically in a designated area of the work area, and including a washroom, a 
holding area, and an uncontaminated area.

I. HEPA: High Efficiency Particulate Air filter capable of filtering out airborne particulate 0.3 microns 
or greater in diameter at 99.97 percent efficiency.

J. Manifest: The document authorized by both Federal and State authorities for tracking the 
movement of hazardous wastes.

K. Powered Air Purifying Respirator (PAPR): A full facepiece respirator that has the breathing air 
powered to the wearer after it has been purified through a filter.

L. Respirator: A device designed to protect the wearer from the inhalation of harmful atmospheres.

M. Returned Manifest: An original duplicate copy of the manifest provided to the waste generator 
within forty-five (45) days of the transport date which acknowledges the receipt of the material at 
the disposal facility.

N. Visual Inspection: A visual inspection by of the work area under adequate lighting to ensure 
removal of all UW and that the work area is free of visible material, debris, and dust.

1.4 UNIVERSAL WASTE

A. The following UW must be removed prior to demolition of lighting fixtures, emergency egress 
equipment, and mechanical equipment: Mercury containing fluorescent tubes, Exterior HID 
Equipment, Exit Signs, Batteries and any other Universal Wastes Impacted by building demolition 
activities.

1.5 SUBMITTALS PRIOR TO START OF WORK

A. The reviews by the District or District’s designated representative are intended to be only for 
general conformance with the requirements. The District or the District’s designated representative
assumes no responsibility for permits, licenses, notices, materials and methods, equipment or temporary construction required to execute the work described in this Section of the Specification or in other Sections of the Specification or in other documents included in the contract documents.

B. The following items shall be submitted to and approved by the District or District’s designated representative before commencing work involving the UW and regulated waste.
1. Provide a detailed work plan for UW removal, temporary storage, and disposal. See Attachment A.
2. Provide a site safety plan for UW removal prior to project initiation. The site safety plan shall deal with, at a minimum: personal protective equipment; site safety and health hazards; UW and regulated waste spills; control of water leakage or discharge within and/or from the work area; medical emergency; materials handling procedures; Contractor’s internal administrative and inspection procedures; earthquakes and/or fire emergency procedures; protocol for responding to complaints or questions from interested parties; 24-hour emergency telephone numbers for individuals with authority to respond to emergencies.
3. Workers: Demonstrate education and specialized training in the handling of regulated and UW.
4. Licenses: Submit copies of state and local licenses, evidence of Cal-OSHA registration and permits necessary to carry out the work of this contract.
5. Safety Data Sheets (SDSs)/Specification Sheets: The Contractor shall submit SDSs and Specification Sheets for all materials and equipment to be used for this project.

1.6 SUBMITTALS AT COMPLETION OF PROJECT
A. Upon completion of on-site work, Contractor shall provide a detailed project summary that will include each of the items listed below. The project Summary shall be submitted and approved by the District or District’s representative and shall include the following:
1. Copies of the Security and Safety Logs showing names of persons entering the work areas. The logs shall include date and time of entry and exit, supervisor’s record of any accident (detailed description of accident).
2. Emergency evacuations and any other safety or health incident.
4. Project Summary including, but not limited to, the following: location and approximate quantity of UW removed, waste hauler certifications, waste disposal/recycling facilities, dates of commence and completion of on-site work.

2.1 SIGNS:
A. Warning signs for work areas shall be approximately 18 inches square with yellow background and 1 inch black letters. Signs shall read “DANGER – KEEP OUT – TOXIC CHEMICAL WORK AREA”.
B. Location of Signs: Provide bilingual Signs at all approaches to work areas in languages used by the Contractor’s employees. Locate signs at such a distance that personnel may read the sign and take the necessary protective steps required before entering the area.

2.2 PLASTIC SHEETING:
A. Use fire-retardant (FR) polyethylene (poly) film.
   1. Thickness - 6-mil, minimum, NO EXCEPTIONS.
   2. Flame Resistance/Flame Spread Rate <25.
   3. Conforms to NFPA #701 and Tested in accordance with ASTM E-84.
   4. Spray adhesive for sealing polyethylene to polyethylene shall contain no methylene chloride or methyl chloroform (1,1,1-trichloroethane) compounds.

2.3 VACUUM EQUIPMENT:
A. All vacuum equipment used in the work area shall use HEPA filtration systems and be of the wet-dry type. The Contractor shall provide on-site independent DOP testing to document the
effectiveness of the vacuum units. The test results shall be signed by the individual performing the testing.

