BID DOCUMENTS COVER SHEET

CONTRACT DOCUMENTS

FOR

C-608 PEK Complex Investigation

AT

CONTRA COSTA COLLEGE

2600 Mission Bell Drive, San Pablo, California 94806

CONTRA COSTA COMMUNITY COLLEGE DISTRICT

ARCHITECT/ENGINEER:

Lionakis

1919 19th Street

Sacramento, CA 95811

June 25, 2018
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END OF SECTION
SCOPE OF WORK: Work includes, but is not limited to: Uncovering identified sections of building structure to allow inspection for conformance to selected Performance Criteria, then restoring uncovered sections to the same condition prior to the removal of materials.

Important Information:

Mandatory Pre-Bid Meeting & Job Walk: June 28, 2018 @ 10:00 AM
Location: Gymnasium – Main Entrance
2600 Mission Bell Drive, San Pablo, CA. 94806

Cost Estimate (Range): $60,000 to $150,000
CA License Required: B-General Building Contractor, or California A - General Engineering

BID OPENING: July 10, 2018 @ 1:00 PM
LOCATION: Lobby, CCCC District Office
500 Court St, Martinez, CA 94553

This project is a public works project and is subject to prevailing wage rate laws. A copy of the prevailing rates of wages is on file with the Contracts & Purchasing Office of the Contra Costa Community College District. Said rates of wages will be included in the contract for the work.

Attention is directed to Section 4100 through 4113 of the Public Contract Code concerning Subcontractors, with emphasis on Section 4104, known as the “Subletting and Subcontracting Fair Practices Act, effective July 1, 2014.

Attention is directed to Labor Code Section 1725.5 regarding Department of Industrial Relations (DIR) contractor registration process including registration criteria and implementation of DIR registration requirements. Labor Code Section 1771.7 establishes contractor’s obligation to submit Certified Pay Roll (CPR) to the Department of Labor and Standards Enforcement (DLSE) and public works monitoring and enforcement. Labor Code Section 1773.3 requires the District to submit a PWC-100 to DIR for all public works contract awarded effective January 1, 2015.
All questions related to this project are to be directed in writing, no later than July 2, 2018, for any addenda to be issued by Jovan Esprit, Contracts Manager, Contra Costa Community College District, Email: jesprit@4cd.edu.

The successful bidder will be required to furnish a labor and material bond in an amount equal to one hundred percent (100%) of the contract price and a faithful performance bond in an amount equal to one hundred percent (100%) of the contract price, said bonds to be secured from a surety company acceptable to the Contra Costa Community College District and authorized to execute such surety in the State of California.

Certificates of Liability Insurance with proper endorsements shall be required for the successful bidder.

The contract time is 32 Calendar Days between the Notice to Proceed date and the contract Substantial Completion date. Liquidated Damages shall be set for Five Hundred Dollars ($500.00) for each Calendar Day the Work is delayed beyond the contract Substantial Completion date; and One Hundred Dollars ($100.00) for each Calendar Day Remaining Work is delayed beyond the Contract Final Completion Date. 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 fifteen (15) Calendar Days after the date set for opening thereof.

END OF SECTION
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 has been made available for downloading via the District’s web site:

A. Seismic Rehabilitation Report – Existing Gymnasium Building
B. Seismic Rehabilitation Report – Men’s Locker Room Building
C. Seismic Rehabilitation Report – Women’s Locker Room Building
D. Site Plan - Campus - GA102
E. Site Plan – Accessibility – GA102
F. Site Plan – Fire Access – GA103
G. Existing Conditions – C2.0
H. Project Scope Listing – Lionakis
I. Asbestos Related Work Plan – Terracon
J. Summary of Items - Kleinfelder

1.3 Contractor shall acknowledge and accept that the documents are not a part of the Contract Documents and are made available to bidders for reference only. The District and its representatives are not responsible for any and all discrepancies between the documents and the existing and actual as-built conditions, and do not guarantee the accuracy of the documents.

1.4 The District and Design Consultants 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 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
INSTRUCTIONS TO BIDDERS:

1. INTRODUCTION
   A. The Bidder proposes to perform the Work for the Contract Sum and within the proposed time, based upon an examination of the Job Site and Specifications.
   B. The Bidder certifies this proposal is submitted in good faith.
   C. The signed copy of the Certification of Visit to the Site shall be attached to the Proposal Form.
   D. The Bidder shall attach a Bid Security for ten percent (10%) of the Bid Amount in the form of Bid Bond, or Certified Check payable to the District.

   Please Note: PCC 20651 (b); In the event, the successful bidder fails to provide the required Payment and Performance bonds, the Bid Security shall be forfeited in favor of the District and Contractor shall not be entitled for contract award.

2. BID AMOUNT
   For labor, materials, insurances, bonds, fixtures, equipment, tools, transportation, services, sales taxes and other costs necessary to complete the public project in accordance with Specifications, for a stipulated Contract Sum in the amount of:

   Quote for the BASE BID Scope of Work: $ _____________________________

   (Write amount of Base Bid)
3. ADDENDUM (if applicable): #1 Received Date: ________; #2 Received Date: ________;

4. SUBCONTRACTORS LIST (If Any)

Attention is directed to Section 4100 through 4113 of the Public Contract Code concerning Subcontractors, with emphasis on Section 4104, known as the “Subletting and Subcontracting Fair Practices Act, effective July 1, 2014.