B. HEPA-rated vacuums shall not be used for mercury spill cleanup unless equipment with an activated charcoal filter and designed for capture of mercury vapor. Vacuum exhaust must be monitored with a direct read mercury vapor meter to verify the air quality of the vacuum discharge air.

2.4 MATERIALS AND EQUIPMENT:

A. Storage Containers:
1. All UW fluids, UW-contaminated fluids, including flush and cleaning solvents and mixtures, shall be stored in sealed DOT 17E closed top drums or other waste container approved for storage of these materials.
2. All UW solid wastes and items including disposable items used in the course of the work such as rags, absorbents, protective clothing, etc., shall be stored in sealed DOT 17C open type drums or other waste container approved for storage of these materials.
3. Any UW Article Container, other than approved DOT drums, specified in this specification, intended for storage, shall be submitted to the District or District’s designated representative for approval.

B. Solvents, Cleaning Agents and Absorbents:
1. Solvents: An appropriate solvent in which UWs are shown to be soluble in. Care should be taken to limit the complexity of the waste stream. In all cases where solvents are used in the course of work, proper ventilation shall be provided by the Contractor to insure that resulting fumes/vapors are not dispersed beyond the work area. The manufacturer’s recommendations for application and requirements of Cal-OSHA shall be strictly observed.
2. Cleaning Agents: An appropriate cleaning agent in which UWs are shown to be soluble in. Care should be taken to limit the complexity of the waste stream. Numerous, non-toxic, cleaning agents shown to meet or exceed the solubility requirement above are commercially available. In all cases where cleaners are used in the course of work, proper ventilation shall be provided by the Contractor to insure that resulting fumes/vapors are not dispersed beyond the work area. The manufacturer’s recommendations for application and requirements of Cal-OSHA shall be strictly observed.
3. Absorbents: “Safestep” as manufactured by Andesite of California, Inc., or approved equal.

PART 3 - EXECUTION

3.1 SAFETY PROCEDURES AND WORKER PROTECTION

A. Take all precautions and measures required to protect employees, inspection personnel, District’s on-site personnel, and the general public from exposure to regulate waste and UW solids, liquids and vapors.
1. All personnel authorized for entry in work areas shall be instructed in the proper procedures for working with or around electrical hazards, regulated waste, and UW containing/contaminated materials.
2. All electrical equipment upon which UW related activities are to be performed shall be de-energized, locked out/tagged out and permanently disconnected from any power source prior to the commencement of the work.
3. Consumption of food or tobacco products shall not be permitted in any of the project work areas where regulate waste, UWs, volatile solvents and/or other hazardous materials are present. Additionally, no open flames will be permitted in these same areas. Signage to this effect shall be provided for each work area.
4. The Contractor performing the work of this Contract shall develop, together with applicable subcontractors, a contingency plan covering accidental UW spills and work exposure to UWs. The plan shall be submitted to the District or District’s designated representative prior to
commencing UW-related work. The submittal shall also include a separate section to describe
the hauler’s spill contingency plan and avoidance procedures.

B. Work Area Protection and Marking: Prior to commencing any UW-related work activities provide
barricades and warning signs to clearly identify and effectively guard against unauthorized entry
into the work areas.

1. Place barricades to maintain a minimum of 25 feet from all perimeters of the work being
carried out to the barricades, where feasible.
2. All equipment such as tools, containers, etc., shall be confined to the work area until work is
complete, containers are sealed and equipment properly decontaminated and safely stored for
transport.

C. Protective Clothing and Equipment: At all times when regulated waste and UW fluids or mixtures in
any volume are not sealed in drums, containers or electrical equipment, workers shall wear:

1. Gloves impermeable to the specific regulated waste or UWs and the solvent and/or clean up
agent in use.
2. Disposable, full body suit, impermeable to both UWs and the solvent and/or clean up agent in
use.
3. Appropriate eye protection to insure that eyes are protected from liquid splatter or exposure to
concentrated vapors or fumes.
4. Respiratory protection appropriate for the concentration of the hazardous material(s) and
atmosphere present. Supplied air must meet requirements for Grade D air, at a minimum.
   a. The Contractor shall provide protective clothing, eye protection, and breathing apparatus as
      required for authorized inspection personnel upon request.
   b. Cleanup of broken mercury containing products such as light tubes and thermometers
      (mercury vapor producing materials): NIOSH-approved, half-face respirators with double
      stack Mercury Vapor/HEPA cartridges.