<table>
<thead>
<tr>
<th>Type of Work</th>
<th>Subcontractor's Name</th>
<th>Address/Phone</th>
<th>Business License # &amp; DIR Registration #</th>
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4. COMPLETION TIME
   A. For establishing the Date of Substantial Completion, the contract time shall be 32 calendar days after date of Notice to Proceed.
   B. Final Completion shall be 10 calendar days after the date of Substantial Completion.
   C. Prior to the Notice to Proceed issued by the District, the Contractor shall provide a CPM construction schedule, utilizing the entire time allowed to complete the project. Schedule shall be subject to District's approval.

5. ACCEPTANCE AND AWARD
   The District reserves the right to waive minor irregularities or reject all bids; or negotiate changes before or after execution of the Contract. This Bid shall remain open and shall not be withdrawn for a period of 10 days after Bid Opening date.

   If written notice of acceptance of this Bid is mailed or delivered to the Bidder within 10 days after the date set for the receipt of this Bid, or other time before it is withdrawn, the Bidder shall execute and deliver to the District a Contract prepared by 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.
Notice of acceptance or request for additional information may be addressed to the Bidder at the address provided.

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 proposal and all the representations herein made are true and correct.

_____________________________________________ CSLB License No.: _____________ Exp: __________
Firm Name

_____________________________________________ DIR Registration No.: _______________________
Address

_____________________________________________ Phone: _____________________________

_____________________________________________ Email: _______________________________

Authorized Signature ___________________________________________ Print Name ___________________________ Date ___________
SECTION 00500
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, or subcontractor, 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 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.

__________________________________________________________
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, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect.

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
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’
taxes to be fixed by the Court.
IN WITNESS WHEREOF, we have hereunto set our hands and seals this ____ day of ______________, 20___.

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
) ss.
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.
1. **SPECIAL TERMS.** These special terms are incorporated below by reference.

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

   (Contractor) Address: __________________________________________
   __________________________________________
   __________________________________________

   (§1.2) Effective Date: See Section (§1.4) Completion Time, below

   (§1.3) The Work: C-608 PEK Complex Investigation

   (§1.4) Completion Time: 32 Calendar Days from the Notice to Proceed to Substantial Completion, and 10 Calendar Days from Substantial Completion to Final Completion (Remaining Work).

   (§1.5.1) Liquidated Damages, Substantial Completion: $500 per Calendar Day beyond the Contract Substantial Completion Date.

   (§1.5.2) Liquidated Damages, Remaining Work/Final Completion: $100/ per Calendar Day Remaining Work is delayed beyond the Contract Final Completion Date.

   (§1.6) Public Agency's Agent: CONTRA COSTA COMMUNITY COLLEGE DISTRICT (The District)

   (§1.7) Contract Price: __________________________________________

2. **SCOPE OF WORK**

   Uncover identified sections of building structure to allow inspection for conformance to selected Performance Criteria, then restore uncovered sections to same condition prior to the removal of materials.

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 Scope of Work in Section 2 above, and the Public Agency's plans, drawings and specifications, and with Supplementary General Conditions, if any.
(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 7 without such an order.

4. **TIME: NOTICE TO PROCEED**

Contractor shall start this work as directed in Section 1.4 Completion Time above or as directed by the Notice to Proceed, if any, and shall complete it as specified in Section 1.4, Completion Time.

5. **LIQUIDATED DAMAGES**

If the Contractor fails to complete this contract and this work within the time fixed therefore, allowance being made for contingencies as provided herein, he 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; 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.

6. **INTEGRATED DOCUMENTS**

The plans, drawings and specifications or special provisions of the Public Agency’s call for 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, but not until defective work and materials have been removed, replaced and made good. Payment of the approved amount will be made to the Contractor within 30 calendar days from the date the Public Agency approves in writing the Contractor's application for payment.

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, or a District approved equal, 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, 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**

(Not Required for Public Projects below $25,000; Civil Code 9550; Public Contract Code 7103.)

**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, 17776, and 1813, concerning prevailing wages and hours, shall apply to this agreement as though fully stipulated herein.

13. **REGISTRATION WITH DEPARTMENT OF INDUSTRIAL RELATIONS**
Contractor shall be registered pursuant to Section 1725.5 of the California Labor Code to be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any public work contract that is subject to the requirements of Section 1725.5. For the purposes of this requirement, "contractor" includes a subcontractor as defined by Labor Code Section 1722.1.

The requirement to list only registered contractors and subcontractors on bids becomes effective on March 1, 2015. The requirement to only use registered contractors and subcontractors on public works projects applies to all projects awarded on or after April 1, 2015.

14. **SUBCONTRACTORS**

Public Contract Code Sections 4100-4113 are incorporated herein.

15. **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.

16. **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.

17. **APPRENTICES**

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

18. **SUBMISSION OF CERTIFIED PAYROLL RECORDS**

Contractors and subcontractors on all public works projects will be required to submit certified payroll records (CPRs) to the Labor Commissioner unless excused from this requirement. This requirement will be phased in as follows:

   (a) Applies immediately to public works projects that have already been under CMU monitoring, i.e. contractors on ongoing projects that have been submitting CPRs to the CMU will continue doing so.
(b) Will apply to any new projects awarded on or after April 1, 2015.
(c) May apply to other projects as determined by Labor Commissioner.
(d) Will apply to all public works projects, new or ongoing, on and after January 1, 2016.

19. 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 equal.

20. 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.

21. 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.

22. 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.

23. 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.
24. **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.

25. **WARRANTY**

The Contractor warrants to the Public Agency that materials and equipment furnished under the Contract will be of good quality and new unless otherwise required or permitted by the Contractor Documents, that the Work will be free from defects not inherent in the quality required or permitted, and that the Work shall conform to the requirements of the Contract Documents. Work not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective. The Contractor’s warranty excludes remedy for damage or defect caused by abuse, modifications not executed by the Contractor improper or insufficient maintenance, improper operation, or normal wear and tear and normal usage.

26. **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.

(c) 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.

27. **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.

28. **SAFETY:**

(a) **Safety Programs.** 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. 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. 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. 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.

(e) Safety Coordinator. The Contractor shall designate a responsible member of the Contractor's organization at the Site whose duty shall be the prevention of accidents and the implementation and maintenance safety precautions and programs. This person shall be the Contractor’s superintendent unless otherwise designated by the Contractor in writing to the Project Inspector and the Architect.
29. SIGNATURES AND ACKNOWLEDGEMENT

Public Agency:
By: _____________________________________________________
Assistant Secretary, Governing Board
DAVID S. WETMORE, Director of Purchasing & 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 – NAME]

Print NAME and TITLE

___________________ _____________________
License Number Federal ID Number

NOTARY PUBLIC

STATE OF CALIFORNIA )
) ss.
COUNTY 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.

______________________________
Notary Public

[SEAL]
SECTION 00800
SUPPLEMENTARY GENERAL CONDITIONS

PART 1 - GENERAL

1.1 SCOPE OF WORK

A. See Section 00100 Notice Inviting Bids for the Scope Description and See Section 00010 Table of Contents for a list of Contract drawings and specifications.

B. No structural modifications, modifications to fire alarm systems, or changes to Americans with Disabilities Act accessibility are authorized under the contract and work associated with this specification without prior approval by the District. All work shall be in accordance with Title 24 California Code of Regulations.

1.2 REFERENCES

A. The publications listed below form a part of this specification by reference.

1. Current California Occupational Safety and Health Act Regulations
2. Current California Occupational Safety and Health Construction Safety Orders
3. This work will be contracted using the District’s Short Form Construction Agreement; See Section 00600.

1.3 SUBMITTALS

A. Provide submittals in the format, and as described below:

1. Submittals shall be submitted to the District, electronically in PDF format, within three (3) Calendar Days from the Notice to Proceed, except as otherwise noted.
2. Submit one (1) color PDF file for submittals, unless otherwise directed by District.
3. District will review and provide a response to submittals within three (3) calendar days (excluding holidays).

B. The Schedule of Values shall be submitted to the District within seven (7) calendar days after the Notice of Award. The Schedule of Values shall be broken down by the following minimum categories:

1. Mobilization (maximum 5% of contract sum)
2. Demolition by building
3. Repair by building and work type.

The District will only pay for Work installed at the Site.

C. CPM construction schedule shall be submitted within three (3) work days from the Contract Award date. District and Contractor shall meet and review the schedule. The Notice to
Proceed will not be issued until the District accepts the schedule, or accepts it with conditional changes. Below are the minimum activity types that shall be included in the schedule:

1. Construction activities corresponding to the Schedule of Values
2. Substantial Completion Milestone

D. Submittals are for review of conformance with the requirements of the Contract.

PART 2 - PRODUCTS

2.1 MATERIALS

A. Contractor Provided Materials: The Contractor provided materials shall include any associated equipment and appurtenances required for performing the contract properly and in accordance with the equipment manufacturer's literature.

B. All materials shall be new, unless otherwise authorized or specified in the scope of work of this specification.

PART 3 - EXECUTION AND RELATED REQUIREMENTS

3.1 GENERAL

A. Work Restrictions: Contractor shall maintain a safe path of travel for all pedestrians and vehicles during construction. Contractor is required to schedule work after hours and weekends beginning, August 27, 2018, when classes resume for the new academic school year. Contractor is required to provide safety barricades and alternative routes of travel for pedestrians and vehicles at all times, unless otherwise approved by the District. Anytime the Contractor anticipates it will block and divert existing paths of travel for pedestrians or vehicles, it shall provide a hard copy plan along with proposed wayfinding signage for review by the District at least 3 work days prior to such blockage and diversion. Said plan shall be reviewed and approved by the District prior to commencement of this work by the Contractor.

B. Scheduling and Coordination: Before commencing work on a specific area, the Contractor shall confirm that all requirements have been met pertaining to scheduling of the work. The Contractor shall further determine that all required notices have been given.

C. Scheduling and Sequence of Work: The work shall be prosecuted in such a manner as to cause the least interference with the normal functions of the campus activity. Prior to beginning any work, the Contractor shall meet with the District and the Contractor’s schedule shall be approved as noted in Article 1.3D above.

D. Interruption of Utilities Services: Interruptions shall be kept to a minimum, and shall be at such times and duration as approved ahead of time by the District. No interruption shall occur unless scheduled with the District, and approved in advance as to time and duration of such interruption. No utility interruptions that impact building operation during classes will
be allowed, and these types of interruptions, if any, shall be scheduled for after normal hours when classes are not in session.

E. Material, equipment, tools and workmen shall be scheduled and delivered to the Site in a timely manner to avoid delay in the work. Materials provided shall be inspected by the Contractor to make certain they are in compliance with the specifications and are free from defects and damage.

F. Workmanship: Skilled personnel shall execute in a careful, neat, and proficient manner and in compliance with accepted trade practices for all work. All work shall be executed in accordance with Cal/OSHA standards and safety orders. All work on this contract shall comply with all Local, State, and Federal Environmental Laws.