D. Personnel Protection and Procedures: The regulated waste or UW work area shall at no time be left
unattended from the commencement of removal work and until all UWs and incidentals have been
sealed in approved containers. If immediate transportation to the regulated waste or UW storage
facility or disposal facility is not feasible the work area must be secured in a manner approved by
the District or District’s designated representative.

1. During work procedures and at all times when regulated waste or UW containing/ contaminated
fluids in any volume are not sealed in drums, containers or electrical equipment, all personnel
entering the regulated work area must don protective clothing and equipment. Upon exiting the
work area, all disposable protective clothing shall be placed in appropriate waste storage drums
and sealed, for subsequent transportation to the on-site storage facility or disposal facility.
2. Workers with cuts or scratches shall seal these wounds sufficiently to prevent accidental
contact of the hazardous materials within the regulated work area prior to entering the
regulated work area. Similarly, workers who accidentally incur minor cuts or scratches in the
course of work activities shall immediately leave the work area, cleanse the wound with medical
grade soap and seal the wound before returning to the work area.

3.2 SPILL CLEAN-UP, CONTAINERIZATION AND MARKING

A. Clean-up of Work Area, UW Articles and Spills:

1. Equipment and Tools: After the last regulate waste or UW has been removed and all fluids and
solids cleaned from fixture, all tools and equipment used in the work shall be decontaminated
and properly stored for reuse. All tools that may have come in contact with regulated or UW at
any concentration shall be thoroughly double washed/rinsed with an appropriate cleaning
agent, wiped clean and properly stored.
2. UW Contaminated Articles: All exterior surfaces of equipment that may have come in contact
with UW or regulated waste or contaminated solids or fluids either during the course of work
activities or due to past leaks shall be double washed/rinsed, at a minimum, with an appropriate
cleaning agent and wiped clean.
3. Solid Impenetrable Surfaces: All metal surfaces and surfaces with impervious liners which have come in contact with regulated waste, UW or UW mixtures in the course of the work or as a result of past leaks shall be thoroughly cleaned using a combination of absorbents and solvents or cleaning agents. Minimum cleaning requirements for these surfaces include removal of bulk material and two rinses with the cleaning agent of the surfaces, which come in contact with UW or UW mixtures in the course of the work or as a result of past leaks. The work area shall be effectively ventilated during operations such that vapors used in decontamination and cleaning are not vented to occupied building areas. Upon completion of UW-related activities, if fumes or vapors are still present in levels, which could impede breathing or be considered toxic under State and/or NIOSH standards, the Contactor shall provide additional ventilation to accelerate drying. Auxiliary breathing apparatus may only be used by personnel trained in the use of this equipment and experienced in conducting electrical work while wearing equipment, which could impede safe work practices.

4. Soils and Porous Materials: The U.S. EPA, Region IX, regards soil, asphalt, wood, cement and concrete as porous materials that absorb UW. Where practicable, these materials must be removed when they are within the spill or contamination boundary.

5. Decontamination Verification: Completion of decontamination activities will be verified by the District or District’s designated representative.

B. Containerization and Marking:
   1. All liquid generated as a result of work activities and cleanup operations shall be placed in appropriate waste containers and the containers sealed.
   2. All solids such as absorbents, rags, disposable protective clothing, soils, and other incidentals shall be placed in appropriate waste containers and the containers sealed.
   3. All drums shall be permanently marked as to specific contents and dated. In addition, each drum (and container) shall be marked with the standard EPA, UW, ML label (40 CFR 273) and hazardous waste label (40 CFR 262).

3.3 HANDLING AND TRANSPORTATION TO STORAGE FACILITIES

A. Drums: All closed and open top drums must be permanently sealed and marked prior to loading on transport vehicle. Filled drums shall be loaded on the transport vehicle by any of the following methods.
   1. Hoist or lift truck utilizing a two-point drum lifter
   2. Hoist or lift truck provided with a band-around type drum lifter
   3. Lift truck lifting the drums from underneath by a pallet attached to the drum by a banding arrangement.

B. Drums shall not be lifted by the following methods.
   1. Any rope, chain or cloth slings tied about the drum.
   2. Placement of drums on bare lift truck forks.
   3. Forcing drums between forks of a lift truck.
   4. Any commercial drum lifters exerting force of the sides of a drum.