G. Incidental Work: Minor incidental materials and work not specifically mentioned herein, but necessary for the proper completion of the specified work, shall be provided without additional cost to the District.

H. Administrative Forms: District shall provide its standard forms for use by Contractor.

I. Meeting: Contractor shall attend meetings requested by District for coordination as needed.

3.2 EXISTING CONDITIONS & DRAWINGS

A. See Section 00210, Information Available to Bidders for documents available for review by the Contractor and its subcontractors prior to and after bid.

3.3 FIELD VERIFICATION AND MEASUREMENTS

A. Contractor shall field verify existing conditions above ground and also below ground prior to demolition and trenching activities. Contractor review its plan of work with the District prior to commencing demolition or trenching activities.

3.4 WORK BY CALIFORNIA LICENSED ENGINEER

A. No work by a California licensed Engineer employed by the Contractor is anticipated for this project.

B. Note that modifications to existing building structures, fire systems, or ADA changes, if any are discovered during the course of construction, will require DSA approval. Contractor will be granted a non-compensable time extension for the duration it takes to obtain DSA approval. A change order will be negotiated for added direct labor field construction costs, if any.

3.5 SITE WORK

A. Existing Work: Protect existing work which is to remain in place, be reused, or remain the property of the District. Repair items that are to remain and are damaged during performance of the work to their original condition, or replace with new.

B. Dust and Debris Control: Prevent the spread of dust and debris generated by the Work, and avoid the creation of a nuisance or hazard in the surrounding area. Waste and debris resulting from the Work being performed shall be removed on a daily basis. Promptly remove, and legally dispose of all debris to an offsite location.
C. Hazmat Work: The Contractor shall notify the District immediately if unforeseen hazardous materials are discovered during the course of construction. Contractor shall remove said hazardous materials as required by law, and a change order will be issued for the cost to remove and legally dispose of said materials. Hazardous materials noted in the Pre-Renovation Hazardous Material Survey are not considered unforeseen and are Contractor’s responsibility.

D. Disposal of Equipment and Materials: Contractor is responsible for removal and disposal of all construction debris.

3.6 PROJECT CLOSEOUT REQUIREMENTS (After Substantial Completion & Before Final Completion)

A. Refer to the Drawings listed in Section 00010, Table of Contents for requirements, and these Supplementary General Conditions.

B. Provide final clean-up of Site prior to Final Completion.

C. Warranty

1. The Contractor warrants to the District 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 Certificate of Substantial Completion date issued 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.

2. Format - All Warranties/Guaranties and shall include:
   a. Contractor, subcontractor, and equipment supplier shall provide Warranties and Guaranties on their original company letterhead with original signature.
   b. Contractor shall provide original Warranties and Guaranties. Photo copies, fax and e-mail copies are not acceptable.

3. Preparation
   a. Contractor shall obtain warranties and guaranties, executed in duplicate by each applicable and/or responsible subcontractor(s), supplier(s), and manufacturer(s), within fifteen (15) days after Certificate of Substantial Completion date of the applicable Work. Except for items put into use with District’s permission, Contractor shall leave date of beginning of time of warranty or guaranty blank until the date of completion is determined by District.
   b. Contractor's Response to Construction Warranty and Guaranty Service Requirements: Following oral or written notification by the District, respond to construction warranty and guaranty service requirements within 24 hours, or earlier in case of emergency.

4. Warranty and/or Guaranty Tags
   a. At the time of installation of mechanical equipment or other major system elements, tag each warranted or guaranteed item with a durable, oil and water-resistant tag approved by the District. Attached each tag with a copper wire and spray with a silicone waterproof coating. The date of Substantial Completion and the Contractor Authorized signature must remain blank until the date the District makes a determination of Substantial Completion. Show the following information on the tag:
WARRANTY/GUARANTY INFORMATION – [insert project number and name on actual tag]

a. Type of product/material_____________________________________________________.
b. Model number______________________________________________________________.
c. Serial number______________________________________________________________.
d. Contract number__________________________________________________________.
e. Warranty/Guaranty period _____ (months) from____________ to_______________.
f. Inspector’s signature________________________________________________________.
g. Construction Contractor_____________________________________________________.
   Address___________________________________________________________.
   Telephone number_______________________________________________________.
h. Warranty or Guaranty contact_________________________________________________.
   Address___________________________________________________________.
   Telephone number_______________________________________________________.
i. WARNING - PROJECT PERSONNEL TO PERFORM ONLY OPERATIONAL MAINTENANCE
   DURING THE WARRANTY PERIOD.

3.7 Not used

3.8 TIME OF COMPLETION

A. See Section 00300, Bid Proposal Form for specific requirements to complete the Work. Time requirements are also included in Section 00600, Construction Agreement.

B. 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.

C. 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, 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.

D. 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 Punch List Inspection and accepted by the Architect and the District. Final Completion is also sometimes referred to as Final Acceptance.
SECTION 01010
SUMMARY OF WORK

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 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.

1.3 WORK COVERED BY CONTRACT DOCUMENTS

Contractor is to perform the work as detailed below. The goal of this scope is to provide access to for inspectors to verify conditions and materials used in the existing construction. Contractor is to coordinate final removal areas with District and Inspector. All areas of removal are to be replaced in kind whether noted below or not.

See Hazardous Material Report and Asbestos Related Work Plan for extent of materials known to contain hazardous materials and requirements for mitigation. Contractor is responsible for legal removal and disposal of hazardous materials.