C. All drums or article containers shall be secured to the transport vehicle to prevent movement in transport.

3.4 TRANSPORTATION TO DISPOSAL FACILITY

A. General: All regulated waste and UW Articles removed and all drums containing liquids, solids and incidentals shall be transported to the off-site regulated waste/UW approved and permitted recycling/disposal facility.
   1. The Contractor performing the work of this section shall be licensed for the transportation and hauling of extremely hazardous wastes. The Contractor shall provide a route plan, which clearly identifies the routes proposed while transporting UW items from the work site to the off-site facilities.
2. A minimum of two operators shall be in attendance at all times when UW items are being transported, loaded, and unloaded.

B. The rules in this section apply to each motor carrier engaged in the transportation of hazardous materials by a motor vehicle, which must be marked or placarded in accordance with DOT 177.

C. Every motor vehicle transporting or storing Articles and items containing regulated or UWs or hazardous materials must be operated in compliance with the laws, ordinances and regulations of the state jurisdiction of which it is being operated in, unless they are at variance with specific regulations of the Department of Transportation which are applicable to the operation of that vehicle which impose a more stringent obligation or restraint.

D. Unless there is no practicable alternative, a motor vehicle which contains regulated or UWs or hazardous materials must be operated over routes which do not go through or near heavily populated areas, places where crowds are assembled, tunnels, narrow streets, or alleys. Operating convenience is not a basis for determining whether it is practicable to operate a motor vehicle in accordance with this paragraph.

E. No person may smoke within 25 feet of any Contractor’s vehicles, which contains flammable materials (flushing solvents), or an empty tank motor vehicle, which has been used to transport flammable materials.

F. When a motor vehicle, which contains hazardous materials is being fueled its engine must not be operated.

G. Motor vehicles transporting regulated, UWs, or hazardous materials must have all containers properly secured in place to insure that no equipment items or containers can be loose or unsafely placed into the transport vehicle. This may include chaining, roping or strapping and winching. Any equipment, drums or other Articles carried in an open, flatbed or stake type truck shall be covered with a tarp to protect it from the elements.

H. A motor carrier that transports hazardous waste must furnish the driver of each motor vehicle in which the waste is transported with the following documents.
   1. A document containing instructions on procedures to be followed in the event of accident or delay. The documents must include the names and telephone numbers of persons to be contacted, and the substances of the hazardous wastes being transported, and the precautions to be taken in emergencies such as fires, accident or leakages.
   2. Manifest and permit documents described in this specification and required for waste transport.

I. A motor vehicle being operated must be marked if that vehicle is transporting UWs or hazardous materials of a kind that require the vehicle to be marked or placarded in accordance with DOT 177.

3.5 UW DISPOSAL

A. The Contractor shall treat and dispose of all collected UW wastes collected and generated during the execution of this Contract including Articles, fluids, etc. set forth in Section 1.04 of this specification.

B. Except as may be otherwise specifically directed by the District or District’s designated representative, the Contractor shall treat and dispose of regulated and UW materials as governed by 40 CFR 273, California State regulations, local regulations and subsequent amendments.
   1. By incineration or recycling at a facility approved for such use by the U.S. EPA, and all other controlling regulatory agencies and bodies of the state, county and municipality of that facility’s location all UW fluids, flushing fluids, and other UW contaminants. If the Contractor so elects, waste contaminated solids may also be incinerated as suitable and allowed for this type of disposal.

C. All UW and regulated wastes generated as part of these operations will be disposed of by the Contractor in a legal manner.
D. The Contractor shall not sell, transfer or recover any material from the wastes received from the District without their prior written consent.

3.6 MANIFESTS AND RECORDS

A. The Contractor shall provide the District or District's designated representative with a compliance certificate verifying that all waste received by it has been properly treated and disposed.

B. The Contractor shall provide the District or District's designated representative copies of all manifests, permits or other documents currently in effect relating to the specific UW wastes to be transported, treated and disposed hereunder except as otherwise stated in this Section. The Contractor shall also promptly furnish to the District or District's designated representative copies of all new or renewal permits or other documents applicable to this agreement as soon as the Contractor receives same.

C. The Contractor shall furnish complete State of California Hazardous Waste Manifests (or the Uniform Manifest – 40 CFR Parts 260, 262, 271 – if effective at time of preparation) for all UW Articles to be collected from the facility at which the removal and decontamination occurred. The District or District's designated representative shall sign the manifests. These manifests shall accompany the waste loads to disposal and be properly completed by the hauler and disposal agent as required by Federal and State hazardous waste management law. The final manifest shall then be returned by registered mail to the District or District's designated representative within the designated time period specified by Federal law.