See Seismic Rehabilitation Reports for each building for additional information on locations of removals and existing condition details.

Existing Gymnasium Building:
1. Remove existing roofing to expose edge nailing of a 4'-0" wide section of roof decking x 8'-0" long section over a full span between supporting 6x10 roof beams. Provide weatherproof patch using roof manufacturer approved patch method where demolition occurs.
2. Remove 2'-0" wide section of soil adjacent to building to expose foundation. Locate bottom of footing, but do not remove soil below existing footing. Replace and re-compact removed soil to match existing finish grade.

Existing Men’s Locker Room Building:
1. Remove existing roofing to expose edge nailing of one full sheet of plywood at ridge line, interior wall line, and over exterior walls. Provide weatherproof patch using roof manufacturer approved patch method where demolition occurs.
2. Cut and remove 2'-0" long by 4" wide strip of plywood over blocking at exterior walls to expose 2x6 fasteners. Replace section of plywood material removed in-kind with matching thickness and fasteners to original.
3. Remove portions of ceiling and interior wall finish as necessary to expose connections to overhang framing lap splice and blocking above top plates. Patch back all ceiling and finish where demolition occurs.

4. Remove portions of ceiling and interior wall finish as necessary to expose connections to overhang split level connection. Patch back all ceiling and finish where demolition occurs.

5. Remove exterior wall finish to expose edge fasteners of minimum 4'-0” wide full height section of plywood sheathing to supporting wood stud wall framing including top plates and sill plates.

6. Remove minimum 1'-0” wide section of exterior overhang soffit in order to verify continuity of plywood sheathing and fasteners to blocking above double top plates (refer to sketch SK-7).

7. Remove interior wall finishes to confirm sill plate anchorage and presence of blocking at horizontal wall sheathing joints.

8. Remove interior wall and ceiling finishes to expose one full length of double top plate lap splice and topside fasteners.

9. Remove full brick veneer in order to expose fasteners. Brick is to be salvaged and reused for patch.

10. Patch back all exterior finishes with weatherproof plaster/stucco system where demolition occurs.

11. Patch back all interior ceiling and finish where demolition occurs.

12. Remove vertical interior plywood facing to expose skylight framing on one side of skylight.

13. Patch back all finishes where demolition occurs.

**Existing Women's Locker Room Building:**

1. Remove existing roofing to expose edge nailing of one full sheet of plywood over exterior and interior walls and at roof slope transition. Provide weatherproof patch using roof manufacturer approved patch method where demolition occurs.

2. Cut and remove 4'-0” square portion of roof plywood between centerlines of supports and expose 2x4 flat stripping and fasteners to 4x12.

3. Cut and remove 2'-0” long by 4” wide strip of plywood over blocking at (2) locations of exterior walls and (2) locations of interior walls to expose 2x6 fasteners.

4. Replace sections of plywood material removed in-kind with matching thickness and fasteners to original.

5. Remove portions of ceiling and interior wall finish as necessary to expose connections. Patch back all ceiling and finish where demolition occurs.

6. Remove portions of ceiling and interior wall finish as necessary to expose connections for steel WF beams from underside of deck. Patch back all ceiling and finish where demolition occurs.

7. Remove exterior brick wall finish at one location and remove interior finish at one location to expose edge fasteners of minimum 4'-0” wide full height section of plywood sheathing to supporting wood stud wall framing including top plates and sill plates.

8. Remove minimum 1'-0” wide section of exterior overhang soffit in order to verify continuity of plywood sheathing and fasteners to blocking above double top plates (refer to sketch SK-7).

9. Remove interior wall finishes to confirm sill plate anchorage and presence of blocking at horizontal wall sheathing joints.

10. Remove interior wall and ceiling finishes to expose one full length of double top plate lap splice and top-side fasteners.
11. Patch back all exterior finishes with weatherproof plaster/stucco system where demolition occurs.
12. Patch back all interior ceiling and wall finish where demolition occurs.
13. Remove exterior and interior finish at wall piers between clerestory windows to expose plywood sheathing and perimeter nailing.
14. Remove ceiling and wall finishes to expose additional conditions of blocking above top plates and fastener connections between plywood wall sheathing, blocking, and roof deck plywood. Patch back all interior ceiling and finish where demolition occurs.
15. Remove ceiling and wall finishes to expose strapping between wall top plates and roof beams and headers.
16. Remove full brick veneer in order to expose fasteners. Brick is to be salvaged and reused for patch.

1.4 CONTRACTS
A. Perform the work under a single, fixed-price Contract.

1.5 WORK SEQUENCE
A. During construction operations, various adjoining areas will be occupied and their functions maintained. Temporary construction separations such as walls for sound and dust control, as well as pathway barricades, signage and clearly marked temporary pedestrian path of travel detours will be required and provided by the contractor.
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. Not used.

1.6 ADDITIONAL WORK SCHEDULE REQUIREMENTS - See Section 01140, Work Restrictions

1.7 CAMPUS HOLIDAYS
A. The College is closed with no classes held on the following holidays: Labor Day; Native American Day; Veteran's Day; Thanksgiving; Winter Recess; Martin Luther King Day; President’s Day; Spring Recess. The Contractor may work on these days with prior approval by the District.

1.8 USE OF PREMISES
A. Contractor shall only use the premises for work, storage, staging areas, and vehicular parking as designated in the Contract Documents.

1.9 EXISTING AREA CONDITION SURVEY
A. Prior to commencement of work, jointly survey the existing area to be remodeled with the District and Structural Engineer, 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.

1.10 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.

1.12 Not Used

1.13 Not Used

1.14 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.

E. Once containment barriers are removed from each work area and the area is cleared to resume occupancy, the Contractor to make sure all openings created as a result of the project are covered during periods where no work is taking place.

1.15 HAZARDOUS MATERIALS

A. Asbestos and lead are present in the existing buildings. Contractor will be responsible for legal removal and disposal. See Asbestos Related Work Plan for additional information.

PART 2 - PRODUCTS

Not Used.

PART 3 - EXECUTION

Not Used.

END OF SECTION 01010
SECTION 01140
WORK RESTRICTIONS

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”

1.3 Not Used

1.4 SUMMARY OF WORK RESTRICTION REQUIREMENTS
A. Prior to the start of Work, Contractor shall familiarize themselves with the Work Restrictions as they relate to all Work required by the Contract Documents.
   1. For activities in Paragraph 1.5.B of this Specification 01140 only, Contractor shall submit within 5 calendar days after Award of contract, which is anticipated to be July 23, 2018, a preliminary schedule for these Work Restricted Activities for review and approval by the District and Architect. Failure to submit a preliminary schedule for these Work Restricted Activities which demonstrates a plan to comply with the milestones in Paragraph 1.5.B, may be considered by District as a breach of Contract.
   2. Contractor shall also refer to Additional Work Schedule Requirements in Specification Section 01010, Summary of Work. Failure to include sufficient costs in the bid, or failure to sufficiently provide resources during Work Restricted Activities requiring graveyard shift work shall not relieve the Contractor from properly complying with all Work Restrictions. The Contractor shall complete the Work in compliance with the requirements of all Work Restrictions at no additional cost to the District. Graveyard work shall be pre-approved by the District and tracked in meeting minutes and on construction schedules.

B. Work Restricted Activity Plans shall include:
   1. The Contractor shall provide a weekly updated Plan including updated preliminary construction schedule for each of the Work Restricted Activities until those Activities are complete.
   2. Contractor shall submit (10) sets of the initial submittal of the preliminary schedule and Work Restricted Activity Plan for review by: Structural Engineer, District, Project Manager, Construction Manager, Environmental Consultant, Campus Buildings & Grounds personnel, Campus Police Department, and Campus Representatives.

C. Contractor shall construct dust partitions prior to the start of demolition and they must remain in place until the completion of that Activity where required.
D. Contractor shall perform all Work related to Work Restricted Activities to ensure the following:

1. The continuous and uninterrupted use of all occupied areas, including but not limited to the applicable power, data, telephone, waterline, fire alarm system, fire sprinkler system mechanical, gas, storm, sewage, plumbing, and electrical systems serving these areas.

2. Protection of students, staff, faculty and personnel in occupied areas from the hazards and dust associated with construction.

3. The work areas, roads, parking lots, and streets are to be kept clear, clean, and free of loose debris, construction materials and partially installed work which would create a safety hazard or interfere with sub-contractor and personnel duties and traffic. The Contractor shall sweep the areas clean at the end of each work day and make every effort to keep dust and noise to a minimum at all times.

4. Prior to starting work, the Contractor shall provide a schedule of temporary interruptions or shutdown of any utility or electrical/mechanical systems to Architect, District and Campus representatives, Project Manager, Campus Buildings and Grounds Manager, and Project Inspector. The Contractor shall provide written request (21) working days prior to the desired time. Work should be performed at times other than the College’s normal hours of operation or as directed by the District, and Project Manager.

1.5 SUMMARY OF WORK RESTRICTIONS

A. General: Work Restrictions are comprised of various Work Restricted Activities. The Contractor shall perform the Work in each Work Restricted Activity as described below. All Work must be completed within the timelines, work shift times, and the scheduled time period for each Work Restricted Activity. A summary description of each Work Restricted Activity is as follows:

B. Time Essential Work Restrictions.

1. Hazardous Material Abatement and Demolition activities within the building interior areas must be completed by August 24, 2018. The Contractor is authorized to schedule crews to work any time of the day prior to August 24, 2018, but will receive no additional compensation for scheduling work during off-hours. A pre-abatement meeting with the District Team, General contractor, abatement contractor, demolition contractor, and District’s Environmental Consultant is mandatory prior to starting Hazardous Material Abatement and Demolition activities. Contractor is instructed to perform all work activities during graveyard shift hours of 10 PM – 7 AM, after August 27, 2018 through the approved completion schedule. The Contractor will receive no additional compensation if they fail to account for graveyard shift labor rates in their bid package.

PART 2 - PRODUCTS

2.1 MATERIALS
A. All labor, equipment, materials, and all other requirements shall be provided and will be the sole responsibility of the Contractor for execution of entire work including all Requirements of each Work Restricted Activity.

PART 3 - EXECUTION

3.1 MEANS AND METHODS OF CONSTRUCTION

A. Contractor to provide and shall be responsible for any and all means and methods that will be constructed, implemented and/or maintained on the site for all Work Restricted Activities.

END OF SECTION 01140
SECTION 01730
CUTTING AND PATCHING

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.

B. Individual Product Specification Sections:
   1. Cutting and patching incidental to work of the section.
   2. Advance notification to other sections of openings required in work of those sections.
   3. Limitations on cutting structural members.