D. It shall be the responsibility of the District or District's designated representative to finalize their UW records regarding the removal and final disposition of UW.

E. The contract work will not be considered complete until the District or District's designated representative receives certifications of incineration (for fluids), disposal, and/or recycling.

3.7 PLACEMENT IN STORAGE AND RECORDS

A. Transport vehicles shall be unloaded utilizing the same equipment and methods as for loading.

B. Drums and Articles shall be placed in the storage facility in locations as directed by the District or District’s designated representative.
   1. Articles shall be placed such that ample clearance is provided around equipment to facilitate future inspection.
   2. Drums shall be placed on pallets of sufficient strength to withstand double stacking. Drums shall not be stacked at time of storage unless space is limited as determined by the District or District's designated representative. Where stacking of drums is necessary, pallets shall be placed between the drum layers.
   3. Immediately following unloading of the regulated or UW transport vehicle, the cargo area shall be inspected to check for fluid leaks. If any fluids are found, the source of the leaking drum or items shall be identified and sealed. The contamination cargo area shall be thoroughly double washed/rinsed clean with absorbents, solvents and liquid cleaner. Cleaning agents, solvents and solids shall be placed in proper drums for disposal.

C. Records: Upon completion of all regulated and UW work related activities the Contractor shall provide a complete record of such activities and storage data to the District or District’s designated representative. The record shall include the following data:
   1. Name of the firm performing the work of this Section and technician in charge.
   2. Drum sizes (30 or 55 gallon)
3. Identification of contents (liquids, flushing solvent, cleaning solvents for solids, rags, absorbents, soil, etc.)
4. Weight in kilograms and gallons of contents of each drum or container.
5. Date placed in storage.

END OF SECTION
ATTACHMENT A
UNIVERSAL WASTE WORK PLAN OUTLINE

In accordance with the contract documents, the Contractor is required to prepare a written, site-specific Universal Waste Work Plan, and submit to the District for approval prior to start of work. This plan is required for the contractor to meet Cal-OSHA requirements as well as the contract documents, and shall describe work procedures and control methods that will protect the District’s facilities and the environment.

I. Location of Work:
The work to be completed under this work plan will be completed at:
(Building name)
(Location within building)

II. Description of Work:
Describe the anticipated work scope

III. Schedule:

<table>
<thead>
<tr>
<th>Phase/Task</th>
<th>Anticipated Date(s)</th>
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<tbody>
<tr>
<td>Mobilization</td>
<td></td>
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<tr>
<td>Set-up of work area(s), containments</td>
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<tr>
<td>Abatement</td>
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<td>Final Cleaning</td>
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<td>Visual Inspection</td>
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<td>Teardown</td>
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<td>Demobilization</td>
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IV. Equipment and Materials
List all equipment and materials to be used, such as the following:

HEPA Vacuums  Gloves
Hand tools  Manometers
Solvents  Cleaning Agents
Absorbents  Airless sprayers/compressors
Respiratory Protection  Disposable coveralls
Eye & foot protection

V. Crew
List all workers and supervisors with emergency contact names and phone numbers.

Clearly identify the supervisor and competent person who has authority for all safety and health.

VI. Control Measures and Work Practices

Describe in a narrative format specific work procedures, exposure/contamination controls, and engineering controls.

VII. Respiratory Protection and Protective Clothing/Personal Protective Equipment

List all respiratory protection including types and manufacturers which are anticipated for this project. Identify the phases of the project for which respirators will be required or likely to be required. List all personal protective equipment anticipated to be used on the project.

VIII. Decontamination/Hygiene Facilities
Identify the types and locations of decontamination or hygiene facilities to be used on this project. Specify use of disposable towels, soap, hot and cold water, and other supplies. Specify the required use of the facilities, including use of the facilities prior to eating, drinking, smoking and before leaving the project site. Describe handling or treatment of solid waste and wastewater.

IX. Air Monitoring Data

Identify general worker air monitoring protocols to be followed on this project, including worker category classifications, frequency of monitoring, anticipated laboratory to be used for analysis, pump calibration techniques, etc. Identify the competent person responsible for conducting personal air monitoring.

X. Containment Diagram

Include a diagram (hand written is acceptable) of the containment(s) showing the containment perimeter in relation to the surrounding areas and decontamination areas.

XI. Waste

Describe how all waste on this project will be packaged, labeled, stored, transported, manifested and disposed

XII. Preparation of Universal Waste Work Plan

Date Prepared and Prepared By (signature, name and title)