1.2 NOT USED

1.3 DEFINITIONS

A. Cutting: Removal of in-place construction necessary to permit installation or performance of other Work.

B. Patching: Fitting and repair work required to restore surfaces to new or original conditions after installation of other Work.

1.4 RESPONSIBILITIES

A. 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.

B. Contractor shall be responsible for all cutting, fitting, and patching, including associated excavation and backfill, required to complete the Work. This includes, but is not limited to:
   1. Making parts fit together properly
   2. Removal and replacement of defective Work
   3. Removal and replacement of Work not conforming to requirements of Contract Documents
   4. Provide routine penetrations of non-structural surfaces for installation of piping and electrical conduit
   5. Attaching new materials to existing improvements
   6. Painting (or other finishes) to match adjacent or existing conditions
C. Contractor shall not cut or alter any part of the Work in such a way that endangers or compromises the integrity of the Work, the work of others, or the Project.

D. 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.

E. 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.

1.5 QUALITY ASSURANCE

A. Requirements for Cutting and Patching relating to structural elements: Do not cut and/or patch structural elements in a manner that would alter their structural design characteristics.
   1. Obtain written approval of the cutting and patching proposal from the Structural Engineer of Record prior to cutting and/or patching any structural elements.
   2. Where cutting and patching Work involves adding reinforcement to structural elements, submit details and engineering calculations showing integration of reinforcement with original structure. Contractor shall be responsible for any costs associated with required Structural Engineer and/or DSA reviews and approvals.

B. Operational Limitations: Do not cut and patch operating elements or related components in a manner that would result in reducing their capacity to perform as intended. Do not cut and patch operating elements or related components in a manner that would result in increased maintenance or decreased operational life or safety.

C. Visual Requirements: Do not cut and patch exposed Work in a manner that would, in the Architect or District’s opinion, reduce the building’s aesthetic qualities. Do not cut and patch construction in a manner that would result in visual evidence of cutting and patching. Remove and replace construction cut and patched in a visually unsatisfactory manner as directed by District.

D. Contractor shall ensure that all cutting, fitting, and patching shall achieve the security, strength, weather protection, and appearance for aesthetic match, efficiency, operational life, maintainability, safety of operational elements, and the continuity of existing fire ratings as required by the Contract Documents.

E. Contractor shall ensure that cutting, fitting, and patching shall successfully duplicate undisturbed adjacent profiles, materials, textures, finishes, colors, and that materials shall match existing construction. Where there is dispute as to whether duplication is successful or has been achieved to a reasonable degree, the District’s decision shall be final.

F. Operational Elements: Do not cut and patch operating elements and/or related components in a manner that results in reducing their capacity to perform as intended, results in increased maintenance requirements, that decreases operational life, or that affects system or component safety. Operating elements include, but are not limited to the following:
1. Fire-suppression systems.
2. HVAC systems.
3. Control systems.
4. Mechanical systems piping and ducts.
5. Air smoke barriers.
6. Telephone and communication systems.
7. Electrical wiring systems.
8. Primary operational systems and equipment.

G. Miscellaneous Elements: Do not cut and patch miscellaneous elements or related components in a manner that could change their load-carrying capacity, that results in reducing their capacity to perform as intended, or those results in increased maintenance or decreased operational life or safety.

PART 2 - PRODUCTS
Not Used

PART 3 - EXECUTION
Not Used

END OF SECTION 01730
1.0 ASBESTOS RELATED WORK PLAN

The following work plan is a general outline of the procedures required to complete asbestos related work associated with the destructive investigation necessary to finalize the renovation plans for the Gym, Men’s Locker room and Women’s Locker room buildings (C-608 PE&K Project) on the Contra Costa College Campus located at 2600 Mission Bell Drive in San Pablo, California. Asbestos related work includes work with the potential for disturbance of known asbestos containing materials (ACMs), asbestos containing construction materials (ACCMs), and materials with asbestos content. The intent of the destructive investigation work is to verify construction details currently inaccessible due to existing finishes. See the Pre-Renovation Hazardous Materials Survey Report for information regarding material testing of the subject buildings.

Planned work will disturb the following known materials with asbestos content:
- Exterior Stucco – Upper Walls and Soffits – Men’s and Women’s Locker Room Buildings
- Interior Plaster Walls and Ceilings – Men’s and Women’s Locker Room Buildings
- Exterior Coating on Concrete Perimeter Walls - Gym

The following known or assumed ACMs may be present within potential work areas. Disturbance should be avoided unless specifically required to access construction:
- Thermal system insulation on pipes and fittings – above ceiling and in wall cavities
- Mirror mastic
- Wood paneling adhesives
- Below grade damp/waterproofing on concrete surfaces

1.01 REQUIREMENTS

A. Removal of materials with asbestos shall be performed by a California Department of Occupational Safety and Health (DOSH) registered asbestos abatement contractor that holds a C-22 license with the California State License Board (CSLB).

B. All work that is likely to disturb asbestos will be performed within regulated work areas and by appropriately trained workers.

C. Regulated work areas will be marked within a designated construction area, demarcated with physical barriers and asbestos warning signage. Containment of the regulated work areas is required for all interior and exterior work.

D. Removal of stucco, plaster, and paint/coating shall be managed as a Class II removal tasks.
E. Any inspection/investigation work that may have contact with existing ACMs will be performed by workers with at minimum Class IV asbestos training in compliance with Title 8 CCR1529.

F. Regulated work areas must be cleaned and cleared before accessed by individuals without proper training and PPE.

G. Remove stucco and interior plaster walls/ceilings in manner to allow for wall patching without additional disturbance of the stucco texture coat or plaster during required patching. Demolition shall be planned to allow for support of the remaining material as well as sufficient support for patching materials.

H. Prior to concrete coring into the exterior concrete perimeter walls of the gym, remove paint/coating in areas of planned coring and any equipment attachment points to the wall necessary to complete coring.

1.02. ASBESTOS RELATED WORK

A. Asbestos Work Classification: Under Cal/OSHA Regulations (Title 8 CCR 1529) Class I work includes removal of thermal system insulation (TSI) or surfacing materials (such as fireproofing). Class II work includes removal of all other ACMs. Potential disturbance of ACMs during the completion of a maintenance or repair tasks is a Class III Activity. Contact with ACMs where there is no potential for disturbance is a Class IV Activity. Work that involves disturbance of materials that contain less than 1% asbestos is unclassified work. Classified and unclassified work must be conducted in accordance with all applicable local, state and federal regulations, including appropriate training, personal protective equipment (PPE), regulated work areas, appropriate engineering controls, and proper packaging, labeling, and disposal of asbestos containing waste or debris.

B. WORK PRACTICES: Class II, III/IV, and Unclassified work will be completed using the protocols outlined below. During asbestos related work, protections against contamination of other areas beyond the regulated work area(s) will be implemented.
C. The project Environmental Consultant may collect air samples in or adjacent to the regulated work areas to evaluate the Contractor’s performance during asbestos related work. Airborne levels of contaminants above the project air monitoring goal of 0.01 fibers per cubic centimeter by phase contrast microscopy (PCM – NIOSH 7400) or 70 structures per square millimeter as determined by transmission electron microscopy (TEM, Yamate/EPA Level II) will require the implementation of additional engineering controls and cleaning beyond the regulated area boundaries.

D. Regulated areas will be created with continuous barriers and demarcated with the following information:

**DANGER**

**ASBESTOS**

**MAY CAUSE CANCER**

**CAUSES DAMAGED TO LUNGS**

**AUTHORIZED PERSONNEL ONLY**

**WEAR RESPIRATORS AND PROTECTIVE CLOTHING ARE REQUIRED IN THIS AREA**

E. All asbestos related work will be completed when the building ventilation system is off. Asbestos related work will be scheduled during low occupancy hours as feasible.

F. Only vacuums equipped with high efficiency particulate absolute (HEPA) filters will be used for asbestos related work. All HEPA-filtered equipment including vacuums will be DOP-equivalent challenge tested onsite prior to use.

G. Workers will use personal protective equipment (PPE), including at a minimum, ½ face respirators and full-body disposable clothing such as Tyvek or equivalent for all asbestos related work.

H. Decontamination (decon) areas contiguous to the regulated work area(s) will be created for all asbestos related work. All PPE will be removed within the decon area. PPE will not be worn beyond established regulated work area boundaries. All contaminated PPE will be placed in 6-mil polyethylene bags and sealed for disposal as asbestos waste.

I. Interior and exterior containments shall be created for all asbestos related work. The following protections and precautions will include:

1) Protect surfaces immediately adjacent to planned removal work. Place 6-mil polyethylene (poly) on floor and adjacent furniture within 10’ of planned work.
2) Containments shall be constructed with 6-mil, fire-retardant poly and configured to include the area of planned wall or ceiling material removal. A 6-mil drop sheet shall be used to protect the floor of the containments and aid in final cleaning.

3) A double-flapped opening shall be created at one location in the containments for access.

4) HEPA-filtered ventilation shall be applied to each regulated work area to create measurable negative pressure during any asbestos related work.

J. Each regulated work area will be cleaned and all debris packaged in sealed leak-tight containers at the conclusion of work each day.

K. All waste bags will be surface cleaned, sealed, and labeled before removal from the regulated work area. Debris associated with stucco or plaster removal may be disposed as a construction debris (ACCM). The debris associated with the paint/coating removal on the exterior walls of the gym shall be packaged and disposed as a regulated asbestos containing material (RACM).

L. At the conclusion of the asbestos-related work, the environmental consultant shall perform a visual inspection to confirm completion of the work and adequate cleaning of the regulated work areas.

M. Additional air samples will be collected if perimeter air samples collected during asbestos related should exceed the project air quality goal. Post work air samples will be collected in each of the containments. All results must be below the project air monitoring goal.

N. If air sample results collected in the regulated work area, at the perimeter of the work area and any post work area air samples exceed the project air quality goal, air samples may be reanalyzed by transmission electron microscopy (TEM) to determine the asbestos fiber contribution to the total fiber counts.

O. Waste may be stored at a temporary location approved by the District. Waste containers will be locked at all times and labeled appropriately.

1.03. SUBMITTALS

The following items shall be submitted and approved by before commencing asbestos related work outlined in this work plan.
A. Preliminary plan of removal involving disturbance of ACMs, ACCMs or materials with asbestos content.

B. Submittal of training records of all employees whom the Contractor will use on the job. Class III certificates shall be current (training or retraining conducted within the last 11 months).

C. Proof of Respirator Fit Testing: Provide proof of qualitative respirator fit testing. Fit testing records must be less than eleven months old and document testing on the type of respiratory protective equipment used for this project.

D. 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 and 5144. The submitted document must be less than eleven months old.

E. 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. Conduct onsite DOP-equivalent testing of all HEPA filtered equipment prior to use onsite.

F. Safety Data Sheets (SDSs) for any chemicals intended for storage at the work site.